

## FRANKLIN TOWN COUNCIL

### Agenda & Meeting Packet

April 14, 2021

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

The public will **NOT** be permitted to enter the building or participate in person. Only pre-approved participants on the meeting agenda will be allowed to enter the Building and participate in person. **Residents can attend and participate via the “ZOOM” Platform.**

**A NOTE TO RESIDENTS:** Due to the continued concerns regarding the COVID-19 virus and Governor Baker’s declared State of Emergency, we will be conducting a remote/virtual Town Council Meeting for all public access and participation. In an effort to ensure citizen engagement and comply with open meeting law regulations, citizens will be able to dial into the meeting using the provided phone number (Cell phone or Landline Required) OR citizens can participate by clicking on the attached [link](#) (Phone, Computer, or Tablet required). The attached link and phone number will be active for the duration of the meeting for citizens to ask questions/voice concerns. If residents are just interested in watching the meeting it will also be [live-streamed by Franklin TV](#) and shown on Comcast Channel 11 and Verizon Channel 29.

- **Link to access meeting:** April 14, 2021 Town Council Meeting Link [HERE](#) -- Then click “Open Zoom”
  - Or copy and paste this URL into your browser: <https://us02web.zoom.us/j/82632805988>
  - **Call-In Phone Number:** Call 1-929-205-6099 and enter Meeting ID # **826 3280 5988** --Then press #

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#### 1. ANNOUNCEMENTS FROM THE CHAIR

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

#### 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 - None Scheduled

#### 4. PROCLAMATIONS/RECOGNITIONS

- a. Diane Daddario, MD

#### 5. APPOINTMENTS - None Scheduled

#### 6. HEARINGS - 7:10pm - None Scheduled

#### 7. LICENSE TRANSACTIONS

- a. Shaw's Supermarkets, Inc. d/b/a Shaw's, Change of Manager, 255 East Central Street, Franklin, MA 02038

## **8. PRESENTATIONS/DISCUSSIONS**

- a. Norfolk County Sheriff [Patrick W. McDermott](#)
- b. Other Post-Employment Benefits (OPEB) Actuarial Update - Dan Sherman
- c. GATRA - Mark Sousa, Executive Director
- d. Downtown Commercial Zoning District & Commercial Zoning District 1 Parking requirements

## **9. SUBCOMMITTEE REPORTS**

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

## **10. LEGISLATION FOR ACTION**

- a. Resolution 21-22: Authorization for Intermunicipal Agreement with the Town of Foxborough for the Town of Foxborough to Provide Emergency Motor Vehicle Technician Services (**Motion to Approve Resolution 21-22 - Majority Roll Call Vote**)

## **11. TOWN ADMINISTRATOR'S REPORT**

- a. COVID-19

## **12. FUTURE AGENDA ITEMS**

## **13. COUNCIL COMMENTS**

## **14. EXECUTIVE SESSION - *None Scheduled***

## **15. ADJOURN**

*Note:*

*Two-Thirds Vote: requires 6 votes*

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

# LICENSE TRANSACTION



## Change of Manager

### Shaw's Supermarkets, Inc.

Shaw's  
255 East Central Street  
Franklin, MA 02038

Shaw's Supermarkets, Inc. d/b/a Shaw's, is seeking approval for a change of manager on their Wine and Malt Retail Package Store License. The new manager is to be Carl Verderber, Jr.

All Departments have signed off on this application.

**MOTION** to approve the request by Shaw's Supermarkets, Inc. d/b/a Shaw's, for a Change of Manager to Carl Verderber, Jr.

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**DATED:** \_\_\_\_\_, 2021

**VOTED:**

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

**A True Record Attest:**

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

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

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

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

**Nancy Danello, CMC**  
**Temporary Town Clerk**

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

McDERMOTT  
QUILTY &  
MILLER LLP

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March 23, 2021

**VIA ELECTRONIC MAIL ONLY**

Attn: Mr. Jamie Hellen, Town Administrator  
c/o Chrissy Whelton  
355 East Central Street (Third Floor)  
Route 140  
Franklin, MA 02038

**Re: Change of Manager of Record  
Shaw's Supermarkets, Inc. d/b/a Shaw's - 00033-PK-0430  
255 E Central Street, Franklin, MA 02038**


Dear Mr. Hellen:

This office represents Shaw's Supermarkets, Inc. in its application for a Change of Manager of Record for the above-referenced Off-Premise Retail License, exercised at 255 E Central Street, Franklin, MA 02038. Enclosed please find the required application materials regarding the above-referenced matter, as follows:

1. ABCC Application for Manager of Record and Monetary Transmittal Form;
2. ABCC Criminal Record Information Form;
3. Proof of Citizenship (Birth Certificate);
4. Corporate Vote;
5. Applicant's Statement;
6. Workers Compensation Affidavit Form;
7. Certificate of Compliance with State Laws; and
8. ABCC Filing Fee Payment Confirmation.

Kindly assign this matter for hearing at the next available meeting date. 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,

  
\_\_\_\_\_  
Nicholas J. Zozula, Esq.

NJZ/rwl  
Enclosures



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

**AMENDMENT-Change of Manager**

**Change of License Manager**

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
Shaw's Supermarkets, Inc.	Franklin	

**2. APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Nicholas J. Zozula, Esq.	Attorney		

**3A. MANAGER INFORMATION**

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

Proposed Manager Name	Carl Verderber, Jr.	Date of Birth		SSN	
Residential Address					
Email		Phone			
Please indicate how many hours per week you intend to be on the licensed premises	40	Last-Approved License Manager	John Miller		

**3B. CITIZENSHIP/BACKGROUND INFORMATION**

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

**3C. EMPLOYMENT INFORMATION**

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

Start Date	End Date	Position	Employer	Supervisor Name
1986	Current	Various Positions	Shaw's Supermarkets, Inc.	Various

**3D. 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  Date 3/19/2021

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM

**AMENDMENT-Change of Manager**

**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 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/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>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**



Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

**CORI REQUEST FORM**

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER:  (IF EXISTING LICENSEE) LICENSEE NAME:  CITY/TOWN:

**APPLICANT INFORMATION**

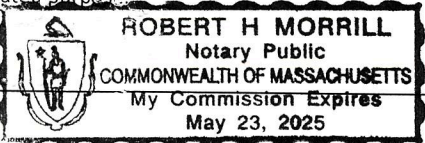
LAST NAME:  FIRST NAME:  MIDDLE NAME:   
 MAIDEN NAME OR ALIAS (IF APPLICABLE):  PLACE OF BIRTH:   
 DATE OF BIRTH:  SSN:  ID THEFT INDEX PIN (IF APPLICABLE):   
 MOTHER'S MAIDEN NAME:  DRIVER'S LICENSE #:  STATE LIC. ISSUED:   
 GENDER:  HEIGHT:  WEIGHT:  EYE COLOR:   
 CURRENT ADDRESS:   
 CITY/TOWN:  STATE:  ZIP:   
 FORMER ADDRESS:   
 CITY/TOWN:  STATE:  ZIP:

**PRINT AND SIGN**

PRINTED NAME:  APPLICANT/EMPLOYEE SIGNATURE:

**NOTARY INFORMATION**

On this  before me, the undersigned notary public, personally appeared  (name of document signer), proved to me through satisfactory evidence of identification, which were  to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

  NOTARY

**DIVISION USE ONLY**

REQUESTED BY:  SIGNATURE OF CORI-AUTHORIZED EMPLOYEE:

The DCII Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCII. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCII via mail or by fax to (617) 660-4614.

**CORPORATE VOTE**

The Board of Directors or LLC Managers of

Shaw's Supermarkets, Inc.

Entity Name

duly voted to apply to the Licensing Authority of

Franklin

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

March 18, 2021

Date of Meeting

For the following transactions (Check all that apply):

Change of Manager

Other

"VOTED: To authorize

Robert Backus

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

Carl Verderber, Jr.

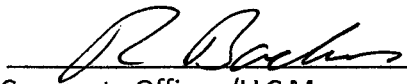
Name of Liquor License Manager

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

Robert Backus

(Print Name)

Corporation Clerk's Signature

(Print Name)



## APPLICANT'S STATEMENT


I, Robert Backus the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory  
of Shaw's Supermarkets, Inc.  
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:



Date:

03.18.2021

Title:

President and Director



The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 1 Congress Street, Suite 100  
 Boston, MA 02114-2017  
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.  
 TO BE FILED WITH THE PERMITTING AUTHORITY.

**Applicant Information**

**Please Print Legibly**

Business/Organization Name: Shaw's Supermarkets, Inc. d/b/a Shaw's

Address: 255 East Central Street

City/State/Zip: Franklin, MA 02038 Phone # \_\_\_\_\_

<p><b>Are you an employer? Check the appropriate box:</b></p> <p>1. <input checked="" type="checkbox"/> I am an employer with <u>100</u> employees (full and/or part-time).*</p> <p>2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]</p> <p>3. <input type="checkbox"/> 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]**</p> <p>4. <input type="checkbox"/> We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]</p>	<p><b>Business Type (required):</b></p> <p>5. <input checked="" type="checkbox"/> Retail</p> <p>6. <input type="checkbox"/> Restaurant/Bar/Eating Establishment</p> <p>7. <input type="checkbox"/> Office and/or Sales (incl. real estate, auto, etc.)</p> <p>8. <input type="checkbox"/> Non-profit</p> <p>9. <input type="checkbox"/> Entertainment</p> <p>10. <input type="checkbox"/> Manufacturing</p> <p>11. <input type="checkbox"/> Health Care</p> <p>12. <input type="checkbox"/> Other _____</p>
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\*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: \_\_\_\_\_

Insurer's Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Policy # or Self-ins. Lic. # \_\_\_\_\_ Expiration Date: 8/1/21

**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: 3/19/21

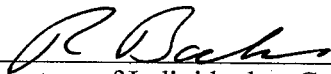
Phone #: \_\_\_\_\_

<b>Official use only. Do not write in this area, to be completed by city or town official.</b>	
City or Town: _____	Permit/License # _____
<b>Issuing Authority (circle one):</b>	
1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office	
6. Other _____	
Contact Person: _____	Phone #: _____



## 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\*.



\*\* Signature of Individual or Corporate License Holder (Mandatory)

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

By: Robert Backus, President, Shaw's Supermarkets, Inc. Date: 03.18.2021  
Corporate Officer  
(Mandatory, if applicable)

\*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.

## 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 #:** [REDACTED]

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL		\$200.00
		<b>\$200.00</b>

Total Convenience Fee: **\$0.35**

Date Paid: **3/19/2021 2:38:35 PM EDT**

Total Amount Paid: **\$200.35**

### Payment On Behalf Of

License Number or Business Name:

Fee Type:

### Billing Information

First Name:

Gary

Last Name:

Morton

Address:

City:

State:

Zip Code:

Email Address:

NASC.tax@safeway.com

# Town of Franklin

355 East Central Street  
Franklin, Massachusetts 02038-1352



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

OFFICE OF THE TOWN ADMINISTRATOR

April 9, 2021

**To:** Town Council  
**From:** Jamie Hellen, Town Administrator  
**RE: OPEB Actuarial**

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Franklin's OPEB (Other Post-Employment Benefits) actuarial report presents the Governmental Accounting Standards Statements based on the findings of an actuarial valuation as of June 30, 2020.

The Town's net liability has increased 4.46MM from 68,554,870 to 73,019,673.

The Town's OPEB Trust Fund currently has \$7,201,235.73 as of 12/31/20. The Town Council authorized another deposit of \$273,000 on April 7<sup>th</sup>, 2021 and the FY22 Town Administrator budget will also include another proposed \$700,000 deposit. These deposits comply with the successful Town Council and Finance Committee policy on OPEB.

The Town will have its next OPEB Trust meeting in June.

If you have any additional questions please feel free to ask and we look forward to the discussion next week.

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

June 30, 2020 Actuarial Valuation Report

GASB 74 & 75

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## **Introduction**

This report presents the Governmental Accounting Standards Statements 74 & 75 based on the findings of an actuarial valuation as of July 1, 2019, of the Franklin OPEB Plan. The liabilities were rolled forward from July 1, 2020. The Net Position Restricted for OPEB was not.

The actuarial valuation is based on:

- Plan Provisions as of July 1, 2019.
- Employee data provided by the Town as of July 1, 2019
- Asset provided by the Town as of June 30, 2020
- Actuarial assumptions approved by the Sherman Actuarial Services and the Town

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



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

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

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

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

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

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

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

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

### Discount Rate

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

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

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

### Net Position Restricted for OPEB

The Net Position Restricted for OPEB Plan Benefits as of June 30, 2020 is \$6,787,251. The 2020 Annual Statement of the Financial Condition contains the values for previous years and the changes in Net Position Restricted for OPEB Plan Benefits. Investments are reported at fair value.

June 30, 2019 Net Position	5,706,986
Employer Contributions	3,374,111
Employee Contributions	0
Other Payments	0
Benefit Payments	(2,404,111)
Expenses	(33,125)
Investment Income	<u>143,390</u>
June 30, 2020 Net Position	6,787,251

**OPEB Liability as of June 30, 2020**

The following presents the changes in the OPEB liability during FYE 2020.

June 30, 2019 Liability	74,261,856
Service Cost	2,461,872
Interest on Liability and Service Cost	5,659,418
Change in Plan Provisions	0
Experience (Gain) and Loss	0
Change in Assumptions	0
Benefit Payments	(2,576,222)
Other	<u>0</u>
June 30, 2020 Liability	79,806,924

**Net OPEB Liability as of June 30, 2020**

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

	<b>1% Decrease (6.5%)</b>	<b>Current Discount Rate (7.5%)</b>	<b>1% Increase (8.5%)</b>
Total OPEB Liability	91,436,741	79,806,924	70,257,969
Plan Fiduciary Net Position	<u>6,787,251</u>	<u>6,787,251</u>	<u>6,787,251</u>
Net OPEB Liability	84,649,490	73,019,673	63,470,718
<b>Water</b>			
OPEB Liability	814,166	936,654	1,085,835
Plan Fiduciary Net Position	<u>206,642</u>	<u>206,642</u>	<u>206,642</u>
Net OPEB Liability	607,524	730,012	879,193
<b>Sewer</b>			
OPEB Liability	431,836	496,805	575,930
Plan Fiduciary Net Position	<u>87,480</u>	<u>87,480</u>	<u>87,480</u>
Net OPEB Liability	344,356	409,325	488,450

**Solid Waste**

OPEB Liability	62,251	71,617	83,023
Plan Fiduciary Net Position	<u>5,933</u>	<u>5,933</u>	<u>5,933</u>
Net OPEB Liability	56,318	65,684	77,090

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

	<b>1% Decrease</b>	<b>Current Trend</b>	<b>1% Increase</b>
Total OPEB Liability	67,403,241	79,806,924	95,312,014
Plan Fiduciary Net Position	<u>6,787,251</u>	<u>6,787,251</u>	<u>6,787,251</u>
Net OPEB Liability	60,615,990	73,019,673	88,524,763

**Water**

OPEB Liability	1,135,545	936,654	777,547
Plan Fiduciary Net Position	<u>206,642</u>	<u>206,642</u>	<u>206,642</u>
Net OPEB Liability	928,903	730,012	570,905

**Sewer**

OPEB Liability	602,297	496,805	412,414
Plan Fiduciary Net Position	<u>87,480</u>	<u>87,480</u>	<u>87,480</u>
Net OPEB Liability	514,817	409,325	324,934

**Solid Waste**

OPEB Liability	86,824	71,617	59,451
Plan Fiduciary Net Position	<u>5,933</u>	<u>5,933</u>	<u>5,933</u>
Net OPEB Liability	80,891	65,684	53,518

**OPEB Expense for FYE 2020**

Service Cost	2,461,872
Interest	5,659,418
Difference in Experience - Amortization	(1,168,408)
Change in Assumptions - Amortization	(329,940)
Changes in Plan Provisions	0
Employee Contributions	0
Projected Earnings	(462,522)
Administration Expense	33,125
Other Changes in Fiduciary Net Position	0
Asset (Gain) / Loss Amortization	<u>(7,697)</u>
Total Expense	6,185,848

**Schedules of Required Supplementary Information**

	<u>2020</u>
Total OPEB Liability – Beginning	74,261,856
Total OPEB Liability – Ending (a)	79,806,924
Plan Fiduciary Net Position – Beginning	5,706,986
Plan Fiduciary Net Position – Ending (b)	6,787,251
Net OPEB Liability – Ending (a) – (b)	73,019,673
Plan Fiduciary Net Positions as a percentage of the Total OPEB Liability	8.5%
Covered-employee payroll	64,766,856
Net OPEB Liability as a percentage of Covered-employee Payroll	112.7%

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

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

#### Investment Return

<u>FYE</u>	<u>(Gain) / Loss</u>	<u>Period</u>	<u>Increase (Decrease) arising from (Gains) or Losses</u>				
			<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
2020	319,132	5	63,826	63,826	63,826	63,826	63,828
2019	90,880	5	18,176	18,176	18,176	18,176	
2018	(105,310)	5	(21,062)	(21,062)	(21,062)		
2017	(343,186)	5	(68,637)	(68,638)			

#### Experience

<u>FYE</u>	<u>(Gain) / Loss</u>	<u>Period</u>	<u>Increase (Decrease) arising from (Gains) or Losses</u>						
			<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
2019	(7,641,391)	6.54	(1,168,408)	(1,168,408)	(1,168,408)	(1,168,408)	(1,168,408)	(630,943)	

#### Assumptions

<u>FYE</u>	<u>(Gain) / Loss</u>	<u>Period</u>	<u>Increase (Decrease) arising from (Gains) or Losses</u>						
			<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
2019	(2,157,806)	6.54	(329,940)	(329,940)	(329,940)	(329,940)	(329,940)	(178,166)	

### Reconciliation of Net OPEB Liability for 2020

NOL Beginning of Year	68,554,870
OPEB Expense	6,185,848
Employer Contributions	(3,546,222)
Deferred Outflow Changes	237,130
Deferred Inflow Changes	1,588,047
Revenue	<u>0</u>
NOL End of Year	73,019,673

## **EXHIBITS**

## EXHIBIT 1 – MEDICAL PREMIUM

### Monthly Premiums effective July 1, 2019

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

Harvard Pilgrim HMO Town (individual)	\$795.80
Harvard Pilgrim HMO Town (family)	\$2,033.70
Harvard Pilgrim HMO School (individual)	\$954.96
Harvard Pilgrim HMO School (family)	\$2,440.44
Harvard Pilgrim High Deductible (individual)	\$678.62
Harvard Pilgrim High Deductible (family)	\$1,734.27
Harvard Pilgrim PPO (individual)	\$988.51
Harvard Pilgrim PPO (family)	\$2,753.05
Harvard Pilgrim Medicare (individual)	\$339.34

Post 1990 retirees contribute towards their coverage in the amount of 32% of stated premiums, with the PPO plan and surviving spouses, which is paid at 50% by the Town. Pre-1990 retirees contribute 13% and 32%.



**EXHIBIT 2 – MEMBERSHIP DATA****As of July 1, 2019****Number of Participants included in valuation**

	<b>School</b>	<b>Town</b>	<b>Water</b>	<b>Total</b>
Actives	713	227	6	946
Retired & Spouses	466	177	0	643
Total	1,179	404	6	1,589

## EXHIBIT 3 – SUMMARY OF PLAN PROVISIONS:

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

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

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

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

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

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

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

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

## EXHIBIT 4 – ACTUARIAL METHODS AND ASSUMPTIONS:

### All Groups

#### TOWN OF FRANKLIN, ALL GROUPS

<b><i>Interest:</i></b>	Full Prefunding: 7.50% per year, net of investment expenses				
<b><i>Actuarial Cost Method:</i></b>	Entry Age Normal. Benefits are attributed ratably to service from date of hire until full eligibility date. Full eligibility date is assumed to be first eligibility for retiree medical benefits.				
<b><i>Healthcare Cost Trend Rate:</i></b>	<table> <thead> <tr> <th><u>Year</u></th> <th><u>Inflation Rate</u></th> </tr> </thead> <tbody> <tr> <td>2019 &amp; after</td> <td>4.5%</td> </tr> </tbody> </table>	<u>Year</u>	<u>Inflation Rate</u>	2019 & after	4.5%
<u>Year</u>	<u>Inflation Rate</u>				
2019 & after	4.5%				
<b><i>Participation:</i></b>	95% of future retiree teachers and are assumed to participate in the retiree medical plan, 70% of future non-teacher retirees are expected to participate in the retiree medical plan and 75% of future retirees are expected to elect life insurance.				
<b><i>Marital Status:</i></b>	80% of male employees and 60% of female employees are assumed to have a covered spouse at retirement. Wives are assumed to be three years younger than their husbands.				
<b><i>Pre-Age 65 Retirees:</i></b>	<p>Current retirees who are under age 65 are assumed to remain in their current medical plan until age 65.</p> <p>Current active employees who are assumed to retire prior to age 65 are valued with a weighted-average premium. This weighted-average premium is based on the medical plan coverage of current retirees under age 65.</p>				
<b><i>Post-Age 65 Retirees:</i></b>	Current retirees over age 65 remain in their current medical plan until death for purposes of measuring their contributions. It is assumed that future retirees are Medicare eligible. It is furthermore assumed that all current retirees under 65 will participate in the Medex plan in the same proportion as current retirees over 65. Per capita costs were developed from the Town				

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

***Termination Benefit:***

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

***Medical Plan Costs:***

The estimated gross per capita incurred claim costs for all non-Teacher retirees and beneficiaries for 2019-20 at age 64 and 65 are \$14,432 and \$3,501, respectively. The estimated gross per capita incurred claim costs for all Teacher retirees and beneficiaries for 2019-20 at age 64 and 65 are \$17,107 and \$3,646, respectively. Medicare eligible retirees' per capita claims costs at age 65 is \$3,288. It is assumed that future retirees participate in the same manner as current retirees. Employee cost sharing is based on current rates. Future cost sharing is based on the weighted average of the current cost sharing of retirees and beneficiaries.

**TOWN OF FRANKLIN, NON-TEACHERS**

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

**Group 1 and 2**

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

**Group 4**

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

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

**SCHEDULE A - ACTUARIAL ASSUMPTIONS AND METHODS****TOWN OF FRANKLIN, TEACHERS**

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

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

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

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

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

## CERTIFICATION:

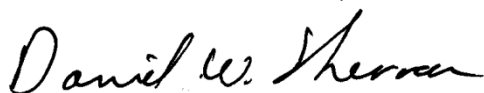
This report fairly represents the actuarial position of the Franklin OPEB Plan as of June 30, 2020, in accordance with generally accepted actuarial principles applied consistently with the preceding valuation. In our opinion, the actuarial assumptions used to compute actuarial accrued liability and normal cost are reasonably related to plan experience and to reasonable expectations, and represents our best estimate of anticipated plan experience.

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

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

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

Sherman Actuarial Services, LLC



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Daniel W. Sherman, ASA, MAAA

October, 2020



# Town of Franklin

355 East Central Street  
Franklin, Massachusetts 02038-1352



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

OFFICE OF THE TOWN ADMINISTRATOR

April 9, 2021

**To:** Town Council

**From:** Jamie Hellen, Town Administrator

**RE: Downtown Commercial Zoning District & Commercial Zoning District 1 Parking requirements**

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As requested by several Councilors at recent meetings, the Council will have a discussion regarding the current parking requirements in the Downtown/Commercial Zoning District as well as the Commercial Zoning District 1.

I have included a memo from the director of Planning and Community Development, Bryan Taberner, to provide you with additional information on this subject that was worked on 3 years ago by the Council. At the end of the day, having zero parking requirements in the district did not work well. Similarly, the requirement right now may be too high and unrealistic.

If you have any additional questions please feel free to ask and we look forward to the discussion next week.

# **FRANKLIN PLANNING & COMMUNITY DEVELOPMENT**

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

## **MEMORANDUM**

**TO: JEFFREY D. NUTTING, TOWN ADMINISTRATOR**  
**FROM: BRYAN W. TABERNER, AICP, DIRECTOR**  
**RE: ZONING BYLAW AMENDMENT 18-805, CHANGES TO §185-21 PARKING, LOADING AND DRIVEWAY REQUIREMENTS**  
**CC: JAMIE HELLEN, DEPUTY TOWN ADMINISTRATOR**  
**AMY LOVE, PLANNER**  
**DATE: APRIL 23, 2018**

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Over the last several years Zoning Bylaw amendments related to the Commercial I (CI) Zoning District have been proposed several times, including while developing the Town's Master Plan. The proposed Zoning Bylaw amendments fall into three categories:

- Parking Requirements;
- Parcel Dimensional Regulations; and
- Density of Residential Development.

The Department of Planning and Community Development (DPCD) recently developed a zoning bylaw amendment (Zoning Bylaw Amendment 18-805) related to the parking requirements within the CI district, which is the purpose of this memo. Later in the calendar year additional Zoning Bylaw amendments related to parcel dimensional regulations and the density of housing units allowed within the CI District will be developed.

Changes to parking requirements within the Commercial I Zoning District have been discussed since 2010 when much of the CI district was rezoned to a new Downtown Commercial Zoning District. The issue was put aside at that time so it could be addressed during the Master Plan development process. Land Use Objective 3.3 from the Implementation section of Franklin's 2013 Master Plan addresses the issue, and is shown below for reference.

Land Use Objective 3.3: Amend the Town's Zoning Bylaw to require sufficient parking in the Commercial I zoning district.

Currently the Commercial I Zoning District is exempt from the Town's parking regulations outlined in Section 185-21 of the Town's Zoning Bylaw, which means there are no parking requirements in the Commercial I Zoning District for any use. In addition, off-road parking spaces are only required for residential uses in the Downtown Commercial District.

The Zoning Bylaw states the intent of Section 185-21 as: "that adequate off-street parking must be provided within a reasonable distance to service all parking demands created by new construction, whether through new structures or through additions to existing ones, or by change of use creating higher parking demand".

DPCD believes off-road parking should be required for the CI Zoning District, and at least some off-road parking should be required for all uses in the Downtown Commercial District, not only residential.

DPCD has developed Zoning Bylaw Amendment 18-805, which if approved would do the following:

- Require 1.5 parking spaces per housing unit within the Commercial I Zoning District, which is the same as currently required within the Downtown Commercial Zoning District.
- Require 1 parking space per 500 square feet of gross floor area of non-residential development within the Commercial I Zoning District and the Downtown Commercial Zoning District.
  - Note: 1 parking space per 500 square feet is fifty percent or less than other zoning districts.
- Makes minor changes to the wording in 185-21 to improve readability and clarify requirements.

The Economic Development Committee discussed the proposed parking regulations changes at their April 11, 2018 meeting, and voted to send the Zoning Bylaw Amendment to the Town Council for further consideration. If the Town Council supports the proposed zoning bylaw amendment, DPCD recommends they refer Zoning By-law Amendment 18-805 to the Planning Board for a Public Hearing.

Attached are the following:

- Diagram showing the location of the Commercial I Zoning District;
- Zoning Bylaw Amendment 18-805, which if approved would add parking requirements to the Commercial I Zoning District, and add non-residential parking requirements in the Downtown Commercial Zoning District.

Please let me know if you have questions or require additional information.

TOWN OF FRANKLIN

ZONING BY-LAW AMENDMENT 18-805

Changes to §185-21 Parking, Loading and Driveway Requirements.

A ZONING BY-LAW TO AMEND CHAPTER 185 SECTION 21  
OF THE CODE OF THE TOWN OF FRANKLIN

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:

Chapter 185 of the Code of the Town of Franklin is hereby amended by the following **additions** and **deletions** to §185-21. Parking, Loading and Driveway Requirements, subsections A and B:

A. Parking requirements.

- (1) It is the intent of this section that adequate off-street parking must be provided within a reasonable distance to service all parking demands created by new construction, whether through new structures or through additions to existing ones, or by change of use creating higher parking demand, ~~except in the CI and DC Districts, which is are exempt from this section, with the exception of mixed-use developments as described in section 185-21.B(3) below.~~
- (2) Buildings, structures and land uses in existence on the effective date of these provisions are not subject to these off-street parking requirements and may be rebuilt, altered or repaired but not enlarged or changed in use without becoming subject to these requirements.
- (3) In applying for building or occupancy permits, the applicant must demonstrate that the minimum parking requirements set forth in Subsection B of this section will be met for the new demand without counting existing parking necessary for existing uses to meet these requirements.
- (4) The number of required spaces may be reduced below that determined under § 185-21B by the Planning Board for places subject to site plan review or by the Building Commissioner in other cases, upon determination that a lesser provision would be adequate for all parking needs because of such special circumstances as shared parking for uses having peak parking demands at different times, unusual age or other characteristics of site users, company-sponsored car pooling or other trip-conserving measures.

B. Parking schedule. The number of parking spaces required for a particular use shall be as follows:

**(1) Residential buildings:**

- (a) Dwelling units, regardless of the number of bedrooms: two spaces.**

~~(b) Guest houses, lodging houses and other group accommodations: one space.~~

~~(c) Hotels and motels: 1 1/8 spaces per guest unit.~~

~~(2) Nonresidential buildings. (Gross floor area is measured to the outside of the building, with no deductions for hallways, stairs, closets, thickness of walls, columns or other features.)~~

~~(a) Industrial buildings, except warehouses: one space per 400 square feet of gross floor area.~~

~~(b) Retailing, medical, legal and real estate offices: one space per 200 square feet of gross floor area, plus one space per separate enterprise.~~

~~(c) Other offices and banks: one space per 250 square feet of gross floor area.~~

~~(d) Restaurants, theaters and assembly halls: one space per 2.5 seats; if seats are not fixed, one space per 60 square feet of gross floor area.~~

~~(e) Recreation facilities: 0.8 space per occupant at design capacity.~~

~~(f) Warehouses: one space per 1,000 square feet of gross floor area.~~

~~(3) Mixed-use development in the Downtown Commercial Zoning District.~~

~~(a) Residential dwelling units: 1.5 parking spaces per residential unit.~~

~~(b) Nonresidential uses within a mixed-use development in the Downtown Commercial Zoning District are exempt from this section (§ 185-21).~~

~~(4) Other facilities: as determined by the Building Commissioner upon advice of the Planning Board, based on usual industrial standards, if any.~~

(1) In the Downtown Commercial Zoning District:

(a) Residential dwelling units: one and a half (1.5) parking spaces per residential unit in a mixed use development.

(b) Non-residential uses: one (1) space per 500 square feet of gross floor area.

(2) In the Commercial I Zoning District:

(a) Residential dwelling units: one and a half (1.5) parking spaces per residential unit.

(b) Non-residential uses: one (1) space per 500 square feet of gross floor area.

(3) All Other Zoning Districts:

(a) Residential buildings:

i. Dwelling units, regardless of the number of bedrooms: two spaces.

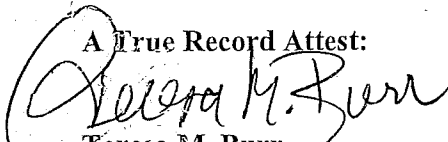
ii. Guest houses, lodging houses and other group accommodations: one space per guest unit.

iii. Hotels and motels: 1 1/8 spaces per guest unit.

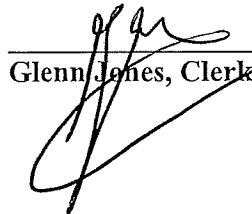
- (b) Nonresidential buildings: (Gross floor area is measured to the outside of the building, with no deductions for hallways, stairs, closets, thickness of walls, columns or other features.)
- i. Industrial buildings: except warehouses: one space per 400 square feet of gross floor area.
  - ii. Retailing, medical, legal and real estate offices: one space per 200 square feet of gross floor area, plus one space per separate enterprise.
  - iii. Other offices and banks: one space per 250 square feet of gross floor area.
  - iv. Restaurants, theaters and assembly halls:
    - a) One space per 2.5 fixed seats.
    - b) One space per 60 square feet of gross floor area, if seats are not fixed.
  - v. Recreation facilities: 0.8 space per occupant at design capacity.
  - vi. Warehouses: one space per 1,000 square feet of gross floor area.

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

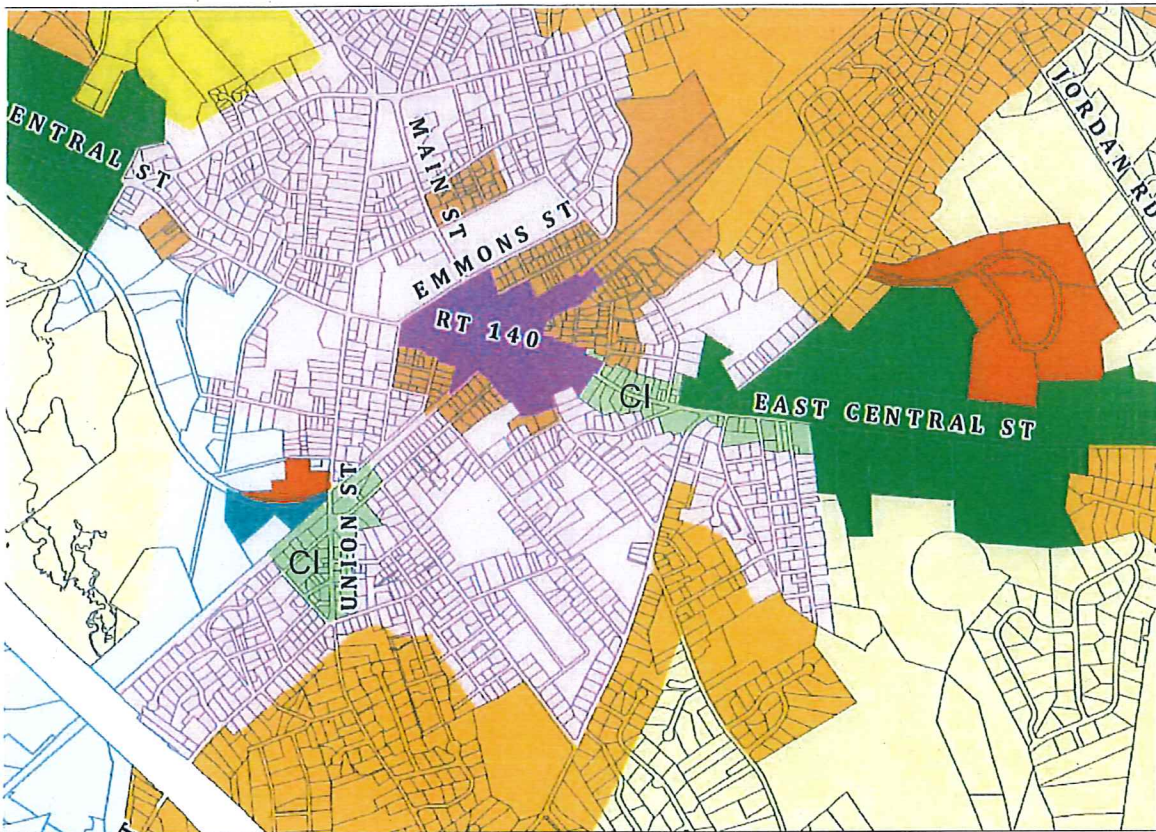
DATED: Aug 8th, 2018

A True Record Attest:  
  
 Teresa M. Burr  
 Town Clerk

VOTED: Passed  
 UNANIMOUS   
 YES 9 NO 0  
 ABSTAIN —  
 ABSENT —

  
 Glenn Jones, Clerk

Location of Commercial I (CI) Zoning District



January 3, 2018

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

# Town of Franklin

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Franklin, Massachusetts 02038-1352



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OFFICE OF THE TOWN ADMINISTRATOR

April 9, 2021

**To:** Town Council

**From:** Jamie Hellen, Town Administrator

**RE: IMA with Town of Foxborough**

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The Fire Chief is asking for the Town Council to consider the acceptance of an intermunicipal agreement (IMA) with the Town of Foxborough to have the Foxborough Fire Department perform maintenance on our specialty emergency vehicles. Some highlight points of the agreement are:

- In accepting this agreement, the Town will save money and develop a great partnership with the Town of Foxborough;
- The Town saves \$30 an hour in labor costs;
- This agreement will replace our partnership with a private company who currently does the work and does not affect any current local work on town staff;
- This agreement is for specialized equipment only - fire engines and ladder trucks;
- All staff in Foxborough are certified EVT's;
- The Town of Norfolk and Wrentham also have similar agreements with Foxborough;
- Finally, this is a great time to enter into this agreement with the arrival of the two new engines this summer.

If you have any additional questions please feel free to ask and we look forward to the discussion next week.





## TOWN OF FRANKLIN

### RESOLUTION 21-22

#### AUTHORIZATION FOR INTERMUNICIPAL AGREEMENT WITH THE TOWN OF FOXBOROUGH FOR THE TOWN OF FOXBOROUGH TO PROVIDE EMERGENCY MOTOR VEHICLE TECHNICIAN SERVICES

**WHEREAS,** Franklin is in need of emergency motor vehicle technician services, and

**WHEREAS,** Town of Foxborough (hereinafter: "Foxborough") employs a person/persons as a/an emergency motor vehicle technician and is willing to make said person/persons available to Franklin to provide emergency motor vehicle technician services in consideration of Franklin's payment of compensation to Foxborough, and

**WHEREAS,** the proposed arrangement, which would be the subject of a written intermunicipal agreement between Franklin and Foxborough, a draft copy of which is attached hereto as "Exhibit 1", would benefit both governmental entities, and

**WHEREAS,** an intermunicipal agreement is governed by the provisions of G.L. Chapter 40, Section 4A which requires that each governmental entity authorize the agreement,

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Franklin hereby authorizes the Town Administrator pursuant to G.L. Chapter 40, Section 4A to negotiate and execute an intermunicipal agreement with the Town of Foxborough in substantially the form attached hereto as "Exhibit 1", which agreement will provide for Foxborough to provide emergency motor vehicle technician services to Franklin and to receive compensation therefor, provided that said agreement may contain provisions for its extension(s) and such other terms and conditions as the Town Administrator determines to be in the Town's best interest.

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

**DATED:** \_\_\_\_\_, 2021

**VOTED:**

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

**A True Record Attest:**

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

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

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

**Nancy Danello**  
Temporary Town Clerk

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

**INTERMUNICIPAL AGREEMENT**  
**For**  
**EMERGENCY MOTOR VEHICLE TECHNICIAN SERVICES**  
**BETWEEN THE TOWNS OF FOXBOROUGH & FRANKLIN**

THIS INTERMUNICIPAL AGREEMENT ("Agreement") is made and entered into as of this \_\_\_\_ day of April 2021 by and between the TOWN OF FOXBOROUGH ("Foxborough"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts with a principal address of 40 South Street, Foxborough, MA 02035, acting by and through its Board of Selectmen and Town Manager, the TOWN OF FRANKLIN ("FRANKLIN"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts with a principal address of 355 East Central St, Franklin, MA 02038 , acting by and through its Town Administrator, duly-authorized, with no personal liability to each of the aforementioned public officials (all Towns collectively referred to as "Towns" or "parties").

**WHEREAS**, Chapter 40, Section 4A of the General Laws, as amended, allows the chief executive officer/ Board of Selectmen of towns to enter into agreements with one or more other towns to jointly perform activities or undertakings which any one of them is authorized by law to perform; and,

**WHEREAS**, The Town of Foxborough has in its employ a duly certified Emergency Motor Vehicle Technician, related staffing and equipment to enable it to fulfill certain maintenance and repair functions at the Foxborough Fire Department facility with respect to specialized emergency response vehicles;

**WHEREAS**, the Town of FRANKLIN does not have such a certified Emergency Motor Vehicle Technician on staff and, accordingly, they desire to have the Town of Foxborough provide such emergency vehicle technician services to said FRANKLIN;

**WHEREAS**, the Towns have obtained authorization for this undertaking pursuant to M.G.L. c. 40, §4A by vote in the case of Foxborough, by its Board of Selectmen and, in the case of Franklin, by its Town Council, as attested to by certified copies thereof contained in Appendix A;

**WHEREAS**, the parties have agreed to establish a mechanism for compensating Foxborough for such emergency vehicle technician services; and

**WHEREAS**, the parties have agreed to establish a mechanism for addressing operational issues concerning the provision of such emergency vehicle technician services; and

**WHEREAS**, each Town agrees to absolve the other Town from liability exclusively

caused by one of its employees, as specified in this Agreement.

**THEREFORE**, for good and valuable consideration, including the mutual promises and benefits set forth below, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **TERM**

The term of this Agreement shall be three (3) years, commencing on April 1, 2021 and terminating on December 31, 2024, for the second and subsequent years, subject to appropriation by Franklin's legislative body.

2. **OBLIGATIONS OF FRANKLIN**

FRANKLIN shall be responsible for the delivery and retrieval of all vehicles, apparatus and equipment to receive service hereunder to the Town of Foxborough at 8 Chestnut St. Foxborough, MA 02035. Said Town shall specify, in writing, the nature of service requested, any applicable time restrictions, and, upon receipt of notification of the cost and charges attributable to said service from Foxborough, it shall remit payment thereof to Foxborough within the time period specified in Appendix B.

3. **OBLIGATIONS OF FOXBOROUGH**

The Town of Foxborough will provide to FRANKLIN, on an "as available" basis, the services of Foxborough's certified Emergency Motor Vehicle Technician for purposes of maintaining and/or repairing the emergency motor vehicles of the FRANKLIN Fire and EMS Department vehicles on an as needed, negotiated cost basis. Foxborough shall provide the subject services only to the extent that its existing or prospective staffing levels reasonably permit; it shall not be required to increase or supplement its personnel to accommodate the service demands of the Towns hereunder. The Foxborough Fire Chief shall have final authority to determine whether the Town has adequate capacity and resources to provide services upon any request therefor.

4. **PERSONNEL AND WARRANTIES**

**PERSONNEL:** For the purposes of this Agreement, Foxborough shall maintain in its employ a duly certified Emergency Motor Vehicle Technician and necessary support staff, who shall provide all services hereunder from the Foxborough Fire Department facility located at 8 Chestnut Street, unless the parties hereto expressly agree otherwise. Foxborough will perform the services requested under this Agreement in compliance with all applicable laws and regulations, and in a manner consistent with that degree of skill and care ordinarily exercised by emergency vehicle technicians currently practicing in the eastern Massachusetts under similar conditions.

**WARRANTIES:** Foxborough warrants that all work to be performed hereunder will be performed in a good and workmanlike manner and in strict conformity with this Agreement. Foxborough warrants all repairs and work furnished hereunder against defects in workmanship for one (1) year from the date of Franklin's acceptance of said work and will

provide the labor for any repairs required as a result of any such defect in workmanship at no cost to Franklin. Foxborough further warrants that, to its knowledge and upon reasonable inspection thereof, all parts and materials installed hereunder shall be merchantable; suitable for the purpose for which they are being used; of uniform quality and consistency, absent from known defects; and that they conform with any sample thereof which may have been presented by Foxborough to Franklin. Foxborough's warranty of parts and materials used in completion of the work shall apply only to the extent of part/material manufacturers' guarantees and/or warranties. Foxborough cannot assume responsibility for, and thus cannot further warrant or guarantee no-cost replacement of parts or materials which have failed prematurely solely due to latent manufacturer defect. Foxborough makes no other warranties or representations, express or implied, regarding the services provided hereunder.

**5. COMPENSATION BY FRANKLIN TO FOXBOROUGH**

The compensation to be paid by FRANKLIN to Foxborough for said services shall be determined, assessed, invoiced, and paid as provided in the Service Cost Schedule set forth in Appendix B. Any Foxborough employee performing work on a Franklin emergency vehicle shall continue to be an employee of Foxborough, and Foxborough shall continue to be solely responsible for that person's compensation and benefits. In no event shall this agreement be deemed to make any person performing said work an employee of the Town of Franklin or entitle him to receive any work-related compensation or benefits from the Town of Franklin.

**6. DISPUTE RESOLUTION**

No suit upon any claim or cause of action upon, or for damages upon, by reason of, or growing out of, this Agreement or its non-performance or faulty performance, shall be filed or maintainable by any party unless notice of such claim or cause of action be first given to the other party at its above-noted address not less than sixty (60) days prior to filing.

In the event any dispute of any kind should arise between the Towns concerning the construction of this Agreement or the breach thereof, such dispute may, if the parties agree in writing to do-so, be submitted to an arbitrator selected by the American Arbitration Association. The proceedings before said arbitrator shall be governed by the rules and regulations of said Association, and the award and determination of said arbitrator shall be binding and conclusive upon the Towns and they herewith agree to abide thereby. Any costs associated with arbitration shall be split evenly between the Towns. The Towns may also mutually agree in writing to use other forms of alternative dispute resolution, including mediation, to address disputes arising under this Agreement. Notwithstanding the above, the Towns reserve the right, either in law or equity, and without advance notice to file suit with a court of competent jurisdiction in the nature of specific performance or other proceeding to enforce or compel performance of any or all terms and conditions herein.

**7. SEVERABILITY**

If any provision contained herein is determined by a court of competent jurisdiction to be unenforceable, for any reason, or beyond the scope of the statutory provisions of Chapter 40, § 4A of the General Laws, as amended, then it is the intention of the parties that the remaining provisions hereof shall continue in full force and effect.

**8. ANNUAL STATEMENT**

Each Town shall keep accurate records of services performed, costs incurred and payments, reimbursements and contributions made and received under the terms of this Agreement and shall provide same to the other Town(s) upon request. An annual financial statement reflecting this information shall be made available by each Town on or before October 1 of the following fiscal year.

**9. MAXIMUM FINANCIAL LIABILITY**

The maximum extent of each Town's financial liability in connection with this Agreement shall not exceed the amount validly appropriated by, or available to, each said Town for said purpose.

**10. LIABILITY**

Pursuant to MGL c. 40, s. 4A, each party shall be liable only for the acts and omissions of its own employees and not for the employees of any other agency in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258. By entering into this Agreement, none of the parties has waived any governmental immunity or limitation of damages which may be afforded to it by operation of law.

**11. AMENDMENT**

No officer, official, agent, or employee of either Town shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind either Town by making any promise or representation not contained herein. Any modification to this Agreement shall be by a written amendment duly authorized by each Town. Said amendment shall be executed in the same manner as this Agreement is executed.

**12. ASSIGNMENT**

This duties and obligations established by this Agreement shall not be assigned or transferred by either Town without the express written consent of the other Town, said consent to be made with the same formalities as are required for the execution of this Agreement.

**13. GOVERNING LAW**

This Agreement and all rights of the parties hereunder shall be governed by the laws of the Commonwealth of Massachusetts.

**14. INDEMNIFICATION**

The respective Towns shall hold each other harmless from any and all claims related to employment or employee benefits, to the extent permitted by law, collectively bargained or otherwise, made by persons under their employ prior to the commencement of operations under the Agreement and arising from the establishment hereof. Each party to this Agreement shall be liable for the acts and omissions of its own employees and not for the employees of any other party in the performance of their obligations under this Agreement to the extent provided by the Massachusetts Tort Claims Act, G.L. c. 258. By entering into this Agreement, no Town/ party hereto has waived any governmental immunity or limitation of damages which may be afforded to it by operation of law.

**15. TERMINATION**

Either Town, in the case of Foxborough, by a vote of its Board of Selectmen, and in the case of Franklin, by a vote of its Town Council, may withdraw from and terminate its participation in this Agreement provided it gives not less than ten (10) days advance written notice to the other Towns of its intent to terminate as of a stated date certain. Such termination shall take effect on the date following the termination date specified in said notification. Such termination shall not relieve the terminating Town from any obligations of maintenance, repair, payment or indemnification that may have arisen hereunder prior to such termination, nor from any financial obligations that may extend beyond the termination date. Upon such termination, Foxborough shall prepare a full statement of outstanding unpaid financial obligations under this Agreement and present the same Franklin for payment within thirty (30) days thereafter. Foxborough shall complete any remaining maintenance or repair services on vehicles in its possession at the time of termination.

**16. WAIVER**

The obligations and conditions set forth in this Agreement may be waived only by a writing signed Foxborough and Franklin waiving such obligation or condition. Forbearance by a Town shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that Town under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

**17. HEADINGS**

The paragraph headings herein are used for convenience only, are not part of this Agreement and shall not affect the interpretation of this Agreement.

**18. NOTICES**

Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery, upon the date of verified delivery by courier of package delivery service, or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

**For: Town of Foxborough**

*William G. Keegan, Jr.  
Town Manager  
40 South Street  
Foxborough, MA 02035*

**For: Town of FRANKLIN**

*Jamie Hellen  
Town Administrator  
355 East Central St  
Franklin, MA 02038*

**20. COMPLETE AGREEMENT**

This Agreement constitutes the entire agreement between Foxborough and Franklin concerning the subject matter hereof, superseding all prior agreements and understandings. Any other agreements or understandings made or offered, whether oral or written, between the Towns concerning the subject matter hereof that are not contained in this Agreement and its amendments are hereby declared invalid.

Witness the duly authorized signatures of the parties:

**Town of FOXBOROUGH**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Town of FRANKLIN**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPENDIX A**  
(VOTES OF BOARDS OF SELECTMEN)



**APPENDIX B**

(COMPENSATION FOR SERVICES)

A. Fee Schedule: See the attached schedule entitled “Foxborough Fire & Rescue, Motor Squad Preventative Maintenance Offerings” for Franklin Fire. Foxborough Fire has a repair rate of \$95 per hour for unscheduled and general repairs. The fee schedule shall and repair rate shall have an escalator of 2% commencing on January 1 2022 and 2% January 1 2023 applied to all rates.

B. Invoice Procedure: Invoices shall be generated and sent at the completion of all service or repair and shall have net 30 day terms.