

FRANKLIN TOWN COUNCIL

Agenda & Meeting Packet

September 28, 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. Meetings are [live-streamed by Franklin TV](#) and shown on Comcast Channel 11 and Verizon Channel 29. In an effort to maximize citizen engagement opportunities, citizens will be able to continue to participate remotely via phone OR Zoom.

Link to access meeting via Zoom for September 28, 2022 Town Council Meeting:

- Zoom Link [HERE](#) -- Then click "Open Zoom".
- Or copy and paste this URL into your browser: <https://us02web.zoom.us/j/84330815267>
- Call-In Phone Number: Call 1-929-205-6099 and enter **Meeting ID # 843 3081 5267** --Then press #

1. ANNOUNCEMENTS FROM THE CHAIR

- 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.*
- Chair to identify members participating remotely.*

2. CITIZEN COMMENTS

- 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

- [August 17, 2022](#)
- [September 7, 2022](#)

4. PROCLAMATIONS / RECOGNITIONS

5. APPOINTMENTS

- [Agricultural Commission - Daniel Morse](#)
- [Conservation Commission - Meghann Hagen](#)
- [Council on Aging - Kimberly Mu-Chow](#)
- [Finance Committee - Michael Hamilton](#)

6. HEARINGS - 7:00 pm - None Scheduled.

7. LICENSE TRANSACTIONS - None Scheduled.

8. PRESENTATIONS / DISCUSSION - None Scheduled.

9. LEGISLATION FOR ACTION

- a. [Resolution 22-61: Direction for Issuance of Request for Proposals for Town Property Containing "South Franklin Congregational Meeting House" Located at 762 Washington Street](#) (*Motion to Approve Resolution 22-61 - Majority Vote*)

10. TOWN ADMINISTRATOR'S REPORT

- a. Bylaw Amendment 22-880: Chapter 170, Vehicles and Traffic, Article IV, Stopping, Standing and Parking, §170-15 Parking Prohibitions and Limitations, D. Parking Prohibited, Downtown Parking Map

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. *Considering the purchase, exchange, lease or value of real property, because an open meeting may have a detrimental effect on the negotiating position of the Public Body*
 - i. *Schmidt's Farm, Prospect Street*

15. ADJOURN

Note:

Two-Thirds Vote: requires 6 votes

Majority Vote: requires majority of members present and voting

**FRANKLIN TOWN COUNCIL
MINUTES OF MEETING
August 17, 2022**

A meeting of the Town Council was held on Wednesday, August 17, 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, Glenn Jones, Thomas Mercer, Deborah Pellegrini, Patrick Sheridan. Councilors absent: Melanie Hamblen. 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. Meetings are live-streamed by Franklin TV and shown on Comcast Channel 11 and Verizon Channel 29. In an effort to maximize citizen engagement opportunities, citizens will be able to continue to participate remotely via phone or Zoom. He announced that this meeting is being recorded by Franklin TV; this meeting may be recorded by others. ► He stated that Councilor Hamblen is unable to attend tonight's meeting. ► He stated that the Town Council is in receipt of a letter of support from Bob and Ivy Patten, 18 Blue Jay Lane, regarding a ZBA issue at the Felton residence at 17 Blue Jay Lane; this is clearly a ZBA issue and they are addressing it.

CITIZEN COMMENTS: ► Ms. Nancy Danello, Town Clerk, reminded all registered voters of important upcoming dates. She stated that the state primary will be held on September 6, 2022. She reviewed the times and locations for in-person voting and the procedure for mail-in voting. She stated that her office has already sent out 3,700 ballots and they are still receiving requests. She explained requirement for unenrolled voters to choose a ballot for the September 6th election. She stated that there is a new ballot drop box in the Town Clerk's office.

APPROVAL OF MINUTES: None.

PROCLAMATIONS/RECOGNITIONS: None.

APPOINTMENTS: ► *Cultural Council - Brianna Cummings.* ► Councilor Jones read the appointment. ► **MOTION** to **Ratify** the appointment by the Town Administrator of Brianna Cummings to serve as a member of the Cultural Council with a term to expire on June 30, 2024, by **Jones. SECOND** by **Dellorco. Discussion:** ► Mr. Hellen stated that both Brianna Cummings and Lauren Sanford are very enthusiastic about their appointments. ► **VOTE: Yes-8, No-0, Absent-1.**

► *Cultural Council - Lauren Sanford.* ► Councilor Jones read the appointment. ► **MOTION** to **Ratify** the appointment by the Town Administrator of Lauren Sanford to serve as a member of the Cultural Council with a term to expire on June 30, 2024, by **Jones. SECOND** by **Dellorco. No discussion.** ► **VOTE: Yes-8, No-0, Absent-1.**

► *Design Review - Cassandra Bethoney.* ► Councilor Jones read the appointment. ► **MOTION** to **Ratify** the appointment by the Town Administrator of Cassandra Bethoney to serve as a member of the Design Review Commission with a term to expire on June 30, 2024, by **Jones. SECOND** by **Dellorco. Discussion:** ► Mr. Hellen stated that the next two appointments are for Design Review. He stated that both candidates wanted to be on Design Review. ► **VOTE: Yes-8, No-0, Absent-1.**

► **Design Review - Paul Lopez.** ► Councilor Jones read the appointment. ► **MOTION to Ratify** the appointment by the Town Administrator of Paul Lopez to serve as a member of the Design Review Commission with a term to expire on June 30, 2025, by **Jones. SECOND** by **Dellorco. No discussion.** ► **VOTE: Yes-8, No-0, Absent-1.**

► **Finance Committee - Stephanie Koke.** ► Councilor Jones read the appointment. ► **MOTION to Ratify** the appointment by the Town Administrator of Stephanie Koke to serve as a member of the Finance Committee with a term to expire on June 30, 2025, by **Jones. SECOND** by **Dellorco.** **Discussion:** ► Mr. Hellen stated that Ms. Koke is currently the assistant director of finance at Bryant University. He stated that she received the recommendation through the Finance Committee. ► Councilor Frongillo asked that when a person's term ends, is the position advertised, and is the default given to a person if they want to stay on. ► Mr. Hellen reviewed the procedure for people on committees requesting renewal and new applicants. He stated that they try to put out postings of vacancies as often as possible. ► **VOTE: Yes-8, No-0, Absent-1.**

► **Historical Commission - Scott Mason.** ► Councilor Jones read the appointment. ► **MOTION to Ratify** the appointment by the Town Administrator of Scott Mason to serve as a member of the Historical Commission with a term to expire on June 30, 2024, by **Jones. SECOND** by **Dellorco.** **Discussion:** ► Mr. Hellen stated that the next three appointments are to the Historical Commission with two appointments being to the voting seats and one appointment as an associate. ► Councilor Jones said thank you to all the volunteers who have stepped up to these openings. ► **VOTE: Yes-8, No-0, Absent-1.**

► **Historical Commission - Janice Prentice.** ► Councilor Jones read the appointment. ► **MOTION to Ratify** the appointment by the Town Administrator of Janice Prentice to serve as a member of the Historical Commission with a term to expire on June 30, 2025, by **Jones. SECOND** by **Dellorco. No discussion.** ► **VOTE: Yes-8, No-0, Absent-1.**

► **Historical Commission - William Lee - Associate.** ► Councilor Jones read the appointment. ► **MOTION to Ratify** the appointment by the Town Administrator of William Lee to serve as an associate member of the Historical Commission with a term to expire on June 30, 2023, by **Jones. SECOND** by **Dellorco.** **Discussion:** ► Councilor Pellegrini asked Mr. Lee to confirm that he has lived here for one year, and she asked why he chose the Historical Commission. She asked if he had served on the Historical Commission in the town that he previously lived in. ► Mr. Lee stated that he has lived here for almost two years and he chose the Historical Commission because he is a student of history and thought it would be the best way to learn about the community and get involved. He reviewed his background information. ► Councilor Jones welcomed Mr. Lee. He reviewed that the Historical Museum would be a great opportunity to learn more about the Town of Franklin. ► **VOTE: Yes-8, No-0, Abstain-1; Absent-1.** (Councilor Pellegrini abstained.)

► **Housing Authority Tenant Seat - Christopher Lennon.** ► Councilor Jones read the appointment. ► **MOTION to Ratify** the appointment by the Town Administrator of Christopher Lennon to serve on the Franklin Housing Authority with a term to expire on June 30, 2023, by **Jones. SECOND** by **Dellorco.** **Discussion:** ► Mr. Hellen stated that there was a resignation on the Housing Authority earlier in the year. He stated that the Housing Authority is mostly a state-run organization. He stated that in many communities the Housing Authority is an elected position. He stated that recently, the state changed the law and now a tenant of the housing authority properties must be on the committee. He noted that five people applied for the opening; he reviewed the interview and appointment procedure. He stated that when he did the interviews, Mr. Lennon had an open mind, talked to Mr. Hellen about listening to people, and put forth a commitment of time to the seat. He reviewed that for the people who do not get chosen, their applications are kept in case another vacancy comes up. He reviewed that people who are not on a

committee can still show up at meetings and have their voices heard. ► Councilor Frongillo stated that he appreciates the explanation. He reviewed that there are term limits for each position and stated that we want people of all different backgrounds and all different types and paths to have the same shot at contributing to Franklin while they are here. He stated that he would not put too much weight into how long they are planning to commit as long as they can commit for the term that they are applying for.

► **VOTE: Yes-8, No-0, Absent-1.**

Chair Mercer thanked everyone who has been appointed.

HEARINGS: None.

LICENSE TRANSACTIONS: ► ***Transfer of Section 12 Restaurant Common Victualer All Alcohol License and Approval of Arthur Tgibedes as the Manager - ACT Hospitality, Inc. d/b/a Box Seats, Located at 391 East Central Street.*** ► Councilor Jones read the license transaction. ► **MOTION to Approve** the request by ACT Hospitality, Inc. d/b/a Box Seats for a transfer of a §12 Restaurant All Alcoholic Beverages License and to approve Arthur Tgibedes as the manager by **Jones. SECOND** by **Dellorco. Discussion:** ► Mr. Hellen reviewed that this is the alcohol license for the restaurant at the former Alumni Restaurant site. He stated that all departments have signed off in favor of this application. ► Attorney Dave Rubin, counsel for the owner/manager of the new restaurant, Arthur Tgibedes, stated that this is the second restaurant of his client who has been the owner and manager of Box Seats restaurant in North Attleboro. ► In response to questions, Attorney Rubin stated that the plan is to stay open until 1 AM each day of the week. He stated that there are all types of food items on the menu. He confirmed that everyone was TIPS trained. ► Attorney Cerel stated that the local bylaw requires that the restaurant's kitchen be open the entire time that alcohol is served. ► Mr. Tgibedes stated that he has never had an issue regarding serving alcohol; he has been doing food service since he got out of college. ► Attorney Cerel noted that the Town periodically runs compliance checks with general notice given in advance. ► Chair Mercer stated welcome to our community. ► **VOTE: Yes-8, No-0, Absent-1.**

PRESENTATIONS/DISCUSSIONS: ► ***Discussion: Franklin Cultural Council - Kaye Kelly, Chair, Franklin Cultural Council.*** ► Franklin Cultural Council Chair Kaye Kelly and Franklin Cultural Council Treasurer and IT Specialist Sarah Cronin addressed the Town Council. ► Ms. Kelly narrated a slideshow presentation which was provided in the Town Council's meeting packet. She reviewed why the town has a cultural council and what the Franklin Cultural Council (FCC) is; there are 329 cultural councils in the state. She stated that at the base, cultural councils are grant giving. Some cultural councils such as in Franklin do programming as well. She explained the three Franklin Cultural Council goals for 2022/2023: arts and culture grants, cultural festival in September, and MetroWest arts and culture symposium in March. She reviewed that for FY22, the FCC granted \$23,470 in arts and cultural programming that took place within Franklin or had benefits specifically to Franklin residents. They received \$14,800 from the Mass Cultural Council of which they used \$13,110 to allocate grant programming. They received \$15,000 from the Town of Franklin of which they used \$10,360 to supplement grant programming. They had 40 applications and funded 26 programs. She reviewed the grant process. She reviewed four of the 26 grants they funded: the Girl Scout Program Outdoor Art Explorer grant, Franklin Farmers' Market grant, Franklin Cultural District grant, and the MA Educational Theatre Guild grant. ► Ms. Cronin discussed the FCC budget. She reviewed that they anticipate the following expenses in FY23: \$8,860 in approved grants from previous fiscal years, \$40,000 for the Franklin Cultural Festival, and \$3,000 of the MetroWest Arts & Culture Symposium. ► In response to Town Council members' questions, Ms. Cronin reviewed the breakdown of costs for the festival. She stated that they have many sponsorships from local businesses and individuals. ► Ms. Kelly stated that they received a \$10,000 state line item from the state budget this year. She stated that they average spending \$30,000. She stated that they also bring in money from the vendors. She confirmed that there were approximately 8,000 attendees last year. She stated that there will be new leadership in the FCC; she will be stepping down after the 2023 symposium and a new chair will

take over in March 2023. She reviewed the continued need for volunteers. She discussed the Franklin Cultural Festival and events to be held on Saturday, September 10, 2022, from 12 PM to 6 PM. She reviewed the MetroWest Arts & Culture Symposium on May 14th and the FCC collaborations. ► In response to Town Council members' questions, Ms. Kelly stated that they do not have any space for art. ► Mr. Hellen stated that they are a Town committee so the Town is not prohibited from providing them with space; however, it is not often that a Town committee occupies space in a Town Hall or satellite building. ► Councilor Chandler suggested the Police Station building when the police department moves out. ► Ms. Kelly confirmed the term limits of the volunteers; she discussed volunteer opportunities. ► Mr. Hellen stated that the term limits of the Cultural Council are imposed by the state's guidelines. ► Ms. Kelly reviewed that the Cultural Council does grants and events; the Cultural District does support and promotion. She reviewed the Cultural District area within town. ► Town Council members thanked Ms. Kelly for her work.

► **Presentation: Green Community Status - Jamie Hellen, Town Administrator & Alecia Alleyne, Assistant to the Town Administrator.** ► Town Administrator Jamie Hellen and Assistant to the Town Administrator Alecia Alleyne addressed the Town Council. ► Mr. Hellen narrated a slideshow presentation titled "Franklin: Our Green Community" which was provided in the Town Council's meeting packet. He reviewed the Pre-Green Community from 1998-2018. He discussed the work of Facilities Director Michael D'Angelo. He reviewed that the organizational philosophy developed to maximize energy efficiency to maximize the return on investment and efficiency in town budgets while being environmentally sustainable. He noted that the Union Street Solar Farm in 2014 predicted an 8 MW farm and it now powers 11 MW and feeds all school and municipal electricity use. He stated that Franklin was officially designated as a Green Community in 2018 which meets five criteria for certification and the 20 percent Energy Reduction Plan is the key. This designation enables the Town to compete for annual grants from DOER to implement green and energy efficient projects. He discussed some of the Energy Reduction Plan highlights. He reviewed green initiatives including solar on Upper Union Street and Mount Street and two private solar farms, municipal aggregation, and Town-wide LED street lights. ► Ms. Alleyne reviewed the LED lighting conversions in municipal buildings and school buildings; the projected annual cost savings for Town buildings are \$69,354 and school buildings are \$201,161. She reviewed Water & Sewer Department upgrades and the estimated savings. The projected annual cost savings for Water & Sewer Department LED conversions are \$2,956. She stated that her major role in Green Communities is applying for the Green Communities Grant awards. She reviewed the Grant Round 1 awards for 2020 and Round 2 for 2021. She discussed the challenges going forward include inflation, labor, budget, and inventory. She reviewed the inflation impacts to the purchase of used and new cars. She discussed that the large impacts of inflation particularly in the used car market have made it substantially less feasible for the Town to purchase electric vehicles despite grant funding. She reviewed that the Town put out an RFQ in early July for the purchase of two Nissan Leaf vehicles; however, only one dealership submitted a quote. Due to a lack of inventory, only one vehicle was available. She stated that she is determined to continue our fleet conversion initiatives and have decided to wait out the car market in hopes that inventory increases and prices decrease at which time they can resume the fleet conversion initiatives. Depending on the market, feasibility, and budgetary constraints, she is hoping to purchase two electric vehicles by the conclusion of this grant period in August 2023. ► Town Council members asked questions. ► In response to questions, Mr. D'Angelo explained how the lighting fixtures that are grouped together; they shut off and turn on as needed. He stated there is not secondary metering on the lights. ► Mr. Hellen stated that the solar farm at Tri-County does not have a direct connection to the Town. ► Mr. D'Angelo reviewed the Upper Union Street solar farm output for the Town and the cost. ► In regard to new solar farms, Mr. Hellen stated that large solar farms like the ones that were permitted are not in the Town bylaws anymore. ► Ms. Alleyne discussed that they put out bids for used cars as they were for not high mileage vehicles and were less expensive than buying new. ► Mr. D'Angelo discussed electric vehicles. ► Councilor Frongillo discussed that there is still a lot more the Town could be doing. He discussed a benefit of a sustainability committee and Natick's sustainability coordinator.

LEGISLATION FOR ACTION:

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

- a. ***Bylaw Amendment 22-881: Chapter 7 Affordable Housing Trust Fund: Add Vice Chair and Clerk Positions, 2nd Reading (Motion to Approve Bylaw Amendment 22-881 - Majority Roll Call Vote).*** ► Councilor Jones read the bylaw amendment. ► **MOTION to Approve** Bylaw Amendment 22-881: Chapter 7 Affordable Housing Trust Fund: Add Vice Chair and Clerk Positions by **Dellorco. SECOND** by **Pellegrri. Discussion:** ► Mr. Hellen stated that this is the second and final approval in adding these two positions to the Town bylaw. ► **ROLL CALL VOTE: Chandler-YES; Cormier-Leger-YES; Dellorco-YES; Frongillo-YES; Jones-YES; Mercer-YES; Pellegrri-YES; Sheridan-YES.** ► **VOTE: Yes-8, No-0, Absent-1.**
- b. ***Bylaw Amendment 22-882: Chapter 4 Admin. of Govt.: Authorize Town Clerk to Make Format Changes, 2nd Reading (Motion to Approve Bylaw Amendment 22-882 - Majority Roll Call Vote).*** ► Councilor Jones read the bylaw amendment. ► **MOTION to Approve** Bylaw Amendment 22-882: Chapter 4 Admin. of Govt.: Authorize Town Clerk to Make Format Changes by **Dellorco. SECOND** by **Pellegrri. Discussion:** ► Mr. Hellen stated that this is the second and final reading of a minor bylaw change that will allow the town clerk to work with General Code to re-letter or re-order anything that may have been done in error at the Town Council level. ► **ROLL CALL VOTE: Chandler-YES; Cormier-Leger-YES; Dellorco-YES; Frongillo-YES; Jones-YES; Mercer-YES; Pellegrri-YES; Sheridan-YES.** ► **VOTE: Yes-8, No-0, Absent-1.**
- c. ***Bylaw Amendment 22-883: Amendment to Water System Map, 1st reading (Motion to Move Bylaw Amendment 22-883 to Second Reading - Majority Vote).*** ► Councilor Jones read the bylaw amendment. ► **MOTION to Move** Bylaw Amendment 22-883: Amendment to Water System Map, to a 2nd reading by **Dellorco. SECOND** by **Pellegrri. Discussion:** ► Mr. Hellen reviewed that this is the first reading of Bylaw Amendment 22-883 which if approved will enable the homeowner at 20 Ridgeview Road to connect to the town water main located on Old Farm Road. This property is one of six homes on Ridgeview with private wells. In 2018, two of these homes were approved for water extensions and have been connected to the town water main on Long Hill Road. The existing well at 20 Ridgeview is now failing, and the homeowners have applied to connect to the water main on Old Farm Road due to its closer proximity than the alternative on Long Hill Road. Town Engineer Mike Maglio and DPW Director Brutus Cantoreggi both recommend that the four homes on Ridgeview (including #20) that are currently not connected to a town water main be allowed to connect and that a water map amendment is warranted to provide a reliable source of drinking water to these homes. ► Town Engineer Michael Maglio stated that this will not cost the Town anything; it is on the homeowner to make the connection. ► **VOTE: Yes-8, No-0, Absent-1.**
- d. ***Resolution 22-56: Gift Acceptance - Police Department (Equipment Donation, 3 Drones and Related Equipment) (Motion to Approve Resolution 22-56 - Majority Vote).*** ► Councilor Jones read the resolution. ► **MOTION to Approve** Resolution 22-56: Gift Acceptance - Police Department (Equipment Donation, 3 Drones and Related Equipment) by **Dellorco. SECOND** by **Pellegrri. Discussion:** ► Mr. Hellen stated that the Deputy Chief is here if there are any questions. This was a very generous donor. ► Deputy Chief of Police James West provided an explanation of the use of the drone technology such as saving lives on search and rescue. He stated that they can also put the drone up to monitor traffic. He stated that there are thermo cameras in the drones which are good if there is a missing person. He stated that the drones can be used for the inspection of water towers. He stated that they can use the thermo camera to see hot spots in a fire. ► Councilor Jones thanked the donor for the gift. ► **VOTE: Yes-8, No-0, Absent-1.**

- e. **Resolution 22-57: Gift Acceptance - Veterans' Services Dept. (\$800), Fire Dept. (\$100), Police Dept. (\$100) (Motion to Approve Resolution 22-57 - Majority Vote).** ► Councilor Jones read the resolution. ► **MOTION to Approve** Resolution 22-57: Gift Acceptance - Veterans' Services Dept. (\$800), Fire Dept. (\$100), Police Dept. (\$100) by **Dellorco. SECOND** by **Pellegrini. Discussion:** ► Mr. Hellen thanked everyone for their donations. ► **VOTE: Yes-8, No-0, Absent-1.**
- f. **Resolution 22-58: Cable Funds in Support of PEG Service and Programming per MGL Ch. 44, §53F3/4 (Motion to Approve Resolution 22-58 - Majority Vote).** ► **MOTION to Waive** the reading by **Cormier-Leger. SECOND** by **Dellorco. No discussion.** ► **VOTE: Yes-8, No-0, Absent-1.** ► **MOTION to Approve** Resolution 22-58: Cable Funds in Support of PEG Service and Programming per MGL Ch. 44, §53F3/4 by **Dellorco. SECOND** by **Pellegrini. No discussion.** ► **VOTE: Yes-8, No-0, Absent-1.**

TOWN ADMINISTRATOR'S REPORT: ► Mr. Hellen stated that he sent out his fiscal forecast earlier this week; this is a requirement for the bond rating agencies. He stated that they are dealing with cost issues and inflation. He stated that he invited DPW Director Brutus Cantoreggi and Water and Sewer Superintendent Doug Martin to the next meeting to talk about water conservation.

SUBCOMMITTEE REPORTS:

- a. **Capital Budget Subcommittee.** ► None.
- b. **Budget Subcommittee.** ► None.
- c. **Economic Development Subcommittee.** ► Councilor Frongillo stated the subcommittee met last week and they were rounding out the Franklin for All zoning diagnostics project. He stated that the meeting was about prioritizing the recommendations that we wanted to tackle first. He stated that the three recommendations that they are asking the administration to go forward with are: rezoning around the commuter rail to enable diverse and accessible housing options around the commuter rail, looking at parking policies and better utilizing existing parking spaces, and legalizing accessory dwelling units.

FUTURE AGENDA ITEMS: ► Councilor Cormier-Leger stated that he is frustrated with the recent events at the Planning Board regarding the apartment building at the Taj Estates. He stated that he feels it is too small of a lot for that many apartments; he understands it is going forward. He stated that he thinks the Town Council should consider a moratorium on commercial or residential large buildings. He stated that unless we do something about it, it is going to get work. He stated that there is already a strain on our infrastructure; more people tapping into systems that are old and overrun is not smart. He stated that he would like to put this on a future agenda to provide guidance on small lots and how they are being overbuilt. ► Councilor Jones requested a future agenda item about putting in a secondary set of stairs at the library.

COUNCIL COMMENTS: ► Councilor Cormier-Leger thanked all of tonight's presenters. ► Councilor Chandler thanked the presenters. He gave condolences to Councilor Pellegrini for the passing of her sister. ► Councilor Pellegrini said that her sister was a wonderful person and she thanked all for the wonderful comments. ► Councilor Sheridan gave his condolences to Councilor Pellegrini and thanked the presenters. ► Councilor Frongillo stated that he recently took over the role of Franklin's GATRA representative. He stated that he met with the new executive director; he was thoroughly impressed with the conversation he had with her. He thanked the Cultural Council and noted the upcoming festival. He noted that the Town Council is holding office hours tomorrow at the Senior Center at 8:30 AM. He stated that he was setting up a tent at next week's Farmers' Market so anyone can talk to him. He noted the upcoming SAFE Coalition vigil. ► Councilor Jones gave his condolences to Councilor Pellegrini, he thanked the presenters, and he congratulated the new committee appointees. ► Councilor Dellorco gave condolences to Councilor

Pellegrini. He stated that he received a call from a resident on Bent Street regarding recycling and trash pickup. ► Chair Mercer gave condolences to Councilor Pellegrini and her family. He thanked the new appointees for stepping up. He thanked all volunteers who serve on all the committees and boards in the community. He thanked tonight's presenters.

EXECUTIVE SESSION: None.

ADJOURN: ► MOTION to Adjourn by Jones. SECOND by Dellorco. No Discussion. ► VOTE: Yes-8, No-0, Absent-1.

Meeting adjourned at 9:45 PM.

Respectfully submitted,

Judith Lizardi
Recording Secretary

**FRANKLIN TOWN COUNCIL
MINUTES OF MEETING
September 7, 2022**

A meeting of the Town Council was held on Wednesday, September 7, 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. Meetings are live-streamed by Franklin TV and shown on Comcast Channel 11 and Verizon Channel 29. In an effort to maximize citizen engagement opportunities, citizens will be able to continue to participate remotely via phone or Zoom. He announced that this meeting is being recorded by Franklin TV; this meeting may be recorded by others.

CITIZEN COMMENTS: None.

APPROVAL OF MINUTES: ► *July 20, 2022.* ► **MOTION to Approve** the July 20, 2022 meeting minutes by Dellorco. **SECOND** by Jones. **No discussion.** ► **VOTE: Yes-9, No-0, Absent-0.**

PROCLAMATIONS/RECOGNITIONS: None.

APPOINTMENTS: None.

HEARINGS: None.

LICENSE TRANSACTIONS: None.

PRESENTATIONS/DISCUSSIONS: ► *Dean College President Kenneth Elmore J.D. and Chancellor Edward M. Augustus, Jr.* ► Dean College Chancellor Edward M. Augustus, Jr. introduced himself and President Kenneth Elmore J.D. He stated that they have been at Dean College for about two months. He stated that they welcomed their students back, and it was a smooth opening. He reviewed his background. He stated that he appreciates the relationship the college has always had with the town. He stated that they wanted to come to this meeting to pledge to be partners and plan for the future. He stated that they want to develop more opportunities to bring people to the campus and ways to bring students to the community to support local businesses. He stated that he has met with the town administrator and some department heads. He extended an opportunity to all elected officials to come to campus and get to know them. He stated that he looks forward to working with them all. President Elmore reviewed his background. He stated that he is looking forward to being part of the community and engaging the community. ► Town Council members asked questions and made comments. ► In response to questions, President Elmore stated that he has been talking with some residents and business owners and one of the things they mentioned is that they felt that Dean had a moat around it; he stated that they want to do the work to engage Franklin. ► Chancellor Augustus discussed his hope regarding the advantages of bringing the students and visitors to Franklin and finding the charm of Franklin. He stated that they would be attending the upcoming Cultural Festival. He noted that during his meeting with the Town's administration, they talked about ways in which they can work together such as working with the neighbors. He discussed the possibility of neighborhood meetings.

► Councilor Chandler asked the presenters to think about the Payment in Lieu of Taxes (PILOT) program. ► Chair Mercer stated that he believes in the past there has not been a welcoming feeling at the college for the citizens. ► Mr. Hellen stated that they had a meeting with about eight or nine department heads that closely interact with Dean. He stated that during discussions, he never heard the word no from Dean; they are looking forward to a great relationship with Dean College. ► Mr. Frank Falvey, 920 Pond Street, asked about Dean's stormwater fee. ► Mr. Hellen stated that in estimating the fee, it would probably be about \$250,000. ► Chair Mercer thanked the presenters and stated that he looks forward to a great relationship with Dean College.

► **Discussion: Drought Conditions - Brutus Cantoreggi, DPW Director & Doug Martin, Water/Sewer Superintendent.** ► Mr. Cantoreggi noted that in the last two days, the town got almost 4 inches of rain. He stated that they have a permit with the state. He stated that the town is in a drought level 3, which is a critical level. He stated that we are a ground water community, so it takes a while for the rain to percolate into the ground. He stated that they issued about 350 warning notices to residents about the use of water this summer. He stated that they do not fine anyone; they do a lot of education. He stated that they put out a lot of signs and do a lot of outreach on social media. He discussed that brown lawns recover pretty well. He noted the Town's commitment to the Grove Street water plant, and stated that we would have been in really big trouble without that. ► Mr. Martin stated that the reason why we have the conservation plan is that it is part of the permit. ► Mr. Cantoreggi noted that they are doing a big distribution of rain barrels tomorrow. ► Town Council members asked questions and made comments. ► In response to questions, Mr. Cantoreggi reviewed how the Town's water bans affect private well water use. He stated that the state does not regulate the use of private wells. So, even when there is a water ban, it does not affect private wells. However, he noted that we are all in the same aquifer. He reminded people that they must have a sign out if they have a private well. He stated that he has issued fines to residents in the past and has taken people to court, but not this year. He stated that most people say they did not know. He stated that there are some people who do not care and just pay the fines. He reviewed the 20-year permit that the Town has with the state and explained that the Town has watering on a resident's trash day. He reviewed private well use. ► Mr. Martin noted that last July was the wettest July on record; this July was the third driest on record. ► Mr. Cantoreggi reviewed the Town's wells and capacity. ► Mr. Martin reviewed that the Town is able to buy water from neighboring towns in an emergency. ► Mr. Cerel discussed that there is an inherent conflict in the statutes regarding that there is the conservation of water and the state's jurisdiction over that use, and on the other hand there is the encouragement of development of housing and they come head-to-head. So, it is not even a justification to slow housing. ► Mr. Cantoreggi discussed that there was a time that Franklin was the worst example of water conservation due to fast and rapid growth. He reviewed that in 2001 the average use was 3.6 million gallons per day, per capita use was over 70 gallons per capita, and unaccounted for water was 19 percent with the population at about 30,000 people. In the meantime, the state mandate was that you had to be under 65 gallons per capita and under 10 percent unaccounted for water or face fines. He stated that currently, the town's average daily use is 2.5 million gallons per day, 46 gallons per capita, and 6 percent unaccounted for water with population at 34,000 people; very few communities can do that. ► Mr. Hellen stated that he cannot remember ever having state level 4 drought restrictions. ► Mr. Steve Sherlock, Franklin Matters and Franklin Public Radio, stated that the public can listen to 90 minutes of recordings of Mr. Martin and others from the DPW discussing everything from the well to the faucet including testing wells; it is on their website and the links are available. ► Chair Mercer thanked the presenters.

► **Discussion: Massachusetts State Seal & Motto.** ► Mr. Hellen stated that this request was brought forward by citizens and some Town Council members asked for this item to be put on the agenda. He noted the legislative effort to change the state seal at the Commonwealth level. He stated that a year or two ago, the legislature set up a special commission to look at the state seal. Earlier this calendar year, the commission voted to endorse changing the state seal. He stated that he knows that some economic development legislation is pending on Beacon Hill this summer regarding surplus revenue, taxes, and rebates, but in that legislation, there is a lot of other stuff including an appropriation of about \$100,000 to the legislative commission to hire graphic designers to make different renderings to bring back to the commission as to a

new state seal; he stated that legislation is still pending. ► Town Council members asked questions and made comments. ► In response to if there is anything the Town Council can do to help, Mr. Hellen stated that anyone can reach out to Representative Jeff Roy's office or other legislators' offices to advocate for the bill. He noted that there should be some patience for the commission to do its work. ► Chair Mercer confirmed that today's agenda item is just a discussion on the item. ► Ms. Judith Butler, 169 Pine Street, stated that she was a direct descendant of Francis Cook and a lifetime member of the Mayflower Society. She encouraged support for changing the flag. ► Ms. Kathleen Trefethen, 3 Rizoli Circle, stated that she would speak for three minutes and leave the Town Council members with copies of her PowerPoint presentation. She stated that this is a long process; it took 38 years for the bill to pass. She stated that in Massachusetts, it is a seal, not a true flag design. She stated that the commission must create a new flag, seal, and motto; each aspect has its own criteria. She stated that there will be a lot of public input. She stated that she spent her time learning more about the history. She stated that the original values are peace and liberty and they will add to that. ► Mr. Frank Falvey, 920 Pond Street, stated that he thinks that the state flag as it exists now is perfect; it is a simple message. He discussed the current flag design and symbol. He stated that we have a group of people going to design a flag that no one in Massachusetts will ever vote on; only the governor needs to approve it. He stated that there is no way that we should be changing this flag. ► Councilor Pellegrini stated that she has done a lot of reading on the flag. She stated that she agrees with Mr. Falvey; she does not see a reason to change the flag. She stated that it was not done to deter the Indian back then. She stated that each mark that is on the flag has a meaning. She stated that she was opposed to any of the statues being taken down; that was history. She stated that she wants her fellow councilor members to do some reading on this.

LEGISLATION FOR ACTION:

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

- a. ***Bylaw Amendment 22-883: Amendment to Water System Map, 2nd Reading (Motion to Approve Bylaw Amendment 22-883 - Majority Roll Call Vote).*** ► Councilor Jones read the bylaw amendment. ► **MOTION to Approve** Bylaw Amendment 22-883: Amendment to Water System Map by **Dellorco**. **SECOND** by **Hamblen**. **Discussion:** ► Mr. Hellen stated that this is the second and final reading to get a water extension for the homeowner and his family. ► **ROLL CALL VOTE: Chandler-YES; Cormier-Leger-YES; Dellorco-YES; Frongillo-YES; Hamblen-YES; Jones-YES; Mercer-YES; Pellegrini-YES; Sheridan-YES.** ► **VOTE: Yes-9, No-0, Absent-0.**
- b. ***Resolution 22-59: Cable Funds in Support of PEG Service and Programming per MGL Ch. 44, §53F3/4 (Motion to Approve Resolution 22-59 - Majority Vote).*** ► **MOTION to Approve** Resolution 22-59: Cable Funds in Support of PEG Service and Programming per MGL Ch. 44, §53F3/4 by **Dellorco**. **SECOND** by **Hamblen**. **No discussion.** ► **VOTE: Yes-9, No-0, Absent-0.**
- c. ***Resolution 22-60: Gift Acceptance - Veterans' Services Dept. (\$3,289), Senior Center (\$250), Franklin Historical Museum (\$200) (Motion to Approve Resolution 22-60 - Majority Vote).*** ► Councilor Jones read the resolution. ► **MOTION to Approve** Resolution 22-60: Gift Acceptance - Veterans' Services Dept. (\$3,289), Senior Center (\$250), Franklin Historical Museum (\$200) by **Dellorco**. **SECOND** by **Hamblen**. **Discussion:** ► Mr. Hellen thanked everyone for their donations. ► Ms. Shannon Nizbett, Veterans' Services Officer, thanked the Franklin Elks Club for their generous donation to the monument restoration and for supporting the veterans. ► **VOTE: Yes-9, No-0, Absent-0.**

TOWN ADMINISTRATOR'S REPORT: ► Mr. Hellen, on behalf of the town clerk, stated that on the Town website are the certified results of the election. He stated that she thanked all the voters, and she thanked the election workers for their hard work.

SUBCOMMITTEE REPORTS:

- a. **Capital Budget Subcommittee.** ► None.
- b. **Budget Subcommittee.** ► None.

c. Economic Development Subcommittee. ► None.

FUTURE AGENDA ITEMS: ► Councilor Cormier-Leger asked if the Town Council was going to vote on a resolution at a future meeting on the flag issue. ► Chair Mercer stated that he would have to get a consensus from the Town Council to see if it is something they would like to bring forward. ► Councilor Cormier-Leger stated that he would like to see the Town Council vote on it. ► Councilor Pellegri asked for an update on Habitat for Humanity and the building. She asked for a Brick School update. She stated that she would like a discussion on signs as there are so many signs on the street. She stated that she thinks they have to look at the sign bylaw to see if they can curtail some of them. ► Mr. Hellen stated that it was coming up very soon; they have to work on the RFP for the building. He stated that the Brick School starts September 19th. ► Mr. Cerel stated that they are limited as a municipality in regulation of signage generally and political signs in particular. He discussed the ability to regulate commercial signage. He stated that there is a pretty thorough bylaw in place; however, it becomes an enforcement issue. ► Councilor Sheridan stated that he agreed that the Town Council should vote on the resolution since they have come in a few times. ► Councilor Frongillo stated that he would support voting on the resolution. ► Councilor Hamblen stated that she would like to vote on the resolution. ► Councilor Jones stated that he agreed to vote on the resolution.

COUNCIL COMMENTS: ► Councilor Sheridan wished good luck to the students going back to school and going to college. ► Councilor Frongillo noted the Cultural Festival on September 10th. ► Councilor Hamblen noted that the Farmers' Market is still on Fridays. She noted that the Agricultural Commission is having a meeting on Monday; a forester is speaking on how to take care of wooded area and Chapter 61. She stated that Chapter 61 applications are due by the end of September. She thanked everyone who worked at the polls and everyone who voted on Monday. ► Councilor Pellegri thanked the town clerk and all the election workers. She stated that 21 percent voting is not really a good number; everyone should vote. ► Councilor Chandler thanked the Elks for all the donations they give to the veterans. ► Councilor Cormier-Leger thanked the town clerk, the election workers, and the voters. He noted the Cultural Festival on September 10th. He thanked the Town Administrator's office and Cultural District regarding the tour and discussion on how to bring arts to Franklin. ► Councilor Jones thanked all those who showed up to support the voting effort. He thanked all tonight's presenters. ► Councilor Dellorco stated that he got a call yesterday on 8 Charles Drive, 6 Charles Drive, and 4 Charles Drive regarding the new road; they have to go out with squeegees to push the water away from their driveways. ► Mr. Hellen stated that he would ask the town engineer to go out to look at it. ► Councilor Dellorco gave his condolences to the Carlucci family. ► Chair Mercer gave his condolences to the Carlucci family. He noted the Cultural Festival on September 10th. He thanked the town clerk and the staff for a great job on the election. He thanked tonight's presenters.

EXECUTIVE SESSION: None.

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

Meeting adjourned at 9:01 PM.

Respectfully submitted,

Judith Lizardi
Recording Secretary

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



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

OFFICE OF THE TOWN ADMINISTRATOR

September 23, 2022

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

We are recommending the appointment of new members to several boards and committees as listed below.

- Agricultural Commission
 - Daniel Morse as an Associate Member with a 1 year term to expire on June 30, 2023
- Conservation Commission
 - Meghann Hagen with a 3 year term to expire on June 30, 2025
- Council on Aging
 - Kimberly Mu-Chow with a 1 year term to expire on June 30, 2023
Please note this appointment is to complete a term of a member who resigned mid term.
- Finance Committee
 - Michael Hamilton with a 3 year term to expire on June 30, 2025

We have included their respective volunteer forms in the packet.

Please let us know if you have any questions.



Town of Franklin MA

355 East Central Street

Franklin, MA 02038

Phone: 508-520-4949

Volunteer Form

Good Government Starts with You!

Date Submitted: August 29, 2022

Name: Daniel Morse

Home Address: 15 Spring Street
FRANKLIN, MA 02038

Mailing Address: 15 Spring Street
FRANKLIN, MA 02038

Phone Number(s): [REDACTED]

Email Address: [REDACTED]

Current Occupation/Employer: Owner, Wadsworth Farm

Narrative: Owner/operator of farm for 25+ years; horticultural degree from UMass Stockbridge School of Agriculture; long family history of farming within the community for many decades. Available one evening a week for meetings, etc and as needed for activities.

Board(s) / Committee(s): ___AGRICULTURAL COMMISSION



Town of Franklin MA

355 East Central Street

Franklin, MA 02038

Phone: 508-520-4949

Volunteer Form

Good Government Starts with You!

Date Submitted: August 23, 2022

Name: Meghann A Hagen

Home Address: 13 Woodhaven Drive
FRANKLIN, MA 02038

Mailing Address: 13 Woodhaven Drive
FRANKLIN, MA 02038

Phone Number(s): [REDACTED]

Email Address: [REDACTED]

Current Occupation/Employer: Teacher / Franklin Children's School

Narrative: I am a Franklin parent who is passionate about making a positive impact on my community. My educational and professional experiences align with my desire to help others. In 2020, I co-founded and became President of a local not-for-profit group that provides a supportive network for parents and their children in the Franklin area. Since moving to Franklin in 2018, I have organized community events focused on a wide range of topics from promoting tolerance to advocating for diversity and inclusion to protecting the environment. In 2022, I changed my professional focus from healthcare to early childhood education to help preschool children with their academic and social-emotional development. I continue to look for opportunities where I can combine my passion for helping others with my skillset to benefit the Franklin community.

Board(s) / Committee(s): ___ Conservation Commission



Town of Franklin MA

355 East Central Street
Franklin, MA 02038
Phone: 508-520-4949

Volunteer Form

Good Government Starts with You!

Date Submitted: March 23, 2022

Name: Kimberly J. Mu-Chow

Home Address: 4 Briarwood Rd
Franklin

Mailing Address: 4 Briarwood Rd
Franklin

Phone Number(s): [REDACTED]

Email Address: [REDACTED]

Current Occupation/Employer: @NEC Coordinator; New England chapel

Narrative: I am retired and now consider myself a "professional volunteer". I am a retired Director of Pharmacy in hospitals and home infusion companies so understand the special medical needs of our aging population. I cared for my mother in law who was an active participant at the Franklin Senior Center and appreciate the activities and friendships that she developed there. I am involved in the community with the Hockomock YMCA, Milford Regional Medical Center, Pathway to a Better Life and CHNA 6. I believe I bring a wealth of experience and other contacts to the table to support the mission and goals of the Council of Aging.

Board(s) / Committee(s): Council on Aging



Town of Franklin MA

355 East Central Street

Franklin, MA 02038

Phone: 508-520-4949

Volunteer Form

Good Government Starts with You!

Date Submitted: August 30, 2022

Name: Michael P Hamilton

Home Address: 8 Churchill Rd
Franklin Ma 02308

Mailing Address: 8 Churchill Rd
Franklin Ma 02308

Phone Number(s): [REDACTED]

Email Address: [REDACTED]

Current Occupation/Employer: Business owner - head of sales - MPH Boston South Corp.

Narrative: I will have approx 10 hours per week to volunteer. I have over 25 years experience working with financial service companies and an MBA in Finance and General business from Fordham. I currently own a sanitizing and disinfecting business registered in town.

Board(s) / Committee(s): ___ Finance Committee

APPOINTMENTS



Agricultural Commission

Daniel Morse

15 Spring Street
Franklin, MA 02038

The Agricultural Commission has recommended the appointment of Daniel Morse to serve as an Associate Member of the Agricultural Commission with a term to expire on June 30, 2023.

MOTION to ratify the appointment by the Town Administrator of Daniel Morse to serve as an Associate Member of the Agricultural Commission.

DATED: _____, 2022

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

Nancy Danello, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

APPOINTMENTS



Conservation Commission

Meghann Hagen

13 Woodhaven Drive
Franklin, MA 02038

The Conservation Commission has recommended the appointment of Meghann Hagen to serve as a Member of the Conservation Commission with a term to expire on June 30, 2025.

MOTION to ratify the appointment by the Town Administrator of Meghann Hagen to serve as a Member of the Conservation Commission.

DATED: _____, 2022

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

Nancy Danello, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

APPOINTMENTS



Council on Aging

Kimberly Mu-Chow

4 Briarwood Road
Franklin, MA 02038

The Council on Aging has recommended the appointment of Kimberly Mu-Chow to serve as a Member of the Council on Aging with a term to expire on June 30, 2023.

MOTION to ratify the appointment by the Town Administrator of Kimberly Mu-Chow to serve as a Member of the Council on Aging.

DATED: _____, 2022

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

Nancy Danello, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

APPOINTMENTS



Finance Committee

Michael Hamilton

8 Churchill Road
Franklin, MA 02038

The Finance Committee has recommended the appointment of Michael Hamilton to serve as a Member of the Finance Committee with a term to expire on June 30, 2025.

MOTION to ratify the appointment by the Town Administrator of Michael Hamilton to serve as a Member of the Finance Committee.

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

September 23, 2022

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

**Re: Resolution 22-61: Direction for Issuance of Request for Proposals for Town Property
Containing "South Franklin Congregational Meeting House" Located at 762 Washington Street**

The action before the Council is to allow the Town Administration to release a Request for Proposals on the South Franklin Meeting House, which will include a provision for both a permanent affordable housing restriction and a historic preservation restriction.

At the July 20th Town Council meeting there was a discussion regarding the disposition of the Town-owned land that contains the South Franklin Meeting House, and Council decided to accept the recommendation from the EDC to move forward with affordable housing.

As a reminder, an Expression of Interest went out for a two month period in the Spring to see if there were any interested parties willing to take on this preservation project. The Town received two formal, non-binding written proposals. At the May EDC meeting, the committee weighed both proposals, in addition to other qualitative information from the two open houses, and had a detailed discussion. They voted 3-1 (Yes: Hamblen, Jones and Frongillo; No: Sheridan) to recommend to the full Town Council to instruct the staff to put an RFP out for parties to bid on affordable housing projects only.

The [Expressions of Interest](#) we received are attached, as is the [Solicitation Document](#) that was posted on the Town website.

Please see below for links to related materials:

- 2020 Old South Church [Existing Conditions report](#)
- 2015 Old South Church [Existing Conditions report](#)
- Old South Church document [website](#)

Please let us know if you have any questions.

TOWN OF FRANKLIN
REQUEST FOR PROPOSALS
DISPOSAL OF REAL PROPERTY

SOUTH FRANKLIN CONGREGATIONAL MEETING HOUSE
762 WASHINGTON STREET

In accordance with the provisions of Massachusetts General Laws, Chapter 30B, §16 the Town of Franklin seeks written proposals to purchase and redevelop a Town-owned property (hereinafter: "Property") at 762 Washington Street for an affordable single family residence. The Property consists of one (1) parcel (Assessors Map 322, Lot 50) totaling 28,550 SF (0.655 acres) with a wood framed building with 1,620 SF finished interior floor area. Built in 1856, the existing structure was used as the South Franklin Congregational Meeting House for over 100 years.

The successful Proposer will be required to agree to the following: 1.) A permanent easement for access, maintenance, and eventual replacement of a municipal water booster pumping station on site; 2.) A permanent affordable housing restriction; and 3.) A permanent historic preservation restriction to preserve the historic exterior.

The Town hopes to hear from individuals and organizations (Proposer) who will present proposals for the purchase and redevelopment of the site for an affordable single family residence. Proposals that meet the minimum requirements in Section II, and basic submittal requirements outlined in Section III, will be rated as "responsive", and shall be further evaluated in accordance with the comparative evaluation criteria outlined in Section IX.

The Town reserves the right to reject in whole or in part any and all proposals. This Request for Proposals may be cancelled if the Town determines that cancellation serves the best interests of the Town of Franklin.

Minimum Bid Price. A minimum bid price for the Property has been established as \$1,000.00.

Proposal Deadline. Interested Proposers are asked to submit an original (un-bound) and six (6) bound copies of their Proposal to Franklin's Purchasing Agent, by the 11:00 a.m. November 3, 2022 submission deadline.

Site Visit. The Town will conduct an informal session and tour of the site at 10:00 a.m. on October 19, 2022. The Town requests interested parties meet at the Washington Street site.

Additional Information: Section I and attachments in this RFP describe various aspects of the Property. In addition to the Property information contained in this RFP the Town invites you to examine reference documents about the Property found on the Town's website:

(<https://www.franklinma.gov/administrator/pages/special-projects>).

All inquiries regarding this RFP shall be directed to the Town's Purchasing Officer:

Pam Vickery, Purchasing Officer
Franklin Purchasing Department
355 East Central Street, Room 206
Franklin, MA 02038
Phone: 508-553-4866
Fax: 508-541-5253
Email: PVickery@franklinma.gov

I. PROPERTY DESCRIPTION

The Town of Franklin seeks written proposals to purchase and redevelop the former South Franklin Congregational Meeting House at 762 Washington Street. The Town-owned property consists of one (1) parcel totaling 28,550 SF (0.655 acres) with a wood framed building with 1,620 SF finished interior floor area. The parcel is zoned Rural Residential I, which is intended primarily for single family residential uses in a rural or semirural environment.

Brief History of Site. The existing structure, constructed c. 1856, and land was originally owned and used for religious purposes beginning in the mid-eighteen hundreds by the First Congregational Church of Franklin.

The building is a modest Greek revival rectangular shaped mid-19th-century Congregational meeting house, approximately two-stories with a large attic and a bell tower. It is not ornate except for the five Doric columns at its front. The Meeting House is the oldest church structure in Franklin, and still possesses all the functional elements of a Congregational church including pews, a bell, bell rope, and steeple.

The building is a substantially unchanged landmark; it has never been extensively remodeled, after the installation of electric lighting, heating and plumbing systems. There are no similar structures in the Town of Franklin.

Utilities: The site is served by municipal water and overhead electric power. Onsite septic will require substantial updating, and natural gas service may be available from Colt Road or Washington Street.

Local Historic Resource: The South Franklin Congregational Meeting House has been known also as the Old South Meeting House, and the Union Evangelical Meeting House. The Town documented the structure's local historic significance in 1973 by completing a Massachusetts Historic Commission Form B and requested listing in the National Register of Historic Places; the Town completed additional documentation and re-nominated the former meeting house in 2011. Attachment E contains the Massachusetts Cultural Resource Information System (MACRIS) database's file (FRN.325) for the "Old South Meeting House".

Town Use of Site - 1972 to 2010. Citing the declining Congregationalist community in Franklin, and the costs of maintaining the Meeting House, the Franklin Federated Church began seeking new uses for its building in the early 1970s. Services continued at the Union Evangelical Meeting House until 1972, at which point the Federated Church, supervising the Meeting House, reached an agreement to deed the building to the Town of Franklin.

After taking ownership of the parcel the Town constructed a water booster pumping station on a small portion of the parcel.

In 1975 Franklin Historical Commission began using the building as the Horace Mann Museum; a wide array of artifacts, documents, and photographs were preserved there and placed on display. In 2007, the museum was closed to the public in preparation for an expected move to a more accessible location in Downtown Franklin; Museum artifacts were moved in 2010. The Franklin Historical Commission continues to oversee the preservation of this building, and archive photographs, and written records of the Meeting House, including the complete Union Sunday School library collection.

Since the Museum's artifacts were moved in 2010, the Town has not made use of the parcel other than use of the property for the water booster pumping station mentioned above. The Town has no current or anticipated use for the Property, other than the water booster pumping station, and wishes the building and remaining land be put to productive reuse.

Easement Required for Water Booster Pumping Station: The Town needs regular access to the water booster pumping station on the parcel. The successful Proposer will be required to agree to a permanent easement for access, maintenance, and improvements to the municipal water booster pumping station on site. The diagram in Attachment B shows the approximate location of a proposed 10,500+/- SF permanent easement to be retained by the Town of Franklin.

For more information on required deed restrictions and the easement see Section II of this RFP and the draft Land Disposition Agreement in Attachment F.

Additional Information:

In 2015 the Town contracted with Civitects PC to develop a *Comprehensive Investigation and Analysis of Existing Conditions* (May 2015). The resulting report included assessments of the building's architectural, structural, plumbing, mechanical and electrical assets, identified code concerns and accessibility issues, and recommended appropriate repairs and improvements.

More recently the Town contracted with LLB Architects of Worcester, MA to conduct an *Existing Conditions Report and Peer Review* document (September 2020) of the former South Franklin Congregational Meeting House. Both documents are available for viewing and downloading on the Town's website.

The Town invites you to examine the information contained within the two assessment documents mentioned above; both documents can be found on the Town's website

(<https://www.franklinma.gov/administrator/pages/special-projects>).

The property's parcel map (Assessor Parcel Map 322 Lot 50) is in Attachment C, and the CAI Property Card is Attachment D.

II. PROJECT GOALS AND ALLOWED USE OF THE SITE

In March 2022 the Town distributed a Request for Expressions of Interest (REI) to solicit informal proposals from qualified developers and other interested parties who wish to purchase or lease and redevelop the property. The Town Council used proposals received during the REI process to identify what use(s) would be allowed once the property was leased or sold.

At their September 28, 2022 meeting Franklin Town Council determined that use of the Property for an affordable single family residence is in Town's best interest. Based upon that determination, Town Council passed Resolution 22-61 (see Attachment A) directing the Town Administration to cause a Request for Proposals to be prepared and issued for the Property.

Minimum Town Requirements for Site Development

Below is a short list of conditions that are required of all proposals. Any Firm desiring consideration that submits a proposal not meeting these "initial" minimum qualifications/requirements will be determined to be non-responsive and disqualified from any further review.

At a minimum, the following conditions will be required of all Proposals:

- Development of the site for an affordable single family residence. Please refer to the Town of Franklin's Zoning Bylaw.
- A permanent deed restriction will be required to assure the building is kept as an affordable single family home in perpetuity.
- The building's historic façade must be maintained.
- A permanent historic preservation deed restriction to preserve the historic exterior will be required.
- Note: The Town will consider proposals that contain alterations to the rear and west side facades that do not take away from the building's historic mid-19th-century architecture.
- The Town will retain a permanent easement, approximately 10,500 square feet, for regular access, maintenance, and potential improvements to the Water Booster Station on the property (see Attachment B).
- The Permanent easement will consist of the southernmost 10,500 square feet of the parcel, and contain the Water Booster Station, underground water lines and an access drive from Colt Road.

- **Nonprofit Use:** Any nonprofit user will be expected to sign a “payment-in-lieu of taxes” (PILOT) agreement acceptable to the Town;
- **Price:** The minimum bid price for the property is \$1,000.00 with the stipulations contained in this RFP.
- **Bid Deposit:** A Bid Deposit of \$25,000 will be required to be paid into escrow at time of proposal submittal.
- Proposals will include all information requested in Section III of this RFP.

In addition to the minimal requirements listed above, Developers are asked to consider the following while developing proposals:

- Proposers should consider that the property is the oldest church building in Franklin, and an important local historic resource. Proposals should consider the building’s historic character and the proposed project’s aesthetic impacts to the area.
- Private/public partnerships are encouraged.
- The Town is willing to consider multiple development options for the Property from a single Proposer.
- The Town requires a deed restriction, and inclusion of the housing unit on the DHCD Subsidized Housing Inventory (SHI).
- The Town encourages the Proposer to give preference to Franklin residents, as permitted by Massachusetts law, for the affordable housing unit created as a result of this project.

III. SUBMISSION REQUIREMENTS

Each Proposal shall contain the information requested in this Section of the RFP. Proposers should follow the prescribed format and use the included forms or reasonable facsimiles thereof.

Proposals that do not include all of the information required below in this section, or proposals with insufficient information to meet the criteria described below, may be considered as non-responsive and dropped from further consideration.

Any information that is considered relevant by the Proposer that does not apply to the requirements listed below should be added as an appendix to the Proposal.

All Proposals shall be submitted in an envelope marked “*South Franklin Congregational Meeting House Proposal*”.

In order to be considered responsive, proposals must include the following:

Letter of Intent: A one to two page letter, signed by the Proposer or principals of a firm, outlining the reasons for interest in this RFP. The letter shall contain the name and address of the developer, and the name, address, telephone number, and email of the contact person. The letter should indicate the respondents offer to purchase and intended re-use of the property, and bid offer. In addition, letters must acknowledge receipt of all RFP addendums (if issued).

Required Forms and Statements: The submitted Proposal should include all of the required signed state forms and statements including non-collusion, certificate of state tax compliance, if non-profit the required Disclosure of Beneficial Interest in Real Property, and a Corporate Vote (see Section XII).

Proposal Form: Use of the Proposal Form in Section XIII of this RFP is suggested. Proposers must provide all information requested on the form, and provide such additional sheets as needed.

Description of the Purchaser(s): A description of the entity submitting the proposal, that includes: corporate name(s) and dba(s) if applicable; corporate address and telephone number; names and

addresses of all investors/shareholders and officers of the corporation; names and titles of persons with the authority to contractually bind an offer to purchase with proof of authority by corporate vote or other.

Description of the Developer(s): Please provide a description of the proposed Developer(s) if different from the proposed Purchaser above, including name of Developer's legal organization name(s), contact information of the Developer's principal(s), development team members (e.g., architect, contractor) if known, and a description of the Developer's experience with similar projects.

Offer to Purchase and Bid Deposit: The proposal shall contain a written offer to purchase, and a \$25,000 bid deposit to be paid into escrow at time of proposal submittal.

Project Description: Proposals must contain a detailed description of the proposed affordable single family development project including but not limited to the following:

- A full description of the proposed use of the "Site", including intensity of use. The site is zoned Rural Residential I. The use and development of the site must conform to the requirements of the Town of Franklin Zoning Bylaw.
- The Town expects Proposers to submit Project Descriptions that meet current zoning requirements; however, if Planning Board, Zoning Board of Appeals, or Town Council actions are required for authorization of the proposed use, identify the required action and provide justification.
- The Project Description shall include preliminary *site development plans* showing the location of existing man-made and natural features, easements, and proposed external improvements, and preliminary *floor plans* showing the proposed internal improvements. Site Plans and Floor Plans should be to scale and contain reasonably accurate depictions of existing and proposed conditions, however, submission of architectural drawings and engineered site plans are not necessary at this stage.
- The Project Description shall contain a *development timetable* listing potential dates of the following:
 - Execution of Agreement following Town Council action;
 - Financing in place;
 - Permitting;
 - Start of construction;
 - End of construction;
 - Occupancy.

Note: The disposition of the property shall take place within a reasonable amount of time, as mutually agreed, following the Town Council's approval and acceptance of the winning proposal.

- **Financial Plan:** A financial plan demonstrating the availability of sufficient resources to purchase the property, secure the property, and complete the contemplated re-use of the property must be presented. The plan shall include commitments from potential funding sources, both public and private, a financing plan and supporting documentation demonstrating that sufficient funding is available to undertake the project. For example, financing commitments in legally binding form shall rate higher than letters of interest; and financing commitments shall rate higher than financing commitments with conditions pertaining to additional debt/equity contributions or participation.

Proposers must demonstrate that they have the financial resources to support the proposed development; such information shall indicate both internal financing, as well as anticipated borrowing. Proposers must be willing to provide the evaluation committee with financial statements (preferably audited) and bank references, if requested during a final proposal evaluation.

IV. ADDITIONAL INFORMATION

- Any questions concerning the content or interpretation of this RFP must be submitted in writing to the office of the Purchasing Officer (PVickery@franklinma.gov) no later than three (3) business days prior to the submission deadline
- Any response to such questions will be provided in writing to all parties that have been provided a copy of this RFP by mail. Acceptance for any and all addenda must be acknowledged in the proposal being submitted for consideration.
- The Town will not be bound by any oral interpretation(s) or representation(s) made by any Town official or employee with respect to the terms and conditions of this RFP procedure, or of the condition of the Property.

V. DISCLOSURES AND LIMITING CONDITIONS

- This RFP is subject to the process outlined within this document.
- This RFP is made subject to errors, omissions, or withdrawal without prior notice. In no way does this obligate the Town to select a developer.
- The Property is presented in “as-is condition”, with no representations or warranties by the Town.
- While all information furnished herein was gathered from sources deemed to be reliable, no representation or warranty is made as to the accuracy or completeness thereof. Prospective developers should undertake their own review and reach their own conclusions concerning zoning, physical conditions, environmental concerns, required approvals, use potential, and other development and ownership considerations.
- Proponents are asked to provide information regarding any legal or administrative actions past, pending, or threatened which could relate to the conduct of the proponent’s (or its principals or affiliates) business and/or their compliance with laws.
- Disclosure is required of any past or present affiliations of the proponent, proponent team members or proponent employees with the Town of Franklin. Please describe the nature and duration of the affiliation, including a disclosure of existing or past public contracts in Franklin, the contracting parties, scope of the contract, and period of performance.
- The Town of Franklin encourages participation by Minority and Women Owned Business Enterprises (MWBE).
- Nothing herein is intended to exclude any responsible Proposer, or in any way restrain competition. All responsible purchaser/developers are encouraged to submit proposals.

VI. QUALIFICATIONS

The recommendation for award of this property is based on a Qualification Based Selection (QBS) Process. All Proposers must possess and provide evidence of “initial” minimum qualifications stated in Section II, and meet all submission requirements in Section III for the submitted proposal to be considered as “responsive”.

Non-responsive Proposals. Any Proposer desiring consideration that has not provided all initial minimum qualifications stated in Section II, and met all submission requirements in Section III may be determined to be non-responsive and disqualified from any further review.

VII. SUBMISSION OF PROPOSALS

Interested Proposers must submit the following in a sealed envelope clearly marked “*South Franklin Congregational Meeting House Proposal*” with the name and address of the Proposer on the outside of the envelope to the Town of Franklin’s Purchasing Agent by the Submittal Deadline:

- A. One (1) original (un-bound) and six (6) bound copies of Proposal, including Cover Letter, all required forms, and all information requested in Sections II and III.

Pam Vickery, Purchasing Officer
 Franklin Purchasing Department
 Town of Franklin, Municipal Building
 355 East Central Street, Room 206
 Franklin, MA 02038
 Phone: 508-553-4866
 Fax: 508-541-5253
 Email: PVickery@franklinma.gov

Proposal Deadline: Deadline for submission of Proposals is November 3, 2022 at 11:00 a.m.

- Proposals will be publicly opened at that time, with the name of each proposer and the price recorded.
- Proposals become public information when they are opened.
- Proposals received after the deadline will be rejected and returned to the proposer unopened.
- Proposals submitted prior to the deadline may be corrected, modified or withdrawn by written notice received in the office of the Purchasing Agent prior to the submission deadline stated above. The Town shall waive any informality in a proposal submission or allow the proposer to correct them.
- Persons submitting a proposal by mail or other delivery service shall bear full responsibility for delivery to the designated office prior to the submission deadline.
- All materials submitted by Proposers become the property of the Town. The Town is under no obligation to return any of the material submitted by a Proposer in response to this RFP.
- The Town reserves the right to accept or reject in whole or in part any and all proposals submitted, and waive informalities and technicalities.

VIII. PROPOSAL TIME FRAME

Each Proposer’s proposal must remain in effect for at least 120 days from the Deadline for its submission. The Town will decide upon acceptance within 120 days of submission.

IX. CRITERIA FOR EVALUATION

All proposals will be reviewed by a Proposal Evaluation Committee comprised of the Director of Facilities, Director of Planning & Community Development, and Building Commissioner.

To be considered responsive, Proposals must meet the Minimum Submittal Requirements set out in Sections II and III of this RFP. Once a Proposal is considered responsive, Proposals will be evaluated and rated according to the Comparative Evaluation Criteria in order to determine the proposal which indicates the most appropriate use of the site, and which is deemed to be in the best interests of the Town of Franklin.

Within each category, the degree to which the proposal satisfies the stated objective shall be reviewed and rated on a system of “Highly Advantageous”, “Advantageous”, and “Not Advantageous”:

PROPERTY REUSE

Highly Advantageous - A proposal that demonstrates the most viable reuse of the property and is consistent with the goals stated.

Advantageous - A proposal that demonstrates a viable reuse of the property in accordance with goals previously stated.

Not Advantageous - A proposal that is not consistent with goals and objectives listed in the RFP.

REDEVELOPMENT PLAN

Highly Advantageous - A proposal that has a redevelopment plan that demonstrates a well-planned use of the property, management experience, and a development team which shows a strong commitment to commence the redevelopment within one hundred twenty (120) days of conveyance of title and the ability to complete the work within eighteen-months of conveyance.

Advantageous - A proposal that has a redevelopment plan that demonstrates a well-planned use of the property, management experience, and a development team which can show a strong commitment to commence the redevelopment within one hundred fifty (150) days of conveyance of title and the ability to complete the work within twenty-four months of conveyance.

Not Advantageous - A proposal that does not demonstrate a well-planned use of the property, or does not demonstrate management experience and a development team which can show a strong commitment to commence the redevelopment within one hundred fifty (150) days of conveyance of title and the ability to complete the work within twenty-four months of conveyance.

DEVELOPER EXPERIENCE

Highly Advantageous - A proposal that demonstrates the development team has substantial experience with similar projects, including affordable housing and historic façade preservation.

Advantageous - A proposal that demonstrates the development team has at least some experience with similar projects, including affordable housing or historic façade preservation.

Not Advantageous - A proposal that does not demonstrate the development team has experience with similar projects.

All finalist on the shortlist will be required to provide evidence of financial ability and will be subject to one additional evaluation as follows:

Highly Advantageous – A proposal that demonstrates firm financial commitments, and the financial capability to initiate and complete the redevelopment within a definitive timeframe that is in the best interests of the Town of Franklin.

Advantageous – A proposal that has letters of financial interest, and the capability to initiate and complete the redevelopment within a definitive timeframe that is in the best interests of the Town of Franklin.

Not Advantageous – A proposal that does not include letters of financial interest or does not adequately address a timetable for the redevelopment of the property.

X. RULE FOR AWARD

The Proposal Evaluation Committee will evaluate and rate all responsive proposals, and shall submit to the Town Administrator a list of the three best proposals. A written statement of the advantages and disadvantages of each Proposal and a recommendation as to the most advantageous proposal will be

generated by the Committee. The Committee will interview prospective Proposal proponents and the results of the interviews will be considered in the full evaluation process. The Town Administrator shall make recommendation to the Town Council as to the successful proposer, taking into consideration the Committee's recommendation, and their independent judgment as to which proposal is in the best interests of the Town.

Award of the Disposition shall be subject to the approval of the Franklin Town Council. The Town Council will vote to award taking into consideration the best interest of the Town.

In no way is the Town obligated to select a developer. The Town reserves the right to accept or reject in whole or in part any and all proposals submitted, and waive informalities and technicalities

This Request for Proposals may be cancelled if the Town determines that cancellation serves the best interests of the Town of Franklin.

XI. TERMS OF AGREEMENT

- A Land Disposition Agreement will be reviewed by the Town Attorney for compliance with the terms of the RFP, and may incorporate the terms of this RFP and of the proposal selected. A draft Land Disposition Agreement is provided in Attachment F.
- The successful Proposer will be expected to execute a Land Disposition Agreement within sixty (60) days of the delivery of the Agreement. Failure to execute the Land Disposition Agreement within sixty (60) days will result in forfeiture of the security, otherwise, the deposit will be returned.
- Bid deposits of unsuccessful proposers will be returned upon the execution of the Land Disposition Agreement.
- If the successful Proposer fails to construct the proposed Project within five (5) years of execution of the Land Disposition Agreement the Property will automatically revert to the Town.
- The successful Proposer shall not assign, transfer, sublet, convey or otherwise dispose of any agreement or contract which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the Town. Should the successful Proposer attempt any of the above without written consent of the Town, the Town reserves the right to declare the Purchaser in default and terminate the agreement or contract for cause.
- Prospective purchaser must be current in taxes and all water and sewer liabilities on any and all real estate owned in the Town of Franklin.
- The sale of the property is subject to any easements existing and required for street, sewer and water or any other public purposes within the Property or in the streets abutting the Property.
- The successful Proposer is to be responsible for providing for, and paying for, all title work and is responsible for paying for a survey of the parcel of land, with that survey being subject to the approval of the Town of Franklin.
- The successful Proposer will have complete responsibility for all expenses related to the operations and maintenance of the building including taxes, as required by law; any nonprofit user will be required to sign a "payment-in-lieu of taxes" (PILOT) agreement acceptable to the Town.
- All building and expansion schedules will be subject to the prior approval of the Town, including any and all building and or construction permits.
- The successful Proposer will be responsible for all utilities, including water, sewer and storm drainage, solid waste disposal, snow and ice removal, and all repairs required to maintain the building in compliance with all applicable provisions of law, regulations, and building codes.

XII. STATEMENTS REQUIRED WITH SUBMISSION

All proposals shall include the following statements:

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

Signature of person submitting the proposal

Name of Business or Development

CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Ch. 151A, Section 19A, I certify under the penalty of perjury that _____ has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

*Signature of Individual
Or Corporate Officer

**Social Security Number/
Federal Identification Number

Corporate Name: _____
(if applicable)

Name and Title: _____

Of Corporate Officer
(if applicable)

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant. For all corporations, a certified copy of the vote of the Board of Directors must be provided.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49A.

CERTIFICATE OF CORPORATE VOTE (if applicable)

If a corporation, complete below or attach to each signed copy of a contract a notarized copy of vote of corporation authorizing the signatory to sign this contract. If attesting clerk is same as individual executing contract, have signature notarized below.

At a duly authorized meeting of the Board of Directors of the _____ held on _____
(Name of Corporation) (Date)

At which all the Directors were present or waived notice, it was VOTED That,

(Name) (Officer)

of this company be and hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such _____
(Officer)

of the company, shall be valid and binding upon this company.

I hereby certify that I am the Clerk of the _____
that _____ is the duly elected _____
(Name) (Officer)

of said company, and that the above vote has not been amended or rescinded in full force and effect as of the date of this contract.

A true copy,
ATTEST _____
Clerk

Place of Business _____

Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____
DAY OF _____, 20____.

NOTARY PUBLIC

DISCLOSURE OF BENEFICIAL INTEREST IN REAL PROPERTY

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Asset Management (DCAM), formerly the Division of Capital Planning and Operations, as required by M.G.L. c. 7 section 40J, prior to the conveyance for the real property described below. Attach additional sheets if necessary.

1. Public Agency involved in this transaction: _____
(Name of jurisdiction)

2. Complete legal description of the property:

3. Type of Transaction: _____ Sale _____ Lease or rental for _____
(Term)

4. Seller(s) or Lessee(s): _____

Purchaser(s) or Lessee(s): _____

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as listed below:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property

transaction with the public agency names in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a New Disclosure with the Division of Capital Asset Management within Thirty (30) days following the change or addition.

The undersigned swears under pains and penalties of (perjury) that this Form is completed and accurate in all respects.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

XIII. PROPOSAL FORM

**TOWN OF FRANKLIN
DISPOSITION OF REAL PROPERTY
SOUTH FRANKLIN CONGREGATIONAL MEETING HOUSE**

Date: _____

Name and address of Individual, Corporation or other Entity submitting this proposal:

The following information shall be provided on this form or on such additional sheets as shall be required.

1. The Individual, Corporation or other entity submitting this proposal operates on a for-profit , not-for-profit basis. Evidence of not-for-profit status is attached to this proposal form.
 Yes No

2. Provide a brief history of the entity submitting this proposal, including length of time in existence, name and address of officers or trustees, current location, description of current operations, including number of employees etc. Attach additional sheets as needed.

3. The Prospective Developer agrees to execute a Land Disposition Agreement in substantially the form included in the Request for Proposals within sixty (60) days of delivery of such Agreement by the Town. Yes No

4. Proposed price to purchase the 762 Washington Street Site _____

By: _____
Signature and Title

By: _____
Name of Business (if applicable)

XIV. ATTACHMENTS

Available Reference Documents.

The following documents are attached for review:

ATTACHMENT A - RESOLUTION 22-61 SFCMH RFP

ATTACHMENT B - PROPOSED EASEMENT LOCATION - 762 WASHINGTON

ATTACHMENT C - ASSESSOR PARCEL MAP 322 LOT 50

ATTACHMENT D - CAI PROPERTY CARD - 762 WASHINGTON

ATTACHMENT E - MHC MACRIS FRN.325 - OLD SOUTH MEETING HOUSE

ATTACHMENT F - LAND DISPOSITION AGREEMENT (DRAFT)

Additional Property Assessment Documents (Online)

In addition, the Town invites you to examine the information contained within the following property assessment documents:

1. **Comprehensive Investigation & Analysis of Existing Conditions** - May 2015
2. **Existing Conditions Report & Peer Review** - September 2020

Both documents can be found on the Town's website:

(<https://www.franklinma.gov/administrator/pages/special-projects>).

Proposers/Development Teams should examine all available information and materials.

Failure to do so will be at the Proposer's/Development Team's risk.



Former South Franklin Congregational Meeting House at 762 Washington Street



TOWN OF FRANKLIN RESOLUTION 22-61

DIRECTION FOR ISSUANCE OF REQUEST FOR PROPOSALS 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 (hereinafter: “Council”) desires that the building and remaining land be put to productive reuse(s) and the building’s historic exterior be preserved; and
- WHEREAS,** In furtherance thereof, Council adopted Resolution 22-15 authorizing the Issuance of a Request for Expressions of Interest, which request elicited several responses including a proposal to rehabilitate Property for an affordable single family residence and Council has determined that the use of Property for this purpose is in Town’s best interest; and
- WHEREAS,** Based upon said determination, Council is willing to consider disposing of Property for said purpose and therefore seeks proposals for reuse and/or redevelopment of building and land for affordable residential housing except for the land on which the municipal water booster pumping station is located, said reuse or redevelopment to be subject to both a permanent affordable housing and an historic preservation 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 Proposals to be prepared and issued for Property, except for the land on which the municipal water booster pumping station is located, for reuse and/or redevelopment of building and land for affordable residential housing, with construction to be completed within five (5) years following receipt of deed, and with provision for both a permanent affordable housing and an historic preservation restriction, with responses due no later than November 3, 2022.
2. Directs the Town Administrator to review and evaluate all responses and to provide the Town Council with his recommendation.

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:** _____

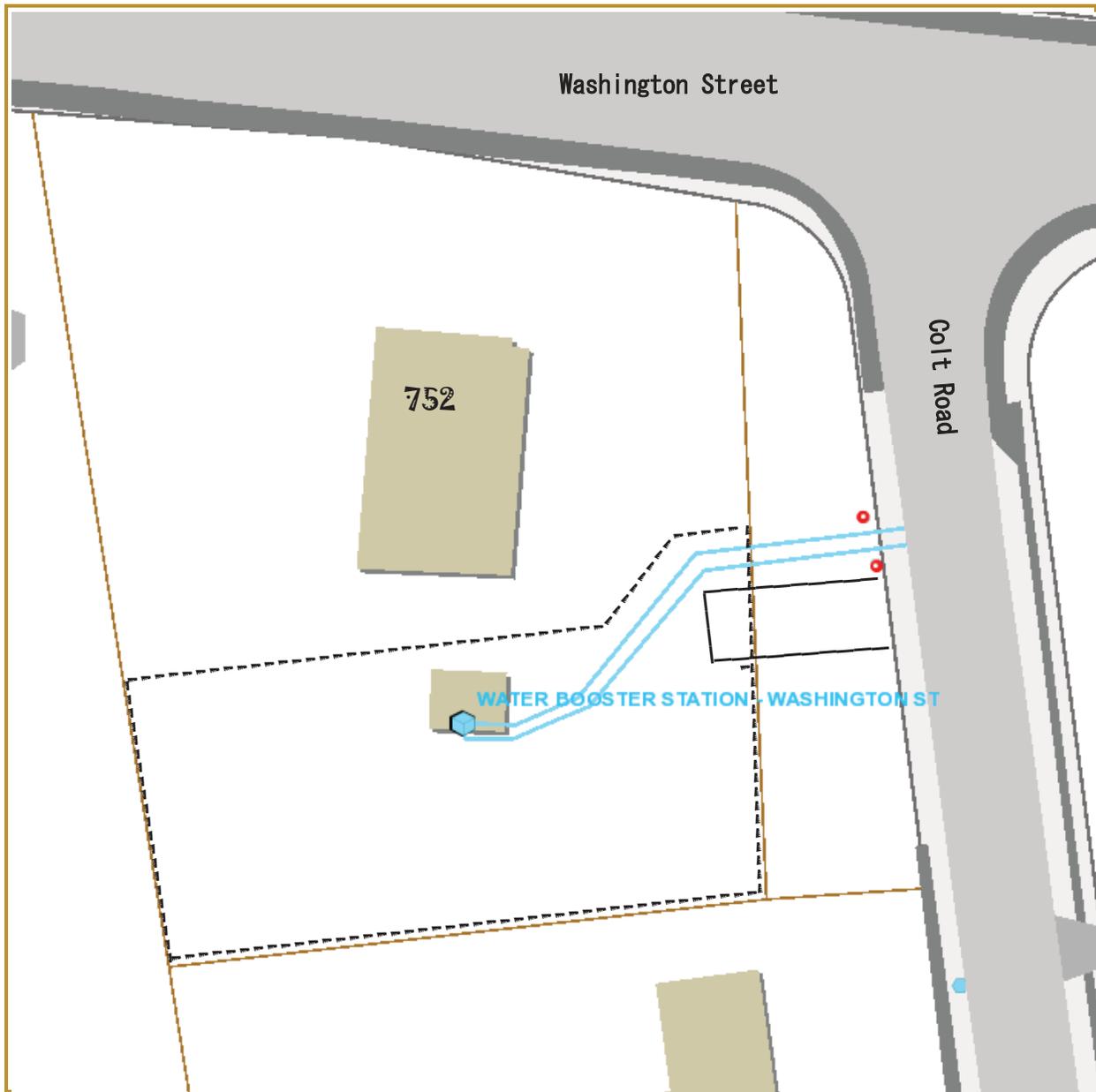
ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

Nancy Danello, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Approximate Location of Required Municipal Water Easement 762 Washington Street, Franklin, MA



Permanent easement required for municipal water booster station building, water lines, and access drive from Colt Road.

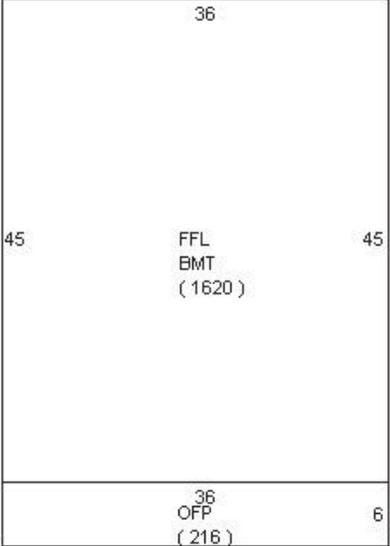
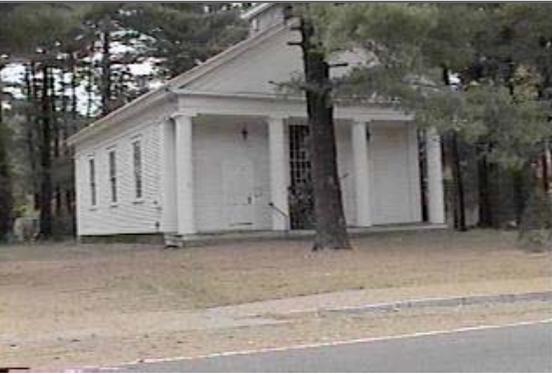
Water booster station and waterlines shown in blue.

Proposed easement shown with dashed black line.

Proposed access driveway from Colt Road shown with solid black lines.

CAI Property Card

Town of Franklin, Massachusetts

GENERAL PROPERTY INFORMATION	BUILDING EXTERIOR
LOCATION: 762 WASHINGTON ST ACRES: 0.65542 PARCEL ID: 322-050-000-000 LAND USE CODE: 931 - IMP - COUNCL CONDO COMPLEX: OWNER: FRANKLIN TOWN OF CO - OWNER: MAILING ADDRESS: 355 EAST CENTRAL STREET FRANKLIN, MA 02038 ZONING: MassGIS LocID #: M_205774_867274	BUILDING STYLE: GOV'T BLDG YEAR BUILT: 1856 FRAME: WOOD EXTERIOR WALL COVER: CLAPBOARD ROOF STYLE: GABLE ROOF COVER: ASPHALT SHGL
	BUILDING INTERIOR
SALE INFORMATION SALE DATE: 8/18/1972 BOOK & PAGE: 4859-675 SALE PRICE: SALE DESCRIPTION: SELLER:	INTERIOR WALL: PLASTER FLOOR COVER: CARPET HEAT TYPE: FORCED H/A FUEL TYPE: ELECTRIC PERCENT A/C: 0 SOLAR HOT WATER: NO CENTRAL VACUUM: NO # OF ROOMS: 0 # OF BEDROOMS: 0 # OF FULL BATHS: 0 # OF HALF BATHS: 2 # OF ADDITIONAL FIXTURES: 0 # OF KITCHENS: 0 # OF FIREPLACES: 0 # OF WOOD STOVE FLUES: 0
PRINCIPAL BUILDING AREAS	
GROSS BUILDING AREA: 3,456 FINISHED BUILDING AREA: 1,620 BASEMENT AREA: 1,620 # OF PRINCIPAL BUILDINGS: 1	OTHER FEATURES ATTACHED GARAGE: 0 # OF BASEMENT GARAGES: 0 DETACHED GARAGE: POOL: NO
SKETCH	PHOTO
	



www.cai-tech.com

This information is believed to be correct but is subject to change and is not warranted.

Massachusetts Cultural Resource Information System

Scanned Record Cover Page

Inventory No:	FRN.325
Historic Name:	Union Congregational Parish of South Franklin
Common Name:	First Congregational Parish Church
Address:	762 Washington St
City/Town:	Franklin
Village/Neighborhood:	South Franklin - Wadsworth;
Local No:	305; 322-050;
Year Constructed:	1861
Architectural Style(s):	Greek Revival;
Use(s):	Abandoned or Vacant; Church; Museum;
Significance:	Architecture; Community Planning; Education; Religion;
Area(s):	FRN.E
Designation(s):	
Building Materials:	Roof: Asphalt Shingle; Wall: Wood; Wood Clapboard; Foundation: Stone, Uncut;
Demolished	No



The Massachusetts Historical Commission (MHC) has converted this paper record to digital format as part of ongoing projects to scan records of the Inventory of Historic Assets of the Commonwealth and National Register of Historic Places nominations for Massachusetts. Efforts are ongoing and not all inventory or National Register records related to this resource may be available in digital format at this time.

The MACRIS database and scanned files are highly dynamic; new information is added daily and both database records and related scanned files may be updated as new information is incorporated into MHC files. Users should note that there may be a considerable lag time between the receipt of new or updated records by MHC and the appearance of related information in MACRIS. Users should also note that not all source materials for the MACRIS database are made available as scanned images. Users may consult the records, files and maps available in MHC's public research area at its offices at the State Archives Building, 220 Morrissey Boulevard, Boston, open M-F, 9-5.

Users of this digital material acknowledge that they have read and understood the MACRIS Information and Disclaimer (<http://mhc-macris.net/macrisdisclaimer.htm>)

Data available via the MACRIS web interface, and associated scanned files are for information purposes only. THE ACT OF CHECKING THIS DATABASE AND ASSOCIATED SCANNED FILES DOES NOT SUBSTITUTE FOR COMPLIANCE WITH APPLICABLE LOCAL, STATE OR FEDERAL LAWS AND REGULATIONS. IF YOU ARE REPRESENTING A DEVELOPER AND/OR A PROPOSED PROJECT THAT WILL REQUIRE A PERMIT, LICENSE OR FUNDING FROM ANY STATE OR FEDERAL AGENCY YOU MUST SUBMIT A PROJECT NOTIFICATION FORM TO MHC FOR MHC'S REVIEW AND COMMENT. You can obtain a copy of a PNF through the MHC web site (www.sec.state.ma.us/mhc) under the subject heading "MHC Forms."

Commonwealth of Massachusetts
Massachusetts Historical Commission
220 Morrissey Boulevard, Boston, Massachusetts 02125
www.sec.state.ma.us/mhc

This file was accessed on: Monday, August 29, 2022 at 4:02 PM

FORM B – BUILDING

Assessor's Number USGS Quad Area(s) Form Number

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

		E	FRN.325
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Town/City: Franklin

Place: (*neighborhood or village*): South Franklin
a.k.a. Wadsworth

Address: 762 Washington Street

Historic Name: Union Congregational Parish of South
Franklin / Old South Meeting House

Uses: Present: vacant, former town museum

Original: Congregationalist meeting house

Date of Construction: 1861

Source: Horace Mann Museum; Previously Union Evangelical Meeting
House- Minutes of member.

Style/Form: Greek Revival

Architect/Builder: unknown

Exterior Material:

Foundation: stone

Wall/Trim: wood

Roof: asphalt shingles

Outbuildings/Secondary Structures: small unrelated
structure houses water department apparatus

Major Alterations (*with dates*):
addition of running water and toilet, probably early 20th
century

Condition: E cellent

Moved: no yes **Date:**

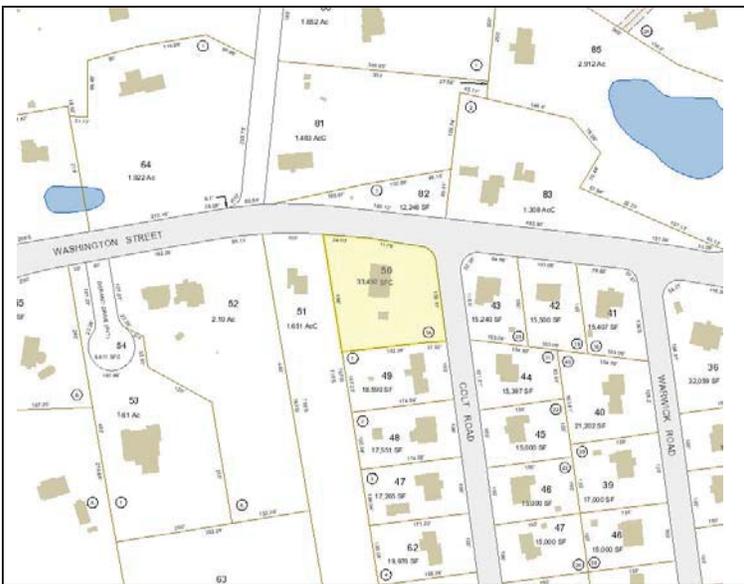
Acreage: 0.769 acres

Setting: residential area

Photograph



Locus Map



Recorded by: Eamon McCarthy Earls, Associate Member

Organization: Franklin Historical Commission

Date (*month / year*): March 2011

RECEIVED
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INVENTORY FORM B CONTINUATION SHEET

FRANKLIN

762 WASHINGTON ST

MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

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Recommended for listing in the National Register of Historic Places.

If checked, you must attach a completed National Register Criteria Statement form.

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

ARCHITECTURAL DESCRIPTION:

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

A Greek revival, Congregationalist church, and the oldest church building in the Town of Franklin. The Union Evangelical Meeting House is part of an agrarian legacy left by the villagers of Wadsworth and the greater South Franklin area, and a substantially unchanged landmark in a city that has seen extensive growth and property development. The building is rectangular, approximately two-stories with a large attic and a bell tower. It is not ornate except for the five Doric columns at its front. There are no similar structures in the community.

HISTORICAL NARRATIVE

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

Planned by the Congregationalist community of South Franklin in 1856, a committee prepared minutes in 1857 outlining the plan for a community meeting house and religious center. The new building would fill a niche. The devout Congregationalists of South Franklin were separated by several miles from the main Congregationalist church in the center of Franklin, and during inclement weather, or harvest seasons it could be difficult to attend far off church services.

The center of South Franklin was located less than a mile away from the planned meetinghouse, where a small village (usually referred to as Wadsworth, but also more broadly as South Franklin) had taken shape. The village took its name from the Wadsworth family, who moved from Milton, Massachusetts to Franklin in the early 1800s and soon established a small farming village, that later hosted a railroad station on New York, New Haven & Hartford Railroad's Midland Division, a post office, blacksmith shop, village store, and even a watch repair shop, owned by a member of the Wadsworth family who contracted poliomyelitis (rendering him partially paralyzed).

Wadsworth, and the Union Evangelical Meeting House were associated with the 'flowering of New England.' During the late 1850s, a one-room school house between Wadsworth and the Meeting House hosted a "Lycaenum" and debating society. George Wadsworth, a member of the Wadsworth family who lived from the 1830s until 1906 kept a detailed day-to-day journal of Franklin agricultural life and society between 1857, culminating shortly after the blizzard of 1888. Wadsworth describes farming practices, and gives a detailed portrait of the farm country of South Franklin and its religious life, as well the development of the village of Wadsworth.

The Union Evangelical Meeting House continued as a center of Franklin life far into the 20th century, and a site for lively debate. Debates were commonly held when religious services were not in session, and farmers are documented as having debated controversial topics such as national prohibition of alcohol, in the *Franklin Sentinel* (community newspaper, 1878-1978). The church was spared significant damage in the hurricane of 1938, although Franklin's main Congregationalist church became the Federated Church as the Baptist and Congregationalist communities were merged following the destruction of the Baptist church.

INVENTORY FORM B CONTINUATION SHEET

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Citing the declining Congregationalist community in Franklin, and the costs of maintaining the Meeting House, the Franklin Federated Church began seeking new uses for its building in the early 1970s. Services continued at the Union Evangelical Meeting House until 1972, at which point the Federated Church, supervising the Meeting House, reached an agreement to deed the building to the Town of Franklin, on condition that it be used solely as a religious meeting center, or as a community museum. In the run up to the national and town bicentennials, the Franklin Historical Commission was formed and occupied the building, that was renamed the Horace Mann Museum. A wide of artifacts, documents, and photographs were preserved here and placed on display, and the museum opened to the public in 1975.

In 2007, the museum was closed to the public in preparation for an expected move to a more accessible location. After the former town hall (built 1842, rebuilt 1916), later senior center, was closed, the Franklin Historical Commission was allowed to use the new building to house its collection. Museum artifacts were moved in 2010. The Franklin Historical Commission continues to oversee the preservation of this building, and archive photographs, and written records of the Meeting House, including the complete Union Sunday School library collection. The Union Evangelical Meeting House has never been extensively remodeled, after the installation of electric lighting, heating and plumbing systems. Today, the Meeting House is the oldest church in Franklin, and still possesses all the functional elements of a Congregational church included pews, a bell, bell rope, and steeple.

BIBLIOGRAPHY and/or REFERENCES

Horace Mann Museum; Previously Union Evangelical Meeting House- Minutes of member meetings during planning and building, March 1857-April 1861. (manuscript photocopy)

Johnston, James C. *Odyssey in the Wilderness*. Medway: Wayside Press, 1978. Print.

Blake, Mortimer. *A History of the Town of Franklin, Mass. : From its Settlement to the Completion of its First Century*. Franklin: Committee of the Town. 1878. Print.

Lembo, Gail V., ed., *Diaries of George M. Wadsworth: 1857-1893*. Franklin, 1998. Print.

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National Register of Historic Places Criteria Statement Form

Check all that apply:

- Individually eligible Eligible **only** in a historic district
- Contributing to a potential historic district Potential historic district

Criteria: **A** **B** **C** **D**

Criteria Considerations: **A** **B** **C** **D** **E** **F** **G**

Statement of Significance by James McCarthy Earls
The criteria that are checked in the above sections must be justified here.

The Union Evangelical Meeting House, located in South Franklin, Massachusetts is an example of 1850s American Greek revival architecture. The Meeting House is a unique architectural reminder of the early agricultural and Congregationalist heritage of Franklin.

INVENTORY FORM B CONTINUATION SHEET

FRANKLIN

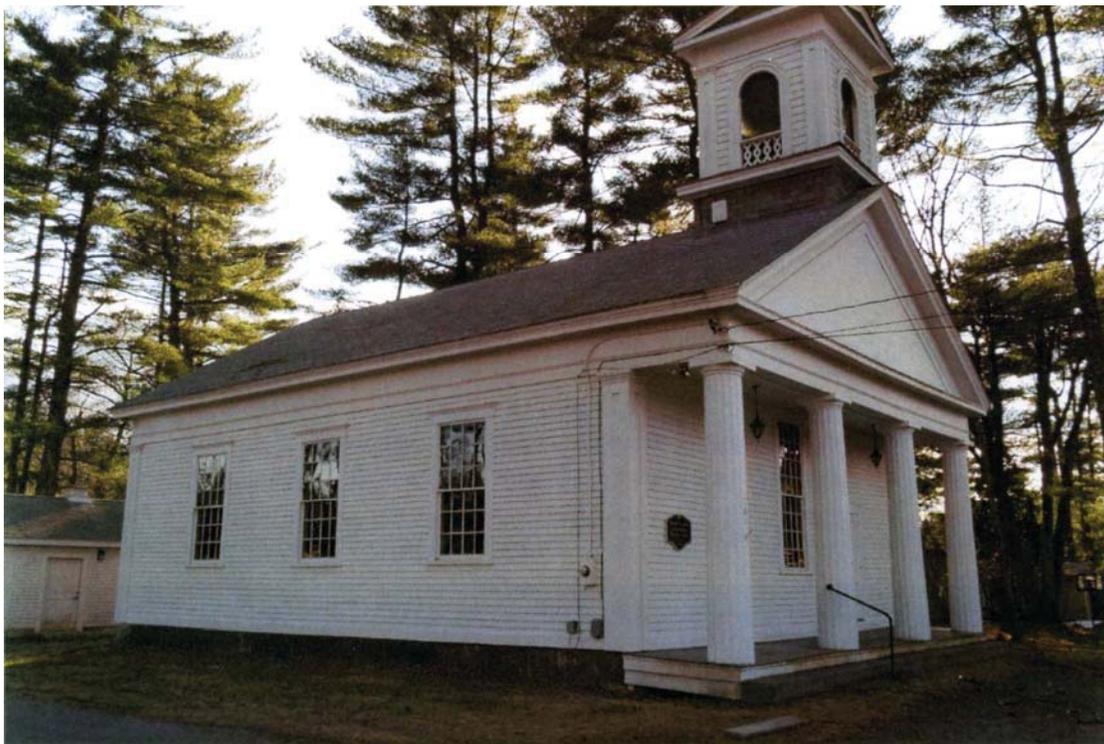
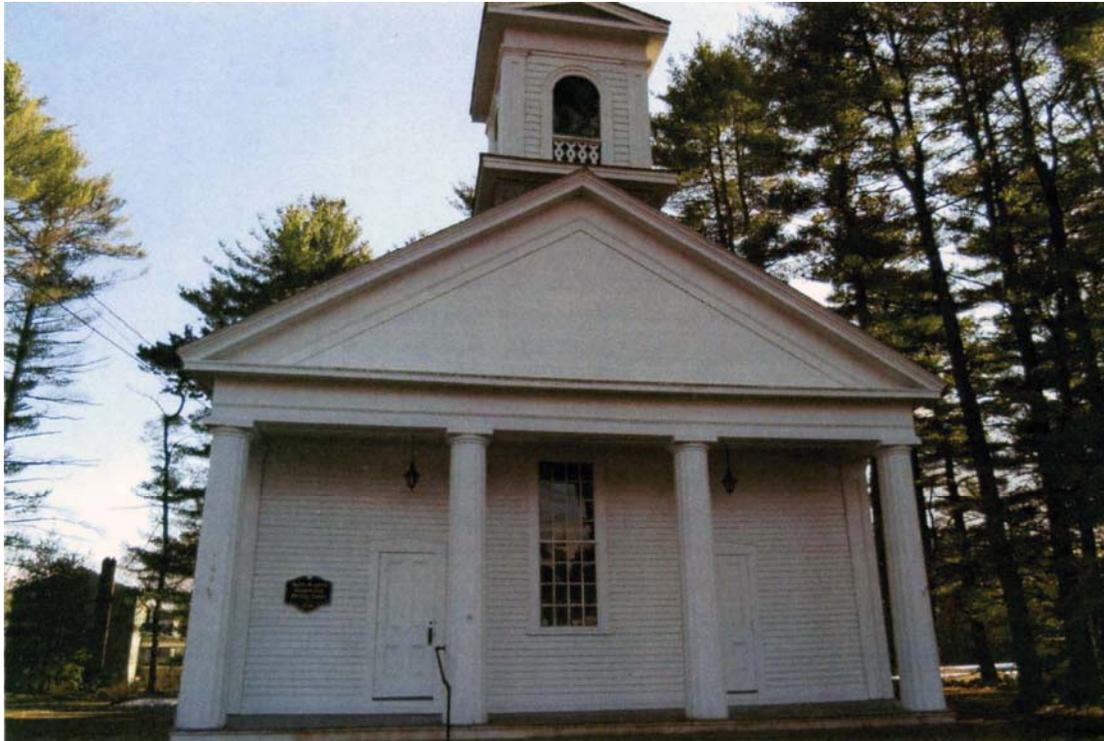
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Supplementary images



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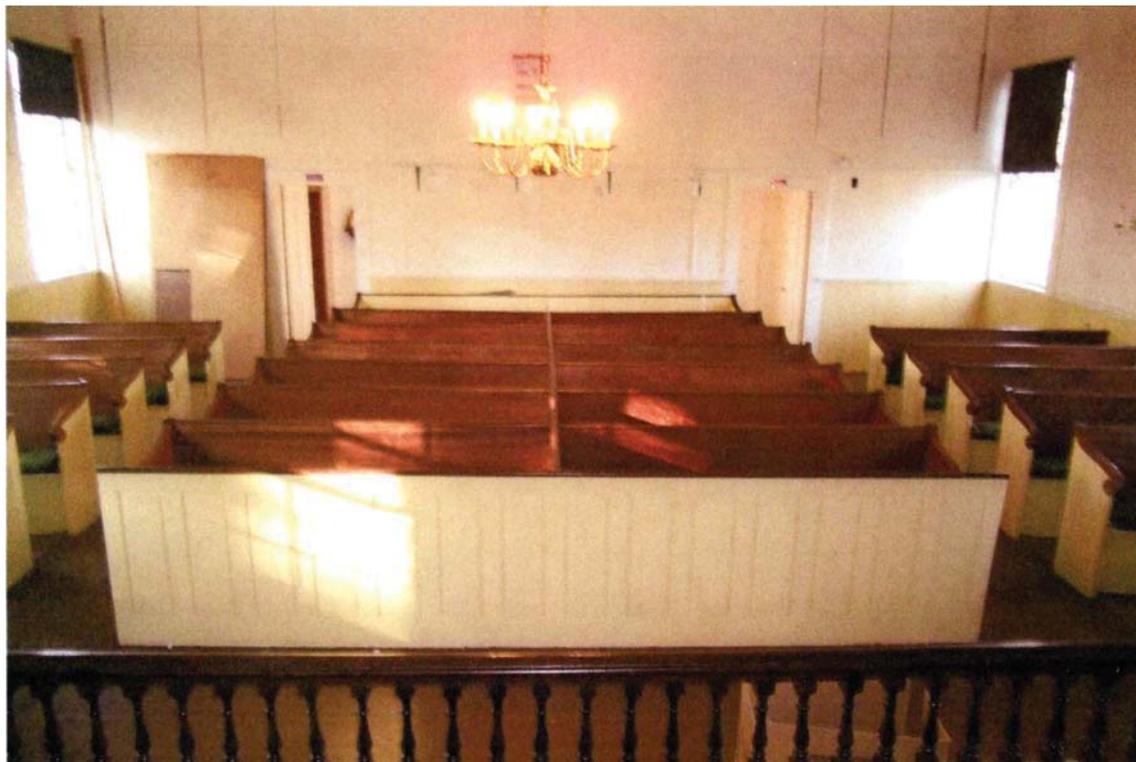
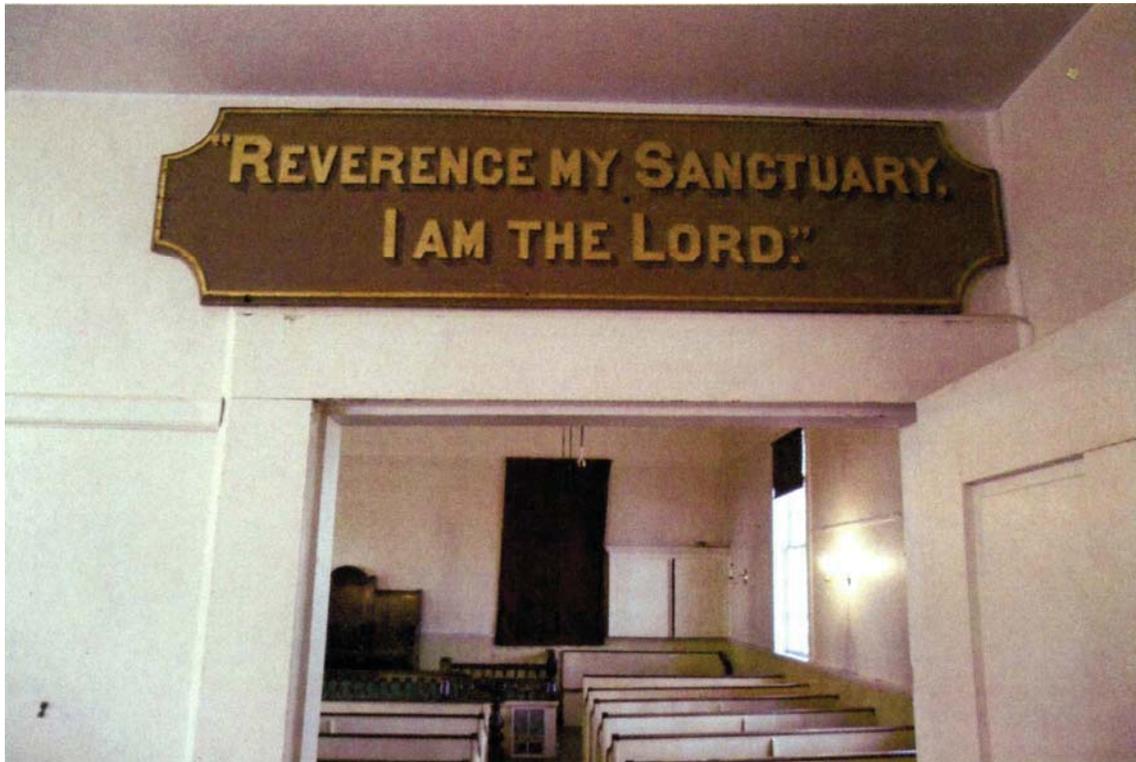
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View of Old South Meeting House, Franklin from the northeast, across Washington St., with Colt Rd. intersection in foreground.



Same view as above, but closer ...

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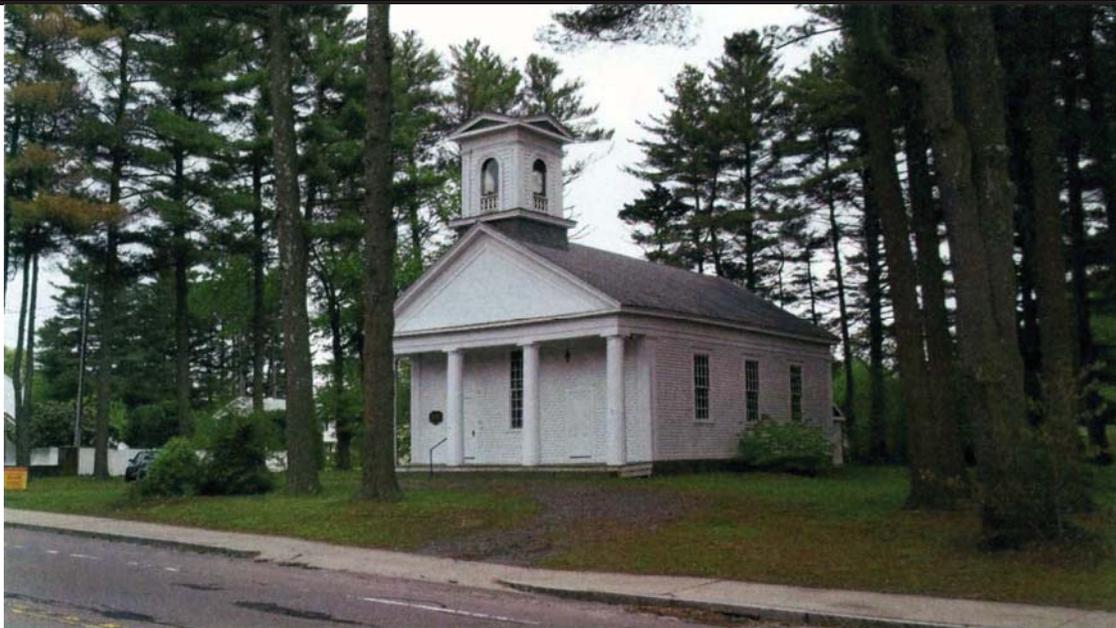
FRANKLIN

762 WASHINGTON ST

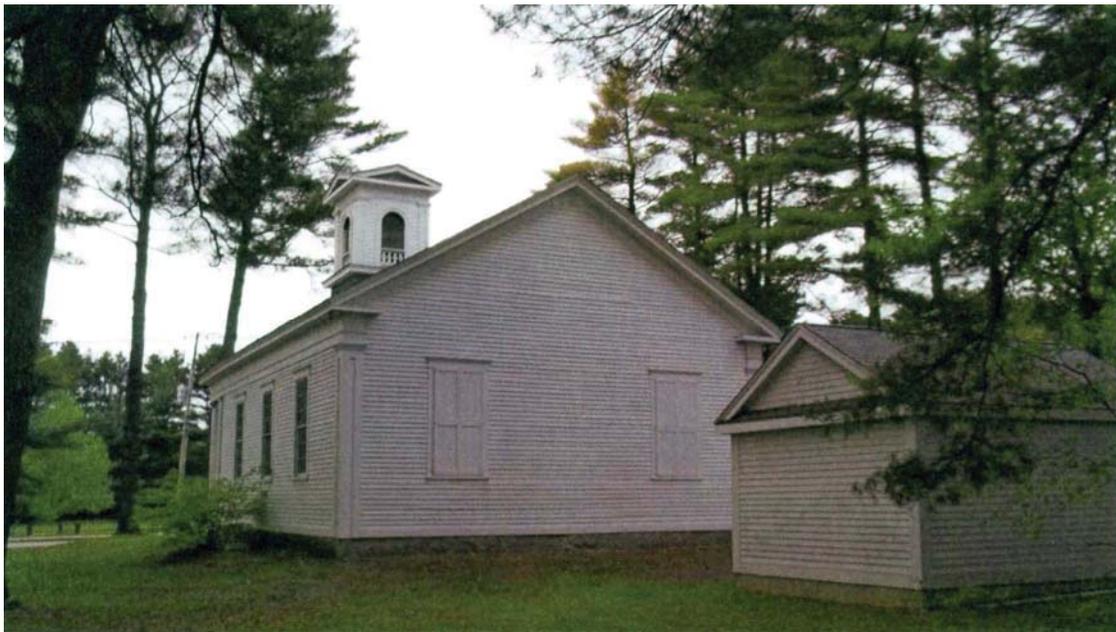
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View of Old South Meeting House from northwest, Washington St. in foreground.



View of rear of structure looking toward north. Recent outbuilding from late 1990s is to right.

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Close view of east side of Old South, looking toward Washington St and the north.

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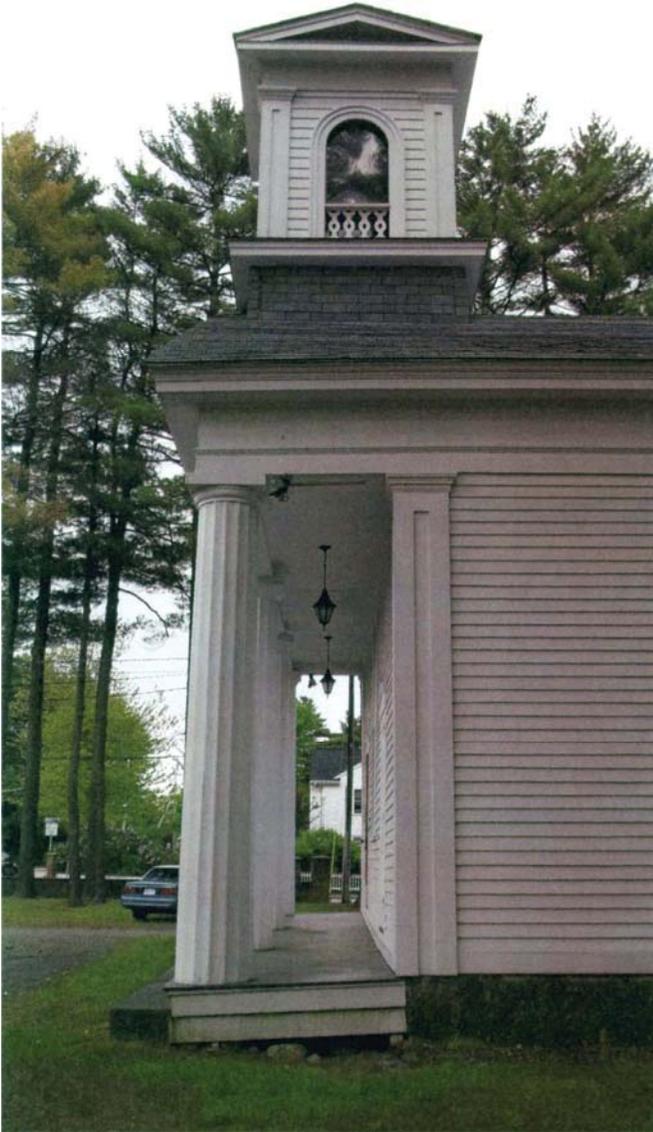
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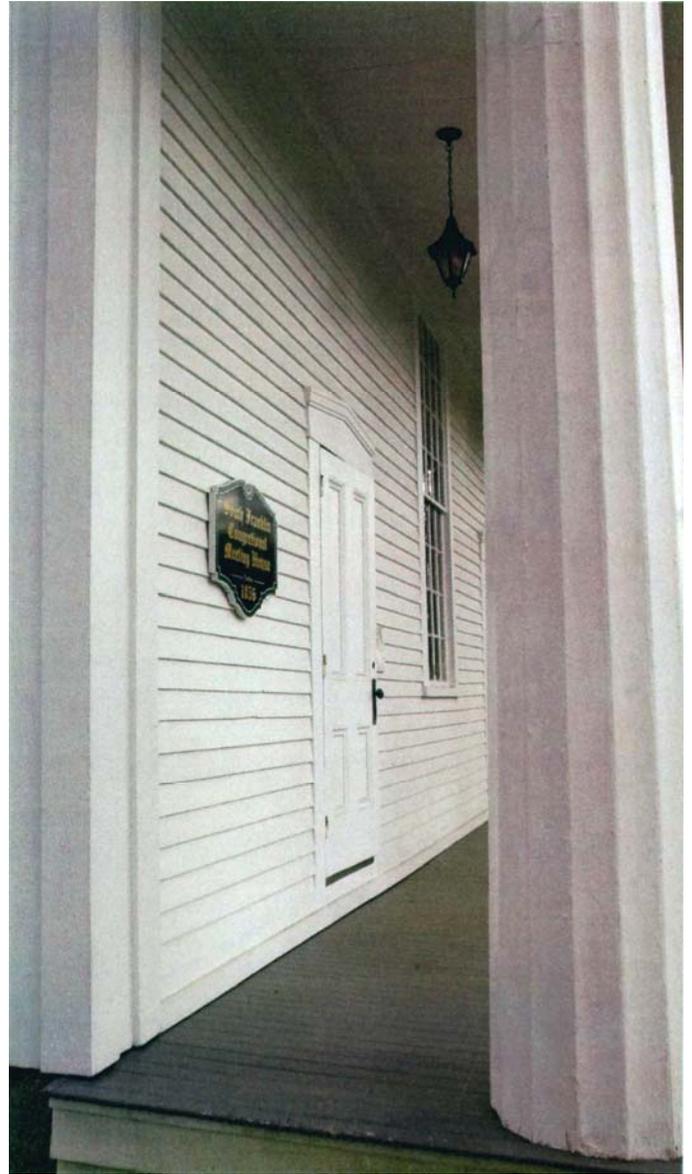
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Detail view of portico looking east



Detailed view of portico looking west

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Front foyer with bell rope at left

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View looking up stairs in attic at interior of steeple, bell and bell rope



Attic interior looking toward belfry.

FORM B - BUILDING

SECT A

AL-S. FRANK - WADSW

In Area no.	Form no.
<u>3 E</u>	<u>305</u>

325

MASSACHUSETTS HISTORICAL COMMISSION
Office of the Secretary, State House, Boston

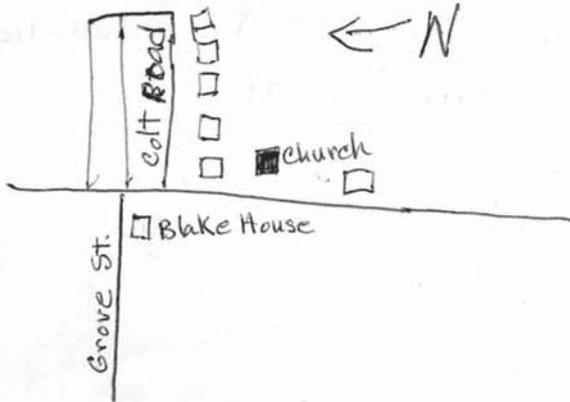


1. Town Franklin
 Address Washington Street
 Name First Congregational Parish
 Present use Franklin Historical Commission Property
 Present owner Franklin

3. Description:

Date 1856
 Source Blake's History P. 97
 Style Country Greek Revival
 Architect _____

4. Map. Draw sketch of building location in relation to nearest cross streets and other buildings. Indicate north.



Exterior wall fabric wood
 Outbuildings (describe) NONE
 Other features steeple

Altered _____ Date _____
 Moved no Date _____

5. Lot size:

Less than one acre _____ Over one acre _____
 Approximate frontage _____

Approximate distance of building from street
50 feet

6. Recorded by James C. Johnston Jr.
 Organization Franklin Historical Comm
 Date May 10, 1973

DO NOT WRITE IN THIS SPACE
USGS Quadrant
<u>Franklin (46)</u>
MHC Photo no. _____

(over)

JUN 28 1973

7. Original owner (if known) Council of the First Parish
 Original use Church
 Subsequent uses (if any) and dates Historical Commission

8. Themes (check as many as applicable)

Aboriginal	<input type="checkbox"/>	Conservation	<input type="checkbox"/>	Recreation	<input type="checkbox"/>
Agricultural	<input checked="" type="checkbox"/>	Education	<input checked="" type="checkbox"/>	Religion	<input checked="" type="checkbox"/>
Architectural	<input type="checkbox"/>	Exploration/ settlement	<input type="checkbox"/>	Science/ invention	<input type="checkbox"/>
The Arts	<input type="checkbox"/>	Industry	<input type="checkbox"/>	Social/ Humanitarian	<input checked="" type="checkbox"/>
Commerce	<input type="checkbox"/>	Military	<input type="checkbox"/>	Transportation	<input type="checkbox"/>
Communication	<input type="checkbox"/>	Political	<input type="checkbox"/>		
Community development	<input type="checkbox"/>				

9. Historical Significance (include explanation of themes checked above)

The Church was founded, because, travel of Three miles to the center of the town to the other church was too far for comfort of the citizens of South Franklin. It is a nice example of a country interpretation of Greek Revival, and reflects the Faith and Puritan Ethic intrinsic to the people who built it for their worship. It will hold a collection of historical objects connected with the history of the town and its relationship to common wealth and nation thus serving both educational and humanitarian needs existing in the community.

10. Bibliography and/or references (such as local history early maps, etc.)

Blake, Mortimer. History



Original yellow form: Eligibility file
Copies: Inventory form
Town file(w/corresp.)
Macris
NR director _____

FRN.325

Community: Franklin

MHC OPINION: ELIGIBILITY FOR NATIONAL REGISTER

Date Received: 6 June 2011 Date Due: Date Reviewed: 15 June 2011

Type: Individual District (Attach map indicating boundaries)

Name: Union Evangelical Meeting House Inventory Form: FRN.325

Address: 762 Washington St

Requested by: Eamon McC. Earls. LHC

Action: Honor ITC Grant R & C Other:

Agency: Staff in charge of Review:

INDIVIDUAL PROPERTIES

Eligible
 Eligible, also in district
 Eligible only in district
 Ineligible
 More information needed

DISTRICTS

Eligible
 Ineligible
 More information needed

CRITERIA: A B C D

LEVEL: Local State National

STATEMENT OF SIGNIFICANCE by Phil Bergen

Relatively preserved modest mid 19th century Congregational meetinghouse, reflecting the rural area in which it sat, the property was built as a relief for South Franklinites removed from the town center. Oldest church building in town. Rectangular, with preserved bell and steeple, it has four Doric columns on its front façade.

The church was closed in 1972, donated to the town, and used as museum until 2007. It is currently vacant.

Additional photos show the outside on all sides, attic and bell, and provide some more information, although outbuildings are not satisfactorily documented. Although vacant, building appears to be in good condition.

Original yellow form: Eligibility file
Copies: Inventory form
Town file(w/corresp.)
Macris
NR director _____

Community: Franklin

MHC OPINION: ELIGIBILITY FOR NATIONAL REGISTER

Date Received: 9 May 11

Date Reviewed: 18 May 11

Type: Individual

District (Attach map indicating boundaries)

Name: Union Evangelical Meeting House

Inventory Form: FRN.325

Address: 762 Washington Street

Requested by: Eamon Earls, LHC

Action: Honor ITC

Grant

R & C

Other:

Agency:

Staff in charge of Review:

INDIVIDUAL PROPERTIES

DISTRICTS

Eligible

Eligible, also in district

Eligible only in district

Ineligible

More information needed

Eligible

Ineligible

More information needed

CRITERIA:

A

B

C

D

LEVEL:

Local

State

National

STATEMENT OF SIGNIFICANCE by Phil Bergen

A relatively preserved modest mid 19th-century Congregational meeting house, reflecting the rural area in which it sat, the property was built as a relief for South Franklinites removed from the town center. It is the oldest church building in the town. Rectangular, with preserved steeple and bell, it has four Doric columns on its front façade.

The church was closed in 1972, donated to the town, and was used as a town museum until 2007.

Questions arose about the outbuildings on site, the lack of substantial interior and exterior photos, and the surrounding area. The church appears to be in good condition, even though the building is currently vacant.

Mark G. Cerel, Franklin Town Attorney

LAND DISPOSITION AGREEMENT (Sample)

AGREEMENT made this _____ day of _____, 20 .

1. Parties and Mailing Address:

The TOWN OF FRANKLIN, a municipal corporation, hereinafter called the "TOWN" or "SELLER", with an address of Municipal Building, 355 East Central Street, Franklin, MA 02038, agrees to sell and _____, a Massachusetts corporation (together with its successors, transferees and assigns), hereinafter called "DEVELOPER" or "BUYER", with an address of _____, agrees to purchase, upon the terms and conditions hereinafter set forth and as may be binding on the property and under applicable law, the premises described herein.

2. Description of Premises:

The property which is the subject of this agreement is described as follows: _____ . A plan showing the property to be conveyed is attached hereto and incorporated by reference herein in as Exhibit A.

3. Deed:

The TOWN shall convey said premises by a good and sufficient quitclaim deed running to the BUYER, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except as follows:

- (a) Provisions of building and zoning laws now existing and as may be existing at the time of the closing.
- (b) Reserved water pump station and access easement.
- (c) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of the property for purposes set forth herein.
- (d) Such taxes for the then current year as are assessed subsequent to delivery of said deed, the property not presently being subject to taxation as municipal property.
- (e) Any liens for municipal betterments assessed after the delivery date.
- (f) Terms and conditions of this Land Disposition Agreement, Land Development Agreement, reverter/reversionary interest and/or mortgage, at TOWN's option, to ensure timely construction of Project consistent with TOWN's RFP and BUYER's Proposal.
- (g) Permanent restriction(s) contained in deed or other recorded instrument to ensure that the property is only used for _____; if such restriction(s) are contained in a separate instrument, it shall be recorded prior and be superior to BUYER's

financing. All such restrictions shall be binding upon BUYER's successors, transferees and assigns and shall run with the land.

- (h) Affordable housing and historic preservation deed restrictions, as well as automatic deed reverter, in event Developer fails to complete construction of affordable single-family residence within five (5) years following conveyance.

4. Description of Project:

BUYER proposes to acquire the Premises for the purposes of _____ as set forth generally in the proposal of the BUYER dated _____ (BUYER's Proposal), submitted in response to the TOWN's Request for Proposals dated _____ (TOWN's RFP). The parties hereto acknowledge that specific design plans and site plans are not established as of the date hereof. All such plans shall comply with TOWN's RFP and BUYER's Proposal and shall be subject to TOWN's review and approval. BUYER may not deviate from its response to TOWN's RFP unless it receives TOWN's written prior approval, which approval shall be solely within TOWN's discretion. BUYER acknowledges that any use of the subject real estate shall be restricted as to the use and the manner set forth in this paragraph. All costs and expenses relative to construction and renovation for the project, including but not limited to any building demolition, removal of material from the site, environmental compliance expenses, abatement/remediation expenses, or the like, shall be the obligation of the BUYER and TOWN shall bear no portion thereof or responsibility therefor, the BUYER agreeing to indemnify, defend and hold harmless the TOWN from any such costs, expenses or liability arising therefrom and/or the work to be performed by the BUYER. The BUYER acknowledges that it has been afforded the opportunity to inspect the premises and is aware that there may be hazardous materials on the premises and it agrees to be solely responsible for any legally required removal or other site remediation. The property is being sold "AS IS" with no warranties or representations by TOWN either express or implied. This provision shall survive the delivery of the deed.

5. Construction of Project:

BUYER shall commence construction of Project immediately following the closing and shall diligently and continuously prosecute the work until fully completed, i.e.: all occupancy permits issued; BUYER shall fully complete Project no later than _____. BUYER's obligations under this paragraph are reflected in automatic reverter to be contained in deed and may, at TOWN's option, be more fully set out in a Land Development Agreement, covenant or other separate document, together with a mortgage to secure BUYER's obligations thereunder, to be executed by BUYER at time of closing and recorded with the deed from TOWN to BUYER; any such document(s) shall be superior to BUYER's financing. This provision shall survive the delivery of the deed.

6. Purchase Price and Payment Schedule:

The purchase price for the property being conveyed hereunder shall be \$ _____ and shall be paid as follows:

- (a) \$ _____ having been paid as a deposit.
- (b) \$ _____ to be paid by _____.
- (c) \$ _____ paid at the time of delivery of the deed, in cash, or by certified, bank, treasurer or cashier's check, drawn on a Massachusetts bank and paid directly to the TOWN without the need for further endorsement.

Total purchase price:

In addition to the purchase price described herein, the BUYER shall make a grant to the TOWN of \$_____ for the purposes of improvements to TOWN property in the immediate vicinity of the premises.

7. Closing Documents:

At the time of the closing, the SELLER shall deliver to the BUYER a deed in such form as necessary to convey title to the property, subject to the terms of this Agreement, to the BUYER. The SELLER shall also deliver an affidavit that the SELLER is not a foreign person or non- resident alien within the meaning of Section 897 of the Internal Revenue Code. The SELLER shall also provide evidence of the authority of the SELLER to deliver the deed and of the party executing the deed to do same on behalf of the TOWN.

The BUYER agrees to execute permanent affordability and historic preservation restrictions, as well as any and all closing documents reasonably necessary to effectuate the conveyance hereunder and as may be necessary to ensure the timely development of the property consistent with TOWN's RFP and BUYER's Proposal and the terms and conditions contained in this agreement. Such documents may include a Land Development Agreement, covenant, mortgage deed restriction(s) and/or other agreement(s) and documents to ensure the performance by the BUYER of its obligations. Any such document(s) shall be in form satisfactory to TOWN, shall contain a provision making the obligations stated therein binding upon BUYER's successors, transferees and assigns, may be recorded, at TOWN's option, and if recorded shall be superior to BUYER's financing. BUYER's compliance with this provision satisfactory to TOWN is a condition of TOWN's obligation to perform, i.e. tender a deed.

8. Time For Performance and Delivery of Deed:

The sale and purchase of the property and the conveyance and delivery of possession of the property and of the deed and purchase price of same shall take place at the office of the TOWN ATTORNEY. The parties shall establish a closing date to be at _____ p.m. on the tenth business day following the expiration of the day period, or any extension thereof, or when BUYER has obtained its permits as provided for in Paragraph 15, whichever is the sooner, unless the parties otherwise agree in writing. It is agreed that time is of the essence of this Agreement.

9. Possession and Condition of the Premises:

Except to the extent that the parties may otherwise agree, full possession of the premises to be conveyed hereunder shall be delivered by the TOWN to the BUYER, free of all tenants and occupants, except as herein provided, at the time of delivery of the deed. The same shall be in the same condition as they now are, reasonable use and wear thereof accepted. The BUYER shall be entitled either personally or by its agents to inspect the premises prior to delivery of the deed for the purpose of determining compliance with the conditions of this Agreement.

10. Need to Perfect Title:

(a) Should the SELLER at the time of the delivery of the deed or at any extension to said time be unable to give title or make conveyance or deliver the premises in accordance with the requirements contained herein, then the SELLER shall use reasonable efforts to remove any infirmities creating its inability as described in this section to make said conveyance, in which event the TOWN shall give notice of same to the BUYER at or before the time for performance hereunder and the closing date shall be extended for up to sixty (60) days or such period as the parties shall agree. "Reasonable efforts" shall not require TOWN to expend more than _____ dollars including attorney's fees.

- (b) If by the expiration of any extended time referred to herein, the TOWN shall have been unable to so remove the defects in the title, deliver possession or otherwise make the premises conform to requirements hereunder, as the case may be, then any deposits made under this Agreement for said lot(s) shall be forthwith refunded to the BUYER and all obligations by and between the parties hereto shall cease and this Agreement shall be null and void without recourse at law or in equity to the parties hereto as relates to said lot(s). However, the BUYER shall have the election at the original delivery date or any extended time therefor, to accept such title as the TOWN can deliver to the premises in their then condition and to pay therefor the agreed purchase price, as may be adjusted by agreement of the parties.

11. Acceptance of Deed:

The acceptance of the deed by the BUYER shall be deemed to be the full performance and discharge of every agreement and obligation of the TOWN, herein contained or expressed, except such as are, by the terms hereof or by the necessary implications of the conditions of this Agreement, to be performed after the delivery of the deed.

12. BUYER's Additional Obligations Contained Hereunder:

The BUYER agrees that it shall work diligently and in good faith with the TOWN in terms of executing and submitting permanent affordability and historic preservation restrictions, as well as any and all other documents, plans and other matters for the review and approval by the TOWN and any other governmental agency or authority to ensure that the work to be performed by the BUYER upon the premises shall be in accordance with the agreement and that said premises shall be maintained by the BUYER and its transferees, successors and assigns all in accordance with the terms and conditions of the agreement. This provision shall survive the delivery of the deed.

13. Use of Funds to Clear Title:

The TOWN may, at the time of delivery of the deed or following same, use the purchase money or any portion thereof to obtain the release or discharge or removal of any and all encumbrances or interests effecting the title, provided that all such instruments obtained are recorded simultaneously with the delivery of the deed or arrangements are made for the recording thereafter in accordance with customary conveyancing practices.

14. Adjustments:

In accordance with the provisions of G. L. c. 59, sec. 2C, an adjustment shall be made at the closing whereby the BUYER shall pay the taxes on the real estate being conveyed hereunder in accordance with all legal requirements. If the amount of said taxes is not known at the time of the delivery of the deed, the same shall be a portion on the basis of the taxes assessed by the Tax Collector for the previous year or the value determined by the Board of Assessors, whichever is the greater, with a reapportionment to be made as soon as the new tax rate and valuation can be ascertained.

15. Building and Other Related Permits:

(a) Governmental Approvals:

Within _____ (_____) days following the date hereof (the "Permit Satisfaction Date") or such later date to which the Permit Satisfaction Date may be extended, in accordance with Paragraph 15(b) hereof, BUYER shall obtain, at its sole cost and expense all Governmental Approvals for construction of the Project, as described in Par. 4. At any time prior to the Permit Satisfaction Date that BUYER reasonably determines that the Governmental Approvals for this project will not be obtained as above provided, BUYER shall forthwith so notify SELLER, whereupon the deposit shall be refunded to BUYER and this Agreement shall thereupon terminate and become void without further recourse to the parties hereto, provided BUYER has used due diligence and reasonable efforts and acted in good faith in pursuing said Governmental Approvals. In the event that BUYER fails to give notice of rescission prior to the Permit Satisfaction Date, as it may be extended in this Section, BUYER shall be deemed to have waived the conditions to Closing contained in this Paragraph 15(a).

The term "Governmental Approval" hereunder shall expressly include those permits which BUYER has identified as necessary for the Project and are identified as follows, with the date by which the same shall be applied for.

Should there be any additional permits which become necessary for BUYER to obtain due to changes in the law or because of project changes approved by TOWN, the parties shall confer with each other relative to same. TOWN may terminate this agreement if in its reasonable opinion any such new permit will cause an unreasonable delay in the closing, provided however that BUYER may opt to continue and close on or before the Permit Satisfaction Date. Governmental Approvals shall not be deemed to have been received until all appeal periods therefrom shall have expired without appeal, or if an appeal is taken, such appeal shall have been resolved to the reasonable satisfaction of the BUYER.

BUYER shall promptly notify SELLER when all Governmental Approvals have been granted, all appeal periods therefrom having expired without appeal, or if an appeal is taken, when such appeal is resolved to the reasonable satisfaction of BUYER ("the Permit Satisfaction Notice").

Any appeals shall be defended by BUYER at its sole cost and expense. The SELLER shall be kept informed, supplied with such information as it may request and shall be allowed to participate to the extent SELLER desires.

15(b) SELLER hereby authorizes and empowers BUYER in the name of SELLER or BUYER, or both, to make at its sole cost and expense, any and all applications, filings and submissions necessary and appropriate to obtain the Governmental Approvals, as relates to matters involving the SELLER, subject to review and approval by the SELLER, which shall not be unreasonably withheld or delayed. SELLER agrees to cooperate fully with BUYER in securing all Governmental Approvals so long as there is no cost or expense to the SELLER. BUYER shall reimburse and/or pay for any cost or expense incurred by SELLER so long as BUYER is informed of said cost or expense prior thereto and approves of same.

If BUYER has not obtained said approvals by the Permit Satisfaction Date, and upon the its determination that the BUYER has utilized due diligence, reasonable efforts and acted in good faith in attempting to obtain said approvals, the SELLER may, in its sole discretion, extend the Permit Satisfaction Date for an additional period. SELLER may, as a condition of such extension, require a nonrefundable, payment by BUYER, the amount of said payment to be mutually agreed-to by the parties at that time.

BUYER shall inform the TOWN periodically or as requested as to the progress of the Governmental Approvals and shall supply such information as is requested by SELLER.

16. Compliance With Applicable Law:

Any and all actions undertaken by the BUYER in accordance with this Agreement or its obligations to construct and maintain the property under the agreement shall be done in full compliance with all applicable local, state and federal laws, rules and regulations.

17. Deposits:

All deposits made hereunder shall be held in escrow by the TOWN ATTORNEY and the same shall be duly accounted for at the time for performance of this Agreement. In the event of a disagreement between the parties considering the deposit, the deposit shall continue to be held in escrow pending mutual instructions given by the TOWN and the BUYER or in accordance with judicial determination.

18. BUYER's Default and TOWN's Right to Terminate

Each of the following shall constitute BUYER's default and grounds for TOWN to terminate this agreement:

- a. BUYER's failure to tender the balance of the purchase price at the time set for closing or to make any deposit or other payment when due.
- b. BUYER's refusal or failure to execute any agreement restriction, covenant, mortgage or other instrument in form satisfactory to TOWN to ensure the timely construction of the project and/or land use restrictions as described in Paragraph 4.
- c. BUYER's refusal or failure to perform any other obligation imposed upon it by any provision of this agreement PROVIDED THAT TOWN shall have given written notice thereof to BUYER and thirty (30) days have elapsed without BUYER's taking remedial action satisfactory to TOWN.
- d. BUYER's attempted assignment of its rights and obligations under this agreement in violation of Paragraph 29.
- e. BUYER's filing for voluntary bankruptcy or reorganization, BUYER's legal dissolution or formal cessation of business, the filing of an involuntary bankruptcy or other creditor's proceeding against BUYER which BUYER fails to have dismissed within thirty (30) days.
- f. TOWN's determination that any warranty, representation, or information contained in BUYER's Proposal or this agreement was not completely true and accurate when made or is no longer so PROVIDED THAT TOWN shall have given written notice thereof to

BUYER and thirty (30) days have elapsed without BUYER's taking remedial action satisfactory to TOWN.

19. TOWN's Remedies in Event of BUYER's Default:

Should the BUYER fail to fulfill the BUYER's obligations to purchase the property or otherwise commit an event of default specified in the previous paragraph, all deposits made by the BUYER

shall be retained by the TOWN as liquidated damages, unless within thirty (30) days after the time for performance of this Agreement, or any extension period, the TOWN shall otherwise notify the BUYER in writing. In the event of BUYER's default, TOWN shall not be limited to retention of BUYER's deposit but shall, instead, have available to it, at its option, all rights and remedies both at Law and in Equity.

20. No Broker Involved: Mutual Indemnification:

The TOWN and the BUYER warrant and represent to each other that they have had no contacts with anyone who would be entitled to a commission or similar fee in connection with the purchase and sale of the premises hereunder. Each party agrees to protect, indemnify and hold the other harmless from and against any and all liability, claims, losses, costs and expenses (including attorney's fees and expenses), should such representation or warranty not be true. The provisions of this section shall specifically survive the delivery of the deed or any earlier termination of this Agreement.

21. Restrictions And Controls Upon BUYER:

In addition to all other restrictions and obligations that may be imposed upon the BUYER pursuant to this agreement, the BUYER agrees for itself and its successors, transferees and assigns, and every successor in interest to the property or any part or portion thereof, and the deed and other closing documents shall be subject to and contain covenants on the part of the BUYER for itself and its successors and assigns that:

- (a) BUYER shall timely construct the Project in full compliance with TOWN's RFP, BUYER's Proposal and all Governmental Approvals, and BUYER agrees to execute a Land Development Agreement covenant, or other separate document, together with a mortgage to secure BUYER's obligations thereunder, and
- (b) The BUYER shall devote the property only to and in accordance with the use(s) as specified in Paragraph 4 of this Agreement, and subject further to the provisions of any applicable laws, rules or regulations. BUYER agrees to execute permanent restrictions to be contained in the Deed or other recorded instrument to ensure that property's use shall be limited to affordable housing with historic preservation of building's exterior, and
- (c) BUYER shall not discriminate upon the basis of race, color, sex, religion, physical condition or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon or any part thereof, and
- (d) BUYER agrees to execute such conditions as set forth by TOWN regulatory bodies and departments, such as, by way of example, conditions imposed by the Planning Board as part of the permit process.
- (e) Conveyance is subject to easement as shown on plan for water pumping station and access thereto. The TOWN shall make said conveyance subject to reserving said easement.

These obligations and covenants may be contained in the deed and in such other documents requested by the SELLER, including a recorded Land Development Agreement, covenant, easement or other instruments, reasonably necessary to ensure their continued existence and being in full force and effect.

It is intended and agreed, and the deed and other closing documents shall so expressly provide,

that the covenants provided under this Agreement shall run with the land, binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the TOWN, its successors and assigns, both for and its or their own right and also to protect the interest of the community and other parties, public and private, in whose favor or for whose benefit the covenants have been provided, against the BUYER, its successors and assigns, and every successor in interest to the property or any part thereof or any interest therein and any party in possession or occupancy of the property or any part thereof. The covenant provided herein shall remain in effect without limitation as to time. The closing documents may include a mortgage or other document to ensure the performance of the BUYER of its obligations to construct the project as called for hereunder or otherwise approved by the SELLER, which mortgage shall be discharged upon the issuance of the certificate of occupancy, subject to an agreement by the BUYER to complete the construction of such other items not then completed which would not otherwise delay the issuance of a certificate of occupancy. BUYER's satisfaction of its obligations contained in this Paragraph 21 and its subparts shall be both a condition to TOWN's obligation to deliver the deed and shall survive said delivery.

22. Limitation on Liability of SELLER:

No officer, director, employee, agent, official or representative of the TOWN or any of such person's separate assets or property shall have or be subject to any liability with respect to any obligation or liability of the TOWN. It is acknowledged and understood by the parties that the members of the TOWN executing this Agreement and any related documents thereto either now or in the future, are doing so in their official capacity only and not in their individual capacity. The provisions of this clause shall specifically survive delivery of the deed or earlier termination of this agreement.

23. Non-Discrimination In Employment:

The BUYER, for itself, its successors and assigns, agrees that in the construction of the improvements in accordance with the provisions of this Agreement:

- (a) The BUYER will not discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin. The BUYER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The BUYER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the TOWN setting forth the provisions of this non-discrimination clause.
- (b) The BUYER will, in all solicitations or advertisements for employees placed by or on behalf of the BUYER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

24. BUYER's Access to Property Prior to Transfer:

TOWN may permit BUYER access to the property prior to transfer for the purpose of inspections, measurements testing and/or preliminary site work; if TOWN chooses to provide access, it may condition its approval upon BUYER's execution of an access agreement satisfactory to TOWN which shall, at a minimum, require BUYER, at its expense, to restore any land disturbances or otherwise to provide remediation for BUYER's activities in the event BUYER fails to take title to the property, to waive in advance all claims for injury or damages; to indemnify and hold TOWN

harmless from and against all liability, damage or expense arising from any activity of BUYER or its agents, consultants or contractors, and to provide surety satisfactory to TOWN.

25. TOWN's Access To Property Subsequent to Transfer:

The BUYER, its successors and assigns, shall from time to time until the construction is completed, at all reasonable hours, give to the duly authorized representatives of the TOWN, free and unobstructed access for inspection purposes to any and all of the improvements constructed on the property by the BUYER, its successors and assigns, and to all open areas surrounding the same. SELLER shall provide BUYER, its successors and assigns and agents, access to the Premises upon twenty-four (24) hours' notice. This provision shall survive the delivery of the deed.

26. Notices:

Any and all notices hereunder shall be deemed given if (i) delivered by hand, or (ii) sent by certified or registered mail, postage pre-paid, or delivered in a manner by which civil process may be served, if delivered/addressed as follows: To the TOWN: TOWN OF FRANKLIN, with a copy to: Mark G. Cerel, Franklin Town Attorney, 355 East Central Street, Franklin, MA 02038; to the BUYER_____, with a copy to its attorney:

27. Representation As To Warranties By the BUYER Relative To Execution Hereof:

The BUYER expressly warrants and represents to the TOWN, and the TOWN in reliance thereof, entered into this agreement that:

- (a) The BUYER is a Massachusetts corporation, validly existing, with full right, power and authority to make, execute, deliver and perform this Agreement, and
- (b) The person executing this Agreement on behalf of the BUYER is duly and validly authorized to do so. A certificate of corporate vote shall be supplied by the BUYER upon the execution of this Agreement, and
- (c) The BUYER is acquiring the property with the express intent to develop it in full compliance with TOWN's RFP and BUYER's Proposal and within the agreed-upon time period.

28. Estoppel Certificate:

At the request of either party prior to the delivery date, and any time and from time to time, the other shall execute and deliver within ten (10) business days after request therefor, a certificate which acknowledges facts concerning this Agreement, any provisions of this Agreement and any payments made in connection with this Agreement.

29. Assignment:

The BUYER shall not assign its rights and obligations under this Agreement without the prior consent of the TOWN, provided however, that an assignment to an affiliate organization controlled by BUYER shall be approved upon the presentment of satisfactory evidence to the SELLER that the affiliate is controlled 100% by the BUYER. The giving of consent under any other circumstances shall be solely within TOWN's discretion.

30. Recordation:

BUYER shall not record either this agreement or any notice thereof without TOWN's prior written permission; any violation of this provision shall render this agreement null and void at TOWN's option.

31. Construction Of Agreement And Severability:

This Agreement, executed in multiple originals, is to be construed as a Massachusetts contract and is to take effect as a sealed instrument. If any provision of this Agreement shall to any extent be deemed invalid, the remainder of this Agreement shall not be effected thereby and shall remain in full force and effect as if such invalid provision were never included herein, if the remainder would continue to conform to the requirements of applicable law and the Plan. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be cancelled, modified or amended except by a written instrument executed by both the TOWN and the BUYER. This Agreement shall not be recorded by the BUYER; if the same is recorded by the BUYER, then at the option of the TOWN, this agreement may be terminated and the deposit shall be forfeited to the TOWN. The captions used herein are only being used as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties entering into same.

32. Obligations and Rights and Remedies Cumulative and Separable

The respective rights and remedies of the TOWN, the Town of Franklin, and the BUYER, whether provided by this Agreement, or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different time of any other such rights or remedies.

33. Covenants to be Enforceable by TOWN

The covenants herein contained, which are expressed to be covenants running with the land, shall be stated or incorporated by reference in any installment or conveyance or lease relating to the Property or any portion thereof or any interest therein and shall in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and TOWN against the BUYER (including its successors and assigns to or of the Property or any part thereof or any interest therein and any party in possession or occupancy of the Property or any part thereof). It is the intention of the TOWN that the benefit of the covenants running with the land which are contained in any instrument or conveyance relating to the Property shall be enforceable only by the TOWN, those authorized by law to enforce the same and their successors and assigns.

34. TOWN's Officials and Officers Barred From Interest

- a. No member, official or employee of the TOWN shall have any personal interest, direct or indirect, in this Agreement or the BUYER, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the TOWN shall be personally liable to the BUYER or any successor in interest in the event of any default or breach by the TOWN or for any amount which may become due to the BUYER or to its successors or on any obligations under the terms of this Agreement.

- b. After the date hereinabove first written, the BUYER shall not, without a prior finding by the TOWN that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Plan or related Project and who is named on any list which may be furnished by the TOWN to the BUYER as having so participated, or permit any such person to directly or indirectly acquire an interest (except an interest based upon the ownership of its capital stock if such stock is publicly held or offered) in the BUYER or in the Property prior to the completion of the project in accordance with this Agreement and the Plan.
- c. The BUYER covenants that it has not employed or retained any company or person (other than full-time, bonafide employee working for the BUYER) to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person any percentage, or brokerage fee, contingent upon or resulting from the execution of this Agreement.

35. Matters To Be Disregarded

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in constructing or interpreting any of the provisions of this Agreement.

36. Agreement Binding on Successors, Transferees and Assigns

The respective provisions of this Agreement, in accordance with their terms, shall be binding upon, and shall inure to the benefit of the successors, transferees and assigns of the TOWN, the BUYER and the public body or bodies succeeding to the interests of the TOWN, and to any subsequent grantees of the Property.

37. Incorporation of other laws and documents:

It is agreed and understood that all applicable laws, rules and regulations, whether stated herein or not, are deemed incorporated by reference herein. Furthermore, it is agreed and understood that terms of the TOWN's RFP dated _____ and the Developer's proposal dated _____ are incorporated by reference herein, except as the same may be changed by the terms of this Agreement. In the event of a conflict, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first written above.

Approved as to form:

SELLER, Town of Franklin by,

Mark G. Cerel
Franklin Town Attorney

BUYER, _____
by,

, President



Jamie Hellen, Town Administrator
Town of Franklin
355 East Central Street
Franklin, MA 02038



April 13, 2022

RE: Letter of Interest to Purchase South Congregational Meeting House

Mr. Hellen,

Old Colony Habitat for Humanity (“Habitat”) was founded in 1989 as Attleboro Area Habitat for Humanity. Habitat is a Massachusetts incorporated, locally run affiliate of Habitat for Humanity International, a nonprofit, ecumenical Christian housing organization. Habitat succeeds in reintroducing into neighborhoods the most basic building block of any community – the homeowner. Habitat provides resources, guidance, and hope to aspiring families.

Affiliate
9 Washington Street
Attleboro, MA 02703
Phone 508-399-1781

ReStore
9 Washington Street
Attleboro, MA 02703
Phone 508-639-9577

Family Services
Phone 508-203-6852

Habitat’s flagship program involves partnering with local families to help build their own homes alongside Habitat volunteers. The newly-constructed or renovated homes are subsequently deed restricted to remain affordable in perpetuity, and the Habitat homeowner is able to pay a modest mortgage. With the support of Habitat and community contributors, Habitat Homeowners achieve the strength, stability and self-reliance they need to build a better life for themselves and their families. As a result, these families work from within their neighborhoods, creating the change we all seek, and repaying the investment that we have made in them.

- Serving:**
Assonet
Attleboro
Bellingham
Berkley
East Freetown
Fall River
Foxboro
Franklin
Freetown
Mansfield
Medfield
Medway
Millis
Norfolk
North Attleboro
Norton
Plainville
Raynham
Rehoboth
Seekonk
Somerset
Taunton
Wrentham

Habitat’s service area comprises twenty-four towns and cities throughout Bristol and Norfolk Counties, including Franklin, and we have built numerous homes throughout our service area. Habitat would be thrilled to purchase the South Congregational Meeting House (“Property”) from the Town of Franklin for nominal consideration, renovate the Property, and ultimately provide the house to a deserving family.

Habitat has developed a preliminary plan with local architect Sam Williams of Craft Architecture LLC to determine what the renovated residence would look like. The proposed plans (see attached) would turn the Property into a 3-4 bedroom, 1 and ½ or 2 bathrooms, single-family residence. The 1500-1800 square foot home would contain a first floor and a loft with a master bedroom, bathroom and storage area. If the Town of Franklin were to sell Habitat the Property, Habitat would begin construction in spring of 2023. We will also be discussing the opportunity to apply for the town’s CPA funds.

Project materials are typically provided through gifts and in-kind donations from Habitat corporate sponsors. Additionally, Habitat typically partners with licensed contractors who either donate or provide services or below cost for the necessary electrical, plumbing and carpentry work. Habitat volunteers participate alongside members of the community and the partner family to complete the finish aspects of the house.

Habitat’s conversion of the property would permanently increase Franklin’s affordable housing inventory, and the Town would benefit by converting the Property into a revenue-generating residential home through the property taxes the homeowner would pay. By partnering with Habitat, families and communities are transformed through the incredible effects of safe and affordable shelter, including improvements in health, safety, child development, economic opportunity and educational opportunities. The Town of Franklin and the South Congregational Meeting House would be the ideal venue for Habitat’s next project.

Sincerely,

Kimberly Thomas, CEO

Cc: OCHFH Board of Directors

www.oldcolonyhabitat.org

**Building Homes,
Communities & Hope**

REV NO.	REV DATE	REV DESCRIPTION
1	04.01.2022	Concept Plan

THIS DOCUMENT AND ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED AND SHALL NOT BE RECLASSIFIED OR DECLASSIFIED WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT.

CONTRACTORS SHALL CHECK ALL DIMENSIONS AND CONDITIONS OF THE WORK SHALL REPORT ANY ERRORS OR DISCREPANCIES WITHOUT DELAY TO THE ARCHITECT.

CRAFT
ARCHITECTURE LLC
762 Washington Street
Franklin, MA 02038
978.457.2802

GROUP

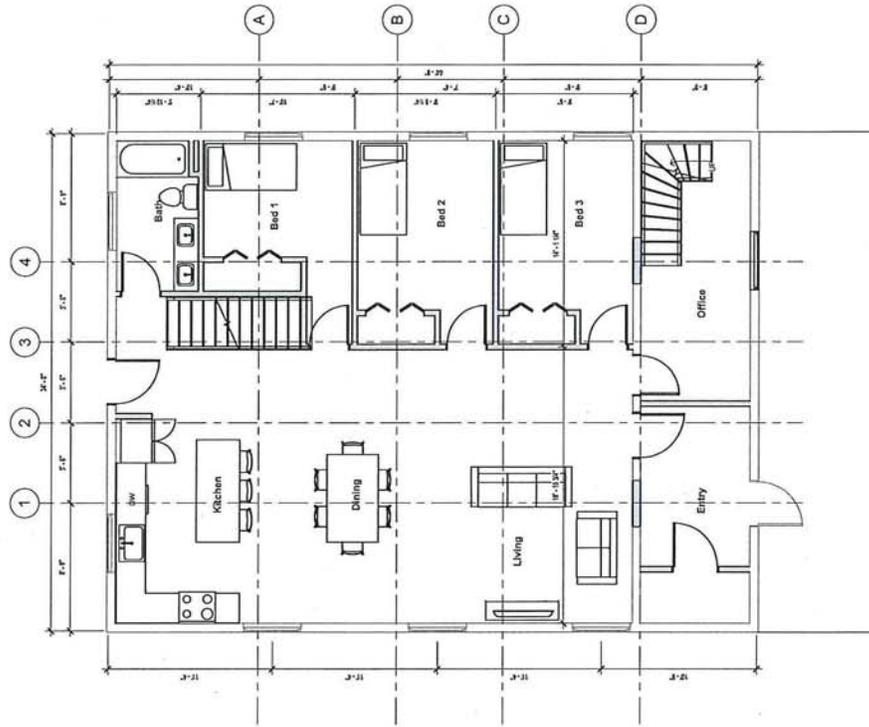
PROF. ACCESS
HFH - Franklin South Church
Franklin, MA 02038



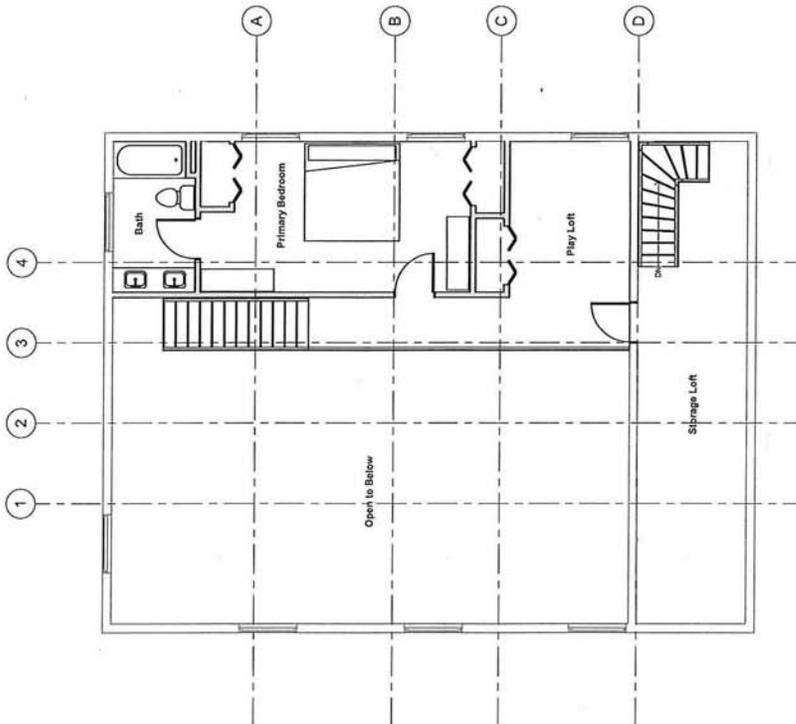
SCALE	1/4" = 1'-0"
DRAWN BY	AS
CHECKED BY	AS
PROJECT NO.	2022-001
DATE	April 22
DATE	April 22

FLOOR PLAN

SHEET
A1.00 1



① First Floor
1/4" = 1'-0"



② Loft
1/4" = 1'-0"

PROVIDENCE BAPTIST CHURCH

"NOW TO HIM WHO IS ABLE TO DO FAR MORE ABUNDANTLY THAN ALL THAT WE ASK OR THINK, ACCORDING TO THE POWER AT WORK WITHIN US, TO HIM BE GLORY IN THE CHURCH AND IN CHRIST JESUS THROUGHOUT ALL GENERATIONS, FOREVER AND EVER. AMEN." EPHESIANS 3:20-21 (ESV)

CHURCH OFFICE: 80 BOARDMAN STREET, NORFOLK, MA 02056
WWW.PROVIDENCEBAPTISTCHURCHMA.ORG · OFFICE PH: 508-528-5750
PASTOR MARK LUKENS

MARCH 16TH, 2022

MR. JAMIE HELLEN
TOWN ADMINISTRATOR
TOWN OF FRANKLIN
355 EAST CENTRAL STREET
FRANKLIN, MA 02038

DEAR MR. HELLEN,

WE ARE WRITING TO EXPRESS INTEREST IN THE PROPERTY KNOWN AS THE SOUTH FRANKLIN CONGREGATIONAL MEETING HOUSE LOCATED AT 762 WASHINGTON STREET, FRANKLIN, MA. ON MONDAY, MARCH 14TH, WE ATTENDED THE OPEN HOUSE FOR A VISUAL REVIEW OF THE PROPERTY AND BUILDING. UPON ENTERING, WE WERE PLEASED TO OBSERVE THE HISTORIC FAITH OF THE CONGREGATIONAL CHURCH PAST DISPLAYED IN THE SIGNS OF "REVERENCE MY SANCTUARY, I AM THE LORD" AND "WORSHIP THE LORD IN THE BEAUTY OF HOLINESS". IN KEEPING WITH THOSE WHO BUILT THIS CHURCH SO MANY YEARS AGO, OUR GREAT DESIRE IS TO SEE THIS OPEN AS A CHURCH ONCE AGAIN!

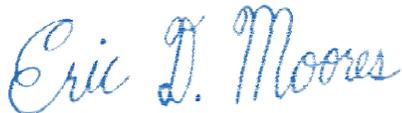
AS A CHURCH, WE PROPOSE THAT GREAT STRIDES COULD BE MADE TO THE PROPERTY WITH THE INVESTMENT OF MANY HOURS OF VOLUNTEER LABOR AND A CONSIDERABLE AMOUNT OF PAINT. FOR THE INTERIOR OF THE BUILDING, WE PROPOSE THAT COSMETIC REPAIRS ONLY BE MADE TO THE VISIBLE SURFACES. ADDITIONAL INVESTIGATION IS REQUIRED TO DETERMINE STRUCTURAL NEEDS FOR THE POSTS THAT HAVE BEEN AFFECTED BY BEETLES IN THE CRAWL SPACE, THESE WILL NEED TO BE REPLACED WITH THE APPROPRIATE PERMITTING PROCESS. AS THE BUILDING USE GROUP WILL BE MAINTAINED AS A CHURCH FOR RELIGIOUS WORSHIP, HANDICAP REQUIREMENTS WILL NOT APPLY ALLOWING THE BATHROOMS TO BE RESTORED FOR USE UNTIL FUNDS ARE AVAILABLE FOR THEIR FUTURE UPGRADE.

FOR THE EXTERIOR OF THE BUILDING, WE PROPOSE THAT THE EXISTING STONE PARKING AREA BE EXPANDED APPROXIMATELY ONE (1) CAR WIDTH ON THE EAST SIDE OF THE BUILDING. THIS WOULD HAVE MINIMAL IMPACT ON THE EXISTING PROPERTY WHILE ALLOWING FOR ANGLED PARKING FOR CONGREGATIONAL USE. WE ALSO PROPOSE THAT THE ADJACENT PARCEL #322-050-001-000 LOCATED BETWEEN THE CHURCH BUILDING AND COLT ROAD BE INCLUDED WITH THE SALE OF THE CHURCH PROPERTY. THIS WILL ALLOW FOR UNIFORM MAINTENANCE OF THE PROPERTIES AND PROVIDE ADVANTAGES TO BOTH THE TOWN OF FRANKLIN IN THE RELIEF OF MAINTENANCE REQUIREMENTS, AS WELL

AS, TO THE CHURCH IN CONNECTING THE CORNER REAL ESTATE TO THE AREA MAINTAINED AND FUNCTIONING AS CHURCH PROPERTY.

AS WE CONSIDER THE HISTORICAL SIGNIFICANCE OF THIS BUILDING, RE-OPENING THIS AS A CHURCH SEEMS LIKE THE CLEAR AND ONLY WAY TO MAINTAIN THE INTENTIONS OF OUR FOREBEARERS AND TO NOT GO AGAINST THEIR DESIRES AND BELIEFS AS THE TWO SIGNS IN THE BACK OF THE SANCTUARY DECLARE SO BEAUTIFULLY. WE LOOK FORWARD TO CONTINUING TO WORK WITH THE TOWN OF FRANKLIN ON THIS PROPERTY.

SINCERELY,

A handwritten signature in blue ink that reads "Eric D. Moores". The signature is written in a cursive, flowing style.

ERIC MOORES (MEMBER)

IN UNITY WITH:
PASTOR MARK LUKENS
AND
DAVID ISKANDAR (MEMBER)

Request for Expressions of Interest For Purchase/Lease South Franklin Congregational Meeting House 762 Washington Street, Franklin, MA

The Town of Franklin is pleased to present this Request for Expressions of Interest (REI) for the purchase or lease and redevelopment of 762 Washington Street. The Town-owned property consists of one (1) parcel totaling 28,550 SF (0.655 acres) with a wood framed building with 1,620 SF finished interior floor area.

The existing structure, constructed c. 1856, and land 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 the Town in 1972. The Town constructed a water booster pumping station on a small portion of the parcel, and used the building and remaining property for a municipal historical museum until 2007, when the museum was relocated to Downtown Franklin. The Town has not made use of the property and building since 2007, other than use of the property for the water booster pumping station mentioned above.

In 2015 the Town contracted with Civitects PC to develop a [*Comprehensive Investigation and Analysis of Existing Conditions \(May 2015\)*](#). The resulting report included assessments of the building's architectural, structural, plumbing, mechanical and electrical assets, identified code concerns and accessibility issues, and recommended appropriate repairs and improvements. More recently the Town contracted with LLB Architects of Worcester, MA to conduct an [*Existing Conditions Report and Peer Review document \(September 2020\) of the former South Franklin Congregational Meeting House*](#). Both documents are available for viewing and downloading on the Town's website.

The Town has no current or anticipated use for the Property, other than the water booster pumping station, and wishes the building and remaining land be put to productive reuse. The Town has chosen to proceed with a REI at this time to solicit informal, yet serious proposals, subject to the process detailed herein, from qualified developers and other interested parties who wish to purchase or lease and redevelop the property.

The REI process is critical for a better understanding of existing market conditions, the formation of potential development options for the property, and the identification of community priorities. This process will provide the community with the information needed to ensure a meaningful and productive public process, which should lead to a formal Request for Proposals (RFP) in late spring or summer 2022.

The Town will consider reuse and redevelopment concepts for the property, except the continued operation of the water booster pumping station, which would put the property to productive use, and preserve the building's historic exterior. The reuse and redevelopment will be subject to a permanent historic preservation restriction and/or an affordable housing restriction.

Each Expression of Interest must include a letter of interest, and project description/narrative. The letter of interest must be signed by the principals, describe the proponent's interest in the property and the general intentions concerning the future use of the site. This letter shall also contain the nature and status of the organization acting as the proponent (whether a non-profit or

charitable institution, a venture, a corporation, a business association, or a joint venture) and the jurisdiction in which it is registered to conduct business. The project description must include narrative that provides an overview of the proposal, the experience and qualifications of the development team, and the capabilities the developer can marshal to achieve project objectives. A description of expected financial benefits to the Town, both short-term and long-term, must be included in each Expression of Interest. Ultimately, the developer selected will be responsible for payment of real estate and personal property taxes on the building, land and contents, or lease payments to the Town if appropriate.

Open House/Site Tours. The Town offers you the opportunity to learn more about the site through participation in one of two Open House and Site Tours scheduled for the following dates/times:

- Monday, March 14, 2022 between 10:00 a.m. and 12:00 p.m.
- Monday, April 11, 2022 between 10:00 a.m. and 12:00 p.m.

Property Description and Condition. The Town invites you to examine the information contained within the two assessment documents mentioned above; both documents can be found on the Town's website

- (<https://www.franklinma.gov/administrator/pages/special-projects>).

Expressions of Interests Submission Deadline. The Town hopes to hear from individuals and organizations who will present compelling and appropriate proposals for the use of 762 Washington Street. Please submit Expressions of Interest to the Town Administrator's Office (contact information below) by April 29, 2022 at 10:00 a.m.

Jamie Hellen, Town Administrator
Town of Franklin
355 East Central Street, Franklin, MA 02038
508-520-4949
Email: jhellen@franklinma.gov AND jmccann@franklinma.gov



TOWN OF FRANKLIN RESOLUTION 22-61

DIRECTION FOR ISSUANCE OF REQUEST FOR PROPOSALS 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 (hereinafter: "Council") desires that the building and remaining land be put to productive reuse(s) and the building's historic exterior be preserved; and
- WHEREAS,** In furtherance thereof, Council adopted Resolution 22-15 authorizing the Issuance of a Request for Expressions of Interest, which request elicited several responses including a proposal to rehabilitate Property for an affordable single family residence and Council has determined that the use of Property for this purpose is in Town's best interest; and
- WHEREAS,** Based upon said determination, Council is willing to consider disposing of Property for said purpose and therefore seeks proposals for reuse and/or redevelopment of building and land for affordable residential housing except for the land on which the municipal water booster pumping station is located, said reuse or redevelopment to be subject to both a permanent affordable housing and an historic preservation 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 Proposals to be prepared and issued for Property, except for the land on which the municipal water booster pumping station is located, for reuse and/or redevelopment of building and land for affordable residential housing, with construction to be completed within five (5) years following receipt of deed, and with provision for both a permanent affordable housing and an historic preservation restriction, with responses due no later than November 3, 2022.
2. Directs the Town Administrator to review and evaluate all responses and to provide the Town Council with his recommendation.

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