

FRANKLIN TOWN COUNCIL

Agenda & Meeting Packet

December 18, 2019

Municipal Building
Council Chambers
355 East Central Street
2nd Floor
7:00 PM

1. ANNOUNCEMENTS

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

2. CITIZEN COMMENTS

- a. *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.*

3. APPROVAL OF MINUTES

- a. October 2, 2019
- b. November 13, 2019

4. PROCLAMATIONS/RECOGNITIONS - None Scheduled

5. APPOINTMENTS

- a. Historical Commission, Associate Member: Alan Earls

6. HEARINGS - None Scheduled

7. LICENSE TRANSACTIONS - 7:10 PM

- a. La Cantina Winery Company, Farmer Winery, Farmers Market
- b. The Chateau Restaurant of Franklin, Change of Hours, 466 King Street.
- c. Acapulcos Mexican Restaurant, License Modification, Change of Location, 371 Union Street
- d. GlenPharmer Distillery, LLC, New Farmer Series Pouring Permit for a Farmer-Distillery, 860 West Central Street
- e. 2020 Annual Alcoholic Beverages License Renewals

8. PRESENTATIONS/DISCUSSIONS

- a. Plastic Bag Waste Reduction
- b. Town Administrator Annual Evaluation

9. SUBCOMMITTEE REPORTS

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

10. LEGISLATION FOR ACTION

- a. Resolution 19-89: Gift Acceptance - Franklin Veteran's Services Department, \$1,480 (**Motion to Approve Resolution 19-89 - Majority Vote (5)**)

11. TOWN ADMINISTRATOR'S REPORT

12. FUTURE AGENDA ITEMS

13. COUNCIL COMMENTS

14. EXECUTIVE SESSION - *Purpose #6: to consider the purchase, exchange, lease or value of real property (majority roll call vote)*

15. ADJOURN

Note:

Two-Thirds Vote: requires 6 votes

Majority Vote: requires majority of members present and voting

**FRANKLIN TOWN COUNCIL
MINUTES OF MEETING
October 2, 2019**

A meeting of the Town Council was held on Wednesday, October 2, 2019, at the Franklin Municipal Building, Council Chambers, 355 East Central Street, Franklin, Massachusetts. Councilors present: Patrick Casey, Robert Dellorco, Eamon McCarthy Earls, Melanie Hamblen, Glenn Jones, Matthew Kelly, Thomas Mercer, Peter Padula, Deborah Pellegri. Councilors absent: None. Administrative personnel in attendance: Jamie Hellen, Town Administrator; Mark Cerel, Town Attorney; Chrissy Whelton, Assistant to the Town Administrator.

CALL TO ORDER: ► Chairman Mercer called the meeting to order at 7:00 PM with a moment of silence and the Pledge of Allegiance.

ANNOUNCEMENTS: ► Chairman Mercer announced the meeting is being recorded by *Franklin TV* and available for viewing on Comcast Channel 11 and Verizon Channel 29. This meeting may also be recorded by others.

CITIZEN COMMENTS: ► Mr. Dale Kurtz, Veterans' Services Officer gave a brief overview about the Veterans Day program and the walkway brick installation.

► Ms. Teresa Burr, Town Clerk, discussed election and voter registration information for the election to be held on Tuesday, November 5, 2019. She stated information about the election and voting procedures will be available for residents at the Harvest Festival on October 5, 2019. She will let the public know when absentee ballots are available. Information is available on the town's website.

APPROVAL OF MINUTES: None.

PROCLAMATIONS/RECOGNITIONS: ► *VFW Check Presentation.* Mr. Ernest Carruthers, Quartermaster of Franklin Post 3402 VFW, and a member of Franklin Post 3402 VFW presented a check for \$10,000 from proceeds selling bricks for the Veterans Memorial Walkway. Mr. Dale Kurtz, Veterans' Services Officer, accepted the check on behalf of the Veterans' Fund and thanked all the citizens who purchased bricks. He stated it is a growing memorial and noted that 158 bricks will be added between now and Veterans Day. Bricks continue to be sold through his office at the Town Hall. He thanked the VFW and their entire team for all they do. ► Chairman Mercer thanked the VFW for their hard work. He stated the Veterans Memorial Walkway is wonderful.

APPOINTMENTS: ► *Town Clerk, Election Worker Appointments: Dawn Sprague & Gail Potter.* ► Mr. Jones read the appointments. ► **MOTION to Ratify** the appointments by the Town Administrator of Dawn Sprague & Gail Potterto as requested by the Town Clerk to serve as election workers with a term to expire June 30, 2020 by **Kelly. SECOND** by **Dellorco. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.** ► *Franklin Cultural Council: Jon C. Mitchell.* ► Mr. Jones read the appointment. ► **MOTION to Ratify** the appointment by the Town Administrator of Jon C. Mitchell to serve as a member of the Franklin Cultural Council with a term to expire June 30, 2022 by **Kelly. SECOND** by **Padula. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.** ► Chairman Mercer thanked those who were appointed for giving their time to the town.

HEARINGS: None.

LICENSE TRANSACTIONS: None.

PRESENTATIONS/DISCUSSIONS: None.

SUBCOMMITTEE REPORTS:

► Chairman Mercer stated there are no subcommittee reports.

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

LEGISLATION FOR ACTION:

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

- a. *Resolution 19-64: Appropriation of Cable Funds in Support of PEG Service and Programming per M.G.L Ch.44, §53F3/4 (Motion to Approve Resolution 19-64: Majority Vote (5)).* ► Mr. Jones read the resolution. ► **MOTION to Approve** Resolution 19-64: Appropriation of Cable Funds in Support of PEG Service and Programming per M.G.L Ch.44, §53F3/4 by **Kelly. SECOND** by **Dellorco. Discussion:** ► Mr. Hellen stated this is part of the quarterly payment the town has to accept and appropriate. He noted Verizon was a little late in getting the payment to the town. This is the remainder of the quarterly payment for both Comcast and Verizon. ► **VOTE: Yes-9, No-0, Absent-0.**

EXECUTIVE SESSION: ► Collective Bargaining. ► Chairman Mercer read the executive session statement to discuss Collective Bargaining. The open session of the meeting will reconvene at the conclusion of the executive session. ► **MOTION to Move** that the Franklin Town Council vote to convene in Executive Session for the purpose of discussing strategy with respect to collective bargaining because an open meeting may have a detrimental effect on the bargaining position of the Town Council by **Kelly. SECOND** by **Dellorco. No Discussion.** ► **ROLL CALL VOTE:** Casey-YES; Dellorco-YES; Earls-YES; Hamblen-YES; Jones-YES; Kelly-YES; Mercer-YES; Padula-YES; Pellegri-YES. ► **VOTE: Yes-9, No-0, Absent-0.**

The open session of the Town Council meeting ended at 7:12 PM.

Chairman Mercer called the open session of the Town Council meeting back to order at 7:44 PM.

LEGISLATION FOR ACTION (continued):

- b. *Resolution 19-65: Ratification of AFSCME Local 1298 Custodians Contract (Motion to Approve Resolution 19-65: Majority Vote (5)).* ► Mr. Jones read the resolution. ► **MOTION to Approve** Resolution 19-65: Ratification of AFSCME Local 1298 Custodians Contract by **Kelly. SECOND** by **Padula. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.**
- c. *Resolution 19-66: Salary Schedule Full-Time Elected Official (Motion to Approve Resolution 19-66: Majority Vote (5)).* ► Mr. Jones read the resolution. ► **MOTION to Approve** Resolution 19-66: Salary Schedule Full-Time Elected Official by **Kelly. SECOND** by **Dellorco. Discussion:** ► Mr. Hellen stated as required by the town bylaws, the Town Council annually has to set the rate for the elected town clerk position; it is commensurate with the one percent COLA raise with all non-union employees. ► Mr. Padula confirmed the prior salary was \$84,000 and it will be increased to \$84,840. ► Ms. Pellegri stated she wanted to amend the original motion and add a two percent increase which would be \$1,680 because there are no step increases or longevity with the town clerk's salary. Each year the town clerk must come before the Town Council to ask for their salary whereas no one else has to do that. ► No second to the

motion was given. ► Chairman Mercer asked for any further discussion on the original motion. ► **VOTE (to approve Resolution 19-66 as originally motioned): Yes-8, No-1, Absent-0.** (Ms. Pellegrini voted No.)

TOWN ADMINISTRATOR'S REPORT: ► Mr. Hellen stated a State of the Schools letter by the Superintendent has been provided to the community. It is available on the School website. The Superintendent is going to try to do this every year. He hopes everyone in the community takes a look at it.

FUTURE AGENDA ITEMS: ► Mr. Earls stated he would like to schedule a discussion with the DPW Director and the Town Engineer about traffic in Franklin, how it is changing, and if there are any resolutions that could be pursued. ► Mr. Jones asked if there would be a facilities update by the end of the year. ► Mr. Hellen stated there will be an item on the October 16, 2019 agenda regarding these discussions.

COUNCIL COMMENTS: ► Mr. Earls thanked the Town Administrator and the Police Department on behalf of Franklin TV for the swift resolution regarding an issue a few weeks ago where some people were smashing glass bottles in the parking lot which was disrupting operations. ► Ms. Pellegrini stated former Fire Chief Francis Molloy passed away and she did not see the flag lowered. She stopped at the fire station and they lowered the flag immediately. She noted Mr. Molloy was a veteran and asked if the flags uptown should have been lowered as well. ► Mr. Kelly noted it is done by request of the family. ► Mr. Hellen stated he would check on that. ► Mr. Padula, Mr. Casey, Mr. Dellorco, Mr. Jones, and Chairman Mercer gave condolences to the Molloy family and said Fire Chief Molloy was a great person. ► Ms. Hamblen thanked those who have worked on the Veterans Walkway Memorial and the VFW for providing such a generous contribution. She reminded everyone that the Harvest Festival is this Saturday from 12:00-5:00 PM; the rain date is October 6, 2019. ► Mr. Jones stated the Fire Department is holding their open house on October 5, 2019. ► Chairman Mercer gave his condolences to the Brunelli family and said Mr. Peter Brunelli was a wonderful person. He thanked the VFW for the work on the Veterans Walkway Memorial. It is a great accomplishment.

ADJOURN: ► MOTION to Adjourn by Kelly. SECOND by Dellorco. No Discussion. ► VOTE: Yes-9, No-0, Absent-0. Meeting adjourned at 7:57 PM.

Respectfully submitted,

Judith Lizardi
Recording Secretary

**FRANKLIN TOWN COUNCIL
MINUTES OF MEETING
November 13, 2019**

A meeting of the Town Council was held on Wednesday, November 13, 2019, at the Franklin Municipal Building, Council Chambers, 355 East Central Street, Franklin, Massachusetts. Councilors present: Andrew Bissanti, Brian Chandler, Robert Dellorco, Eamon McCarthy Earls, Melanie Hamblen, Glenn Jones, Matthew Kelly, Thomas Mercer, Deborah Pellegrini. Councilors absent: None. Administrative personnel in attendance: Jamie Hellen, Town Administrator; Mark Cerel, Town Attorney; Chrissy Whelton, Assistant to the Town Administrator.

ANNOUNCEMENTS: ► Chair Mercer announced the meeting is being recorded by *Franklin TV* and available for viewing on Comcast Channel 11 and Verizon Channel 29. This meeting may also be recorded by others.

SWEARING IN OF TOWN COUNCIL AND TOWN CLERK: Ms. Teresa Burr, Town Clerk, conducted the swearing in of all the Town Council members. Ms. Nancy Danello, Assistant Town Clerk, conducted the swearing in of Teresa Burr, Town Clerk.

ELECTION OF OFFICERS FOR CHAIR, VICE CHAIR, CLERK:

Nominations were accepted for Town Council Chair. **Nomination of Mercer by Jones. SECOND by Dellorco. No Discussion. Motion to Close nominations for Chair by Jones. SECOND by Dellorco. No Discussion. VOTE (to close nominations): Yes-9, No-0, Absent-0. VOTE (for Chair): Yes-9, No-0, Absent-0.**

Nominations were accepted for Town Council Vice Chair. **Nomination of Dellorco by Pellegrini. SECOND by Hamblen. No Discussion. Motion to Close nominations for Vice Chair by Jones. SECOND by Dellorco. No Discussion. VOTE (to close nominations): Yes-9, No-0, Absent-0. VOTE (for Vice Chair): Yes-9, No-0, Absent-0,**

Nominations were accepted for Town Council Clerk. **Nomination of Jones by Earls. SECOND by Dellorco. Motion to Close nominations for Clerk by Hamblen. SECOND by Dellorco. No Discussion. VOTE (to close nominations): Yes-9, No-0, Absent-0. VOTE (for Clerk): Yes-9, No-0, Absent-0.**

Chair Mercer called a three-minute recess.

CITIZEN COMMENTS: None.

APPROVAL OF MINUTES: ► *September 18, 2019 and October 16, 2019.* ► **MOTION to Approve the September 18, 2019 meeting minutes by Jones. SECOND by Dellorco. No Discussion. ► VOTE: Yes-9, No-0, Absent-0. ► MOTION to Approve the October 16, 2019 meeting minutes by Dellorco. SECOND by Hamblen. No Discussion. ► VOTE: Yes-9, No-0, Absent-0.**

PROCLAMATIONS/RECOGNITIONS: None.

APPOINTMENTS: ► *Cultural District Committee: Evan Chelman.* ► Mr. Jones read the appointment. ► **MOTION to Appoint Evan Chelman to serve as member of the Cultural District Committee for the remainder of a 3-year-term to expire on June 30, 2021, by Jones. SECOND by Dellorco. Discussion:** ► Mr.

Hellen stated Mr. Chelman is present at tonight's meeting. He will be filling the seat of a member who left the position. ► **VOTE: Yes-9, No-0, Absent-0.**

HEARINGS: None.

LICENSE TRANSACTIONS:

- a. ***Mormax Corporation d/b/a BJ's Wholesale Club, Change of Manager, 100 Corporate Drive.*** ► Mr. Jones read the license transaction. ► **MOTION to Approve** the request by Mormax Corporation d/b/a BJ's Wholesale Club, Inc. #105 for a Change of Manager to Matthew T. Ricci, by **Jones. SECOND** by **Dellorco. Discussion:** ► Mr. Hellen stated this is very standard procedure for a change of manager for a liquor license. ► Mr. Kelly requested information from Mr. Ricci. ► Mr. Ricci reviewed his background and experience working in the alcohol industry. He explained he works in receiving. As an assistant manager, he is in charge of receiving everything that needs to be out for sale on the store floor. He will be responsible for the alcohol. ► Mr. Bissanti asked if all the employees are getting TIPS certified and trained. ► Mr. Ricci said all cashiers and those working on the front line are trained; they have classes at regular intervals. ► **VOTE: Yes-9, No-0, Absent-0.**

- b. ***JDJ Ichigo Ichie, Inc., New All Alcohol License, 837 West Central Street.*** ► Mr. Jones read the license transaction. ► **MOTION to Approve** the request by JDJ Ichigo Ichie, Inc. for a new all alcoholic beverages restaurant license and approve the Manager, Ling Yao Li a/k/a David Li, by **Jones. SECOND** by **Dellorco. Discussion:** ► Mr. Hellen stated this is a new application; it is a new ownership group. ► Attorney Michael Doherty of Doherty, Duggan, Cannon, Raymond and Weil, P.C., representing the applicants, brothers David Li and Jimmy Li, stated this is a family business. He reviewed their work experience, education, and background. He reviewed the restaurant menu and noted they were TIPS trained and certified. ► Mr. Kelly and Mr. Bissanti thanked the applicants for submitting a complete application packet. ► **VOTE: Yes-9, No-0, Absent-0.**

- c. ***Little Shop of Olive Oils, Inc. New Wine and Malt Retail Package Store License, 5 Main Street.*** ► Mr. Jones read the license transaction. ► **MOTION to Approve** the request by Little Shop of Olive Oils, Inc. for a new Wine and Malt Retail Package Store License and approve the Manager, Michael J. Wilkinson, by **Jones. SECOND** by **Dellorco. Discussion:** ► Mr. Hellen stated this is a new license application. This is only to sell beer and wine onsite and taken off the premises to be consumed. ► Mr. Wilkinson stated they would like to offer their customers a pairing of fine wines with their olive oils and vinegars. This would be complementary product being sold in a small section of their store. ► Mr. Dellorco confirmed they would be TIPS certified. ► Ms. Pellegri asked for the criteria to allow a beer and wine license. This applicant sells olive oils. Could a hairdresser request to sell beer and wine in their shop? ► Town Council members asked questions about the use of this license for a small venue and voiced concerns regarding the amount of space in the store that can be allotted to the selling of beer and wine. ► Mr. Kelly expressed concern that he does not want to see too many liquor store establishments in the downtown. ► Mr. Cerel reviewed the statutory criteria for selling beer and wine; it is up to the local licensing authority which is the Town Council. The Town Council can limit the amount of square footage to be used for selling alcohol. He noted the appropriate legal standard is public convenience, not economic competition which is not grounds to deny a license. ► Mr. Bissanti stated he thinks Mr. Wilkinson's venue is well suited for selling beer and wine. ► Mr. Hellen stated that in the Town Council members' packets there is a layout of a floor plan which is required by the ABCC. If the applicant altered this plan, the applicant would need to return to the Town Council. He confirmed this is the Town's last Wine and Malt Retail Package Store License for consumption to be taken off premises. He discussed the quotas set by the state of said licenses. ► Joseph DeGaetano, owner of Ferrara's Market, 20 West Central

Street, stated his family business was started in 1961. The applicant's location from the corner of his building to the applicant's front lawn is only 150 ft. He sells beer and wine products, as well. He feels there should not be any competition between businesses; the small businesses should be working together and not against each other. He thinks there are enough licenses in a small are of Town already. He is not for this license. ► Mr. Mark Lenzi, Franklin Liquors, 363 East Central Street, stated that as a business owner, he supports Mr. Wilkinson's goal and approach to selling beer and wine. He thinks the applicant should be supported. ► **Motion to Close the Public Hearing by Dellorco. SECOND by Hamblen. No Discussion. ► VOTE (to close the public hearing): Yes-9, No-0, Absent-0. ► VOTE (to approve the license): Yes-8, No-1, Absent-0.** (Ms. Pellegrini voted no.)

- d. **JAC Restaurant, LLC d/b/a Joe Allen's Casual Dining and Bar, New All Alcohol License, 14 East Central Street.** ► Mr. Hellen confirmed the Town received notice from the manager of JAC Restaurant, LLC d/b/a Joe Allen's Casual Dining and Bar, that they would be withdrawing their application for a New All Alcohol License; therefore, no action is needed by the Town Council.

PRESENTATIONS/DISCUSSIONS: ► Town Attorney Mark Cerel Presentation: Open Meeting Law, Public Records, Public Hearings, & Ethics Presentation. ► Mr. Cerel narrated a slideshow presentation regarding Open Meeting Law, Public Records Law, Ethics Law, and Conducting Public Hearings. He stated he has provided the Town Council members with his comprehensive memorandum dated November 13, 2019 emphasizing the statutory provisions and legal procedures which continue to have specific application to the Town Council and its individual members. He noted his memorandum included three attachments which he reviewed: 11-9-11 OML Presentation for Town Council, Mark G. Cerel, Town Attorney; Overview of State Ethics Law, G.L. Chapter 268A, as Revised in 2009; and Outline for Workshop on Holding Public (Adjudicatory) Hearings and Rendering Decision in Municipal Permit and Approval Cases. The slideshow contained a copy of his two-page memorandum which he read aloud. He highlighted that the open meeting law requirement that a quorum of a public body can only meet for business purposes and deliberation at a duly posted public meeting. He stated that serial communications or subcommittees cannot be used to avoid compliance. Two or more people delegated with a specific task will most likely be considered a subcommittee which requires posting meetings and taking minutes. Meetings must be posted 48 business hours prior to the meeting. He reviewed remote participation which the Town Council voted to adopt; however, it is at the Chair's discretion whether to allow it. A physical quorum must be present and all votes must be by roll call. He then discussed Public Records Law. He noted electronically created records constitute public record. As well, the document itself determines whether it is a public record, not the equipment by which it was generated. Regarding conducting public hearings, he stated the Town Council will most often be involved with alcohol licensing. They are a formal proceeding. He reviewed the importance of being an impartial fact finder as opposed to an advocate. The Town Council members need to refrain from irrelevant or inappropriate comments. He discussed Ethics Law and noted that it is a criminal statute; penalty for violation includes imprisonment and/or fine. He noted the Ethics Commission is available for guidance, in advance. He reviewed that Town Council members are deemed to be municipal employees as opposed to "special municipal employees" and are therefore subject to all statutory prohibitions. He recommended the Town Council members take the mandatory ethics online training. He reviewed specific statutory prohibitions which include self-dealing, interest in contract, and solicitation/receipt, appearance of conflict.

► **Stormwater Presentation & Discussion: Town Administrator Introduction Memo, Public Works PowerPoint Presentation, Stormwater Management Plan (393 Page document; 8MB PDF), Stormwater Brochures History.** ► Mr. Hellen reviewed his memorandum to the Town Council members dated November 7, 2019 regarding Stormwater Utility. He stated this is a very complex topic and noted the 393-page Stormwater Management Plan document. He reviewed the focus of tonight's discussion to continue to educate the Town Council and residents about stormwater, what it is, and the importance of what the

Town is doing. He noted that after more than two decades of policy debate, the EPA's federal MS4 Stormwater permit is upon towns to implement. Over the next twenty-plus years, the Town will be required to implement a series of infrastructure and policy improvements that will cost in the neighborhood of an estimated \$40 million. He stated Mr. Cantoreggi will provide information on what the Town has been doing for the past 10 years on this issue and how we will comply with the federal permit. He will propose to the Town Council the establishment of a utility like water, sewer, and trash and have it established soon so staff can begin to create the back work in the financial software relative to this. He hopes the Town Council establishes an Ad Hoc Town Council study committee which will guide the staff through a series of public education initiatives, as well as work with the Administration on deciding a fee and implementation structure. ► Mr. Brutus Cantoreggi, Director of Public Works; Kate Sjoberg, GIS Coordinator; and Jean Haggerty, Wood Environmental Engineering consultant, addressed the Town Council. Mr. Cantoreggi stated this is a tough subject as it is very complicated and very expensive. He narrated a PowerPoint presentation. He began with general statistics about Franklin. He explained that in Franklin stormwater, wastewater, and drinking water are very connected. He noted that water originating from precipitation events picks up contaminants once it hits the ground; then it needs to be cleaned up. He reviewed groundwater recharge and protection of the Charles River Basin. He discussed that the Charles River is part of Franklin. He reviewed the Municipal Separate Stormwater Sewer System "MS4" permit and noted it is an approximately 400-page document. He discussed the phosphorus fertilizer ban in Massachusetts as well as other solutions and alternatives to this issue. He reviewed the stormwater bylaw and stated all new development and redevelopment must treat stormwater on site. He explained that the Public Works Department has received \$1,206,650 in stormwater grants since 2007; he reviewed the results and benefits including rain gardens in public areas. He stated they have done public outreach such as town-wide mailers and public forums and stormwater presentations. As well, there is information on the stormwater website to help educate the public. He reviewed the problems with Franklin's stormwater include aging stormwater infrastructure, system maintenance needs, permit requirements, water quality impacts, increasing cost, and a backlog of capital improvements. He explained the existing major expenditures and stated the estimated FY19 stormwater cost of services is approximately \$1.2 million. The biggest drivers to increased costs will be enhanced MS4 and TMDL (phosphorus reduction) requirements. He reviewed a list of projected future costs with an estimated invested of approximately \$40 million over the next 20 years. This does not include any land acquisition costs to build the required forebays. He stated the EPA wanted this done in 20 years; he does not see how that is possible. In addition to the MS4 and TMDL compliance costs, there are other stormwater priorities to address including the backlog of drainage system inspection and repairs, engineering support for design and best practices, and capital investment in new or expanded system components to address localized flooding and growth impacts. In order for him to meet the needs of the permit, it will require \$800,000 above his normal budget. He explained the current stormwater funding sources and some funding options. He explained a stormwater utility fee is a fee proportional to the estimated stormwater generated from the property, as measured by impervious area: all properties, including tax-exempt pay their share of the fee. He discussed a recommended rate structure that determines who pays and how much each property will pay based on the square footage of impervious area on their parcel. He discussed a preliminary rate per billing unit of \$28.15, and he reviewed some examples using that rate to calculate the annual cost. He explained credits that could be applied for by any residential or commercial property if recharge systems are installed. He discussed that a major source of phosphorus pollution is leaves and noted implementation of a curbside leaf pick-up program would help prevent pollution. As he concluded his presentation, he discussed the implementation process and the next steps. ► Town Council members asked questions, discussed stormwater, and reviewed the proposed fee. ► Ms. Haggerty stated the EPA can audit towns and if the town is not doing what it is supposed to be doing, the EPA will issue a fine. She noted the permit is only in its second year. She stated that communities over 100,000 residents have different permitting requirements. ► Mr. Hellen reviewed the proposal for the stormwater enterprise fund and listed other communities that have recently begun to implement the permit in a similar fashion. He discussed the process to set up the

stormwater enterprise fund and the importance of getting the public engaged and educated on this topic.

► Chair Mercer asked what the options are to capture a larger audience of constituents to get the information to them about this topic. He thanked Mr. Cantoreggi for his informative presentation.

SUBCOMMITTEE REPORTS:

- a. **Capital Budget Subcommittee.** ► None.
- b. **Budget Subcommittee.** ► None.
- c. **Economic Development Subcommittee.** ► None.

LEGISLATION FOR ACTION:

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

- a. ***Resolution 19-75: Gift Acceptance - Franklin Police Department, \$300 (Motion to Approve Resolution 19-75 - Majority Vote (5)).*** ► Mr. Jones read the resolution. ► **MOTION to Approve Resolution 19-75: Gift Acceptance - Franklin Police Department, \$300 by Dellorco. SECOND by Hamblen. Discussion:** ► Mr. Hellen thanked the Vickery family for their donation. ► **VOTE: Yes-9, No-0, Absent-0.**
- b. ***Resolution 19-76: Gift Acceptance - Franklin Police Department, \$15 (Motion to Approve Resolution 19-76 - Majority Vote (5)).*** ► Mr. Jones read the resolution. ► **MOTION to Approve Resolution 19-76: Gift Acceptance - Franklin Police Department, \$15 by Dellorco. SECOND by Hamblen. Discussion:** ► Mr. Hellen thanked the Brunelli family for their donation. ► **VOTE: Yes-9, No-0, Absent-0.**
- c. ***Resolution 19-77: Adopt the Town Council Procedures Manual (Motion to Adopt Resolution 19-77 - Majority Vote (5)).*** ► Mr. Jones read the resolution. ► **MOTION to Approve Resolution 19-77: Adopt the Town Council Procedures Manual dated May 9, 2018 by Dellorco. SECOND by Hamblen. Discussion:** ► Mr. Hellen stated that in the previous legislative session, an Ad Hoc subcommittee of the Town Council discussed and vetted the entire manual for the first time in a decade. By rule, the manual must be adopted by the Town Council at the start of each new legislative session. ► Ms. Pellegrini asked if the changes in posting public meetings is reflected in the manual. She asked if it could be put in the rules that during the budget process each line item can be voted on separately. ► Mr. Cerel stated that was done separately; the manual is more for governing the actual meetings. He stated it is a budgetary procedure that can be addressed as to if each line item can be voted separately. ► Chair Mercer stated he did not think this is the particular place to put this request, but he understands the concern and will address it as they move forward. ► **VOTE: Yes-9, No-0, Absent-0.**
- d. ***Resolution 19-78: Establish Town Council Standing Subcommittees (Motion to Approve Resolution 19-78- Majority Vote (5)).*** ► Mr. Jones read the resolution. ► **MOTION to Approve Resolution 19-78: Establish Town Council Standing Subcommittees of Capital Subcommittee, Budget Subcommittee, and Economic Development Subcommittee by Dellorco. SECOND by Hamblen. Discussion:** ► Mr. Hellen stated that per Section 25 of the Rules of Procedure Manual, the Town Council must vote to establish the standing subcommittees for the current council term. ► **VOTE: Yes-9, No-0, Absent-0.**

EXECUTIVE SESSION: ► Collective Bargaining.

► Chair Mercer stated that the Franklin Town Council go into Executive Session for the purpose to discuss strategy with respect to Collective Bargaining. He stated the Town Council will return to Open Session at the conclusion of the Executive Session.

► **The Executive Session of the Town Council Meeting commenced at 9:30 PM.**

► **The Return to the Open Session of the Town Council Meeting commenced at 9:45 PM.**

- e. Resolution 19-79: Ratification of Public Library Staff Association Contract (Motion to Approve Resolution 19-79 - Majority Vote (5)).* ► Mr. Jones read the resolution. ► **MOTION to Approve Resolution 19-79: Ratification of Public Library Staff Association Contract by Dellorco. SECOND by Hamblen. Discussion:** ► Mr. Hellen thanked the library staff as well as their bargaining representative for a productive collective bargaining session. He hopes the Town Council will ratify this contract this evening. ► **VOTE: Yes-9, No-0, Absent-0.**

TOWN ADMINISTRATOR'S REPORT: ► Mr. Hellen discussed the new blue water bottles that were provided to each Town Council member. He stated the Town is saving money by using the blue bottles rather than buying the disposable plastic water bottles and reducing their plastic footprint. ► He stated that in the first week of the clothing recycling program with the pink bags 3,200 lbs. of clothing was recycled.

FUTURE AGENDA ITEMS: ► Mr. Bissanti stated he would like to explore some zoning issues and address concerns that residents have about water quality and supply. ► Mr. Kelly stated he would like to discuss a possible fourth subcommittee for residential housing that will look not only at residential zoning in town but future building and needs of the citizens. ► Ms. Pellegri stated she would like to have a Community Preservation Act (CPA) discussion. ► Mr. Dellorco stated he would like a Charter review.

COUNCIL COMMENTS: ► Mr. Bissanti thanked the voters of Franklin for restoring him to the Town Council. He noted he is all for the Town slowing growth, smaller homes, and inclusionary affordability. He would like to form a Residential Housing Subcommittee. He gave condolences to the Chilson family. ► Mr. Earls expressed gratitude to all those who came to the polls for the election. ► Mr. Kelly gave condolences to the Chilson family. He stated the Veterans Day celebration was fantastic and he thanked Dale Kurtz and everyone at the Veterans' Office. He congratulated the School Committee on their elections and is happy Judy Pfeffer is back in the political realm. He requested Mr. Hellen provide an update on the roads that need to be done and asked if residents can get an update on the website. He noted there are a lot of raised castings around Town. He thanked everyone who came out to vote. ► Mr. Chandler thanked his family, friends, residents, and all others who came out to vote and gave him support. He gave condolences to the firefighter community for the loss of Worcester Fire Lt. Jason Menard. ► Ms. Hamblen thanked the community for showing up to vote. She is glad to be getting back to work. She noted Fairmont Fruit Farm is going to be 100 years old in 2020. They are going to have a Winter Farmers Market once a month beginning on November 23, 2019 from 10:00 to 2:00 PM at the farm. ► Ms. Pellegri thanked the voters for participating. She would like to get more voters to participate in the future. She stated the Veterans luncheon was wonderful; it was a great event. She thanked the Rod and Gun Club for their monthly breakfast; the food was excellent. She noted the Distinguished Young Women of Franklin meeting on Monday at 7:30 at the YMCA. She explained there is scholarship money involved. ► Mr. Jones thanked all the voters who participated in the recent election. He thanked the elections workers and staff and everyone for their support. He stated he hopes the Town Council will create a subcommittee on communication as he believes there are many big items that need to be tackled. He gave condolences to the Worcester firefighter. ► Mr. Dellorco thanked the voters who participated and stated he appreciates it. He thanked the Town Council members for electing him to be their vice chair. He stated that on the Mass Pike today every town on every bridge had a fire truck or police vehicle with firefighters and flags flying to salute the Worcester firefighter as the procession drove by. It was very impressive. He gave condolences to the family of Fire Lt. Jason Menard. ► Chair Mercer thanked the voters for participating. He thanked his fellow councilors for showing support and electing him again as their chair. He thanked Mr. Kelly for his time as both former chair and vice chair. He noted there is a lot of work to do by the Town Council. He thanked the Veterans group and the Franklin Lodge of Elks for their support of the Veterans brunch. He offered condolences to the Chilson family and the Worcester firefighter's family.

ADJOURN: ► MOTION to Adjourn by Dellorco. SECOND by Jones. No Discussion. ► VOTE: Yes-9, No-0, Absent-0. Meeting adjourned at 10:10 PM.

Respectfully submitted,

Judith Lizardi
Recording Secretary



APPOINTMENTS

Franklin Historical Commission

Alan R. Earls
23 Marvin Ave
Franklin, MA 02038

The Franklin Historical Commission has recommended the appointment of Alan R. Earls to serve as an associate member of the Franklin Historical Commission with a term expiring June 30, 2022.

MOTION to ratify the appointment by the Town Administrator of Alan R. Earls to serve as an associate member of the Franklin Historical Commission.

DATED: _____, 2019

VOTED:

UNANIMOUS: _____

YES: _____ **NO:** _____

ABSTAIN: _____

ABSENT: _____

A True Record Attest:

Teresa M. Burr, CMC
Town Clerk

Glenn Jones, 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: December 9, 2019

Name: Alan R Earls

Home Address: 23 Marvin Ave
Franklin, Ma 02038

Mailing Address: 23 Marvin Ave
Franklin, Ma 02038

Phone Number(s):

Email Address:

Current Occupation/Employer: Writer/self employed

Narrative: I am interested in serving only as an associate member of the Franklin Historical Commission. I am a former Commission member. I have enough time available to do occasional volunteer work for the museum.

Board(s) / Committee(s): ___Historical Commission



License Transactions:

Robert Vozzella
La Cantina Winery Company
355 Union Street

This is a request for a Farmer-Winery, Farmer's Market License to allow samples and sale of wine at Franklin's Market pursuant to Chapter 138, §15F.

Mr. Vozzella has obtained all state requirements, attached.

MOTION to approve the issuance of a Farmer Winery, Farmer's Market License to Robert Vozzella, La Cantina Winery Company.

DATED: _____, 2019

VOTED:

UNANIMOUS: _____

YES: _____ **NO:** _____

ABSTAIN: _____

ABSENT: _____

RECUSED: _____

A True Record Attest:

Teresa M. Burr, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

APPLICATION BY A FARMER WINERY FOR LICENSE TO SELL AT A
FARMER'S MARKET
(CH.138, §15F)

YEAR 20

19

1. Licensee Information:

Name of Applicant: ABCC License Number:
(If Existing Licensee)

Mailing Address: Business Name (d/b/a if different):

Manager of Record: City/Town: State: Zip:

Phone Number of Premises:

Other Phone: Email: Website:

Contact Person concerning this application (attorney if applicable):

Name: City/Town: State: Zip:

Address: Email:

Contact Number: Fax Number:

2. Event Information:

A. Farmer's Market licenses are only permitted at events that the Department of Agriculture has certified as Agricultural Events.
Please attach document from Department of Agricultural Resources certifying that this is an agricultural event.

Date(s) of Event:

B. Contact person for applicant during event:

Name:

Phone number of contact:

C. Description of the premises within the Farmer's Market:

Address of Premises for the Sale of Wine:

City/Town: State: Zip: Phone Number of Premises:

Describe Area to be Licensed:

**APPLICATION FOR LICENSE BY A FARMER WINERY TO SELL AT A
FARMER'S MARKET
(CH.138, §15F)**

3. Existing License(s) to Manufacture, Export and Sell at Retail:

List the license(s) you hold which authorize the manufacture, exportation and retail sale of wine to consumers: (Attach a copy of each license)

Name	License Type	License Address
La Cantina Winery Company	Federal Basic Permit MA-W-21028	355 Union St Franklin MA 02038
La Cantina Winery Company	MA Farm Winery #FW-110	355 Union St Franklin MA 02038

4. Are you providing, without charge, samples of wine to prospective customers? Yes No

Section 15F specifically requires that "all samples of wine shall be served by an agent, representative or solicitor of the licensee."

A. If yes, please provide names and addresses of all agents, representatives and solicitors:

Name	Address	ABCC License Number
Robert A. Vozzella	355 Union St Franklin MA 02038	#FW-110
Ana Vozzella	355 Union St Franklin MA 02038	#FW-110

B. Proof of Age for Sale to Consumers:

Please identify all methods by which you will obtain proof of age before providing samples or making any sales of wine to consumers :

Check valid State issued Identification card, drivers license, military ID, and or passport for age

5. Transportation and Delivery:

Please identify in detail all persons or businesses that are licensed under M.G.L. c. 138, §22 that will be making any delivery of wine on your behalf to the Farmer's Market in Massachusetts.

Robert A Vozzella, CEO of La Cantina Winery Company

*If additional space is needed, please use last page.

**APPLICATION FOR LICENSE BY A FARMER WINERY TO SELL AT A
FARMER'S MARKET
(CH.138, §15F)**

6. Safety and Tax Registration:

Has the Farmer's Market registered with the Food and Drug Administration? Yes No Registration Date:

7. Disclosure of License Disciplinary Action:

Have any of the your licenses to sell alcoholic beverages ever been suspended, revoked or cancelled? Yes No

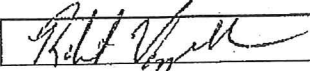
If yes, list said interest below:

Date	License	Reason why license was Suspended, Revoked or Cancelled

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, I have filed all state tax returns and paid all state taxes required under law. I further understand that each representation in this application is material to the determination of the application and state under penalty of perjury that all statements and representations therein are true.

Note: The LLA may require additional information.

Signature



Title

Owner

Date

12/11/2019

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

KATHLEEN A. THEOHARIDES
Secretary

JOHN LEBEAUX
Commissioner

December 10, 2019

Robert Vozzella
La Cantina Winery Company
355 Union St.
Franklin, MA 02038

Re: Franklin Winter Farmers Market

Dear Mr. Vozzella,

Please be advised that your application for certification of the Franklin Winter Farmers Market on Saturdays, November 23, 2019 to April 18, 2020 from 10:00 am – 2:00 pm, as an agricultural event pursuant to M.G.L. c. 138, Section 15F has been approved.

Please remember that, upon certification of an agricultural event by MDAR, the farm-winery must submit a copy of the approved application to the local licensing authority along with the application for obtaining a special license from the city or town in which the event will be held. Upon issuance of a special license, the winery should confirm that a copy of the special license was sent by the local licensing authority to the Alcoholic Beverages Control Commission (ABCC) at least seven (7) days prior to the event.

Sincerely,

A handwritten signature in cursive script that reads "John Lebeaux".

John Lebeaux, Commissioner

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



Application for Certification of an Agricultural Event for the Sale of Wine
Pursuant to M.G.L. c. 138, Section 15F

*To be completed by the licensed farm-winery and returned to:
By Mail: Agricultural Event Certification Program, 251 Causeway Street, Suite 500, Boston, MA 02114
By Email: Katelyn.Rozenas@mass.gov with the subject line "Agricultural Event Certification"
(A separate application must be completed for each event)

In order for your application to be considered complete, you must include the following documents. Incomplete applications will not be accepted.

- Signed and dated application with farm-winery license number
- List of vendors with brief descriptions of products for current year/season
- Event operational guidelines or rules for current year/season
- Resume of event manager or description of experience
- Plan depicting the premises and specific location where the license will be exercised. See Template 1.
- Approval letter from event management including the name of the licensed farm-winery and the day(s), month and year of event. See Template 2.

1. Applicant Information

Name of Licensed Farm-Winery	La Cantina Winery Company		
Farm-Winery License Number	FW-110	State of Issue	MA
Contact Person	Robert Vozzella		
Address	355 Union St		
City	Franklin	State	MA Zip 02038
Phone Number		Email	bob@lacantinawinery.com
Correspondence preference	<input type="checkbox"/> Regular Mail	<input checked="" type="checkbox"/> Email	
<i>Note: Approval/denial letters will be sent regular mail.</i>			
Do you intend to sell, sample, or both? Check all that apply.			
<input checked="" type="checkbox"/> Sell	<input checked="" type="checkbox"/> Sample		

2. Event Information

Name of Agricultural Event	Franklin Winter Farmers Market		
Type of Event	<input type="checkbox"/> Agricultural Fair (as defined by MDAR policy)	<input checked="" type="checkbox"/> Farmers Market (as defined by MDAR policy)	<input type="checkbox"/> Other Agricultural Event
If you selected "Other Agricultural Event", how does this event promote local agriculture?			
Event Address	885 Lincoln St.		
City	Franklin	State	MA Zip 02038
Event Phone Number	774 571 9327	Event Website	www.fairmountfruit.com

3. Event Description			
What are the date(s) and time(s) of the event?			
Start date	11 / 23 / 19	End date	4 / 18 / 20 Time 10am to 2pm
	<small>Month Day Year</small>		<small>Month Day Year</small>
If this is a weekly event, on what day of the week does the event occur? Saturdays- every third or fourth			
If the event is an agricultural fair, does the event include competitive agriculture?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Is the event sponsored or run by an agricultural/horticultural society, grange, agricultural commission or association whose primary purpose is the promotion of agriculture and its allied industries?	<input type="checkbox"/> Yes		<input type="checkbox"/> No
	If yes, identify:		

4. Event Management			
Name of Event Manager	Charles Koshivas		
Email Address	cjkoshivas@yahoo.com	Phone Number	774571 9327
Is this person the on-site manager?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
If no, identify on-site manager (include contact information):			
If there are multiple managers, list them and include contact information:			
Also on Site: Loren Phinney 781 664 4294 fairmountfruitfarmprograms@gmail.com			
Attach on-site manager(s) resume(s) or list any credentials or training of the on-site manager(s): <i>Relevant credentials include, but are not limited to, experience as a market manager, attendance at any market manager workshops, and experience with other agricultural events.</i>			
Charles Koshivas Manager at Fairmount Fruit Farm			
<ul style="list-style-type: none"> -Participates in at least 4 farmers markets a week for the past 6 years -Helped organize the Medway Market when first created -Participated in harvest festivals in Randolph for the past 3 years -Manage Fairmount Fruit Farm: Run the stand, greenhouses, orchard and all the produce -Organized all u-pick operations during apple picking season which included additional vendors and staff. -Helped run the "Farmers in Training" program at the farm which teaches young kids about farming 			

5. General

Attach or provide in the space below a plan depicting the premises and the specific location where the license will be exercised. See template for necessary elements to include.

<u>Robert Vozzella</u> Signature of Applicant	<u>12/2/19</u> Date
<u>Robert Vozzella</u> Name (please print)	<u>Owner</u> Title (please print)
<u>FW-110</u> Farm-Winery License Number	<u>MA</u> State

FOR DEPARTMENT USE ONLY

APPROVAL

The event listed above is an approved agricultural event by the Massachusetts Department of Agricultural Resources under M.G.L. (138) Sec. 15F.

<u>[Signature]</u> Signature	<u>12-10-2019</u> Date
---------------------------------	---------------------------

DENIAL

The event listed above is not approved as an agricultural event by the Massachusetts Department of Agricultural Resources for the following reason(s):

_____ Signature	_____ Date
--------------------	---------------

These are the vendors that will most likely joining the market. There is room for 6 more vendors but as of now this is what the list looks like.

Fairmount Fruit Farm
Franklin Honey Company
Confectionary Creations (pickles, as well as breakfast sandwiches and tacos)
Zieglers Garden (Farm) - produce
The Fudge Lady
The Photo Hive (Photos and Greeting cards)
Lularoz Thea Charles (women's clothing ext.)
Pure Haven Products (organic and toxic free lotions and other products)
La Cantina Winery
A lady that does handmade jewelry and candles
Sweet Dog Treats (all natural dog treats)

Some vendors will be doing every other week or select weeks and I am still waiting to hear back from a few vendors.

Also, per phone conversation with Charles Koshdas, 12/15/15

The Pumpkin Farm, Medway - produce, eggs, meat
Medway Community Farm - produce

Possibly some weeks in January - White Birch Farm, Wrentham - produce



Fairmount Fruit Farm

Winter Farmers Market 2019/2020 Application

Welcome Vendors!

Fairmount Fruit Farm would like to welcome you to our first ever winter farmers market! This is a great opportunity for you to get your business noticed, meet new people and really expand your horizons. There will be beer and wine tastings for ages 21+ from local wineries and breweries added to our market as well!

Below is some basic information regarding our new 6 month market.

What: A winter farmers market where local farms and crafters/vendors can gather together to sell products and network within their community.

Where: Fairmount Fruit Farm located at 887 Lincoln Street, Franklin Ma, 02038 - in one of the heated greenhouses.

When: Saturdays November to April from 10am-2pm. **See dates below.*
*Nov 23rd / Dec 21st / Jan 25th / Feb 15th / Mar 21st / Apr 18th

Set-Up Information: Vendors are allowed to start setting up at **9:00am** in the greenhouse. Loren or CJ will give you your assigned slot. Please make sure to bring your own tables and chairs, as the farm does not provide any for vendors.
Tents are not required or needed.

Vendors will be allowed to pull their vehicles up to the greenhouse to unload their supplies. Parking will then be provided for vendors in front of the farm stand.

Additional Information: All vendors must show appropriate forms of insurance and any applicable permits they may need.

This is a rain, shine or snow market. In the event of unforeseen circumstances or inclement weather, all vendors will be notified as soon as possible.

We accept all forms of payment (cash, card, checks). Please make all checks payable to Fairmount Fruit Farm. No refunds will be issued. If you pay for the whole season by Nov 18th, your first month will be free and will be sponsored by Franklin Agway.

Contact Information: If you can not make the market, please contact CJ at 774-571-9327 or email Loren at fairmountfruitfarmprograms@gmail.com.

Looking forward to a great season!

Amendments to the vendor application and information packet

*All vendors are required to comply with all federal, state, and local laws and regulations.

*Vendors desiring to sell items at the Fairmount Winter Market will submit a completed Farmers' Market Application/Inventory List.

* On a form provided by the Market and each person must sign a statement indicating that they have read, understand, and agree to abide by the rules of the Market.

*All Vendors must provide an Inventory List of items to be sold at the Market The submitted List will be examined at the time of application review and an approved List will be issued by the Market Manager. Persons approved to sell at the Market (Vendors) may only sell items from their List.

*All produce and fruits sold must be sourced from that vendor or a farm located in the Mass.

*Prices for all items for sale shall be posted clearly on a sign. No item shall be sold unless the price of the item is clearly displayed.

*Scales utilized at farmers' markets must be inspected and sealed annually by the Sealer of Weights and Measures.

*Items may be sold by the pound, bunch, piece, or measured container.



Fairmount Fruit Farm

Winter Farmers Market 2019/2020 Application

*Vendors that pay for a full season before Nov 18th, will get the first month free and will be sponsored by The Franklin Agway.

Vendors	Season Rates	Prices	What it equals out to
Food Vendor	Full Season (Before Nov 18th)	\$87.00	
	Full Season (November-April)	\$100.00	About \$17.00 a month
	Pay Per Month Rate (Each Month)	\$30.00	\$30.00 per month
Non- Food Vendor	Full Season (Before Nov 18th)	\$100.00	
	Full Season (November-April)	\$120.00	\$20.00 per month
	Pay Per Month Rate (Each Month)	\$30.00	\$30.00 per month

Food Vendor

- Food Vendor Full Season - (Before Nov 18th) (\$87.00)
- Food Vendor Full Season - (Nov-Apr) (\$100.00)
- Food Vendor Pay Per Month - (\$30.00 per month)
(Please circle the correct days)

Sat. Nov 23rd Sat. Dec 21st Sat. Jan 25th
 Sat. Feb 15th Sat. Mar 21st Sat. Apr 18th

Non Food Vendor

- Non - Food Vendor Full Season - (Before Nov 18th) (\$100.00)
- Non - Food Vendor Full Season - (Nov-Apr) (\$120.00)
- Non- Food Vendor Bi-Weekly - (\$30.00 per month)
(Please circle the correct days)

Sat. Nov 23rd Sat. Dec 21st Sat. Jan 25th
 Sat. Feb 15th Sat. Mar 21st Sat. Apr 18th

508-533-8737 |
 887 Lincoln Street Franklin Ma, 02038 |
 fairmountfruitfarmprograms@gmail.com |

Step 2: Contact & Payment Info

Vendor Information

Name: _____

Phone #: ()- _____ - _____

Email: _____

Company Name : _____

Products you sell: _____

Payment (We only accept check or card)

Check *(Please make checks out to Fairmount Fruit Farm)* Check #: _____

Card

CC #: _____

Exp. Date: _____ / _____ CVV: _____

VISA MASTERCARD AMERICAN EXPRESS

Signature: _____

Date: _____

Fairmount Fruit Farm Presents

Winter Farmers Market

LOCAL FARMS, VENDORS, ARTISANS & CRAFTERS

**SATURDAYS
10AM-2PM**

Nov. 23rd

Dec. 21st

Jan. 25th

Feb. 15th

Mar. 21st

Apr. 18th

LOCAL BEER AND WINE TASTINGS FOR 21+

**SEASONAL FRESH FRUITS & VEGGIES * HONEY * HANDMADE SOAPS
CRAFTS * FUDGE * JAMS, JELLIES & PICKLES**

887 LINCOLN STREET FRANKLIN MA, 02038

P: 508-533-8737

Loren Phinney

887 Lincoln Street Franklin, Ma, 02038

PROFILE Experienced Program and Event Coordinator with over 4 years of experience providing thorough and skillful support to children, adults, seniors and the Intergenerational Community. Also over 7 years experience with working with children from ages 2-18 on various projects and activities.

EXPERIENCE

Special Events and Marketing Coordinator Randolph Intergenerational Community Center

Randolph, Ma 02368 — 2016 - Current

- Responsible for the planning and execution of all Intergenerational programs and special events for Community Center as well as annual events for the Town of Randolph.
- Planning consists of marketing and promotion of events via social media outlets as well as monthly newsletter; also includes reaching out to responsible parties, attending other events and networking.
- Marketing responsibilities include writing articles highlighting program spotlights, posting pictures and posts on our social media pages, getting the public involved, writing and editing our town read newsletter.
- Samples of programs and events that have been executed are; an Intergenerational Senior Citizen Prom, Community Art Show, Wrestling Event, Bridges Together Town Event and more.

Program and Camp Director Randolph Recreation Department

Randolph, Ma, 02368 — 2015 - 2017

- Enforced rules and regulations of recreational facilities to maintain discipline and ensure safety.
- Administer first aid according to prescribed procedures, and notify emergency medical personnel when deemed necessary.
- Organize, lead and promote interest in recreational activities such as crafts, arts, games, sports, and hobbies.
- Supervise and coordinate the work activities of personnel, such as training new staff employees, discuss rules/ regulations and meet with them about work-related problems.
- Meet with community organizations to collaborate and plan well balanced recreational programs for participants.
- Samples of programs executed were Town summer and winter Farmer's Markets, town fall and winter specialty events and more.

Assistant Teacher Knowledge Tree Preschool

Randolph, Ma 02368 — 2015 - Current

- Establish and enforce rules for behavior, and procedures for maintaining order.
- Teach basic skills such as colors, shapes, numbers, letter recognition, physical hygiene, and social skills.
- Observe and evaluate children's performance, behavior, social development, and physical health.
- Provide a variety of materials and resources for children to explore and use both in imaginative play and learning activities.

EDUCATION

Dean College, Franklin, Ma, 02038 — Associates Degree in Early Childhood Education, 2018-Current
Bridgewater State University, Bridgewater, Ma, — Completed 3 years of Art 2009-2012

SKILLS

Great time management, Strong Leadership, Managerial Roles, Adobe- Illustrator, Photoshop and In-design, Social Media Marketing, Organized, Ability to Multi-task and take on more than one project at a time.

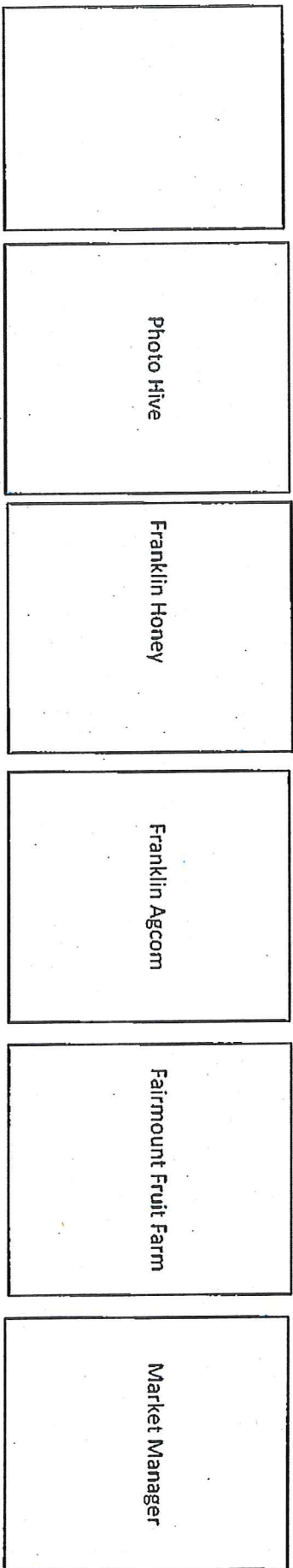
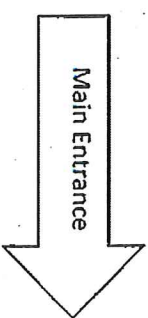
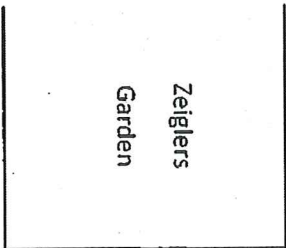
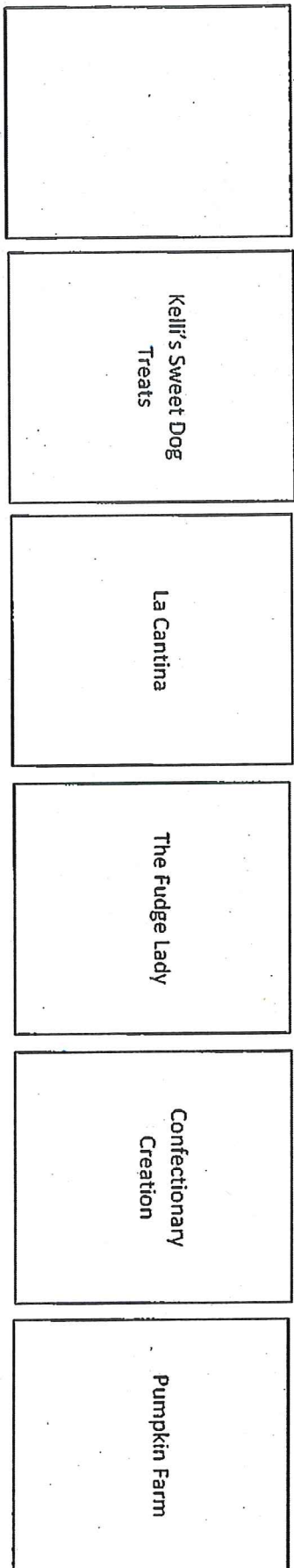
CERTIFICATION AND COURSES

CPR, First Aid and AED Certified (Present)
Non-Violent Communication Trained (Present)
Virtual Dimensia Trained and Certified (June 2017)
Mental Health and Suicide Prevention Trained and Certified (March 2018)

REFERENCES

Furnished upon request

885 Lincoln St. Franklin Ma in large greenhouse



Winter Farmers' Market

Charles Koshivas
887 Lincoln St. Franklin, Ma 02038
508-533-8737
cjkoshivas@yahoo.com

12/02/19

Dear La Cantina Winery,

La Cantina Winery has been accepted as a vendor at the Winter Farmers' Market in Franklin for the 2019-2020 season, pending all necessary special licenses and or permits. The market will take place every third Saturday of the month from November through April, during the hours of 10am to 2pm. The market will be held at Fairmount Fruit Farm, 887 Lincoln St. Franklin, Ma 02038.

Best Wishes,

Charles J. Koshivas
Market Manager



Chrissy Whelton <cwhelton@franklinma.gov>

Winter Farmers Market

1 message

La Cantina Winery <bob@lacantinawinery.com>
To: "cwhelton@franklinma.gov" <cwhelton@franklinma.gov>

Wed, Dec 11, 2019 at 3:54 PM

Hi Chrissy

Please find the attached documents to request approval to attend the Farmers Market at the Fairmount Fruit Farm in Franklin on Saturdays. The next market is December 21st. Would it be possible to be put on the next town council meeting in order be granted final approval.

Thank you

Bob

3 attachments



Farmers Market Application.tif
83K

Approval Letter_La Cantina_Franklin_121019.pdf
281K

Approval La Cantina_Franklin Winter 2020.pdf
266K



License Transactions:

Change of Hours

The Chateau Restaurant of Franklin, Inc.
466 King Street
Franklin, MA

This is an application by The Chateau of Franklin, Inc. to change the hours of operation on the Common Victualer All Alcohol License located at 466 King Street. New hours of operation are as follows:

Monday-Wednesday 11:30am-12:00am
Thursday-Saturday 11:30am-1:00am
Sunday 11:30am-12:00am

MOTION to approve the Change of Hours for The Chateau Restaurant of Franklin, Inc. pursuant to the instructions sent by the ABCC

DATED: _____, 2019

VOTED:

UNANIMOUS: _____

YES: _____ **NO:** _____

ABSTAIN: _____

ABSENT: _____

RECUSED: _____

A True Record Attest:

Teresa M. Burr, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Town of Franklin

355 East Central Street
Franklin, MA 02038



COMMON VICTUALER APPLICATION (Select all that apply)
NEW/ANNUAL FEE: \$2,500 ALL ALCOHOL, \$1,500 WINE & MALT,
 \$500 LICENSE MODIFICATION (Changes to Alcohol Licenses)
 \$125: RESTAURANT

Date: NOVEMBER 21, 2019

Business Owner: THE CHATEAU RESTAURANT OF FRANKLIN, INC.
First Middle-Initial Last

Address: 195 SCHOOL ST WALTHAM MA 02451 Telephone # _____
Town/City zip

Email Address: gnylon@chateaurrestaurant.com

Name of Business: THE CHATEAU RESTAURANT OF FRANKLIN

Business Location: 466 KING STREET, FRANKLIN MA 02038 Telephone # _____
Town/City zip

Corporation Name: (If applicable) THE CHATEAU RESTAURANT OF FRANKLIN INC

Address: 195 SCHOOL STREET WALTHAM MA 02451 FID # _____
Town/City zip

Manager Name: GERARD D. FRUGGERO
First Middle-Initial Last

Address: _____

Date of Birth: _____ Social Security Number: _____

Enclose Manager Resume that includes duties performed at each location.

Description of premises:

APPROX. 6,335 SQ/FT OF SPACE ON THE FIRST FLOOR, CONSISTING OF A DINING ROOM, BAR, KITCHEN, THREE (3) BATHROOMS, AND 4 MEANS OF EGRESS.

Sq. Footage 6335 # of Tables 42 # of Seats 201 Type of Restaurant FULL SERVICE FAMILY RESTAURANT

Hours of Operation: MON-WED 11:30am-12:00am THURS-SAT 11:30am-1:00am SUNDAY 11:30-12:00am

I hereby state that all information provided on this application is true and accurate.

Applicant signature: [Signature]

Common Victualer Licenses are issued in conformity with the authority granted by General Laws, Chapter 140 and amendments thereto. All licenses expire December 31 of each year.

CORPORATE VOTE

The Board of Directors or LLC Managers of The Chateau Restaurant of Franklin, Inc.
Entity Name
duly voted to apply to the Licensing Authority of Franklin, MA and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on November 21, 2019
Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input checked="" type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | <input type="checkbox"/> Change of DBA | |

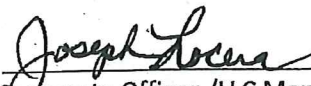
"VOTED: To authorize Joseph L. Nocera
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To change the hours for The Chateau Restaurant of Franklin, Inc. to:

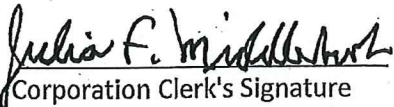
- Monday – Wednesday 11:30 am – 12:00 am
- Thursday – Saturday 11:30 am – 1:00 am
- Sunday — 11:30 am – 12:00 am"

A true copy attest,


Corporate Officer /LLC Manager Signature

JOSEPH L. NOCERA
(Print Name)

For Corporations ONLY
A true copy attest,


Corporation Clerk's Signature

JULIA F. MIDDLEBROOK
(Print Name)

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

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

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: NO FEE

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY): 05288-RS-0430

LICENSEE NAME: THE CHATEAU RESTAURANT OF FRANKLIN INC.

ADDRESS: 466 KING STREET

CITY/TOWN: FRANKLIN STATE MA ZIP CODE 02038

TRANSACTION TYPE (Please check all relevant transactions):

- Change of Hours Change of DBA

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**



License Transactions:

Change in Location

Applicant: Avocado Inc. d/b/a Acapulcos Mexican Restaurant

The applicant is seeking a change in location of their All Alcoholic Beverages restaurant license from 15 Main Street, Franklin, MA to 371 Union Street, Franklin, MA.

The following departments have signed off on this application: Police and Treasurer

The following departments have NOT signed off on this application: Board of Health, and Fire Department, Building and Zoning Department.

MOTION to approve the request by Avocado Inc., d/b/a Acapulcos Mexican Restaurant for a change in location from 15 Main Street, Franklin, MA to 371 Union Street, Franklin MA pending successful final inspections from the Board of Health, Fire Department, and Building Commissioner.

DATED: _____, 2019

VOTED:

UNANIMOUS: _____

YES: _____ **NO:** _____

ABSTAIN: _____

ABSENT: _____

RECUSED: _____

A True Record Attest:

Teresa M. Burr, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

**LEGAL NOTICE
NOTICE OF PUBLIC HEARING
FRANKLIN, MA**

**License Modification (Change in Location) - Avocado, Inc. d/b/a Acapulcos
Mexican Restaurant**

The Franklin Town Council will hold a Public Hearing on an application by Avocado, Inc. D/B/A Acapulcos Mexican Restaurant, located at 15 Main Street, Franklin, MA for a license modification/change in location to 371 Union Street, Franklin, MA. The hearing will be held on Wednesday, December 18, 2019 at 7:10 PM in the Council Chambers, second floor of the Municipal Building, 355 East Central Street, Franklin, MA. Information on this application may be obtained in the Town Administrator's Office.

Submitted by,
Alecia Alleyne
Licensing Administrator

Town of Franklin

355 East Central Street
Franklin, MA 02038



COMMON VICTUALER APPLICATION (Select all that apply)
NEW/ANNUAL FEE: \$2,500 ALL ALCOHOL, \$1,500 WINE & MALT,
 \$500 LICENSE MODIFICATION (Changes to Alcohol Licenses)
 \$125: RESTAURANT

Date: _____

Business Owner: Jesus Ruelas
First Middle Initial Last

Address: _____ Telephone #: _____
Town/City zip

Email Address: _____

Name of Business: Acapulcos Mexican Restaurant

Business Location: 371 Union St Franklin Ma Telephone #: _____

Corporation Name: (If applicable) AVOCADO, INC.

Address: _____ FID # _____
Town/City zip

Manager Name: Hilda Gutierrez
First Middle Initial Last

Address: _____

Date of Birth: _____ Social Security Number: _____

Enclose Manager Resume that includes duties performed at each location.

Description of premises:

Sq. Footage _____ # of Tables _____ # of Seats _____ Type of Restaurant _____

Hours of Operation: _____

I hereby state that all information provided on this application is true and accurate.

Applicant signature: Hilda

Common Victualer Licenses are issued in conformity with the authority granted by General Laws, Chapter 140 and amendments thereto. All licenses expire December 31 of each year.



CERTIFICATE OF COMPLIANCE WITH STATE LAWS

Pursuant to M.G.L Chapter 62C, Sec 49A, and M.G.L. Ch. 151A, Section 19A, the undersigned acting on behalf on the License Holder, certifies under the penalty of perjury that, to the best of the undersign's knowledge and belief, the License Holder is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support*.

Welda S
** Signature of Individual or Corporate License Holder (Mandatory)

*** License Holder's Social Security Number/or Federal Identification Number

By: Welda S
Corporate Officer
(Mandatory, if applicable)

Date: 10-21-19

*The provision in the Attestation of relating to child support applies only when the License Holder is an individual.

**Approval of or a renewal of a license 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 license or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, section 49A.



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 600 Washington Street
 Boston, MA 02111
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Acapulcos Mexican Restaurant

Address: 371 Union St

City/State/Zip: Franklin Ma 02038 Phone #: _____

Are you an employer? Check the appropriate box:

- 1. I am an employer with 18 employees (full and/or part-time).*
- 2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
- 4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

- 5. Retail
- 6. Restaurant/Bar/Eating Establishment
- 7. Office and/or Sales (incl. real estate, auto, etc.)
- 8. Non-profit
- 9. Entertainment
- 10. Manufacturing
- 11. Health Care
- 12. Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Lloyds of London

Insurer's Address: 13-17 Temple St

City/State/Zip: Quincy, Ma 02169

Policy # or Self-ins. Lic. # _____ Expiration Date: 01-18-20

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: 10-21-19

Phone #: _____

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

- 1. Board of Health
- 2. Building Department
- 3. City/Town Clerk
- 4. Licensing Board
- 5. Selectmen's Office
- 6. Other _____

Contact Person: _____ Phone #: _____



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR A TRANSFER OF LICENSE

Municipality FRANKLIN, MA

1. TRANSACTION INFORMATION

- Transfer of License
- Alteration of Premises
- Change of Location
- Management/Operating Agreement
- Pledge of Inventory
- Pledge of License
- Pledge of Stock
- Other
- Change of Class
- Change of Category
- Change of License Type
(§12 ONLY, e.g. "club" to "restaurant")

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Moving location from 13-25 Main Street to 371 Union St. Franklin, MA. 02038

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<u>ON-Premises</u>	<u>Restaurant</u>	<u>All Alcoholic Beverages</u>	<u>Annual</u>

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number FEIN

Entity Name Avocado Inc

DBA Acapulecos Manager of Record Hilda Gutierrez

Street Address 371 Union St, Franklin, MA 02038

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Total 5836

Total Sq. Footage	<u>3004 - Main Basement - 2832</u>	Seating Capacity	<u>134</u>	Occupancy Number	<u>134</u>
Number of Entrances	<u>4</u>	Number of Exits	<u>4</u>	Number of Floors	<u>2</u>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name [] By what means is the license being transferred? []

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
DAVID Brambila	Owner	33.333%
Jorge Moreno	Treasurer	33.333%
Jesus Ruelas	President/Secretary	33.333%
[]	[]	[]
[]	[]	[]

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal: Jesus Ruelas
 Residential Address: []
 SSN: []
 DOB: []
 Title and or Position: Owner
 Percentage of Ownership: 33.333%
 Director/ LLC Manager US Citizen: Yes No
 MA Resident: Yes No

Name of Principal: Jorge Moreno
 Residential Address: []
 SSN: []
 DOB: []
 Title and or Position: Owner
 Percentage of Ownership: 33.333%
 Director/ LLC Manager US Citizen: Yes No
 MA Resident: Yes No

Name of Principal: David Brambila
 Residential Address: []
 SSN: []
 DOB: []
 Title and or Position: Owner
 Percentage of Ownership: 33.333%
 Director/ LLC Manager US Citizen: Yes No
 MA Resident: Yes No

Name of Principal: []
 Residential Address: []
 SSN: []
 DOB: []
 Title and or Position: []
 Percentage of Ownership: []
 Director/ LLC Manager US Citizen: Yes No
 MA Resident: Yes No

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

Yes No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?
Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. CORPORATE STRUCTURE

Entity Legal Structure

"S" Corporation

Date of Incorporation

10/01/2001

State of Incorporation

Massachusetts

Is the Corporation publicly traded?

Yes

No

8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

[Empty box]

Landlord Name

Jesus Ruelas

Landlord Phone

[Empty box]

Landlord Email

[Empty box]

Landlord Address

80 Ellery St Wrentham, MA

Lease Beginning Date

9-1-2019

Rent per Month

\$ 6500⁰⁰

Lease Ending Date

9-1-2029

Rent per Year

\$ 78,000⁰⁰

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes No

9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name:

Hilda Gutierrez

Phone:

209 988-9113

Title:

Manager

Email:

[Empty box]

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	<input type="text"/>
B. Purchase Price for Business Assets	<input type="text"/>
C. Other* (Please specify)	<input type="text"/>
D. Total Cost	<input type="text"/>

*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Hilda Gutierrez Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? Yes No *Manager must be a U.S. Citizen
 If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? Yes No
 If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
3-2015	Present	Manager	Atorando Inc dba Acapulco	Jesus Ruelas

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No
 If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

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

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Hilda Gutierrez Date 10-22-19

13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Yes No

If yes, please fill out section 13.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

13A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone	SSN	DOB
Acapulcos				
Name of Principal				
Jesus Ruelas				
Title and or Position				
Owner	33.333	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal				
Jorge Moreno				
Title and or Position				
Owner	33.333	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal				
DAVIO Brambora				
Title and or Position				
Owner	33.333	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal				
Title and or Position				
		<input type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
CRIMINAL HISTORY				
Has any individual identified above ever been convicted of a State, Federal or Military Crime?				<input type="radio"/> Yes <input type="radio"/> No
If yes, attach an affidavit providing the details of any and all convictions.				

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

13F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes No
- b. Will the licensee retain control of the business finances? Yes No
- c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

A large, empty rectangular box with a thin black border, occupying most of the page below the text. It is intended for the user to provide additional information or clarify answers.

APPLICANT'S STATEMENT

I, Hilda Gutierrez the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of Acapulco Restaurant
Name of the Entity/Corporation

hereby submit this application (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 statements 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 are in compliance with state and local laws and regulations;
- (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 ownership 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.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: Hilda Gutierrez

Date: 10-22-19

Title: Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of Avocado, Inc
Entity Name

duly voted to apply to the Licensing Authority of Franklin and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on _____
Date of Meeting

For the following transactions (Check all that apply):

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/
Directors/LLC Managers
- Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other _____
- Change of DBA

"VOTED: To authorize Jesus Ruelas
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Hilda Gutierrez
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

For Corporations ONLY

A true copy attest,

Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

(Print Name)

(Print Name)

(Handwritten initials)

COMMERCIAL LEASE

This Lease Agreement made the 1 day of November 2019, by and between Jesus Ruelas, of 80 Ellery Street, Wrentham, MA 02093, hereinafter referred to as "Lessor", and AVOCADO INC., David F. Brambilla of 42 Allan Ave., Sudbury, MA 01776, and Jorge Moreno, of 11 Haskell Ln., Marlborough, MA 01257, hereinafter referred to as "Lessee", collectively referred to herein as the "Parties", agree as follows:

1. **DESCRIPTION OF LEASED PREMISES:** The Lessor agrees to lease to the Lessee the following described 0.32-acre lot and the 5836 square feet (SF) of an entire restaurant building, and 35 off the street parking spaces, located at 371 Union Street, Franklin, MA 02038. Additional Description: Annex D - Description, Hereinafter known as the "Premises".
2. **USE OF LEASED PREMISES:** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose of a restaurant business. Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Lessor only.
3. **TERM OF LEASE:** The term of this Lease shall be for a period of ten (10) years commencing on the 1 day of November 2019 and expiring at Midnight on the 31 day of October 2029. ("Initial Term")
4. **BASE RENT:** The net monthly payment shall be SIX THOUSAND AND FIVE HUNDRED DOLLARS (\$6,500.00), payable monthly with the first payment due upon the commencement of the Lease and each monthly installment payable thereafter on the fifth (5th) day of each month. Said net monthly payment is hereafter referred to as the "Base Rent". Rent for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent.
5. **OPTION TO RENEW:** Lessee may have the right to renew the Lease with a total of five (5) renewal period(s) with each term being ten (10) years, which may be exercised by giving written notice to Lessor no less than 60 days prior to the expiration of the Lease or renewal period, or just by continuing using the premises. Rent shall increase every two and half (2½) years according the following rule: Increase as calculated by multiplying the Base Rent by the annual change in the Consumer Price Index (CPI) published by the Bureau of Labor Statistics by the most recent publication to the option period start date.
6. **EXPENSES:** Tenant's Initials _____ Landlord's Initials _____

It is the intention of the Parties that this Lease shall be considered a "Triple Net Lease".

1. **Operating Expenses.** The Lessor shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises. The Lessee hereby agrees to pay one-hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses"

shall include all costs to the Lessor of operating and maintaining the Premises, and shall include, without limitation, management fee(s), heating, air conditioning, HVAC, electricity, water, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses. Lessor shall pay for waste disposal services.

- ii. **Taxes.** Lessor shall pay, during the term of this Lease, the real estate taxes including any special taxes or assessments (collectively, the "taxes") attributable to the Premises and accruing during such term.
- iii. **Insurance.** Lessee shall maintain, at all times during the Term of this Lease, comprehensive general liability insurance in an insurance company licensed to do business in the Massachusetts in which the Premises are located and that is satisfactory to Lessor, properly protecting and indemnifying Lessor with single limit coverage of TWO MILLION DOLLARS (\$2,000,000.00) for injury to or death of persons and for property damage. During the Term of this Lease, Lessee shall furnish the Lessor with certificate(s) of insurance, in a form acceptable to Lessor, covering such insurance so maintained by Lessee and naming Lessor and Lessor's mortgagees, if any, as additional insured. Lessor shall maintain at all times during the term of this lease a property insurance that cover in full the property (lot and building).

7. SECURITY DEPOSIT: In addition to the above, a deposit in the amount SIX THOUSAND AND FIVE HUNDRED DOLLARS (\$6,500.00), shall be due and payable in advance or at the signing of this Lease, hereinafter referred to as the "Security Deposit", and shall be held in escrow by the Lessor in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease. The Security Deposit may not be used to pay the last month's rent unless written permission is granted by the Lessor.

8. LEASEHOLD IMPROVEMENTS: The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for the payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall

511

take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

9. **LICENSES AND PERMITS:** A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

10. **OBLIGATIONS OF LESSEE:** The Lessee shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Lessee shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Lessees, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

11. **INSURANCE:** In the event the Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

572

12. **SUBLET/ASSIGNMENT:** *The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Lessor.*

13. **DAMAGE TO LEASED PREMISES:** *In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.*

14. **DEFAULT AND POSSESSION:** *In the event that the Lessee shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.*

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

Rent which is in default for more than THIRTY (30) days after due date shall accrue a payment penalty of a late fee of TWENTY-FIVE DOLLARS (\$25.00) per day until the amount is paid in full. In this regard, all delinquent rental payments made shall be applied first toward interest due and the remaining toward delinquent rental payments.

15. **INDEMNIFICATION:** *The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the Premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in*

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connection with the Lessee's use and occupancy or care, custody and control of the Premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

16. **BANKRUPTCY - INSOLVENCY:** The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

17. **SUBORDINATION AND ATTORNMENT:** Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

18. **MISCELLANEOUS TERMS:**

I. Usage by Lessee: Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

II. Signs: Lessee shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Lessor's prior written consent and the approval of the Franklin Town. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor

(Handwritten initials)

may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

- III. **Pets:** Unless otherwise stated in this Lease Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.
- IV. **Condition of Premises/Inspection by Lessee:** The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.
- V. **Right of Entry:** It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

19. **ESTOPPEL CERTIFICATE:** Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

20. **HOLDOVER:** Should Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

21. **WAIVER:** Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

22. **GOVERNING LAW:** This Lease shall be governed by the laws of the State of Massachusetts.

23. **NOTICES:** Payments and notices shall be addressed to the following:

Lessor,
JESUS RUELAS
80 Ellery Street
Wrentham, MA 02093

572

Lessee,
AVOCADO INC.
705 West 7th Avenue
Ste A-3
Spokane, WA 99204

David F. Brambilla
42 Allan Ave.
Sudbury, MA 01776

Jorge Moreno
11 Haskel Ln.
Marlborough, MA 01257

24. **AMENDMENT:** No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

25. **BINDING EFFECT:** This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this ____ day of _____, 2019.

Lessee's Signatures,


AVOCADO INC.


DAVID BRAMBRILLA


JORGE MORENO

Lessor's Signature,


JESUS RUELAS

D

M
Examiner

HG
SKL

Name
Approved

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION (General Laws, Chapter 156B)

ARTICLE I

The exact name of the corporation is: **01241523**

Avocado, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

1. To carry on the business of a restaurant and tavern serving food and liquor to the general public including the transaction of all business related to restaurant operations, to advertise, promote and contract for the benefit of the corporation and its subsidiaries doing business under the name of the corporation or any other name.
2. To borrow and loan money, to purchase real and personal property, to convey, sell, mortgage and/or lease real estate.
3. To perform each and every thing necessary, suitable, and proper for the accomplishment of any of the purposes or objectives enunciated herein or which at any time are conducive to or expedient for the benefit of the corporation.
4. Generally, to carry on any lawful business or other activities as conferred upon corporations organized under the provisions of M.G.L. c. 156B as from time to time amended.

See Continuation Sheet 2B:

C
P
M
R.A.

7
P.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock which the corporation is authorized to issue.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:	1,000	Common:		
Preferred:		Preferred:		

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

N/A

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

See attached

ARTICLE VI

**Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

See attached

***If there are no provisions state "None".*

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

Continuation sheet 2B:

To purchase, hold, sell, and transfer the shares of its own capital stock or any other security issued by it, provided, (1) it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital, unless otherwise permitted by law; (2) such purchase, sale or transfer is not otherwise prohibited by law; and (3) shares of its own capital stock belonging to it shall not be voted on directly or indirectly.

To have one or more offices and to carry on any and all of its operations and business in any of the states, districts, or territories of the United States, in the Provinces of Canada, and in any and all foreign countries, subject to the laws of such state, district, territory, province or country.

To do or cause to have done any and all such acts and things as may be necessary, desirable, convenient, or incidental to the consummation or accomplishment of any or all of the foregoing purposes.

In general, to carry on and or all of the business of the corporation as principal, agent, or contractor, and to carry on any other businesses incidental to and in connection with the foregoing and to have and exercise all the powers conferred by the laws of the Commonwealth of Massachusetts upon the corporations formed under the General Laws of Massachusetts, and to do any or all of the things hereinbefore set forth to the same extent a natural person might or could do.

To carry on any business or other activity which may be lawfully carried on by a corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts, whether or not related to those referred to in the foregoing paragraphs.

The purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no way limited or restricted by reference to or inference from, the terms of any other clause, but the objects and powers specified in the foregoing clauses of this article shall be regarded as independent purposes.

The restrictions imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

Any stockholder, including the heirs, assigns, executors or administrators of a deceased stockholder, desiring to sell or transfer such stock owned by him or them, shall first offer it to the Corporation through the Board of Directors, in the manner following:

Continuation Sheet 5:

In the event any stockholder desires to sell or transfer his shares of stock in the Corporation he shall notify the Directors of his desire to sell or transfer by notice in writing, which notice shall contain the price at which he is willing to sell or transfer and the name of one arbitrator. The Directors shall within thirty (30) days thereafter either accept the offer, or by notice to him in writing, name a second arbitrator, and these two shall name a third. It shall then be the duty of the arbitrators to ascertain the value of the stock and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator.

After the acceptance of the offer, or the report of the arbitrators as to the value of the stock, the Directors shall have thirty (30) days within which to purchase the same at such valuation but if at the expiration of thirty (30) days, the Corporation shall not have exercised the right so to purchase, the owner of the stock shall be at liberty to dispose of the same in any manner he may see fit.

No shares of stock shall be sold or transferred on the books of the Corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive the requirement.

Continuation Sheet 6A:

Meetings of the stockholders of the corporation may be held anywhere in the United States of America.

The corporation may be a partner, to the maximum extent permitted by law.

The directors may make, amend or repeal the By-Laws in whole or in part, except with respect to any provisions thereof which by law or by the By-Laws requires action by the stockholders.

The affairs of the corporation shall not be governed by principles of partnership law or fiduciary obligations between and among stockholders of close corporation, except as they may be applicable generally to all corporations organized under Chapter 156B of the Massachusetts General Laws. The corporation may purchase or otherwise acquire shares of its capital stock from one or more stockholders and may issue, sell or otherwise transfer shares to one or more persons without purchasing or otherwise acquiring shares from or issuing, selling, or otherwise transferring shares to any other persons.

The directors shall have the power to fix from time to time their compensation. No person shall be disqualified from holding any office by reason of any interest. In the absence of fraud, any director, officer or stockholder of the corporation individually, or any individual having any interest in any concern which is a stockholder of this corporation, or any or any concern in which any such directors, officers, stockholders or individuals have any interest, may be a party to, or may be pecuniary or otherwise interested in, any contract, transaction or other act of this corporation, and

- (1) such contract, transaction or act shall not be in any invalidated or otherwise affected by that fact;
- (2) no such director, officer, stockholder or individual shall be liable to account to this corporation for any profit or benefit realized through any such contract, transaction or act; and
- (3) any such director of this corporation may be counted in determining the existence of a quorum at any meeting of the directors of any committee thereof which shall authorize such contract, transaction or act, and may vote and authorize same.

the term "interest" including any personal interest and interest as a director, officer, stockholder, shareholder, trustee, member or beneficiary of any concern; and

the term "concern" meaning any corporation, association, trust, partnership, firm, person, or other entity other than this corporation.

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

- a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is:
25 Main Street, Franklin, MA 02038
Units 2A & 3A
- b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	David Brambila	694-698 Boston Post Road,	Sudbury, MA 01776
Treasurer:	David Brambila	694-698 Boston Post Road,	Sudbury, MA 01776
Clerk:	Jorge Moreno	694-698 Boston Post Road,	Sudbury, MA 01776
Directors:	David Brambila	694-698 Boston Post Road,	Sudbury, MA 01776
	David Lopez	17413 Grayland Ave.,	Artecia, California 90701
	Jorge Moreno	694-698 Boston Post Road,	Sudbury, MA 01776

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of:

December

d. The name and business address of the resident agent, if any, of the corporation is:

Nicholas A. Felici, 127 Cambridge St., Burlington, MA 01803

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 25th day of October 2001 axx

Nicholas A. Felici
127 Cambridge St., Burlington, MA 01803

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

767917

3081

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION
(General Laws, Chapter 156B)

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 300.00 having been paid, said articles are deemed to have been filed with me this 26th day of OCTOBER 2001.

SECRETARY OF THE
COMMONWEALTH
CORPORATION DIVISION
01 OCT 26 AM 10:4

Effective date: _____



WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

FILING FEE: One tenth of one percent of the total authorized capital stock, but not less than \$200.00. For the purpose of filing, shares of stock with a par value less than \$1.00, or no par stock, shall be deemed to have a par value of \$1.00 per share.

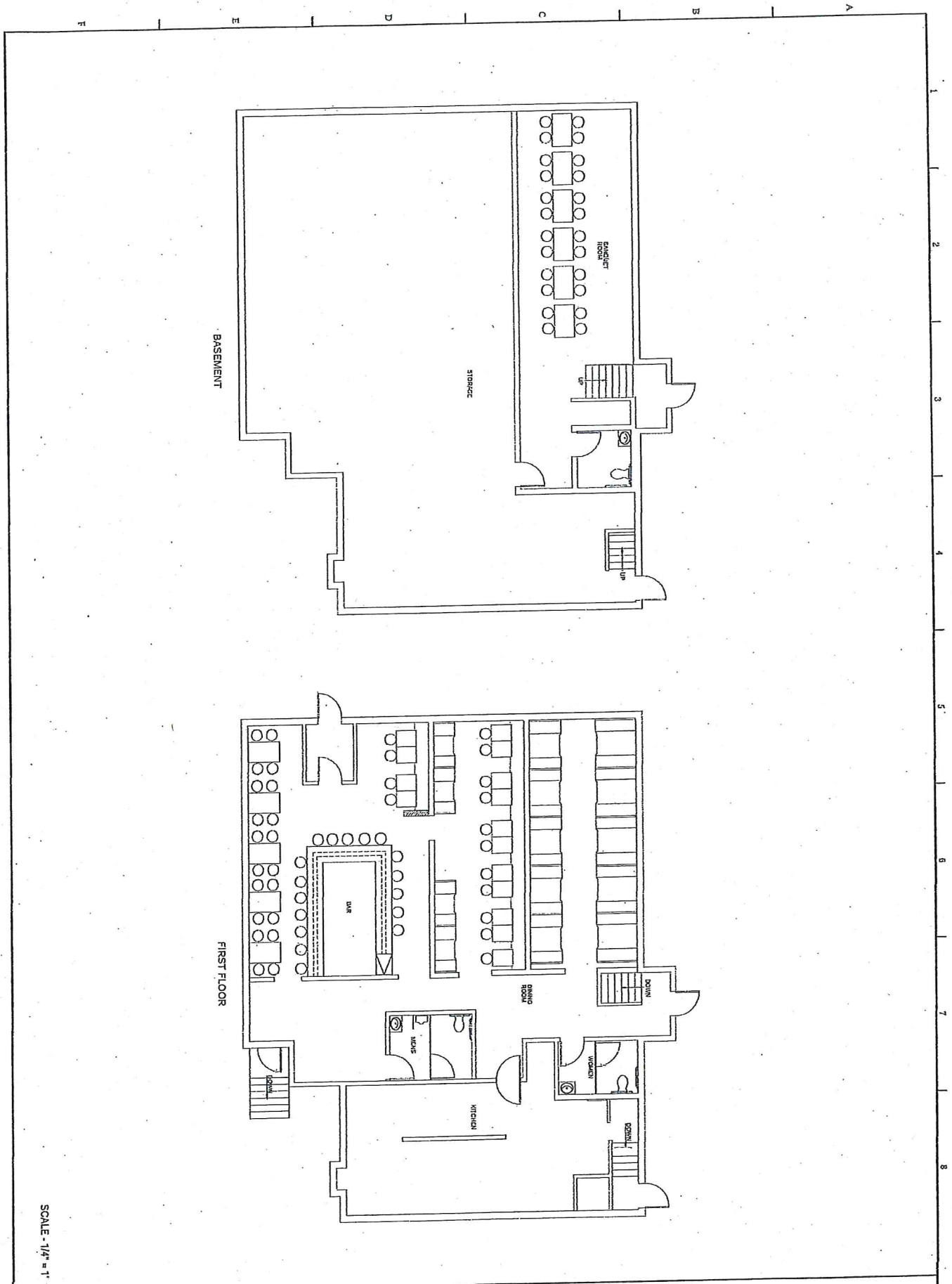
TO BE FILLED IN BY CORPORATION
Photocopy of document to be sent to:

Nicholas A. Felici, Esq.

127 Cambridge Street

Burlington, MA 01803

Telephone: _____



BASEMENT

FIRST FLOOR

SCALE - 1/4" = 1'

MEXICALI GRILL
 371 UNION STREET
 FRANKLIN, MA
 FOOD SERVICE EQUIPMENT

Symbol	Description
[Symbol]	REPTIC EQUIPMENT
[Symbol]	REPTIC EQUIPMENT
[Symbol]	REPTIC EQUIPMENT
[Symbol]	REPTIC EQUIPMENT
[Symbol]	REPTIC EQUIPMENT

CROMWELL CONSULTING, INC.
 27 Oak Street, Suite 5, Springfield, MA 01107
 Phone (413) 731-1100 Fax (413) 731-1101

THIS DOCUMENT INCLUDING THE IDEAS AND DESIGNS INCORPORATED HEREIN ARE THE PROPERTY OF CROMWELL CONSULTING, INC. AND SHALL NOT BE USED IN WHOLE OR PART WITHOUT WRITTEN NOTICE FROM CROMWELL CONSULTING, INC.



License Transactions:

New Farmer Series Pouring Permit - Farmer Distillery

Applicant: GlenPharmer Distillery, LLC d/b/a GlenPharmer Distillery

The applicant is seeking a New Farmer Series Pouring Permit for a Farmer-Distillery, to be located at 860 West Central Street, Franklin, MA 02038.

All Departments have signed off on this application.

MOTION to approve the request by GlenPharmer Distillery LLC, d/b/a GlenPharmer Distillery for a New Farmer Series Pouring Permit for a Farmer-Distillery.

DATED: _____, 2019

VOTED:

UNANIMOUS: _____

YES: _____ **NO:** _____

ABSTAIN: _____

ABSENT: _____

RECUSED: _____

A True Record Attest:

Teresa M. Burr, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

**NOTICE OF PUBLIC HEARING
FRANKLIN, MA**

**New Farmer Series Pouring Permit for a Farmer-Distillery –
GlenPharmer Distillery LLC d/b/a GlenPharmer Distillery**

The Franklin Town Council will hold a Public Hearing on an application by GlenPharmer Distillery, LLC d/b/a GlenPharmer Distillery, located at 860 West Central Street, Franklin, MA for a New Farmer Series Pouring Permit for a Farmer-Distillery. The hearing will be held on Wednesday, December 18, 2019 at 7:10 PM in the Council Chambers, second floor of the Municipal Building, 355 East Central Street, Franklin, MA. Information on this application may be obtained in the Town Administrator's Office.

McDERMOTT
QUILTY &
MILLER LLP

December 4, 2019

Via Federal Express Overnight Delivery

Town Administrator's Office
TOWN OF FRANKLIN
355 East Central Street, 3rd Floor
Franklin, MA 02038
Attn: Chrissy Whelton, Assistant to the Town Administrator

**RE: Application for a New Farmer Series Pouring Permit for a Farmer-Distillery
GlenPharmer Distillery, LLC d/b/a GlenPharmer Distillery
860 West Central Street, Franklin, MA 02038**

Dear Ms. Whelton:

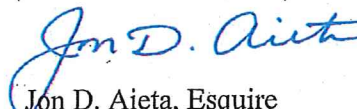
Enclosed please find the following documents in connection with GlenPharmer Distillery, LLC's application for a New Farmer Series Pouring Permit for a Farmer-Distillery to be exercised at 860 West Central Street, Franklin, MA 02038:

1. Monetary Transmittal Form & ABCC Proof of Payment;
2. Application for a New License with Applicant's Statement;
3. ABCC CORI Request Forms;
4. Proof of Citizenship;
5. Corporate Vote;
6. Business Entity Summary;
7. Floor Plans;
8. Lease Agreement;
9. Entertainment Application; and
10. Copy of Farmer-Distillery License.

Kindly assign this matter for hearing on **Wednesday, December 18, 2019** before the Town Council.

Thank you for your attention to and courtesy in this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,



Jon D. Aieta, Esquire
jaieta@mqmllp.com

JDA/ks

**Monetary Transmittal Form &
ABCC Proof of Payment**



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|--|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other <input type="text"/> | | <input type="checkbox"/> Change of DBA |

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

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #:

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	GlenPharmer Distillery LLC	\$200.00
		\$200.00

Total Convenience Fee: **\$4.70**

Date Paid: **12/4/2019 1:47:44 PM EDT**

Total Amount Paid: **\$204.70**

Payment On Behalf Of

License Number or Business Name:
GlenPharmer Distillery, LLC

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Patrick

Last Name:
Downing

Address:

City:

State:

Zip Code:

Email Address:

**Application for a New License with
Applicant's Statement**



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-19E(o)"/>	<input type="text" value="Farmer Series Pouring Permit"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Is this license application pursuant to special legislation? Yes No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name FEIN

DBA Manager of Record

Street Address

Phone Email

Alternative Phone Website

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Square Footage: <input type="text" value="± 3,597"/>	Number of Entrances: <input type="text" value="1"/>	Seating Capacity: <input type="text" value="72 (+28 outside)"/>
Number of Floors: <input type="text" value="1"/>	Number of Exits: <input type="text" value="3"/>	Occupancy Number: <input type="text" value="TBD"/>

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name: Phone:

Title: Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	<input type="text" value="LLC"/>	Date of Incorporation	<input type="text" value="10/23/2018"/>
State of Incorporation	<input type="text" value="Massachusetts"/>	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Patrick F. Downing"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Manager & Member"/>	<input type="text" value="97%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Timothy M. Downing"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Member"/>	<input type="text" value="3%"/>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY
 Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

MANAGEMENT AGREEMENT
 Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement. Yes No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Patrick F. Downing	\$19E	Farmer-Distillery	Franklin
Timothy M. Downing	\$19E	Farmer-Distillery	Franklin

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
N/A	N/A	N/A	N/A

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation
N/A	N/A	N/A	N/A

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	\$0.00
B. Purchase Price for Business Assets	\$0.00
C. Other * (Please specify below)	\$0.00
D. Total Cost	\$0.00

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial Institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
N/A	N/A
Total:	N/A

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
N/A	N/A	N/A	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

N/A - Application for a New Farmer Series Pouring Permit for a Farmer-Distillery.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* Yes No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition
N/A	N/A	N/A	N/A

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
08/2017	08/2018	CEO	Citywide Pharmacy	N/A
09/2014	03/2017	President & CEO	Partners Pharmacy	N/A
06/2013	09/2014	President & CEO	OrionRx	N/A
06/2012	01/1986	President, Northeast Division	Omnicare	N/A

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
N/A	N/A	N/A	N/A	N/A

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

APPLICANT'S STATEMENT

I, Patrick F. Downing the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of GlenPharmer Distillery, LLC
Name of the Entity/Corporation

hereby submit this application (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 statements 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 are in compliance with state and local laws and regulations;
- (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 ownership 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.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: Patrick F. Downing

Date: 11/19/19

Title: LLC Manager

PATRICK F. DOWNING

20 Cranberry Drive
Franklin, MA 02038

EXECUTIVE SUMMARY

An executive and operations leader with over 25 years experience with full P&L responsibilities and a proven track record for driving sales, market share, and profitability. An analytical thinker with a strong aptitude for problem solving, streamlining operations, and maximizing productivity. A creative and resourceful decision maker with a talent for making rapid assessments of complex situations, developing detailed action plans and managing to desired results. An inherent entrepreneur with strong leadership, strategic planning and team-building skills. An experienced communicator with the proven skills to promote customer development and retention, optimal employee performance, and a positive corporate culture.

AREAS OF EXPERTISE

- ✓ P&L / Budget Management
- ✓ Customer / Relationship Management
- ✓ Organic Sales and Business Development
- ✓ Strategic Planning
- ✓ Operations Management
- ✓ Leadership and Staff Development
- ✓ Change Management
- ✓ Negotiations

EXPERIENCE

Aug 2017 – Aug 2018 **Citywide Pharmacy, LLC** **\$42 Million / 70 employees** **Brooklyn, NY**

CEO

- Created and executed an accelerated 12 month turnaround plan
- Restored profitability and achieved 119% growth in revenue in same 12 month period
- Led company through a sale to a competitor, allowing ownership to maximize return

Sep 2014 – Mar 2017 **Partners Pharmacy Services, LLC** **\$300 Million / 850 employees** **Springfield, NJ**

President and CEO

- Hired as COO and was promoted to CEO after 6 months
- Drove turn-around efforts including recruiting a new senior management team, streamlining operations, and divesting unprofitable business
- Managed company to overcome a \$19 million loss, restoring profitability and positioning company to achieve future success
- Improved gross margin by nearly 4% through re-contracting and purchasing optimization
- Reduced operating expenses by more than 15% through process and payroll efficiencies
- Expanded sales team and revamped sales process resulting in 20% organic growth
- Promoted a positive organizational culture by implementing a multi-faceted employee engagement program
- Acquired and seamlessly integrated a regional competitor with 98% retention of customers
- Strategically acquired an automated dispensing technology company, serving as President

Jun 2013 – Sep 2014 **OrionRx, LLC** **\$45 Million / 75 employees** **Louisville, KY**

President and CEO

- Brought in as COO to initiate turn-around and promoted to CEO after 6 months
- Stabilized operations, stopped customer exodus, restored profitability
- Positioned company for sale to satisfy shareholder objectives

EXPERIENCE

Sep 2012 – Jun 2013	Catalyst Healthcare, LTD	\$3 Million / 20 employees	Kelowna, BC
	<i>President and COO</i>		
	<ul style="list-style-type: none">• Managed this start-up technology company to successfully secure Series B funding• Transitioned company from the start-up/development stage to its operational stage Worked with the CEO and Board to create the strategic vision for the company and then translated that vision operationally		
Feb 2004 – Jun 2012	Omnicare, Inc.	\$6.2 Billion / 10,000 employees	Covington, KY
	<i>President, Northeast Division (2010-2012) of Fortune 500, Public Company</i>		
	<ul style="list-style-type: none">• Responsible for overall leadership and financial performance of one of the largest divisions (including Canada) with annual revenues in excess of \$1.3 billion and 2,300 employees• Achieved nearly 15% profitability across entire division• Served as company's Board Member to Sigma Care, an industry leading electronic medical record (eMR) software platform		
	<i>Regional Vice President, Northeast (2005-2010)</i>		
	<ul style="list-style-type: none">• Responsible for overall leadership and financial performance of the New England region with annual revenues in excess of \$600 million• Implemented best practices and standardization across the region resulting in significant efficiencies and company-leading double-digit profitability• Achieved greater than 50% market share in each state• Successfully completed consolidations of four sites and the regional integration of a large national competitor, following its acquisition• Assumed responsibility for New Jersey in 2007, and successfully implemented a comprehensive turn-around plan		
	<i>Executive Director of McClelland Health Systems and Value Pharmacy (2004-2005)</i>		
May 1990 – Feb 2004	McClelland Health Systems	\$21 million / 50 employees	West Springfield, MA
	<i>President and CEO / Owner</i>		
	<ul style="list-style-type: none">• Served as Vice President of Operations from 1990-1993• Starting with a retail pharmacy, launched a medical equipment and respiratory company and an institutional pharmacy serving home-infusion and long-term care markets• Achieved a compounded annual growth rate of nearly 25% over an eleven year period• Sold the three businesses to national providers in their respective market		

Patrick F. Downing (continued)

EDUCATION

Columbia University, Graduate School of Business - New York, NY 2003

- Master of Business Administration

Purdue University – West Lafayette, IN 1990

- Bachelor of Science in Pharmacy

INTERESTS

Music, Travel, Golf, Skiing, Scuba Diving

Corporate Vote

CORPORATE VOTE

The Board of Directors or LLC Managers of Entity Name
duly voted to apply to the Licensing Authority of City/Town and the
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Date of Meeting

For the following transactions (Check all that apply):

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/Directors/LLC Managers
- Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

"VOTED: To authorize Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Name of Liquor License Manager

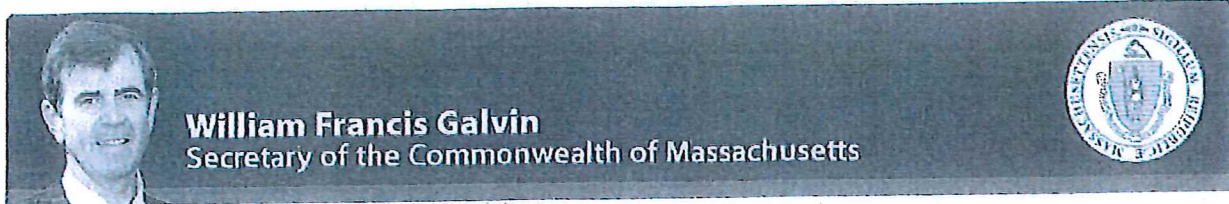
as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,


Corporate Officer /LLC Manager Signature

Patrick F. Downing
(Print Name)

Business Entity Summary



Corporations Division

Business Entity Summary

ID Number:

[Request certificate](#)

[New search](#)

Summary for: **GLENPHARMER DISTILLERY, LLC**

The exact name of the Domestic Limited Liability Company (LLC): GLENPHARMER DISTILLERY, LLC		
Entity type: Domestic Limited Liability Company (LLC)		
Identification Number:		
Date of Organization in Massachusetts: 10-23-2018		
Last date certain:		
The location or address where the records are maintained (A PO box is not a valid location or address):		
Address: 860 WEST CENTRAL STREET		
City or town, State, Zip code, FRANKLIN, MA 02038 USA		
Country:		
The name and address of the Resident Agent:		
Name: PATRICK F. DOWNING		
Address: 860 WEST CENTRAL STREET		
City or town, State, Zip code, FRANKLIN, MA 02038 USA		
Country:		
The name and business address of each Manager:		
Title	Individual name	Address
MANAGER	PATRICK F. DOWNING	860 WEST CENTRAL STREET FRANKLIN, MA 02038 USA
In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:		
Title	Individual name	Address
SOC SIGNATORY	PATRICK F. DOWNING	860 WEST CENTRAL STREET FRANKLIN, MA 02038 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	PATRICK F. DOWNING	860 WEST CENTRAL STREET FRANKLIN, MA 02038 USA
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Consent **Confidential Data** **Merger Allowed** **Manufacturing**

View filings for this business entity:

- ALL FILINGS
- Annual Report
- Annual Report - Professional
- Articles of Entity Conversion
- Certificate of Amendment
- Certificate of Cancellation

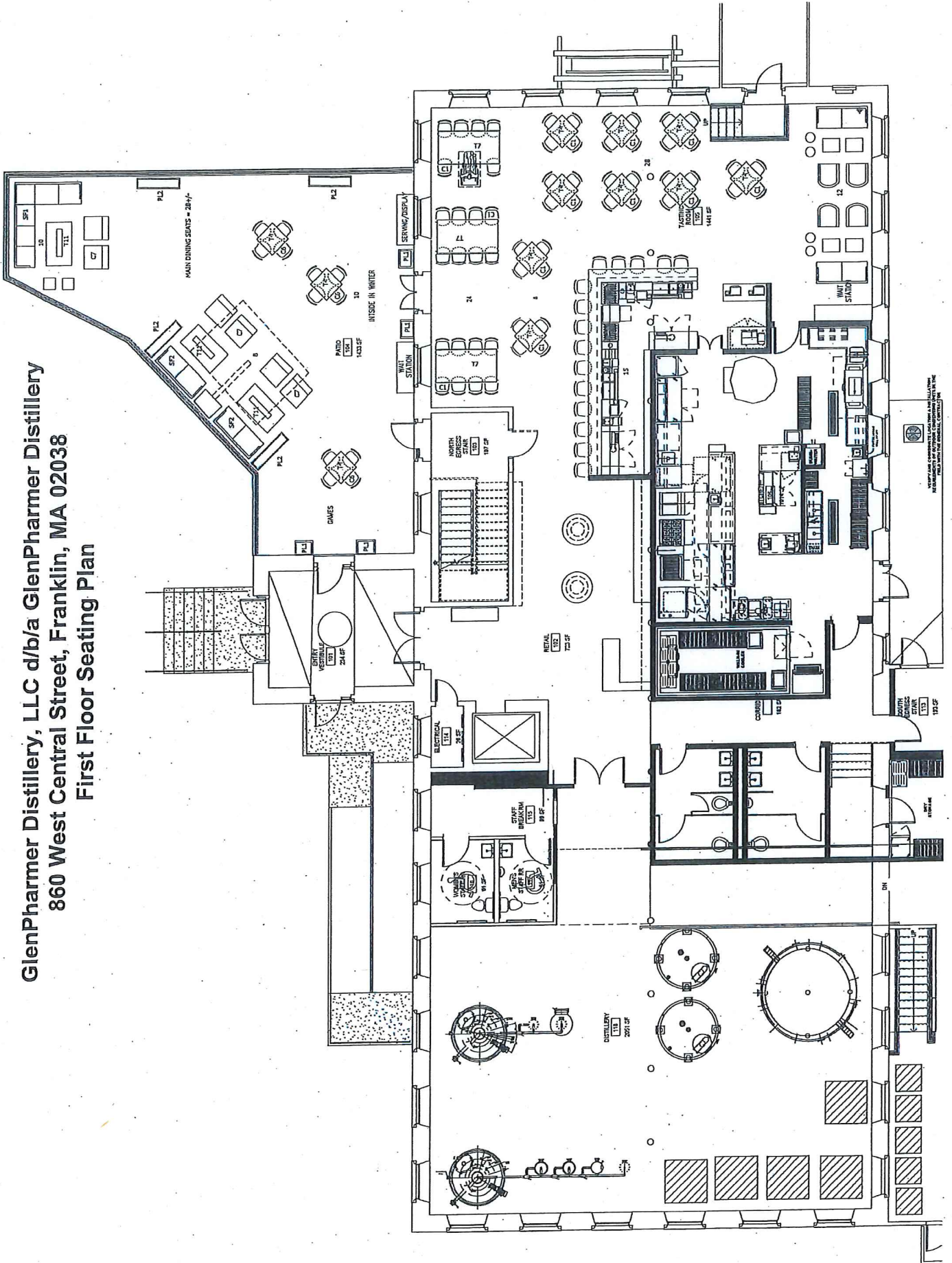
[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

Floor Plans

GlenPharmer Distillery, LLC d/b/a GlenPharmer Distillery
860 West Central Street, Franklin, MA 02038
First Floor Seating Plan



NOT TO SCALE
 ALL DIMENSIONS ARE IN FEET AND INCHES
 DRAWN BY: [Signature]

Lease Agreement

COMMERCIAL LEASE

1. PARTIES: Brookdale Mill Realty, LLC, LESSOR, a Massachusetts limited liability company, with a principal address of 860 West Central Street, Franklin, MA 02039, does hereby lease to GlenPharmer Distillery, LLC, LESSEE, which expression shall include its successors and assigns where the context so admits, and the LESSEE hereby leases the following described premises:
2. PREMISES: 860 West Central Street, Franklin, Massachusetts, described as follows: the land and improvements thereon located at 860 West Central Street in Franklin, MA; known as Brookdale Mill and described in Certificate No 16710 filed with the Norfolk Registry District of the Land Court, including but not limited to approximately 7,600 square feet on the first (main) floor (includes back stairwell), and approximately 8,700 square feet of the basement level, but specifically excluding approximately 1,000 square feet of kitchen space on the first floor. Additional 3,000 square feet of storage space on the second floor.
3. TERM: The term of this lease shall be for five (5) years commencing on February 1, 2019 and ending on January 31, 2024. LESSEE shall have the option to extend this lease for one (1) additional period of five (5) years. This option for the LESSEE shall be automatically exercised unless LESSEE sends written notice to LESSOR six (6) months prior to the expiration of the original term.
4. RENT: The LESSEE shall pay to the LESSOR rent in the amount of Twenty Thousand and 00/100 (\$20,000.00) Dollars per month.
5. TAXES/RENT ADJUSTMENT: The LESSEE shall pay to the LESSOR as additional rent the real estate taxes and any increase in real estate taxes levied against the land and building, of which the leased premises are a part. The LESSEE shall make payment within thirty (30) days of written notice from the LESSOR that such operating expenses, or increased taxes, are payable by the LESSOR.
6. UTILITIES: The LESSOR shall provide and LESSEE shall pay for all electricity and other utilities, water and sewer use charges.
7. USE OF LEASED PREMISES: The LESSEE shall use the leased premises for the purposes of a distillery, including but not limited to manufacturing, bottling and sales of distilled spirits, on-site consumption of food, private events and parties, and other use permitted by a distillery license holder pursuant to the applicable state and federal regulations.
8. COMPLIANCE WITH LAWS: The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated.

9. FIRE INSURANCE: The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE'S use of the premises.
10. MAINTENANCE OF PREMISES: The LESSEE shall pay all costs associated with the non-structural upkeep of the leased premises, including snow removal, landscaping and upkeep of the facade of the leased premises. The LESSEE agrees to maintain the leased premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. It is understood and agreed that the LESSOR is not responsible for making any non-structural repairs whatsoever to the Premises, all of which LESSEE shall make. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises. LESSOR shall be responsible for the structural integrity of the building, including the walls, beams, structural ceilings and roof. All other repairs to the building or mechanical systems shall remain the responsibility of the LESSEE.
11. ALTERATIONS - ADDITIONS: The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE'S expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics= liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.
12. ASSIGNMENT - SUBLEASING: The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR'S prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.
13. SUBORDINATION: This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time

hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

14. LESSOR'S ACCESS: The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.
15. INDEMNIFICATION AND LIABILITY: The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be LESSEE'S responsibility.
16. LESSEE'S LIABILITY INSURANCE: The LESSEE shall maintain with respect to the leased premises and the property, of which the leased premises are a part, comprehensive public liability insurance in the amount of Five Hundred Thousand (\$500,000.00) Dollars with property damage insurance in limits of One Hundred Thousand (\$100,000.00) Dollars in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured named therein.
17. LIQUOR LIABILITY INSURANCE: The LESSEE shall maintain with respect to the lease premises and the property, of which the lease premises are a part, a liquor legal liability insurance policy for bodily injury or death in the amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars on account of injury to or death of one (1) person, and Five Hundred Thousand (\$500,000.00) Dollars on account of any one (1) accident resulting in injury to or death of more than one (1) person.
18. FIRE, CASUALTY - EMINENT DOMAIN: Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made,

and the LESSEE may elect to terminate this lease if:

- a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
- b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty, or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE'S fixtures, property, or equipment.

19. DEFAULT AND BANKRUPTCY: In the event that:

- a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- b) The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE'S property for the benefit of creditors,

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of six (6) percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

20. NOTICE: Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or, if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent and notices shall be paid and sent to the LESSOR at 860 West Central Street, Franklin, MA 02038.
21. SURRENDER: The LESSEE shall at the expiration or other termination of this lease remove all LESSEE'S goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of LESSEE'S property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE'S expense, or to retain same under LESSOR'S control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.
22. OTHER PROVISIONS: This Lease shall be governed by the law of Massachusetts and shall be deemed to have been made, executed, delivered and accepted by the respective parties in that state.

If any term or provision of this Lease, or the application thereof to any person or circumstances is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

The terms and conditions in this Lease shall apply to and be binding upon the parties herein and their respective successors and assigns except as expressly otherwise provided.

This Lease and any and all exhibits and riders attached hereto and made a part of this Lease constitute the entire agreement of the parties concerning this Lease, and any and all other or prior agreements, representations or warranties are hereby terminated, canceled and

agreed to be void and of no force or effect. No change, amendment, deletion or addition to this Lease shall be effective unless in writing and signed by the parties.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and common seals this 19th day of January, 2019.

LESSOR:

BROOKDALE MILL REALTY, LLC

LESSEE:

GLENPHARMER DISTILLERY, LLC

Farmer-Distillery License



Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

FARMER-DISTILLERY LICENSE

M.G.L. c. 138, § 19E

This Farmer-Distillery License authorizes the following licensee to manufacture, and keep and expose for sale and to sell, distilled spirits:

GlenPharmer Distillery, LLC DBA : GlenPharmer Distillery

860 West Central Street
Franklin, MA 02038

Approved by the Alcoholic Beverages Control Commission on May 06, 2019.

Jean M. Lorizio
Jean Lorizio, Chairman

Elizabeth A. Lashway
Elizabeth Lashway, Commissioner

Kathleen McNally
Kathleen McNally, Commissioner

License Number:

Record Number:

Capacity: 5K Gallons or Less

THIS LICENSE WILL EXPIRE DECEMBER 31, 2019 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS PLACE WHERE IT CAN BE EASILY READ



Sponsor: Administration

2020 Annual Alcoholic Beverages Licenses Renewal

All establishments but one have passed inspections by the Building Department, Board of Health and Fire Department. We have noted those establishments as well as those establishments that have fees or taxes due to the town.

MOTION to approve the renewal of alcoholic beverages licenses listed on the attached Renewal List for the year 2020 with the issuance of licenses that have inspections, fees or taxes outstanding to be withheld (physically held in the Town Administrator's Office) until all items are resolved.

DATED: _____, 2019

VOTED:

UNANIMOUS: _____

YES: _____ **NO:** _____

ABSTAIN: _____

ABSENT: _____

RECUSED: _____

A True Record Attest:

Teresa M. Burr, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

2020 TOWN OF FRANKLIN ALCOHOL LICENSES RENEWALS

License #	DBA	LOCATION	Outstanding	Passed Inspection	Recommended Approval
88909-PK-0430	7 Eleven	664 Union Street	Admin Forms & Fees	Y	Y
00063-RS-0430	99 Restaurant	947A West Central St		Y	Y
00012-RS-0430	Acapulco's	13-25 Main Street		Y	Y
00068-RS-0430	The Alumni Restaurant	391 East Central Street		Y	Y
00065-RS-0430	Bamboo House	2 Main Street		Y	Y
89070-PK-0430	BJ's Wholesale	100 Corporate Drive		Y	Y
00071-RS-0430	British Beer Company	280 Franklin Village Drive		Y	Y
00059-PK-0430	Devita's Market	198 East Central Street		Y	Y
00038-PK-0430	Ferrara's Market	20 W. Central Street		Y	Y
00057-RS-0430	Franklin Country Club	672 East Central Street		Y	Y
00032-PK-0430	Franklin Liquors	333 East Central Street		Y	Y
00016-CL-0430	Franklin Elks BPOE 2136	1077 Pond Street		Y	Y
04745-GP-0430	Franklin Performing Arts Company, Inc.	15 West Central Street		Y	Y
00049-RS-0430	Hang Tai Restaurant	26-30 East Central St		Y	Y
00073-RS-0430	Ichigo Ichie	837 West Central Street		Y	Y
00020-RS-0430	Jimmy D's LLC	338 Union Street	RE	Y	Y
00066-RS-0430	King Street Café & Deli	390 King Street		Y	Y
03580-PP-0430	La Cantina Winery	355-357 Union Street		HOLD	Y
89669-PK-0430	Lincoln Street Market	465 Lincoln Street		Y	Y
89068-PK-0430	J.B.'s Liquor World	365 W. Central Street		Y	Y

2020 TOWN OF FRANKLIN ALCOHOL LICENSES RENEWALS

00056-RS-0430	Longhorn Steakhouse	250 Franklin Village Drive		Y	Y
00070-RS-0430	Maguro House	2 East Central Street		Y	Y
00046-RS-0430	MapleGate Country Club	160 Maple Gate, Bellingha	PP & Admin Fees	Y	Y
00035-PK-0430	Ouzo Corporation	660 W. Central Street		Y	Y
00054-RS-0430	Pepper Terrace Restaurant	400 Franklin Village Drive		Y	Y
00060-PK-0430	Pour Richards Wine & Spirits	14 Grove St		Y	Y
00075-HT-0430	Residence Inn	4 Forge Parkway		Y	Y
00005-RS-0430	Rome Restaurant	4 East Central Street		Y	Y
04360-RS-0430	Santa Fe Burrito Grill	28 West Central Street		Y	Y
00033-PK-0430	Shaws Supermarket	255 East Central Street		Y	Y
00069-RS-0430	Spruce Pond Creamery	370 King Street		Y	Y
00079-PK-0430	Table & Vine, Inc.	348 East Central Street		Y	Y
02702-RS-0430	Teddy Gallagher's Pub	30 Main Street	PP	Y	Y
05288-RS-0430	The Chateau	466 King Street		Y	Y
00072-RS-0430	The Curry House	418 West Central Street		Y	Y
00027-9K-0430	Three	461 W. Central Street		Y	Y
00034-PK-0430	Union Street Wines & Liquors, Inc.	317 Union Street		Y	Y
00028-RS-0430	Uptowne Pub	5-7 W. Central Street		Y	Y
00030-PK-0430	Village Mall Liquors	60 Franklin Village Drive		Y	Y

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



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

OFFICE OF THE TOWN ADMINISTRATOR

Memorandum

December 13, 2019

To: Town Council

From: Jamie Hellen, Town Administrator

Re: Plastic Bag Waste Reduction Discussion

The Council will have a discussion tonight on how to proceed with Plastic Bag Reduction proposals. There is no legislation for action on tonight's agenda, but rather a discussion on how to proceed from the full body.

At its December 4th, 2019 meeting, the Economic Development Subcommittee (EDC) moved a bylaw proposal, by a vote of 3-1, to the Council for discussion. I have attached a draft of the bylaw that was brought forth by various High School students three years ago and was vetted by the Town Attorney at the time. This is the current bylaw legislation the EDC voted to bring forward to the Council, notably the one change from the proposal three years ago is the title of the legislation to make it similar to the various state legislative proposals that have been filed for many years. This proposal can be amended by the Council through the regular local legislative process.

A second proposal that was discussed at the EDC meeting was to put a resolution of support for the state to fully enact a plastic bag reduction plan in front of the Council in order to show the Town's support, but also recognizing the many cities and towns have adopted different local bylaws, which has been confusing and frustrating for many of the retailer-related associations across the state. This concept discussed at the EDC meeting also recognizes the state Senate recently passed a statewide law on November 20th to ban plastic bags across Massachusetts. I have included a copy of that Senate 2410 in this packet.

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

SENATE No. 2410

The Commonwealth of Massachusetts

In the One Hundred and Ninety-First General Court
(2019-2020)

SENATE, November 18, 2019.

The committee on Senate Ways and Means to whom was referred the Senate Bill protecting the natural resources of the commonwealth (Senate, No. 459), - reported, in part, a "Bill relative to plastic bag reduction" (Senate, No. 2410). [Senators Fattman and Humason dissenting.]

For the committee,
Michael J. Rodrigues

FILED ON: 11/18/2019

SENATE No. 2410

The Commonwealth of Massachusetts

In the One Hundred and Ninety-First General Court
(2019-2020)

An Act relative to plastic bag reduction.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. The General Laws are hereby amended by inserting after chapter 21O the following chapter:-

CHAPTER 21P.

PLASTIC BAG REDUCTION.

Section 1. As used in this chapter, the following words shall have the following meanings unless the context clearly requires otherwise:

“Commissioner”, the commissioner of revenue.

“Department”, the department of environmental protection.

“Person”, an individual, partnership, trust, association, corporation, society, club, institution, organization or other entity.

“Postconsumer recycled material”, material used in a recycled paper bag that would otherwise be destined for solid waste disposal, having completed its intended end use and product life cycle, and that does not comprise any material or byproduct generated from, and commonly reused within, an original manufacturing and fabrication process.

“Recycled paper bag”, a paper bag that (i) is 100 per cent recyclable; (ii) contains either: (A) a minimum of 40 per cent postconsumer recycled materials; or (B) if not more than a so-called 8 pound paper bag, not less than 20 per cent postconsumer recycled material; and (iii) displays on the outside of the bag the words “100% Recyclable” and either : (A) “40% postconsumer recycled content”; or (B) such other per cent of postconsumer recycled material established by department regulation.

“Retail establishment”, a store or premises in which a person is engaged in the retail business of selling or providing merchandise, goods, groceries, prepared take-out food and beverages for consumption off-premises or the servicing of an item, directly to customers at such store or premises, including, but not limited to, grocery stores, department stores, pharmacies, convenience stores, restaurants, coffee shops and seasonal and temporary businesses, including farmers markets and public markets; provided, however, that a “retail establishment” shall also include a food truck or other motor vehicle, mobile canteen, trailer, market pushcart or moveable roadside stand used by a person from which to engage in such business directly with customers and business establishments without a storefront, including, but not limited to, a business delivering prepared foods or other food items, web-based or catalog business or delivery services used by a retail establishment; provided further, that a “retail establishment” shall include a non-profit organization, charity or religious institution that has a retail establishment and holds itself out to the public as engaging in retail activities that are characteristic of similar type retail businesses, whether or not for profit when engaging in such activity.

“Reusable bag”, a bag that is not a single-use plastic bag with handles made of washable cloth, hemp or other fibers, fabrics or materials, or a combination thereof, designed and manufactured specifically for multiple uses.

“Serviced” or “Servicing”, a service performed to clean, repair, improve, refinish or alter an item of a customer by a person engaged in a retail business of customarily providing such services, including, but not limited to, dry cleaning and tailoring articles of clothing, jewelry repair and shoe and leather repair.

“Single-use plastic bag”, a plastic film-type bag with or without handles provided by a retail establishment to customers at its business location to carry items purchased from or serviced by the retail establishment and that is not a recycled paper bag or reusable bag.

Section 2. (a) A retail establishment shall not provide a customer with a single-use plastic bag or provide any other bag, unless specifically allowed under this chapter that is not: (i) a recycled paper bag; or (ii) a reusable bag for the customer to carry away an item purchased from or serviced by the retail establishment.

(b) Subsection (a) shall not apply to a single-use plastic bag used by a retail establishment or provided by a retail establishment to a customer for: (i) prescription medication; (ii) produce, meats, poultry, fish, bread and other food items to keep such items fresh or unsoiled; (iii) preventing frozen food items, including ice cream, from thawing; (iv) containing products or items that are saturated, wet, prone to leak or need to be immersed in a liquid; (v) containing products or items that are granular, powdery, dirty or greasy; (vi) protecting an item from damage or contamination or to protect a second item when both are carried together from the retail establishment; (vii) protecting articles of clothing on a hanger; (viii) items that contain any herbicide, pesticide, solvent, corrosive, automotive-type fluid or other chemical that can be harmful to public health, whether or not the item is prepackaged in a sealed container or bag; (ix) protecting small items from loss; (x) providing or distributing prepared foods, groceries or articles of clothing at no cost or at a substantially reduced cost by a nonprofit organization, charity or religious institution; or (xi) any item that requires the use of a certain type of bag under federal or state law.

(c) A retail establishment may make available for purchase a recycled paper bag or reusable bag; provided, however, that the price of a recycled paper bag or reusable bag shall be not less than \$0.10.

(d) A retail establishment shall be exempt from the requirements of subsections (c) and (e) if the retail establishment: (i) has not more than 3 store locations under the same ownership and each store location has less than 4,000 square feet of retail selling space and not more than 15 employees; (ii): (A) is not a food establishment under chapter 94 or any regulations promulgated pursuant to said chapter 94; or (B) provided less than 15,000 single-use plastic bags, recycled paper bags or reusable bags to consumers at the point of sale in total during the previous calendar year; and (iii) annually submits to the department an affidavit attesting that the retail establishment meets the requirements of this subsection.

Nothing in this subsection shall prohibit a retail establishment from making available for purchase a recycled paper bag or reusable bag under subsections (c).

(e) For each recycled paper bag sold, a retail establishment shall remit \$0.05 to the commissioner of revenue at the same time and in the same manner as the sales tax due to the commonwealth.

Not less than quarterly, money received by the commissioner under this section shall be distributed, credited and paid by the state treasurer upon certification of the commissioner to each city and town in proportion to the amount of the sums received from the sales of recycled paper bags sold in the city or town. Sums received by a city or town under this section shall be used for reusable bags for residents, litter prevention, recycling education and promotion, enforcement of this chapter, cleanup programs, waste reduction, beautification and community greening. If the amount of the distribution to a city or town is \$25,000 or less, the chief executive officer as defined in section 7 of chapter 4, may expend such funds for the purposes provided in this paragraph without further appropriation by the city or town.

Notwithstanding section 21 of chapter 62C, the commissioner may make available to cities and towns any information necessary for the administration of the fee collected by a retail establishment under this section including, but not limited to, a report of the amount of fees collected in the aggregate by each city or town under this section in the preceding fiscal year and the identification of each individual retail establishment collecting fees on recycled paper bag sold under this chapter.

(3) Each even-numbered year, each city and town receiving money under this subsection shall provide a report to the department on: (i) the total amount received under this subsection; and (ii) a description of expenditures made with the money received under this subsection.

(f) Nothing in this section shall prohibit a customer from bringing a clean personal bag, made or comprised of any material, to a retail establishment to carry out items purchased from or serviced by the retail establishment.

(g) A retail establishment shall not be prohibited from selling or offering for sale to customers: (i) any package containing several bags, including, but not limited to, food bags, sandwich bags, yard waste bags, garbage bags or municipal pay-as-you-throw program trash bags; (ii) any product, merchandise or good with a protective bag, a bag to hold related accessories, parts or instruction manuals or a bag used as product packaging that the retail establishment received with such item or product from the manufacturer, distributor or vendor; or (iii) any bag that is not a retail type carryout bag that is sold or offered for sale as a product or merchandise, including, but not limited to, sports bags, handbags, equipment bags, tent bags or other bags specifically designed to protect or contain a particular item.

(h) Notwithstanding subsection (c), a retail establishment that makes available for purchase a recycled paper bag at the point of sale shall not charge a fee for the bag to a customer using an electronic benefit transfer card as payment.

Section 3. (a) Each city and town shall enforce this chapter through its enforcing authority as determined under subsection (c).

(b) A retail establishment that violates this chapter shall be subject to a warning for the first violation, a civil penalty of \$50 for the second violation and a civil penalty of \$100 for a third or subsequent violation. Each day a retail establishment is in violation of this chapter shall be considered a separate violation.

Each city and town shall dispose of a civil violation under this subsection by the non-criminal method of disposition procedures contained in section 21D of chapter 40 without an enabling ordinance or bylaw.

(c) Each city and town shall designate the municipal board, department or official responsible for the local enforcement of this chapter and for the collection of money resulting from civil penalties assessed for violations of this chapter. A city or town shall retain any civil penalties collected for such violations.

Section 4. The department shall establish standards for reusable bags including, but not limited to, the minimum amount of weight, number of uses and the minimum amount of recycled material required in reusable carryout bags.

The department may through regulation: (i) increase or adjust the postconsumer recycled material percentage in a recycled paper bag; and (ii) allow a retail establishment to use other non-plastic type carryout bags that are recyclable or compostable.

The department shall, when adopting or amending any standard for an allowed recycled or reusable bag under this chapter, consult with the department of public health on issues relating to food safety and the materials used to produce the bags.

Section 5. This chapter shall preempt any limitation by any political subdivision of the commonwealth regarding the use, sale or distribution of carryout bags, or other bags, by a retail establishment to the extent that it is regulated or covered by this chapter.

No political subdivision shall require a retail establishment to charge greater than \$0.10 for a recycled paper bag made available for purchase.

Any municipal ordinance, by-law or regulation, including a regulation of a board of health, that is inconsistent with this chapter shall be null and void.

Section 6. Nothing in this chapter shall prohibit or limit the department's authority to enforce this chapter.

SECTION 2. Subsection (b) of section 21 of chapter 62C of the General Laws, as amended by section 15 of chapter 5 of the acts of 2019, is hereby further amended by adding the following clause:-

(32) the disclosure of information necessary for administration of the recycled paper bag fee imposed under section 2 of chapter 21P.

SECTION 3. Subsection (d) of section 2 of chapter 21P is hereby repealed.

SECTION 4. Section 1 shall take effect 6 months after passage of this act.

SECTION 5. Section 3 shall take effect on January 1, 2022.



SPONSOR: Administration

**TOWN OF FRANKLIN
BYLAW AMENDMENT 20-XX
NEW CHAPTER 130, PLASTIC CHECKOUT
BAG REDUCTION BYLAW**

A BYLAW TO AMEND THE CODE OF THE TOWN OF FRANKLIN BY ADDING A NEW CHAPTER: CHAPTER 130 PLASTIC CHECKOUT BAG REDUCTION.

Be it enacted by the Franklin Town Council that Chapter 130, Plastic Checkout Bag Reduction is added in its entirety as follows to the Code of the Town of Franklin.

**Chapter 130 Plastic Checkout Bag Reduction
§130-1 Purpose and Intent.**

Plastic bags are an environmental nuisance, adversely affect public health, and impair the overall quality of life for the Town's residents and visitors.

Because plastic bags are lightweight, they can easily become airborne even when properly disposed of, littering waterways, state and private forests, bodies of water, roadsides and sidewalks. They clog storm drainage systems, contribute to aquatic and terrestrial pollution, and detract from the natural beauty of the Town for visitors and residents alike.

Plastic bags photodegrade, disintegrating into minute particles which absorb toxins and pose a threat to riparian and aquatic environments, contaminating the food chain, as well as water and soil. They are also detrimental to wildlife, killing tens of thousands of birds, aquatic and terrestrial organisms each year through ingestion and entanglement.

The vast majority of plastic bags are not recycled and recycling is not available through our Town's recycling program. Their disposal adds to the Town's waste management expense, both through the cost of disposing the bags through private firms and due to their contamination of the single-stream recycling system.

Plastic bag ordinances have proven to be effective in reducing plastic bag consumption and litter and are part of a growing global movement towards sustainability. Statewide, all the proposed bans have been passed and are in the process of being enforced. The Town is committed to protecting the environment and the public health, safety, and welfare of its citizens. The goal of this bylaw is to reduce the common use of plastic checkout bags and to encourage the use of reusable bags by consumers, thereby reducing local land and aquatic pollution, advancing solid waste reduction, maintain the Town's exterior beauty and improving the quality of life for the citizens of the Town.

§130-2 Bylaw Definitions.

Checkout Bag: A carryout bag provided by a store to a customer at the point of sale. Checkout bags shall not include bags, whether plastic or not, in which loose produce or products are placed by the consumer to deliver such items to the point of sale or checkout area of the store.

Grocery Store: A retail establishment where more than fifty percent (50%) of the gross floor area is devoted to the sale of food products for home preparation and consumption, which typically also offers home care and personal care products.

Plastic Checkout Bag: Thin-film, single-use plastic bags typically with plastic handles, with a thickness of 4.0 mils or less, intended for single-use transport of purchased products.

Retail Store: An establishment that offers the sale and display of merchandise within a building.

Reusable Checkout Bag: A bag, with handles, that is specifically designed for multiple use and is made of thick plastic, cloth, fabric or other durable materials.

§130-3 Use Regulations.

No retail or grocery store within the Town of Franklin shall provide a plastic checkout bag to any customer.

Customers are encouraged to bring their own reusable or biodegradable shopping bags to stores. Retail or grocery stores are strongly encouraged to make reusable checkout bags available for sale to customers at a reasonable price.

Thin-film plastic bags used to contain dry cleaning, newspapers, produce, meat, fresh produce, bulk foods, wet items and other similar merchandise, typically without handle, are still permissible.

§130-4 Violations and Enforcement.

Any retail or grocery store violating the prohibition contained in Section 130-3 of this bylaw shall be subject to a fine as follows:

First Offense: Warning
Second Offense: \$ 50.00
Third and Subsequent
Offenses: \$100.00

Each day that a violation continues shall be treated as a separate offense.

This bylaw may be enforced by the Town Administrator or his designee, the Franklin Police Department, the Building Commissioner and Building Inspectors, and the Board of Health Director and Agent(s).

§130-5 Effective Date.

This bylaw shall take effect on and after _____.

DATED: _____, 2020

VOTED:

UNANIMOUS: _____

YES: _____ **NO:** _____

ABSTAIN: _____

ABSENT: _____

RECUSED: _____

A True Record Attest:

Teresa M. Burr, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



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

OFFICE OF THE TOWN ADMINISTRATOR

Memorandum

November 27, 2019

To: Town Council
From: Jamie Hellen, Town Administrator

Re: Resolution 19-89: Gift Acceptance - Franklin Veteran Services Department

The Veteran Services Department has received a generous donation in the amount of \$1,480 from the Franklin Police Association. This donation will be allocated towards the Franklin Veteran's Assistance Fund. We would like to thank the Franklin Police Association for their support and exceptionally generous donation to the Franklin Veteran's Services Department.

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



TOWN OF FRANKLIN

RESOLUTION 19 - 89

Acceptance of Gift – Franklin Veteran’s Services Department

WHEREAS, The Franklin Veteran’s Services Department has received a generous donation in the amount of \$1480 from the Franklin Police Association to be allocated towards the Franklin Veteran’s Assistance Fund.

NOW THEREFORE, BE IT RESOLVED THAT:

The Town Council of the Town of Franklin on behalf of the Franklin Veteran’s Services Department gratefully accepts this generous donation to be used at the discretion of the Franklin Veteran Service’s Department.

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

DATED: _____, 2019

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

Teresa M. Burr, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



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

OFFICE OF THE TOWN ADMINISTRATOR

December 12, 2019

Franklin Police Association
ATTN: Lance Pickering
911 Panther Way
Franklin, MA 02038

Dear Franklin Police Association,

On behalf of the Town of Franklin, I would like to thank you for your exceptionally generous donation to the Franklin Veteran Services Department. Your donation will go a long way in supporting the Veteran's Assistance Fund and the many services it provides to the local veteran community.

We appreciate your generosity and find it gratifying that you have chosen to give back to the community. Please call if I can ever be of assistance.

Warmest Regards,

Jamie Hellen
Town Administrator

cc: Dale Kurtz, Veteran's Agent