



FRANKLIN TOWN COUNCIL

September 27, 2017

7:00 PM

A. APPROVAL OF MINUTES –

B. ANNOUNCEMENTS –

1. *This meeting is being recorded by Franklin TV and shown on Comcast channel 11 and Verizon channel 29. This meeting may also be recorded by others.*

C. PROCLAMATIONS/RECOGNITIONS

D. CITIZEN COMMENTS –

Citizens are welcome to express their views for up to five 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.

E. APPOINTMENTS -

*Council on Aging
Treasurer/Collector*

F. HEARINGS -

Zoning Bylaw Amendment 17-797: Setbacks for Accessory Buildings and Structures – 7:10 PM

G. LICENSE TRANSACTIONS -

*99 Restaurant – Change in Officer/Director – 7:10 PM
(Continuation: Motion to Remove 99 Restaurant License Transaction from the Table – Majority vote (5))*

H. PRESENTATIONS/DISCUSSIONS

I. SUBCOMMITTEE REPORTS

J. LEGISLATION FOR ACTION

1. *Resolution 17-55: Declaration of Town-Owned Land (Vacant Parcel on Summer Street) as Surplus and Available for Disposition and Authorization to Sell Said Parcel (Motion to Move Resolution 17-55 – 2/3 Majority vote (6))*
2. *Resolution 17-56: Declaration as Surplus and Available for Partial Disposition (Leasing) and Authorization therefor of Town-Owned Structure and Land on Upper Union Street (Motion to Move Resolution 17-56 – 2/3 Majority vote (6))*
3. *Resolution 17-57: Amendment of FY 2018 Budget (Motion to Move Resolution 17-57 – Majority vote (5))*
4. *Resolution 17-60: Appropriation – DPW – Public Way Improvements (Motion to Move Resolution 17-60 – Majority vote (5))*
5. *Resolution 17-61: Appropriation 17-61 – Police – Radio Systems Improvements (Motion to Move Resolution 17-61- Majority vote (5))*
6. *Resolution 17-59: Declaration of Town-Owned Land on Grove Street (Remaining Portion of Former Nu-Style Property) as Surplus and Available for Disposition) (Motion to Move Resolution 17-59 – 2/3 Majority vote (6))*
7. *Zoning Bylaw Amendment 17-795R: Zoning Map Changes from Business and Commercial II to Single Family Residential IV and Commercial I, In An Area on or Near Union, Cottage, and Saxon Streets – 2nd Reading (Motion to Move Zoning Bylaw Amendment 17-795R – 2/3 Majority Roll Call vote (6))*

8. *Zoning Bylaw Amendment 17-797: Setbacks for Accessory Buildings and Structures – 1st Reading (Motion to Move Zoning Bylaw Amendment 17-797 to a 2nd Reading – Majority vote (5))*

K. TOWN ADMINISTRATOR’S REPORT

L. FUTURE AGENDA ITEMS

M. COUNCIL COMMENTS

N. EXECUTIVE SESSION - None Scheduled

O. ADJOURN



APPOINTMENTS

Council on Aging

Janet Milici
75 Grey Wolf Drive

The Council on Aging has recommended the appointment of Janet Milici to serve as a member of the Council on Aging with an expiration of June 30, 2020.

MOTION to ratify the appointment by the Town Administrator of Janet Milici to serve as a member of the Council on Aging.

DATED: _____, 2017

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

Teresa M. Burr
Town Clerk

ABSTAIN _____

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council



Town of Franklin MA

355 East Central Street

Franklin, MA 02038

Phone: 508-520-4949

Volunteer Form

Good Government Starts with You

Date Submitted: September 12, 2017

Name: Janet Milici

Home Address: 75 Grey Wolf Drive
FRANKLIN, MA 02038

Mailing Address: 75 Grey Wolf Drive
FRANKLIN, MA 02038

Phone Number(s):

Email Address:

Current Occupation/Employer:

Narrative: See attached

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

REQUEST FOR COMMITTEE APPOINTMENT - COUNCIL OF AGING

Citizens Activity Record

If you are interested in serving the Town in any capacity, please fill out this form and submit to the Town Clerk's Office, 355 East Central Street, Franklin, MA 02038.

Information received will be available to all Town boards and officials, although the filling out of this form in no way assures appointment.

Name: JANET MILICI

Address: 75 GREY WOLF DRIVE, FRANKLIN, MA 02038

Evening Telephone:

Day Telephone: SAME AS ABOVE

Amount of Time Available: Interested In Following Town Committees:

COUNCIL OF AGING - AVAILABLE TIME AS REQUIRED

Present Business Affiliation and Work:

RETIRED DIETITIAN

33 YEARS EXPERIENCE RESPONSIBLE FOR NUTRITION PROGRAMS IN LONG-TERM CARE FACILITIES

Government Experience:

NONE

Education or Special Training:

BS DEGREE FROM UMASS, AMHERST - DIETETICS

ONE YEAR INTERNSHIP AT YALE NEW HAVEN HOSPITAL, NEW HAVEN, CT TO BECOME REGISTERED DIETITIAN

Positions Previously Held In Town Government (Committee Name and Dates):

NONE

Remarks: October 2013 -> February 2014

One of a 3 person committee tasked with researching and recommending a management company for our new condo development. Subsequently, the builder hired the recommended company and we began transition towards residents taking over ownership.

June 2015 - May 2016

Elected and served on the Board of Trustees. Helped keep finances stable while putting money into capital reserves for future expenditures. Also, met current needs of the residents. Responsible for writing up minutes at any Board meeting not attended by management company

<http://www.franklin.ma.us/town/clerk/citizen.htm>

6/14/2006

Janet Milici
7/28/17



APPOINTMENTS

Town of Franklin
Treasurer/Collector

Kerri Anne Bertone
85 Hillside Road

The Treasurer/Collector interview committee has recommended the appointment of Kerri Anne Bertone to serve as Treasurer/Collector.

MOTION to ratify the appointment by the Town Administrator of Kerri Anne Bertone to serve as Treasurer/Collector of the Town of Franklin effective November 6, 2017.

DATED: _____, 2017

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

Teresa M. Burr
Town Clerk

ABSTAIN _____

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

TO: Town Council
FROM: Jeffrey D. Nutting, Jamie Hellen
DATE: September 22, 2017
RE: Ratification of Treasurer/Collector Appointment

Application Process

The Town has gone through a long, extensive process to fill the shoes of the current Treasurer/Collector Jim Dacey. The search began on May 10, 2017 when the position was posted on the Town of Franklin website. We kept the position open through mid-August, three full months. The Town posted the position on our website, social media, the Municipal Building Bulletin Board and paid for an online/print ad on the Massachusetts Municipal Association (MMA) website and in the June and July issues of the Beacon magazine, which lists all of the vacant job postings for municipal officials. In addition, Mr. Dacey personally announced to the Massachusetts Treasurer-Collectors Association annual meeting he would be retiring and the job posting was open. Outreach for the position is the most we have ever done for any job in Town during our tenure.

We received six applications that met the required finance experience qualifications in the posting. We invited the top four candidates to come in for in-person interviews. One candidate withdrew his application prior to their interview and we interviewed the remaining three candidates.

Per the Town Charter, the interview committee, including a of Town Council Representative, Tom Mercer, a Finance Committee Representative, Susan Dewsnap, as well as key town staff Town Administrator Jeff Nutting, Deputy Town Administrator Jamie Hellen, Human Resources Manager Karen Bratt, Comptroller Susan Gagner, and School Business Manager Miriam Goodman conducted all of the interviews.

Recommendation

The interview committee unanimously recommends current Assistant Treasurer/Collector Ms. Kerri Bertone to be the next Treasurer/Collector for the Town of Franklin. Current Treasurer/Collector Jim Dacey fully supports this recommendation.

Candidate Profile

Ms. Bertone has been a resident of Franklin for the past 31 years and has been very involved in Franklin civic groups and activities. Ms. Bertone is active in her parish, coached Franklin Youth Soccer, and volunteered with the Pop Warner Football program. She also was involved in Town government, serving on the Finance Committee between 2013 to 2016.

Ms. Bertone has well over two decades of private and public finance industry and supervisory experience. She started her career as an Administrative Assistant with EMC Corporation before joining Putnam Investments in 1996. In her twenty years at Putnam, she worked her way up from a Client Service Specialist to a Senior Operations Supervisor, and most recently, the Operations Manager. Ms. Bertone has served as Franklin's Assistant Treasurer/Collector for the past 13 months and has helped the Treasurer's Office reach new levels of efficiency and productivity. Her resume with professional history is attached.

Ms. Bertone has worked very hard to further her education. She expects to complete her Associate's Degree in Business from Dean College in Spring 2018 and will then enroll in further classes to earn her Bachelor's Degree. Ms. Bertone is a member of the Norfolk County Municipal Finance Officers Association and the Massachusetts Collectors and Treasurers Association (MCTA). In the past year, Ms. Bertone has taken advantage of professional development opportunities that have been offered through the Town and various municipal professional organizations, including:

- The "New Finance Official's Forum" with the Department of Revenue;
- "Staff School" through The Massachusetts Collector and Treasurer's Association (MCTA);
- Completed her first year of "Treasurer's School" and will continue to attend school in August 2018 and August 2019 before taking the exam to become certified as a Municipal Treasurer; and
- After becoming certified as a Treasurer, she will attend three more years of "Collectors School" and become certified as a Municipal Collector.

Ms. Bertone is a very bright, hard-working, reliable employee who has proven herself over the past year. She embodies everything the Administration and our Department Heads have worked to build: an organization based on a responsive town government with excellent customer service, strong ethical values and a true passion for public service. I am confident that Ms. Bertone is well prepared to be Franklin's next Treasurer/Collector.

Kerri Anne Bertone

Professional Profile

- Dedicated professional with a strong desire to succeed and play an integral role in daily and long-term operational success
- Proven track record of success and contribution to a major organization with over twenty years of experience
- Strategic thinker with innovative skills to achieve organizational and team goals
- Effective communicator with the ability to communicate both efficiently and effectively at all levels internally and externally
- Team oriented with a desire for both individual and team success through initiatives and process improvements
- Strong track record in providing excellence and the ability to create and foster mutually effective relationships

Professional Experience

Town of Franklin

Assistant Treasurer/Collector

August 2016 - Present

Supervises cashiering duties including the collection and reconciliation of payments, cash-up on a daily basis, accept tax bill payment for Real Estate, Motor Vehicle, Excise Tax, Water and Sewer, Personal Property, trash bills and permits, posts daily payments to accounts, abatements, exemption and refunds
Prepared tax title procedures for advertising, taking and recording outstanding taxes
Assisted in long-term borrowers projection
Partner with School department's receipts
Supervise and train office clerks
Reports all receipts to the Comptroller and Treasurer and reconciles monthly with the Comptroller
Provides information regarding tax and assessment collection to the public, attorneys, banks and realtors
Responsible for handling of all the payroll related functions and duties of the Treasurer's office including paying and reporting federal and state withholding taxes, W-2, 1099 and 1095 reporting.
Documented procedures for various clerk duties as well as the Treasurer/Collector's responsibilities
Reconcile financial accounts including the cash book
Perform a variety of administrative support functions
Worked with bond counsel during the bonding process
Understanding of Land of Low Value process
Tactfully and courteously deal with and maintain good relationships with others

Putnam Investments, Boston, MA

Operations Manager

2007-2016

Establish and maintain mutual fund operating characteristics on record keeping system
Ensure that mutual funds were balanced to prevent pricing errors
Reconciled commission payments
Executed and reconciled mutual fund corporate actions on shareholder system
Responsible for the effective management of closed end mutual funds between client, firm, and the NYSE
Manage relationships internally including sales force, product management team, investment management, risk & compliance, legal counsel, fund accounting, and internal audit
Manage relationships externally that included broker dealers, mutual fund audit firms, systems vendors, print distribution, and fund accounting & custodial bank
Project manager for several initiatives that improved the quality of the mutual fund product lineup for the firm
Manage the annual SAS70 audit process as it pertains to mutual fund system setup
Manager the process of reviewing and approving of Federal Reserve wires, ACH payments and money movements initiated by the Control Department.

Senior Operations Supervisor

2005-2007

Partner with Code of Ethics, Putnam Securities Services and Preferred Client Service areas to monitor employee trading violations and communicate trading guidelines to all employees
Coach and develop staff through aggressive performance management process and continuous support
Act as a resource to new supervisors, providing leadership, guidance, and coaching

Critically analyze all current processes, identify improvement areas and execute action plans for implementation
Work closely with staff to ensure client satisfaction while considering operational, regulatory, and fiduciary risks and obligations
Demonstrate strong leadership skills, taking initiative to make positive change and participating in projects with senior management
Supervised daily production by prioritizing current needs and allocating resources effectively
Assessed staffing model, and hired as appropriately to meet business needs
Coached and developed staff by implementing training plans and encouraging participation in activities throughout Putnam
Worked closely with adjustment departments to ensure consistency in actions and elimination of redundancies
Successfully trained peers and staff on Siebel
Member of the working team for the conversion to DST

Career Path with Putnam Investments

1996-2005

- Client Service Specialist - Client Services Division
- Quality Administrator - Financial Institutions Division
- Sr. Processor – Shareholder Services
- Technical coordinator
- Senior Agility Representative

Education and Professional Training

- Dean College - Business
- Katharine Gibbs School – Graduate of Information Processing Program
- Massachusetts Bay Community College – Liberal Arts
- Executive Development Courses – The Working Program, Business Writing, How to Influence People, Financial Services Industry, Benchmarks of Team Excellence, and other domains

Professional and Community Involvement

- Member of the Massachusetts Treasurer Collectors Association
- Member of the Norfolk County Municipal Finance Officers Association
- Bonded
- Former member of the Town of Franklin Finance Committee
- Former member of the Wellness Committee, Putnam Investments
- Former member of the DAC/WLF Mentoring Program, Putnam Investments

Town of Franklin

James P. Dacey, CMMT, CMMC
Treasurer • Collector
E-Mail: treasurer@franklin.ma.us

Office of the Treasurer • Collector
355 East Central Street • Franklin, MA 02038-1352

(508) 520-4950
FAX (508) 520-4923



September 19, 2017

Jeff Nutting, Town Administrator
355 East Central Street
Franklin, MA 02038

Dear Jeff,

It is my pleasure to recommend Kerri Bertone for the position of Treasurer-Collector for the Town of Franklin.

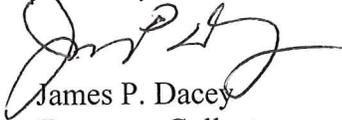
Since her hiring as Assistant Treasurer-Collector over a year ago, she has been learning everything that there is to know about the Treasurer-Collector's responsibilities. She has experienced everything that happens in this office including selling bonds, tax takings, foreclosures, an auction, investing funds, reconciling bank accounts and reconciling receivables.

Kerri has demonstrated very strong leadership skills gained from her many years as a manager at Putnam Investments. She has also shown a compassionate side with taxpayers who are having a difficult time paying their bills.

Kerri has been attending every MCTA (Massachusetts Collectors and Treasurers Association) class and school since her hiring. She is less than two years from taking the Treasurer's test for certification as a Massachusetts Municipal Treasurer.

It has been a pleasure to have her work in this office and I highly recommend her for my replacement as Treasurer-Collector.

Sincerely,



James P. Dacey
Treasurer-Collector

HEARINGS – 7:10 PM

1. ZONING BYLAW AMENDMENT 17-797:
SETBACKS FOR ACCESSORY BUILDINGS AND
STRUCTURES



SPONSOR: Zoning Enforcement Officer

TOWN OF FRANKLIN

ZONING BY-LAW AMENDMENT 17-797

SETBACKS FOR ACCESSORY BUILDINGS AND STRUCTURES

A ZONING BY-LAW TO AMEND THE FRANKLIN TOWN CODE AT CHAPTER 185, SECTION 19. ACCESSORY BUILDINGS AND STRUCTURES

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:

Chapter 185 of the Code of the Town of Franklin is hereby amended at section of §185-19. Accessory buildings and structures by adding and deleting the following text:

No accessory building or structure shall be located within a required front yard. No accessory building or structure shall be located in any side yard area nearer to the side lot line than 10 feet in any zoning district. General Residential V, Single Family Residential IV or Commercial I Districts or nearer than 15 feet in other districts. No accessory building or structure shall be located in a rear yard nearer to the rear lot line than 10 feet or nearer to another principal or accessory building or structure than 10 feet.

The foregoing Zoning By-law amendment shall take effect in accordance with the Franklin Home Rule Charter and Massachusetts General Law Chapter 40A, Section 5.

DATED: _____, 2017

VOTED:
UNANIMOUS _____

A True Record Attest:

YES _____ NO _____

ABSTAIN _____

Teresa M. Burr
Town Clerk

ABSENT _____

Judith Pond Pfeffer, Clerk
Town Council



FRANKLIN PLANNING & COMMUNITY DEVELOPMENT

355 EAST CENTRAL STREET, ROOM 120
FRANKLIN, MA 02038-1352
TELEPHONE: 508-520-4907
FAX: 508-520-4906

MEMORANDUM

DATE: AUGUST 23, 2017
TO: JEFFREY D. NUTTING, TOWN ADMINISTRATOR
FROM: DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
RE: PROPOSED ZONING BYLAW AMENDMENT 17-797: SETBACKS
FOR ACCESSORY BUILDINGS AND STRUCTURES
CC: FRANKLIN PLANNING BOARD; JAMIE HELLEN, DEPUTY TOWN ADMINISTRATOR;
GUS BROWN, ZONING ENFORCEMENT OFFICER; MARK CEREL, TOWN ATTORNEY;
AMY LOVE, FRANKLIN TOWN PLANNER

Zoning Enforcement Officer Gus Brown has identified inconsistencies in the Town's Zoning Bylaw that leads to confusion regarding the size side setback required for accessory buildings and structures. §185-3 states "No accessory buildings or structures of any size shall be closer than 10 feet to any principal building or side ... lot line". §185-19 states that side yard setbacks for accessory buildings and structures must be at least 10 feet in GRV, SFRIV and CI zoning districts, and at least 15 feet in other districts. The exact wording from both sections is attached.

Mr. Brown recommends changing the minimum required distance between accessory buildings/structures and the side lot line to 10 (ten) feet in all zoning districts. This change can be easily made by deleting wording in §185-19 that refers to differences in various zoning districts.

Zoning Bylaw Amendment 17-797 has been prepared for Town Council review and consideration. DPCD recommends referring the proposed amendment to the Planning Board for a Public Hearing.

Wording Taken Directly From Chapter 185 of Franklin Town Code

§185-3. Definitions.

In this chapter, the following terms, unless a contrary meaning is required by the context or is specifically prescribed, shall have the following meanings:

ACCESSORY BUILDING OR USE

A use or separate structure on the same lot with and of a nature customarily incidental and subordinate to the principal use or structure.

No accessory buildings or structures of any size shall be closer than 10 feet to any principal building or side or rear lot line. No accessory building or structures shall be less than a distance equal to the common building height to common grade to any rear or side lot line. No accessory building or structures shall be located within a front yard setback. Lots having frontage on any street will maintain the front yard setback from all street frontage. This bylaw will also include all open space developments.

Swimming pools. The setbacks shall meet those of the accessory structure including pool equipment, i.e., pumps, heaters, etc., in the section noted above. In the case of a corner lot, the pool and the equipment must meet the front yard setback for that zone. Swimming pools are accessory structures whether in-ground, above-the-ground or on-the-ground. To get an accurate measurement, above-the-ground pools should be measured from the outside of the pool including any decking; in-ground pools should be measured from the outside edge of the pool or coping including equipment for both.

§185-19. Accessory buildings and structures.

No accessory building or structure shall be located within a required front yard. No accessory building or structure shall be located in any side yard area nearer to the side lot line than 10 feet in General Residential V, Single-Family Residential IV or Commercial I Districts or nearer than 15 feet in other districts. No accessory building or structure shall be located in a rear yard nearer to the rear lot line than 10 feet or nearer to another principal or accessory building or structure than 10 feet.

Town of Franklin



Planning Board

RECEIVED

2017 AUG 31 AM 11:41

TOWN OF FRANKLIN
TOWN CLERK

The following notice will be published in the Milford Daily Newspaper on
Monday, September 11, 2017 and Monday, September 18, 2017

In accordance with the provisions of M.G.L. Chapter 40A, Section 5, notice is hereby given that the Planning Board will hold a Public Hearing on September 25, 2017 at 7:05 PM and the Town Council will hold a Public Hearing on September 27, 2017 at 7:10 PM in the Town Council Chambers of the Municipal Building, 355 East Central Street, to consider amending Chapter 185, Sections 19, Zoning Map of the Code of the Town of Franklin as follows:

**ZONING BY-LAW AMENDMENT 17-797
SETBACKS FOR ACCESSORY BUILDINGS AND STRUCTURES**

**A ZONING BY-LAW TO AMEND THE FRANKLIN TOWN CODE AT
CHAPTER 185, SECTION 19. ACCESSORY BUILDINGS AND STRUCTURES**

Chapter 185 of the Code of the Town of Franklin is hereby amended at section of §185-19. Accessory buildings and structures by adding and deleting the following text:

No accessory building or structure shall be located within a required front yard. No accessory building or structure shall be located in any side yard area nearer to the side lot line than 10 feet in any zoning district, General Residential V, Single Family Residential IV or Commercial I Districts or nearer than 15 feet in other districts. No accessory building or structure shall be located in a rear yard nearer to the rear lot line than 10 feet or nearer to another principal or accessory building or structure than 10 feet.

The foregoing Zoning By-law amendment shall take effect in accordance with the Franklin Home Rule Charter and Massachusetts General Law Chapter 40A, Section 5.

The said amendment may be reviewed in the Department of Planning and Community Development during normal business hours (Monday, Tuesday and Thursday - 8:00 AM to 4:00 PM, Wednesday - 8:00 AM to 6:00 PM, and Friday - 8:00 AM to 1:00 P.M).

Please contact the Department of Planning & Community Development at 508-520-4907 if you require further information or if you need to make arrangements to provide translation services for the hearing impaired or for persons with language barriers.

Anthony Padula, Chairman
Franklin Planning Board

Matt Kelly, Chairman
Franklin Town Council



LICENSE TRANSACTION

99 Restaurant

Motion to remove the 99 Restaurant License Transaction from the Table.

DATED: _____, 2017

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

**Judith Pond Pfeffer, Clerk
Franklin Town Council**



LICENSE TRANSACTIONS:

99 Restaurant

This is an application by 99 Restaurant of Boston LLC for a Change of Officers/Directors on their All Alcoholic Beverages Restaurant License.

This is a corporate transaction and the request from the Corporation went directly to the Alcoholic Beverages Control Commission because of the number of 99 Restaurants in Massachusetts. The ABCC has given preliminary approval of the transaction and requires only the Local Licensing Authority Review Record be signed and sent to them.

This transaction does not affect the operation of the local license.

MOTION: Move to approve the Change of Officers/Directors for the 99 Restaurant of Boston LLC pursuant to the instructions sent by the ABCC.

DATED: _____, 2017

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

**Judith Pond Pfeffer, Clerk
Franklin Town Council**



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

00063-RS-0430 Franklin 08/11/2017
ABCC License Number City/Town Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):
New License, Change Corporate Name, Pledge of Collateral, Change Corporate Structure, Transfer of License, Change of DBA, Change of Class, Change of Hours, Change of Manager, Alteration of Licensed Premises, Change of License Type, Issuance/Transfer of Stock/New Stockholder, Change of Beneficial Interest, Change of Location, Change of Category, Management/Operating Agreement

APPLICANT INFORMATION
Name of Licensee: 99 Restaurants of Boston, LLC D/B/A
ADDRESS: 847 West Central Street CITY/TOWN: Franklin STATE: MA ZIP CODE: 02038
Manager: Asta Hodge
\$12 Restaurant Annual All Alcoholic Beverages
Type Class Category
(i.e. restaurant, package store) (Annual or Seasonal) (i.e. Wines and Malts / All Alcohol)

LOCAL LICENSING AUTHORITY DECISION
Please indicate the decision of the Local Licensing Authority: Approves this Application
Please indicate what days and hours the licensee will sell alcohol: Mon-Wed: 8:00 am-12:00 midnight, Thur-Sat: 8:00 am - 1:00 am, New Years

If Approving With Modifications, please indicate below what changes the LLA is making:
Please indicate if the LLA is downgrading the License Category (approving only Wines and Malts if applicant applied for All Alcohol):
Changes to the Premises Description
Indoor Area Total Square Footage
Patio/Deck/Outdoor Area Total Square Footage
Seating Capacity
Number of Entrances
Number of Exits
Table with columns: Floor Number, Square Footage, Number of Rooms

Abutters Notified: Yes No X Date of Abutter Notification Date of Advertisement

Please add any additional remarks or conditions here:

Check here if you are attaching additional documentation

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

The Local Licensing Authorities By:
Clerk
Franklin Town Council

09/27/2017
Date APPROVED by LLA

Devlin Law Offices, L.L.C.

PH: 617-514-2828
Fax: 617-514-2825

jdevlin@devlinlawoffices.com
www.devlinlawoffices.com

August 8, 2017

ATTN: License Administrator
Town Municipal Building
355 E. Central St.
Franklin, MA 02038

RE: Change of Officer application for an Annual Restaurant All Alcoholic Beverages License of 99 Restaurants of Boston, LLC or 99 West, LLC d/b/a 99 Restaurant & Pub

Dear License Administrator:

I am writing on behalf of 99 Restaurants of Boston, LLC and 99 West, LLC (collectively the "Licensee"), one or both of which are licensed entities in your community owned by the same corporate structure.

Per the letter you received from the Massachusetts Alcoholic Beverages Commission (the "ABCC"), a copy of which is also enclosed the "Licensee" has been granted preliminary approval for a change of officer relative to all 63 of their Massachusetts locations using the "inverted approval process". Two officers/LLC Managers, Hazem Ouf and Anita Adams, have resigned, and they are being replaced by Charles O. Noyes and Gregory A. Hayes. The transaction includes 63 99 Restaurant & Pub restaurants in Massachusetts. The transaction will not result in any change to the manager, operation or physical structure of the individual restaurant in your municipality in the normal course of business. The day-to-day supervision and control of the restaurant operations remain unchanged.

Due to the size of the transaction, the ABCC has reviewed and investigated the applications and found that the transaction is in compliance with M.G.L. Chapter 138. Per the letter sent by the ABCC, you will not be required to send back any other forms, documents or information in connection with the application other than the LLA Form. **If you have any questions, you can call Investigator Jack Carey at 617-727-3065, ext. 736.**

1 Harris Street
Suite 1

Newburyport, MA 01950

50 Congress Street
Suite 420

Boston, MA 02109

Joe/open/lic'g/99/Letter-all municipal/99 Rest. Of Boston, LLC



*Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
Telephone 617-727-3040
Facsimile: 617-727-1510*

Jean M. Lorizio, Esq.
Chairman

RECEIVED

AUG 11 2017

TOWN ADMINISTRATOR
TOWN OF FRANKLIN

July 25, 2017

LOCAL BOARDS

Andover; Auburn; Barnstable; Billerica; Boston; Braintree; Bridgewater; Chicopee; Concord; Easton; Fairhaven; Falmouth; Foxboro; Framingham; Franklin; Greenfield; Haverhill; Hingham; Holyoke; Lowell; Lynnfield; Marlborough; North Andover; North Dartmouth; Pembroke; Pittsfield; Plymouth; Quincy; Rockland; Somerville; Springfield; Stoneham; Tewksbury; West Springfield; Westfield; Westford; Wilmington; Woburn; and Worcester.

The Alcoholic Beverages Control Commission ("Commission") has received an application from 99 Restaurant of Boston LLC for a Change of Officers/Directors in the above-noted cities and towns.

Due to the magnitude of these transactions, the Commission has received the information and documents provided by the licensee. The review was to determine whether the contemplated transaction is consistent with the provisions of M.G.L. c. 138. Based upon our review, we are satisfied that the transaction is consistent with the purposes of the law and would not result in the individual corporate licenses being deemed to be out of compliance with the applicable statute. Accordingly, this letter sets forth our recommended procedure for the processing of these applications.

Arrangements have been made for the Corporation to pay all of the \$200 application fees directly to the Commission. Therefore, no fee needs to be collected by the Local Board(s).

The Commission has reviewed and accepted copies of the following documents and instruments:

- 1) Amendment Application for a Change of Beneficial Interest
- 2) Beneficial Interest Contact - Individual and CORI Request Form
- 3) Vote of the Board of Directors
- 4) Certificate of change of the LLC

Where there will be no change of existing managers, the Commission will not require that a Manager Form be completed, nor will the Commission require background information on the managers as such information should already be on file.

The applicant will contact you directly for processing the application. Please forward to the Commission the Local Licensing Authority Record. The Commission will require no other forms, documents or information in connection with these applications.

Should you or your town counsel/city solicitor have any questions or require information or assistance, please contact Investigator Jack Carey at (617) 727-3040, extension 736.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ralph Sacramone', with a long horizontal line extending to the right.

Ralph Sacramone
Executive Director

cc: Ted Mahony, Chief Investigator
Ryan Melville, Licensing Coordinator
Joseph H. Devlin, Esq.



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

Print Form

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- Alteration of Licensed Premises
- Change Corporate Name
- Change of License Type
- Change of Location
- Change of Manager
- Other
- Cordials/Liqueurs Permit
- Issuance of Stock
- Management/Operating Agreement
- More than (3) \$15
- New License
- New Officer/Director
- New Stockholder
- Pledge of Stock
- Pledge of License
- Seasonal to Annual
- Transfer of License
- Transfer of Stock
- Wine & Malt to All Alcohol
- 6-Day to 7-Day License

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
 P. O. BOX 3396
 BOSTON, MA 02241-3396**



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

**AMENDMENT APPLICATION FOR A CHANGE OF BENEFICIAL INTEREST OR
 TRANSFER/ISSUANCE OF STOCK**

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF LICENSEE (Business Contact)

ABCC License Number **City/Town of Licensee**

2. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Middle: Last Name:

Title: Primary Phone:

Email:

3. BUSINESS CONTACT

Please complete this section **ONLY** if there are changes to the Licensee phone number, business address (corporate headquarters), or mailing address.

Entity Name:

Primary Phone: Fax Number:

Alternative Phone: Email:

Business Address (Corporate Headquarters)

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Mailing Address Check here if your Mailing Address is the same as your Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

**AMENDMENT APPLICATION FOR A CHANGE OF BENEFICIAL INTEREST OR
TRANSFER/ISSUANCE OF STOCK**

4. CURRENT OWNERSHIP (Before Change in Beneficial Interest)

Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license. This pertains to the current licensee (before change in beneficial interest occurs).

Name	Title / Position	% Owned	Other Beneficial Interest
Brent B. Bickett	LLC Manager	0%	
Timothy T. Janszen	LLC Manager	0%	
Hazem Ouf	LLC Manager	0%	
Anita K. Adams	CFO	0%	
Goodloe M. Partee	General Counsel, Secretary	0%	
See Exhibit A for additional structure information.			

PROPOSED OWNERSHIP (After Change in Beneficial Interest)

Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

- A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.
- B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.
- C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
Brent B. Bickett	LLC Manager	0%	
Timothy T. Janszen	LLC Manager	0%	
Charles O. Noyes	LLC Manager, President	0%	
Greg Hayes	Treasurer	0%	
Goodloe M. Partee	General Counsel, Secretary		
See Exhibit A for additional structure information.			

APPLICANT'S STATEMENT

I, Goodloe M. Partee the: sole proprietor; partner; corporate principal; LLC/LLP member
Authorized Signatory

of 99 Restaurants of Boston, LLC, hereby submit this application for Change of Officer
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: M. Partee

Date: 7-6-17

Title: Secretary

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc - all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation	<input type="text"/>	First Name	<input type="text" value="Gregory"/>	Middle Name	<input type="text" value="Alan"/>	Last Name	<input type="text" value="Hayes"/>	Suffix	<input type="text"/>
Title:	<input type="text" value="Other"/>	Social Security Number	<input type="text"/>			Date of Birth	<input type="text"/>		
Primary Phone:	<input type="text"/>			Email:	<input type="text" value="licensing@abrholdings.com"/>				
Mobile Phone:	<input type="text"/>			Fax Number	<input type="text"/>				
Alternative Phone:	<input type="text"/>								

Business Address

Street Number:	<input type="text" value="3038"/>	Street Name:	<input type="text" value="Sidco Drive"/>		
City/Town:	<input type="text" value="Nashville"/>		State:	<input type="text" value="TN"/>	
Zip Code:	<input type="text" value="37204"/>	Country:	<input type="text" value="USA"/>		

Mailing Address

Check here if your Mailing Address is the same as your Business Address

Street Number:	<input type="text"/>	Street Name:	<input type="text"/>		
City/Town:	<input type="text"/>		State:	<input type="text"/>	
Zip Code:	<input type="text"/>	Country:	<input type="text"/>		

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|---|--------------------------------------|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input checked="" type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? Yes No Are you a Massachusetts Resident? Yes No

Criminal History

Have you ever been convicted of a state, federal, or military crime? Yes No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct Direct Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

0

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
n/a			

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
n/a			

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
n/a				

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation First Name Middle Name Last Name Suffix

Title: Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Fax Number

Alternative Phone:

Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Mailing Address

Check here if your Mailing Address is the same as your Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|---|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input checked="" type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input checked="" type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? Yes No Are you a Massachusetts Resident? Yes No

Criminal History

Have you ever been convicted of a state, federal, or military crime? Yes No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct Direct Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

0

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
n/a			

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
n/a			

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
n/a				

CERTIFICATE OF AUTHORIZATION

CERTIFICATE OF MANAGER OF
99 Restaurants of Boston, LLC

Goodloe Partee, being the Secretary of 99 Restaurants of Boston, LLC (the "Licensee"), and being duly authorized, hereby certifies that he is authorized on behalf of the Licensee to apply to the Alcoholic Beverages Control Commission and the local licensing authority for the municipalities listed on Exhibit A for a change of officer of the annual restaurant all alcoholic beverages license to be held by 99 Restaurants of Boston, LLC, at the locations listed on Exhibit A.

A TRUE COPY

99 Restaurants of Boston, LLC

By: *n. Partee*
Goodloe Partee, Secretary and
being duly authorized

EXHIBIT A

**MASSACHUSETTS LICENSES IN WHICH
THE APPLICANT HAS AN INTEREST**

99 RESTAURANTS OF BOSTON, LLC (42)

464 Lowell Street, Rt. 13
Andover, MA 01810

793 Southbridge Street
Auburn, MA 01501

1600 Falmouth Road
Barnstable (Centerville), MA 02632

160 Lexington Street
Billerica, MA 01821

672 Boston Road, 3A
Billerica, MA 01821

250B Granite Street
Braintree, MA 02184

233 Broad Street
Bridgewater, MA 02324

29-31 Austin Street
Boston, (Charlestown), MA 02129

555 Memorial Drive
Chicopee, MA 01013

13 Commonwealth Avenue
Concord, MA 01742

161 Faunce Corner Road
Dartmouth, MA 02747

99 Belmont Street
Easton, MA 02375

24 Sconticut Commons
Fairhaven, MA 02719

30 Davis Straits
Falmouth, MA 02540

4 Fisher Street
Foxborough, MA 02035

659 Worcester Road
Framingham, MA 01701

847 West Central St.
Franklin, MA 02038

17 Colrain Road
Greenfield, MA 01301

786 River Street, Rt. 110
Haverhill, MA 01830

428 Lincoln Street, Rt. 3A
Hingham, MA 02043

50 Holyoke Street
Holyoke, MA 01040

850 Chelmsford Street
Lowell, MA 01850

317 Salem Street
Lynnfield, MA 01940

32 Boston Post Road West
Marlborough, MA 01752

267 Chickering Rd., Rt. 1 N.
No. Andover, MA 01845

166 Church Street
Pembroke, MA 02359

699 Merrill Road
Pittsfield, MA 01201

19 Home Depot Drive
Plymouth, MA 02360

59 Newport Avenue
Quincy, MA 02171

29 Accord Park, Rt. 228
Rockland, MA 02370

20 Cummings Street
Somerville, MA 02145

1655 Boston Road
Springfield, MA 02143

1371 Liberty Street
Springfield, MA 02143

10 Main St.
Stoneham, MA 02180

401 Main Street
Tewksbury, MA 01876

342 Main Street
Westfield, MA 01085

333 Littleton Street
Westford, MA 01886

1053 Riverdale Street
W. Springfield, MA 01089

144 Lowell Street
Wilmington, MA 01887

194 Cambridge Road 4C
Woburn, MA 01801

11 East Central Street
Worcester, MA 01608

900 West Boylston Street
Worcester, MA 01606

CERTIFICATE OF ORGANIZATION



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



Corporations Division

Business Entity Summary

ID Number: 820573657

Request certificate

New search

Summary for: 99 RESTAURANTS OF BOSTON, LLC

The exact name of the Foreign Limited Liability Company (LLC): 99 RESTAURANTS OF BOSTON, LLC

Entity type: Foreign Limited Liability Company (LLC)

Identification Number: 820573657

Old ID Number: 000829977

Date of Registration in Massachusetts:
11-27-2002

Last date certain:

Organized under the laws of: State: DE Country: USA on: 11-18-2002

The location of the Principal Office:

Address: 3038 SIDCO DR.

City or town, State, Zip code, NASHVILLE, TN 37204 USA
Country:

The location of the Massachusetts office, if any:

Address: 14 GILL ST.

City or town, State, Zip code, WOBURN, MA 01801 USA
Country:

The name and address of the Resident Agent:

Name: C T CORPORATION SYSTEM

Address: 155 FEDERAL STREET STE 700

City or town, State, Zip code, BOSTON, MA 02110 USA
Country:

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	BRENT B. BICKETT	601 RIVERSIDE AVE. JACKSONVILLE, FL 32204 USA
MANAGER	TIMOTHY T. JANSZEN	21 WATERWAY AVE. THE WOODLANDS, TX 77380 USA

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

Title	Individual name	Address
REAL PROPERTY	GOODLOE M. PARTEE	3038 SIDCO DR. NASHVILLE, TN 37204 USA
REAL PROPERTY	GREGORY HAYES	3038 SIDCO DR. NASHVILLE, TN 37204 USA

Consent
 Confidential Data
 Merger Allowed
 Manufacturing

View filings for this business entity:

ALL FILINGS ▲

Annual Report ▲

Annual Report - Professional ▲

Application For Registration ▲

Certificate of Amendment ▼

Statement of Consolidation ▼

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

PROOF OF US CITIZENSHIP

OFFICE OF THE TOWN ADMINISTRATOR



MEMORANDUM

DATE: September 20, 2017
TO: Town Council
FROM: Jeffrey D. Nutting, Town Administrator
 Jamie Hellen, Deputy Town Administrator
RE: Sale of Town Owned Land

A handwritten signature in black ink, appearing to be "J. Nutting", is written over the "FROM:" line of the memorandum.

A small parcel on Summer Street was taken for taxes and was included in a recent tax auction the Treasurer held. No one bid on the land. A few weeks after the auction the abutter called and asked if he could purchase the land from the town.

I do not believe there is a public purpose and recommend we sell the small parcel.

I am happy to answer any questions you may have.



Sponsor: Administration

**TOWN OF FRANKLIN
RESOLUTION 17-55**

**DECLARATION OF TOWN-OWNED LAND (VACANT PARCEL
ON SUMMER STREET) AS SURPLUS AND AVAILABLE FOR
DISPOSITION AND AUTHORIZATION TO SELL SAID PARCEL**

WHEREAS, Town owns a rectangular parcel of unimproved land containing approximately 10,354 square feet shown on Franklin Assessors Map 302 as Parcel 13 (Title reference: Norfolk County Registry of Deeds Book 35,157 Page 597), and

WHEREAS, Town is not making use of said parcel for municipal purposes and has not done so since acquiring it, and

WHEREAS, said parcel, due to its size, shape and location has only a minimal monetary value, which Town has determined to be three thousand, three hundred dollars, according to accepted real estate appraisal practices,

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

1. Declares the parcel of Town-owned land described above to be no longer needed for municipal purposes, and therefore to be surplus and available for disposition (sale).
2. Authorizes the Town Administrator to sell said parcel to the abutting property owner(s) thereof for a minimum purchase price of three thousand, three hundred dollars (\$3,300) and to execute a deed conveying said parcel to said person(s) and to execute any other documents and to take any other action necessary to effectuate said transaction.

This Resolution shall become effective according to the rules and regulations of the Town of Franklin Home Rule Charter.

DATED: _____, 2017

VOTED:
UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

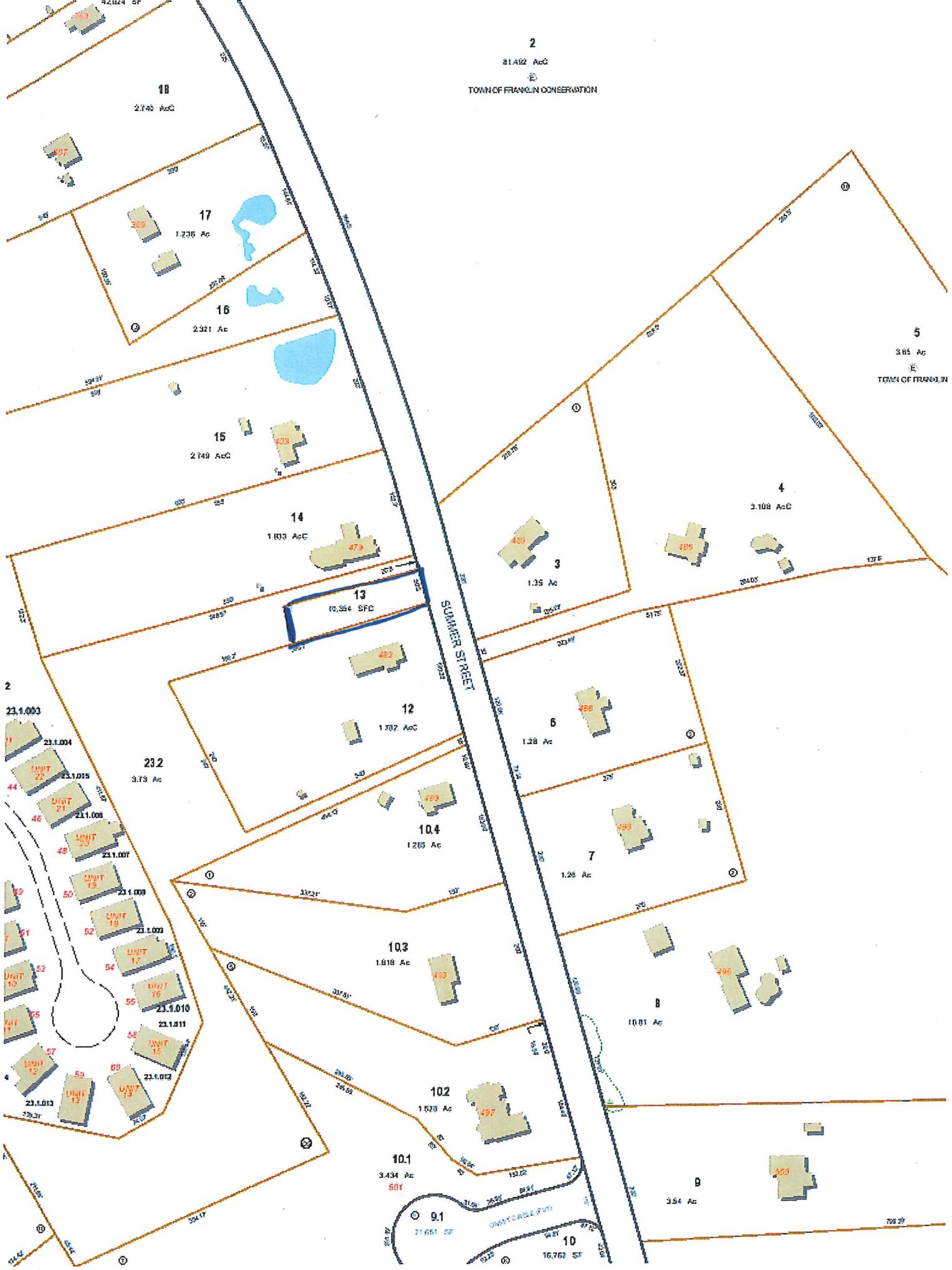
**Teresa M. Burr
Town Clerk**

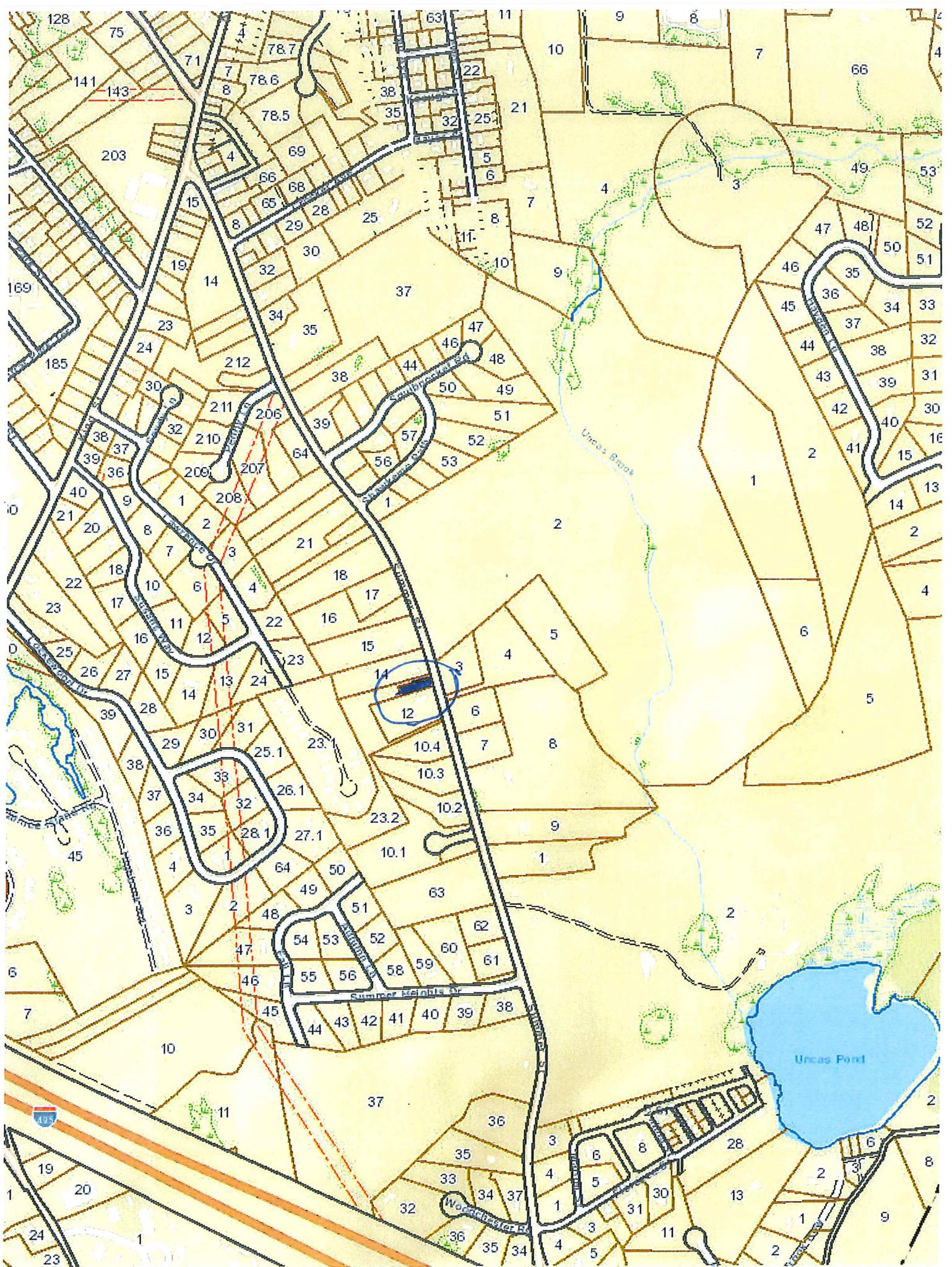
ABSTAIN _____

ABSENT _____

**Judith Pond Pfeffer, Clerk
Franklin Town Council**

2
21.432 Ac
TOWN OF FRANKLIN CONSERVATION





Memo

To: Town Council
From: Jeffrey Nutting 
Date: September 27, 2017
Re: Water Tower – Upper Union Street

The attached resolution will allow the town to continue to lease space on the water tower for cell phone carriers. We started leasing space over 20 years ago. We generally get \$50,000 per year per lease that goes into the general fund. We currently have four carriers on the water tank.

I am happy to answer any questions you may have.



Sponsor: Administration

TOWN OF FRANKLIN

RESOLUTION 17-56 DECLARATION AS SURPLUS AND AVAILABLE FOR PARTIAL DISPOSITION (LEASING) AND AUTHORIZATION THEREFOR OF TOWN-OWNED STRUCTURE AND LAND ON UPPER UNION STREET

WHEREAS, Town owns the parcel of land on Upper Union Street shown on Franklin Assessors' Map 319 as Parcel 22 consisting of 8,639 square feet and containing a structure known as "Upper Union Water Tank" and related improvements, and

WHEREAS, Town is not making full use of the exterior of the water tank and immediately surrounding land for municipal purposes and the exterior of the water tank and associated land may therefore be able to be rented for compatible non-municipal use, and

WHEREAS, commercial wireless communications facility(ies) is/are such a use and would provide needed revenue to the Town.

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

1. Declares the exterior of the Upper Union Street Water Tank and the Town-owned land on which it is located, more fully described above, to be surplus and available for partial disposition (lease), PROVIDED THAT any non-municipal use be compatible and not interfere with the active ongoing municipal use, i.e.: public water supply system.
2. Authorizes the Town Administrator to prepare and issue an "Invitation to Bid" or "Request for Proposals" for the disposition (lease) of the exterior of said water tank and land to one or more commercial wireless communications providers in accordance with the requirements of G.L. Chapter 30B, Section 16, for use as a wireless communications facility, PROVIDED THAT said use does not interfere with the public water supply system and any other active ongoing municipal use.
3. Authorizes the Town Administrator to enter into a lease of the exterior of said water tank and land with one or more of said commercial wireless communications providers for up to twenty (20) years for use by them as wireless communications facilities for such annual rent and upon such other terms and conditions as the Town Administrator shall

determine to be in Town's best interests, subject to compliance with G.L. Chapter 30B and the restrictions contained in paragraphs one and two above.

This Resolution shall become effective according to the rules and regulations of the Town of Franklin Home Rule Charter.

DATED: _____, 2017

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council

OFFICE OF THE TOWN ADMINISTRATOR



MEMORANDUM

DATE: September 20, 2017
TO: Town Council
FROM: Jeffrey D. Nutting, Town Administrator 
Jamie Hellen, Deputy Town Administrator
RE: Proposed Adjustments to FY Budget and Capital requests

We are proposing changes to the FY 18 budget as follows:

1. Request to add \$60,000 to the school budget. The net state aid increase over our original estimate is \$60,000. I propose to add that to the school budget (memo attached)
2. We have reduced some personnel in the Planning department and can reduce that salary budget by \$30,000. We would like to add \$10,000 to the TA budget to help cover the cost of using our staff to assist the planning staff to pay for the increase pay for the TA agreed in the contract and not included in the original budget.
3. Request for \$86,000 for police wages. We have two police retirements next spring. In order to avoid a nine month lag between their retirement and filling the positions we propose to hire two officers in early winter and have them attend the police academy. They will be finished by the time the two officers retire.
4. We are requesting \$9,000 for a new canine
5. This request is for \$1,500 to restore the funds used in the Town Clerks Office to pay a

Capital Requests

- 1 We are also asking for \$550,000 from the hotel tax for roads/sidewalks/infrastructure improvements.(separate resolution)
- 2 We recently learned there are some problems with the police radio system and need \$18,000 to make the corrections



TOWN OF FRANKLIN

RESOLUTION 17-57

AMENDMENT OF FY 2018 BUDGET

WHEREAS, The Town of Franklin adopted the FY 2018 Budget on May 25, 2017, and

WHEREAS, The Town of Franklin amended the FY 2018 Budget on September 27, 2017.

NOW, THEREFORE, BE IT MOVED AND VOTED to further amend said FY 2018 Budget as amended September 27, 2017 from \$120,465,810 to \$120,602,310 as outlined below: Increase School Budget \$60,000, Town Administration Salaries \$10,000, Police Salaries \$86,000, Police Expenses \$9,000, Town Clerk Expenses, \$1,500; Decrease Planning Salaries (\$30,000), for a total increase of \$136,500.

	<u>Original</u>	<u>Change</u>	<u>Amended</u>
Total appropriation	\$120,465,810	\$136,500	\$120,602,310
Raise and Appropriate:	\$108,538,815	\$136,500	\$108,675,315

This Resolution shall become effective according to the rules and regulations of the Town of Franklin Home Charter.

VOTED:

UNANIMOUS _____

YES _____ NO _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council

Revenue

Planning Dept. Salary - subtract	30,000
updated new growth	115,000
Add'l State Aid	60,000
Hotel Tax	550,000
Net Revenue available	755,000

Schools add'l State Aid	60,000
Roads - Hotel tax	550,000
TA Salary budget- add	10,000
Town Clerk Expense	1,500
Police wages add	86,000
Police dog add	9,000
Requested Expenses	716,500

Balance	38,500
----------------	---------------

**Franklin Public Schools
355 Central Street
Franklin, MA 02038
Phone (508) 553-4825**

To: Jeff Nutting, Town Administrator
Sara Ahern, Ed.D., Superintendent

From: Miriam A. Goodman, School Business Administrator

Date: September 11, 2017

Re: Funds for appropriation to school department

As you may be aware, federal grant funding for Title I and IDEA (Individuals with Disabilities Education Act) grants has been reduced this year by \$21,050 and \$11,218, respectively, for a total reduction of \$32,268. The Title I grant supports a targeted population of students at Davis Thayer and Parmenter elementary schools by providing additional tutoring and interventions for struggling readers. The IDEA grant supports many services that are provided to students with disabilities throughout the district; Educational support professionals, counselors, and related healthcare benefits are a few examples.

Additionally, as of this writing, we are aware of at least four students who have recently moved into Franklin requiring special services that are documented in an individualized education plan. Services such as a 1:1 assistant and added support from outside consultants will be required in order for them to successfully access the curriculum in our local schools.

Any additional funds that the Council might appropriate for the school department would be used to support these concerns.

Should you have any questions, please feel free to contact me.

Thank you.



FRANKLIN POLICE DEPARTMENT

Thomas J. Lynch, Chief of Police
James A. Mill, Deputy Chief of Police
911 Panther Way, Franklin, MA 02038
Telephone: (508) 528-1212
Fax: (508) 520-7950
www.franklinpolice.com

September 8, 2017

Jeffrey D. Nutting, Town Administrator
Town of Franklin
355 East Central Street
Franklin, MA 02038

SUBJECT: Request for \$86,000 to Hire Two Replacement Officers

Mr. Nutting,

The department has been informed by two senior officers of their intention to retire in July, 2018 (Paul Fiorio & Robert Burchill). Historically, the department would not begin the process of filling the vacant positions until after the officers had officially retired. If we were to follow past practice, the Operations Division (uniform patrol) would be short two officers until we could complete the hiring process of their replacements. As I have stated previously, the operations division has not received an increase in personnel since 2010 and reducing the compliment from 24 to 22 officers for an extended period of time will adversely impact the budget pertaining to overtime expenditures.

The department has two choices to fill the vacant positions. Hire academy trained transfer officers in which the process will take approximately 3 months or hire untrained candidates from the Franklin Police Officer entry exam list and send them to an MPTC certified full-time recruit police academy. The process of hiring from the entry exam list will take approximately one year as the pre-screening process takes 3 months, the academy is 6 months in duration and new officer field training is 3 months. The department would prefer to hire from our current entry list and send two candidates to a full-time police academy, but this would reduce the operations division by two patrol officers for the entirety of FY19.

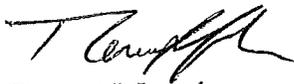
An alternative option that deviates from historical replacement practices would be to hire two replacement officers and send them to the police academy prior to the anticipated retirements in July, 2018. There are two police academies scheduled to start in January, 2018 (Randolph 01/08/18 and Plymouth 01/22/18). If we were able to secure two seats in one of these academies, the recruits would graduate in June, attend three months of field training and be able to start on a regular shift rotation in September, 2018. The operations division would only be short personnel for approximately three months.

To pursue the alternate option, if you agree with its merits, the department would need \$86,000.00 in additional funding to cover salary and expenses of the two officer recruits. Attached is a spreadsheet with the details.

The salaries would cover the 13.5 pay periods from the start of the academy until the end of FY18 (June, 30, 2018). They would only receive education incentive after they graduated from the academy or 4.5 pay periods prior to the start of FY19. The expenses would cover the academy tuition and all uniforms and equipment needed for attendance at the academy and their initial issue as outlined in the current CBA.

If you have any questions please feel free to contact me at anytime.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'T. Lynch', written in a cursive style.

Thomas J. Lynch
Chief of Police



FRANKLIN POLICE DEPARTMENT

Thomas J. Lynch, Chief of Police
James A. Mill, Deputy Chief of Police
911 Panther Way, Franklin, MA 02038
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www.franklinpolice.com

September 8, 2017

Jeffrey D. Nutting, Town Administrator
Town of Franklin
355 East Central Street
Franklin, MA 02038

SUBJECT: Request for \$9,000 for Purchase of Canine

Mr. Nutting,

As you are aware the department recently suffered a tremendous loss with the sudden passing of Canine Axe, Officer Michael Gilboy's K9 partner. Axe was only three years old and was expected to work with the K9 unit for another five years before retiring. The department has had a K9 unit since 2001 and Officer Gilboy has worked with three partners (Chase, Erhe & Axe) with great success. The K9 unit is an excellent resource and provides an invaluable service in the areas of lost person searches, suspect searches and tracking, building searches, handler protection, narcotics detection, etc. The K9 unit is also very well received by the residents and public at large and has provided demonstrations to many civic and school related groups throughout the last 16 years.

The department is requesting \$9,000.00 to fund the purchase of a replacement canine and miscellaneous equipment (fitted K9 vest, collars, etc.) needed to get the program operational again.

If we secure the funding, our goal is to have the unit attend the Plymouth County Sheriff's Office Police Canine Academy immediately. The PCSO K9 Academy will be starting a 16 week academy in late September. After graduating the canine academy, the new canine would work for approximately a year before attending a narcotics certification course.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "T. Lynch", written over a horizontal line.

Thomas J. Lynch
Chief of Police



PHONE: (508) 520-4925
FAX (508) 541-5253

Town of Franklin Comptroller's Office

355 East Central Street
Franklin, MA 02038-1352

TO: Jeff Nutting
FROM: Susan Gagner
RE: Town Clerk Budget
DATE: September 11, 2017

The FY 2018 Town Clerk Expense needs \$1,500 in additional funding. This is due to the funding of the prior year bill (Resolution 17-51) from the FY 2018 Town Clerk Budget.

Thank you for your consideration.



TOWN OF FRANKLIN

RESOLUTION NO.: 17-51

APPROPRIATION: Town Clerk Prior Year Bills

TOTAL REQUESTED: \$ 1,493.08

PURPOSE: To Pay for prior bills for the Town Clerk for FY 2017.

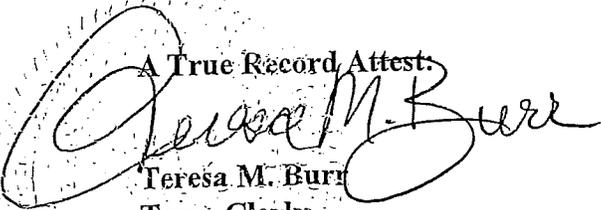
MOTION

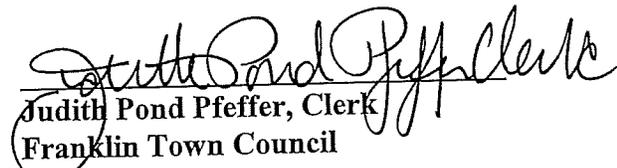
- Be It Moved and Voted by the Town Council that Prior Year bills in the amount of One Thousand Four Hundred and Ninety-three Dollars and Eight cents (\$1,493.08) be paid from the FY 2018 Town Clerk Operating Budget.

DATED: August 9, 2017

VOTED: Passed
UNANIMOUS
YES 9 NO —
ABSTAIN —
ABSENT —

A True Record Attest:


Teresa M. Burr
Town Clerk


Judith Pond Pfeffer, Clerk
Franklin Town Council



TOWN OF FRANKLIN

RESOLUTION NO.: 17-60

APPROPRIATION: DPW– Public Way Improvements

AMOUNT REQUESTED: \$550,000

PURPOSE: To raise and appropriate \$550,000 for DPW – Public Way Improvements.

MOTION

Be It Moved and Voted by the Town Council that the sum of Five Hundred and Fifty Thousand Dollars (\$550,000) be raised and appropriated for DPW – Public Way Improvements

DATED: _____, 2017

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council



TOWN OF FRANKLIN

DEPARTMENT OF PUBLIC WORKS

257 Fisher Street
Franklin, MA 02038

September 11, 2017

Mr. Jeffrey Nutting, Town Administrator
Town of Franklin
355 East Central Street
Franklin, MA 02038

Re: Possible additional roadwork capital funding

Dear Jeff,

Based on our conversations regarding possible additional funding for roadwork improvements from monies collected by the Hotel / Motel tax, I would suggest we look at the following roadways:

Elm Street:	Improve the roadway from end of waterline work now to the Medway Town line.
Sherman Ave:	Reconstruct the roadway from Lincoln Street to Pine Ridge.
Pond Street:	Mill and overlay from Oak St. to Eldon Drive.
Old Chestnut:	Overlay around 1500 feet.
Forest Street:	Mill and overlay sections as needed.
South Street:	The end of South to the Wrentham Town Line.

Please understand this list is based upon known problems / high resident call areas. With the appropriation I cannot guarantee all the work listed above could be done. If funding is appropriated, before work commences, DPW would take a much closer look at what work is required, needed, warranted and how to get the best value for our dollar.

Thank you,

Robert A. Cantoreggi
Director

CC: Jamie Helen, Assistant Town Administrator
Deacon Perrotta, Director of Operations
Carlos Rebelo, Highway and Grounds Superintendent
Laurie Ruzala, Water and Sewer Superintendent
Mike Maglio, Town Engineer
File



TOWN OF FRANKLIN

RESOLUTION NO.: 17-61

APPROPRIATION: Police – Radio Systems Improvements

AMOUNT REQUESTED: \$18,000.00

PURPOSE: To Raise & Appropriate funds for Radio System Improvements

FINANCE COMMITTEE ACTION

9/26/17 Vote:

Recommended Amount: \$18,000.00

MOTION

Be It Moved and Voted by the Town Council to raise & appropriate Eighteen Thousand dollars (\$18,000.00) for Radio System Improvements.

DATED: _____, 2017

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

**Teresa M. Burr
Town Clerk**

**Judith Pond Pfeffer, Clerk
Franklin Town Council**



FRANKLIN POLICE DEPARTMENT

Thomas J. Lynch, Chief of Police
James A. Mill, Deputy Chief of Police
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Fax: (508) 520-7950
www.franklinpolice.com

To: Chief Lynch
CC: Deputy Chief Mill, Lt. Ryan, Lt. Manocchio, Lt. West
From: Sergeant Johnson
Date: September 14, 2017
RE: Radio System Updates

Chief-

As discussed at our staff meeting on September 13th, I have received most of the hard quotes needed to address our radio system problems. The projects are three fold, the first addresses the radio communication problems we have while officers are trying to communicate from the station. The second moves underutilized equipment from Populatic Street, to the tower adjacent to the Medway Police Department. The final phase of the project converts our radio system to digital, and this requires reprogramming of all our mobiles and portables. The breakdown is as follows:

- *Phase 1:* Install tone remote adapters and a new control station and antenna on the tower. This will provide us with six (6) hard wired devices that can transmit, and receive on our radio system. They will be located in the following areas: Report Room, Booking Room, Kitchen, Male Locker Room, Female Locker Room, and Conference Room. These areas are windowless, and we see the most degradation in signal. These remotes will connect to a control station, essentially a mobile radio, in the tower room. This phase is being quoted at \$9043.00. This would also require Facilities to run six (6) new Cat. 6 network wires for us.
- *Phase 2:* Move Populatic Street repeater to the tower located at the Medway Police Station. I do not have a paper quote for this yet, but Cybercomm estimated approximately \$5000.00 for the move, and installation in the new location.
- *Phase 3:* Reprogramming of all our portables and mobiles with our digital transmission information. The estimate from Cybercomm for this work is \$2007.00. This includes moving and installing two mobile radios in 607, and 617. We are recycling the ones from the old 612, and 613 as they are digital ready. We would also purchase the software from Motorola, and be able to reprogram our portables ourselves. This avoids have to pay Cybercomm to touch all 60 or so portable radios.

I believe than an investment in our system is warranted, and will help reduce the number of dead areas, and improve officer safety. As a budgetary number I would allow some room for small overages, and place a value of \$18,000.00 on this project. It is possible that the cost will be less, but I want to make sure you know that its possible unforeseen problems could arise as always.

Memo

To: Town Council
From: Jeffrey Nutting 
Date: September 21, 2017
Re: RFP – Nu-Style Property

As you are aware, the Nu-Style property cleanup has dragged on for a very long time.

We are at a point that we would need to request another round of funding to remove the collapsed building and do further testing around the building. This would cost hundreds of thousands of dollars.

In lieu of that solution, we thought it was worthwhile to issue a Request for Proposal (RFP) to see if someone wished to purchase the land for \$100 and clean up the site.

A private company or property owner can accomplish the cleanup for less money than the town and apply for tax credits. If no one bids then we will have to look at resuming the cleanup process ourselves.

I am happy to answer any questions that you may have.



Sponsor: Administration

TOWN OF FRANKLIN

RESOLUTION 17-59

DECLARATION OF TOWN-OWNED LAND ON GROVE STREET (REMAINING PORTION OF FORMER NU-STYLE PROPERTY) AS SURPLUS AND AVAILABLE FOR DISPOSITION

WHEREAS, Town owns a parcel of land on Grove Street shown on a plan of land captioned "Plan of Land Grove Street and Old Grove Street Franklin, Massachusetts for Town of Franklin 355 East Central Street Franklin, Massachusetts December 7, 2015 Scale 1" = 20" prepared by United Consultants, Inc. and recorded at Norfolk County Registry of Deeds in Plan Book 647 at Page 20, and

WHEREAS, Town is not currently using and does not intend to use "Lot 1" shown on said plan and containing 24,813 square feet, more or less, according to said plan, with the exception of a twenty-foot wide sewer easement abutting Grove Street, also shown on said plan,

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

1. Declares the parcel of Town-owned land shown as "Lot 1" on the plan of land described above to be no longer needed for municipal purposes, except for the twenty-foot wide sewer easement also described above, and therefore to be surplus and available for disposition (sale), subject to the reserved sewer easement abutting Grove Street, shown on said plan.
2. Directs the Town's Chief Procurement Officer to prepare and issue an "Invitation to Bid" or "Request for Proposals" for the disposition (sale) of said parcel in accordance with the requirements of G.L. Chapter 30B, Section 16, containing a minimum bid price of one hundred dollars (\$100) and such other terms and conditions as the Town Administrator determines to be in Town's best interests.
3. Directs the Town Administrator to submit all qualifying responses to the "Invitation to Bid" or "Request for Proposals", together with his and Planning Department's recommendations, to the Town Council for its consideration and potential acceptance of the bid or proposal it determines to be most advantageous to the Town, the Council expressly reserving its right to reject all bids and/or proposals if, in its sole discretion, it deems none of the bids or proposals to be in the Town's best interests, financial or otherwise.

This Resolution shall become effective according to the rules and regulations of the Town of Franklin Home Rule Charter.

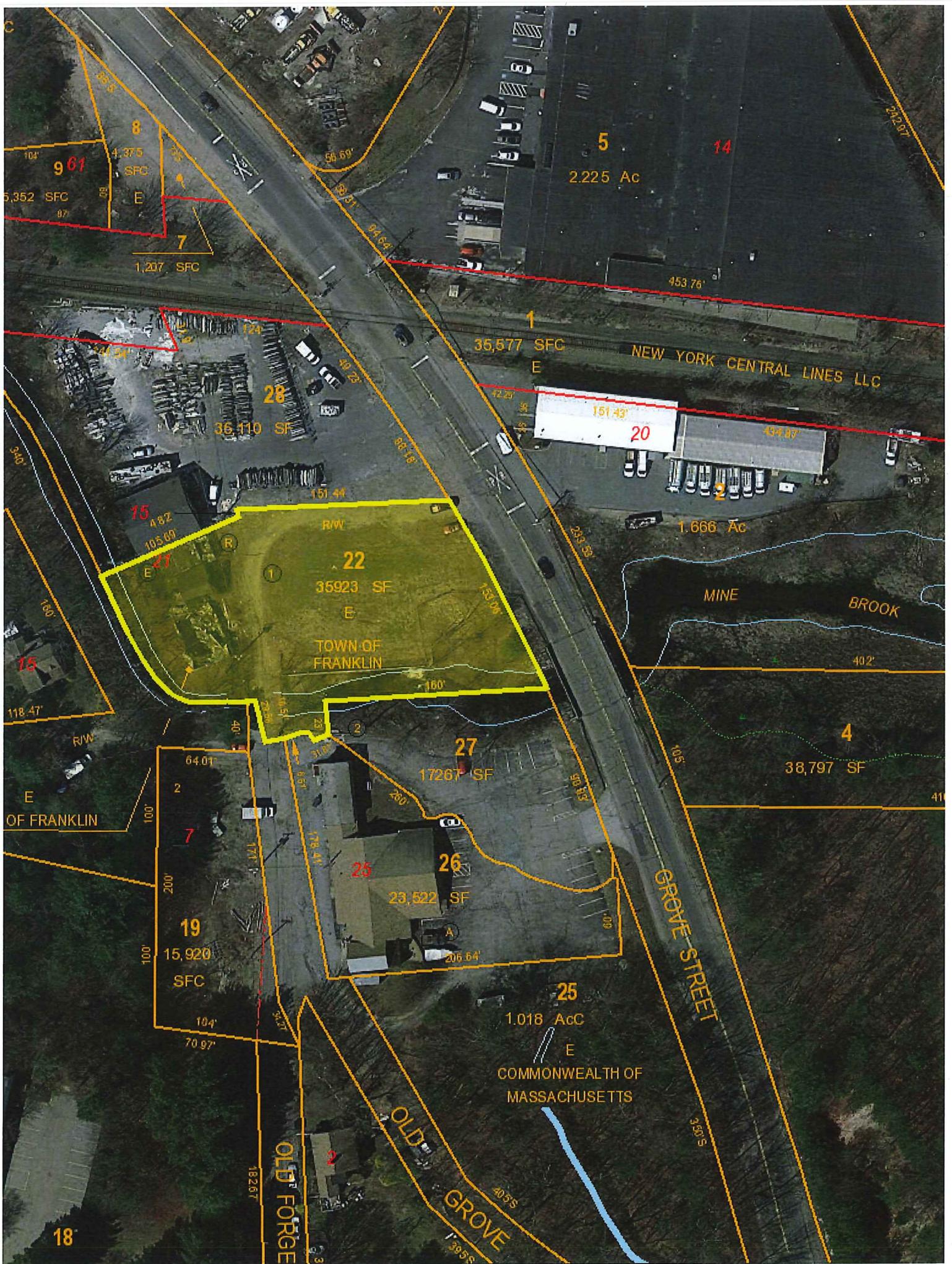
DATED: _____, 2017

VOTED:
UNANIMOUS _____
YES _____ NO _____
ABSTAIN _____
ABSENT _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council



**TOWN OF FRANKLIN
REQUEST FOR PROPOSALS**

**DISPOSAL OF REAL PROPERTY
FORMER NU-STYLE PROPERTY, 21 GROVE STREET**

In accordance with the provisions of Massachusetts General Laws, Chapter 30B, §16 the Town of Franklin seeks written proposals to purchase and redevelop the so-called *Nu-Style Property* (Assessor's Map 276, Lot 22). The Town-owned former manufacturing property is located at 21 Grove Street, 0.2 mile south of West Central Street (Route 140) and approximately 0.3 mile from I-495's Exit 17.

The 35,923+/- square feet (0.825+/- acre) parcel has had a long industrial history (at least 90 years) including textiles and costume jewelry, and is the location of a dilapidated former manufacturing building and at least some contaminated soil and groundwater. The primary environmental concerns at the site are chlorinated volatile organic compounds in the bedrock aquifer and shallow overburden groundwater, and polycyclic aromatic hydrocarbon compounds in soil and sediment, as well as hazardous building materials including lead and asbestos.

A substantial amount of assessment activities have been conducted to characterize the nature and extent of releases and hazardous building materials at the site; however, the full extent of groundwater contamination is not known. The Developer will be required to demolish the site's building, and complete assessment and remedial response actions in order to prepare the site for redevelopment, including achieving compliance with the Massachusetts Contingency Plan (310 CMR 40.0000), Massachusetts Department of Environmental Protection requirements.

The Town hopes to hear from a variety of individuals and organizations who will present proposals for the redevelopment of the Business-zoned site. Multiple proposals (with alternative concept plans and building designs) from the same developer are welcome.

Copies of this Request for Proposals (RFP) may be obtained at the Procurement Office, Franklin Municipal Building, Room 206, 355 East Central Street, Franklin, Massachusetts, or by calling 508-520-4918 Monday, Tuesday, Thursday between 8:00AM - 4:00 PM, Wednesday between 8:00AM- 6:00 PM, and Friday between 8:00AM - 1:00 PM.

Proposals that meet the minimum requirements in Section II and basic submittal requirements outlined in Section III of this RFP 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 RFP may be cancelled if the Town determines that cancellation serves the best interests of the Town of Franklin.

Minimum Bid Price. Due to the fact that the Town is seeking redevelopment of the Property that contains a building requiring demolition and soil and groundwater contamination, and based upon a recent real estate appraisal, a minimum bid price for the Property has been established as \$100.

Proposal Submission Deadline. Interested Developers are asked to submit an original (un-bound) and eight (8) copies of their Proposal to Franklin's Purchasing Agent, by the 11:00 a.m. Thursday November 16, 2017 submission deadline.

Site Visit. The Town will conduct an informal session and tour of the site at 10:30 a.m. Thursday, October 26, 2017. The Town requests interested parties meet at the site (21 Grove Street). Please note the site's building is not safe to enter and has been fenced off; access to the building's interior or the rear of the building will not be allowed during the site visit.

Additional Information: The Town of Franklin invites you to examine reference documents found on the Town's website:

<http://www.franklinma.gov/planning-community-development/pages/21-grove-street-rfp>

In addition, the majority of environmental assessment documents listed in Attachment D of this RFP are available for review at the Town of Franklin's Planning and Community Development Office during regular office hours.

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

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

I. PROPERTY DESCRIPTION AND SITE HISTORY

The Town of Franklin seeks written proposals to purchase and redevelop the so-called *Nu-Style Property* (Assessor's Map 276, Lot 22). The Town-owned 35,923+/- square feet (0.825+/- acre) parcel is a former manufacturing property located at 21 Grove Street, 0.2 mile south of West Central Street (Route 140) and approximately 0.3 mile from I-495's Exit 17. A location map is in Attachment A.

The site has had a long industrial history (at least 90 years) including textiles and costume jewelry, and is the location of a dilapidated former manufacturing building and at least some contaminated soil and groundwater. The building was historically occupied by Norfolk Woolen Mills, Unionville Woolen Mills, Franklin Paint Company, and most recently by Nu-Style Company and Image Jewelry. Materials used and stored at the site associated with jewelry manufacturing include cyanides, metals, chlorinated solvents, and petroleum products. Additional substances associated with textile manufacturing were also likely used. Use of oil and hazardous materials ceased at the property in 1989.

The primary environmental concerns at the site are chlorinated volatile organic compounds in the bedrock aquifer and shallow overburden groundwater, and polycyclic aromatic hydrocarbon compounds in soil and sediment, as well as hazardous building materials including lead and asbestos.

A substantial amount of assessment activities have been conducted to characterize the nature and extent of releases and hazardous building materials at the site; however, the full extent of groundwater contamination is not known. A summary of assessment and remediation activities is included in Attachment C, and a list of environmental documents related to the Nu-Style property is in Attachment D.

The site's existing building (Building II) is adjacent to Mine Brook on the west side of the property. Originally built in 1945 the building has had at least two additions, one of which joined Building II to an adjacent former Nu-Style building, which is currently privately owned. The former manufacturing facility is a 4,000+ sf one and one-half story building, which is dilapidated, unsafe, blight on the neighborhood, and presents a risk to public health and safety. In 2014 substantial portions of the building collapsed; at that time the site was fenced to limit exposure and enhance safety.

The Developer will be required to demolish Building II, and complete assessment and remedial response actions in order to prepare the site for redevelopment, including achieving compliance with the Massachusetts Contingency Plan (310 CMR 40.0000), Massachusetts Department of Environmental Protection requirements.

Various reference documents, including several environmental assessment documents listed in Attachment D, are available on the Town's web site. The environmental documents available on the web site are the most recent documents available. Hard copies of additional environmental assessment reports are available for review at the Town of Franklin's Planning and Community Development Office during regular office hours:

Department of Planning and Community Development
355 East Central Street
Franklin, MA 02038-1352
Phone: [508-520-4907](tel:508-520-4907)
Fax: [508-520-4906](tel:508-520-4906)
Email: btaberner@franklinma.gov

Attachment E of this document is a list of available resources. **Development Teams should examine all available information and materials. Failure to do so will be at Development Team's risk.**

Utilities. Municipal water and sewer, and electricity are available on site or directly adjacent on Grove Street.

Zoning. The subject parcel is located within Franklin's Business Zoning District; the intent of the B

zoning district, as described in Subsection C of Section 185-4 Districts Enumerated is as follows:

The Business District (B) is intended primarily for nonresidential uses such as office, retail, service, trade, restaurant, and other commercial uses with some limited industrial uses in a suburban commercial environment.

Dimensional restrictions (setbacks, height, impervious coverage) are provided in Attachment 9 of the Town's Zoning Bylaw. Attachments 2 through 8 of the Zoning Bylaw is a list of land uses allowed by right or through special permits. Proposals needing regulatory relief should demonstrate a high probability of permitting approval within a reasonable time frame. The speed and probability of securing approvals will influence the evaluation of the proposal. The Town of Franklin's Zoning Bylaw can be found on the Town's website at: <http://ecode360.com/10434967>.

Economic Development. The Property is within the North Grove Street Economic Opportunity Area and as such the Town can offer businesses looking to start up or expand in Franklin a Tax Increment Finance (TIF) agreement. To qualify for a TIF the Developer's proposal would need to include a project that meet specific requirements, including meeting mandatory requirements within 402 CMR 2.00, result in creation of new permanent jobs, and also either result in redevelopment of empty or underutilized industrially or commercial properties, or development of new facilities. Additional information concerning this incentive is available on the Town's website.

II. 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:

- Price: The minimum bid price for the property, as voted by Franklin Town Council, is \$100 with the stipulations contained in this RFP.
- Demolition of the former Nu-Style manufacturing facility (Building II) and removal and off-site disposal of building materials and components within one (1) year of conveyance of the property.
- Complete environmental assessment and remedial response actions, including achieving compliance with the Massachusetts Contingency Plan (310 CMR 40.0000), Massachusetts Department of Environmental Protection requirements, within two years of conveyance.
- Development of the site for uses currently allowed by-right or by special permit; please refer to the Town of Franklin's Zoning Bylaw.
- Nonprofit Use: Any nonprofit user will be expected to sign a "payment-in-lieu of taxes" (PILOT) agreement acceptable to the Town.
- 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:

- Develop the Property in a way that will esthetically enhance the neighborhood.
- Stimulate economic development within the area, including creation of new temporary construction and permanent living wage positions.
- Proposals that include private/public partnerships, or subdivision of the Property are welcome.
- The Town is willing to consider multiple development options for the Property from a single developer.

III. SUBMISSION REQUIREMENTS

Each Proposal shall contain the information requested in this Section of the RFP. Development Teams 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 not meeting the minimum qualifications/requirements in Section II, shall be considered as non-responsive and may be dropped from further consideration.

Any information that is considered relevant by the Development Team 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 "21 Grove Street Property Redevelopment Proposal".

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

- **Letter of Intent:** A one to two page letter, signed by the principals of the firm and outlining the reasons behind the firm's 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, the intended re-use of the property, and the bid offer. In addition, letters must acknowledge receipt of all RFP addendums (if issued).
- **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.
- **Offer to Purchase and Bid Deposit:** The proposal shall contain a written offer to purchase.
- **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).
- **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., LSP, demolition contractor, architect, building contractor) if known, and a description of the development team's experience with similar projects.
- **Project Description:** Proposals must contain a detailed description of the proposed 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 *Business*. The use and development of the site must conform to the requirements of the Town of Franklin Zoning Bylaw. The Proposal must demonstrate compliance with the Zoning Bylaw and include a listing of all special permits needed for the project.
 - Identification of any Planning Board, Zoning Board of Appeals, Board of Health, Conservation Commission or Town Council actions required for authorization of the proposed use.
 - The Proposer should submit preliminary *site development plans* showing the location of existing man-made and natural features, easements, buffers, and proposed improvements

including buildings and parking areas. Site 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.

- In the case where buildout of the site is to be phased, or where two or more Developers are partnering to subdivide the property, a Phasing Plan or Master Plan shall be submitted depicting concepts for the future build out of the site.
- The Project Description shall contain a *development timetable* listing potential dates of the following:
 - Execution of Land Disposition Agreement⁽¹⁾ following Town Council action;
 - Financing in place;
 - Permitting required to demolish Building II, including but not limited to Conservation Commission order of conditions;
 - Demolition of Building II and proper disposal of hazardous building materials⁽²⁾;
 - Complete environmental assessment and remedial response actions in order to prepare the site for redevelopment, including achieving compliance with the Massachusetts Contingency Plan (310 CMR 40.0000), Massachusetts Department of Environmental Protection requirements⁽³⁾;
 - Permitting for redevelopment, including but not limited to Planning Board site plan approval and Conservation Commission order of conditions;
 - Start of construction;
 - End of construction;
 - Occupancy.

Notes:

1. 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.
2. The Town of Franklin requires the demolition of Building II to occur within one (1) year of execution of the Land Disposition Agreement.
3. The Town of Franklin requires all required environmental assessment and remediation actions needed to achieve compliance with the Massachusetts Contingency Plan (310 CMR 40.0000) be complete within two (2) years of execution of the Land Disposition Agreement.

- **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, and supporting documentation demonstrating that sufficient funding is available to undertake the project.

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. For example, financing commitments in legally binding form shall rate higher than letters of interest; and firm financing commitments shall rate higher than financing commitments with conditions pertaining to additional debt/equity contributions or participation.

Please note that proposers must be willing to provide the evaluation committee with financial statements (preferably audited) and bank references, if requested during a final proposal evaluation.

- **Fiscal Impact Assessments:** Proposers must submit an evaluation of fiscal and economic impacts of the proposed development on the Town. Fiscal Impacts Statements shall include the following:

- Projections of costs to the Town arising from increased demands for public services and infrastructure;
- Projections of financial benefits to the Town from increased tax revenues, employment (construction and permanent), and value of public infrastructure to be provided;
- Projections of the positive or negative impacts of the proposed development on the values of abutting properties;
- Ten year projection of Town revenues and costs resulting from the proposed development.

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 (508-553-4866 or jbugbee@franklin.ma.us) 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 letter.
- 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.
- Nothing herein is intended to exclude any responsible Proposer, or in any way restrain competition. All responsible purchaser/developers are encouraged to submit proposals.
- The Town of Franklin encourages participation by Minority and Women Owned Business Enterprises (MWBE).

VI. QUALIFICATIONS

The recommendation for award of this property is based on a Qualification Based Selection (QBS) Process. All Firms 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 Proposers/Developers desiring consideration that has not provided evidence of initial minimum qualifications stated in Section II, and meet all submission requirements in Section III will be determined to be non-responsive and disqualified from any further review.

VII. SUBMISSION OF PROPOSALS

Interested Proposers/Developers must submit the following in a sealed envelope clearly marked “Pond Street Proposal” with the name and address of the Proposer on the outside of the envelope to the Town of Franklin’s Purchasing Officer by the Submittal Deadline:

- One (1) original (un-bound) and ten (10) copies of Proposal, including Cover Letter, all required forms, and all information requested in Sections II and III.

John Bugbee, 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: jbugbee@franklin.ma.us

Proposal Deadline: Deadline for submission of Proposals is 11:00 a.m. Thursday November 16, 2017. 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 Officer prior to the submission deadline stated above. The Town may 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 Purchaser/Developer become the property of the Town. The Town is under no obligation to return any of the material submitted by a Purchaser/Developer in response to this RFP.

The Town reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.

VIII. PROPOSAL TIME FRAME

Each Purchaser/Developer’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 Town Administrator, Town Planner, and Director of Planning and Community Development. To be considered responsive, Proposals must meet the minimum submittal requirements set out in Sections II and III of this RFP.

Each Proposal that meets the minimum submittal requirements will be further evaluated and rated according to the 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 for uses currently allowed by-right or by special permit, and demonstrates substantial annual tax revenue for the Town of Franklin.

Advantageous - A proposal that demonstrates a viable reuse of the property for uses currently allowed by-right or by special permit, and demonstrates a reasonable annual tax revenue yield for the Town of Franklin.

Not Advantageous - A proposal that minimizes the reuse of the property, or a proposal for uses not currently allowed by-right or by special permit, or a proposal that does not demonstrate a reasonable annual tax revenue yield for the Town of Franklin.

REDEVELOPMENT PLAN

Highly Advantageous - A proposal that has a redevelopment plan that demonstrates a well-planned use of the property, and a development team that shows a strong commitment to the following:

- Commence the redevelopment project within thirty (30) days of conveyance of title.
- Demolition of the former Nu-Style manufacturing facility (Building II) and removal and off-site disposal of building materials and components within six (6) months of conveyance of the property.
- Complete environmental assessment and remedial response actions, including achieving compliance with the MCP (310 CMR 40.0000), MassDEP requirements, within eighteen (18) months of conveyance.
- Complete redevelopment of the property within three (3) years of conveyance.

Advantageous - A proposal that has a redevelopment plan that demonstrates a well-planned use of the property, and a development team that shows a strong commitment to the following:

- Commence the redevelopment project within ninety (90) days of conveyance of title.
- Demolition of the former Nu-Style manufacturing facility (Building II) and removal and off-site disposal of building materials and components within one (1) year of conveyance of the property.
- Complete environmental assessment and remedial response actions, including achieving compliance with the MCP (310 CMR 40.0000), MassDEP requirements, within two (2) years of conveyance.
- Complete redevelopment of the property within five (5) years of conveyance.

Not Advantageous - A proposal that does not demonstrate a well-planned use of the property, or a

development team that does not show a strong commitment to the following:

- Commence the redevelopment project within ninety (90) days of conveyance of title.
- Demolition of the former Nu-Style manufacturing facility (Building II) and removal and off-site disposal of building materials and components within one (1) year of conveyance of the property.
- Complete environmental assessment and remedial response actions, including achieving compliance with the MCP (310 CMR 40.0000), MassDEP requirements, within two (2) years of conveyance.
- Complete redevelopment of the property within five (5) years of conveyance.

ECONOMIC DEVELOPMENT ISSUES

Highly Advantageous - A proposal that will stimulate maximum economic development opportunities within the area, and will esthetically enhance the neighborhood.

Advantageous - A proposal that will stimulate further development opportunities, or will esthetically enhances the neighborhood.

Not Advantageous - A proposal that will not stimulate further development opportunities, or will not esthetically enhance the neighborhood.

EMPLOYMENT OPPORTUNITIES

Highly Advantageous - A proposal that maximizes new full time employment opportunities with advancement, livable wages, and benefits for residents of the Town of Franklin, and any other employment related functions such as training opportunities.

Advantageous - A proposal that will offer at least some new employment opportunities with livable wages and benefits.

Not Advantageous - A proposal that does not offer new employment opportunities.

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

EVIDENCE OF FINANCIAL ABILITY

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 written statement of the advantages and disadvantages of each Proposal and a recommendation as to the most advantageous proposal(s). The Committee reserves the right to 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 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.

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 A.
- The successful Proposer will be expected to execute a Land Disposition Agreement within thirty (30) days of the delivery of the Agreement. Failure to execute the Land Disposition Agreement within thirty (30) 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.
- The Purchaser/Developer 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 Purchaser/Developer 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.
- Developer expressly acknowledges that he is aware of historical presence of hazardous waste and/or contaminated soil or other material on property and understands that, if Town accepts Developer's proposal, Town will require Developer to agree to a provision in the Land Disposition/Development Agreement, substantially as follows:

Developer releases the Town of Franklin from any and all claims which he now has, or may in the future have, for damage or expense in any way arising from or related to the presence of hazardous waste and/or contaminated soil or other material and/or all costs to remove or remediate same and Developer expressly waives in advance any and all rights to sue which Developer now has or may, in the future, have against Town to recover for any loss, damage or expense of any type in any way arising from or related to the presence of hazardous waste and/or contaminated soil or other material and/or all costs to remove or remediate same. Developer agrees to defend, indemnify, and hold harmless Town from and against any and all loss, damage or expense, including court costs and attorney's fees which Town incurs as the result of action against Town by Developer, any representative, heir, transferee, assignee or subrogee of Developer in any way arising from or related to the presence of hazardous waste and/or contaminated soil or other material and/or all costs to remove or remediate same.
- Prospective Purchaser/Developers 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 Purchaser/Developer 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 Developer will have complete responsibility for all expenses related to the operations and maintenance of any future buildings including taxes, as required by law (real estate and personal property); 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 Developer 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 any building or other facilities constructed at the Property 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
_____ of said company, and that the above vote has not been amended or rescinded
(Officer)
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
FORMER NU-STYLE PROPERTY, 21 GROVE STREET**

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 thirty (30) days of delivery of such Agreement by the Town. Yes No
4. Proposed price to purchase the 21 Grove Street Site _____

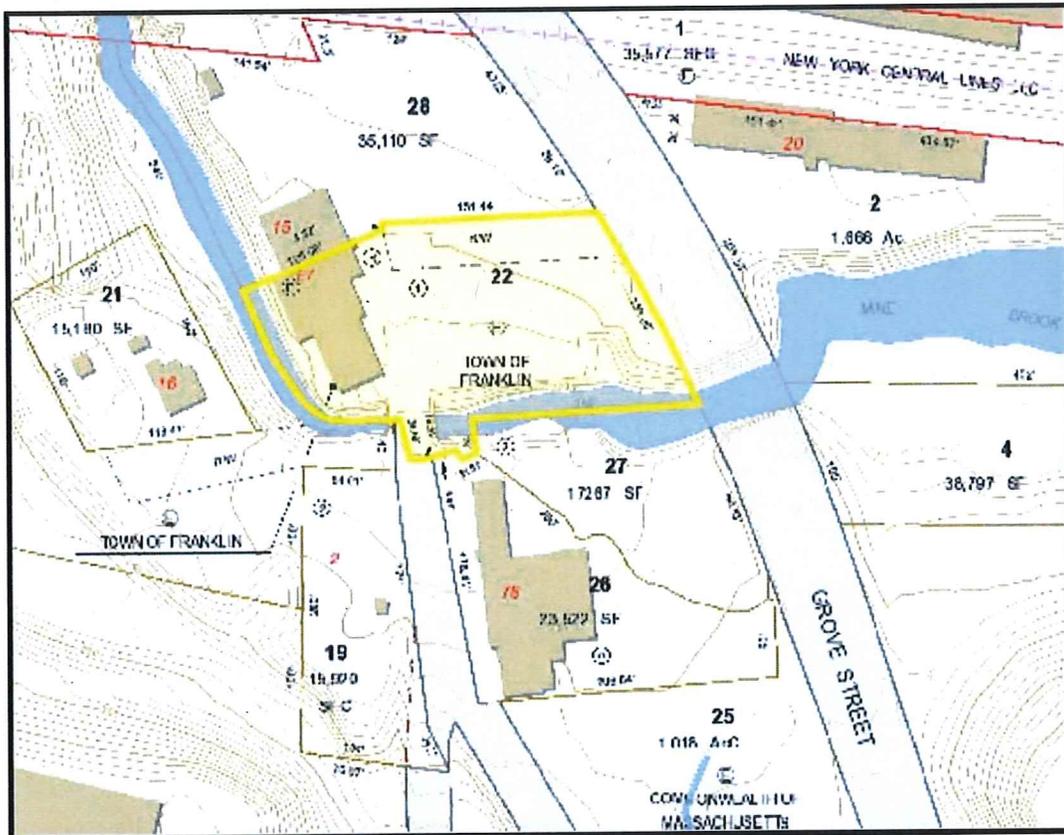
By: _____
Signature and Title

By: _____
Name of Business (if applicable)

XIV. ATTACHMENTS

- Attachment A: Location Map
- Attachment B: ANR Plan - 2015, Showing Lot 1 (Map 276, Parcel 22), 21 Grove Street
- Attachment C: Summary of Previous Assessment & Remediation Activities
- Attachment D: List of Environmental Documents
- Attachment E: Resources Available
- Attachment F: Draft Land Disposition Agreement

Location Map



Summary of Previous Assessment & Remediation Activities

Site History

In 2002 and 2005 the Town of Franklin obtained by foreclosure via tax title two parcels (Assessor's Map 276, Lots 022 and 027) at 87 Grove Street known as the former Nu-Style property. When acquired, the two parcels (totaling 53,190 sf [1.22+/- acres]) each contained a former industrial building. Both buildings were condemned in October 2005. The two buildings were once part of a larger mill complex that contained as many as six buildings.

The larger of the two buildings (Building I), which was a two-story building with a footprint of 12,046+/- sf, was demolished by the Town in 2012 as part of an EPA funded brownfields remediation project.

The remaining Town owned building (Building II) is adjacent to Mine Brook on the west side of the property. Originally built in 1945 the building has had at least two additions, one of which joined Building II to an adjacent former Nu-Style building, which is currently privately owned. The former manufacturing facility is a 4,000+ sf one and one-half story building, which is dilapidated, unsafe, blight on the neighborhood, and presents a risk to public health and safety. In 2014 substantial portions of the building collapsed; at that time the site was fenced to limit exposure and enhance safety.

The site had a long manufacturing history (at least 90 years), including textiles and costume jewelry. The buildings were historically occupied by Norfolk Woolen Mills, Unionville Woolen Mills, Franklin Paint Company, and most recently by Nu-Style Company and Image Jewelry. Materials used and stored at the site associated with jewelry manufacturing include cyanides, metals, chlorinated solvents, and petroleum products. Additional substances associated with textile manufacturing were also likely used. Use of oil and hazardous materials ceased at the property in 1989.

Starting in 2006 the Town worked to assess, remediate and redevelop the property. A substantial amount of assessment activities have been conducted to characterize the nature and extent of releases and hazardous building materials at the Town owned Nu-Style Property. The primary environmental concerns at the site are as follows:

- Chlorinated volatile organic compounds (VOC) including TCE and PCE in shallow overburden groundwater
- Chlorinated VOC in groundwater in the bedrock aquifer
- Polycyclic aromatic hydrocarbon (PAH) compounds in soil
- PAH compounds in sediment
- Hazardous building materials including lead and asbestos in the building structures.

The assessment activities mentioned above showed that the majority of the Town's Nu-Style property to the south of Mine Brook was "primarily used for parking and available documentation indicates that no industrial processes occurred on this portion of the Site". Franklin's LSP, Tata & Howard, completed a related assessment document, *Permanent Solution with Conditions - Partial*, in October 2015. The Town's LSP "is of the opinion that a condition of No Significant Risk has been achieved at the Property. "The sources of the release, which are the former manufacturing operations at other areas of the Site, have been terminated and the concentrations of CVOCs in the monitoring wells... have been reduced to background". In addition, an Activity and Use Limitation is not required to maintain the condition of No Significant Risk.

For these reasons the Town decided to separate the relatively clean portion of the property south of Mine Brook from the rest of the former manufacturing property. In December 2015 the Town submitted a plan to Franklin Planning Board for endorsement, which changed the boundaries of lots 022 and 027, created one parcel south of Mine Brook (17,267+/- sf) and a second parcel (35,923+/- sf) mostly north of Mine Brook (see ANR Plan in Attachment B). The parcel south of Mine Brook noted as Lot 2 on the ANR Plan (currently Parcel #276-027-000) was sold during 2016.

The remainder of the Town's former Nu-Style property (currently Parcel #276-022-000), noted in the ANR Plan as **Lot I**, is the subject of this RFP document; this property includes all of the former Lot 22, and more than half of the former Lot 27. The boundaries of Lot 1 have been highlighted in black on the ANR Plan; the location of Building II, which needs to be demolished, is highlighted in red.

Description of Previous Assessment Activities

During 2006 and 2008 the Town of Franklin in partnership with Norfolk County and their LSP contractor conducted Phase I and Phase II assessments of the site. The work was performed using EPA grant funding. The assessment activities between 2006 and 2008 included sediment samples, surface water samples, soil samples, and three groundwater monitoring events on the whole Town owned Nu-Style property.

The majority of contamination at the Nu-Style property was found to be primarily north of Mine Brook, adjacent to and within the footprint of Building I, and was the focus of the majority of previous assessment and remediation work, which included demolition of Building I and removal of over 500 tons of contaminated soil and other materials. For those reasons the focus of the Town's Phase II assessment activities since 2008 has been on former Lot 27.

However, at least some of the more recent sampling was performed on the former Lot 22, which is the western one third of the new Lot 1 and location of Building II; Phase I and Phase II environmental assessment activities performed that include portions of Lot 1 near Building II Include: Phase I Environmental Site Assessments developed in May 2006, January 2007, and May 2008, a Phase II Environmental Site Assessment developed in September 2007, with Addendums in February 2008 and July 2009, and a Phase II Site Assessment Report developed in September 2010. Chlorinated VOC are present in shallow soil to the east of Building II, and in overburden groundwater to the northeast, east, and south of the building. PAH compounds were detected in shallow sediment in one isolated area of Mine Brook to the west of the site. Attachment D is a list of related environmental documents.

A description of assessment activities related to mostly the portion of Lot I formally known as Lot 27 is below. Collectively the reports do not identify the full extent of groundwater hazardous chemical contamination.

Assessment work was performed in 2009 and 2010; funding was provided through a MassDevelopment Reimbursable Grant. The work consisted of groundwater gauging and monitoring activities in order to characterize the site in support of a Phase II Comprehensive Site Assessment (CSA). Environmental site assessments conducted between 2006 and 2010 indicated the presence of chlorinated volatile organic compounds, metals, and polycyclic aromatic hydrocarbon compounds in soil. The Phase II CSA standard requires that the full nature and extent of a disposal site be characterized. Additional Site Assessment activities were necessary in order to characterize deep groundwater at the site, but due to the dilapidated nature of the building, these activities could not be completed until the building was demolished.

In 2010, the Town was awarded a \$200,000 *EPA Brownfield Grant* for remediation of hazardous materials on the former Nu-Style Property, and the Town appropriated additional funds. In 2012, the Town awarded a contract for demolition of Building I and partial remediation of the site. During 2012 Building I was demolished and substantial soil remediation was accomplished.

Release Abatement Measure (RAM) Report, April 2013. In May 2012 the Town's LSP (Fuss & O'Neill, Inc.) developed a Release Abatement Measure (RAM) Plan for soil remediation activities at the site in accordance with the MCP (310 CMR 40.0440), and in April 2013 a related RAM Completion Report was produced, which documented the response actions completed at the site and the completion of activities under the RAM Plan. Below is a summary of activities and findings upon completion of the RAM activities:

- Approximately 523 tons of contaminated environmental media (soil and raceway materials) were removed from the site. Approximately 407 tons of soil containing metals and chlorinated VOC was removed from the site and disposed at ESMI of NY, and approximately 116 tons of

soil/sediment material containing metals and PAH was removed from the site and disposed at ESMI of NH.

- Confirmatory soil samples collected at the extents of the soil excavations generally contained significantly lower, but detectable, concentrations of chlorinated VOC.
- The concentrations of PCE and TCE at the northern end of the subject site adjacent to the sewer line remain in excess of the MassDEP Method 1 S-1 soil standards, but that soil was not removed due to the presence of on-site utilities.
- A permanent solution has not been achieved because of the following conditions:
 - The nature and extent of VOC in bedrock groundwater had not been characterized.
 - Groundwater which historically contained VOC at concentrations greater than the MassDEP Method 1 groundwater standards has not been documented to have attenuated to date.
 - VOC remain in soil at the northern end of the site at concentrations greater than the MassDEP Method 1 S-1 soil standards, which may warrant further evaluation.
 - A comprehensive risk characterization incorporating the post-remediation soil data set has not been completed to date to demonstrate whether this soil warrants further remediation activities.

EPA Targeted Brownfields Assessment. In 2013 the Town received technical assistance through the EPA Brownfields Targeted Assessment Program. In May 2013 an EPA contractor sampled soil on site, installed twelve monitoring wells (six shallow and deep monitoring well couplets), and sampled and analyzed shallow and bedrock groundwater. In August 2013 a second round of groundwater sampling was performed from the 12 new monitoring wells, as well as at several monitoring wells installed previously during other Phase II activities. The resulting Targeted Brownfields Assessment Report (Nobis, September 2013) summarizes the assessment results. The vertical nature and extent of contamination was not fully delineated, and additional well locations were recommended.

Soil and Vapor Intrusion Study Report. During the 2013 Brownfields Targeted Assessment, mentioned above, VOCs above the MCP GW-2 standard were detected, particularly TCE in the shallow groundwater monitoring well MW 101S and PCE in the deeper bedrock monitoring well MW 101D. To assure vapors were not infiltrating an adjacent building, the EPA performed a soil vapor intrusion study. Sub-slab sampling ports were installed on December 9, 2014. On December 15, 2014 sub-slab soil gas and 8-hour indoor air samples were collected. Results of the air sampling are included in the Soil Vapor Intrusion Study Report (ECA, January 2015).

Results of Passive Soil Gas Survey, March 2015. During the first three months of 2015 the Town's LSP conducted a passive soil gas analysis in order to evaluate whether additional sources of contamination are present, and to identify the ideal location for additional ground water monitoring wells. A total of 42 passive soil gas samplers were installed across the site and abutting properties. The results of the passive soil gas survey were summarized in a detailed letter (Tata & Howard, March 2015).

Additional Required Phase II ESA Activities

Even with the substantial Phase II assessment activities performed to date, the nature and extent of releases at the site have not been fully delineated. The number and location of sampling points (soil borings, and monitoring wells) have not been sufficient to characterize the site. The data is both representative and usable to characterize the majority of the disposal site, however, there are at least two important exceptions:

- The area of the site within the footprint of Building II has not been characterized.
- The portion of Lot I formally known as Lot 27 near the Old Grove Street bridge, and on adjacent privately owned property just south south-west of the site has not been fully characterized.

To fully assess the property's soil and groundwater contamination, Building II needs to be removed. In 2015 The Town distributed an Invitation for Bids for demolition of Building II resulting in several bids from demolition contractors. The Town did not go through with the demolition project for the following reasons:

- The cost of demolition of Building II and off-site disposal of asbestos containing materials was somewhat higher than expected.
- Problems with the structural integrity of the privately owned building that is connected to Building II were identified. The adjacent/attached building is owned by World Marble & Granite of 20 Grove Street, Franklin, MA.

Instead of going forward with the demolition of Building II the Town hired a structural engineer to assess the adjacent building's structural problems and provide a scope of work and related estimate of needed improvements. The Town received permission to access the adjacent property from the President of World Marble & Granite, Mr. John Neto. The results of the initial structural assessment showed that the Town's building (Building II) cannot be demolished without first designing and implementing structural improvements to World Marble & Granite's adjacent/attached building.

Reassessment of Project Approach

Since identifying problems with the structural integrity of the adjacent/connected privately owned building the Town has reassessed its project approach and potential alternatives. Given the higher than expected cost of building demolition the Town has decided to distribute this RFP in hopes to obtain a private developer who will make structural improvements to the adjacent privately owned building as needed, demolish Building II and remediate hazardous building materials, complete assessment and remedial response actions including achieving compliance with the MCP (310 CMR 40.0000), MassDEP requirements, and redevelop the site.

Potential Federal Tax Credits

A privately owned organization or individual may be able to access significant Federal tax credits to remediate the property, which the Town is not able to access. Therefore total cost of remediation of the former manufacturing site by a privately owned company or individual may be much less than if the Town of Franklin were to perform the work.

A Note on Demolition of Building II

Demolition specifications, a demolition and segregation plan, wetland/waterway protection plans, and an invitation for bids for a demolition contractor were all prepared during 2015. These documents can be made available to the Developer and can serve as draft specifications for the demolition portion of required work.

Building materials within Building II that were suspect of containing hazardous materials have been quantified and characterized. Asbestos was confirmed to be present, and evidence indicates that lead and PCB-containing materials are presumed to be present in the dilapidated building. Building material data compiled by EnviroScience in the March 2009 *Hazardous Building Materials Inspection* is generally sufficient to solicit bids for building demolition, and the bid documents can specifically solicit qualifications relative to controlled demolition and segregation of building materials proximal to wetland areas, hazardous materials abatement, and other project-specific requirements, in order to ensure that the selected contractor is capable of implementing a project of this magnitude. Interior abatement work is not considered feasible due to the structural condition of the building. To implement this approach it will be necessary for the Developer to apply for and receive a waiver from MassDEP to allow demolition prior to abatement.

Environmental Reporting for Nu-Style Property**87 Grove Street, Franklin, MA**Unless otherwise noted, all reports developed by
Fuss & O'Neill, Inc., Providence, RI

Permanent Solution with Conditions - Partial
for 87 Grove Street, Franklin, MA
RTN 2-16694
Tata & Howard
September 2015

Results of Passive Soil Gas Survey
87 Grove Street, Franklin, MA
Tata & Howard
T&H No. 3969
March 2015

Soil Vapor Intrusion Study Report
Former Nu-Style Facility
87 Grove St. Franklin, MA
Environmental Corp of America
December 2014

Targeted Brownfields Assessment
Nu Style, Franklin MA
EPA Task Order No. 0078-SI-BZ-0100
Nobis Engineering, Inc.
September 2013

Release Abatement Measure
Completion Report
Former Nu-Style Property
87 Grove St. Franklin, MA
RTN 2-16694
April 2013

Release Abatement Measure
Former Nu-Style Property
87 Grove St. Franklin, MA
May 2013

Segregation and Demolition Plan for
Asbestos, Lead and Hazardous Building
Materials – Former Nu-Style Facility
Town of Franklin, Massachusetts
October 2011

Site-Specific QAPP Modification
Supplemental Building Materials Sampling
Former Nu-Style Facility, 87 Grove Street
Franklin, Massachusetts
USEPA QA RFA Tracking # 08312
June 2011

Site-Specific Quality Assurance Project Plan
Addendum – Revision 1.0
Building Materials Investigation
Former Nu-Style Facility
Franklin, MA
QA Tracking #: 08132
May 2011

Analysis of Brownfields Cleanup Alternatives
Former Nu-Style Property, Lot 27
87 Grove Street
Franklin, Massachusetts
Mass DEP RTN 2-16694
May 2011

Site-Specific Quality Assurance Project Plan
Addendum - Revision 0.0
Building Materials Assessment
Former Nu-Style Facility
Franklin, Massachusetts
USEPA QA Tracking #: 08312
April 2011

Community Relations Plan
Former Nu-Style Property, Lot 27
87 Grove Street
Franklin, Massachusetts
March 2011

Phase II Site Assessment Report
Former Nu-Style Property
RTN 2-16694
87 Grove Street (Lot 22 & 27)
Franklin, MA
September 2010

Limited Site Assessment Report
Former Nu-Style Property
RTN 2-0016694
87 Grove Street (Lot 22 & 27)
Franklin, MA
July 2009

Hazardous Building Materials Inspection
Former Nu-Style Building
87 Grove Street
Town of Franklin
Franklin, Massachusetts
March 2009

Phase I- Initial Site Investigation Report
Former Nu-Style Property
87 Grove Street (Lot 22 & 27)
Franklin, MA
RTN 2-16694
May 2008

Phase II Environmental Site Assessment
Addendum
Former Nu-Style Property
RTN 2-0016694
87 Grove Street (Lot 22 & 27)
Franklin, MA
February 2008

Phase II Site Assessment Report
Former Nu-Style Property
RTN 2-0016694
87 Grove Street (Lot 22 & 27)
Franklin, MA
February 2008

Phase II Environmental Site Assessment Report
Former Nu-Style Company, Inc. Facility
87 Grove Street (Lot 22 & 27)
Franklin, MA
September 2007

Quality Assurance Project Plan Addendum
Revision 3.0
Former Nu-Style Company, Inc. Facility
RFA #07011
87 Grove Street (Lot 22 & 27)
Franklin, MA
September 2007

UST Closure Assessment Report
Former Nu-Style Company, Inc.
Franklin, MA
July 2007

Chapter 21E Site Evaluation of 87 Grove Street
for National Bank of Milford, Massachusetts
IES, Inc. Environmental Consultants
IES Job No, 789-374
January 1990

IES, Inc. Environmental Consultants collected soil samples from four additional borings (B1A through B-4A) to assess whether releases associated with underground storage tanks had occurred. Only a portion of this document is available and is located at the Franklin Fire Department. (July 1991).

Note: The majority of environmental assessment documents listed above are available for review at the Town of Franklin's Planning and Community Development Office during regular office hours.

Quality Assurance Project Plan Addendum
Revision 2.0
Former Nu-Style Company, Inc. Facility
RFA #07011
87 Grove Street (Lot 22 & 27)
Franklin, MA
March 2007

Phase I Environmental Site Assessment
Former Nu-Style Company, Inc.
87 Grove Street (Lot 22 & 27)
Franklin, MA
February 2007

Phase II Environmental Site Assessment Report
Former Nu-Style Company, Inc.
87 Grove Street (Lot 22 & 27)
Franklin, MA
January 2007

Quality Assurance Project Plan
Revision 1.0
Phase II Site Assessment
Former Nu-Style Company, Inc. Facility
RFA #07011
87 Grove Street (Lot 22 & 27)
Franklin, MA
October 2006

Quality Assurance Project Plan
Revision 0.0
Phase II Site Assessment
Former Nu-Style Company, Inc. Facility
87 Grove Street (Lot 22 & 27)
Franklin, MA
September 2006

Phase I Environmental Site Assessment
Former Nu-Style Company, Inc. Facility
87 Grove Street (Lot 22 & 27)
Franklin, MA
May 2006

Resources Available

Resources Available on Town Website

The following reference documents are available on the Town of Franklin Department of Planning and Community Development's web page:

<http://www.franklinma.gov/planning-community-development/pages/21-grove-street-rfp>

Request for Proposals: Disposal of Real Property, Former Nu-Style Property

Request for Proposals

Attachments

A: Location Map

B: ANR Plan - 2015, Showing Lot 1 (Map 276, Parcel 22), 21 Grove Street

C: Summary of Previous Assessment & Remediation Activities

D: List of Environmental Documents

E: Resources Available

F: Draft Land Disposition Agreement

General Property Information

Unofficial Property Record Card - 08252017

CAI Property Card - 08252017

Aerial Photo - c 1970

Nu-Style Building Aerial Image - 2003

Nu-Style Parcel 276-022 - Aerial Diagram 2013-2014

ANR Plan - Final - 02162016

Building II Floor Plan and Access

Millrace Location - 21 Grove Street

Location of Barrels Removed in 2015

Environmental Assessment Activities

PSC-P Report - Southern Portion - 2015

Nu Style - Targeted Brownfields Assessment, 2013

Fuss & O'Neill Status Memo, Sept. 2010

Phase-II-ESA - Sept. 2010

Phase I Assessment - May 2008

Building II Demolition - Potential Resources

Draft ABCA - Nu-Style - 2017 - 12012016

Location of Common Wall-March 2015

Nu-Style Building Structural Issues - 2015

Draft Seg. and Demo. Plan - January 2014

FLI Final Asbestos Report - August 2014

Franklin Historical Comm. 06132011 Letter

Conservation Commission Related

Notice of Intent - February 2015
Erosion control plan
Order of Conditions - March 2015 - NuStyle II

Building I Demolition and Remediation - 2012

ABCA - Nu-Style Building I - 05182011
RAM Completion Report - April 2013

25 Grove Street - Potential Impacts

Nu-Style 25 Grove St VI Report - Dec2014

Building II Photos

Town of Franklin Information

Town of Franklin Zoning Bylaw, January 1, 2016
Design Review Guidelines, 2005
Best Development Practices Guidebook, 2016
2013 Master Plan, Implementation Element (Goals, Objectives and Actions)
I-495/MetroWest Partnership Strength in Numbers, 2017
Town of Franklin Strength in Numbers Report, I-495/MetroWest Partnership 2017
Franklin Commuting Data, I-495/MetroWest Partnership 2017
Franklin's Economic Opportunity Areas
Town of Franklin Marketing Materials

Additional Resources Available

The majority of environmental assessment documents listed in Attachment D are available for review at the Town of Franklin's Planning and Community Development Office during regular office hours.

Department of Planning and Community Development

355 East Central Street, Franklin, MA 02038-1352
508-520-4907; btaberner@franklinma.gov

Office Hours

Mon, Tues & Thurs: 8:00 am to 4:00 pm
Wed: 8:00 am to 6:00 pm
Fri: 8:00 am to 1:00 pm

Mark G. Cerel, Franklin Town Attorney

LAND DISPOSITION AGREEMENT (Draft)

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) 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.
- (c) 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.
- (d) Any liens for municipal betterments assessed after the delivery date.
- (e) 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.
- (f) 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.
- (g) Deed restrictions to ensure that all property shall be owned or treated as owned by a for profit entity and not as tax-exempt or reduced tax property; and if such property becomes

owned by a non-profit or would regardless of ownership be entitled to reduced assessment or reduced tax obligations or treatment, that the property shall nonetheless be taxed and/or pay taxes or in lieu of tax payments, based on what the taxes would be if the owner/operator was a for profit entity or activity.

- (h) Such deed restrictions as necessary to ensure access and use to and of the subject property as provided for herein, including for parking purposes on the subject property.

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 shall, 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 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 submitting any and all 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:

1. ANR Plan (Franklin Planning Board Endorsement)
2. Comprehensive Permit (Franklin ZBA)
3. Possible Sewer Extension Permit (Mass. Dept. of Environmental Protection)
4. Request for Determination (Franklin Conservation Commission)
5. Notice of Intent and Local Wetland Filing (If no. 4 is positive) (Franklin Conservation Commission)
6. Building Permit (Franklin Building Department)
7. Public Way Access Permit (Franklin Department of Public Works)

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 28.
- 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 attorneys 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 _____, 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 deed restrictions and/or an agreement to ensure that all property shall be owned or treated as owned by a for profit entity and not as tax-exempt or reduced tax property; and if such property becomes owned by a non-profit or would

regardless of ownership be entitled to reduced assessment or reduced tax obligations or treatment, that the property owner shall nonetheless be taxed and/or pay taxes or in lieu of tax payments based on what the taxes would be if the owner/operator was a for profit entity or activity, and

- (e) BUYER agrees to execute such deed restrictions as necessary to ensure access to and use of the subject property as provided for herein, including for parking purposes on the subject property.
- (f) BUYER agrees to execute an easement for the creation of a maintenance and emergency access lane between the subject property and the adjoining property of the Town of Franklin.
- (g) 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.
- (h) Conveyance is subject to such easements as shown on the final subdivision plan approved by the Planning Board for water, sewer, utilities and access. The TOWN shall make said conveyance subject to reserving said easements or the BUYER shall grant said easements to the TOWN.

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 presentation 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



SPONSOR: Administration

TOWN OF FRANKLIN

ZONING BY-LAW AMENDMENT 17-795R

**ZONING MAP CHANGES FROM BUSINESS AND COMMERCIAL II
TO SINGLE FAMILY RESIDENTIAL IV AND COMMERCIAL I,
IN AN AREA ON OR NEAR UNION, COTTAGE AND SAXON STREETS**

**CHANGES TO THE CODE OF THE TOWN OF FRANKLIN AT
CHAPTER 185 SECTION 5, ZONING MAP**

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:

The Code of the Town of Franklin is hereby amended by making the following amendments to §185-5, Zoning Map:

The Zoning Map of the Town of Franklin be amended by changing from Industrial and Business to Business an area containing 5.369± acres, comprised of Parcel 287-074-000 as shown on the Town of Franklin's Assessor's Maps;

And, the Zoning Map of the Town of Franklin be amended by changing from Industrial and Business to Industrial an area containing 2.907± acres, comprised of Parcel 287-067-000 as shown on the Town of Franklin's Assessor's Maps;

And the Zoning Map of the Town of Franklin be amended by changing from Single Family Residential IV and Commercial II to Single Family Residential IV an area containing 2.3± acres, comprising the following parcels of land as shown on the Town of Franklin's Assessor's Maps:

296-167-006
296-174-000
296-179-000

And the Zoning Map of the Town of Franklin be amended by changing from Commercial II to Single Family Residential IV an area containing 1.92± acres, comprising the following parcels of land as shown on the Town of Franklin's Assessor's Maps:

296-180-000
296-181-000
296-168-000
296-168-001
296-169-000
296-170-000
296-171-000

And, the Zoning Map of the Town of Franklin be amended by changing from Business and Commercial II to Commercial I an area containing 0.49± acres, comprised of Parcel 287-071-000 as shown on the Town of Franklin's Assessor's Maps;

And, the Zoning Map of the Town of Franklin be amended by changing from Business to Commercial I an area containing 0.63± acres, comprised of Parcel 287-072-000 as shown on the Town of Franklin's Assessor's Maps;

And the Zoning Map of the Town of Franklin be amended by changing from Commercial II to Commercial I an area containing 3.18± acres, comprising the following parcels of land as shown on the Town of Franklin's Assessor's Maps

296-172-000

287-068-000

287-069-000

296-173-000

296-182-000

296-183-000

296-184-000

296-185-000

296-206-000

And the Zoning Map of the Town of Franklin be amended by changing from Commercial II and Commercial I to Commercial I an area containing 0.75± acres, comprising the following parcels of land as shown on the Town of Franklin's Assessor's Maps:

296-207-000

287-065-000

And the Zoning Map of the Town of Franklin be amended by changing from Single Family Residential IV and Commercial I to Commercial I an area containing 1.66± acres, comprising the following parcels of land as shown on the Town of Franklin's Assessor's Maps:

287-054-000

287-055-000

287-059-000

And the Zoning Map of the Town of Franklin be amended by changing from Single Family Residential IV to Commercial I an area containing 0.735 +/- acres, comprising the following parcel of land as shown on the Town of Franklin's Assessor's Maps:

287-053-000.

The area to be rezoned is shown on the attached zoning map.

The foregoing Zoning By-law amendment shall take effect in accordance with the Franklin Home Rule Charter and Massachusetts General Law Chapter 40A, Section 5.

DATED: _____, 2017

VOTED:
UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

ABSTAIN _____

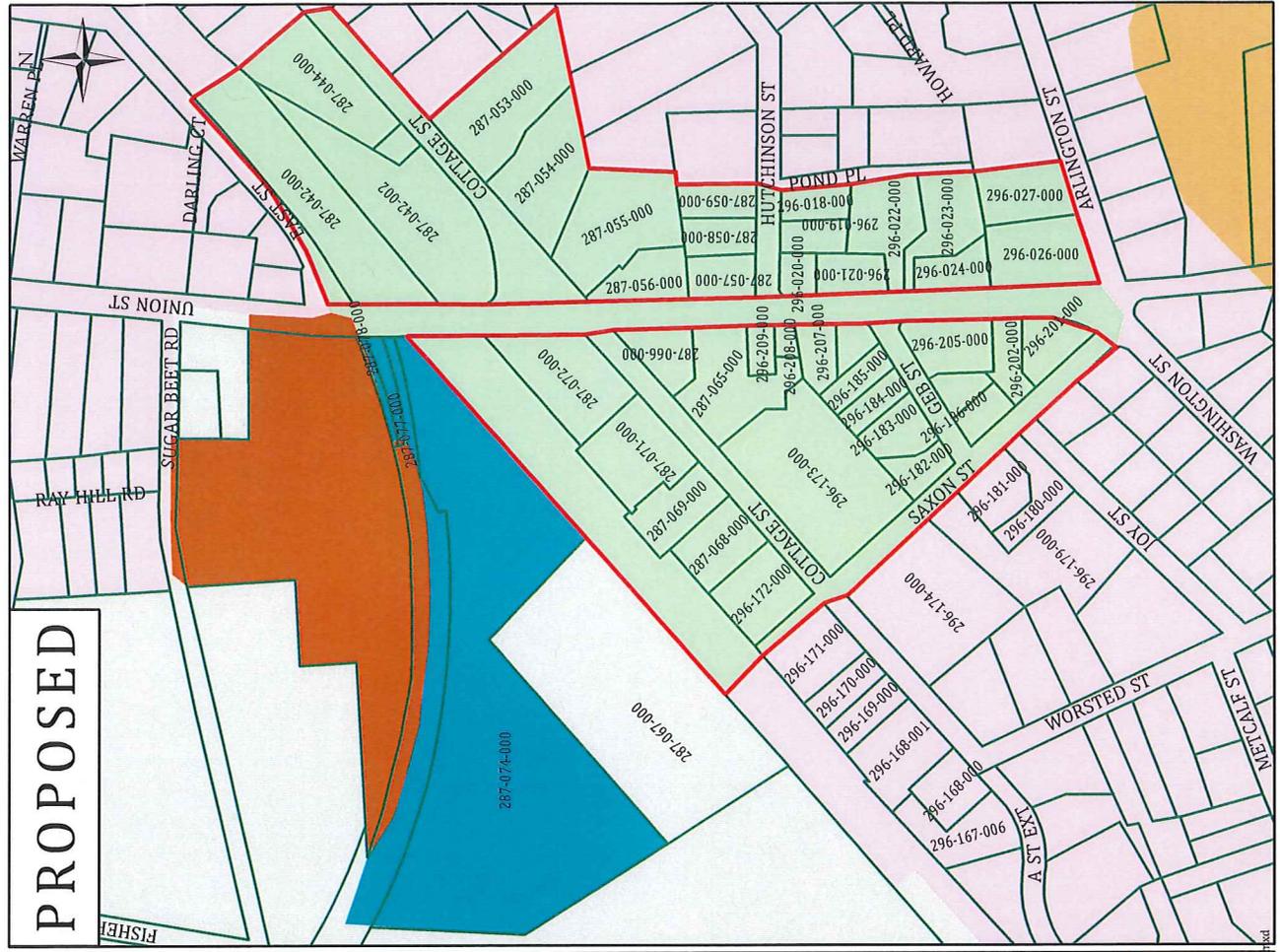
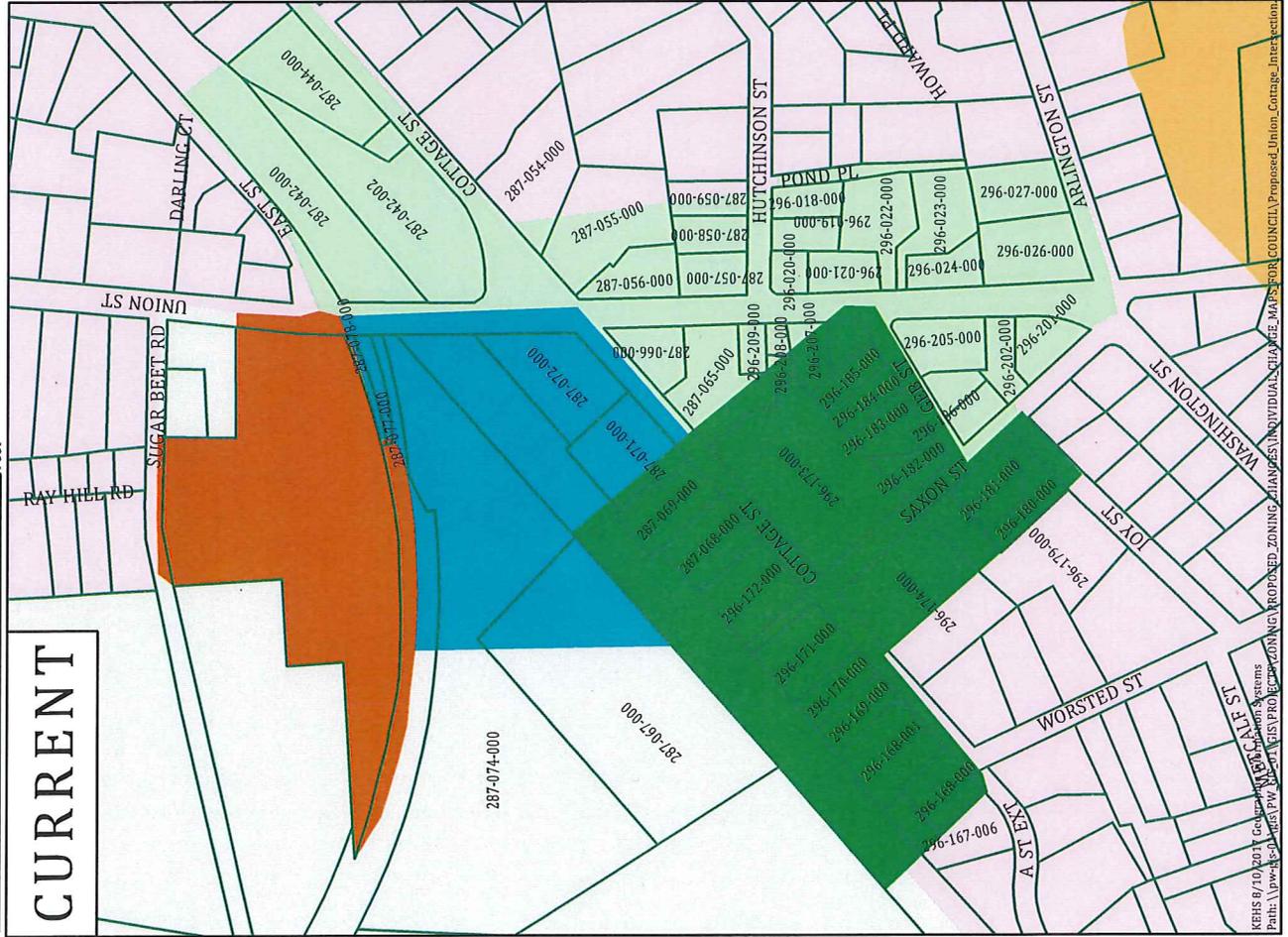
Teresa M. Burr
Town Clerk

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council

Proposed Zoning Map Changes Business & Commercial II to Single Family Residential IV & Commercial I

-  Parcel Line
-  Business
-  Commercial I
-  Commercial II
-  Industrial
-  Residential VI
-  Zoning To Be Determined
-  Single-Family III
-  Single-Family IV



KEHS 6/10/2017 Geomatics Information Systems
 Path: \\pwr\c\GIS\PROJECTS\ZONING\PROPOSED_ZONING_CHANGES\INDIVIDUAL\PAGE_MAPS\FOR_COUNCIL\Proposed_Union_Corridor_Intersections.pdf

OFFICE OF THE TOWN ADMINISTRATOR



MEMORANDUM

DATE: August 3, 2017
TO: Town Council
FROM: Jeffrey D. Nutting, Town Administrator
RE: Zoning Map Change

We are requesting a change in zoning lines in the Cottage Street/Union Street Neighborhood. The Economic Development Committee has recommended the proposed change as presented by the staff.

Currently there are several issues in the area including:

1. Properties that have two zoning districts through one lot
2. Commercially zoned land in residential area
3. Zoning requirements that cannot be met by any land owner in the C2 zone

We has also received a request from one property owner on Cottage Street to extent the proposed C-1 district one more lot (to the right of one lot 287-054-000) on Cottage Street heading towards Wachusett Street. See attached letter.

I am happy to answer any questions you may have.



FRANKLIN PLANNING & COMMUNITY DEVELOPMENT

355 EAST CENTRAL STREET, ROOM 120
FRANKLIN, MA 02038-1352
TELEPHONE: 508-520-4907
FAX: 508-520-4906

November 15, 2011

Mark S. Staniscia Trust
Olive Realty Trust
178 Cottage Street
Franklin, MA 02038

RE: Proposed Zoning Changes

Dear Property Owner:

The Town of Franklin's Department of Planning and Community Development (DPCD) is working to amend the Town's existing Zoning Map in the area around Union and Cottage Streets. You are receiving this letter because your property is currently zoned Commercial I and Single Family IV, and DPCD proposes to re-zone it to the Single Family IV zoning district.

Attached are two maps, one showing the existing zoning in the area of your property, and one showing the proposed Zoning Map changes. Franklin Town Council will schedule a public hearing in the near future to discuss the proposed Zoning Map changes.

We would like to give you the opportunity to ask questions or provide comments on this potential zoning change. Please contact me at 508-520-4907 or btaberner@franklin.ma.us if you have questions or concerns.

Sincerely,

Bryan W. Taberner, AICP, Director

Cc: Beth Dahlstrom, Franklin Town Planner

RECEIVED

JAN 29 2014

PLANNING

Mark S. Staniscia
178 Cottage Street
Franklin, Ma. 02038
508-962-6943

January 29th, 2014

Franklin Planning & Community Development
355 East Central St., Room 120

RE: Proposed Zoning Changes

Dear Planner,

On November 15, 2011 I received a letter, which is included, about zoning changes. At that time, I called and spoke to Bryan W. Taberner. We spoke about the proposed changes stated in the letter. I would prefer to see 178 and 176 Cottage Street zoned Commercial. The two properties are surrounded by Commercial and would not change the character of the area.

I understand that these changes will be discussed at a workshop meeting on Wednesday, January 29, 2014

Please accept this letter as a formal request for a change to Commercial rather than Residential. for 178 and 176 Cottage Street.

Sincerely,
Mark S. Staniscia, Trustee

Mark S. Staniscia

FEB 06 2014

TOWN ADMINISTRATOR
TOWN OF FRANKLIN

Mark S. Staniscia
178 Cottage Street
Franklin, MA. 02038

February 3, 2014

To:

Town Administrator
Town Council Members
Planning Board Members
Franklin Planning & Community Development

RECEIVED

FEB 5 2014

PLANNING

RE: Proposed Zoning Changes

Please accept this letter as a followup request to rezone
178 & 176 Cottage Street to Commercial 1 Zoning.

I attended the zoning workshop on January 29, 2014. At that meeting there was a lot of discussion on Commercial versus Residential Zoning. It was my observation that the Administrator and Town Council preferred Commercial over Residential Zoning.

I am including copies of the letter I received on November 15, 2011, my request dated January 29, 2014 and a map showing the existing Commercial properties along Cottage Street in relation to 178 & 176 Cottage Street. Also, please note that Franklin TV on Hutchinson Street abuts the rear of 176 Cottage Street so the change to Commercial would not negatively affect the area. The properties can also meet all the new Commercial 1 parking changes that are going to take place.

I am asking for the support of this request from the Administrator, Town Council Members, Planning Board Members, and Franklin Planning & Community Development Committee.

Thank You.

Sincerely,
Mark S. Staniscia

Mark S. Staniscia, Trustee

Proposed Zoning Changes - 09/27/2011

RREN PL

WES



HILL RD

SUGAR BEET RD

DARLING CT

EAST ST

Existing
C1 zone

COTTAGE ST

176

178

Existing
C1
zone

Franklin
TV

WACHUSETT S.

HUTCHINSON ST

POND PL

HOWARD PL

HOWARD S.

SAXON ST

GEB ST

JOY ST

WORSTED ST

METCALF ST

A ST

LANDRY

WASHINGTON ST

UNION ST

Legend

ZONING

-  Business
-  Commercial I
-  Commercial II
-  Downtown Commercial District
-  General Residential V
-  Industrial
-  Office
-  Residential VI
-  Rural Residential I
-  Rural Residential II
-  Single Family III
-  Single Family IV



SPONSOR: Zoning Enforcement Officer

TOWN OF FRANKLIN

ZONING BY-LAW AMENDMENT 17-797

SETBACKS FOR ACCESSORY BUILDINGS AND STRUCTURES

A ZONING BY-LAW TO AMEND THE FRANKLIN TOWN CODE AT CHAPTER 185, SECTION 19. ACCESSORY BUILDINGS AND STRUCTURES

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:

Chapter 185 of the Code of the Town of Franklin is hereby amended at section of §185-19. Accessory buildings and structures by adding and deleting the following text:

No accessory building or structure shall be located within a required front yard. No accessory building or structure shall be located in any side yard area nearer to the side lot line than 10 feet ~~in any zoning district, General Residential V, Single Family Residential IV or Commercial I Districts or nearer than 15 feet in other districts.~~ No accessory building or structure shall be located in a rear yard nearer to the rear lot line than 10 feet or nearer to another principal or accessory building or structure than 10 feet.

The foregoing Zoning By-law amendment shall take effect in accordance with the Franklin Home Rule Charter and Massachusetts General Law Chapter 40A, Section 5.

DATED: _____, 2017

VOTED:
UNANIMOUS _____

A True Record Attest:

YES _____ NO _____

ABSTAIN _____

Teresa M. Burr
Town Clerk

ABSENT _____

Judith Pond Pfeffer, Clerk
Town Council



FRANKLIN PLANNING & COMMUNITY DEVELOPMENT

355 EAST CENTRAL STREET, ROOM 120
FRANKLIN, MA 02038-1352
TELEPHONE: 508-520-4907
FAX: 508-520-4906

MEMORANDUM

DATE: AUGUST 23, 2017
TO: JEFFREY D. NUTTING, TOWN ADMINISTRATOR
FROM: DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
RE: PROPOSED ZONING BYLAW AMENDMENT 17-797: SETBACKS
FOR ACCESSORY BUILDINGS AND STRUCTURES
CC: FRANKLIN PLANNING BOARD; JAMIE HELLEN, DEPUTY TOWN ADMINISTRATOR;
GUS BROWN, ZONING ENFORCEMENT OFFICER; MARK CEREL, TOWN ATTORNEY;
AMY LOVE, FRANKLIN TOWN PLANNER

Zoning Enforcement Officer Gus Brown has identified inconsistencies in the Town's Zoning Bylaw that leads to confusion regarding the size side setback required for accessory buildings and structures. §185-3 states "No accessory buildings or structures of any size shall be closer than 10 feet to any principal building or side ... lot line". §185-19 states that side yard setbacks for accessory buildings and structures must be at least 10 feet in GRV, SFRIV and CI zoning districts, and at least 15 feet in other districts. The exact wording from both sections is attached.

Mr. Brown recommends changing the minimum required distance between accessory buildings/structures and the side lot line to 10 (ten) feet in all zoning districts. This change can be easily made by deleting wording in §185-19 that refers to differences in various zoning districts.

Zoning Bylaw Amendment 17-797 has been prepared for Town Council review and consideration. DPCD recommends referring the proposed amendment to the Planning Board for a Public Hearing.

Wording Taken Directly From Chapter 185 of Franklin Town Code

§185-3. Definitions.

In this chapter, the following terms, unless a contrary meaning is required by the context or is specifically prescribed, shall have the following meanings:

ACCESSORY BUILDING OR USE

A use or separate structure on the same lot with and of a nature customarily incidental and subordinate to the principal use or structure.

No accessory buildings or structures of any size shall be closer than 10 feet to any principal building or side or rear lot line. No accessory building or structures shall be less than a distance equal to the common building height to common grade to any rear or side lot line. No accessory building or structures shall be located within a front yard setback. Lots having frontage on any street will maintain the front yard setback from all street frontage. This bylaw will also include all open space developments.

Swimming pools. The setbacks shall meet those of the accessory structure including pool equipment, i.e., pumps, heaters, etc., in the section noted above. In the case of a corner lot, the pool and the equipment must meet the front yard setback for that zone. Swimming pools are accessory structures whether in-ground, above-the-ground or on-the-ground. To get an accurate measurement, above-the-ground pools should be measured from the outside of the pool including any decking; in-ground pools should be measured from the outside edge of the pool or coping including equipment for both.

§185-19. Accessory buildings and structures.

No accessory building or structure shall be located within a required front yard. No accessory building or structure shall be located in any side yard area nearer to the side lot line than 10 feet in General Residential V, Single-Family Residential IV or Commercial I Districts or nearer than 15 feet in other districts. No accessory building or structure shall be located in a rear yard nearer to the rear lot line than 10 feet or nearer to another principal or accessory building or structure than 10 feet.