



FRANKLIN TOWN COUNCIL
July 11, 2018

Municipal Building
355 East Central Street
2nd Floor Council Chambers

7:00 PM

A. ANNOUNCEMENTS –

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

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

C. APPROVAL OF MINUTES – *June 20, 2018*

D. PROCLAMATIONS/RECOGNITIONS

E. APPOINTMENTS - *Election Workers*

F. HEARINGS - 7:10 pm

1. *Acceptance of Padden Road and Portion of Longhill Road as Public Ways*
2. *Acceptance of Sheila Lane & Tobacco Road as Public Ways*
3. *Acceptance of Sarah Lane as Public Way*
4. *Zoning Bylaw Amendment 18-803R: Zoning Map Changes from Industrial, or Industrial & Single Family Residential IV, or Industrial & Rural Residential I, to Single Family Residential IV, or Industrial, or Rural Residential I, an Area on or Near Fisher, Hayward and McCarthy Streets – **Continued Hearing***
5. *Zoning Bylaw Amendment 18-805: Changes to §185-21 Parking, Loading and Driveway Requirements – **Continued Hearing***
6. *Zoning Bylaw Amendment 18-810: Definitions. Small, Medium and Large Ground-Mounted Solar Energy Systems, Accessory Use, and Accessory Building or Structure*
7. *Zoning Bylaw Amendment 18-811: Changes to §185-19. Accessory Buildings and Structures*
8. *Zoning Bylaw Amendment 18-812: Ground-Mounted Solar Energy System Use Regulations*

G. LICENSE TRANSACTIONS - *Santa Fe Burrito Grill, LLC – New License*

H. PRESENTATIONS/DISCUSSIONS - *Judith P. Pfeffer – Unsung Heroine Award*
Karen Alves – Dementia Friendly Community

I. SUBCOMMITTEE REPORTS

1. Capital
2. Budget
3. EDC

J. LEGISLATION FOR ACTION

1. Resolution 18-37: Order of Acceptance of Padden Road and Portion of Longhill Road as Public Ways (**Motion to Move Resolution 18-37 – 2/3 Vote (6)**)
2. Resolution 18-38: Order of Acceptance of Sheila Lane & Tobacco Road as Public Ways (**Motion to Move Resolution 18-38 – 2/3 Vote (6)**)
3. Resolution 18-39: Order of Acceptance of Sarah Lane as Public Way (**Motion to Move Resolution 18-39 – 2/3 Vote (6)**)
4. Resolution 18-40: Adoption and Execution of Order of Taking to Enable Widening and other Roadway Improvements Along Rt. 140 at its Intersection with Maple Street at Franklin-Bellingham Town Line (**Motion to Move Resolution 18-40 – 2/3 Vote (6)**)
5. Resolution 18-41: Acceptance of Gift- Franklin Library Association (**Motion to Move Resolution 18-41 – Majority vote (5)**)
6. Resolution 18-42: Authorization for Disposition (Sale) of Town-Owned Land on Grove Street (Remaining Portion of Former Nu-Style Property) (**Motion to Move Resolution 18-42 – 2/3 Majority vote (6)**)
7. Zoning Bylaw Amendment 18-802: Zoning Map Changes From Commercial II, or Rural Residential II & Single Family Residential IV, to Rural Residential II or Single Family Residential IV, an Area on or Near Edwards, Raymond and Beaver Streets – **2nd Reading (Motion to Move Zoning Bylaw Amendment 18-802 – 2/3 Majority Roll Call vote (6))**
8. Zoning Bylaw Amendment 18-803R: Zoning Map Changes from Industrial, or Industrial & Single Family Residential IV, or Industrial & Rural Residential I, to Single Family Residential IV, or Industrial, or Rural Residential I, an Area on or Near Fisher, Hayward and McCarthy Streets – **Continued 1st Reading (Motion to Move Zoning Bylaw Amendment 18-803R to a 2nd Reading - Majority vote (5))**
9. Zoning Bylaw Amendment 18-804: Zoning Map Changes from Single Family Residential III & Single Family Residential IV, to Single Family Residential III or Single Family Residential IV, an Area on or Near Washington, Arlington and James Streets – **2nd Reading (Motion to Move Zoning Bylaw Amendment 18-804 – 2/3 Majority Roll Call vote (6))**
10. Zoning Bylaw Amendment 18-805: Changes to § 185-21 Parking, Loading and Driveway Requirements– **Continued 1st Reading (Motion to Move Zoning Bylaw 18-805 to a 2nd Reading – Majority vote (5))**
11. Zoning Bylaw Amendment 18-810: Definitions. Small, Medium and Large Ground-Mounted Solar Energy Systems, Accessory Use, and Accessory Building or Structure – **1st Reading (Motion to Move Zoning Bylaw Amendment 18-810 to a 2nd Reading – Majority vote (5))**
12. Zoning Bylaw Amendment 18-811: Changes to §185-19. Accessory Buildings and Structures – **1st Reading (Motion to Move Zoning Bylaw Amendment 18-811 to a 2nd Reading – Majority Vote (5))**
13. Zoning Bylaw Amendment 18-812: Ground-Mounted Solar Energy System Use Regulations – **1st Reading (Motion to Move Zoning Bylaw Amendment 18-812 to a 2nd Reading – Majority Vote (5))**
14. Bylaw Amendment 18-813: A Bylaw to Amend the Code of the Town of Franklin at Section 170-32 One Way Streets – **2nd Reading (Motion to Move Bylaw Amendment 18-813 – Majority Roll Call vote (5))**
15. Bylaw Amendment 18-814: Chapter 125, Peace and Good Order – **2nd Reading (Motion to Move Bylaw Amendment 18-814 – Majority Roll Call Vote (5))**

16. *Bylaw Amendment 18-817: Amendment to Water System Map – 1st Reading (Motion to Move Bylaw Amendment 18-817 to a 2nd Reading – Majority vote (5))*
17. *Zoning Bylaw Amendment 18-818: Maximum Building Height Dimensional Regulations – Referral to Planning Board (Motion to refer Zoning Bylaw Amendment 18-818 to the Planning Board – Majority vote (5))*

K. TOWN ADMINISTRATOR'S REPORT

L. FUTURE AGENDA ITEMS

M. COUNCIL COMMENTS

N. EXECUTIVE SESSION

O. ADJOURN

**FRANKLIN TOWN COUNCIL
MINUTES OF MEETING
June 20, 2018**

A meeting of the Town Council was held on Wednesday, June 20, 2018, at the Franklin Municipal Building, 355 East Central Street, Franklin, Massachusetts. Councilors present: Patrick Casey, Robert Dellorco, Melanie Hamblen, Glenn Jones, Matthew Kelly, Eamon McCarthy Earls, Thomas Mercer, Peter Padula, Deborah Pellegrini. Councilors absent: None. Administrative personnel in attendance: Jeffrey Nutting, Town Administrator; Jamie Hellen, Deputy Town Administrator; Mark Cerel, Town Attorney.

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

APPROVAL OF MINUTES: *June 6, 2018.* ► This agenda item was not taken at tonight's meeting.

ANNOUNCEMENTS: Chairman Kelly 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.

PROCLAMATIONS/RECOGNITIONS: *None.*

CITIZEN COMMENTS: ► Ms. Teresa Burr, Town Clerk, stated Channel 25 Fox News selected Franklin to do a Zip Trip segment. They will be coming to Franklin on Friday, July 13, 2018, with live broadcasts starting at 8:00 AM; the interviewing is from 6:00 to 10:00 AM. They would like the entire community to come out to brag about how great the town is. They will have booths including Dunkin Donuts, Canobie Lake Park, Table Talk Pies, radio stations, tickets to concerts, and live interviews such as the Robotics Team from Tri-Country Vocational School. They will be conducting interviews for some of the restaurants in town, the museum, and other locations. There will be lots of things for the kids to do. This will be held in the Town Common. More information is available on the town website.

APPOINTMENTS: ► *Charles River Pollution Control District.* ► Chairman Kelly stated the scheduled appointment will be conducted during the next Town Council meeting.

LICENSE TRANSACTIONS: *None.*

PRESENTATIONS/DISCUSSIONS: ► *Electric Youth.* ► Ms. Raye Lynn Mercer, Director of the Franklin School for the Performing Arts, introduced Electric Youth and stated it has become a tradition for them to stop at the Town Council as they prepare for their annual concert tour in Europe, this year performing 14 concerts over 3 ½ weeks in Austria and Italy. They leave tomorrow. She provided a review of the tour schedule. She stated Electric Youth already met with Fox Channel 25 regarding the Zip Trip so they can be represented on July 13. Electric Youth sang for the Town Council.

HEARINGS: ► Chairman Kelly declared the following three hearings open. He stated the fourth hearing listed will be taken off tonight's agenda per request of the Planning Board.

1. *Zoning Bylaw Amendment 18-802: Zoning Map Changes From Commercial II, or Rural Residential II & Single Family Residential IV, to Rural Residential II or Single Family Residential IV, an Area on or Near Edwards, Raymond, and Beaver Streets*
2. *Zoning Bylaw Amendment 18-803: Zoning Map Changes from Industrial, or Industrial & Single Family Residential IV, or Industrial & Rural Residential I, or Rural Residential I, to Single Family Residential IV or Industrial and Area on or Near Fisher, Hayward, and McCarthy Streets*

3. *Zoning Bylaw Amendment 18-804: Zoning Map Changes from Single Family Residential III & Single Family Residential IV, to Single Family Residential III or Single Family Residential IV, an Area on or Near Washington, Arlington, and James Streets*
4. *Zoning Bylaw Amendment 18-805: Changes to Section 185-21 Parking, Loading, and Driveway Requirements*

► **MOTION to Continue** the Public Hearing for Zoning Bylaw Amendment 18-805: Changes to Section 185-21 Parking, Loading, and Driveway Requirements, to July 11, 2018, at 7:10 PM by **Mercer**. **SECOND** by **Dellorco**. **No Discussion**. ► **VOTE: Yes-9, No-0, Absent-0.**

► Mr. Nutting stated these three proposed zoning changes have been vetted through the Economic Development Committee as part of an overall plan to cleanup lot lines and zones throughout Franklin. In many cases, zones run through the middle of people's property or they do not make sense. He referenced a provided map. Regarding Zoning Bylaw Amendment 18-802, he stated this one is slightly different in that we are not only cleaning up lot lines, we are looking to eliminate Commercial II on Raymond Street behind the Ski Shop area. Those are all homes or condos. It really makes no sense to have Commercial development on a dead-end one-way street. In addition, there must be one acre of land to have a Commercial property and only one lot meets that standard; so, we thought it should all be Residential since it is already 100 percent residential. ► Mr. Mercer, EDC Chairman, stated Mr. Nutting hit the nail on the head; they are just cleaning things up. This is the first part of it. ► Mr. Nutting, regarding Zoning Bylaw Amendment 18-803, stated this is a property down by Hayward and Fisher Streets. Part of it is Industrial, part of it is Residential IV. In referencing the provided map, he stated the big chunk of land in the middle is the DPW. They are just moving lot lines that right now split people's homes. It does not really affect anyone, it just makes the map cleaner. ► Mr. Mercer stated this is more of the cleanup. ► Chairman Kelly asked what the intention of this is. ► Mr. Nutting stated this does not really shrink any Industrial, it just brings the zone to the property line. ► Mr. Paul DeBaggis, 100 Milliken Avenue, who has been in town government for 52 years, mostly in planning, zoning, and building enforcement, and has served on many boards and committees, addressed the Town Council regarding this particular zoning bylaw amendment. He had three pages of maps from the town's Master Plan; he provided copies to the Town Council members. He stated he agrees with what the Planning Department is doing in terms of squaring off property lines; it was done a few years ago in his neighborhood. It makes sense for a property owner to have all their property in one zone. However, looking at the Franklin Zoning Map online, which is page one of his document, a different perspective of the zoning map is shown than the view currently shown on the slideshow which gives the appearance that there is a large area going to be zoned Industrial. That is not the case. That entire area is zoned Rural Residential I; he reviewed the reasons it is zoned as such. The second page of his document is from the Master Plan; he reviewed unique features and scenic resources. Beaver Pond area shows most of the land to be rezoned as part of a town park. The clincher for him is the third map which again shows differently than the small map shown on the screen. This map is from the Town Water Resources zoning map showing most of that area has restrictions for wetlands, streams, ponds, marshes, and town wells. He discussed a past fuel spill which affected a town well. These are our water supplies and he does not believe they should be zoned Industrial or anything other than Rural Residential. He stated it serves no economic purpose to zone the land Industrial. He also heard that although most of the land is owned by the town, there is a piece in there that is privately owned. He thinks they need to maintain a strong vigilance over the town's water supply. He discussed the decrease in available water sites in Franklin. We do not need to zone land Industrial for the reason that it squares off a lot line. In the other cases, it is perfectly fine to rezone the land, but not in this case. ► Mr. Hellen explained which parcel Mr. DeBaggis was referring to. He stated all Town Council members actually have an update on 300 Fisher Street. It is a Superfund site. It is a privately-owned site. It will take years to remediate. The EPA is in the community outreach process. It is under the jurisdiction of the Federal government. He discussed possible future uses. ► Chairman Kelly reviewed the history of this site. ► Mr. Nutting explained the logic of the Industrial zoning; they did not think they would want homes down there. ► Town Council members asked questions and discussed the proposed zoning. ► Mr. Dellorco stated he thinks Mr. DeBaggis may be right about this. ► Mr. Mercer stated it made the most sense to the EDC to

zone it all Industrial as most was already Industrial. ► Mr. Padula asked Mr. DeBaggis if he is still concerned about the wells. ► Mr. DeBaggis stated he believes the porkchop area should be zoned Rural Residential; it is the town's water supply. ► Mr. Padula stated that based on Mr. DeBaggis's training and experience, he does not see any reason not to do a little more vetting on this particular piece. ► Chairman Kelly stated he would like to hear from the Water Department. ► Mr. Nutting stated if the Town Council wants to make that lot Residential, just do it; it is not worth fighting over because it is 20 years before anything will happen. The reality is, if it is made Residential and someone wants to build a subdivision and it is allowed, they can do it. This parcel has to come into some zone. ► Mr. Earls stated he is now inclined to agree with what Mr. DeBaggis has presented. He discussed the geology of the soils in Franklin. ► Mr. Jones stated he does not ever want to see this lot developed, no residents or industrial; it is a contaminated piece of property. He asked Mr. Taberner what the most restrictive zone for this parcel would be. ► Mr. Bryan Taberner, Director of Planning and Community Development, stated it will take a long time for the property to get clean; once clean, it may be good enough for Commercial/Industrial use. If it is changed to Residential, a house could not be built there anyway. He stated that if it were to be changed to a Residential zone, the owner would have to be notified; they have rights. Changing from mostly Industrial to all Industrial the people have already been notified. ► Mr. Cerel, stated there is a private owner that is cooperating with the EPA and participating in the cleanup with the idea that there may be some residual value in the future. To talk about trying to make sure nothing ever gets built on a piece of private property is exposing the town to potential lawsuit. Either go with the proposal or exempt this parcel and leave it as is and move on with the rest of it. ► Mr. Hellen stated the EPA asked what the town would want to see. In the long view, he reviewed what people have wanted to do with the rail bed for the rail trail or possible municipal parking. ► Mr. DeBaggis discussed why the town needs their own land zoned Industrial. ► Mr. Nutting suggested to take the change out of the porkchop lot and leave it as is for tonight and revisit it without compromising the rest. It does not matter if the town land is Industrial or Residential as it will be the DPW for the future. The EPA and private property rights are involved. ► Mr. Cerel explained eminent domain taking. ► Mr. Mercer, in response to a question from Mr. Padula, stated he now believes this parcel should be left as is and bring it back to the EDC. ► Chairman Kelly confirmed that based on the map there will not be more Industrial on McCarthy. ► Mr. Nutting stated it will be Residential. ► Mr. Jones noted some typographical errors/omission on the actual bylaw. ► Chairman Kelly reviewed the options for this zoning bylaw amendment. ► Mr. Nutting stated as this has not been moved to first reading yet, it can still be corrected. If this hearing is voted to be continued, then it can be revisited. ► Chairman Kelly thanked Mr. DeBaggis for his information.

► **MOTION to Continue** the Public Hearing for Zoning Bylaw Amendment 18-803: Zoning Map Changes from Industrial, or Industrial & Single Family Residential IV, or Industrial & Rural Residential I, or Rural Residential I, to Single Family Residential IV or Industrial and Area on or Near Fisher, Hayward, and McCarthy Streets, to July 11, 2018, at 7:10 PM by **Mercer. SECOND by Hamblen. No Discussion.**
 ► **VOTE: Yes-9, No-0, Absent-0.**

► Mr. Nutting, regarding Zoning Bylaw Amendment 18-804, stated this is by Union and Washington Streets; it is lot line cleanups as outlined on the map. ► Town Council members had no comments.

► **MOTION to Continue** the Public Hearing for Zoning Bylaw Amendment 18-802 and Zoning Bylaw Amendment 18-804 by **Dellorco. SECOND by Mercer. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.**

LICENSE TRANSACTIONS: None.

SUBCOMMITTEE REPORTS:

1. **Capital.** ► Mr. Dellorco stated they met tonight and approved \$300,000 for roads and \$160,000 for DPW for sidewalk plow and brush cutter; the old sidewalk plow was from 1974.
2. **Budget.** ► Mr. Padula stated they met for a lengthy meeting on June 18, 2018; it was a joint meeting with Administration, School Committee, and Finance Committee. He reviewed how the meeting

proceeded and what they looked at. Another meeting is scheduled for September 2018; after that a meeting with the public will be scheduled so the subcommittee can get some input.

3. **Economic Development.** ► Mr. Mercer stated they met earlier this evening. They reviewed some of the height issues with Commercial I and will move that forward for the July meeting.

LEGISLATION FOR ACTION:

1. **Bylaw Amendment 18-814: Chapter 125, Peace and Good Order – 1st Reading (Motion to Move Bylaw Amendment 18-814 to a 2nd Reading – Majority Vote (5)).** ► Mr. Jones read the bylaw amendment. ► **MOTION to Move** Bylaw Amendment 18-814: Chapter 125, Peace and Good Order to a 2nd Reading by **Mercer. SECOND** by **Dellorco. Discussion:** ► Mr. Nutting stated on July 1, 2018, recreational marijuana will be legal in the Commonwealth. We worked with the police to come up with a bylaw that basically says you cannot be on public property and smoke marijuana and disturb the peace of others; what you do on your own property is your own business. It kind of mirrors the alcohol laws. ► Mr. Casey asked if signs need to be posted. ► Mr. Cerel stated signs could be posted but are not legally required. ► Mr. Dellorco stated that maybe it would be needed near a store that is selling it. ► Mr. Hellen stated that is something to consider. ► Deputy Chief of Police James Mill stated we have to treat it just like public consumption of alcohol. We will have the right to write fines for it. It is a common-sense measure to keep peace and good order in the town. ► **VOTE: Yes-9, No-0, Absent-0.**
2. **Resolution 18-30: Additional Designations of “Special Municipal Employee” Under State Ethics Law (Motion to Move Resolution 18-30, Majority Vote (5)).** ► Mr. Jones read the resolution. ► **MOTION to Move** Resolution 18-30: Additional Designations of “Special Municipal Employee” Under State Ethics Law by **Mercer. SECOND** by **Padula. Discussion:** ► Mr. Cerel stated he provided a detailed memorandum on this. It is a protection for people to minimize the inadvertent violation of the ethics law. He stated the statute specifically excludes governing bodies and full-time compensated employees. ► Mr. Nutting stated almost all other committees have already been exempted. ► **VOTE: Yes-9, No-0, Absent-0.**
3. **Resolution 18-31: Appropriation: Town-Wide Operational Risk Assessment FY 18 (Motion to Move Resolution 18-31, Majority Vote (5)).** ► Mr. Jones read the resolution. ► **MOTION to Move** Resolution 18-31: Appropriation: Town-Wide Operational Risk Assessment FY 18 for \$20,000 by **Mercer. SECOND** by **Dellorco. Discussion:** ► Mr. Nutting stated the auditors recommended a risk management study which would be a complete review of all Town and School operations outlining any weaknesses that should be addressed. ► **VOTE: Yes-9, No-0, Absent-0.**
4. **Resolution 18-32: Appropriation: Sidewalk Tractor FY 18 (Motion to Move Resolution 18-32, Majority Vote (5)).** ► Mr. Jones read the resolution. ► **MOTION to Move** Resolution 18-32: Appropriation: Sidewalk Tractor FY 18 for \$160,000 by **Mercer. SECOND** by **Padula. Discussion:** ► Mr. Nutting stated we are trying to replace a 44-year-old piece of equipment. ► **VOTE: Yes-9, No-0, Absent-0.**
5. **Resolution 18-33: Appropriation Roads (Motion to Move Resolution 18-33, Majority Vote (5)).** ► Mr. Jones read the resolution. ► **MOTION to Move** Resolution 18-33: Appropriation Roads for \$300,000 by **Mercer. SECOND** by **Dellorco. Discussion:** ► Mr. Nutting stated we have a backlog for roads. We usually use whatever free cash we have to fund those roads. The request was \$1 million; we are suggesting \$300,000. ► Mr. Dellorco of the Capital Subcommittee reviewed where the \$300,000 will be used. ► Chairman Kelly stated free cash is money that was not used last year because department heads were so good at running their departments they gave some money back. ► **VOTE: Yes-9, No-0, Absent-0.**
6. **Resolution 18-34: Appropriation: Fire Department Salaries Supplemental Appropriation FY 18 (Motion to Move Resolution 18-34, Majority Vote (5)).** ► Mr. Jones read the resolution.

- **MOTION** to Move Resolution 18-34: Appropriation: Fire Department Salaries Supplemental Appropriation FY 18 for \$40,000 by **Mercer. SECOND** by **Padula. Discussion:** ► Fire Chief Gary McCarragher stated they started at the beginning of the year to reduce the reliance on mutual aid ambulances so they have been attempting to maintain on-duty staffing at 10 personnel. Also, the shortfall is attributed to a number of injuries, illness and leave. He noted the last few months of the fiscal year are the highest usage for vacations and personal leave by personnel. ► **VOTE: Yes-9, No-0, Absent-0.**
7. *Resolution 18-35: Appropriation: Debt Service Supplemental Appropriation FY 18 (Motion to Move Resolution 18-35, Majority Vote (5)).* ► Mr. Jones read the resolution. ► **MOTION** to Move Resolution 18-35: Appropriation: Debt Service Supplemental Appropriation FY 18 for \$10,815 by **Mercer. SECOND** by **Dellorco. Discussion:** ► Mr. Nutting explained this is to cover a small shortfall in the interest account as a result of slightly higher cost to borrow funds for the Library Construction project. ► **VOTE: Yes-9, No-0, Absent-0.**
8. *Resolution 18-36: Acceptance of Gift of Unimproved Land on Easterly Side of Grove Street, Franklin (Motion to Move Resolution 18-36, Majority Vote (5)).* ► Mr. Jones read the resolution. ► **MOTION** to Move Resolution 18-36: Acceptance of Gift of Unimproved Land on Easterly Side of Grove Street, Franklin by **Mercer. SECOND** by **Padula. Discussion:** ► Mr. Nutting stated from time to time he reaches out to property owners about parcels of land that might benefit the town. In this case the parcel abuts the wells and where the town is going to put the treatment plant; Mr. Paul Dellorco graciously agreed to donate the land. It is approximately 19,000 sq. ft. He has been in discussion with other abutters as well regarding future donations regarding the treatment plant. He recommended accepting the property. ► Mr. Jones and Chairman Kelly stated thank you for the donation. ► **VOTE: Yes-9, No-0, Absent-0.**
9. *Zoning Bylaw Amendment 18-802: Zoning Map Changes From Commercial II, or Rural Residential II & Single Family Residential IV, to Rural Residential II or Single Family Residential IV, an Area on or Near Edwards, Raymond, and Beaver Streets – 1st Reading (Motion to move Zoning Bylaw Amendment 18-802 to a 2nd Reading - Majority Vote (5)).* ► **MOTION** to Waive the Reading by **Mercer. SECOND** by **Dellorco. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.** ► **MOTION** to Move Zoning Bylaw Amendment 18-802: Zoning Map Changes From Commercial II, or Rural Residential II & Single Family Residential IV, to Rural Residential II or Single Family Residential IV, an Area on or Near Edwards, Raymond, and Beaver Streets to a 2nd Reading by **Mercer. SECOND** by **Dellorco. Discussion:** ► Mr. Padula confirmed this was on Raymond Street regarding commercial uses in the back. ► **VOTE: Yes-9, No-0, Absent-0.**
10. *Zoning Bylaw Amendment 18-803: Zoning Map Changes from Industrial, or Industrial & Single Family Residential IV, or Industrial & Rural Residential I, or Rural Residential I, to Single Family Residential IV or Industrial and Area on or Near Fisher, Hayward, and McCarthy Streets – 1st Reading (Motion to Move Zoning Bylaw Amendment 18-803 to a 2nd Reading – Majority Vote (5)).* ► **MOTION** to Continue this legislation/action until July 11, 2018, by **Mercer. SECOND** by **Padula. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.**
11. *Zoning Bylaw Amendment 18-804: Zoning Map Changes from Single Family Residential III & Single Family Residential IV, to Single Family Residential III or Single Family Residential IV, an Area on or Near Washington, Arlington, and James Streets – 1st Reading (Motion to Move Zoning Bylaw Amendment 18-804 to a 2nd Reading – Majority Vote).* ► Mr. Jones read the resolution. ► **MOTION** to Move Zoning Bylaw Amendment 18-804: Zoning Map Changes from Single Family Residential III & Single Family Residential IV, to Single Family Residential III or Single Family Residential IV, an Area on or Near Washington, Arlington, and James Streets to a 2nd Reading by **Mercer. SECOND** by **Dellorco. Discussion:** ► Mr. Nutting stated no comment. ► **VOTE: Yes-9, No-0, Absent-0.**

12. *Zoning Bylaw Amendment 18-805: Changes to Section 185-21 Parking, Loading, and Driveway Requirements – 1st Reading (Motion to Move Zoning Bylaw Amendment 18-805 to a 2nd Reading – Majority vote (5)).* ► **MOTION** to Continue this legislation/action until July 11, 2018, by **Mercer**. **SECOND** by **Padula**. **No Discussion**. ► **VOTE: Yes-9, No-0, Absent-0.**
13. *Zoning Bylaw Amendment 18-815: Changes to Dimensional Regulations for Commercial 1 Zoning District – Referral to Planning Board (Motion to refer Zoning Bylaw Amendment 18-815 to the Planning Board – Majority Vote (5)).* ► Mr. Jones read the zoning bylaw amendment. ► **MOTION** to **Move** Zoning Bylaw Amendment 18-815: Changes to Dimensional Regulations for Commercial 1 Zoning District – Referral to Planning Board by **Mercer**. **SECOND** by **Dellorco**. **Discussion:** ► Mr. Taberner stated he is hoping the Town Council will recommend a Planning Board public hearing. This zoning bylaw amendment would change a few minor dimensional regulations in the CI zoning district. It ended up getting divided into three different amendments. The current side setback of 0 ft. would be changed to 10 ft. on at least one side of the structure. It is for safety reasons and circulation. It would also change the maximum impervious coverage from 90 percent of structures and 100 percent of the whole lot to 80 percent of structures and 90 percent of the whole lot; it leaves a little green space. It is a very small change. ► Town Council members asked questions regarding the changes. ► Mr. Nutting stated 10 percent was recommended on each side, but EDC after discussion thought 10 percent on one side was sufficient. The 80 percent is consistent with the Downtown Commercial District. They are minor modifications. ► Mr. Mercer stated the EDC discussed this at length and Planning Board members were present. ► Chairman Kelly stated he feels it should be up to the Fire Chief on how much space should be around a building. ► **VOTE: Yes-8, No-1, Absent-0.** (Chairman Kelly voted No.)
14. *Zoning Bylaw Amendment 18-816: Poultry Use Regulations - Referral to Planning Board (Motion to refer Zoning Bylaw Amendment 18-816 to the Planning Board – Majority Vote (5)).* ► Mr. Jones read the zoning bylaw amendment. ► **MOTION** to **Move** Zoning Bylaw Amendment 18-816: Poultry Use Regulations - Referral to Planning Board by **Mercer**. **SECOND** by **Padula**. **Discussion:** ► Mr. Nutting stated the EDC had a meeting and several residents came forward and asked if the Town Council would consider easing the setback requirements in order to have chickens. He discussed the current process including the zoning requirements and going through the Board of Health. Currently, an excess of one acre of land is needed to meet the zoning requirement. After discussion, the recommendation is to reduce the side setbacks. A permit from the Board of Health is required. ► Mr. Mercer stated the EDC had a lengthy discussion on this; he looked at what other communities do. ► Mr. Padula asked about pre-existing, non-conforming for someone who already has chickens. ► Mr. Nutting stated this is making it less restrictive; if you already have chickens, you already meet the bylaw. ► **VOTE: Yes-9, No-0, Absent-0.**

TOWN ADMINISTRATOR'S REPORT: ► Mr. Hellen stated the MBTA is raising the parking rate at the Dean Station by \$2.00. They are not raising any other rates on the entire Forge Park line; some of the lots on the line are actually decreasing their parking rate. He stated the legislative delegation will write a letter to the MBTA to challenge the rate increase. ► Mr. Dellorco stated he would bring this up when he has lunch with the assistant general manager next week. ► Mr. Hellen stated GATRA is having a proposed fare increase as well; there is a public hearing on June 26, 2018, at 4:00-6:30 PM at the Franklin Public Library. He encouraged members of the Town Council and members of the public to attend and voice their opinions. The big concern is that we do not want to see the rates harm the participation at the Senior Center. ► Chairman Kelly thanked Mr. Nutting and Mr. Hellen for their hard work on the Legislation for Action on tonight's agenda.

FUTURE AGENDA ITEMS: ► Ms. Pellegrini stated last night she attended the town's Cultural District Committee meeting; it is a very well-organized group. She will attend their meetings and come back to let

the Town Council know. She noted that they are interested in a banner bylaw and thinks it would be good for the EDC to look at this when they discuss signs.

COUNCIL COMMENTS: ► Ms. Hamblen stated the Agricultural Commission has a volunteer who is getting her Master's in Public Health and Nutrition; she is writing a weekly newsletter about Franklin farmers, the Agricultural Commission, and more. Ms. Hamblen provided the information to follow the newsletter online and on the Franklin Agricultural Commission Facebook page. ► Mr. Dellorco and Mr. Mercer gave kudos to the Franklin Varsity Baseball team. It was a great game. Congratulations to the team and all involved. ► Mr. Earls thanked Mr. Paul Dellorco for his generous donation of land to the town. ► Ms. Pellegrini mentioned that Suzanne Marak, a former Franklin teacher who was involved in town committees, passed away this week. ► Mr. Padula stated congratulations to the baseball team. ► Mr. Jones stated he has heard from people how great the Franklin sports teams are. ► Chairman Kelly gave condolences to the family of Suzanne Marak. He stated school is out so please be careful and safe. He hopes the Town Council will start tackling food trucks, breweries, and items such as that. It is huge for economics for communities. He would love to have food trucks in Franklin. ► Mr. Nutting stated the 4th of July celebration begins on June 29 at 6:00 PM and goes through the 4th of July; there are activities each day and evening. Tuesday, July 3, at 9:30 PM are the fireworks at the High School. There are free concerts, a new stage, road races, a bike parade, and more. There is a website with all activities listed. ► Ms. Pellegrini thanked everyone involved on the 4th of July celebration.

EXECUTIVE SESSION: ► *Relative to the Opioid Litigation.* ► Chairman Kelly stated the Town Council needs to meet in executive session relative to the Opioid Litigation. The open session will not reconvene at the conclusion of the executive session. ► Mr. Jones read the executive session statement. ► **MOTION to Enter Executive Session Relative to the Opioid Litigation by Jones. SECOND by Mercer. No Discussion.** ► **ROLL CALL VOTE: Casey-YES; Dellorco-YES; Hamblen-YES; Jones-YES; Kelly-YES; Earls-YES; Mercer-YES; Padula-YES; Pellegrini-YES.** ► **VOTE: Yes-9, No-0, Absent-0.**

The open session of the Town Council meeting ended at 9:01 PM.

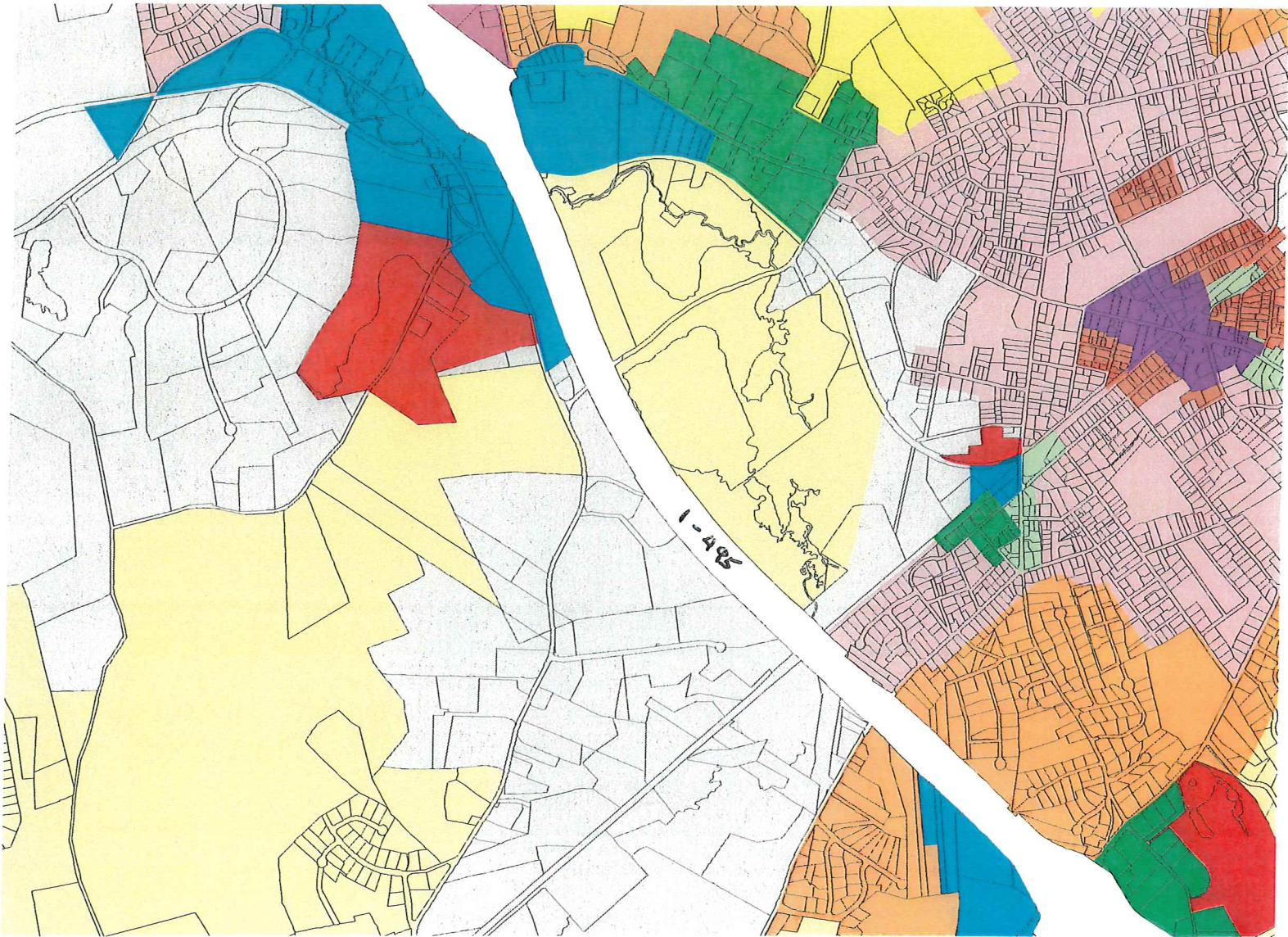
Respectfully submitted,

Judith Lizardi
Recording Secretary

FRANKLIN ZONING MAP
ONLINE

495/BEAVER POND AREA

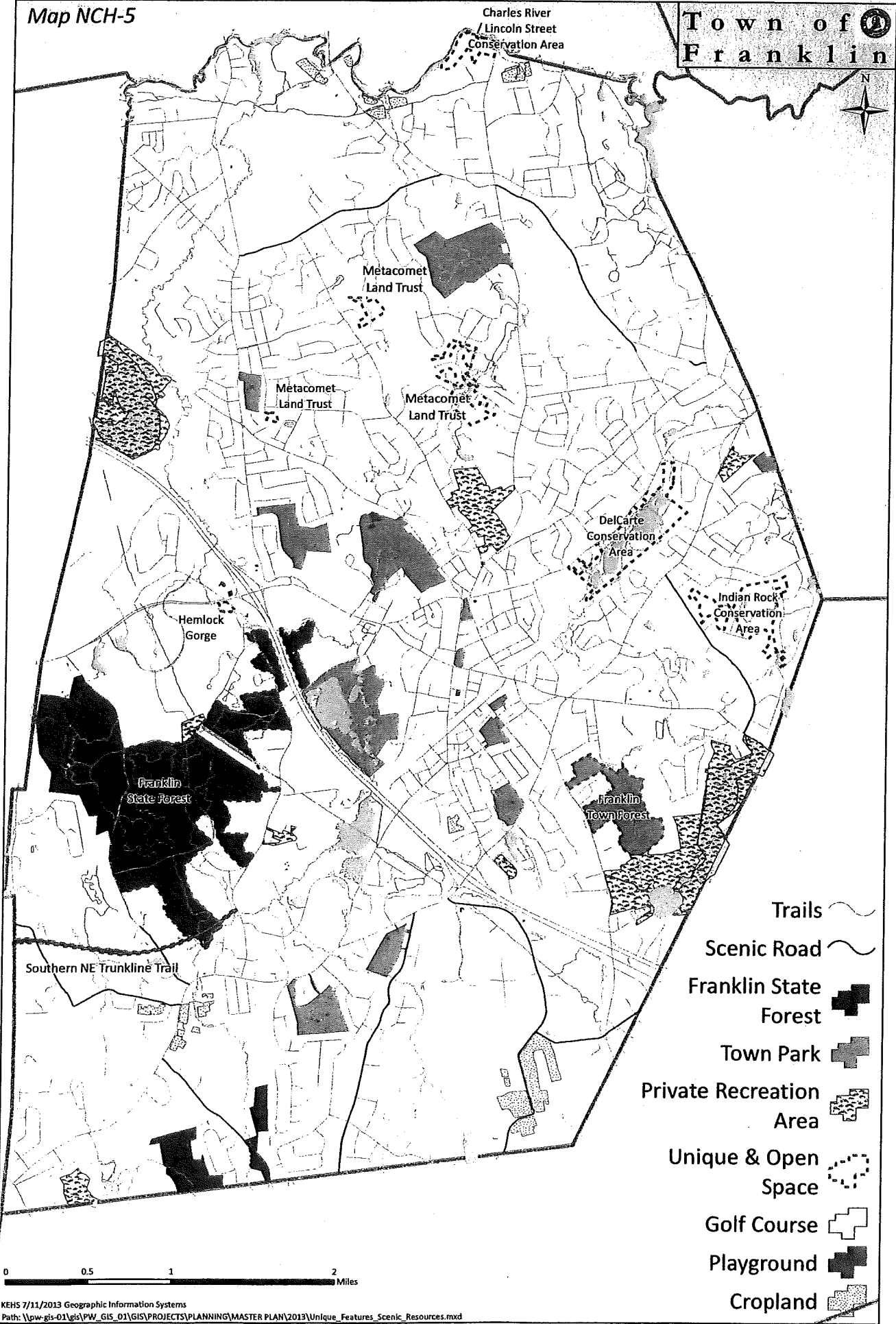
Paul S. Sage



Unique Features and Scenic Resources

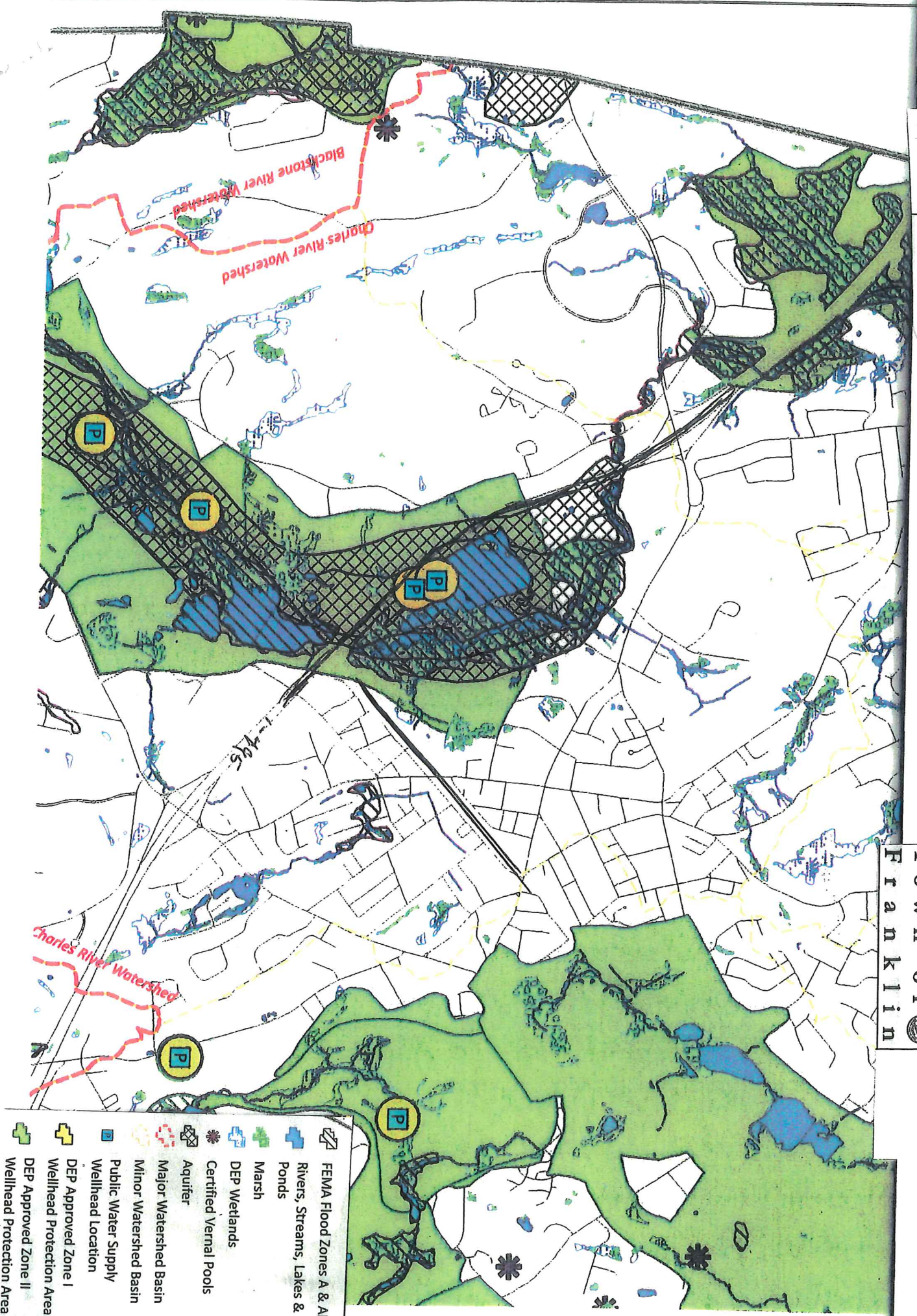
Map NCH-5





Town of Franklin



Water Resources

Town of Franklin



-  FEMA Flood Zones A & AE
-  Rivers, Streams, Lakes & Ponds
-  Marsh
-  DEP Wetlands
-  Certified Vernal Pools
-  Aquifer
-  Major Watershed Basin
-  Minor Watershed Basin
-  Public Water Supply Wellhead Location
-  DEP Approved Zone I Wellhead Protection Area
-  DEP Approved Zone II Wellhead Protection Area
-  DEP Approved Interim Wellhead Protection Area



APPOINTMENTS:

Election Workers

The Town Clerk has submitted the attached names to be appointed as Election Workers for the upcoming 2018 election.

MOTION to ratify the appointment by the Town Administrator of the attached Election Workers as requested by the Town Clerk.

DATED: _____, 2018

A True Record Attest:

Teresa M. Burr
Town Clerk

VOTED:

UNANIMOUS _____

YES _____ NO _____

ABSTAIN _____

ABSENT _____

Glenn Jones, Clerk
Franklin Town Council

COUNCIL APPOINTMENT FOR ELECTION YEAR 2018

Teresa M. Burr		
59	ELECTION WORKERS	
	NAME	
	Adams, Joyce	Malonson, Jayne
	Bissanti, Anne M.	Marek, Michelle
	Brunelli, Peter	Martin, Elizabeth
	Buliung, Art	McCaffrey, Lesley
	Burnard, Eileen	McDermott, Lesley
	Caribardi, Faye	Minkle, Corinne
	Carrachino, Paul	Moore, Susan
	Carrachino, Valarie	Olsen, Tom
	Crowley, Steven	Pasquantonio, Joanne
	Cussen, Joan	Pedersen, Joyce
	D'Alessando, Janice	Picard, Betty
	D'Amico, Lois	Pisani, Barbara
	D'Errico, Mary	Pisani, Joyce
	Gelineau, Gloria	Rautenberg, Loretta
	Gentili, Jean	Renkas, Paula
	Ghiringhelli, Mona	Repeta, Charles
	Gleichauf, Cynthia	Rondeau, Barbara
	Halterman, Janet	Santoro, Patricia
	Hooper, Sheila	Semerjian, Lucy
	Howe, Steve	Shanahan, Joanne
	Hutchinson, Joyce	Smith, Joanne
	Hynes, Judy	Tolman, Elaine
	Ipacs, Carol	Tomaino, Richard
	Jewell, Linda	Tomaino, Theresa
	Kautz, Carol	Verrochi, Jill
	Kelley Linda	Vozella, Louise
	Kelley, William	Woodring, Anne
	Kelly, Barbara	Wright, Joanne
	Kenney, Sandra	Zalkowski, Deborah
	Lane, Margie	

HEARINGS – 7:10 PM

Town of Franklin

Town Administrator
Tel: (508) 520-4949

Fax: (508) 520-4903



355 East Central Street
Franklin, Massachusetts 02038-1352

June 20, 2018

Milford Daily News
159 S. Main Street
Milford, MA 01757

Attention: LEGAL NOTICES DEPT.

PLEASE ADVERTISE -- Once in the Legal Ads Section on Tuesday, June 26, 2018

NOTICE OF PUBLIC HEARING FRANKLIN, MA

Pursuant to Chapter 163 of the Legislative Acts of 2011, the Franklin Town Council will hold a public hearing on Wednesday evening, July 11, 2018 at 7:10 p.m. in the Council Chambers located on the second floor of the Franklin Municipal Building, 355 East Central Street, Franklin, MA to determine whether it is in the public interest to accept the following named roads as public ways:

Padden Road
Portion of Longhill Road Consisting of an Approximately
900 Foot Section in the Vicinity of Padden Road and
Philomena Way
Sheila Lane, from Station 0+00 to Station 13+00, as Shown
on Street Acceptance Plan
Tobacco Road
Sarah Lane

Please contact The Town Administrator's Office at 508-520-4949 if you require further information or if you need to make arrangements to provide translation services for the hearing impaired or for person with language barriers.

Submitted by,
Cindy Elz

Send 1 tear sheet

Cindy Elz
Town Administrator's Office
355 East Central Street
Franklin, MA 02038
(508) 553-4890

E-mail: townadmin@franklin.ma.us Website: www.franklin.ma.us



Printed on recycled paper

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 BY-LAW AMENDMENT 18-803 R. ZONING MAP CHANGES,
ON OR NEAR FISHER, HAYWARD AND MCCARTHY STREETS**
**CC: JAMIE HELLEN, DEPUTY TOWN ADMINISTRATOR
AMY LOVE, PLANNER**
DATE: JUNE 27, 2018

The Department of Planning and Community Development (DPCD) has developed a revision to Zoning Map Amendment 18-803 in response to concerns expressed at the June 20, 2018 Town Council meeting.

The minor changes are as follows:

Rezone Parcel 287-109-000 from Industrial and Rural Residential I to Rural Residential I, instead of Industrial.

Leave Parcel 296-211-000 as Rural Residential I, instead of rezoning to Industrial.

Attached are the following:

- A revised list of parcels proposed for rezoning;
- Zoning By-law Amendment 18-803R: Zoning Map Changes from Industrial, or Industrial and Single Family Residential IV, or Industrial and Rural Residential I, to Single Family Residential IV, or Industrial, or Rural Residential I an area on or near Fisher, Hayward and McCarthy Streets; and
- An updated/revised diagram with two maps: one showing the current zoning in the area, and one showing proposed Zoning Map changes.

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

Proposed Zoning Map Amendment

**Industrial, or Industrial & Single Family Residential IV, or Industrial & Rural Residential I,
to Single Family Residential IV, or Industrial, or Rural Residential I**

18-803R

An Area On Or Near Fisher, Hayward and McCarthy Streets

Parcel	Location	Size (acres)	Owners	From	To
278-016-000	5 Fisher Street	14.75000	CCMcD Property LLC	I & SFRIV	I
287-102-000	40 McCarthy Street	1.26400	J. Greenwood, K. Greenwood, P. Glenn & M A H	I & SFRIV	SFRIV
287-103-000	52 McCarthy Street	0.69842	C.J. Harvey	I & SFRIV	SFRIV
287-104-000	58 McCarthy Street	0.83455	R.A. & B.J. Pisani	I & SFRIV	SFRIV
287-105-000	McCarthy Street	1.11900	Town of Franklin	I & SFRIV	SFRIV
287-106-000	Fisher Street	4.50000	Town of Franklin	I	SFRIV
287-107-000	Sugar Beet Road	3.20000	Town of Franklin	I	SFRIV
287-109-000	269 Fisher Street	43.12000	Town of Franklin	I & RRI	RRI
287-117-000	127 Fisher Street	0.27858	R. Henault	I	SFRIV
287-118-000-000	121 Fisher Street	0.25629	The 121 Fisher St Condo. c/o G. Deforge	I	SFRIV
287-118-000-001	121 Fisher Street	0.00000	G. T. Deforge. J. Deforge	I	SFRIV
287-118-000-002	121 Fisher Street - Unit 2	0.00000	J.E. Moore	I	SFRIV
287-119-000	115 Fisher Street	0.23871	S. King. D. King	I & SFRIV	SFRIV
287-125-000	24 Hayward Street	0.40000	D.L. Eisenhauer. P.L. Eisenhauer	I	SFRIV
287-127-000	25 Hayward Street	0.32137	O. Ndoye	I	SFRIV
296-210-000	300 Fisher Street	18.25900	BJAT LLC	I & RRI	I
	Total Area	89.23992			

I = Industrial Zoning District

SFRIV = Single Family Residential IV Zoning District

RRI = Rural Residential I Zoning District

6/27/2018

Franklin DPCD

**TOWN OF FRANKLIN
ZONING BY-LAW AMENDMENT 18-803R**

ZONING MAP CHANGES FROM INDUSTRIAL, OR INDUSTRIAL & SINGLE FAMILY RESIDENTIAL IV, OR INDUSTRIAL & RURAL RESIDENTIAL I, TO SINGLE FAMILY RESIDENTIAL IV, OR INDUSTRIAL, OR RURAL RESIDENTIAL I, AN AREA ON OR NEAR FISHER, HAYWARD AND MCCARTHY STREETS

A ZONING BY-LAW AMENDMENT TO THE CODE OF THE TOWN OF FRANKLIN AT CHAPTER 185 SECTION 5, ZONING MAP

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT: The Code of the Town of Franklin is hereby amended by making the following amendments to §185-5, Zoning Map:

That the Zoning Map of the Town of Franklin be amended by changing from Industrial and Single Family Residential IV to Industrial parcel number **278-016-000** containing **14.75 acres**, as shown on the Town of Franklin's Assessor's Maps

And the Zoning Map of the Town of Franklin be amended by changing from Industrial and Single Family Residential IV to Single Family Residential IV an area containing **4.15± acres**, comprising the following parcels of land as shown on the Town of Franklin's Assessor's Maps:

Parcel Numbers

287-102-000	287-103-000	287-104-000
287-105-000	287-119-000	

And the Zoning Map of the Town of Franklin be amended by changing from Industrial to Single Family Residential IV an area containing **8.96± acres**, comprising the following parcels of land as shown on the Town of Franklin's Assessor's Maps:

Parcel Numbers

287-106-000	287-107-000	287-117-000
287-118-000	287-125-000	287-127-000

And the Zoning Map of the Town of Franklin be amended by changing from Rural Residential I and Industrial to Rural Residential I parcel number **287-109-000** containing **43.12± acres**, as shown on the Town of Franklin's Assessor's Maps

And the Zoning Map of the Town of Franklin be amended by changing from Industrial and Rural Residential I to Industrial parcel number **296-210-000** containing **18.26± acres**, as shown on the Town of Franklin's Assessor's Maps Industrial.

The area to be rezoned is shown on the attached map (“Proposed Zoning Map Changes, An Area On Or Near Fisher, Hayward and McCarthy Streets”).

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: _____, 2018

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

Teresa M. Burr
Town Clerk

ABSTAIN _____

ABSENT _____

Glenn Jones, Clerk

Proposed Zoning Map Changes, An Area On Or Near Fisher, Hayward and McCarthy Streets

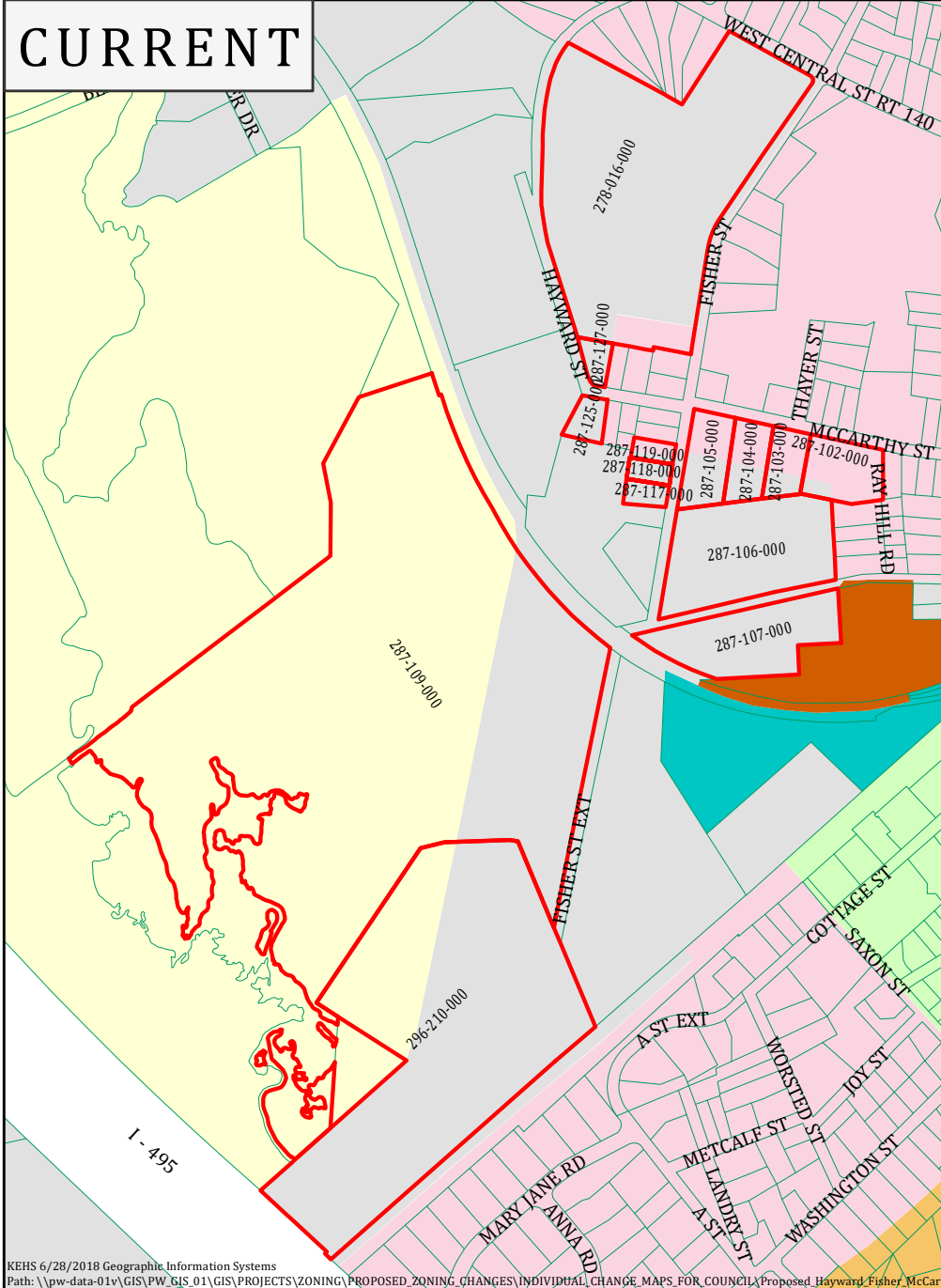
Industrial, or Industrial & Single Family Residential IV, or Industrial & Rural Residential I, to Single Family Residential IV, or Industrial, or Rural Residential I

- Business
- Rural Residential I
- Parcel Line
- Commercial I
- Single-Family III
- Industrial
- Single-Family IV
- Residential VI
- Area of Proposed Change

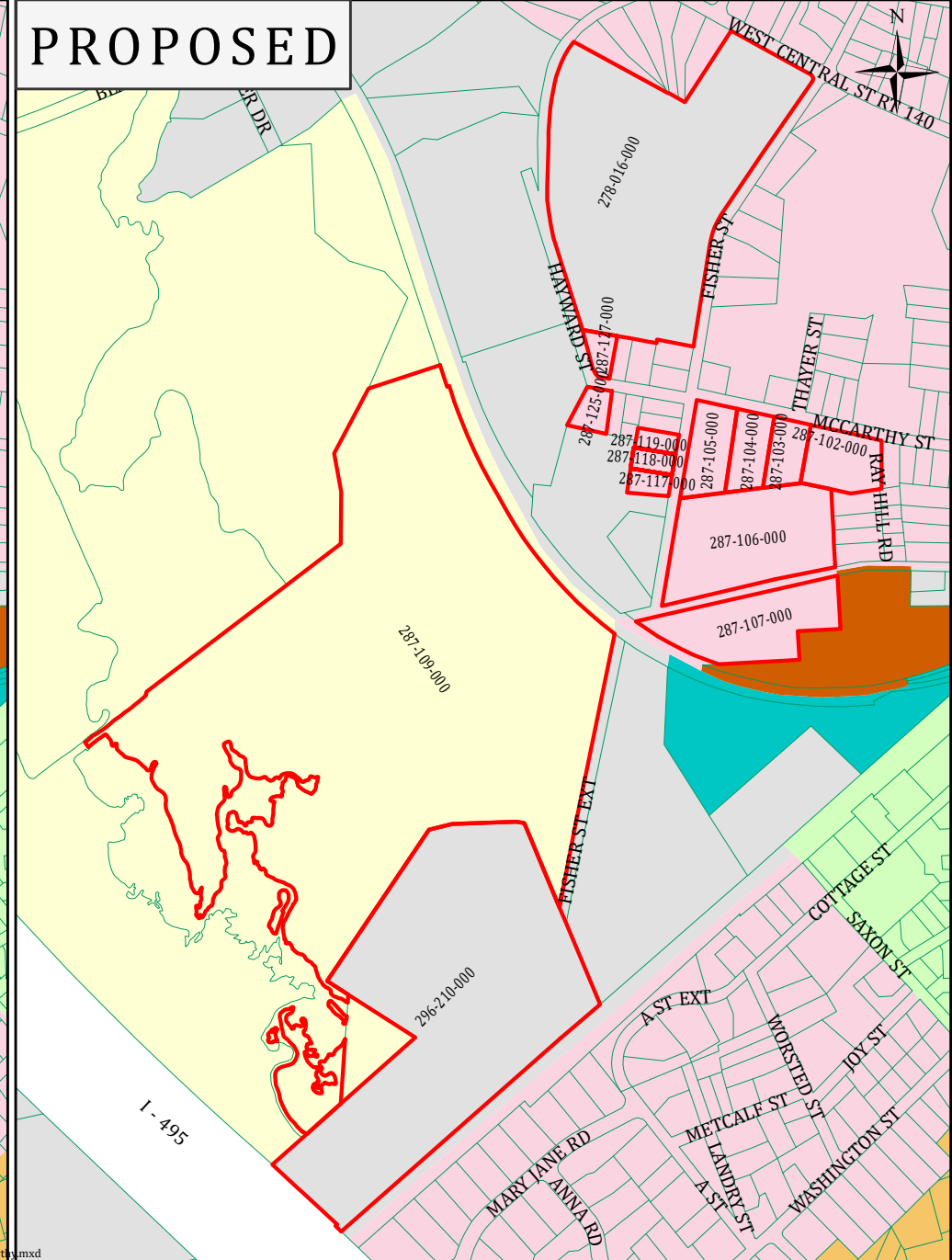
18-803R

0 125 250 500 750 1,000 Feet

CURRENT



PROPOSED



Town of Franklin

Tel: (508) 520-4907

Fax: (508) 520-4906



Planning Board

355 East Central Street
Franklin, Massachusetts 02038-1352

TOWN OF FRANKLIN
TOWN CLERK

2018 JUN 19 P 1:07

RECEIVED

June 19, 2018

Teresa M. Burr, Town Clerk
Town of Franklin
355 East Central Street
Franklin, MA 02038

CERTIFICATE OF VOTE

Zoning By-law Amendment #18-805
Changes to §185-21 Parking, Loading and Driveway Requirements.

Petitioner: Town Administration

Dear Mrs. Burr:

Please be advised that at its meeting on Monday, June 18, 2018 the Planning Board, upon motion duly made and seconded, voted (5-0-0) to *Continue* the Public Hearing on Zoning By-law Amendment #18-805, Changes to Chapter 185-21 Parking, Loading and Driveway Requirements until July 9, 2018 at 7:20PM.

Sincerely,

Anthony Padula
Chairman

cc: Town Council
Town Administrator
Deputy Town Administrator

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: _____, 2018

VOTED:
UNANIMOUS _____

A True Record Attest:

YES _____ NO _____

ABSTAIN _____

Teresa M. Burr
Town Clerk

ABSENT _____

Glenn Jones, Clerk

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

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.

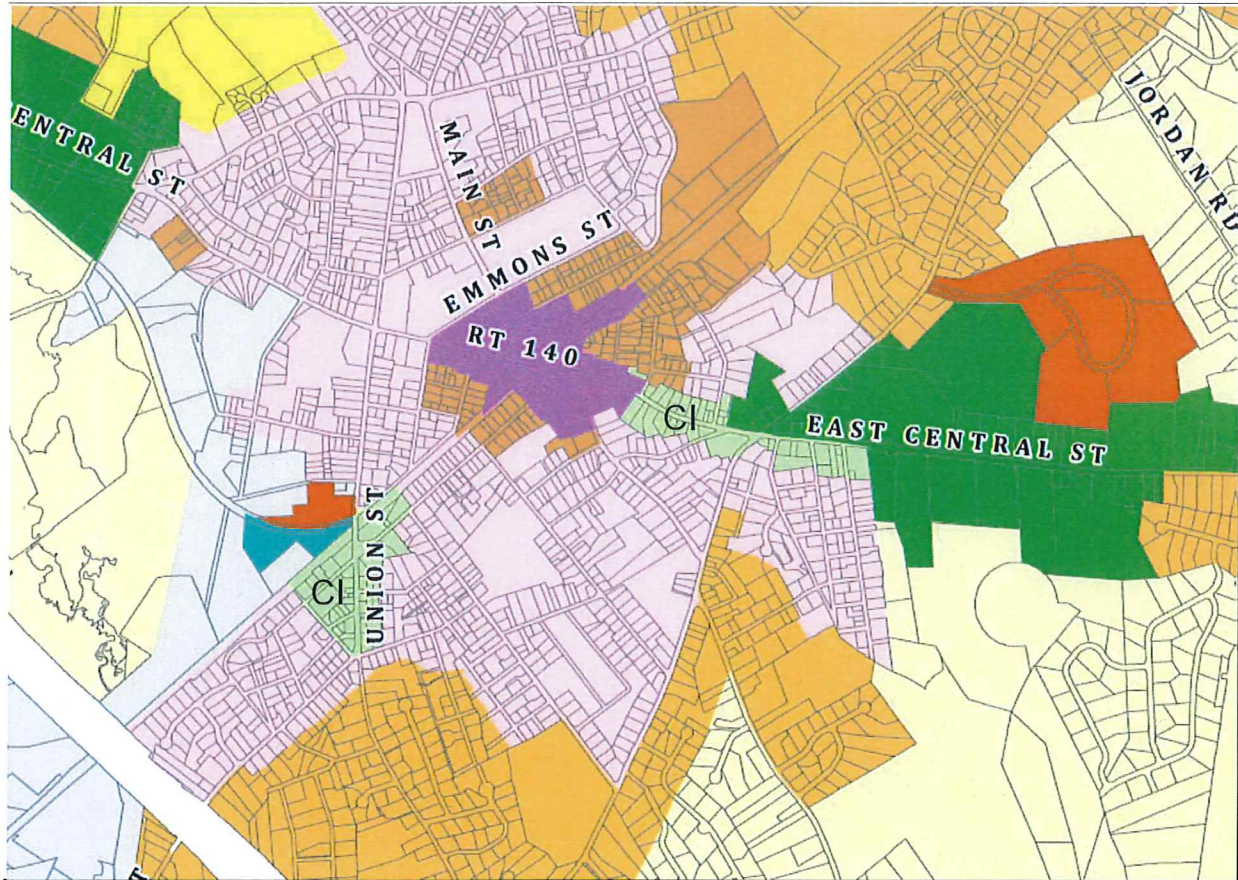
The Economic Development Committee discussed the proposed parking regulations changes at their April 11, 2018 meeting, and voted to send the Zoning Bylaw Amendment to Town Council for further consideration. If Town Council supports the proposed zoning bylaw amendment, DPCD recommends they refer Zoning 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.

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



TOWN OF FRANKLIN
TOWN CLERK

2018 MAY 25 A 10: 07

RECEIVED

Planning Board

The following notice will be published in the Milford Daily Newspaper on
Monday, June 4, 2018 and Monday, June 11, 2018

In accordance with the provisions of M.G.L. Chapter 40A, Section 5, notice is hereby given that the Planning Board will hold a Public Hearing on June 18, 2018 at 7:05 PM and the Town Council will hold a Public Hearing on June 20, 2018 at 7:10 PM in the Town Council Chambers of the Municipal Building, 355 East Central Street, to consider amending Chapter 185, Section 21 Parking, Loading and Driveway Requirements of the Code of the Town of Franklin as follows:

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, sub-sections 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.~~

Subsection B is deleted entirely and replaced with the following:

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

- (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.**

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

Anthony Padula, Chairman
Franklin Planning Board

Matt Kelly, Chairman
Franklin Town Council



SPONSOR: Administration

TOWN OF FRANKLIN
ZONING BY-LAW AMENDMENT 18-810
DEFINITIONS. SMALL, MEDIUM AND LARGE GROUND-MOUNTED
SOLAR ENERGY SYSTEMS, ACCESSORY USE, AND
ACCESSORY BUILDING OR STRUCTURE

A ZONING BY-LAW TO AMEND THE FRANKLIN TOWN CODE AT
CHAPTER 185, SECTION 3.

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 **deletions** and **additions** to §185-3 Definitions:

~~ACCESSORY BUILDING OR USE: A use or separate structure on the same lot with and of a nature customarily incidental and subordinate to the principal use or structure~~

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

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

ACCESSORY BUILDING OR STRUCTURE: A building or other structure that is incidental, subordinate and reasonably related to the principal building on the property and is physically detached from the principal building. Accessory buildings and structures must be on the same property as the building to which they are accessory.

ACCESSORY USE: A use of land found on the same parcel as the principal use, but incidental, subordinate and reasonably related to the principal use.

LARGE-SCALE GROUND-MOUNTED SOLAR ENERGY SYSTEMS: An Active Solar Energy System that is structurally mounted to the ground and occupies more than 40,000 square feet of surface area (equivalent to a rated nameplate capacity of about 250kW DC or greater).

MEDIUM-SCALE GROUND-MOUNTED SOLAR ENERGY SYSTEMS: An Active Solar Energy System that is structurally mounted to the ground and occupies more than 1,750 but less than 40,000 square feet of surface area (equivalent to a rated nameplate capacity of about 10 - 250 kW DC).

SMALL-SCALE GROUND-MOUNTED SOLAR ENERGY SYSTEMS: An Active Solar Energy System that is structurally mounted to the ground and occupies 1,750 square feet of surface area or less (equivalent to a rated nameplate capacity of about 10 kW DC or less).

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: _____, 2018

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

Teresa M. Burr
Town Clerk

ABSTAIN _____

ABSENT _____

Glenn Jones, Clerk

Town of Franklin



TOWN OF FRANKLIN
TOWN CLERK

2018 JUN 11 A 9:09

RECEIVED

Planning Board

The following notice will be published in the Milford Daily Newspaper on Monday, June 25, 2018 and Monday, July 2, 2018

In accordance with the provisions of M.G.L. Chapter 40A, Section 5, notice is hereby given that the Planning Board will hold a Public Hearing on July 9, 2018 at 7:10 PM and the Town Council will hold a Public Hearing on July 11, 2018 at 7:10 PM in the Town Council Chambers of the Municipal Building, 355 East Central Street, to consider amending Chapter 185, Sections 3, Zoning Map of the Code of the Town of Franklin as follows:

ZONING BY-LAW AMENDMENT 18-810

DEFINITIONS. SMALL, MEDIUM AND LARGE GROUND-MOUNTED SOLAR ENERGY SYSTEMS, ACCESSORY USE, AND ACCESSORY BUILDING OR STRUCTURE

A ZONING BY-LAW TO AMEND THE FRANKLIN TOWN CODE AT CHAPTER 185, SECTION 3.

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 to §185-3 Definitions:

ACCESSORY BUILDING OR STRUCTURE: A building or other structure that is incidental, subordinate and reasonably related to the principal building on the property and is physically detached from the principal building. Accessory buildings and structures must be on the same property as the building to which they are accessory.

ACCESSORY USE: A use of land found on the same parcel as the principal use, but incidental, subordinate and reasonably related to the principal use.

LARGE-SCALE GROUND-MOUNTED SOLAR ENERGY SYSTEMS: An Active Solar Energy System that is structurally mounted to the ground and occupies more than 40,000 square feet of surface area (equivalent to a rated nameplate capacity of about 250kW DC or greater).

MEDIUM-SCALE GROUND-MOUNTED SOLAR ENERGY SYSTEMS: An Active Solar Energy System that is structurally mounted to the ground and occupies more than 1,750 but less than 40,000 square feet of surface area (equivalent to a rated nameplate capacity of about 10 - 250 kW DC).

SMALL-SCALE GROUND-MOUNTED SOLAR ENERGY SYSTEMS: An Active Solar Energy System that is structurally mounted to the ground and occupies 1,750 square feet of surface area or less (equivalent to a rated nameplate capacity of about 10 kW DC or less).

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

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

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

Anthony Padula, Chairman
Franklin Planning Board

Matt Kelly, Chairman
Franklin Town Council



SPONSOR: *Administration*

TOWN OF FRANKLIN

ZONING BY-LAW AMENDMENT 18-811: CHANGES TO §185-19. ACCESSORY BUILDINGS AND STRUCTURES

A ZONING BY-LAW TO AMEND CHAPTER 185 SECTION 19 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 deleting the entire section of §185-19 Accessory buildings and structures, and adding the following text:

§185-19. Accessory buildings and structures

A. Purpose. The purpose of this Bylaw is to provide for the reasonable regulation and control of accessory buildings and structures within the Town of Franklin in order to protect the health, safety, and welfare of its residents, without unduly restricting the conduct of lawful enterprise.

B. Setback requirements and height restrictions. The following setbacks shall apply to all accessory buildings and structures, unless otherwise regulated in other sections of Chapter 185:

1. No accessory building or structure shall be located within a required front yard setback. Lots having frontage on any street will maintain the front yard setback from all street frontage.
2. No accessory building or structure shall be located in any side yard area nearer to the side lot line than 10 feet in any zoning district.
3. No accessory building or structure shall be located in a rear yard nearer to the rear lot line than 10 feet.
4. No accessory building or structures shall be less than a distance equal to the common building height to common grade to any rear or side lot line.
5. No accessory buildings or structures of any size shall be closer than 10 feet to any principal building, or other accessory building or structure.

C. Swimming Pools.

The setbacks for swimming pools shall meet those of the accessory structure including pool equipment, i.e., pumps, heaters, etc., in the section noted above. In the case of a corner lot, the pool and the equipment must meet the front yard setback for that zone.

Swimming pools are accessory structures whether in-ground, above-the-ground or on-the-ground. To get an accurate measurement, above-the-ground pools should be measured from the outside of the pool including any decking and related equipment; in-ground pools should be measured from the outside edge of the pool or coping including equipment.

D. Free standing signs.

See §185-19. Signs, for accessory sign requirements.

E. Ground-mounted solar energy systems.

The following restrictions are additional to setback and height requirements outlined in §185-19.B. above:

1. Planning Board site plan review is required of all medium-scale ground-mounted solar energy systems.
2. No accessory ground-mounted solar energy systems on parcels within or adjacent to residential Zoning Districts shall be located in any side or rear yard area nearer to the lot line than 20 feet.
3. No accessory ground-mounted solar energy system shall be more than 15 feet in height, measured from the common grade.

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: _____, 2018

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk

Town of Franklin



Planning Board

TOWN OF FRANKLIN
TOWN CLERK
2018 JUN 11 A 9:09
RECEIVED

The following notice will be published in the Milford Daily Newspaper on
Monday, June 25, 2018 and Monday, July 2, 2018

In accordance with the provisions of M.G.L. Chapter 40A, Section 5, notice is hereby given that the Planning Board will hold a Public Hearing on July 9, 2018 at 7:10 PM and the Town Council will hold a Public Hearing on July 11, 2018 at 7:10 PM in the Town Council Chambers of the Municipal Building, 355 East Central Street, to consider amending Chapter 185, Sections 19, Zoning By-Law of the Code of the Town of Franklin as follows:

**ZONING BY-LAW AMENDMENT 18-811:
CHANGES TO §185-19. ACCESSORY BUILDINGS AND STRUCTURES**

**A ZONING BY-LAW TO AMEND CHAPTER 185 SECTION 19
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 deleting the entire section of §185-19 Accessory buildings and structures, and adding the following text:

§185-19. Accessory buildings and structures

A. Purpose. The purpose of this Bylaw is to provide for the reasonable regulation and control of accessory buildings and structures within the Town of Franklin in order to protect the health, safety, and welfare of its residents, without unduly restricting the conduct of lawful enterprise.

B. Setback requirements and height restrictions. The following setbacks shall apply to all accessory buildings and structures, unless otherwise regulated in other sections of Chapter 185:

1. No accessory building or structure shall be located within a required front yard setback. Lots having frontage on any street will maintain the front yard setback from all street frontage.
2. No accessory building or structure shall be located in any side yard area nearer to the side lot line than 10 feet in any zoning district.
3. No accessory building or structure shall be located in a rear yard nearer to the rear lot line than 10 feet.
4. No accessory building or structures shall be less than a distance equal to the common building height to common grade to any rear or side lot line.
5. No accessory buildings or structures of any size shall be closer than 10 feet to any principal building, or other accessory building or structure.

C. Swimming Pools.

The setbacks for swimming pools shall meet those of the accessory structure including pool equipment, i.e., pumps, heaters, etc., in the section noted above. In the case of a corner lot, the pool and the equipment must meet the front yard setback for that zone.

Swimming pools are accessory structures whether in-ground, above-the-ground or on-the-ground. To get an accurate measurement, above-the-ground pools should be measured from the outside of the pool including any decking and related equipment; in-ground pools should be measured from the outside edge of the pool or coping including equipment.

D. Free standing signs.

See §185-19. Signs, for accessory sign requirements.

E. Ground-mounted solar energy systems.

The following restrictions are additional to setback and height requirements outlined in §185-19.B. above:

1. Planning Board site plan review is required of all medium-scale ground-mounted solar energy systems.
2. No accessory ground-mounted solar energy systems on parcels within or adjacent to residential Zoning Districts shall be located in any side or rear yard area nearer to the lot line than 20 feet.
3. No accessory ground-mounted solar energy system shall be more than 15 feet in height, measured from the common grade.

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

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

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

Anthony Padula, Chairman
Franklin Planning Board

Matt Kelly, Chairman
Franklin Town Council

Sponsor: *Administration*

TOWN OF FRANKLIN

**ZONING BY-LAW AMENDMENT 18-812: GROUND-MOUNTED
SOLAR ENERGY SYSTEM USE REGULATIONS,**

**CHANGES TO CHAPTER 185, USE REGULATIONS
SCHEDULE PART III AND PART VII**

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** to §185 Use Regulations Schedule Part III and Part VII, Attachment 4 and Attachment 8:

185 Attachment 4
USE REGULATION SCHEDULE
PART III

Symbols in the Use Regulations Schedule shall mean the following:

- Y = A permitted use.
- N = An excluded or prohibited use.
- BA = A use authorized under special permit from the Board of Appeals.
- PB = A use authorized under special permit from the Planning Board.
- P/SP = Permitted as of right. A special permit from the Board of Appeals is required if the proposed project results in an increase in estimated water consumption of more than 15,000 gallons per day.

Principal Uses	District													
	RR RV	RRII RVII	SFRIII	SFRIV	GRV	NC	RB	CI	CII	DC	B	I	LI	O
3. Industrial, utility														
3.1 Bus, railroad station	N	N	N	N	N	N	N	P/SP	P/SP	P/SP	P/SP	P/SP	P/SP	P/SP
3.2 Contractor's yard														
a. Landscape materials storage and distribution	N	N	N	N	N	N	N ⁷	N	N	N	N ⁷	P/SP	N	N
b. Other	N	N	N	N	N	N	N	N	N	N	N ⁷	P/SP	N	N
3.3 Earth removal														
a. Earth removal, commercial ^{1,3,6}	N	N	N	N	N	N	N	BA	BA	N	BA	BA	BA	BA
b. Earth removal, other ⁴	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA
c. Rock quarrying	N	N	N	N	N	N	N	N	N	N	N	N	N	N
d. Washing, sorting and/or crushing or processing of materials	N	N	N	N	N	N	N	N	N	N	N	N	N	N
e. Production of concrete	N	N	N	N	N	N	N	N	N	N	N	N	N	N
f. Production of bituminous concrete	N	N	N	N	N	N	N	N	N	N	N	N	N	N
3.4 Lumberyard	N	N	N	N	N	N	N	N	N	N	N	N	N	N
3.5 Manufacturing and Processing:														
a. Biotechnology ¹	N	N	N	N	N	N	N	N	N	N	N	Y	N	Y
b. Light	N	N	N	N	N	N	N	PB	PB	PB	PB	P/SP	N	PB
c. Medium	N	N	N	N	N	N	N	N	N	N	N	P/SP	N	N
d. Heavy	N	N	N	N	N	N	N	N	N	N	N	N	N	N
3.6 Printing, publishing:														
a. Under 5,000 square feet	N	N	N	N	N	N	N	P/SP	P/SP	P/SP	P/SP	P/SP	N	P/SP
b. Over 5,000 square feet	N	N	N	N	N	N	N	N	N	N	P/SP	P/SP	N	PB

185 Attachment 4
USE REGULATION SCHEDULE
PART III (Continued)

Principal Uses	District													
	RRI P/SP	RRII RVII	SFRIII P/SP	SFRIV P/SP	GRV P/SP	NC	RB	CI	CII P/SP	DC	B	I	LI	O
3.7 Public utility	N													
3.8 Electric power plant														
3.8 Research and development:														
a. Biotechnology ¹	N	N	N	N	N	N	N	N	N	N	N	PB ²	N	PB ²
b. Others	N	N	N	N	N	N	N	N	N	N	N	P/SP	N	P/SP
3.9 Solid waste facility	N	N	N	N	N	N	N	N	N	N	N	BA	N	N
3.10 Warehouse, distribution facility	N	N	N	N	N	N	N	N	N	N	N	Y	N	N ⁷
3.11 Wholesale office, salesroom:														
a. With storage	N	N	N	N	N	N	N	N	P/SP	N	P/SP	P/SP	N	N ⁷
b. Without storage	N	N	N	N	N	N	N	P/SP	P/SP	P/SP	P/SP	Y	N ⁷	N ⁷
3.12 Conference center	N	N	N	N	N	N	N	N	PB	N	PB	PB	P/SP	PB
3.13 Brewery, distillery, or winery production with tasting room	N	N	N	N	N	N	N	PB	PB	PB	PB	PB	PB	N
3.14 Ground-mounted Solar Energy System														
a. Small-scale	Y	Y	Y	Y	Y	Y	Y	N	Y	N	Y	Y	Y	Y
b. Medium-scale ⁽⁸⁾	PB	PB	PB	PB	N ⁷	N	N ⁷	N	PB	N	PB	Y	N	N ⁷
c. Large-scale ⁽⁸⁾	PB	PB	PB	N	N	N	N	N	N	N	PB	Y	N	N

NOTES:

- Subject to § 185-42.
- Biotechnology uses are permitted in the portions of the Industrial District and Office District which are in the Biotechnology Uses Overlay District.
- See § 185-23, specifically, § 185-23A, Exemptions.
- See § 185-44, "Administration and enforcement" for general special permit filing information, and § 185-23, Earth removal regulations, for specific filing information.
- Any commercial earth removal is not permitted within a Water Resource District.
- See § 185-3 for "commercial earth removal" definition.
- Only allowed as an accessory use to an otherwise permitted use as detailed in Use Regulations Schedule, Part VII, Accessory Uses.
- Planning Board Site Plan Review is required of all Medium-scale and Large-scale Ground-mounted Solar Energy Systems.**

185 Attachment 8
USE REGULATION SCHEDULE
PART VII

Symbols in the Use Regulations Schedule shall mean the following:

Y = A permitted use.

N = An excluded or prohibited use.

BA = A use authorized under special permit from the Board of Appeals.

PB = A use authorized under special permit from the Planning Board.

P/SP = Permitted as of right. A special permit from the Board of Appeals is required if the proposed project results in an increase in estimated water consumption of more than 15,000 gallons per day.

Accessory Uses	District													
	RR I RV I	RR II RV II	SFR III	SFR IV	GRV	NC	RB	CI	CII	DC	B	I	LI	O
A1 Boarding	N	N	Y	Y	Y	Y	N	Y	Y	N	N	N	N	N
A2 Contractor's yard	N	N	N	N	N	N	N	N	N	N	Y	Y	N	N
a. Landscape materials storage and distribution	Y	Y	Y	Y	Y	Y	Y	Y ¹	Y	Y	Y	Y	N	N
A3 Home occupation (See § 185-39B.)	N	N	N	N	N	Y ³	Y ³	N	N	N	Y	Y	N	N
A4 Manufacture, assembly, packing of goods sold on premises	Y	Y	Y	Y	Y	Y ¹	N	Y	Y ¹	Y ¹	Y	Y	N	Y ¹
A5 Off-street parking (See § 185-39C.)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
A6 Professional office, studio (See § 185-39A.)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y
A7 Restaurant, bar	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y
A8 Retail sale of nonagricultural products manufactured, warehoused or manufactured, warehoused or distributed on or from premises	N	N	N	N	N	Y	N	Y	Y	Y	Y	Y ²	N	Y ²
A9 Scientific use in compliance with § 185-37	BA	BA	BA	BA	BA	BA	N	BA	BA	BA	Y	Y	Y	Y
A10 Signs (See § 185-20.)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
A11 Single-family dwelling for personnel required for safe operation	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y	Y	Y	Y
A12 Other customary accessory uses	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y
A13 Other retail sales, services	N	N	N	N	N	Y	N ¹	Y	Y	Y	Y	Y	Y	Y
A13.1 Animal grooming	BA	BA	BA	BA	BA	BA	N	Y	BA	Y	BA	BA	BA	BA
A14 Operation of not more than 5 automatic amusement devices	N	N	N	N	N	N	N	N	Y	Y	Y	Y	N	N
A15 Warehouse/distribution facility	N	N	N	N	N	N	N	N	Y	N	Y	Y	N	Y
A16 Wholesale office, salesroom														
a. With storage	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	N	Y
b. Without storage	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y ²	Y
A17 Catering	N	N	N	PB	PB	PB	N	Y	Y	Y	Y	Y	Y	Y
A18 Function hall	N	N	N	PB	PB	PB	N	Y	Y	Y	Y	Y	Y	Y
A19 Ground-mounted Solar Energy System ⁵														
a. Small-scale	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
b. Medium-scale ⁶	PB	PB	PB	PB	PB	N	PB	N	PB	N	PB	Y	N	PB

NOTES:

1. But N if occupying more than 50% of the floor area occupied by the principal use and not more than five persons employed on the premises in the DC District and CI District and not more than 10 persons in the CII District and O District.
2. Provided that no more than 25% of the total floor space is used for display or retailing.
3. Such uses shall be restricted to seasonal operations only.
4. Accessory retail sales within a Country Store, as defined in §185-3, shall not exceed 50% of the establishment's floor area open to the public.
5. See §185-19, "Accessory buildings and structures".
6. Planning Board Site Plan Review is required of all Medium-scale Ground-mounted Solar Energy Systems.

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: _____, 2018

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ NO _____

ABSTAIN _____

Teresa M. Burr
Town Clerk

ABSENT _____

Glenn Jones, Clerk

Town of Franklin



Planning Board

TOWN OF FRANKLIN
TOWN CLERK

2018 JUN 11 A 9:08

RECEIVED

The following notice will be published in the Milford Daily Newspaper on
Monday, June 25, 2018 and Monday, July 2, 2018

In accordance with the provisions of M.G.L. Chapter 40A, Section 5, notice is hereby given that the Planning Board will hold a Public Hearing on July 9, 2018 at 7:10 PM and the Town Council will hold a Public Hearing on July 11, 2018 at 7:10 PM in the Town Council Chambers of the Municipal Building, 355 East Central Street, to consider amending Chapter 185, Attachments 4 & 8, Zoning By-Law of the Code of the Town of Franklin as follows:

ZONING BY-LAW AMENDMENT 18-812:

Changes to §185, Attachment 4, Part III and Attachment 8, Part VII, Use Regulation Schedule: Chapter 185 of the Code of the Town of Franklin will be amended at Attachment 7, Part VI, Use Regulation Schedule. The Zoning Amendment would add the three different size ground-mounted solar energy systems (Small, Medium Large-scale) into the Use Regulation Schedules (§185 Attachments 4 and 8) of the Zoning Bylaw

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

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

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

Anthony Padula, Chairman
Franklin Planning Board

Matt Kelly, Chairman
Franklin Town Council



License Transactions:

Applicant: Santa Fe Burrito Grill LLC

The applicant is seeking a new all alcoholic beverages restaurant license to be located at 28 West Central Street. The License Manager will be Hector Angel.

All Departments have signed off on this application.

MOTION to approve the request by Santa Fe Burrito Grill LLC for a new all alcoholic beverages restaurant license and approve the Manager, Hector Angel.

DATED: _____, 2018

VOTED:

UNANIMOUS _____

YES _____ NO _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council



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FRANKLIN/SANTA FE BURRITO GRILL, LLC
LEGAL NOTICE
NOTICE OF PUBLIC HEARING
FRANKLIN, MA
New Annual All Alcoholic Beverages Restaurant License

The Franklin Town Council will hold a Public Hearing on an application by Santa Fe Burrito Grill, LLC for a new annual all alcoholic beverages restaurant license at 28 West Central Street, Franklin, MA. The hearing will be held on Wednesday, July 11, at 7:10 PM in the Council Chambers on the 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.

Please contact the Town Administrator's Office at the Municipal Building (508) 520-4949 if you require further information or if you need to make arrangements to provide translation services for the hearing impaired or for

persons with language barriers. Please contact us one week prior to the meeting.

Submitted by,
Maxine D. Kinhart
Licensing Administrator

AD#13699201
MDN 6/18/18

NOTICE OF PUBLIC HEARING

FRANKLIN, MA

New Annual All Alcoholic Beverages Restaurant License

The Franklin Town Council will hold a Public Hearing on an application by Santa Fe Burrito Grill, LLC for a new annual all alcoholic beverages restaurant license at 28 West Central Street, Franklin, MA. The hearing will be held on Wednesday, July 11, at 7:10 PM in the Council Chambers on the 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.

Please contact the Town Administrator's Office at the Municipal Building (508) 520-4949 if you require further information or if you need to make arrangements to provide translation services for the hearing impaired or for persons with language barriers. Please contact us one week prior to the meeting.

Submitted by,
Maxine D. Kinhart
Licensing Administrator



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

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

The following documentation is required as a part of your retail license application.

ABCC investigators reserve the right to request additional documents as a part of their investigation.

- Monetary Transmittal Form** with \$200 fee
You can **PAY ONLINE** or include a \$200 check made out to the ABCC
- Retail Application (this packet)
- Beneficial Interest - Individual Form
For any individual with direct or indirect interest in the proposed licensee
- Beneficial Interest - Organization Form
For any organization with direct or indirect interest in the proposed licensee
- CORI Authorization Form
For the manager of record AND any individual with direct or indirect interest in the proposed licensee. This form must be notarized with a stamp*
- Proof of Citizenship for proposed manager of record
Passport, US Birth Certificate, Naturalization Papers, Voter Registration
- Vote of the Corporate Board
A corporate vote to apply for a new / transfer of license and a corporate vote to appointing the manager of record, signed by an authorized signatory for the proposed licensed entity
- Business Structure Documents
If Proposed Licensee is applying as:
 - A Corporation or LLC - **Articles of Organization** from the Secretary of the Commonwealth
 - A Partnership - **Partnership Agreement**
 - Sole Proprietor - **Business Certificate** ✓
- Purchase and Sale Documentation
Required if this application is for the transfer of an existing retail alcoholic beverages license
- Supporting Financial Documents
Documentation supporting any loans or financing, including pledge documents, if applicable
- Floor Plan
Detailed Floor Plan showing square footage, entrances and exits and rooms
- Lease
Signed by proposed licensee and landlord. If lease is contingent upon receiving this license, a copy of the unsigned lease along with a letter of intent to lease, signed by licensee and landlord
- Additional Documents Required by the Local Licensing Authority

* Excludes Officers and Directors of Non-Profit Clubs



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

Print Form

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

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

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.paybill.com/mass/abcc/retail/>

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

Hector Angel

EPAY CONFIRMATION NUMBER

155055

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

LICENSEE NAME

Hector Angel

ADDRESS

28 West Central Street

CITY/TOWN

Franklin

STATE

MA

ZIP CODE

02088 02038

TRANSACTION TYPE (Please check all relevant transactions):

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

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

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
 239 CAUSEWAY STREET
 BOSTON, MA 02241-3396**

Payment Confirmation

Customer Name Hector Angel
License Type Retail License Filing Fee

Current Payment

Payment Amount	\$200.00
Bank Account Number	****8894
Bank Account Type	Business
Bank Routing Number	211370545
Bank Name	TD BANK, NA
Name On Account	Santa Fe Burrito Grill LLC
E-Mail Address	hector@aztecagroup.com

I have authorized Commonwealth ABCC to initiate the entry to my account. I have an agreement with Commonwealth ABCC under which I agreed to be bound by the NACHA Rules. This is a similarly authenticated authorization that satisfies compliance with the Electronic Signatures in the Global and National Commerce Act (15 USC 7001 et seq), which defines electronic records (as contracts or other records created, generates, sent, communicated, received, or stored by electronic means) and electronic signatures. Electronic signatures include, but are not limited to, digital signatures and security codes. I understand I can revoke the authorization by notifying Commonwealth ABCC within 60 days. I have signature authority to this account or have been authorized by an individual who has signature authority to this account to authorize this entry.

I have read and accept the above terms and conditions

Please press Accept to charge your account, and to receive a confirmation number.

Back To Step 1

Change

Accept

Print

Exit

Your Payment Has Been Approved

Customer Name Hector Angel

License Type Retail License Filing Fee

Method Of Payment Checking

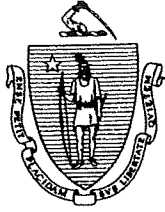
Bank Account Number ****8894

Your Confirmation Number Is 155005.

Exit

Make Another Payment

Print



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

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

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

1. NAME OF PROPOSED LICENSEE (Business Contact)
 This is the corporation or LLC which will hold the license, **not** the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION
 There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license New Transfer or the transfer of an existing license?
 If transferring, please indicate the current ABCC license number you are seeking to obtain:

If applying for a new license, are you applying for this license pursuant to special legislation?
 Yes No Chapter Acts of

If transferring, by what method is the license being transferred?

3. LICENSE INFORMATION / QUOTA CHECK

City/Town On/Off-Premises

TYPE	CATEGORY	CLASS
<input type="text" value="§12 Restaurant"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

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

First Name: Middle: Last Name:
 Title: Primary Phone:
 Email:

5. OWNERSHIP Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.
 An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

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

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

Name	Title / Position	% Owned	Other Beneficial Interest
Hector Angel	Sole Proprietor	100	

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

Please provide a complete description of the premises, 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.

Floor Number	Square Footage	Number of Rooms
1	2400	13

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises Landlord Name

Lease Beginning Term Landlord Phone

Lease Ending Term Landlord Address

Rent per Month

Rent per Year

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.

Please indicate if the terms of the lease include payments based on the sale of alcohol: Yes No

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

* Please see last page of application for required documents based on Legal Structure *

Entity Name:	Hector Angel	FEIN:	82-3458325
DBA:		Fax Number:	
Primary Phone:	757-572-1081	Email:	hector@aztecagroup.com
Alternative Phone:	757-572-1081	Legal Structure of Entity	LLC

Business Address (Corporate Headquarters) Check here if your Business Address is the same as your Premises Address

Street Number:	28	Street Name:	West Central Street
City/Town:	Franklin	State:	MA
Zip Code:	02088	Country:	United States

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

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Is the Entity a Massachusetts Corporation?	<input checked="" type="radio"/> Yes <input type="radio"/> No	If no, is the Entity registered to do business in Massachusetts?	<input checked="" type="radio"/> Yes <input type="radio"/> No
		If no, state of incorporation	<input style="width: 100%;" type="text"/>

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? Yes No *If yes, please complete the following table.*

Name of License	Type of License	License Number	Premises Address
License Alcoholic Beverages	§12 On Premises	127000086	759 Main Street, Tewksbury, MA, 01876

Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? Yes No

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

If yes, attach an affidavit that lists your convictions with an explanation for each

Have you ever been Manager of Record of a license to sell alcoholic beverages? Yes No

If yes, please list the licenses for which you are the current or proposed manager:

Do you have direct, indirect, or financial interest in this license? Yes No

If yes, percentage of interest

If yes, please indicate type of Interest (check all that apply):

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

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

Employment Information of Proposed Manager

Please provide your employment history for the *past 10 years*

Date(s)	Position	Employer	Address	Phone
	Owner	Mexico burrito Grill	759 Main St, Tazewell, VA 01876	78-221-606
	Owner	Plaza Azteca	6 Whiting St, Birmingham, AL 02013	781-875-3078
	Owner	Casa Margaritas	200 Gooding Ave, Bristol, VA 02804	401-396-8933
	Owner	Salsa Burrito	108 Chase Rd, Portsmouth, VA 02871	701-293-5324
	Owner	Plaza Azteca	1061 N Colony St, Wallingford, CT 06492	203-626-907

Prior Disciplinary Action of Proposed Manager

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

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

Hector Angel

Hector@aztecagroup.com

757-572-1081

39 Scanset Way, Hanover, MA, 02339

I have been working in the food/restaurant industry for the past twelve years, both managing and owning several properties.

I currently own restaurants in three different states: Connecticut, Massachusetts, and Rhode Island.

Connecticut:

Plaza Azteca

1088 N Colony St, Wallingford, CT 06492

(203) 626-9671

<http://www.plazaazteca.com/>

Alcohol served on premises.

Massachusetts:

Mexica Burrito Grill

759 Main St, Tewksbury, MA 01876

978-221-6016

<http://www.mymexica.com/>

Alcohol served on premises

Plaza Azteca

6 Whiting St, Hingham, MA 02043

(781) 875-3079

<https://www.plazaaztecalife.com/locations/>

Alcohol served on premises

Rhode Island:

Casa Margaritas

200 Gooding Ave., Bristol, RI. 02809

(401) 396-8933

<http://www.mycasamargaritas.com/>

Alcohol served on premises

Salsa Burrito

108 Chase Road, Portsmouth, RI 02871

(401) 293-5322

<https://www.salsasburritosri.com/>

Alcohol served on premises.

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	
B. Purchase Price for any Business Assets	
C. Costs of Renovations/Construction	
D. Purchase Price of Inventory	
E. Initial Start-Up Costs	
F. Other (Please specify)	
G. Total Cost (Add lines A-F)	

Please note, the total amount of **Cash Investment** (top right table) plus the total amount of **Financing** (bottom right table) must be equal to or greater than the **Total Cost** (line G above).

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
Total:	

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
Total:			

10. PLEDGE INFORMATION

Are you seeking approval for a pledge? Yes No

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

License Stock / Beneficial Interest Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license? Yes No

Does the lease require a pledge of this license? Yes No

ALCOHOLIC BEVERAGES CONTROL COMMISSION

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

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

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

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

Salutation	Mr	First Name	Hector	Middle Name		Last Name	Angel	Suffix	
Title:	Owner	Social Security Number		Date of Birth					
Primary Phone:	757-572-1081	Email:	Hector@aztecagroup.com						
Mobile Phone:	757-572-1081	Fax Number							
Alternative Phone:									

Business Address

Street Number:	28	Street Name:	West Central Street		
City/Town:	Franklin	State:	MA		
Zip Code:	02088 02038	Country:	United States		

Mailing Address

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

Street Number:		Street Name:			
City/Town:		State:			
Zip Code:		Country:			

Types of Interest (select all that apply)

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

Citizenship / Residency Information

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

Criminal History

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

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

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

100

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

Ownership / Interest

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

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

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

Name of License	Type of License	License Number	Premises Address

Familial Beneficial Interest

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

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

Prior Disciplinary Action

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

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

APPLICANT'S STATEMENT

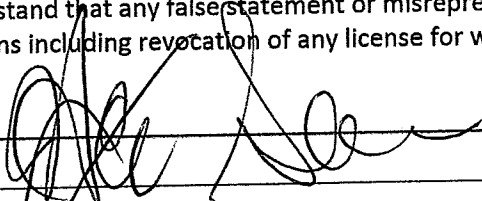
I, Hector Angel the: sole proprietor; partner; corporate principal; LLC/LLP member
Authorized Signatory

of Santa Fe Burrito Grill LLC., hereby submit this application for Alcoholic Beverages Retail License
Name of the Entity/Corporation Transaction(s) you are applying for

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

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

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

Signature: 

Date: June 5 2018

Title: President

pa
\$40.00



Town of Franklin, MA
Department of the Town Clerk
355 East Central Street, Franklin, MA 02038

Date issued: May 14,
2018
Record #: 34380
Certificate #: 18-108

BUSINESS VERIFICATION CERTIFICATE

In conformity with the provisions of Chapter 110, Section 5 of the General Laws, as amended, the undersigned hereby declare(s) that a business under the title of:

Santa Fe Burrito Grill, LLC is conducted at: 28 West Central Street

by the following person:

FULL NAME

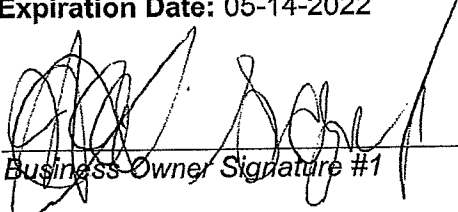
Hector Angel

RESIDENCE

39 Scanset Way, Hanover, MA 02339

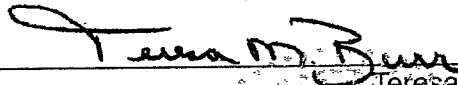
A certificate issued in accordance with this section shall be in force and effect for four years from the date of issue and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed.

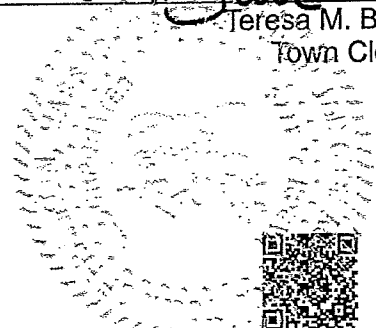
Expiration Date: 05-14-2022


Business Owner Signature #1

Business Owner Signature #2

A True Attest Copy


Teresa M. Burr
Town Clerk



To learn more, scan this barcode or visit franklinma.viewpointcloud.com/#!/records/34380

LEASE

This Lease made this day of November, 2017, by and between TOP GUN REALTY, LLC, a Limited Liability Company, having a usual place of business at 5 Tam O Shanter Road, Franklin, County of Norfolk, Massachusetts 02038 (hereinafter with its successors and assigns called the "LESSOR"), and SANTA FE BURRITO GRILL LLC, or its nominee, having its usual place of business at 28 West Central Street, Franklin, County of Norfolk, and Commonwealth of Massachusetts (hereinafter called the "LESSEE").

WITNESSETH:

In consideration of the rents and covenants herein contained on the part of the LESSEE to be paid, performed and observed, the Lessor hereby leases to the LESSEE and the LESSEE hereby leases from the Lessor, subject to the terms and provisions hereinafter set forth, certain premises hereinafter called the "Demised Premises", located in a 2,600± square foot building shown on a plan attached hereto as Exhibit A, located at 28 West Central Street, Franklin, Massachusetts.

ARTICLE I

Reference Data: Demised Premises

Section 1. Definitions. Each reference in this Lease to any of the terms and titles contained or defined in this Article shall be deemed and construed to incorporate the matters set forth following such term or title in this Article. In any event, the definitions shall be considered and construed as terms of this Lease:

<u>Term</u>	<u>Definition</u>
(a) Retail Center:	The "Retail Center" means the land shown on Exhibit A, together with all buildings and other improvements constructed or to be constructed thereon, together with all rights, privileges, easements, and appurtenances pertaining thereto. The Retail Center may include retail stores, restaurants and office buildings.
b) Demised Premises:	"The Demised Premises" is a building containing 2,600± square feet, and is shown on Exhibit A. The Demised Premises is located on the property shown on Exhibit A (the "Property").
(c) Lease Commencement Date:	Date of this Lease.

- (d) Delivery Date: The date that LESSOR gives notice to LESSEE that it has substantially completed LESSOR'S work, as hereinafter defined in Article IV, Section 1. A and B, or 60 days from the Lease Commencement Date, whichever is the earlier date. LESSEE shall be allowed access to the Demised Premises for contractors and design team while the LESSOR is performing its work.
- (e) Rent Commencement Date: July 1, 2018.
- (f) Common Area: Those portions of the Retail Center, as may from time to time exist, which are open generally to the public or to the tenants thereof, including without limitation, sidewalks, parking areas, driveways, service areas, dumpster area, landscaped areas and the like. No representation is hereby made of the existence or continuance of any Common Area either shown on said Exhibit A or otherwise, all of which the LESSOR reserves the right to alter, modify, enlarge, decrease or discontinue, as LESSOR, in its sole judgment, shall deem necessary or desirable, and in conjunction with this LESSOR will in the future use the rear (undeveloped) portion of the Property for an additional building or buildings and for an additional tenant or tenants.
- (g) Common Facilities: All systems and facilities within, or used in connection with the operation of the Retail Center, or any part or parts thereof, including without limitation, all pipes, wires, conduits, sanitary sewer, storm drains, generators, air conditioning and heating equipment and lighting system, utilized in conjunction with the Common Areas and a pylon sign.
- (h) Term: Ten (10) years commencing on the Rent Commencement Date.

(i) Minimum Rent:

<u>Period Covered</u>	<u>Minimum Monthly Rent</u>	<u>Minimum Annual Rent</u>
Years 1-5	\$4,766.67	\$57,200
Years 6-10	\$5,243.00	\$62,920

(j) Options to Extend Lease:

LESSEE shall have two (2) options to extend this Lease for Two additional periods of Five (5) years each, which options can be exercised only if: (a) the LESSEE is not in default of any of the terms and conditions of this Lease and; (b) the LESSEE gives the LESSOR written notice of the exercise of their options no less than 9 months from the expiration date of the original term of this Lease, or the then existing extension term of this Lease, as the case may be.

(k) Minimum Rent for Option Periods, if Options are Exercised:

<u>Period Covered</u>	<u>Minimum Monthly Rent</u>	<u>Minimum Annual Rent</u>
<i>First Option Period</i>		
Years 11-15	\$5,767.67	\$69,212.00

<u>Period Covered</u>	<u>Minimum Monthly Rent</u>	<u>Minimum Annual Rent</u>
<i>Second Option Period</i>		
Year 16-20	\$6,344.44	\$ 76,133.20

(l) Default Interest Rate and Late Payment Charge:

If any payment called for in the Lease is not paid when due (i) such overdue amount shall thereafter bear interest until paid in full at a rate per annum equal to two (2%) above the then prime rate (being the prime rate announced from time to time by the Wall Street Journal as the prime rate, hereinafter, "Prime Rate") ("the Default Interest Rate") and, (ii) the LESSEE shall pay the LESSOR a late payment charge of six (6%) percent of the overdue amounts ("the Late Payment Charge"). Notwithstanding anything herein to the contrary, on no more than one occasion in each calendar year, LESSOR shall give LESSEE notice of an

overdue amount, and if the full payment is made within 5 business days of such notice, then the Default Interest Rate and Late Payment Charges shall not be due for that particular Late Payment.

- (m) Lease Year: January 1st through December 31st during the term of the Lease and any extensions thereof.
- (n) LESSEE'S Initial Monthly Payment on Account of Common Area Charges and on Account of Real Estate Taxes: LESSEE'S initial monthly payment on account of Common Area Charges ("CAM") shall be \$698.53 per month, subject to adjustment as provided in Article V, Section 3, for CAM; and LESSEE'S initial monthly payment on account of real estate taxes shall be \$709.81 per month, subject to adjustment as provided in Article III, Section 2(a), for real estate taxes.
- (o) LESSEE'S Percentage Share: LESSEE'S Percentage Share for any Lease Year shall be determined by dividing the total number of square feet of floor area in the Demised Premises by the number of square feet of floor area leased for stores, restaurants and/or offices in completed buildings within the Retail Center. Upon commencement of the term hereof, LESSEE'S Percentage Share shall be 100(%) Percent.
- (p) Notice Address for LESSEE: SANTA FE BURRITO GRILL LLC
28 West Central Street
Franklin, MA 02038
Attn: Hector Angel, President
- With a copy to:
John B. Kennelly, Esquire
Kennelly & Associates, LLC
196 Trumbull Street - Suite 509
Hartford, CT 06103
- (q) Notice Address for LESSOR: TOP GUN REALTY, LLC
5 Tam O Shanter Road
Franklin, Massachusetts 02038
ATTN: Joseph Evans, President
- With a copy to:
Alan Greenwald, Esquire
Greenwald and Greenwald LLP
409 Fortune Boulevard
Milford, MA 01757

- (r) Permitted Use: LESSEE shall use the Premises only for a Mexican themed restaurant, also serving alcoholic beverages, and all uses incidental thereto, and for no other purpose.
- (s) Termination Date: Ten (10) years, minus one day, from the Rent Commencement Date, unless the term of this Lease is extended or earlier terminated, pursuant to the provisions of this Lease.

Section 2. Common Area and Common Facilities Rights. The Demised Premises are leased together with the non-exclusive right to use, in common with others lawfully entitled thereto, for access and egress and parking, sidewalks, parking areas, driveways, loading and service areas and other Common Areas and Common Facilities of the Retail Center, as the same may exist from time to time, expressly reserving to the LESSOR the right to alter, change, relocate and remove such Common Area and Common Facilities from time to time, and including the right to change the size, type and shape of the access ways and loading docks, if any located in the Demised Premises. The Demised Premises are leased subject to the mortgages and other existing encumbrances of record, if any, and the LESSOR reserves the right (without thereby assuming the obligation) to install, maintain, use, repair and replace all pipes, ducts, wires, meters, utility lines and other equipment which now are or hereafter may be, in the judgment of the LESSOR, required to be in the Demised Premises.

ARTICLE II

Term and Commencement

Section 1. Demised Term. TO HAVE AND TO HOLD the Demised Premises for the Initial Term beginning on the Rent Commencement Date and ending on the Termination Date unless extended or sooner terminated as hereinafter provided.

Section 2. Recording. If not done simultaneously herewith, LESSOR agrees upon request of the LESSEE to execute and deliver to LESSEE a notice of lease suitable for recording, and setting forth the name of the LESSOR and the LESSEE, the term of this Lease, the term of the option periods, an appropriate description of the Demised Premises, and such other information as is required by law for a notice of lease. A copy of this Lease shall not be recorded in any Registry of Deeds, or Land Court Registry District.

Section 3. Memorandum of Term. LESSOR and LESSEE agree to sign on or before the 60th day following the Rent Commencement Date, a Memorandum of Term in the form of Exhibit B, setting forth the Commencement Date of the Initial Term, the Rent Commencement Date and the Expiration Date. Such Memorandum of Term will thereafter be conclusive of such information.

ARTICLE III

Rent

Section 1. Minimum Rent. Minimum Rent shall be payable in equal monthly installments in advance of the Rent Commencement Date, and on the first (1st) day of each calendar month during the Initial Term without offset or deduction and without previous demand therefor.

Rent for a fractional month shall be adjusted on a pro rata basis. Rent shall be payable to LESSOR at LESSOR'S address set forth in Article XXII, or such other place as may from time to time designate by notice to LESSEE.

Section 2. Taxes.

- (a) The LESSEE shall pay, as additional rent hereunder, for each Lease Year or portion thereof during the term hereof, the LESSEE'S Percentage Share, as defined in Section I (o) herein of all real estate taxes and other ad valorem taxes (including, without limitation, betterments or other assessments) imposed, assessed or levied upon the land and buildings and improvements comprising the Retail Center.

The tax payment required hereunder shall be paid by LESSEE in equal monthly installments in such amounts as are estimated and billed by LESSOR, at the commencement of the Term and at the beginning of each successive Lease Year during the term hereof, each such installment being due on the first day of each month. These monthly payments shall be made in advance and shall begin on April 1, 2018.

Within ninety (90) days after LESSOR'S receipt of tax bills for each Fiscal Year, or such reasonable time thereafter in LESSOR'S determination, LESSOR will certify to LESSEE:

- (i) the amount of taxes as specified above, and
- (ii) the amount of LESSEE'S Percentage Share.

The LESSEE'S Percentage Share paid or payable for each Lease Year shall be adjusted between LESSOR and LESSEE, each party hereby agreeing to pay the other, as the case may be within thirty (30) days of the aforesaid certification to LESSEE such amount as is necessary to affect such adjustment.

The failure of LESSOR to provide such certification within the time prescribed above shall not relieve LESSEE of its obligations generally or for the specific Lease Year in which any such failure occurs, as provided in this Section.

For the Lease Year in which the term commences or terminates, the provisions of this Section shall apply, but LESSEE'S liability for LESSEE'S Percentage Share

of any taxes for such year shall be subject to a pro rata adjustment based upon the number of days of such Tax Year falling within the period during which the Demised Premises are leased to LESSEE pursuant to this Lease.

LESSEE agrees to pay, prior to delinquency, any and all taxes and assessments levied, assessed or imposed during the term hereof upon or against:

- (i) all furniture, fixtures, signs and equipment and any other personal property installed or located within the Demised Premises; and
 - (ii) all alterations, additions, betterments or improvements of whatsoever kind or nature made by or on behalf of LESSEE to the Demised Premises, as the same may be separately levied, taxed or assessed against, or imposed directly upon LESSEE, by the taxing authorities; and
- (b) The provisions of Article III, Section 2(a), are predicated upon the present system of taxation in the Commonwealth of Massachusetts. If taxes upon rentals or otherwise pertaining to the Demised Premises shall be substituted, in whole or in part, for the present ad valorem real estate taxes or assessed in addition thereto, then LESSEE'S obligation to pay such taxes shall be based upon such substituted taxes, to the extent to which the same shall be a substitute for present ad valorem real estate taxes, together with such additional taxes. Except as hereinabove provided, nothing herein contained shall otherwise require or be construed to require LESSEE to reimburse LESSOR for any inheritance, estate, succession, transfer, gift, franchise, income or earnings, profit, excess profit tax, capital stock, or other similar tax which is or may be imposed upon LESSOR or upon LESSOR'S business.

Section 3. Late Payment Charge and Default Interest Rate. Any payment of Rent, additional rent or other sums due under this Lease, received by Lessor more than ten (10) days after the respective due dates, shall be subject to the Late Payment charge and Default Interest Rate as set forth in Article I Section 1 (L).

Section 4. Payment of Rent: All payments of Minimum Rent, additional rent, or other sums due under this Lease, shall be made payable to LESSOR, and sent to the address to which notices hereunder to the LESSOR are to be delivered or to such other payee or at such other address as LESSOR may designate in writing from time to time.

Section 5. First Month's Rent and Security Deposit: Simultaneous with the execution and delivery of this Lease, LESSEE shall pay to LESSOR Ten Thousand Nine Dollars and 66/100 (\$10,009.66) Dollars, which represents the first full month's rent as of the Rent Commencement Date of Four Thousand Seven Hundred Sixty-Six Dollars and 66/100 (\$4,766.66) Dollars, and the security deposit of Five Thousand Two Hundred Forty-Three and 00/100 (\$5,243.00) Dollars. Said security deposit shall be applied to the rent for month 61.

ARTICLE IV
LESSOR'S Work and LESSEE'S Construction

Section 1. LESSOR'S Work. LESSOR shall deliver Premises in "as-is" condition with the exception of the following:

- A. New ground-mounted HVAC shall be installed by the LESSOR and connected to existing ductwork, more specifically, 180,000 BTU's on the heat side using 2 furnaces in tandem, staged for maximum efficiency; and on the cooling side, 10 tons of cooling, using 2 outdoor units for efficiency.
- B. New Grease Trap (tank with baffle system) shall be installed by the LESSOR
- C. Parking lot shall be patched, sealed and striped by LESSOR. This will include low spots to be leveled, cracks filled and major defects to be repaired.

LESSOR shall maintain the HVAC system for the Demised Premises in good working condition for 1 year from the Rent Commencement Date and, LESSOR will pass on any manufacturer's warranty it has to LESSEE. LESSOR warrants that the roof cover is currently water-tight and in good condition and LESSOR shall be responsible for all repairs or replacement of the roof cover throughout the term of the Lease. LESSOR shall not be responsible for any consequential damages which may result from roof leaks.

Section 2. LESSEE'S Construction: The LESSEE shall be responsible for the build out of the existing building, which shall include exterior painting, interior painting, updated bathrooms, new countertops and replacing tiles as needed (consistent on the interior and exterior of the prototypical Mexica Burrito Grill decors), and in conjunction with this shall design its restaurant and provide LESSOR with stamped plans and specifications from a licensed architect showing the design layout and all work to be done on the building. Such plans and specifications shall be delivered to LESSOR within 45 days of the Lease Commencement Date. Within 7 days of receipt of such plans and specifications LESSOR shall either notify LESSEE that it approves those plans and specifications or notify LESSEE that some portion or portions of the plans and specifications are not approved; and if there is non-approval of the plans and specifications, the parties shall work together to expeditiously complete an approved set of plans and specifications. LESSEE and its architect shall be allowed access to the building in conjunction with preparing those plans and specifications. The build out shall be done in a good and workmanlike manner and in conformity with all laws, rules, regulations, requirements of governmental authorities having jurisdiction and substantially in accordance with the plans and specifications approved by LESSOR, and the LESSEE shall equip the Demised Premises with all trade fixtures and personal property (including, but not limited to one (1) 4' grill, one (1) 6' food warmer, at least one (1) deep fryer, dishwasher and stainless steel tables, and possibly a new hood system, as required) necessary for the operation of LESSEE'S business in the Demised Premises (the "LESSEE'S Construction").

ARTICLE V

Common Area Maintenance, Common Charges

Section 1. LESSOR'S Work. LESSOR shall make all necessary repairs and replacements to the Common Areas. LESSOR shall cause the Common Areas to be illuminated and striped at such time as reasonably required. LESSOR shall keep the Common Areas reasonably free of snow and ice and in a reasonably clean and neat condition except that LESSEE shall be responsible for removing snow and ice on sidewalks in front of the Demised Premises.

Section 2. LESSEE'S Payments. In addition to all other payments herein provided to be made by LESSEE to LESSOR, LESSEE shall also pay to LESSOR, as additional rent, an amount equal to LESSEE'S Percentage Share of CAM, as defined in Section I (o) herein, of all of the costs and expenses incurred or accrued by, or on behalf of LESSOR in operating, maintaining, repairing and replacing the Common Areas and Common Facilities of the Retail Center together with all costs an expense incurred or accrued by or on behalf of the LESSOR in performing LESSOR'S work as described in Article V Section 1 and Article VIII, Section 2 (collectively "LESSOR'S Costs"). LESSOR'S Costs include (but are not limited to) all costs and expenses of every kind and nature, including capital repairs and capital improvements, reasonable or necessary and incurred or accrued by LESSOR in operating, managing, equipping, policing (if and to the extent provided by LESSOR), lighting, repairing, replacing, striping and maintaining all parking areas, driveways, accessways, service and loading areas and Common Facilities, and all other Common Areas of the Retail Center (including, but without limitation, all landscaping and gardening); water and sewer charges; costs of maintaining the drainage system; premiums for all General Liability Insurance, Workmen's Compensation, all risk property insurance, and all other insurance on the Common Areas, Common Facilities and Buildings in the Retail Center (as described in Article XI), fees for required licenses and permits; supplies, and administrative costs equal to fifteen (15%) percent of the total costs of operating, maintaining, repairing and insuring the Common Areas and Common Facilities and Buildings in the Retail Center; but there shall be excluded costs of labor, equipment and material properly chargeable to capital accounts and depreciation of the original cost of constructing the Common Areas and Common Facilities and all costs incurred in repairing and replacing the roof cover (unless such repair or replacement is needed as a result of damage caused by LESSEE'S negligence). Notwithstanding anything herein to the contrary, the LESSEE shall pay for the trash removal expenses incurred in conjunction with the dumpster servicing the Demised Premises.

Section 3. Payment Schedule. LESSEE'S Percentage Share shall be paid in monthly installments, in the amount estimated by LESSOR (which for the first Lease Year shall be in an amount equal to LESSEE'S Initial Monthly Payment on Account of CAM as set forth in Section I (n) herein), on the first day of each and every calendar month, in advance, beginning on April 1, 2018. Within ninety (90) days after the end of each Lease Year during the term hereof, LESSOR shall furnish to LESSEE a statement in reasonable detail setting forth the CAM and showing the computation of LESSEE'S percentage share of such CAM ("CAM Statement"). If the CAM Statement shows that LESSEE'S estimated payments were less that LESSEE'S actual obligation for the Common Area charges for the preceding calendar year, LESSEE will pay the difference within 30 days after LESSEE receives the CAM Statement. If the CAM Statement shows an increase in LESSEE'S estimated payments for the current calendar year, LESSEE will also pay the difference between the new and former estimates for the period from January 1 of the current

calendar year through the month in which the CAM Statement is sent. If the CAM Statement shows that LESSEE'S estimated payments exceed LESSEE'S actual obligations for the CAM, LESSOR will refund to LESSEE such excess within 30 days after the CAM Statement is sent.

ARTICLE VI
Covenants

LESSEE covenants and agrees as follows:

- (a) To pay, when due, the minimum rent and additional rent at the times and in the manner set forth herein;
- (b) To procure any licenses and permits required for any use to be made of the Demised Premises by LESSEE;
- (c) To pay promptly when due the entire cost of any work to the Demised Premises undertaken by LESSEE so that the Demised Premises shall, at all times, be free of liens for labor and materials; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements; and to save LESSOR harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work including, without limitation, reasonable attorneys' fees. Upon receipt of notice from LESSOR, LESSEE shall take over, at LESSEE'S expense, LESSOR'S defense in any action related to work undertaken by LESSEE on the Demised Premises.
- (d) To permit LESSOR and LESSOR'S agents to examine the Demised Premises during normal business hours upon prior notice (except in the case of an emergency) and to show the Demised Premises to prospective purchasers or tenants; to permit LESSOR to enter the Demised Premises upon prior notice to LESSEE (except in the case of an emergency) to make such repairs, improvements, alterations or additions thereto as may be required in order to comply with the requirements of any public authority having jurisdiction of the Demised Premises, or as may be required of LESSOR under the terms of this Lease.
- (e) To pay, when due, any and all State, Federal or local taxes based upon LESSEE'S use or occupation of the Demised Premises or pertaining to LESSEE'S personal property or resulting from any alteration, additions or improvements made by LESSEE to the Demised Premises.
- (f) To comply with all laws, orders, and regulations of any governmental authorities pertaining to the LESSEE'S use and occupation of the Demised Premises.

- (g) To refrain from doing anything, taking any action or failing to act in such a manner that will cause any increase in the fire insurance rates pertaining to the Demised Premises and to comply with any rules, regulations or recommendations of the National Board of Fire Underwriters, any rating bureau, or any similar association performing such function and failing same, to pay to LESSOR any increase in premiums resulting therefrom.
- (h) To keep the Demised Premises adequately heated for the protection of the plumbing therein.
- (i) To permit no waste with respect to the Demised Premises.

ARTICLE VII
Use of Demised Premises

Section 1. Permitted Uses. The Demised Premises shall be used only for the purposes permitted in Article I Section 1 (r) herein. The restaurant shall have 60-70 seats, and with municipal approval may have outdoor seating on that portion of the Property that is adjacent to the long side of the Building.

Section 2. Use Restrictions. LESSEE agrees to conform to the following provisions during the entire term of this Lease and any extension thereof.

- (a) LESSEE shall take whatever measures are necessary to insure that floor load limitations are not exceeded in the Demised Premises;
- (b) LESSEE shall keep the Demised Premises adequately lighted during night-time hours ;
- (c) LESSEE shall not use the sidewalks, parking areas, driveways or other Common Areas of the Retail Center, for advertising or business purposes, except for the outdoor parking permitted by this Article VII, without the prior written consent of LESSOR, which consent will not be unreasonably withheld.
- (d) LESSEE shall not use the Demised Premises for any unethical or unfair method of business operation, advertising or interior display, nor perform any act or carry on any practice which may injure the Demised Premises or any other part of the Retail Center;
- (e) LESSEE shall not permit nor cause any offensive odors or loud noise (including, but without limitation, the use of loudspeakers) to emanate from the Demised Premises, nor shall LESSEE constitute a nuisance or menace to any other occupant or other persons in the Retail Center;

- (f) LESSEE shall set aside one parking space for police officers and veterans, and shall place a sign "For Police Officers and Veterans" in front of that parking space;
- (g) LESSEE shall comply with such reasonable rules and regulations as LESSOR may promulgate during the term hereof;
- (h) LESSEE shall not permit its employees or agents to block or park their vehicles on any Common Area of the Retail Center, except in such areas designated for employee parking and, on request of the LESSOR, LESSEE agrees to furnish LESSOR with the license plate numbers of all such vehicles;
- (k) LESSEE shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas, as may be designated by LESSOR; and
- (l) LESSEE will not use the Demised Premises or any portion thereof, at any time for any of the prohibited uses.

ARTICLE VIII

Maintenance, Repairs Alterations and Surrender

Section 1. LESSEE'S Work. The LESSEE shall keep and maintain the Demised Premises, and all facilities and systems serving the Demised Premises, in a neat, clean, sanitary condition and in good working order and repair, and in compliance with all laws, ordinances or regulations of any public authorities having jurisdiction, including, without limitation, all electrical, plumbing, gas, heating, air-conditioning, and sewage facilities within or serving the Demised Premises, sprinklers, fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted) and all interior building appliances and similar equipment and the exterior and the interior portions of all windows, window frames, doors, door frames, and all other glass or plate glass thereon, and shall make all repairs and replacements and do all other work necessary for the foregoing, and, in furtherance hereof, the LESSEE shall, at all times, maintain contracts with professional services to perform the normal and routine maintenance required for the heating and air-conditioning facilities at the Demised Premises and make all necessary replacements thereto; provided, however, that subject to the provisions of Articles XVII and XVIII herein, damage to the Demised Premises caused by fire or other such casualty covered by policies of fire insurance carried by the LESSOR as hereinafter provided in Article XI hereof, or caused by action of public authorities in connection with a taking by eminent domain, shall be repaired by the LESSOR at LESSOR'S own cost and expense. If LESSEE shall fail to timely perform any of LESSEE'S work, LESSOR may perform such work and bill LESSEE for the cost thereof and LESSEE shall pay such bills within five (5) business days of the date of such bill. Any late payments of such bills shall be subject to the Late Payment Charge and Default Interest Rate set forth in Article I Section 1 (l) of this Lease.

Section 2. LESSOR'S Work. The LESSOR shall promptly, after receipt of written notice from the LESSEE, or by its own volition, make any necessary repairs to the roof, roof covering, foundations, structural columns and exterior walls of the Demised Premises only

(exclusive of glass, window frames, windows, doors, door frames, and signs, which repairs shall be made by the LESSEE), except where such repairs are required by reason of any act or negligence by the LESSEE, its employees, agents, licensees, suppliers, contractors or guests. The LESSEE shall promptly, after notice from the LESSOR, repair, at its own expense, any damage to the roof, foundation and exterior walls of the Demised Premises caused by any act or negligence by the LESSEE, its agents, licensees, suppliers, contractors, or guests. LESSOR shall not be responsible for any consequential damages in any way relating to any such repair or replacement or the events causing or precipitating such repair or replacement.

Section 3. Surrender of Premises. The LESSEE shall at the expiration or earlier termination of this Lease remove its goods and effects and peaceably yield up the Demised Premises, clean and in good working order, repair and condition, reasonable wear and tear excepted, and LESSEE shall repair any damage done to the Demised Premises or the Retail Center by the installation or removal of such of LESSEE'S equipment and trade fixtures or trade equipment as permitted herein. Notwithstanding anything herein to the contrary, at the termination of the tenancy, the LESSEE shall not remove any of its LESSEE improvements, trade fixtures or equipment, it being understood and agreed that those improvements, trade fixtures and equipment shall be left in the Demised Premises unless LESSOR specifically requests that such items, or any portion thereof, be removed.

Section 4. Alterations. The LESSEE shall obtain LESSOR'S prior written consent for any alterations, improvements or additions to the Demised Premises or to the exterior of the Demised Premises, which in the case of interior non-structural work, shall not be unreasonably withheld. All such work shall be performed in accordance with all applicable laws and in a good and workmanlike manner and shall not impair the safety of the structure of The Building, nor diminish the value of the Retail Center as then constituted.

All wall to wall carpeting, linoleum or other floor covering of similar character, shall remain upon the Demised Premises, and at the expiration or earlier termination of this Lease shall be surrendered with the Demised Premises as a part thereof.

In the event LESSEE fails to remove said furniture or other items of personal property prior to the expiration or earlier termination of the Lease, they shall, at the option of LESSOR, be deemed abandoned and may be disposed of by LESSOR in any way LESSOR sees fit.

ARTICLE IX

Utilities

The LESSEE shall pay for all utility services provided to the Demised Premises, including, without limitation, electricity, gas, water, telephone, heat and sewage charges applicable to the Demised Premises. The LESSOR shall not be liable for any interruption of electricity, gas, water, telephone, sewage, heat or other utility service, supplied to the Demised Premises. The LESSEE shall pay, on being billed therefor, any water and/or sewer use tax imposed by any governmental authority which is directly or indirectly applicable to the Demised Premises.

ARTICLE X
Liability

Section 1. LESSEE'S Indemnity. The LESSEE shall save the LESSOR harmless and indemnified from all injury, loss, claims or damage of whatever nature to any person or property in the Demised Premises directly arising from any negligence of the LESSEE or LESSEE'S subtenants or concessionaires, or the employees, agents, contractors, suppliers, licensees, invitees, or customers of any of the foregoing. The LESSEE shall save the LESSOR harmless and indemnified from all injury, loss, claims or damage of whatever nature to any person or property on or about the Retail Center directly arising from the negligence of the LESSEE or those people under the direct control of LESSEE. Upon request of LESSOR, the LESSEE shall take over, at LESSEE'S expense, LESSOR'S defense in any action related to such matter for which LESSEE has agreed to indemnify LESSOR.

Section 2. LESSOR'S Non-Liability. Neither the LESSOR nor any agent or employee of the LESSOR shall be liable for any damage to the person or property of the LESSEE, or of any subtenant, or concessionaire, or of any employee, customer, licensee, invitee, contractor or supplier, or guest of any of the foregoing, except where such damage is attributable solely to the negligence of the LESSOR, or LESSOR'S agents or employees in the performance or failure to perform any of the obligations of the LESSOR under and pursuant to the terms and provisions of this Lease. Without in any way limiting the generality of the foregoing, LESSOR, LESSOR'S agents or employees, shall not be liable, in any event, for any such damage resulting from (a) the interruption to business or damage to property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of said Demised Premises, or from the pipes, appliances or plumbing or from dampness or any other cause; (b) any hidden defect on the Demised Premises; and/or (c) acts or omissions of persons occupying other premises in the Retail Center.

Section 3. LESSEE'S Insurance. The LESSEE shall maintain, during the term of this Lease, at its own expense comprehensive public liability insurance in responsible companies qualified to do business in Massachusetts which shall insure the LESSOR (as a named, insured party), and all persons claiming under the LESSOR, as well as the LESSEE, against all claims for injuries to persons (including death) occurring in or about the Demised Premises in the amount of at least One Million (\$1,000,000.00) Dollars per occurrence, together with a Two Million Dollar (\$2,000,000.00) annual aggregate. In the event of bodily injury or death, and against all claims for damages to or loss of property occurring in or about the Demised Premises in the amount of at least Five Hundred Thousand (\$500,000.00) Dollars or such higher amounts of liability insurance coverage as LESSOR shall reasonably require from time to time. The LESSEE shall furnish the LESSOR with certificates for such insurance prior to the Commencement Date and at least ten (10) days prior to the expiration date of any of such policies. LESSEE'S insurance carrier shall agree to endeavor to give LESSOR at least thirty (30) days prior notice of cancellation or modification of LESSEE'S policy. The LESSEE shall also, at its own expense, maintain worker's compensation insurance, fire and comprehensive casualty insurance of adequate amounts with respect to its own fixtures, merchandise, equipment and other property contained in the Demised Premises.

ARTICLE XI

Insurance

LESSOR'S Insurance. The LESSOR shall maintain, at all times during the term of this Lease, with respect to the Retail Center, insurance against loss or damage by fire, the so-called extended coverage, and insurance with respect to such other casualties and public liability as LESSOR deems appropriate.

ARTICLE XII

Signs

LESSEE may place, at LESSEE'S sole cost and expense, signs on the Demised Premises at locations designated by LESSOR, provided that they comply with all applicable municipal and state By-Laws, rules and regulations, and receive the prior written approval of the LESSOR with reference to size, design, color and lighting. A plan showing LESSEE'S signage, as approved by LESSOR, is attached hereto as Exhibit C. In no event shall any sign contain: (a) flashing or blinking lights; (b) neon lights, except for non-moving neon lights in signage on the exterior wall of a building, displayed in a professional manner, limited to one neon sign per building (in no event shall any neon lights be displayed in or through any windows,) (c) illumination other than individually illuminating lettering, internal illumination of the entire sign panel or neon illumination as set forth in clause (b) above; (d) the brand logo of any product unless the name and logo of the store is the same as such brand or (e) interchangeable letters such as a reader board. In addition, at the election of LESSOR, LESSEE shall place, retain, maintain and repair its sign on the LESSOR'S pylon structure, provided it complies with all applicable law, meets with the prior written approval of LESSOR, with reference to location on the pylon, size, design and color and complies with all of the sign provisions contained in this paragraph.

ARTICLE XIII

Assignment or Subletting

LESSEE shall not sublet or assign this Lease or LESSEE'S interest in and to all or any part of the Premises, without LESSOR'S prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, provided however that in the event of an assignment or sublease, the LESSEE shall remain liable for all of the obligations of LESSEE hereunder, and the subtenant or assignee shall also agree to be responsible for all of said obligations and LESSEE shall pay all of LESSOR'S reasonable attorney fees incurred in connection with such assignment. Should LESSEE desire to sublet or assign the Premises, LESSEE will deliver the name and addresses of the proposed assignee or subtenant to LESSOR, together with such assignee's or subtenant's complete commercially reasonable financial statement, at the time LESSEE so requests LESSOR'S consent. Notwithstanding anything contained herein to the contrary, in the event that LESSOR assigns this Lease or sublets the Premises, fifty percent of the Rent and other compensation payable by the assignee or subtenant over and above LESSEE'S rent under the terms of this Lease less reasonable costs incurred by LESSEE in procuring such assignment or sublease, shall be paid to LESSOR, within 10 days after LESSEE receives each such payments from such subtenant or assignee. Any

unauthorized attempted transfer, subletting, assignment, license to use; hypothecation or other alienation of this Lease shall be void and shall confer no rights thereto.

ARTICLE XIV Subordination

Section 1. Subordination by LESSEE. The LESSEE shall, from time to time, upon request of the LESSOR, subordinate this Lease to any existing and/or future Mortgage, as hereinafter defined, heretofore or hereafter placed upon the Retail Center or any part thereof, to any renewal, modification, replacement or extension of such Mortgage and to any and all advances made or to be made thereunder, provided that in the instrument of subordination the Mortgagee agrees, for itself and its successors and assigns, that so long as the LESSEE shall not be in default under this Lease, the Mortgagee and its successors and assigns will not disturb the peaceful, quiet enjoyment of the Demised Premises by the LESSEE. The LESSEE hereby irrevocably appoints the LESSOR and any successor or assign its attorney-in-fact (which appointment is coupled with an interest) to execute and deliver any such instrument of subordination for and on behalf of the LESSEE and its successors and assigns. If this Lease is so subordinated, no entry under any such Mortgage or sale for the purpose of foreclosing the same or repossession or other action pursuant to such Mortgage shall be regarded as an eviction of the LESSEE or its successors and assigns, constructive or otherwise, or give the LESSEE or any successors or assigns any right to terminate this Lease, provided that, upon request, LESSEE attorns to the Mortgagee or new owner or predecessor.

Section 2. Definition of Mortgage and Mortgagee. For purposes hereof, the term "Mortgage" shall mean any real estate mortgages, deed of trust or any other security agreements or indentures affecting the Retail Center, the Demised Premises; the term "Mortgagee" shall mean the holder of any such real estate mortgage, or any trustee or holder of any such deed of trust, security agreement or indenture.

Section 3. Estoppels and Notices. LESSEE will, upon request by LESSOR or any Mortgagee, execute and deliver to such party (a) an Estoppel Letter in form satisfactory to such party and/or (b) a copy of any notice of default delivered by LESSEE to LESSOR at the same time and in the same manner as to LESSOR.

Section 4. Mortgagee Not Liable. With reference to any assignment by LESSOR of LESSOR'S interest in this Lease, or the rents and other sums payable hereunder, conditional in nature or otherwise, which assignment is made to a Mortgagee, LESSEE agrees that the execution thereof by LESSOR, and the acceptance thereof by such Mortgagee, shall never be treated as an assumption by such Mortgagee of any of the obligations of LESSOR hereunder, unless such Mortgagee shall, by notice sent to LESSEE, specifically otherwise elect. Nevertheless, LESSEE shall, upon receipt of written notice from LESSOR and any such Mortgage, to whom LESSOR may from time to time assign the rents or other sums due hereunder make payment of such rents or other sums to such Mortgagee.

ARTICLE XV
Self-Help

If the LESSEE shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and shall not cure such default within thirty (30) days after notice from LESSOR specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence) LESSOR may, at its option, without waiving any claim for breach of agreement, at any time thereafter cure such default for the account of LESSEE, and make all necessary payments in connection therewith, including but not limiting the same to attorney's fees, costs or charges of or in connection with any legal action which may have been brought, and any amount paid by LESSOR in so doing shall be deemed paid for the account of LESSEE and LESSEE agrees to reimburse LESSOR therefor with interest thereon at the default interest rate, such sums payable by LESSEE to LESSOR to be deemed additional rent; provided that LESSOR may cure any such default as aforesaid prior to the expiration of said waiting period but after notice to LESSEE, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate or LESSOR'S interest therein, or to prevent injury or damage to persons or property.

ARTICLE XVI
Waiver of Subrogation

LESSOR and LESSEE each hereby releases the other from any and all liability or responsibility to the other (or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force in effect only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder, and LESSOR and LESSEE each hereby agree that it shall cause such a clause or endorsement to be included in its policies, and, if necessary, pay any additional premium that may be charged therefor.

ARTICLE XVII
Damage by Fire, Etc.

Section 1. Restoration by LESSOR. If the Demised Premises or the Retail Center shall be damaged or destroyed by fire, or other casualty covered by the LESSOR'S insurance policies required to be carried pursuant to the provisions of Article XI hereof, the LESSEE shall immediately give notice thereof to the LESSOR and unless this Lease is terminated as hereinafter provided, the LESSOR at its own expense shall repair or rebuild the same so as to restore the Demised Premises (excluding any alterations, additions or improvements made by LESSEE thereto) to substantially the same condition they were in as of the Rent Commencement Date, subject, however, to zoning and building laws then in existence, provided that the LESSOR shall not be responsible for any delay in such repair or reconstruction which may result from any cause

beyond its reasonable control and provided further that in no event shall LESSOR be obligated to expend for such repair or reconstruction more than the amount of the insurance proceeds (net of all costs and fees incurred by LESSOR in collecting the same) received by LESSOR on account thereof. The LESSEE shall not be required to pay minimum rent and additional rent during any period, in excess of one week, in which the premises are rendered untenable.

Section 2. Termination Rights. If either the Demised Premises or the Retail Center (whether or not the Demised Premises shall be so damaged) shall be damaged or destroyed by fire or other casualty to the extent of fifty (50%) percent or more of the full insurable value thereof, or if any part of the Demised Premises or the Retail Center shall be damaged by an uninsured casualty by any cause, the LESSOR may elect by written notice to the LESSEE either to terminate this Lease or to repair or rebuild on the conditions set forth in Section 1 by written notice given within ninety (90) days after such damage or destruction.

Section 3. LESSEE'S Restoration. In the event that the Demised Premises or the Retail Center are damaged or destroyed by any cause, then, unless this Lease is terminated as above provided, the LESSEE, at its own expense and proceeding with all reasonable dispatch, shall repair or replace suitably all alterations, additions, improvements, trade fixtures, equipment, signs or other property installed by or belonging to the LESSEE which shall be damage or destroyed.

ARTICLE XVIII Eminent Domain

Section 1. LESSOR and LESSEE Right of Termination. If as a result of any taking by eminent domain which shall be deemed to include a voluntary conveyance in lieu of a taking, the total floor area remaining in the Demised Premises shall be reduced to less than eighty (80%) of the total floor area in the Demised Premises at the Rent Commencement Date, or the Demised Premises shall be permanently deprived of access by motor vehicle to and from a public a street or private way, then, and in either of such cases, at the election of the LESSOR or the LESSEE, exercisable by written notice given to the other within ninety (90) days after the date of the filing of the notice of such taking, this Lease may be terminated as of the date when the LESSEE is required to vacate the Demised Premises or the portion thereof so taken, or access is so taken, notwithstanding that the entire interest of the party exercising such option may have been divested by such taking, and if following any such taking neither the LESSEE nor the LESSOR terminates this Lease, then the LESSOR, at the LESSOR'S expense, but only to the extent of the award for any such taking, and proceeding with all reasonable dispatch, subject to delays beyond its reasonable control, shall do such work as may be required to put what may remain of the Demised Premises in proper condition for the conduct of the LESSEE'S business, or to provide alternative access, as the case may be, and the LESSEE, at the LESSEE'S expense and proceeding with all reasonably dispatch, shall make such alterations, repairs and replacements of the alterations, additions, improvements, trade fixtures, equipment, signs or other property installed by or belonging to the LESSEE as may be necessary to put the remainder of the Demised Premises in proper condition for the LESSEE'S business. Unless this Lease is terminated by LESSOR, as herein provided, the LESSEE shall be required to pay all minimum rent and additional rent during any period in which the premises are rendered untenable.

Section 2. LESSOR'S Right of Termination. In the event that a taking, as defined herein, involves any portion of the Demised Premises or the means of access to public or private ways, the LESSOR shall have the right to terminate this Lease by notifying the LESSEE or the LESSOR'S election to terminate not later than ninety (90) days after the final determination of the amount of the award, effective on the date set forth in the notice, or to restore the Demised Premises and/or provide substitute premises for LESSEE reasonably satisfactory to LESSEE at such location and in the case of such restoration and/or substitution, the Minimum Rent shall be abated in proportion to the reduction in area of the demised premises. There shall be no abatement of additional rent or other charges due under this Lease unless there is a full abatement of the Minimum Rent.

Section 3. Damages. The LESSOR reserves all rights to damages to the Retail Center, the Demised Premises and the leasehold hereby created, or awards with respect thereto, then or thereafter accruing, by reason of any taking by eminent domain or by reason of anything lawfully done or required by any public authority, and the LESSEE grants to the LESSOR all the LESSEE'S rights, if any, to such damages, except with respect to the value of LESSEE'S personal property which may be compensated by separate award, and relocation expenses, and shall execute and deliver to the LESSOR such further instruments of assignment thereof as the LESSOR may from time to time request.

ARTICLE XIX

Section 1: Default

In the event that any one or more of the following conditions occur, any of which shall be an event of default:

(a) The LESSEE shall fail to make any payment of any installment of rent or other sums herein specified, when the same is due; or

(b) The LESSEE shall default in 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) Any proceedings seeking protection from creditors are instituted by the LESSEE under the Bankruptcy Code or any laws amendatory thereof or supplemental thereto; or

(d) Any other proceedings shall be instituted against the LESSEE under the Bankruptcy Code or any insolvency law and not be dismissed within thirty (30) days; or

(e) LESSEE shall execute an assignment of his property for the benefit of his creditors;
or

(f) A receiver or other similar officer for LESSEE shall be appointed and not be discharged within thirty (30) days, 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, 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 hereby 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 default interest rate and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

Section 2: Remedies Upon Default

In the event that this Lease is terminated under any of the provisions contained in Article XIX, Section 1 hereof or shall be otherwise terminated for breach of any obligation of the LESSEE, LESSEE covenants to pay forthwith to LESSOR, as compensation, the excess of the total rent reserved for the residue of the term of the Lease ("Term") over the fair market rental value of the Premises for said residue of the Term. In calculating the rent reserved there shall be included, in addition to the rent, the value of all other considerations agreed to be paid or performed by LESSEE during said residue. LESSEE shall also be liable to LESSOR for all expenses (including reasonable attorneys' fees and expenses) incurred by LESSOR in enforcing his rights under this Lease and at law. LESSEE further covenants, as additional and cumulative obligations, after any such termination to pay punctually to LESSOR all sums and to perform all the obligations which LESSEE covenants in this Lease to pay and perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by LESSEE pursuant to the next preceding sentence LESSEE shall be credited with any amount paid to the LESSOR as compensation as in this article provided and also with the net proceeds of any rent obtained by the LESSOR by reletting the Premises, after deducting all the LESSOR'S reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services and expenses of preparing the Premises for such reletting, it being agreed by LESSEE that LESSOR (i) may relet the Premises or any part or parts thereof, for a term or terms which may at LESSOR'S option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term and may grant such concessions and free rent as LESSOR in its reasonable judgment considers advisable or necessary to relet the same and (ii) may make such alterations, repairs and decorations in the Premises as LESSOR, in his reasonable judgment considers advisable or necessary to relet the same, and no action of LESSOR in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce LESSEE'S liability as aforesaid.

In lieu of any damages or indemnity and in lieu of full recovery by LESSOR of all sums payable under the foregoing provisions of this Article, LESSOR may, by notice to LESSEE, at any time after this Lease is terminated under any of the provisions contained in Article XIX hereof or is otherwise terminated for breach of any obligation of LESSEE and before such full recovery, elect to recover, and LESSEE shall thereupon pay, as liquidated damages, an amount equal to the aggregate of the rent and all other sums payable by LESSEE hereunder accrued in the twenty four (24) months

ended next prior to such termination, plus the amount of rent of any kind accrued and unpaid at the time of termination, except that if the Lease is terminated prior to twenty four (24) months of occupancy by LESSEE, then liquidated damages shall be an amount equal to the rent and all other sums payable by LESSEE for the first twenty four (24) months of the Lease term as set forth in this Lease, plus, in any event, all expenses (including reasonable attorney's fees and expenses) incurred by LESSOR in enforcing his rights under this Lease and at law.

Nothing contained in this Lease shall, however, limit or prejudice the right of the LESSOR to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater than, equal to, or less than the amount of the loss or damages referred to above.

ARTICLE XX-LESSOR'S DEFAULT

LESSOR shall not be deemed to be in default in the performance of any of its obligations hereunder unless it shall fail to perform such obligations and such failure shall continue for a period of thirty (30) days or such additional time as is reasonably required to correct any such default after written notice has been given by LESSEE to LESSOR specifying the nature of LESSOR'S alleged default. Any liability of LESSOR for a breach of this Lease shall be limited only to acts occurring while the LESSOR is the owner of the Retail Center.

ARTICLE XXI - BANKRUPTCY OR INSOLVENCY

(a) If the LESSEE shall become a Debtor under the United States Bankruptcy Code (the "Code"), and the Trustee or the LESSEE shall elect to assume this Lease under authority then given to the LESSEE by the Code, whether for the purpose of assigning the same or otherwise, such election and assignment may only be made if all the terms and conditions of subparagraph 28 (b) hereof are fully satisfied. If the Trustee or the Debtor shall fail to elect to assume this Lease within sixty (60) days after the filing of any such petition, this Lease shall be deemed to have been rejected, the LESSOR thereupon shall be immediately entitled to possession of the Demised Premises without further obligation to the LESSEE or the Trustee, and this Lease shall be terminated, but the LESSOR'S right to be compensated for damages both at law and as provided in paragraph 26 hereof shall survive. "Elect to assume," for the purposes of this paragraph, shall be deemed to mean that the Trustee or the Debtor shall have filled a motion to assume this Lease in the Debtor's bankruptcy proceedings and the Bankruptcy Court in such proceedings shall have allowed such motion.

(b) If the Trustee or Debtor-In-Possession has assumed this Lease pursuant to the provisions of subparagraph (a) hereof and the Code, for the purposes of assigning (or electing to assign) pursuant to the Code the LESSEE'S interest under this Lease, or the estate created thereby, to any other person, such interest or estate may be so assigned only if the LESSOR shall acknowledge in writing that the intended assignee has provided adequate assurance for the future performance (as defined in this subparagraph (b) of all of the terms, covenants and conditions of this Lease to be performed by the LESSEE. For the purpose of this subparagraph (b), the LESSOR and the LESSEE acknowledge that, in the context of a bankruptcy proceeding of the LESSEE, at a minimum,

“adequate assurance of future performance” shall mean that each of the following conditions shall have been satisfied, and the LESSOR has so acknowledged in writing:

- (i) The assignee has submitted a current financial statement audited by a Certified Public Accountant which shows a net worth and working capital in amounts (which amounts shall in no event be less than the greater of those of the LESSEE and any guarantor of the LESSEE’S obligations hereunder at the time of execution of the Lease) determined to be sufficient by the LESSOR to assure the future performance by such assignee of the LESSEE’S obligations under this Lease.
 - (ii) The assignee, if requested by the LESSOR, shall have obtained guarantees in form and substance satisfactory to the LESSOR from one or more persons who satisfy the LESSOR’S standards of credit;
 - (iii) The assignee has submitted in writing evidence, satisfactory to the LESSOR, of substantial business experience in the sale of merchandise and/or services permitted under this Lease;
 - (iv) The LESSOR has obtained all consents and waivers from any third party required under any lease, mortgage, financing arrangement or other agreement by which the LESSOR is bound to permit the LESSOR to consent to such assignment;
 - (v) The assignee has supplied such additional information required to be supplied by this subparagraph (b) and has complied with any other provisions, conditions and requirements set forth in subparagraph (a) for an assignment of the LESSEE’S interest in this Lease or the estate created thereby; and
- (c) When, pursuant to the Code, the Trustee, or Debtor-In-Possession shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charges shall not be less than the rent specified hereunder, without limitation, and without deduction or set-off of any kind.
- (d) Neither the LESSEE’S interest in this Lease, nor any lesser interest of the LESSEE herein, nor any estate of the LESSEE created hereby, shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of the LESSEE unless the LESSOR shall consent to such transfer in writing. No acceptance by the LESSOR of rent or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to have waived, nor shall it waive the need to obtain the LESSOR’S consent or the LESSOR’S right to terminate this Lease for any transfer of the LESSEE’S interest under this Lease without such consent

ARTICLE XXII

Notices

All notices or requests given, sent or required to be given with respect to any matter pertaining to this Lease must be in writing and must be delivered in hand, or sent by nationally recognized overnight courier service, such as, but not limited to, UPS or United Parcel Post, or by certified mail with return receipt requested, or by express mail, in each case with charges billed to the sender or proper postage prepaid, as applicable, and will be deemed given on the date received (or refused) when addressed to the parties at LESSOR'S Notice Address, in the case of notices to LESSOR, or at LESSEE'S Notice Address, in the case of notices to LESSEE, or in either case to such other addresses as LESSOR or LESSEE may designate to the other by notice. Until further notice, the LESSOR designates:

TOP GUN REALTY, LLC
5 Tam O Shanter Road
Franklin, Massachusetts 02038
Attn: Joseph G. Evans, Manager

With a copy by fax and first class mail to:

Alan Greenwald, Esquire
Greenwald & Greenwald LLP
409 Fortune Boulevard
Milford, MA 01757

The LESSEE designates:

SANTA FE BURRITO GRILL LLC
28 West Central Street
Franklin, MA 02038
Attn: Hector Angel, Manager

With a copy by fax and first class mail to:

John B. Kennelly, Esquire
Kennelly & Associates, LLC
196 Trumbull Street - Suite 509
Hartford, CT 06103

ARTICLE XXIII
Hazardous Materials

LESSEE shall not use any portion of the Demised Premises for use, generation, treatment, storage or disposal of "oil", "hazardous material", "hazardous waste", or "hazardous substances" (collectively, the "Materials"), as such terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., as amended, and the regulations promulgated thereunder, and all applicable state and local laws, rules and regulations, including, without limitation, Massachusetts General Laws, Chapters 21C and 21E (the "Superfund and Hazardous Waste Laws"), without the express written prior consent of LESSOR and, if required, its Mortgagees, and then only to the extent that the presence of the Materials is (i) properly licensed and approved by all appropriate governmental officials and in accordance with all applicable laws and regulations and (ii) in compliance with any terms and conditions and (ii) in compliance with any terms and conditions stated in said prior written approvals by the LESSOR its Mortgagees. LESSEE shall promptly provide LESSOR with copies of all notices received by it, including, without limitation, any notice of violations, notice of responsibility or demand for action from any federal, state or local authority or official in connection with the presence of Materials in or about the Demised Premises. In the event of any release of Materials, as defined in the Superfund and Hazardous Waste Laws, LESSEE shall promptly remedy the problem in accordance with all applicable laws and requirements and shall indemnify and hold the LESSOR and its Mortgagees harmless from and against all loss, costs, liability and damage, including attorneys' fees and the cost of litigation, arising from the presence or release of any Materials in or on the Demised Premises. The obligations of LESSEE under this Article XXI shall survive expiration or termination of this Lease.

ARTICLE XXIV
Miscellaneous Provisions

Section 1. No consent or waiver express or implied, by the LESSOR to or of any breach in the performance by the LESSEE of its agreements hereunder shall be construed as a consent or waiver to or of any other breach in the performance by the LESSEE of the same or any other covenant or agreement. No acceptance by the LESSOR of any rent or other payment hereunder, even with the knowledge of any such breach, shall be deemed a waiver thereof nor shall any acceptance of rent or other such payment in a lesser amount than is herein required to be paid by the LESSEE, regardless of any endorsement on any check or any statement in any letter accompanying the payment of the same, be construed as an accord and satisfaction or in any manner other than as a payment on account by the LESSEE. No reference in this Lease to any sublessee, licensee or concessionaire, or acceptance by the LESSOR from other than the LESSEE of any payment due hereunder shall be construed a consent by the LESSOR to any assignment or subletting by the LESSEE, or to give to the LESSEE any right to permit another to occupy any portion of the Demised Premises except as herein expressly provided. No waiver by the LESSOR in respect of any one tenant shall constitute a waiver with respect to any other tenant. Failure on the part of the LESSOR to complain of any action or non-action on the part of the LESSEE or to declare the LESSEE in default, no matter how long such failure may continue shall not be deemed to be a waiver by the LESSOR of any of its rights hereunder.

Section 2. In no case shall mention of specific instances under a more general provision be construed to limit the generality of said provisions.

Section 3. If the LESSEE continues to occupy the Demised Premises after the termination hereof, it shall have no more rights than a tenant by sufferance, but shall be liable for two times the aggregate rental then payable under this Lease for the period of such occupancy, and shall be liable for any loss or expense due to such holding over. Nothing in this section shall be construed to permit such holding over.

Section 4. If any provision of this Lease or the application thereof to any person or circumstance shall be to any extent invalid or unenforceable the remainder of this Lease and the application to persons or circumstances other than those as to which it is 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.

Section 5. LESSOR agrees that upon LESSEE'S paying the rent and performing and observing the agreements, conditions and other provisions on its part to be performed and observed, LESSEE shall and may peaceably and quietly have, hold and enjoy the Demised Premises and the appurtenant rights thereto as set forth in this Lease during the term of this Lease without any manner of hindrance or molestation from LESSOR or anyone claiming under LESSOR, subject, however, to the rights of holders of present and future Mortgages, and to the terms and provisions of this Lease.

Section 6. The conditions and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns, and the same shall be construed as covenants running with the land. Wherever in this Lease reference is made to either of the parties, it shall be held to include and apply to the successors and assigns of such party as if in each case so expressed, unless the context requires otherwise and regardless of the number or gender of such party; provided, however, that the term "LESSOR" as used in this lease means only the owner for the time being of the land of which the Demised Premises form a part so that in the event of any sale or sales of such land and Demised Premises or of said Lease the LESSOR shall be and hereby is entirely released of all covenants and obligations of the LESSOR hereunder.

Section 7. This Lease shall constitute the only agreement between the parties relative to the Demised Premises and no oral statements and no prior written matter not specifically incorporated herein shall be of any force or effect. In entering into this Lease, the LESSEE relies solely upon the representations and agreements contained herein. This agreement shall not be modified except by writing executed by both parties.

Section 8. The section and article headings throughout this instrument, if any, are for convenience and reference only and the words contained therein shall in no way be held to limit, define or describe the scope or intent of this lease or in any way affect this Lease.

Section 9. The LESSOR shall not be liable for a delay or failure in the commencement, performance or completion of any of its obligations hereunder where such delay or failure is attributable to strikes or other labor conditions, inability or difficulty in obtaining materials or services, wars, delays due to the weather, or other cause beyond the reasonable control of the LESSOR and in no event shall the LESSOR be liable for incidental or consequential damages.

Section 10. If the LESSOR shall at any time be an Individual, joint venture, tenancy in common, firm or partnership (general or limited) a trust or trustees of a trust, it is specifically understood and agreed that there shall be no personal liability of the LESSOR or any joint venture, tenant, partner, trustee, shareholder, beneficiary or holder of a beneficial interest thereof under any of the provisions hereof or arising out of the use or occupation of the Demised Premises by LESSEE. In the event of a breach or default by LESSOR of any of its obligations under this Lease, LESSEE shall look solely to the equity of the LESSOR in the Retail Center for the satisfaction of LESSEE'S remedies, and it is expressly understood and agreed that LESSOR'S liability under the terms, covenants, conditions, warranties and obligations of this Lease shall in no event exceed the loss of such equity interest. It is further understood and agreed that the liability of any party who is a LESSOR (whether the original LESSOR or any successor LESSOR) shall be limited to defaults occurring or arising during the period for which such party shall have been a LESSOR, and such party shall not be liable for defaults occurring or arising at any time before such party obtained its interest as lessor or after such party disposed of its interest as LESSOR.

Section 11. The LESSEE warrants and represents that no broker other than American Commercial Real Estate LLC and CBRE-NE (collectively the brokers) has either shown or referred the LESSEE to the within-described premises, and the LESSEE will indemnify, defend and save the LESSOR harmless from all claims for commission made by any other broker who alleges he showed or referred the LESSEE to the within-described premises. If the lease is signed and delivered and the LESSEE commences occupancy of the Premises LESSOR shall be responsible for paying the brokers commission pursuant to a separate listing agreement between Joseph Evans and American Commercial Real Estate LLC.

Section 12. Employees or agents of LESSOR have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Demised Premises, and this document shall become effective and binding only upon the execution and delivery thereof by both Lessor and LESSEE.

Section 13. Hector Angel, of 170 Slater Street, Manchester CT 06043, Plaza Azteca Wallingford, Inc., of 1088 North Colony Road, Wallingford, Connecticut, Plaza Azteca Hingham, Inc., of 6 Whiting Street, Hingham, Massachusetts, Casa Margaritas Bristol, Inc., of 450 Veterans Memorial Parkway, Suite 7A, East Providence, Rhode Island and Mexica Burrito Grill, Inc., of 759 Main Street, Tewksbury, Massachusetts, shall all Guaranty by separate documents, the form of which are attached hereto as Exhibits D, E, F, G and H respectively, the fulfillment and payment of all of the LESSEE'S obligations contained in this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal on the day and year first above written.

LESSOR:
TOP GUN REALTY, LLC

LESSEE:
SANTA FE BURRITO GRILL LLC

By: _____
JOSEPH G. EVANS, MANAGER

By: _____
HECTOR ANGEL, MANAGER

EXHIBIT A

(Plan attached hereto as a separate PDF document).

EXHIBIT B

MEMORANDUM OF TERM

As provided by the terms of the Lease dated _____, 20____
between the undersigned parties leasing premises described as follows:

the undersigned hereby establish and agree (i) the Initial Term of the Lease commenced on the Commencement Date which was _____, 20____; (ii) the Floor Area of the Premises is _____ square feet; (iii) the Rental Commencement Date is _____; and (iv) the Expiration Date of the Lease is _____, although the Term may be extended as provided in the Lease for the exercise of two Extensions, and each option shall be for a term of five years.

LESSOR:

TOP GUN REALTY, LLC,
a Massachusetts limited liability company

DATE: _____

By: _____
Joseph G. Evans, Manager

LESSEE:

SANTA FE BURRITO GRILL LLC,

DATE: _____

By: _____
Hector Angel, Manager

EXHIBIT C

(A plan showing LESSEE'S signage, as approved by LESSOR).

EXHIBIT D

GUARANTY

THIS GUARANTY is made as of this ____ day of November, 2017, by Hector Angel, having an address of 170 Slater Street, Manchester CT 06042, (hereinafter referred to as "Guarantor"). Guarantor does hereby guarantee the performance of the obligations of Santa Fe Burrito Grill LLC, a Massachusetts corporation having a principal place of business at 28 West Central Street, Franklin MA 02038, (hereinafter referred to as "Tenant"), to TOP GUN REALTY, LLC, or its nominee, having a principal place of business at 5 Tam O Shanter Road, Franklin, Norfolk County, Massachusetts 02038 (hereinafter referred to as "Landlord").

WITNESSETH THAT:

WHEREAS, contemporaneously herewith, subject to certain terms and conditions, Landlord has entered this day into a lease with Tenant for 2,600± square feet in the premises located at 28 West Central Street, in Franklin, Norfolk County, Massachusetts (hereinafter referred to as "Lease").

WHEREAS, Guarantor warrants and represents to Landlord that the undersigned has a substantial financial interest in the success of Tenant.

WHEREAS, Landlord has advised Guarantor that it will not enter into the aforesaid lease transaction with Tenant unless, among other matters, all of the obligations of Tenant under the Lease, including without limitation the punctual payment of all moneys due under the terms of said Lease, are guaranteed by Guarantor, and

WHEREAS, the Guarantor is willing and has agreed to guarantee the payment of the aforesaid obligations, as hereinafter provided;

NOW, THEREFORE, in order to induce Landlord to enter into the aforesaid Lease with Tenant and for other good and valuable consideration, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably, guarantees: (i) the due and punctual payment in full (and not merely the collectability) of the all moneys due under said Lease of even date when due and payable, according to the terms of the Lease; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, or under the terms of, the Lease; (iii) the due and punctual performance and observance of all of the other terms, covenants and conditions contained in the Lease on the part of Tenant to be performed and observed.

2. Guarantor expressly agrees that the Landlord may, in his sole and absolute discretion, without notice to or further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantors hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to the Lease or any agreement or instrument securing the Lease; (ii) modify, amend or change any provisions of the Lease; (iii) grant extensions or renewals of or with respect to the Lease, and/or effect any release, compromise or settlement in connection therewith; (iv) agree to the substitution, exchange, release or other disposition of all or any part of the collateral securing the Lease; (v) make advances for the purposes of performing any term or covenant contained in the Lease (vi) assign or otherwise transfer the Lease and any instrument or agreement securing the Lease, including without limitation this Guaranty, or any interest therein; and (vii) deal in all respects with Tenant as if this Guaranty was not in effect. The obligations of Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Lease or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

3. The liability of Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Lessee of any remedies it may have against Tenant or any other party with respect to the Lease, whether pursuant to the terms thereof or otherwise. No exercise or non-exercise by Landlord of any right given to him hereunder, or under the Lease, and no change, impairment or suspension of any right or remedy of Lender shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against Landlord.

Without limiting the generality of the foregoing, the Landlord shall not be required to make any demand on Tenant and/or any other party, or otherwise pursue or exhaust his remedies against Tenant or any other party, before, simultaneously with or after, enforcing his rights and remedies hereunder against Guarantor. Any one or more successive and/or concurrent actions may be brought against Guarantor either in the same action, if any, brought against Tenant and/or any other party, or in separate actions, as often as the Landlord, in his sole discretion, may deem advisable.

4. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of non-payment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Lease, or under any other agreement executed in connection with the Lease of all indulgences; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this Guaranty or the Lease or any instrument or agreement securing the Lease; and (v) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

5. If Guarantor shall advance any sums to Tenant or its successors or assigns, or if Tenant or its successors or assigns shall be or shall hereafter become indebted to Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the Landlord under the terms of the Lease. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the rights of the Landlord under the Lease or any instrument or agreement securing the Lease until all amounts owing to the Landlord under the Lease are paid in full.

6. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first above set forth or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed.

7. Any payments made by Guarantor under the provisions of this Guaranty shall, if made to Landlord, be made at his address first set forth above, unless some other address is hereafter designated by Landlord.

8. All rights and remedies afforded to the Landlord by reason of this Guaranty and the Lease, and any instrument or agreement securing the Lease, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Landlord under the Lease in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Landlord under the Lease unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Landlord, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

9. The Guarantor shall pay the Landlord ON DEMAND all reasonable attorney's fees and expenses incurred by the Landlord which relate to the enforcement of this Guaranty.

10. This Guaranty shall inure to the benefit of, and be enforceable by, the Landlord and his heirs, executors, administrators, successors and assigns, and shall be binding upon, and enforceable against, Guarantor and Guarantor's heirs, executors, administrators, successors and assigns.

11. This instrument is intended to take effect as a sealed instrument, and all rights, duties and remedies of the parties, shall be governed as to interpretation, validity, effect and enforcement, and in all other respects of the same or different nature, by the laws of the Commonwealth of Massachusetts.

SIGNED AS A SEALED INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED IN THE PRESENCE OF:

Witness

Hector Angel

EXHIBIT E

GUARANTY

THIS GUARANTY is made as of this ____ day of November, 2017, by Plaza Azteca Wallingford, Inc., having a current business address of 1088 North Colony Road, Wallingford, Connecticut, (hereinafter referred to as "Guarantor"). Guarantor does hereby guarantee the performance of the obligations of Santa Fe Burrito Grill LLC, a Massachusetts corporation having a principal place of business at 28 West Central Street, Franklin, Massachusetts, (hereinafter referred to as "Tenant"), to TOP GUN REALTY, LLC, or its nominee, having a principal place of business at 5 Tam O Shanter Road, Franklin, Norfolk County, Massachusetts 02038 (hereinafter referred to as "Landlord").

WITNESSETH THAT:

WHEREAS, contemporaneously herewith, subject to certain terms and conditions, Landlord has entered this day into a lease with Tenant for 2,600± square feet in the premises located at 28 West Central Street, in Franklin, Norfolk County, Massachusetts (hereinafter referred to as "Lease").

WHEREAS, Guarantor warrants and represents to Landlord that the undersigned has a substantial financial interest in the success of Tenant.

WHEREAS, Landlord has advised Guarantor that it will not enter into the aforesaid lease transaction with Tenant unless, among other matters, all of the obligations of Tenant under the Lease, including without limitation the punctual payment of all moneys due under the terms of said Lease, are guaranteed by Guarantor, and

WHEREAS, the Guarantor is willing and has agreed to guarantee the payment of the aforesaid obligations, as hereinafter provided;

NOW, THEREFORE, in order to induce Landlord to enter into the aforesaid Lease with Tenant and for other good and valuable consideration, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably, guarantees: (i) the due and punctual payment in full (and not merely the collectability) of the all moneys due under said Lease of even date when due and payable, according to the terms of the Lease; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, or under the terms of, the Lease; (iii) the due and punctual performance and observance of all of the other terms, covenants and conditions contained in the Lease on the part of Tenant to be performed and observed.
2. Guarantor expressly agrees that the Landlord may, in his sole and absolute discretion, without notice to or further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantors hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to the Lease or any agreement or instrument securing the Lease; (ii) modify, amend or change any provisions of the Lease; (iii) grant extensions or renewals of or with respect to the Lease, and/or effect any release, compromise or settlement in connection therewith; (iv) agree to the substitution, exchange, release or other disposition of all or any part of the collateral securing the Lease; (v) make advances for the purposes of performing any term or covenant contained in the Lease (vi) assign or otherwise transfer the Lease and any instrument or agreement securing the Lease, including without limitation this Guaranty, or any interest therein; and (vii) deal in all respects with Tenant as if this Guaranty was not in effect. The obligations of Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Lease or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.
3. The liability of Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Lessee of any remedies it may have against Tenant or any other party with respect to the Lease, whether pursuant to the terms thereof or otherwise. No exercise or non-exercise by Landlord of any right given to him hereunder, or under the Lease, and no change, impairment or suspension of any right or remedy of Lender shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against Landlord.

Without limiting the generality of the foregoing, the Landlord shall not be required to make any demand on Tenant and/or any other party, or otherwise pursue or exhaust his remedies against Tenant or any other party, before, simultaneously with or after, enforcing his rights and remedies hereunder against Guarantor. Any one or more successive and/or concurrent actions may be brought against Guarantor either in the same action, if any, brought against Tenant and/or any other party, or in separate actions, as often as the Landlord, in his sole discretion, may deem advisable.

4. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of non-payment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Lease, or under any other agreement executed in connection with the Lease of all indulgences; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this Guaranty or the Lease or any instrument or agreement securing the Lease; and (v) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

5. If Guarantor shall advance any sums to Tenant or its successors or assigns, or if Tenant or its successors or assigns shall be or shall hereafter become indebted to Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the Landlord under the terms of the Lease. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the rights of the Landlord under the Lease or any instrument or agreement securing the Lease until all amounts owing to the Landlord under the Lease are paid in full.

6. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first above set forth or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed.

7. Any payments made by Guarantor under the provisions of this Guaranty shall, if made to Landlord, be made at his address first set forth above, unless some other address is hereafter designated by Landlord.

8. All rights and remedies afforded to the Landlord by reason of this Guaranty and the Lease, and any instrument or agreement securing the Lease, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Landlord under the Lease in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Landlord under the Lease unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Landlord, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

9. The Guarantor shall pay the Landlord ON DEMAND all reasonable attorney's fees and expenses incurred by the Landlord which relate to the enforcement of this Guaranty.

10. This Guaranty shall inure to the benefit of, and be enforceable by, the Landlord and his heirs, executors, administrators, successors and assigns, and shall be binding upon, and enforceable against, Guarantor and Guarantor's heirs, executors, administrators, successors and assigns.

11. This instrument is intended to take effect as a sealed instrument, and all rights, duties and remedies of the parties, shall be governed as to interpretation, validity, effect and enforcement, and in all other respects of the same or different nature, by the laws of the Commonwealth of Massachusetts.

SIGNED AS A SEALED INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED IN THE PRESENCE OF:

Witness

PLAZA AZTECA WALLINGFORD, INC.

By: _____, Its President
Hector Angel

EXHIBIT F

GUARANTY

THIS GUARANTY is made as of this ____ day of November, 2017, by Plaza Azteca Hingham, Inc., having a current business address of 6 Whiting Street, Hingham, Massachusetts, (hereinafter referred to as "Guarantor"). Guarantor does hereby guarantee the performance of the obligations of Santa Fe Burrito Grill LLC, a Massachusetts corporation having a principal place of business at 28 West Central Street, Franklin, Massachusetts, (hereinafter referred to as "Tenant"), to TOP GUN REALTY, LLC, or its nominee, having a principal place of business at 5 Tam O Shanter Road, Franklin, Norfolk County, Massachusetts 02038 (hereinafter referred to as "Landlord").

WITNESSETH THAT:

WHEREAS, contemporaneously herewith, subject to certain terms and conditions, Landlord has entered this day into a lease with Tenant for 2,600± square feet in the premises located at 28 West Central Street, in Franklin, Norfolk County, Massachusetts (hereinafter referred to as "Lease").

WHEREAS, Guarantor warrants and represents to Landlord that the undersigned has a substantial financial interest in the success of Tenant.

WHEREAS, Landlord has advised Guarantor that it will not enter into the aforesaid lease transaction with Tenant unless, among other matters, all of the obligations of Tenant under the Lease, including without limitation the punctual payment of all moneys due under the terms of said Lease, are guaranteed by Guarantor, and

WHEREAS, the Guarantor is willing and has agreed to guarantee the payment of the aforesaid obligations, as hereinafter provided;

NOW, THEREFORE, in order to induce Landlord to enter into the aforesaid Lease with Tenant and for other good and valuable consideration, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably, guarantees: (i) the due and punctual payment in full (and not merely the collectability) of the all moneys due under said Lease of even date when due and payable, according to the terms of the Lease; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, or under the terms of, the Lease; (iii) the due and punctual performance and observance of all of the other terms, covenants and conditions contained in the Lease on the part of Tenant to be performed and observed.
2. Guarantor expressly agrees that the Landlord may, in his sole and absolute discretion, without notice to or further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantors hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to the Lease or any agreement or instrument securing the Lease; (ii) modify, amend or change any provisions of the Lease; (iii) grant extensions or renewals of or with respect to the Lease, and/or effect any release, compromise or settlement in connection therewith; (iv) agree to the substitution, exchange, release or other disposition of all or any part of the collateral securing the Lease; (v) make advances for the purposes of performing any term or covenant contained in the Lease (vi) assign or otherwise transfer the Lease and any instrument or agreement securing the Lease, including without limitation this Guaranty, or any interest therein; and (vii) deal in all respects with Tenant as if this Guaranty was not in effect. The obligations of Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Lease or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.
3. The liability of Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Lessee of any remedies it may have against Tenant or any other party with respect to the Lease, whether pursuant to the terms thereof or otherwise. No exercise or non-exercise by Landlord of any right given to him hereunder, or under the Lease, and no change, impairment or suspension of any right or remedy of

Lender shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against Landlord. Without limiting the generality of the foregoing, the Landlord shall not be required to make any demand on Tenant and/or any other party, or otherwise pursue or exhaust his remedies against Tenant or any other party, before, simultaneously with or after, enforcing his rights and remedies hereunder against Guarantor. Any one or more successive and/or concurrent actions may be brought against Guarantor either in the same action, if any, brought against Tenant and/or any other party, or in separate actions, as often as the Landlord, in his sole discretion, may deem advisable.

4. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of non-payment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Lease, or under any other agreement executed in connection with the Lease of all indulgences; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this Guaranty or the Lease or any instrument or agreement securing the Lease; and (v) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

5. If Guarantor shall advance any sums to Tenant or its successors or assigns, or if Tenant or its successors or assigns shall be or shall hereafter become indebted to Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the Landlord under the terms of the Lease. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the rights of the Landlord under the Lease or any instrument or agreement securing the Lease until all amounts owing to the Landlord under the Lease are paid in full.

6. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first above set forth or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed.

7. Any payments made by Guarantor under the provisions of this Guaranty shall, if made to Landlord, be made at his address first set forth above, unless some other address is hereafter designated by Landlord.

8. All rights and remedies afforded to the Landlord by reason of this Guaranty and the Lease, and any instrument or agreement securing the Lease, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Landlord under the Lease in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Landlord under the Lease unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Landlord, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

9. The Guarantor shall pay the Landlord ON DEMAND all reasonable attorney's fees and expenses incurred by the Landlord which relate to the enforcement of this Guaranty.

10. This Guaranty shall inure to the benefit of, and be enforceable by, the Landlord and his heirs, executors, administrators, successors and assigns, and shall be binding upon, and enforceable against, Guarantor and Guarantor's heirs, executors, administrators, successors and assigns.

11. This instrument is intended to take effect as a sealed instrument, and all rights, duties and remedies of the parties, shall be governed as to interpretation, validity, effect and enforcement, and in all other respects of the same or different nature, by the laws of the Commonwealth of Massachusetts.

SIGNED AS A SEALED INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED IN THE PRESENCE OF:

Witness

PLAZA AZTECA HINGHAM, INC.

By: _____, Its President
Hector Angel

EXHIBIT G

GUARANTY

THIS GUARANTY is made as of this ____ day of November, 2017, by Casa Margaritas Bristol, Inc., having a current business address of 450 Veterans Memorial Parkway, Suite 7A, East Providence, Rhode Island, (hereinafter referred to as "Guarantor"). Guarantor does hereby guarantee the performance of the obligations of Santa Fe Burrito Grill LLC, a Massachusetts corporation having a principal place of business at 28 West Central Street, Franklin, Massachusetts, (hereinafter referred to as "Tenant"), to TOP GUN REALTY, LLC, or its nominee, having a principal place of business at 5 Tam O Shanter Road, Franklin, Norfolk County, Massachusetts 02038 (hereinafter referred to as "Landlord").

WITNESSETH THAT:

WHEREAS, contemporaneously herewith, subject to certain terms and conditions, Landlord has entered this day into a lease with Tenant for 2,600± square feet in the premises located at 28 West Central Street, in Franklin, Norfolk County, Massachusetts (hereinafter referred to as "Lease").

WHEREAS, Guarantor warrants and represents to Landlord that the undersigned has a substantial financial interest in the success of Tenant.

WHEREAS, Landlord has advised Guarantor that it will not enter into the aforesaid lease transaction with Tenant unless, among other matters, all of the obligations of Tenant under the Lease, including without limitation the punctual payment of all moneys due under the terms of said Lease, are guaranteed by Guarantor, and

WHEREAS, the Guarantor is willing and has agreed to guarantee the payment of the aforesaid obligations, as hereinafter provided;

NOW, THEREFORE, in order to induce Landlord to enter into the aforesaid Lease with Tenant and for other good and valuable consideration, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably, guarantees: (i) the due and punctual payment in full (and not merely the collectability) of the all moneys due under said Lease of even date when due and payable, according to the terms of the Lease; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, or under the terms of, the Lease; (iii) the due and punctual performance and observance of all of the other terms, covenants and conditions contained in the Lease on the part of Tenant to be performed and observed.

2. Guarantor expressly agrees that the Landlord may, in his sole and absolute discretion, without notice to or further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantors hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to the Lease or any agreement or instrument securing the Lease; (ii) modify, amend or change any provisions of the Lease; (iii) grant extensions or renewals of or with respect to the Lease, and/or effect any release, compromise or settlement in connection therewith; (iv) agree to the substitution, exchange, release or other disposition of all or any part of the collateral securing the Lease; (v) make advances for the purposes of performing any term or covenant contained in the Lease (vi) assign or otherwise transfer the Lease and any instrument or agreement securing the Lease, including without limitation this Guaranty, or any interest therein; and (vii) deal in all respects with Tenant as if this Guaranty was not in effect. The obligations of Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Lease or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

3. The liability of Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Lessee of any remedies it may have against Tenant or any other party with respect to the Lease, whether pursuant to the terms thereof or otherwise. No exercise or non-exercise by Landlord of any right given to him hereunder, or under the Lease, and no change, impairment or suspension of any right or remedy of Lender shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against Landlord. Without limiting the generality of the foregoing, the Landlord shall not be required to make any demand on Tenant and/or

any other party, or otherwise pursue or exhaust his remedies against Tenant or any other party, before, simultaneously with or after, enforcing his rights and remedies hereunder against Guarantor. Any one or more successive and/or concurrent actions may be brought against Guarantor either in the same action, if any, brought against Tenant and/or any other party, or in separate actions, as often as the Landlord, in his sole discretion, may deem advisable.

4. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of non-payment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Lease, or under any other agreement executed in connection with the Lease of all indulgences; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this Guaranty or the Lease or any instrument or agreement securing the Lease; and (v) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

5. If Guarantor shall advance any sums to Tenant or its successors or assigns, or if Tenant or its successors or assigns shall be or shall hereafter become indebted to Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the Landlord under the terms of the Lease. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the rights of the Landlord under the Lease or any instrument or agreement securing the Lease until all amounts owing to the Landlord under the Lease are paid in full.

6. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first above set forth or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed.

7. Any payments made by Guarantor under the provisions of this Guaranty shall, if made to Landlord, be made at his address first set forth above, unless some other address is hereafter designated by Landlord.

8. All rights and remedies afforded to the Landlord by reason of this Guaranty and the Lease, and any instrument or agreement securing the Lease, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Landlord under the Lease in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Landlord under the Lease unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Landlord, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

9. The Guarantor shall pay the Landlord ON DEMAND all reasonable attorney's fees and expenses incurred by the Landlord which relate to the enforcement of this Guaranty.

10. This Guaranty shall inure to the benefit of, and be enforceable by, the Landlord and his heirs, executors, administrators, successors and assigns, and shall be binding upon, and enforceable against, Guarantor and Guarantor's heirs, executors, administrators, successors and assigns.

11. This instrument is intended to take effect as a sealed instrument, and all rights, duties and remedies of the parties, shall be governed as to interpretation, validity, effect and enforcement, and in all other respects of the same or different nature, by the laws of the Commonwealth of Massachusetts.

SIGNED AS A SEALED INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED IN THE PRESENCE OF:

Witness

CASA MARGARITAS BRISTOL, INC.

By: _____, Its President
Hector Angel

EXHIBIT H

GUARANTY

THIS GUARANTY is made as of this ____ day of November, 2017, by Mexica Burrito Grill, Inc., having an address of 759 Main Street, Tewksbury, Massachusetts 01876, (hereinafter referred to as "Guarantor"). Guarantor does hereby guarantee the performance of the obligations of Santa Fe Burrito Grill LLC, a Massachusetts corporation having a principal place of business at 28 West Central Street, Franklin, Massachusetts, (hereinafter referred to as "Tenant"), to TOP GUN REALTY, LLC, or its nominee, having a principal place of business at 5 Tam O Shanter Road, Franklin, Norfolk County, Massachusetts 02038 (hereinafter referred to as "Landlord").

WITNESSETH THAT:

WHEREAS, contemporaneously herewith, subject to certain terms and conditions, Landlord has entered this day into a lease with Tenant for 2,600± square feet in the premises located at 28 West Central Street, in Franklin, Norfolk County, Massachusetts (hereinafter referred to as "Lease").

WHEREAS, Guarantor warrants and represents to Landlord that the undersigned has a substantial financial interest in the success of Tenant.

WHEREAS, Landlord has advised Guarantor that it will not enter into the aforesaid lease transaction with Tenant unless, among other matters, all of the obligations of Tenant under the Lease, including without limitation the punctual payment of all moneys due under the terms of said Lease, are guaranteed by Guarantor, and

WHEREAS, the Guarantor is willing and has agreed to guarantee the payment of the aforesaid obligations, as hereinafter provided;

NOW, THEREFORE, in order to induce Landlord to enter into the aforesaid Lease with Tenant and for other good and valuable consideration, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably, guarantees: (i) the due and punctual payment in full (and not merely the collectability) of the all moneys due under said Lease of even date when due and payable, according to the terms of the Lease; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, or under the terms of, the Lease; (iii) the due and punctual performance and observance of all of the other terms, covenants and conditions contained in the Lease on the part of Tenant to be performed and observed.

2. Guarantor expressly agrees that the Landlord may, in his sole and absolute discretion, without notice to or further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantors hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to the Lease or any agreement or instrument securing the Lease; (ii) modify, amend or change any provisions of the Lease; (iii) grant extensions or renewals of or with respect to the Lease, and/or effect any release, compromise or settlement in connection therewith; (iv) agree to the substitution, exchange, release or other disposition of all or any part of the collateral securing the Lease; (v) make advances for the purposes of performing any term or covenant contained in the Lease (vi) assign or otherwise transfer the Lease and any instrument or agreement securing the Lease, including without limitation this Guaranty, or any interest therein; and (vii) deal in all respects with Tenant as if this Guaranty was not in effect. The obligations of Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Lease or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

3. The liability of Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Lessee of any remedies it may have against Tenant or any other party with respect to the Lease, whether pursuant to the terms thereof or otherwise. No exercise or non-exercise by Landlord of any right given to him hereunder, or under the Lease, and no change, impairment or suspension of any right or remedy of Lender shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against Landlord.

Without limiting the generality of the foregoing, the Landlord shall not be required to make any demand on Tenant and/or any other party, or otherwise pursue or exhaust his remedies against Tenant or any other party, before, simultaneously with or after, enforcing his rights and remedies hereunder against Guarantor. Any one or more successive and/or concurrent actions may be brought against Guarantor either in the same action, if any, brought against Tenant and/or any other party, or in separate actions, as often as the Landlord, in his sole discretion, may deem advisable.

4. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of non-payment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Lease, or under any other agreement executed in connection with the Lease of all indulgences; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this Guaranty or the Lease or any instrument or agreement securing the Lease; and (v) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

5. If Guarantor shall advance any sums to Tenant or its successors or assigns, or if Tenant or its successors or assigns shall be or shall hereafter become indebted to Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the Landlord under the terms of the Lease. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the rights of the Landlord under the Lease or any instrument or agreement securing the Lease until all amounts owing to the Landlord under the Lease are paid in full.

6. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first above set forth or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed.

7. Any payments made by Guarantor under the provisions of this Guaranty shall, if made to Landlord, be made at his address first set forth above, unless some other address is hereafter designated by Landlord.

8. All rights and remedies afforded to the Landlord by reason of this Guaranty and the Lease, and any instrument or agreement securing the Lease, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Landlord under the Lease in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Landlord under the Lease unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Landlord, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

9. The Guarantor shall pay the Landlord ON DEMAND all reasonable attorney's fees and expenses incurred by the Landlord which relate to the enforcement of this Guaranty.

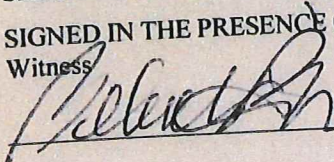
10. This Guaranty shall inure to the benefit of, and be enforceable by, the Landlord and his heirs, executors, administrators, successors and assigns, and shall be binding upon, and enforceable against, Guarantor and Guarantor's heirs, executors, administrators, successors and assigns.

11. This instrument is intended to take effect as a sealed instrument, and all rights, duties and remedies of the parties, shall be governed as to interpretation, validity, effect and enforcement, and in all other respects of the same or different nature, by the laws of the Commonwealth of Massachusetts.

SIGNED AS A SEALED INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED IN THE PRESENCE OF:

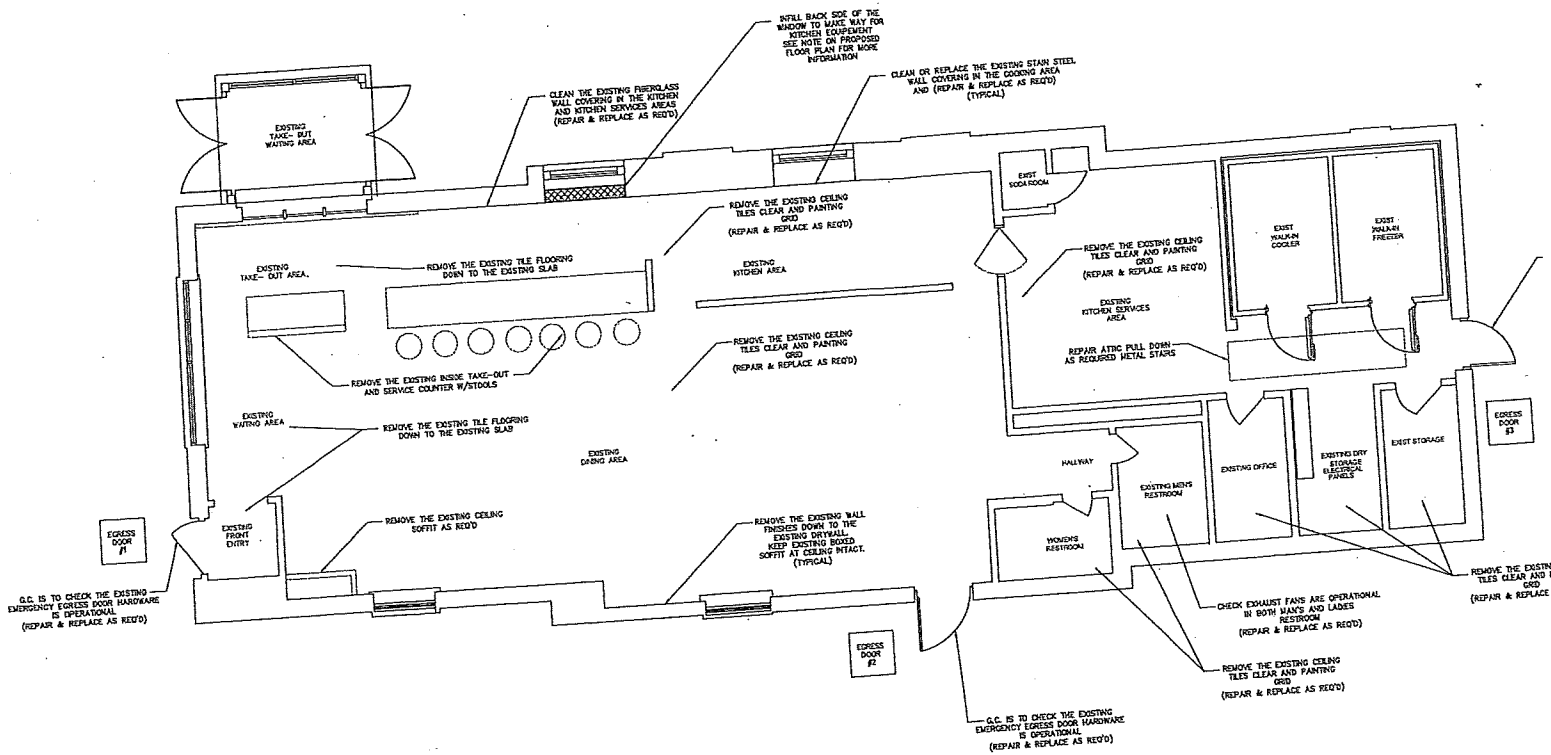
Witness



MEXICA BURRITO GRILL, INC.

By:  Its President

Hector Angel



EXISTING FLOOR DEMOLITION PLAN
SCALE: 1/4" = 1'-0"

LEGEND

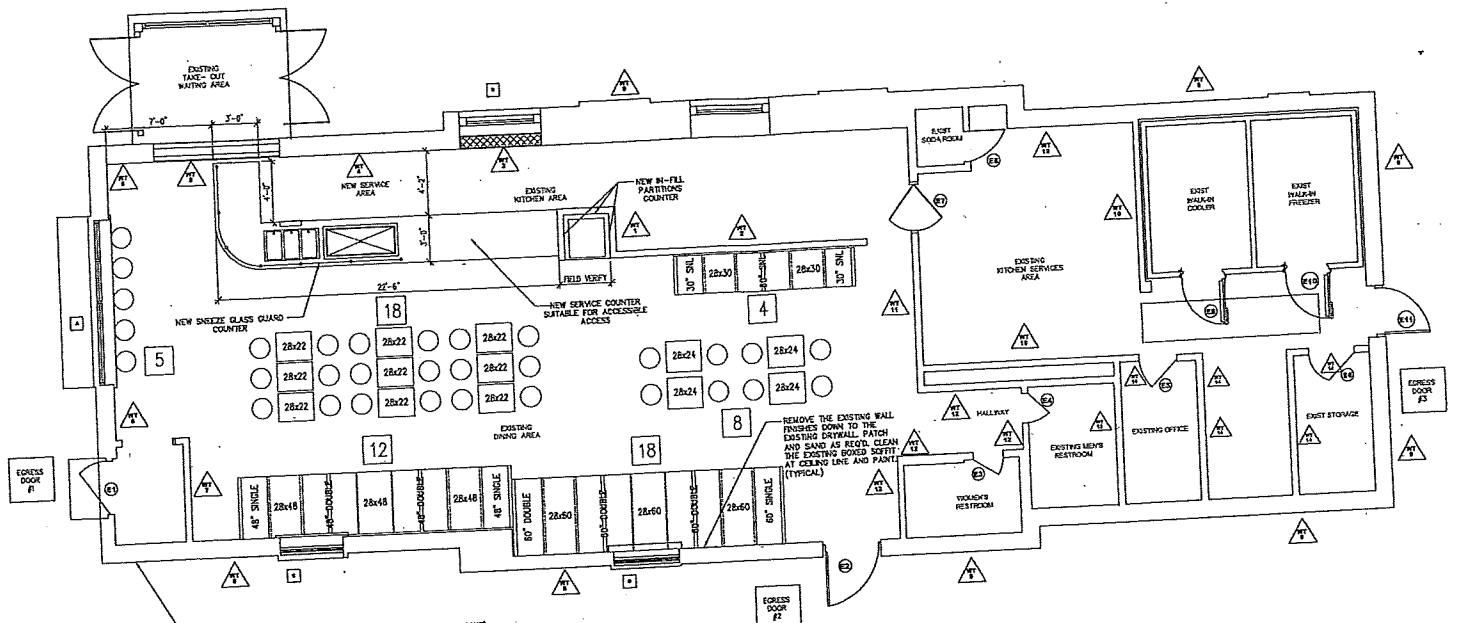
- FIRE AND LIGHT COMBINATION
- EXIT SIGN
- WALL TYPE
- DOOR SWING
- WINDOW WALL
- EMERGENCY LIGHTING (BATTERY BACKUP)
- EMERGENCY FIRE NOTIFICATION (OPEN & STAGED)
- EMERGENCY FIRE NOTIFICATION (STAGING ONLY)
- EMERGENCY FIRE NOTIFICATION (FULL STAGING)

DESIGN CONCEPTS OF NEW ENGLAND
Consulting Architects, Engineers & Designers
117 High Street
Bridgewater, Massachusetts, 01924
phone 508-279-1639

PROJECT NAME:
PROPOSED ALTERATIONS
TO THE BUILDING AT:
SANTA FE GURRILLO GRILL
28 WEST CENTRAL STREET
FRANKLIN, MA

REVISIONS PER:	DATE:
PERMIT	12/28/2017

DATE ISSUED:
DWG. SCALE:
DRAWN BY:
REVIEWED BY:
PROJECT NO.:



PROPOSED FLOOR PLAN
 SCALE: 1/4" = 1'-0"

TOTAL NUMBER OF SEATS = 66
 TOTAL NUMBER OF OCCUPANTS = 66
 TOTAL NUMBER OF WAIT & COOK STAFF = 6
 TOTAL NUMBER OF MANAGEMENT STAFF = 1
 TOTAL OCCUPANT LOAD = 73

LEGEND

	FAN AND LIGHT COORDINATION		EMERGENCY FIRE NOTIFICATION (WORK & STORAGE)
	EMERGENCY FIRE NOTIFICATION (DINING ROOM)		EMERGENCY FIRE NOTIFICATION (SPILL STATION)
	EMERGENCY FIRE NOTIFICATION (DRINKING WATER)		EMERGENCY LIGHTING (BATTERY BACKUP)
	EXIT SIGN		
	WALL TYPE		
	DOOR MARK		
	WINDOW MARK		

DESIGN CONCEPTS OF NEW ENGLAND Consulting Architects, Engineers & Designers 477 High Street Bridgewater, Massachusetts, 01924 phone 508-275-1633	PROJECT NAME: PROPOSED ALTERATIONS TO THE BUILDING AT: SANTA FE BURRITO GRILL 28 WEST CENTRAL STREET FRANKLIN, MA	REVISIONS PER:	DATE:	DATE ISSUED:
		PERMIT	12/28/2017	1/4/18
		DWG. SCALE:	DRAWN BY:	J.C.
			REVIEWED BY:	DWD
			PROJECT NO.:	

LEGISLATION

FOR

ACTION



Sponsor: Administration

**TOWN OF FRANKLIN
RESOLUTION 18-37
ORDER OF ACCEPTANCE OF PADDEN ROAD
AND PORTION OF LONGHILL ROAD
AS PUBLIC WAYS**

WHEREAS, The General Court enacted Chapter 163 of the Legislative Acts of 2011 "An Act Providing a Simplified Procedure for Municipal Acceptance of Subdivision Roads in the City Known as the Town of Franklin", (hereinafter: Chapter 163), and

WHEREAS, Padden Road and a portion of Longhill Road both laid-out and constructed roads in a residential subdivision shown on definitive subdivision plans, approved by the Town of Franklin Planning Board and recorded at Norfolk County Registry of Deeds in Plan Book 438 as Plan No. 258 of 1996, and in Plan Book 451 as Plan No. 704 of 1997.

WHEREAS, Town has fully complied with the requirements of Chapter 163 for the municipal acceptance of said roads as public ways; said compliance includes submittal of written certification and plans by the Town of Franklin Planning Board to the Franklin Town Council and the Franklin Town Council's holding of a public hearing this date, after having given prior written notice thereof to the owner of record of each property abutting the roads, as evidenced by the abutters list a true copy of which is attached hereto as "Exhibit A", and notice by newspaper publication,

NOW THEREFORE, BE IT ORDERED THAT:

1. The Town Council of the Town of Franklin determines that it is in the public interest to accept Padden and a portion of Longhill Road, all shown on the above-referenced definitive subdivision plan and also shown on the street acceptance plan entitled Street Acceptance Plan of: "Padden Road" (sheets 1 and 2 of 3) and Longhill Road (sheet 3 of 3) dated: January 10, 2017 and prepared by Dunn-McKenzie, Inc. Land Surveying and Civil Engineering, 206 Dedham St., Rt. 1A at Rt. 115, Norfolk, Massachusetts 02056, to be recorded herewith, as public ways.
2. In accordance with said determination, the Franklin Town Council hereby accepts the following roads shown on said street acceptance plan as public ways with the fee ownership thereof to vest in Town:

Padden Road, for its entire length
Longhill Road, from station 1+66 to station 9+60, as shown
on above-referenced acceptance plan

Together with ownership of the following easements shown on said street acceptance plan:

Turnaround Easement on northerly side of Longhill Road on Lots 20 and 21 containing 5,286 square feet.

Drainage Easement on northerly side of Longhill Road on Lot 21 containing 11,401 square feet.

as well as all pipes, structures and other improvements located within any roadway or easement, upon recordation of a true copy of this order and said street acceptance plan at Norfolk County Registry of Deeds, as provided in Chapter 163.

- 3. The Franklin Town Council directs that a true copy of this Order of Acceptance, together with the original above-referenced street acceptance plan, be recorded at Norfolk County Registry of Deeds within thirty (30) days, in accordance with the provisions of Chapter 163.

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

DATED: _____, 2018

VOTED:

UNANIMOUS _____

YES _____ NO _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

05/25/2018

FRANKLIN

10:59:09AM

Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
261-112-000-000	42 PADDEN RD	LUTHER JOHN C	LUTHER JULIE H	42 PADDEN RD	FRANKLIN	MA	02038
261-121-001-000	8 PADDEN RD	MILLER ROBERT E	MILLER TIFFANY V	8 PADDEN RD	FRANKLIN	MA	02038
261-122-001-000	12 PADDEN RD	MUTOMBA TAPIWA D	MUTOMBA LORRAINE	12 PADDEN RD	FRANKLIN	MA	02038
262-001-000-000	PADDEN RD	N/F MCWILLIAMS JOSEPH L	C/O LYONS JAMES	43 PADDEN RD	FRANKLIN	MA	02038
262-002-000-000	16 PADDEN RD	NELSON TIMOTHY F	NELSON PAMELA J	16 PADDEN RD	FRANKLIN	MA	02038
262-003-000-000	20 PADDEN RD	DEBERARDINIS RALPH JR	DEBERARDINIS SARAH B	20 PADDEN RD	FRANKLIN	MA	02038
262-004-000-000	26 PADDEN RD	YEAGER BRENDAN R	YEAGER BRANDI L	26 PADDEN RD	FRANKLIN	MA	02038
262-005-000-000	32 PADDEN RD	KOENIG RICHARD N	KOENIG KATHLEEN A	32 PADDEN RD	FRANKLIN	MA	02038
262-006-000-000	36 PADDEN RD	FREEMAN JOHN E TR	FREEMAN FAMILY TRUST	36 PADDEN RD	FRANKLIN	MA	02038
262-007-000-000	43 PADDEN RD	SOUZA MICHAEL A	SOUZA JANE E	43 PADDEN RD	FRANKLIN	MA	02038
262-008-000-000	39 PADDEN RD	SHARP SANDRA J	MILLER STEVEN F	39 PADDEN RD	FRANKLIN	MA	02038
262-009-000-000	35 PADDEN RD	MULLINS PATRICK H	MULLINS STACEY L	35 PADDEN RD	FRANKLIN	MA	02038
262-010-000-000	31 PADDEN RD	SHAWKI SLEIMAN	SHAWKI GEORGETTE	31 PADDEN RD	FRANKLIN	MA	02038
262-011-000-000	27 PADDEN RD	APICELLA JONATHAN D	APICELLA CHRISTINE W	27 PADDEN RD	FRANKLIN	MA	02038
262-012-000-000	23 PADDEN RD	MAHER JOHN D	MAHER DENISE M	23 PADDEN RD	FRANKLIN	MA	02038
262-013-000-000	19 PADDEN RD	JOFFIN DAVID	JOFFIN KAREN HANNAH	19 PADDEN RD	FRANKLIN	MA	02038
262-014-000-000	15 PADDEN RD	IANNELLI DAVID	IANNELLI DIANNE	15 PADDEN RD	FRANKLIN	MA	02038
262-015-000-000	11 PADDEN RD	MCKEOWN MARK V	MATEUS LINA M	11 PADDEN RD	FRANKLIN	MA	02038
262-016-000-000	7 PADDEN RD	DONOHUE DANIEL W	DONOHUE GRETCHEN M	7 PADDEN RD	FRANKLIN	MA	02038
267-001-000-000	3 PADDEN RD	O'DONNELL MARK D	O'DONNELL CHERYL A	3 PADDEN RD	FRANKLIN	MA	02038

End of Report

Heidi M. Doyle, 5-25-18

05/30/2018

Padden Rd

FRANKLIN

3:45:38PM

Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
261-113-000-000	41 PHILOMENA WAY	NOUDURI RAMABHASKAR	NOUDURI LALITHA	41 PHILOMENA WAY	FRANKLIN	MA	02038
261-114-000-000	35 PHILOMENA WAY	FALANGA MICHAEL	FALLANGA PATRICIA	35 PHILOMENA WAY	FRANKLIN	MA	02038
261-121-001-000	8 PADDEN RD	MILLER ROBERT E	MILLER TIFFANY V	8 PADDEN RD	FRANKLIN	MA	02038
268-129-000-000	242 PLEASANT ST	SAUTER CONRAD E	SAUTER ELIZABETH A	3 GLENN DR	FRANKLIN	MA	02038
268-130-000-000	6 PHILOMENA WAY	PARK HOJUN	PARK KIMBERLY	6 PHILOMENA WAY	FRANKLIN	MA	02038

End of Report

Printed by: [Signature], 5-30-18

05/25/2018

11:04:59AM

FRANKLIN

Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
262-007-000-000	43 PADDEEN RD	SOUZA MICHAEL A	SOUZA JANE E	43 PADDEEN RD	FRANKLIN	MA	02038
262-031-000-000	11 LONGHILL RD	BRUNELLE JACQUES	BRUNELLE HELEN	11 LONGHILL RD	FRANKLIN	MA	02038
262-032-000-000	19 SARGENT LN	WAINWRIGHT PAUL T	WAINWRIGHT SANDRA R	19 SARGENT LN	FRANKLIN	MA	02038

End of Report

Spencer W. Doyle, 5-25-18



Sponsor: Administration

**TOWN OF FRANKLIN
RESOLUTION 18-38
ORDER OF ACCEPTANCE OF SHEILA LANE &
TOBACCO ROAD AS PUBLIC WAYS**

WHEREAS, The General Court enacted Chapter 163 of the Legislative Acts of 2011 "An Act Providing a Simplified Procedure for Municipal Acceptance of Subdivision Roads in the City Known as the Town of Franklin", (hereinafter: Chapter 163), and

WHEREAS, Sheila Lane and Tobacco Road are both laid-out and constructed roads in residential subdivisions shown on definitive subdivision plans approved by the Town of Franklin Planning Board and recorded at Norfolk County Registry of Deeds in Plan Book 455 as Plan No. 274 of 1998, and in Plan Book 621, as Plan No. 58 of 2013,

WHEREAS, Town has fully complied with the requirements of Chapter 163 for the municipal acceptance of said roads as public ways; said compliance includes submittal of written certification and plans by the Town of Franklin Planning Board to the Franklin Town Council and the Franklin Town Council's holding of a public hearing this date, after having given prior written notice thereof to the owner of record of each property abutting the roads, as evidenced by the abutters list a true copy of which is attached hereto as "Exhibit A", and notice by newspaper publication,

NOW THEREFORE, BE IT ORDERED THAT:

1. The Town Council of the Town of Franklin determines that it is in the public interest to accept Sheila Lane and Tobacco Road both shown on the above-referenced definitive subdivision plans and also shown on the street acceptance plan entitled Street Acceptance Plan of: "Sheila Lane" (sheets 1 and 2 of 3) and "Tobacco Road" (sheets 2 and 3 of 3), dated: January 10, 2017 and prepared by Dunn-McKenzie, Inc. Land Surveying and Civil Engineering, 206 Dedham Street Rt. 1 at Rt. 115, Norfolk, Massachusetts 02056, to be recorded herewith, as public ways.
2. In accordance with said determination, the Franklin Town Council hereby accepts the following roads shown on said street acceptance plan as public ways with the fee ownership thereof to vest in Town:

Sheila Lane, from station 0+00 to station 13+00, as
shown on above-referenced acceptance plan
Tobacco Road, for its entire length.

Together with ownership of the following easements shown on said street acceptance plan:

Two turnaround easements, each 3,350 square feet, abutting Sheila Lane, on easterly side of Lot 9 and westerly side of Lot 5, respectively.
20 ft. wide drainage & driveway easement shown on Sheet 3 of above-referenced acceptance plan running between Lots 2A and Lot 9.

as well as all pipes, structures and other improvements located within any roadway or easement, upon recordation of a true copy of this order and said street acceptance plan at Norfolk County Registry of Deeds, as provided in Chapter 163.

- 3. The Franklin Town Council directs that a true copy of this Order of Acceptance, together with the original above-referenced street acceptance plan, be recorded at Norfolk County Registry of Deeds within thirty (30) days, in accordance with the provisions of Chapter 163.

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

DATED: _____, 2018

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

ABSTAIN _____

Teresa M. Burr
Town Clerk

ABSENT _____

Glenn Jones, Clerk
Franklin Town Council

FRANKLIN

Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
322-065-001-000	5 SHEILA LN	SWAHN CARL J & NICHOLE M TRS	5 SHEILA LN REALTY TRUST	5 SHEILA LN	FRANKLIN	MA	02038
322-065-002-000	7 SHEILA LN	CARLUCCI JOHN M	CARLUCCI HEATHER M	9 SHEILA LN	FRANKLIN	MA	02038
322-065-003-000	9 SHEILA LN	CARLUCCI HEATHER M TR	HEATHER M CARLUCCI REV	9 SHEILA LN	FRANKLIN	MA	02038
322-066-000-000	11 SHEILA LN	FRICKER THOMAS R	FRICKER ANNE T	11 SHEILA LN	FRANKLIN	MA	02038
322-067-000-000	17 SHEILA LN	GAN XIANGDONG	WU QUN	17 SHEILA LN	FRANKLIN	MA	02038
322-068-000-000	23 SHEILA LN	GIBSON DONALD E JR	GIBSON SANDRA A	23 SHEILA LN	FRANKLIN	MA	02038
322-069-000-000	25 SHEILA LN	BISSANTI PAULA J		25 SHEILA LN	FRANKLIN	MA	02038
322-072-000-000	29 SHEILA LN	WILBER ROBERT J	WILBER TERESA H	29 SHEILA LN	FRANKLIN	MA	02038
322-073-000-000	33 SHEILA LN	JONES CINDY L	MORGAN JAMES	33 SHEILA LN	FRANKLIN	MA	02038
322-074-000-000	SHEILA LN	PADULA ANGELO		3 LINCOWOOD DR	FRANKLIN	MA	02038
322-075-000-000	34 SHEILA LN	THIBEAULT DENNIS M	MCNEILLY JILL	34 SHEILA LN	FRANKLIN	MA	02038
322-076-000-000	30 SHEILA LN	DENOMMEE MARK S	DENOMMEE JENNIFER A	30 SHEILA LN	FRANKLIN	MA	02038
322-077-000-000	24 SHEILA LN	DACOSTA LEO	MUNSON JEANNE A	24 SHEILA LN	FRANKLIN	MA	02038
322-078-000-000	18 SHEILA LN	OSBORNE MARK E	OSBORNE MAUREEN A	18 SHEILA LN	FRANKLIN	MA	02038
322-079-000-000	14 SHEILA LN	SMYTH THOMAS S	SMYTH AMY L	14 SHEILA LN	FRANKLIN	MA	02038
322-080-000-000	10 SHEILA LN	IANNUZZI DANIEL C. & LISA	C/O DANIEL & PAULA IANNU	10 SHEILA LN	FRANKLIN	MA	02038
322-085-000-000	4 TOBACCO RD	GANCARZ DAVID A	GANCARZ KARA L	4 TOBACCO RD	FRANKLIN	MA	02038
322-086-000-000	6 TOBACCO RD	DAVIDGE KYLE W		6 TOBACCO RD	FRANKLIN	MA	02038
322-087-000-000	10 TOBACCO RD	IGO JAMES J JR	IGO LORI A	10 TOBACCO RD	FRANKLIN	MA	02038
322-088-000-000	11 TOBACCO RD	STODDARD CHRISTOPHER	PINO CHRISTINE A	11 TOBACCO RD	FRANKLIN	MA	02038
322-089-000-000	9 TOBACCO RD	YOUNG CHARLES P	YOUNG HEATHER K	9 TOBACCO RD	FRANKLIN	MA	02038
322-090-000-000	7 TOBACCO RD	CARUSO JOHN O	CARUSO CAROL L	7 TOBACCO RD	FRANKLIN	MA	02038
322-091-000-000	3 TOBACCO RD	DEL MONACO MARY JO		3 TOBACCO RD	FRANKLIN	MA	02038

End of Report

Bernie M. Doyle
 5-25-18

05/30/2018

3:48:03PM

FRANKLIN

Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State Zip
322-064-000-000	781 WASHINGTON ST	REID MYKEL G		781 WASHINGTON ST	FRANKLIN	MA 02038
322-081-000-000	769 WASHINGTON ST	PADULA ANTHONY	PADULA MARYELLEN	769 WASHINGTON ST	FRANKLIN	MA 02038

End of Report

Heidi M. Doyle, 5-30-18



Sponsor: Administration

**TOWN OF FRANKLIN
RESOLUTION 18-39
ORDER OF ACCEPTANCE OF SARAH LANE AS PUBLIC WAY**

WHEREAS, The General Court enacted Chapter 163 of the Legislative Acts of 2011 "An Act Providing a Simplified Procedure for Municipal Acceptance of Subdivision Roads in the City Known as the Town of Franklin", (hereinafter: Chapter 163), and

WHEREAS, Sarah Lane is a laid-out and constructed road in a residential subdivision shown on definitive subdivision plan approved by the Town of Franklin Planning Board and recorded at Norfolk County Registry of Deeds in Plan Book 455 as Plan No. 274 of 1998, and in Plan Book 406, as Plan No. 367 of 1992,

WHEREAS, Town has fully complied with the requirements of Chapter 163 for the municipal acceptance of said road as a public way; said compliance includes submittal of written certification and a plan by the Town of Franklin Planning Board to the Franklin Town Council and the Franklin Town Council's holding of a public hearing this date, after having given prior written notice thereof to the owner of record of each property abutting the road, as evidenced by the abutters list a true copy of which is attached hereto as "Exhibit A", and notice by newspaper publication,

NOW THEREFORE, BE IT ORDERED THAT:

1. The Town Council of the Town of Franklin determines that it is in the public interest to accept Sarah Lane, shown on the above-referenced definitive subdivision plan and also shown on the street acceptance plan entitled Street Acceptance Plan of Sarah Lane (Whispering Pines) Franklin, Massachusetts, dated: June 9, 2016 and prepared by Guerriere and Halnon, Inc., 55 West Central Street, Franklin, MA, to be recorded herewith, as a public way.
2. In accordance with said determination, the Franklin Town Council hereby accepts the following road shown on said street acceptance plan as a public way with the fee ownership thereof to vest in Town:

Sarah Lane, for its entire length.

Together with ownership of the following easements shown on said street acceptance plan:

Easement & R.O.W. Area = 156 ± s.f. on Southerly Side of Sarah Lane at its Intersection with Chestnut Street;
Drain Easement & Leaching Pit Easement on Northerly Side Of Sarah Lane at its Intersection with Chestnut Street

as well as all pipes, structures and other improvements located within any roadway or easement, upon recordation of a true copy of this order and said street acceptance plan at Norfolk County Registry of Deeds, as provided in Chapter 163.

3. The Franklin Town Council directs that a true copy of this Order of Acceptance, together with the original above-referenced street acceptance plan, be recorded at Norfolk County Registry of Deeds within thirty (30) days, in accordance with the provisions of Chapter 163.

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

DATED: _____, 2018

VOTED:
UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

ABSTAIN _____

Teresa M. Burr
Town Clerk

ABSENT _____

Glenn Jones, Clerk
Franklin Town Council

05/25/2018

FRANKLIN

10:42:25AM

Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State Zip
280-068-000-000	4 SARAH LN	DOWNIE JAMES	DOWNIE SHANNON	4 SARAH LN	FRANKLIN	MA 02038
280-069-000-000	6 SARAH LN	VETRANO PAUL M	VETRANO LISA M	6 SARAH LN	FRANKLIN	MA 02038
280-070-000-000	8 SARAH LN	SCHLEMAN ELSA M		8 SARAH LN	FRANKLIN	MA 02038
280-071-000-000	3 SARAH LN	MURPHY JAMES P III	MURPHY ERIKA	3 SARAH LN	FRANKLIN	MA 02038

End of Report

From: W. Stoppel, 5-25-18

05/30/2018

Sarah Ly.

FRANKLIN

3:42:36PM

Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
280-067-000-000	210 CHESTNUT ST	MORRONGIELLO ANTHONY J	MORRONGIELLO ABBE S	210 CHESTNUT ST	FRANKLIN	MA	02038
280-072-000-000	208 CHESTNUT ST	SHERMAN BARRY S	SHERMAN FAITH G	208 CHESTNUT ST	FRANKLIN	MA	02038

End of Report

Kevin M. Boyle, 5-30-18



SPONSOR: ADMINISTRATION

TOWN OF FRANKLIN

RESOLUTION: 18-40

ADOPTION AND EXECUTION OF ORDER OF TAKING TO ENABLE WIDENING AND OTHER ROADWAY IMPROVEMENTS ALONG RT. 140 AT ITS INTERSECTION WITH MAPLE STREET AT FRANKLIN-BELLINGHAM TOWN LINE

WHEREAS, the Town of Bellingham has been working with the Massachusetts Department of Transportation on a roadway improvement project to relieve traffic congestion at the intersection of Rt. 140 and Maple Street at the Franklin-Bellingham town line which involves widening of Rt. 140 and making other roadway improvements and the Town of Franklin has been cooperating with said effort, and

WHEREAS, it is necessary to obtain easements from private property owners whose property immediately abuts Rt. 140 in Franklin to enable the widening and other roadway improvements and an Order of Taking, a true copy of which is attached hereto as "Exhibit A" has been prepared for said purpose, and

WHEREAS, by virtue of Massachusetts General Law Chapter 40, Section 14, the Town of Franklin, acting by and through its Town Council, is authorized to take by eminent domain under Massachusetts General Laws Chapter 79, land for municipal purposes, including but not limited to roadway improvement projects which increase public safety and convenience;

NOW, THEREFORE, BE IT ORDERED THAT:

1. The Town Council of the Town of Franklin, by virtue of and in exercise of the power and authority conferred by said statutes, hereby adjudges that public safety, necessity and convenience require the taking by eminent domain of the interests in land described in the Order of Taking attached hereto as "Exhibit A" and therefore adopts said Order of Taking and votes to execute the original of said instrument.
2. The original of said Order of Taking shall be recorded, together with a copy of this Resolution, if deemed legally-necessary, at the Norfolk County Registry of Deeds.
3. The Chairman of the Franklin Town Council is hereby authorized to execute any other documents and to take any other action deemed legally necessary to effectuate the purpose and intent of this Resolution and/or the above-described Order of Taking.

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

DATED: _____, 2018

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ NO _____

ABSTAIN _____

Teresa M. Burr
Town Clerk

ABSENT _____

Glenn Jones, Clerk
Franklin Town Council

Exhibit A

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

TOWN OF FRANKLIN

ORDER OF TAKING

At a regularly convened meeting of the Town Council of the Town of Franklin (the "Town") held on this _____ day of _____, 2018, it was voted and ordered as follows:

The Town Council of the Town of Franklin, duly elected, qualified, and acting as such, on behalf of the Town and by virtue of and in accordance with the authority of the vote taken on _____, 2018, the provisions of Chapter 79 and Chapter 82, Sections 21-14 of the General Laws, and any and every other power and authority hereunto enabling it in any way, hereby takes, for all purposes for which public ways are used, including, without limitation, for the purpose of undertaking Route 140 (West Central Street) Intersection Improvement Project (the "Project"), the following interests in, on and under certain parcels of land abutting or near West Central Street and shown more particularly on a plan entitled: "Plan Showing Easements for Street Widening of Mechanic/Maple/So. Maple Intersection Improvements Town of Franklin/Town of Franklin (Norfolk County)," dated October 6, 2017, prepared by Lighthouse Land Surveying, LLC, recorded with the Norfolk Registry of Deeds herewith in Plan Book _____, Plan ____ (the "Plan"), as set forth more particularly below:

1. Permanent easements in, on and under the parcels of land shown on the Plan as "Parcel 14-E-3" (containing 3,359± square feet), "Parcel 14-E-2" (containing 1,485± square feet), and "Parcel 14-E-4"(containing 27± square feet) (collectively, the "Roadway Easement Premises") for any and all purposes for which public ways are used in the Town of Franklin, together with attendant customary uses, including, without limitation, for the purposes of constructing, inspecting, operating, maintaining, repairing, removing, replacing, relocating, and abandoning in place rights of way and any and all structures and facilities necessary or convenient to support the same, or related thereto, including, without limitation, rights of way, sidewalks, guardrails, support or retaining walls, signs, drains, utilities (including water and sewer), and any related appurtenances;
2. Permanent easements in, on, and under the parcel of land shown on the Plan as: "Parcel PUE-5-F" (containing 617± square feet) (the "Utility Easement Premises"), for the purpose of installing, constructing, improving, inspecting, maintaining, repairing, replacing, relocating and/or abandoning in place utilities within the Utility Easement Premises and all appurtenances related thereto, including, but not limited to, water, sewer, drainage, guy wires, anchors, bolts, poles, conduits, telephone lines and wires, and for any and all purposes and uses incidental thereto;
3. Permanent easements in, on and under the parcels of land shown on the Plan as "Parcel DE-1-F" (containing 3,605± square feet) and "Parcel DE-2-F" (containing 3,408± square

feet) (together, the "Drainage Easement Premises") for the purpose of directing, collecting, and disposing of drainage waters, wherever they may originate, and constructing, inspecting, operating, maintaining, repairing, removing, replacing, relocating, and abandoning in place a stormwater drainage system, including, without limitation, drains, pipes, manholes, conduits, culverts, catch basins, retention and/or detention basins, and any structures and facilities associated therewith; and

4. Temporary construction easements in, on, over, under and along the parcels of land shown on the Plan as: "Parcel TE-6-F" (containing 1,057 ±square feet), "Parcel TE-7-F" (containing 1,246± square feet) and "Parcel TE-8-F" (containing 68± square feet) (together, the "Temporary Construction Premises"), for the purpose of undertaking the Project, including, without limitation, grading land, constructing, operating, improving, maintaining, repairing, replacing, relocating, realigning and/or reconstructing slopes of excavation and/or embankment and/or driveway aprons, sidewalks, retaining walls, stone walls, landscaping, loaming, planting trees, seeding, paving, and/or erosion control, which temporary construction easements shall terminate automatically two (2) years from the date on which this Order of Taking is recorded with the Norfolk District Registry of Deeds without the necessity of recording any instrument with said Deeds. Nothing in this paragraph shall affect the permanent easements acquired by the Town hereunder.

The Town shall have the right to enter upon and pass over the Roadway Easement Premises, the Utility Easement Premises, the Drainage Premises and the Temporary Easement Premises (collectively, the "Easement Premises") from time to time, by foot, vehicle, or heavy equipment, for all any and all purposes stated herein and uses necessary or incidental thereto, including, without limitation, using and temporarily storing, as needed, construction equipment, materials or other incidental items within the Easement Premises for the purposes set forth herein. No temporary or permanent buildings, structures or other objects shall be constructed, installed or placed upon the Roadway Easement Premises, the Utility Easement Premises and the Drainage Easement Premises, and, for the duration of the temporary easements, within the Temporary Construction Premises. The Town may assign such easements or authorize use of such easement areas by any utility company.

The Easement Premises are described more particularly in Exhibit A, attached hereto and incorporated herein.

The taking includes the right of the Town to remove any buildings, structures, objects, utilities and/or vegetation (including trees and shrubs) now or hereafter located within the Easement Premises whenever their removal shall be necessary or convenient to exercise the rights taken hereunder and/or for the purposes set forth herein. Utilities and related facilities located within the Easement Premises that are owned by private utility companies and easements held by private utility companies are not taken.

The parcels of land subject to said easements are owned or supposed to be owned and/or formerly owned by the parties listed in Schedule A, which parties are hereinafter collectively referred to as Owners. If in any instance the name of any Owner is not correctly stated, the names of the supposed Owners being given as of this Order of Taking, it is understood that in such instance the land referred to is owned by an Owner or Owners unknown to us.

Some of the Owners have waived damages, and we award no damages for the taking to said Owners. The amount awarded as damages to the other Owner or Owners of said parcels in accordance with the provisions of G.L. c.79, §6, as amended, and to any other person or corporation having an interest therein, is set forth on Schedule B attached hereto and incorporated herein, but which shall not be recorded with the Norfolk Registry of Deeds.

Betterments are not to be assessed under this taking.

[signature page follows]

IN WITNESS WHEREOF, we, the duly elected and authorized members of the Franklin Town Council have hereunto set our hands and seals on this ____ day of _____, 2018.

TOWN OF FRANKLIN,
By its Town Council

THE COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, member(s) of the Franklin Town Council, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Franklin.

Notary Public
My Commission Expires:

EXHIBIT A

Description of Easements

The easements described below are shown on a plan entitled "Plan Showing Easements for Street Widening of Mechanic/Maple/So. Maple Intersection Improvements Town of Bellingham/Town of Franklin (Norfolk County)," dated October 6, 2017, prepared by Lighthouse Land Surveying, LLC, to be recorded herewith.

Parcel 14-E-2

A parcel, located in the southerly sideline of West Central Street, in the Town of Franklin, County of Norfolk, the Commonwealth of Massachusetts, and being bounded and described as follows:

Beginning at a point on the southerly sideline of West Central Street, at the northwesterly corner of the parcel herein described; thence running

N 75°31'31" E a distance of about 250 feet to a point, thence turning and running

S 02°53'19" E a distance of about 10 feet to a point, thence turning and running

S 77°22'36" W a distance of about 249 feet to a point, thence turning and running

N 02°38'15" E a distance of about 2 feet to the Point of Beginning.

The above described parcel contains an area of 1,485± s.f. and is more particularly shown and described as **14-E-2** on a plan entitled: *Plan of Road in the Town of Franklin, Norfolk County, altered and laid out as a State highway by the Massachusetts Department of Transportation, Highway Division, (Layout No. 8636)*, Prepared by: Lighthouse Land Surveying, LLC.

Parcel 14-E-3

A parcel, located in the northerly sideline of West Central Street, in the Town of Franklin, County of Norfolk, the Commonwealth of Massachusetts, and being bounded and described as follows:

Beginning at a point on the northerly sideline of West Central Street, at the southeasterly corner of the parcel herein described; thence running

S 75°31'31" W a distance of about 306 feet to a point, thence turning and running

N 16°50'18" E a distance of about 16 feet to a point, thence turning and running

N 76°34'53" E a distance of about 298 feet to a point, thence turning and running

N 14°29'41" W a distance of 8.34 feet to the Point of Beginning.

The above described parcel contains an area of 3,359± s.f. and is more particularly shown and described as **PARCEL 14-E-3** on a plan entitled: *Plan of Road in the Town of Franklin, Norfolk County, altered and laid out as a State highway by the Massachusetts Department of Transportation, Highway Division, (Layout No. 8639)*, Prepared by: Lighthouse Land Surveying, LLC.

Parcel 14-E-4

A parcel, located in the southerly sideline of West Central Street, in the Town of Franklin, County of Norfolk, the Commonwealth of Massachusetts, and being bounded and described as follows:

Beginning at a point on the southerly sideline of West Central Street, at the northwesterly corner of the parcel herein described; thence running

- N 75°20'02" E a distance of about 2 feet to a point, thence turning and running
- S 16°15'18" E a distance of about 10 feet to a point, thence turning and running
- S 77°22'36" W a distance of about 4 feet to a point, thence turning and running
- N 02°52'58" W a distance of about 10 feet to the Point of Beginning.

The above described parcel contains an area of 27± s.f. and is more particularly shown and described as **14-E-4** on a plan entitled: *Plan of Road in the Town of Franklin, Norfolk County, altered and laid out as a State highway by the Massachusetts Department of Transportation, Highway Division, (Layout No. 8636)*, Prepared by: Lighthouse Land Surveying, LLC.

Parcel DE-1-F

A drainage easement, located in the northerly sideline of West Central Street, in the Town of Franklin, County of Norfolk, the Commonwealth of Massachusetts, and being bounded and described as follows:

Beginning at a point on the northerly sideline of West Central Street, at the southeasterly corner of the drainage easement herein described; thence running

- S 75°31'31" W a distance of about 9 feet to a point, thence turning and running
- N 14°29'41" W a distance of 8.34 feet to a point, thence turning and running
- S 76°34'53" W a distance of about 17 feet to a point, thence turning and running
- N 15°02'06" W a distance of 81.41 feet to a point, thence turning and running
- N 46°45'03" W a distance of 27.91 feet to a point, thence turning and running

N 45°28'42" E a distance of 20.02 feet to a point, thence turning and running
 S 46°45'03" E a distance of 23.81 feet to a point, thence turning and running
 N 74°57'54" E a distance of 23.02 feet to a point, thence turning and running
 S 08°19'23" E a distance of about 104 feet to the Point of Beginning.

The above described drainage easement contains an area of 3,605± s.f. (0.083± acres) and is shown on the aforementioned plan as **Parcel DE-1-F**.

Parcel DE-2-F

A drainage easement, located in the northerly sideline of West Central Street, in the Town of Franklin, County of Norfolk, the Commonwealth of Massachusetts, and being bounded and described as follows:

Beginning at a point on the northerly sideline of West Central Street, at the southeasterly corner of the drainage easement herein described; thence running

S 75°31'31" W a distance of about 39 feet to a point, thence turning and running
 N 08°19'23" W a distance of about 104 feet to a point, thence turning and running
 N 74°57'54" E a distance of 26.71 feet to a point, thence turning and running
 S 15°02'06" E a distance of 104.03 feet to the Point of Beginning.

The above described drainage easement contains an area of 3,408± s.f. (0.078± acres) and is shown on the aforementioned plan as **Parcel DE-2-F**.

Parcel PUE-5-F

A permanent utility easement, located in the northerly sideline of West Central Street, in the Town of Franklin, County of Norfolk, the Commonwealth of Massachusetts, and being bounded and described as follows:

Beginning at a point on the northerly sideline of West Central Street, at the southeasterly corner of the permanent utility easement herein described; thence running

S 76°35'23" W a distance of 142.71 feet to a point, thence turning and running
 N 12°13'53" E a distance of 7.84 feet to a point, thence turning and running
 N 78°49'17" E a distance of 75.74 feet to a point, thence turning and running
 N 09°43'15" W a distance of 8.07 feet to a point, thence turning and running

N 80°16'45" E a distance of 6.00 feet to a point, thence turning and running
 S 09°43'15" E a distance of 8.01 feet to a point, thence turning and running
 N 80°21'18" E a distance of 57.76 feet to the Point of Beginning.

The above described permanent utility easement contains an area of 617± s.f. (0.014± acres) and is shown on the aforementioned plan as **Parcel PUE-5-F**.

Parcel TE-6-F

A temporary easement, located in the northerly sideline of West Central Street, in the Town of Franklin, County of Norfolk, the Commonwealth of Massachusetts, and being bounded and described as follows:

Beginning at a point on the northerly sideline of West Central Street, at the southeasterly corner of the temporary easement herein described; thence running

S 76°34'53" W a distance of about 147 feet to a point, thence turning and running
 S 80°20'59" W a distance of 57.76 feet to a point, thence turning and running
 N 09°43'34" W a distance of 8.01 feet to a point, thence turning and running
 S 80°16'26" W a distance of 6.00 feet to a point, thence turning and running
 S 09°43'34" E a distance of 8.07 feet to a point, thence turning and running
 S 78°48'58" W a distance of 75.74 feet to a point, thence turning and running
 N 12°13'53" E a distance of about 5 feet to a point, thence turning and running
 N 78°48'58" E a distance of 71.70 feet to a point, thence turning and running
 N 09°43'34" W a distance of 5.20 feet to a point, thence turning and running
 N 80°41'18" E a distance of 10.00 feet to a point, thence turning and running
 S 09°43'34" E a distance of 5.02 feet to a point, thence turning and running
 N 80°20'59" E a distance of 101.29 feet to a point, thence turning and running
 N 76°35'04" E a distance of 100.99 feet to a point, thence turning and running
 S 15°02'06" E a distance of 2.00 feet to the Point of Beginning.

The above described temporary easement contains an area of 1,057± s.f. (0.024± acres) and is shown on the aforementioned plan as **Parcel TE-6-F**.

Parcel TE-7-F

A temporary easement, located in the southerly sideline of West Central Street, in the Town of Franklin, County of Norfolk, the Commonwealth of Massachusetts, and being bounded and described as follows:

Beginning at a point on the southerly sideline of West Central Street, at the northwesterly corner of the temporary easement herein described; thence running

- N 77°22'36" E a distance of about 249 feet to a point, thence turning and running
- S 02°54'12" E a distance of 5.07 feet to a point, thence turning and running
- S 77°22'36" W a distance of 249.37 feet to a point, thence turning and running
- N 01°48'03" E a distance of 5.18 feet to the Point of Beginning.

The above described temporary easement contains an area of 1,246± s.f. (0.029± acres) and is shown on the aforementioned plan as **Parcel TE-7-F**.

Parcel TE-8-F

A temporary easement, located in the southerly sideline of West Central Street, in the Town of Franklin, County of Norfolk, the Commonwealth of Massachusetts, and being bounded and described as follows:

Beginning at a point on the southerly sideline of West Central Street, at the northeasterly corner of the temporary easement herein described; thence running

- S 16°55'20" E a distance of 9.39 feet to a point, thence turning and running
- S 77°22'36" W a distance of 10.12 feet to a point, thence turning and running
- N 02°54'12" W a distance of 5.07 feet to a point, thence turning and running
- N 77°22'36" E a distance of about 4 feet to a point, thence turning and running
- N 16°55'20" W a distance of 4.00 feet to a point, thence turning and running
- N 73°04'40" E a distance of 5.00 feet to the Point of Beginning.

The above described temporary easement contains an area of 68± s.f. (0.002± acres) and is shown on the aforementioned plan as **Parcel TE-8-F**.

FRANKLIN – ROUTE 140 PROJECT

SCHEDULE B

SCHEDULE OF DAMAGES

Easement #	ADDRESS (ASSESSORS ID)	RECORD OWNER	DEED	DAMAGES
PUE-5-F (617) 14-E-3-F (3,359) TE-6-F (1,057) DE-1-F (3,605) DE-2-F (3,408)	1359 WEST CENTRAL ST. (274-013-000)	BERNON LAND TRUST LLC	30856-76 and 30586-80	\$65,730.00
14-E-2-F (1,485) TE-7-F (1,246)	1376 WEST CENTRAL ST. (274-009-000-000)	140 LLC (A/K/A ONE HUNDRED FORTY LLC)	20546-467	\$12,500.00
TE-8-F (68) 14-E-4 (27)	1342 WEST CENTRAL ST. (273-008-000- 000)	WP ALTA FRANKLIN LLC	34200-161	\$200.00



TOWN OF FRANKLIN

RESOLUTION 18-41

Acceptance of Gift – Franklin Public Library

WHEREAS, The Franklin Public Library will receive a generous donation not to exceed \$5,390 from the Franklin Library Association to fund a general preservation assessment by Northeast Document Conservation Center and \$1,055 for the construction of two exhibit cradles with installation.

NOW THEREFORE, BE IT RESOLVED THAT:

The Town Council of the Town of Franklin on behalf of Franklin Public Library gratefully accepts this generous donation to fund the general preservation assessment and the construction of two exhibit cradles with installation and thanks the Franklin Library Association for their continued support and generosity.

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

DATED: _____, 2018

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: ____ **NO:** ____

ABSTAIN: ____ **ABSENT:** ____

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council



Franklin Library Association
430 Franklin Village Drive, PMB# 300
Franklin, MA 02038

An investment in knowledge always pays the best interest.

June 22, 2018

Franklin Public Library
Ms. Felicia Oti, Director
118 Main Street
Franklin, MA 02038

Dear Felicia.

This letter is to confirm the Franklin Library Association unanimously approved the two requests made by the library for preservation at its regular meeting held on June 13, 2018. The board approved the NEDCC proposal for the general preservation assessment for an amount not to exceed \$5390.00 and the proposal for the two exhibit cradles and installation. Per our discussion, please submit the invoices from NEDCC for timely payment for their services.

Thank you for providing the board with additional information about the preservation assessment and offering me a tour of the library today. The relocation of the Ben Franklin bookcase to the smaller room where the light is more conducive to preserving and safeguarding the collection is a wise decision. Per our discussion, please confer with Nancy Rapa regarding the additional cost for the engraving of the titles of the *Ben Franklin Book Collection* on the podium.

Kind regards,

Scott F. Nolan
President FLA

Cc: Jamie Hellen, Administrator

Attachments: NEDCC Proposals

OFFICE OF THE TOWN ADMINISTRATOR



MEMORANDUM

DATE: July 5, 2018
TO: Town Council
FROM: Jeffrey D. Nutting, Town Administrator
RE: NU Style Property on Grove Street

The Town Council authorized us to issue a request for proposals (RFP) for the sale of the small parcel of land (36,000 Sq. feet +/-) on Grove Street at the Former Nu-Style Building. (see map)

As folks know it is Brown Field site that the Town, and EPA have spent hundreds of thousands of dollars to clean-up. The intent of the RFP was to see if there was interest for a private entity to purchase the site and pay for the remaining clean-up and then redevelop the property. This would include demolishing and removing the collapsed building as well as cleaning up any soil issues once the building has been removed.

We did receive one bid and after considerable time discussing his plans we would like to move forward with selling him the land contingent on all permits being granted.

Please note that the Town may have additional cost outside this parcel if any other pollution is present.

I am happy to answer any questions you may have



Sponsor: Administration

TOWN OF FRANKLIN

RESOLUTION 18-42

AUTHORIZATION FOR DISPOSITION (SALE) OF TOWN-OWNED LAND ON GROVE STREET (REMAINING PORTION OF FORMER NU-STYLE PROPERTY)

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

WHEREAS, Town Council, by Resolution 17-59, has previously declared Lot 1, Parcel E and Parcel R shown on said plan to be surplus and available for disposition except for a twenty-foot wide sewer easement abutting Grove Street, shown on said plan, and

WHEREAS, pursuant to G.L. Chapter 30B, Section 16, Town previously obtained an appraisal and subsequently issued a Request for Proposals (RFP), on or about October 2, 2017, which RFP contained a minimum bid price of One Hundred Dollars (\$100.00) and a minimum requirement to perform specified building demolition and environmental assessment and remediation work, and

WHEREAS, one prospective purchaser Joao M. Neto has submitted a responsive proposal to the RFP and the Town Council has evaluated said proposal.

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN OF FRANKLIN ACTING BY AND THROUGH ITS TOWN COUNCIL:

1. Determines that the proposal of Joao M. Neto to pay the Town of Franklin the sum of One Hundred, Twenty Dollars (\$120.00) for Lot 1, Parcel E and Parcel R shown on the above-referenced plan and to perform specified building demolition and environmental assessment and remediation work, as more fully described in his proposal dated November 16, 2017, subject to the existing twenty-foot wide reserved easement for public sewer abutting Grove Street, shown on said plan, is advantageous to the Town and accepts same, subject to the provisions of the following paragraphs.
2. Votes to dispose of the subject property by selling it to Joao M. Neto for the sum of One Hundred, Twenty Dollars (\$120.00) together with his agreement to perform the

specified building demolition and environmental assessment and remediation work, subject to the twenty-foot wide reserved easement to maintain existing public sewer shown on above-referenced plan of land, conditioned upon Joao M. Neto's execution, within sixty days, of a purchase and sales agreement containing terms and language consistent with Town's RFP and this resolution and otherwise satisfactory to Town, to ensure Town's timely receipt of the purchase price and Buyer's timely performance of specified building demolition and environmental assessment and remediation work; without limiting the foregoing, the agreement shall provide for Town's sale of Lot #1, Parcel E and Parcel R shown on above-referenced plan to Joao M. Neto for One Hundred, Twenty Dollars, subject to the twenty-foot wide existing sewer easement abutting Grove Street, shown on said plan and Buyer's agreement, to be secured by a first mortgage to Town, to timely perform the specified building demolition and environmental assessment and remediation work.

3. Directs the Town Administrator, with the assistance of the Town Attorney, to prepare and execute a purchase and sales agreement, deed and such other documents as he determines to be necessary to effectuate the sale of the subject property by Town to Joao M. Neto and ensure his timely performance of the specified building demolition and environmental assessment and remediation work.

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

DATED: _____, 2018

VOTED:

UNANIMOUS _____

A True Record Attest:

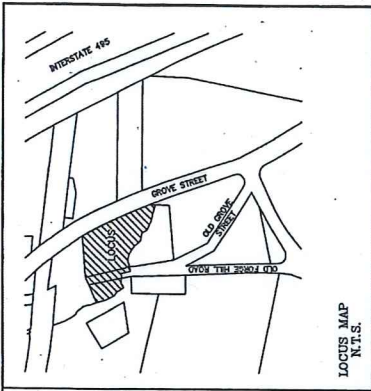
YES _____ **NO** _____

ABSTAIN _____

Teresa M. Burr
Town Clerk

ABSENT _____

Glenn Jones, Clerk
Franklin Town Council



ZONING:
THE PROPERTY IS LOCATED WITHIN A BUSINESS ZONE.
REQUIREMENTS:

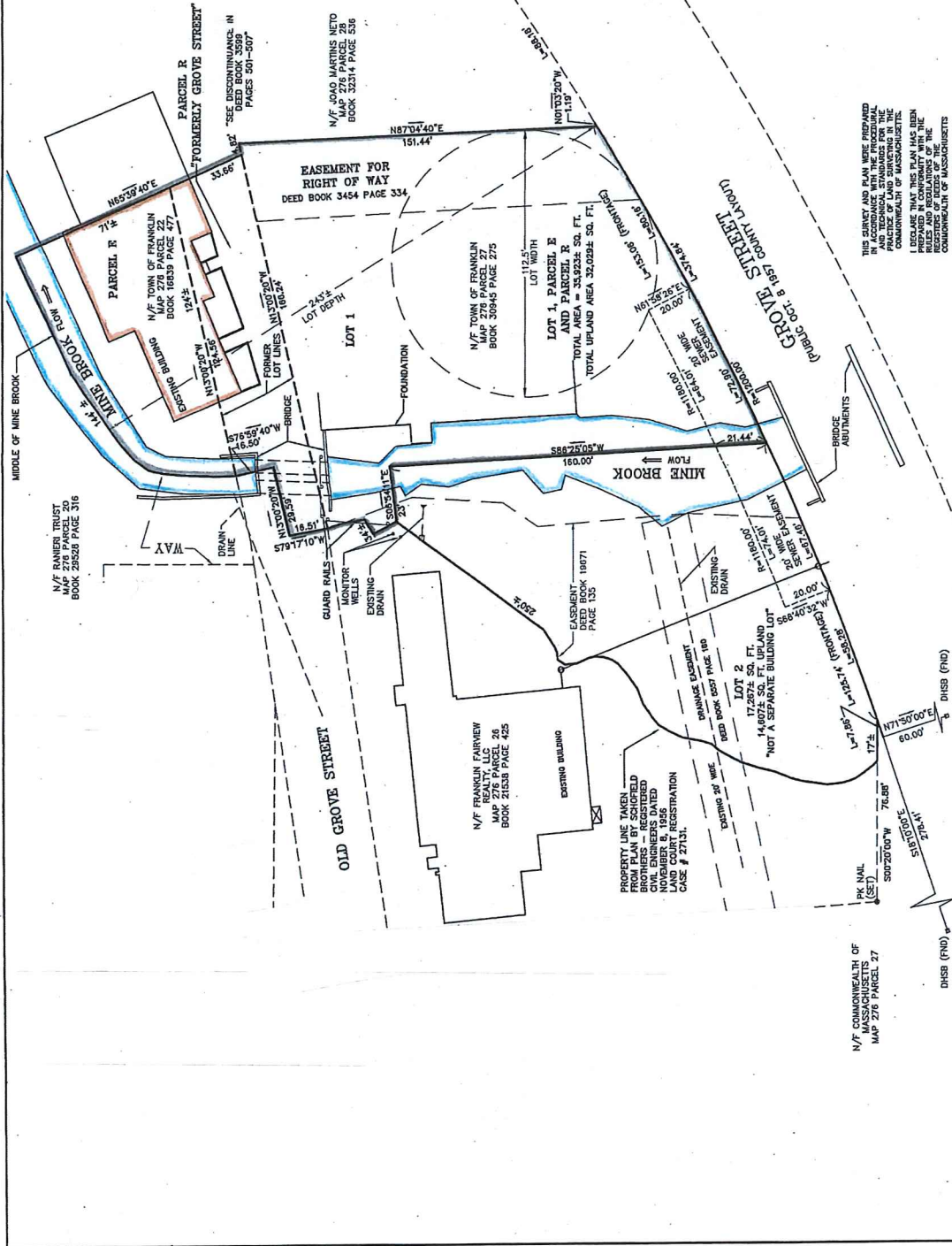
- AREA: 24,000 SQ. FT.
- HEIGHT: 10'0"
- DEPTH: 112.5'
- LOT WIDTH: 3 STRIPS - 40'
- CONCRETE: 500
- STRUCTURES: 600
- SETBACKS: 40'
- PERMITS: 30'
- SEWER: 30'
- WATER: 30'
- REAR: 30'

THE PROPERTY IS NOT LOCATED WITHIN A WATER RESOURCE DISTRICT.
A FLOOD ZONE AS DESIGNATED IN MAP 276 OF 1957 AND THE REMAINDER OF MAP 276 OF 1957.
2020 ZONING DATED JULY 17, 2012.

- REFERENCES:**
- PLAN 173 OF 1956
 - PLAN 150 OF 1959
 - PLAN 133 OF 1957
 - PLAN 150 OF 1957
 - PLAN 175 OF 1978
 - PLAN 40 OF 2012

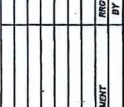
PLAN OF LAND
GROVE STREET & OLD GROVE STREET
FRANKLIN, MASSACHUSETTS
TOWN OF FRANKLIN
365 EAST CENTRAL STREET
FRANKLIN, MASSACHUSETTS
DECEMBER 7, 2015
SCALE: 1" = 20'

DATE	DEC. 7, 2015
SCALE	1" = 20'
PROJECT	UC396
SHEET	1 of 1



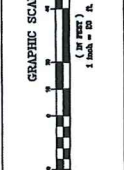
NO.	DATE	DESCRIPTION	BY
1	2/17/15	ADDED SURVEY EASEMENT	RRD

THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE RULES AND TECHNICAL STANDARDS FOR THE PRACTICE OF SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS. I DECLARE THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE REQUIREMENTS OF THE BOARD OF THE COMMONWEALTH OF MASSACHUSETTS.



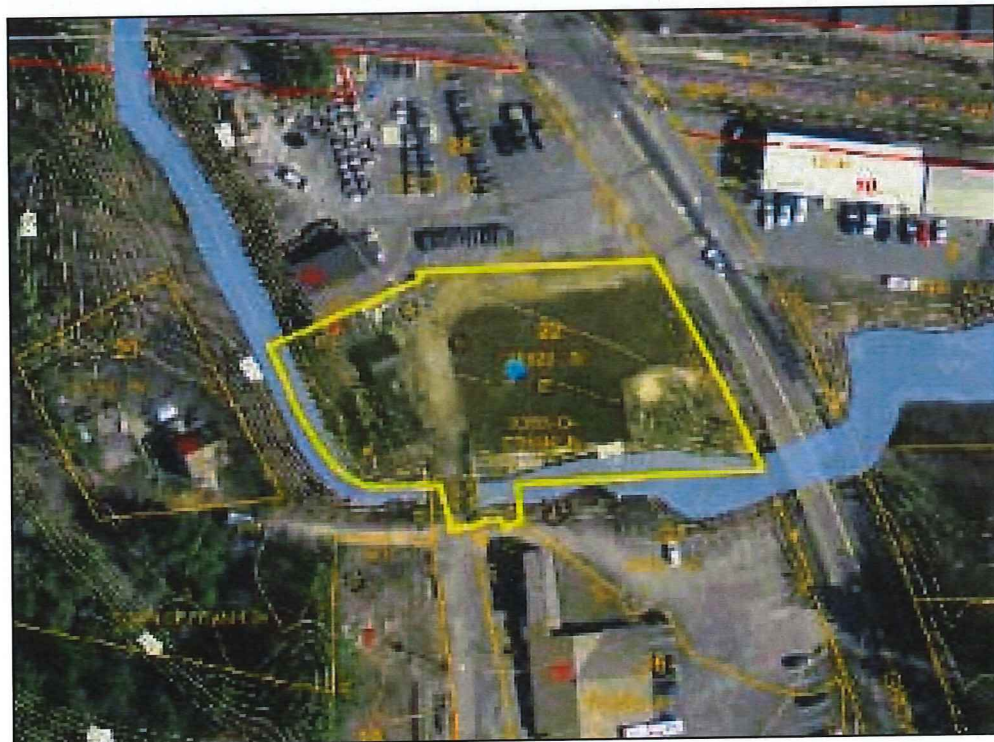
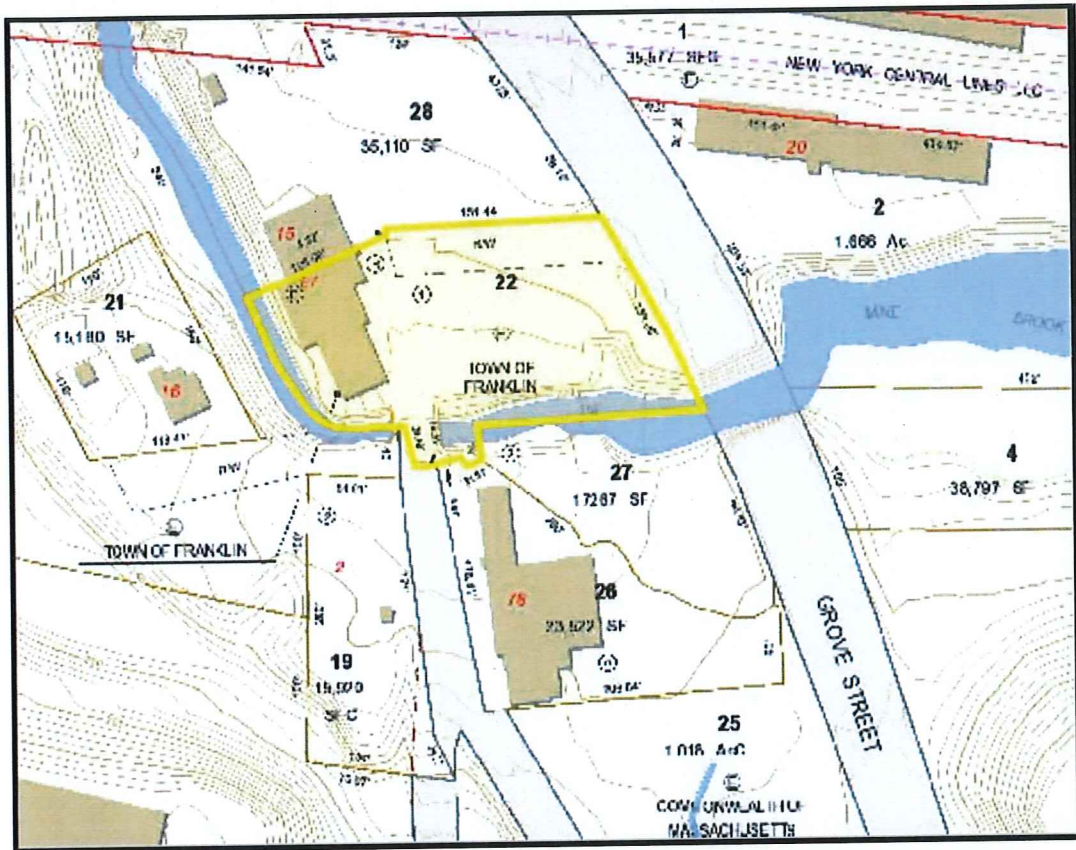
DATE	REV.	BY
3/15	FIELD BOOK	RRD
8/15	FIELD BOOK	PCJ
8/15	CALCS BY:	RRD
8/15	DESIGNED BY:	RRD
8/15	DRAWN BY:	COMP
8/15	CHECKED BY:	AM

APPROVAL UNDER SUBDIVISION CONTROL. LAW NOT REQUIRED.
FRANKLIN PLANNING BOARD



DATE	_____
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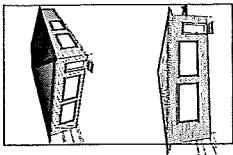
Location Map





DESIGN

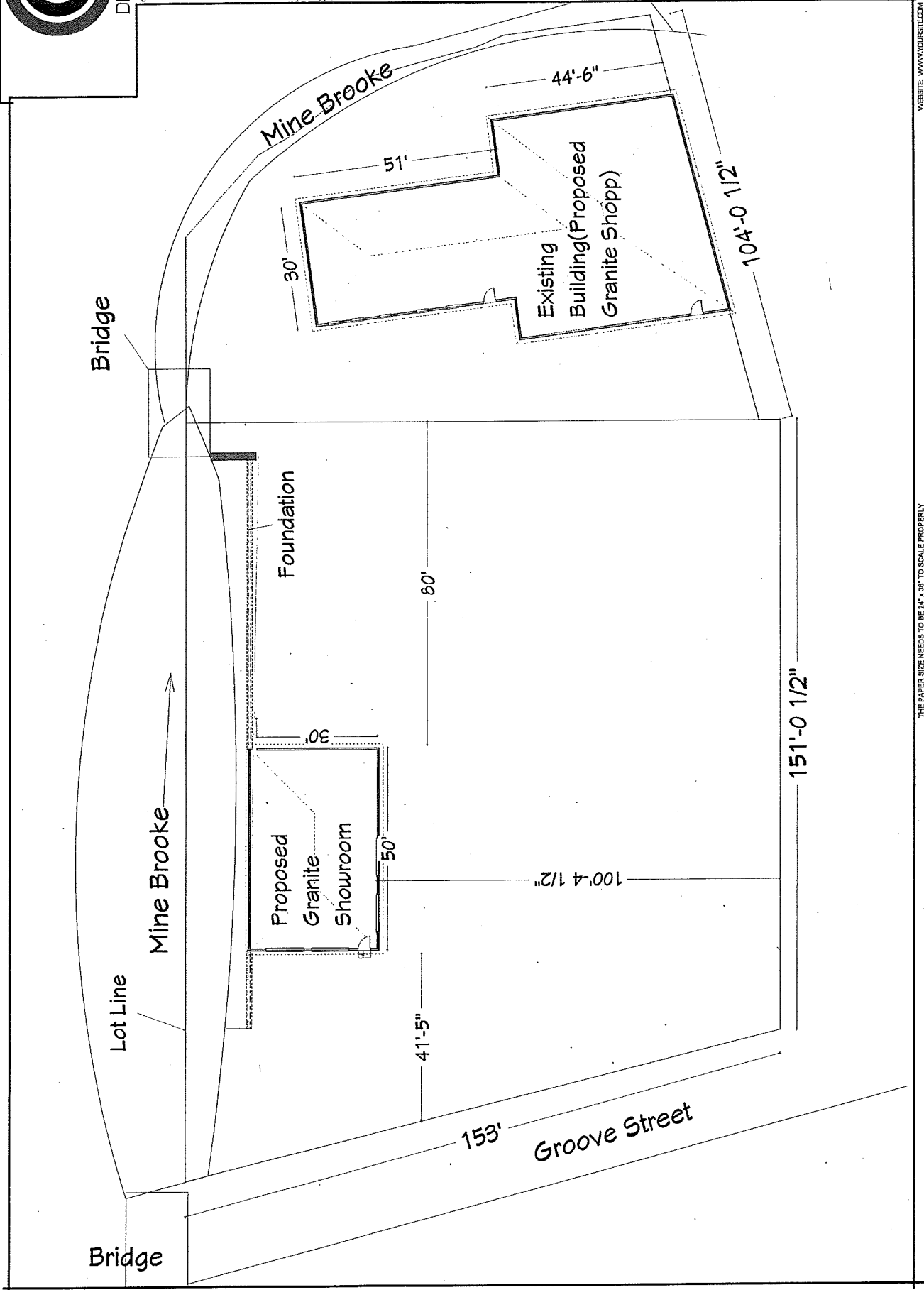
contact@generalcontractor.com
774-9001928



JOAO NETO
20 GROVE ST
FRANKLIN, MA

TITLE	
DATE	JUN/18
SCALE	1/10"=1'

SHEET
A1



THE PAPER SIZE NEEDS TO BE 24" X 36" TO SCALE PROPERLY

WEBSITE: WWW.JOAOINETO.COM

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: _____, 2018

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

Teresa M. Burr
Town Clerk

ABSTAIN _____

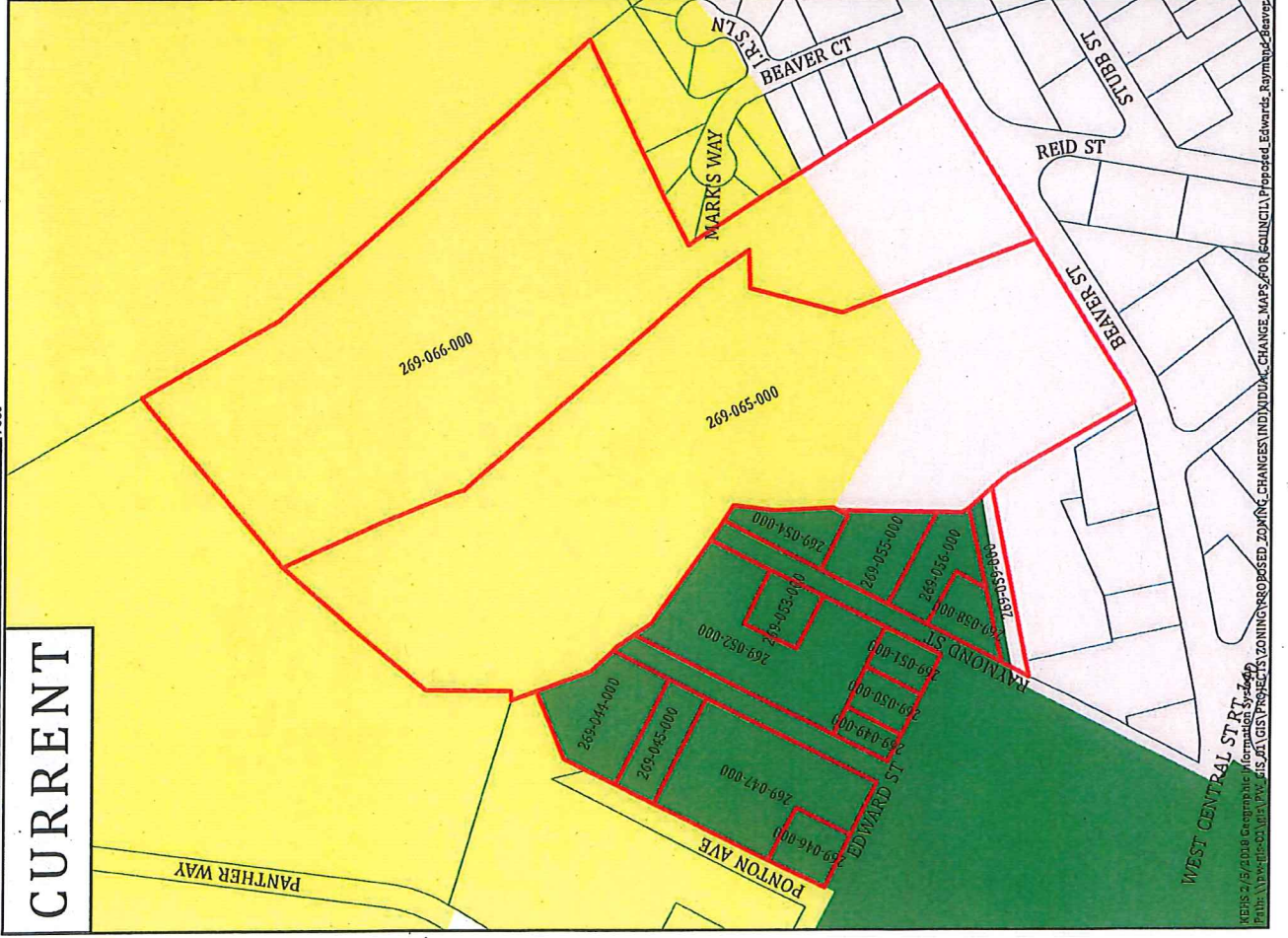
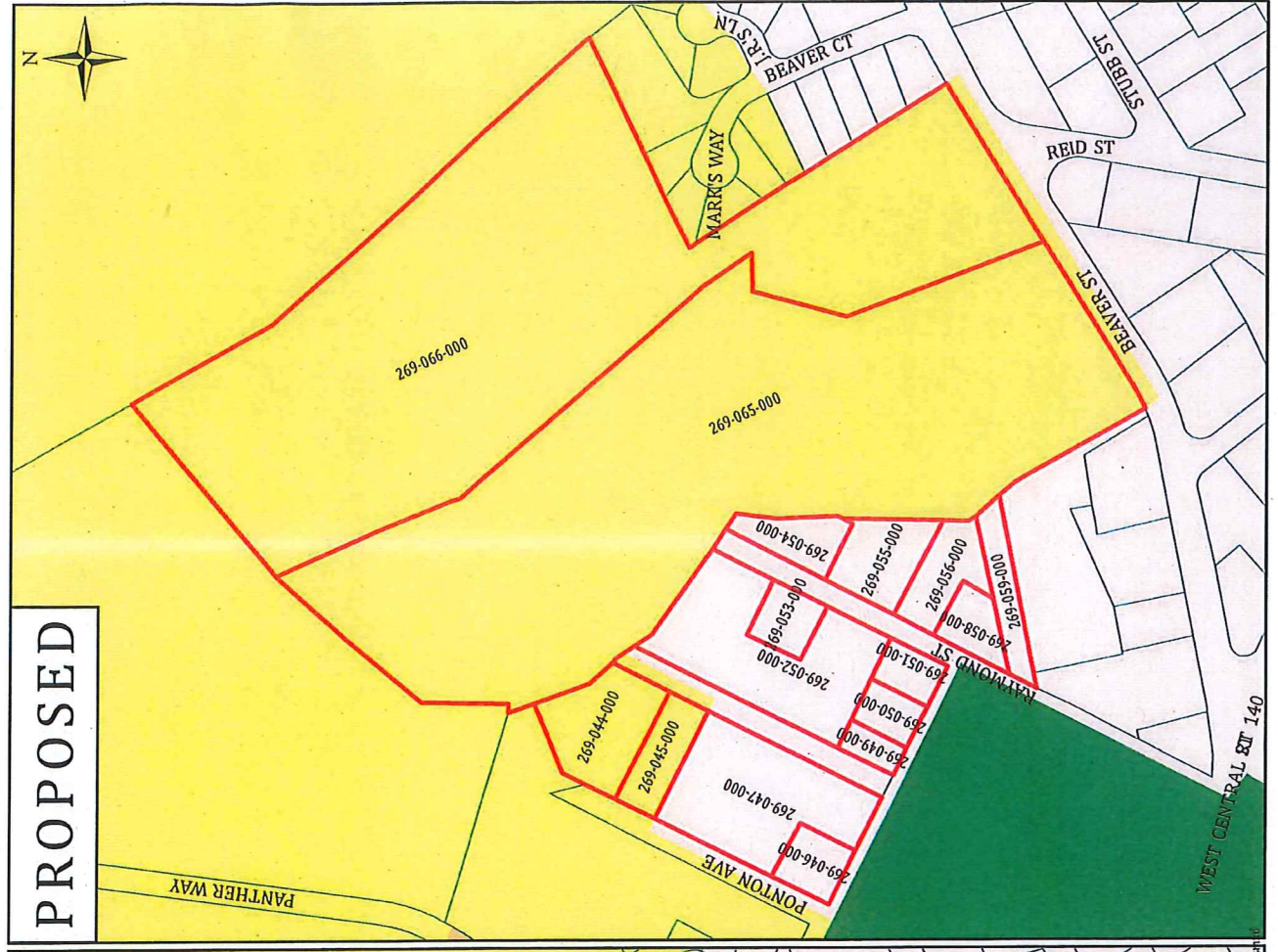
ABSENT _____

Glenn Jones, Clerk

**Proposed Zoning Map Changes, An Area On Or Near
Edwards, Raymond and Beaver Streets
Commercial II, or Rural Residential II & Single Family Residential IV
to Rural Residential II or Single Family Residential IV**

18-802

- Commercial II
- Rural Residential II
- Area of Proposed Change
- Parcel Line



PROPOSED

CURRENT



REBIS 2/15/2010 Geographic Information Systems
 File: \\nwrp-001\GIS\PROJECTS\ZONING\PROPOSED_ZONING_CHANGES\INDIVIDUAL_CHANGE_MAPS\008_EQUINOCIA\Proposed_Edwards_Raymond_Beaver

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 BY-LAW AMENDMENT 18-802. ZONING MAP CHANGES,
ON OR NEAR EDWARDS, RAYMOND AND BEAVER STREETS
CC: JAMIE HELLEN, DEPUTY TOWN ADMINISTRATOR
AMY LOVE, PLANNER
DATE: APRIL 23, 2018

The Department of Planning and Community Development (DPCD) and other Town staff are working to amend the Town's existing Zoning Map (Chapter 185, Section 5, of Franklin Town Code) in an area on and near Edwards, Raymond, and Beaver Streets. The reasons for the proposed Zoning Map changes are twofold:

- Several residential properties on Edwards and Raymond Streets are within the Commercial II Zoning District; the subject Zoning Map Amendment will rezone these parcels to the Single Family Residential IV Zoning District.
- Town staff are undergoing a project to better define the Town's zoning districts by following parcel lines. Where parcels are within two or more zoning districts the subject Zoning Map Amendment will move the Zoning District line so each parcel is only in one zoning district, in most cases based on the current land use.

The Economic Development Committee discussed the proposed zoning map changes at their April 11, 2018 meeting, and voted to send the zoning map amendment to Town Council for further consideration. If Town Council supports the proposed zoning map amendment, DPCD recommends they refer Zoning By-law Amendment 18-802 to the Planning Board for a Public Hearing.

Attached are the following:

- A list of parcels proposed for rezoning;
- Zoning By-law Amendment 18-802: Zoning Map Changes from Commercial II or Rural Residential II and Single Family Residential IV, to Rural Residential II or Single Family Residential IV, in an area on or near Edwards, Raymond and Beaver Streets; and
- A diagram with two maps: one showing the current zoning in the area, and one showing proposed Zoning Map changes.

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

**Proposed Zoning Map Amendment
Commercial II, or Rural Residential II & Single Family Residential IV,
to Rural Residential II or Single Family Residential IV
An Area On Or Near Edwards, Raymond and Beaver Streets**

Parcel	Location	Size (acres)	Owners	From	To
269-044-000	Ponton Ave	0.65744	Town of Franklin	CII	RRII
269-045-000	Ponton Ave	0.3377	Town of Franklin	CII	RRII
269-046-000-000	17-19 Edwards Street	0.22957	Franklin Condominium IV c/o S.M. Fraser	CII	SFRIV
269-046-000-001	19 Edwards Street	0.00000	S.M. Fraser, D.A. Fraser	CII	SFRIV
269-046-000-002	17 Edwards Street	0.00000	J.M. Xayaveth, P.J. Xayaveth	CII	SFRIV
269-047-000-000	13-15 Edwards Street	1.21600	Franklin Condominium I c/o J. Halligan, TR	CII	SFRIV
269-047-000-001	13 Edwards Street	0.00000	Marcus Properties LLC	CII	SFRIV
269-047-000-002	15 Edwards Street	0.00000	Marcus Properties LLC	CII	SFRIV
269-049-000-000	5-7 Edwards Street	0.11478	Edwards Street Condominium c/o M.W. Sawe	CII	SFRIV
269-049-000-001	7 Edwards Street	0.00000	R.J. Larosa	CII	SFRIV
269-049-000-002	5 Edwards Street	0.00000	J.M. Marchand, L.M. Marchand	CII	SFRIV
269-050-000	3 Edwards Street	0.17812	R. Gillespie T. Gillespie	CII	SFRIV
269-051-000	43 Raymond Street	0.18019	R. Lopez, E. Lopez	CII	SFRIV
269-052-000-000	47-49 Raymond Street	1.359	Franklin Condominium II c/o M.F. Landolphi	CII	SFRIV
269-052-000-001	49 Raymond Street	0.00000	M.F. Landolphi, D.M. Johnson	CII	SFRIV
269-052-000-002	47 Raymond Street	0.00000	L.C. Vandervelde	CII	SFRIV
269-053-000-000	51-53 Raymond Street	0.22957	Franklin Condominium V c/o L. Bravo	CII	SFRIV
269-053-000-001	53 Raymond Street	0.00000	M.M Fratus	CII	SFRIV
269-053-000-002	51 Raymond Street	0.00000	K.C. Maguire, C. Maguire	CII	SFRIV
269-054-000-000	56-58 Raymond Street	0.28076	Franklin Condominium III, c/o E.E. Alger	CII	SFRIV
269-054-000-001	56 Raymond Street	0.00000	E.E. Alger, A Kayas	CII	SFRIV
269-054-000-002	58 Raymond Street	0.00000	A.C. Kayas	CII	SFRIV
269-055-000	52 Raymond Street	0.42798	Verolt Realty LLC	CII	SFRIV
269-056-000	46 Raymond Street	0.36891	J.A. Borruso, S.J. Borruso	CII	SFRIV
269-058-000	38 Raymond Street	0.22862	N. Richardson	CII	SFRIV
269-059-000	Dodge Street	0.29075	J.A. Dangelo c/o J. Angelo	CII & SFRIV	SFRIV
269-065-000	175 Beaver Street	11.217	Roman Catholic Archbishop of Boston	SFRIV	RRII
269-066-000	175 Beaver Street	11.303	Roman Catholic Archbishop of Boston	RRII & SFRIV	RRII
	Total Area	28.61939			

CII = Commercial II Zoning District
SFRIV = Single Family Residential IV Zoning District
RRII = Rural Residential II Zoning District

Town of Franklin



TOWN OF FRANKLIN
TOWN CLERK

2018 MAY 25 A 10:08

RECEIVED

Planning Board

The following notice will be published in the Milford Daily Newspaper on Monday, June 4, 2018 and Monday, June 11, 2018

In accordance with the provisions of M.G.L. Chapter 40A, Section 5, notice is hereby given that the Planning Board will hold a Public Hearing on June 18, 2018 at 7:05 PM and the Town Council will hold a Public Hearing on June 20, 2018 at 7:10 PM in the Town Council Chambers of the Municipal Building, 355 East Central Street, to consider amending Chapter 185, Sections 5, Zoning Map of the Code of the Town of Franklin as follows:

ZONING BY-LAW AMENDMENT 18-802

ZONING BY-LAWS PROPOSED BY THE FRANKLIN TOWN ADMINISTRATION TO AMEND THE FRANKLIN TOWN CODE CHAPTER 185, SECTION 5.

ZONING MAP CHANGES FROM COMMERCIAL II, OR RURAL RESIDENTIAL II & SINGLE FAMILY RESIDENTIAL IV, TO RURAL RESIDENTIAL II OR SINGLE FAMILY RESIDENTIAL IV, AN AREA ON OR NEAR EDWARDS, RAYMOND AND BEAVER STREETS

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

That the Zoning Map of the Town of Franklin be amended by changing from Commercial II to Rural Residential II an area containing 0.995± acres comprising the following parcels of land as shown on the Town of Franklin's Assessor's Maps:

Parcel Numbers

269-044-000	269-044-000
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And the Zoning Map of the Town of Franklin be amended by changing from Commercial II to Single Family Residential IV an area containing 4.814± acres comprising the following parcels of land as shown on the Town of Franklin's Assessor's Maps:

Parcel Numbers

269-046-000	269-047-000	269-049-000
269-050-000	269-051-000	269-052-000
269-053-000	269-054-000	269-055-000
269-056-000	269-058-000	

And the Zoning Map of the Town of Franklin be amended by changing from Commercial II and Single Family Residential IV to Single Family Residential IV parcel number 269-059-000 containing 0.291± acres as shown on the Town of Franklin's Assessor's Maps

And the Zoning Map of the Town of Franklin be amended by changing from Commercial II, Rural Residential II, and Single Family Residential IV to Rural Residential II parcel number 269-065-000 containing 11.217± acres as shown on the Town of Franklin's Assessor's Maps

And the Zoning Map of the Town of Franklin be amended by changing from Rural Residential II and Single Family Residential IV to Rural Residential II parcel number 269-066-000 containing 11.303± acres as shown on the Town of Franklin's Assessor's Maps.

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

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

Anthony Padula, Chairman
Franklin Planning Board

Matt Kelly, Chairman
Franklin Town Council

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 BY-LAW AMENDMENT 18-803 R. ZONING MAP CHANGES,
ON OR NEAR FISHER, HAYWARD AND MCCARTHY STREETS**
**CC: JAMIE HELLEN, DEPUTY TOWN ADMINISTRATOR
AMY LOVE, PLANNER**
DATE: JUNE 27, 2018

The Department of Planning and Community Development (DPCD) has developed a revision to Zoning Map Amendment 18-803 in response to concerns expressed at the June 20, 2018 Town Council meeting.

The minor changes are as follows:

Rezone Parcel 287-109-000 from Industrial and Rural Residential I to Rural Residential I, instead of Industrial.

Leave Parcel 296-211-000 as Rural Residential I, instead of rezoning to Industrial.

Attached are the following:

- A revised list of parcels proposed for rezoning;
- Zoning By-law Amendment 18-803R: Zoning Map Changes from Industrial, or Industrial and Single Family Residential IV, or Industrial and Rural Residential I, to Single Family Residential IV, or Industrial, or Rural Residential I an area on or near Fisher, Hayward and McCarthy Streets; and
- An updated/revised diagram with two maps: one showing the current zoning in the area, and one showing proposed Zoning Map changes.

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

Proposed Zoning Map Amendment

**Industrial, or Industrial & Single Family Residential IV, or Industrial & Rural Residential I,
to Single Family Residential IV, or Industrial, or Rural Residential I**

18-803R

An Area On Or Near Fisher, Hayward and McCarthy Streets

Parcel	Location	Size (acres)	Owners	From	To
278-016-000	5 Fisher Street	14.75000	CCMcD Property LLC	I & SFRIV	I
287-102-000	40 McCarthy Street	1.26400	J. Greenwood, K. Greenwood, P. Glenn & M A H	I & SFRIV	SFRIV
287-103-000	52 McCarthy Street	0.69842	C.J. Harvey	I & SFRIV	SFRIV
287-104-000	58 McCarthy Street	0.83455	R.A. & B.J. Pisani	I & SFRIV	SFRIV
287-105-000	McCarthy Street	1.11900	Town of Franklin	I & SFRIV	SFRIV
287-106-000	Fisher Street	4.50000	Town of Franklin	I	SFRIV
287-107-000	Sugar Beet Road	3.20000	Town of Franklin	I	SFRIV
287-109-000	269 Fisher Street	43.12000	Town of Franklin	I & RRI	RRI
287-117-000	127 Fisher Street	0.27858	R. Henault	I	SFRIV
287-118-000-000	121 Fisher Street	0.25629	The 121 Fisher St Condo. c/o G. Deforge	I	SFRIV
287-118-000-001	121 Fisher Street	0.00000	G. T. Deforge. J. Deforge	I	SFRIV
287-118-000-002	121 Fisher Street - Unit 2	0.00000	J.E. Moore	I	SFRIV
287-119-000	115 Fisher Street	0.23871	S. King. D. King	I & SFRIV	SFRIV
287-125-000	24 Hayward Street	0.40000	D.L. Eisenhauer. P.L. Eisenhauer	I	SFRIV
287-127-000	25 Hayward Street	0.32137	O. Ndoye	I	SFRIV
296-210-000	300 Fisher Street	18.25900	BJAT LLC	I & RRI	I
	Total Area	89.23992			

I = Industrial Zoning District

SFRIV = Single Family Residential IV Zoning District

RRI = Rural Residential I Zoning District

**TOWN OF FRANKLIN
ZONING BY-LAW AMENDMENT 18-803R**

ZONING MAP CHANGES FROM INDUSTRIAL, OR INDUSTRIAL & SINGLE FAMILY RESIDENTIAL IV, OR INDUSTRIAL & RURAL RESIDENTIAL I, TO SINGLE FAMILY RESIDENTIAL IV, OR INDUSTRIAL, OR RURAL RESIDENTIAL I, AN AREA ON OR NEAR FISHER, HAYWARD AND MCCARTHY STREETS

A ZONING BY-LAW AMENDMENT TO THE CODE OF THE TOWN OF FRANKLIN AT CHAPTER 185 SECTION 5, ZONING MAP

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT: The Code of the Town of Franklin is hereby amended by making the following amendments to §185-5, Zoning Map:

That the Zoning Map of the Town of Franklin be amended by changing from Industrial and Single Family Residential IV to Industrial parcel number **278-016-000** containing **14.75 acres**, as shown on the Town of Franklin's Assessor's Maps

And the Zoning Map of the Town of Franklin be amended by changing from Industrial and Single Family Residential IV to Single Family Residential IV an area containing **4.15± acres**, comprising the following parcels of land as shown on the Town of Franklin's Assessor's Maps:

Parcel Numbers

287-102-000	287-103-000	287-104-000
287-105-000	287-119-000	

And the Zoning Map of the Town of Franklin be amended by changing from Industrial to Single Family Residential IV an area containing **8.96± acres**, comprising the following parcels of land as shown on the Town of Franklin's Assessor's Maps:

Parcel Numbers

287-106-000	287-107-000	287-117-000
287-118-000	287-125-000	287-127-000

And the Zoning Map of the Town of Franklin be amended by changing from Rural Residential I and Industrial to Rural Residential I parcel number **287-109-000** containing **43.12± acres**, as shown on the Town of Franklin's Assessor's Maps

And the Zoning Map of the Town of Franklin be amended by changing from Industrial and Rural Residential I to Industrial parcel number **296-210-000** containing **18.26± acres**, as shown on the Town of Franklin's Assessor's Maps Industrial.

The area to be rezoned is shown on the attached map (“Proposed Zoning Map Changes, An Area On Or Near Fisher, Hayward and McCarthy Streets”).

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: _____, 2018

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

Teresa M. Burr
Town Clerk

ABSTAIN _____

ABSENT _____

Glenn Jones, Clerk

Proposed Zoning Map Changes, An Area On Or Near Fisher, Hayward and McCarthy Streets

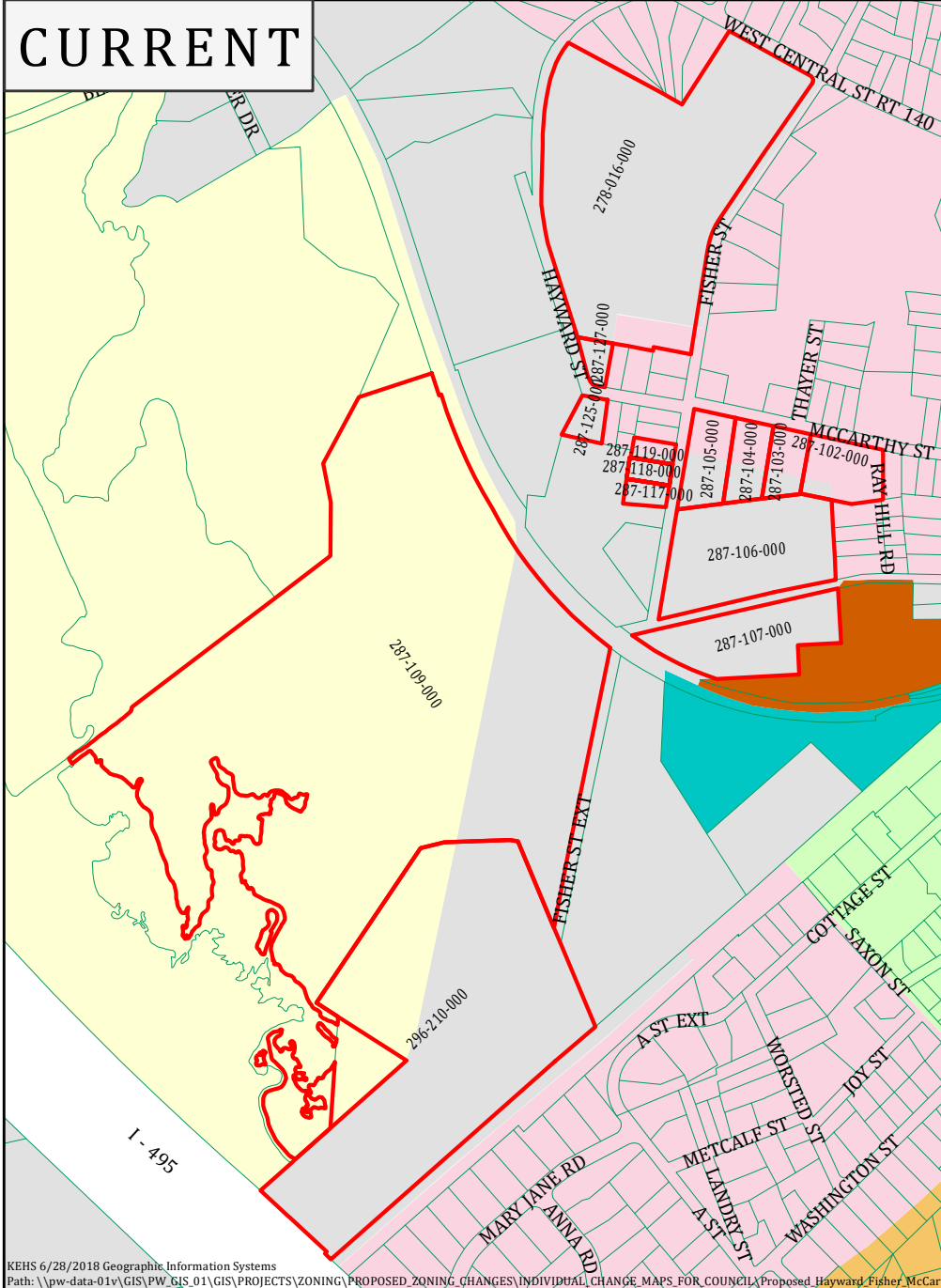
Industrial, or Industrial & Single Family Residential IV, or Industrial & Rural Residential I, to Single Family Residential IV, or Industrial, or Rural Residential I

- Business
- Commercial I
- Industrial
- Residential VI
- Rural Residential I
- Single-Family III
- Single-Family IV
- Area of Proposed Change
- Parcel Line

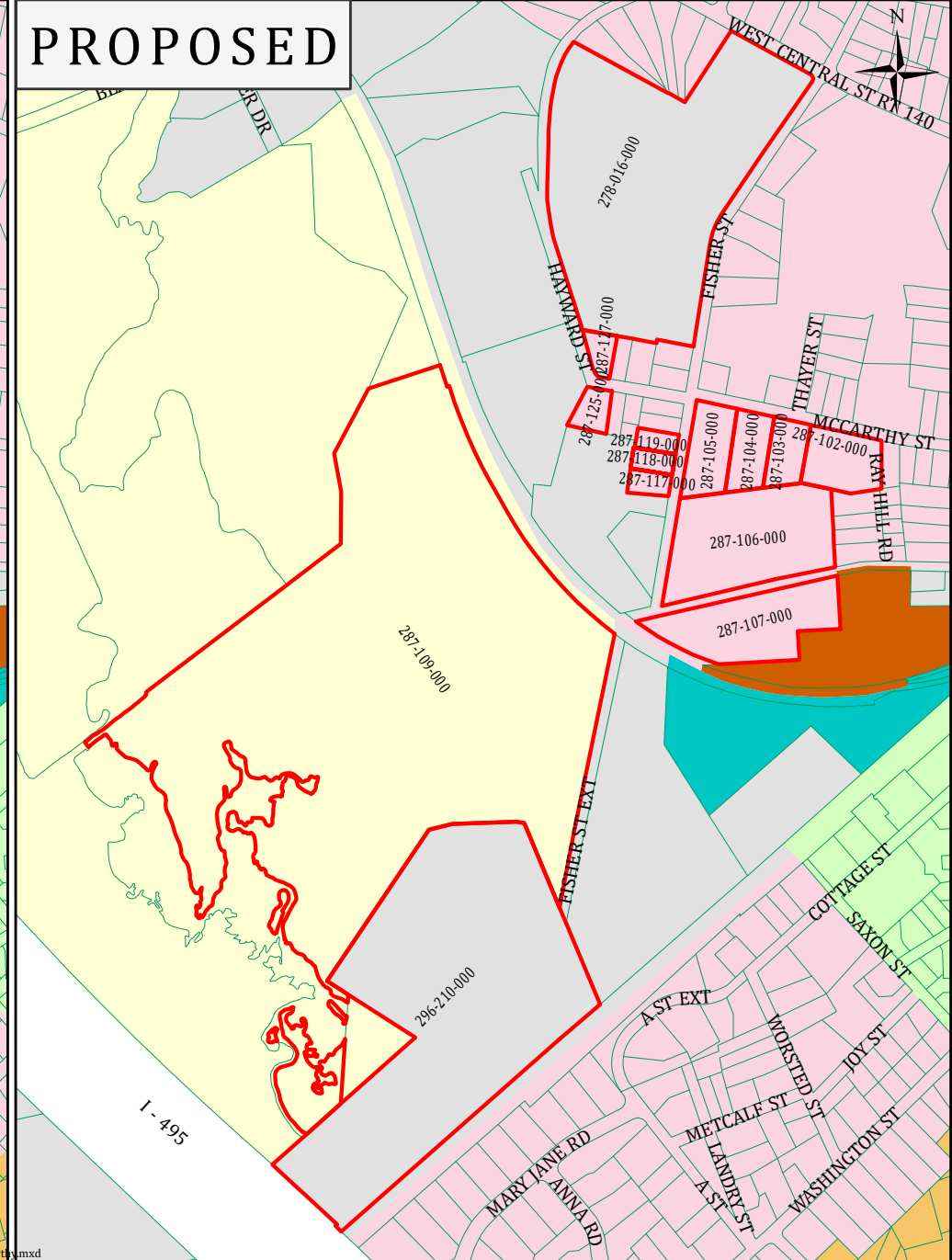
18-803R

0 125 250 500 750 1,000 Feet

CURRENT



PROPOSED



**TOWN OF FRANKLIN
ZONING BY-LAW AMENDMENT 18-804**

**ZONING MAP CHANGES FROM SINGLE FAMILY RESIDENTIAL III &
SINGLE FAMILY RESIDENTIAL IV, TO SINGLE FAMILY
RESIDENTIAL III OR SINGLE FAMILY RESIDENTIAL IV, AN AREA
ON OR NEAR WASHINGTON, ARLINGTON AND JAMES STREETS**

**A ZONING BY-LAW AMENDMENT TO THE CODE OF THE TOWN OF
FRANKLIN AT CHAPTER 185 SECTION 5, ZONING MAP**

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT: The Code of the Town of Franklin is hereby amended by making the following amendments to §185-5, Zoning Map:

That the Zoning Map of the Town of Franklin be amended by changing from Single Family Residential III and Single Family Residential IV to Single Family Residential III an area containing **3.391± acres**, comprising the following parcels of land as shown on the Town of Franklin's Assessor's Maps:

Parcel Numbers

296-054-000	296-084-000	297-104-000
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And the Zoning Map of the Town of Franklin be amended by changing from Single Family Residential III and Single Family Residential IV to Single Family Residential IV an area containing **10.238± acres**, comprising the following parcels of land as shown on the Town of Franklin's Assessor's Maps:

Parcel Numbers

296-034-000	296-035-000	296-085-000
296-090-000	296-091-000	296-092-000
296-093-000	296-094-000	296-095-000
296-097-000	296-101-000	297-055-000
297-056-000	297-067-000	297-068-000
297-089-000	297-106-000	

The area to be rezoned is shown on the attached map (“Proposed Zoning Map Changes, An Area On Or Near Washington, Arlington and James Streets”).

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: _____, 2018

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

Teresa M. Burr
Town Clerk

ABSTAIN _____

ABSENT _____

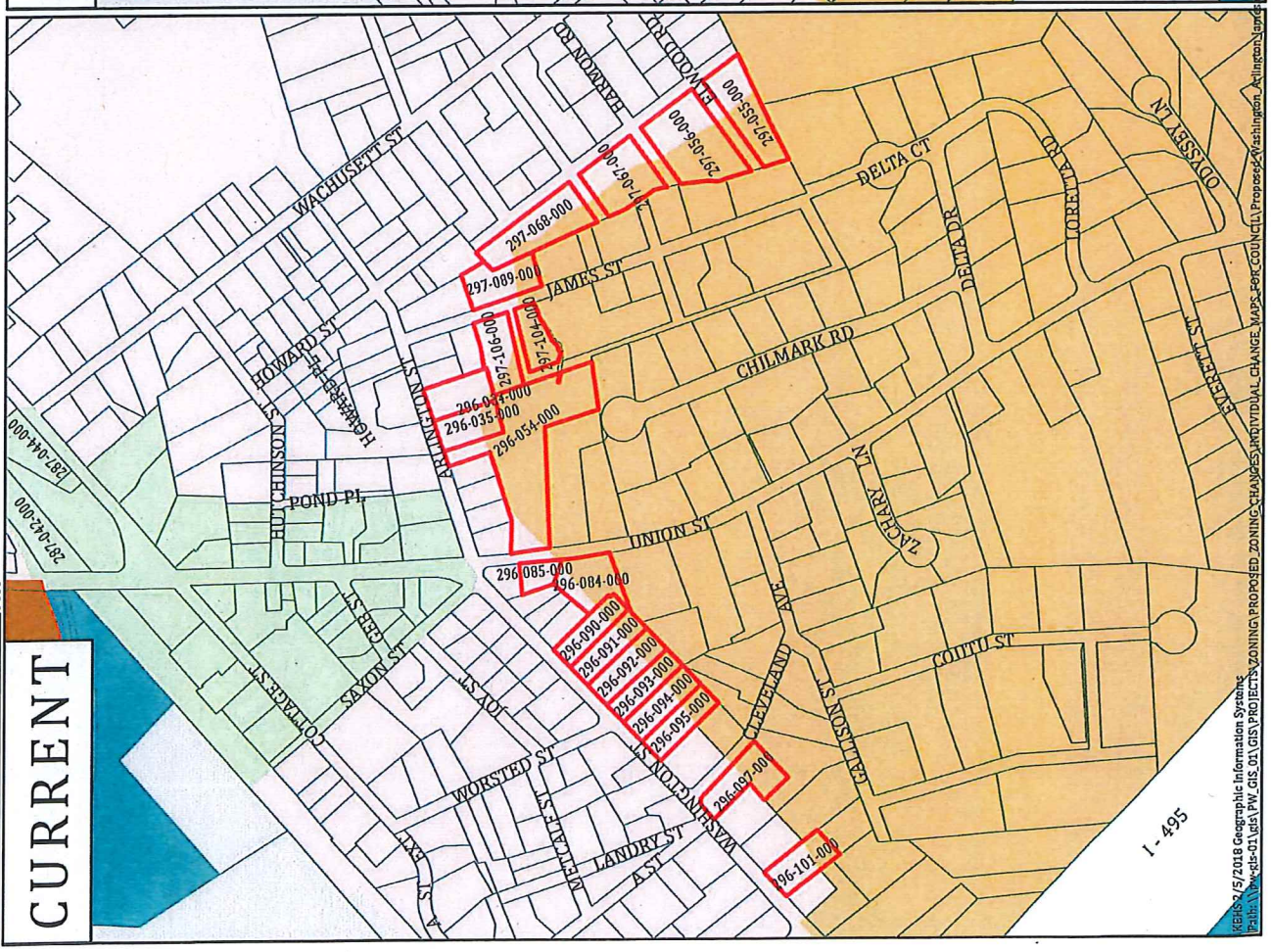
Glenn Jones, Clerk

Proposed Zoning Map Changes

Single Family Residential III & Single Family Residential IV to Single Family Residential III or Single Family Residential IV



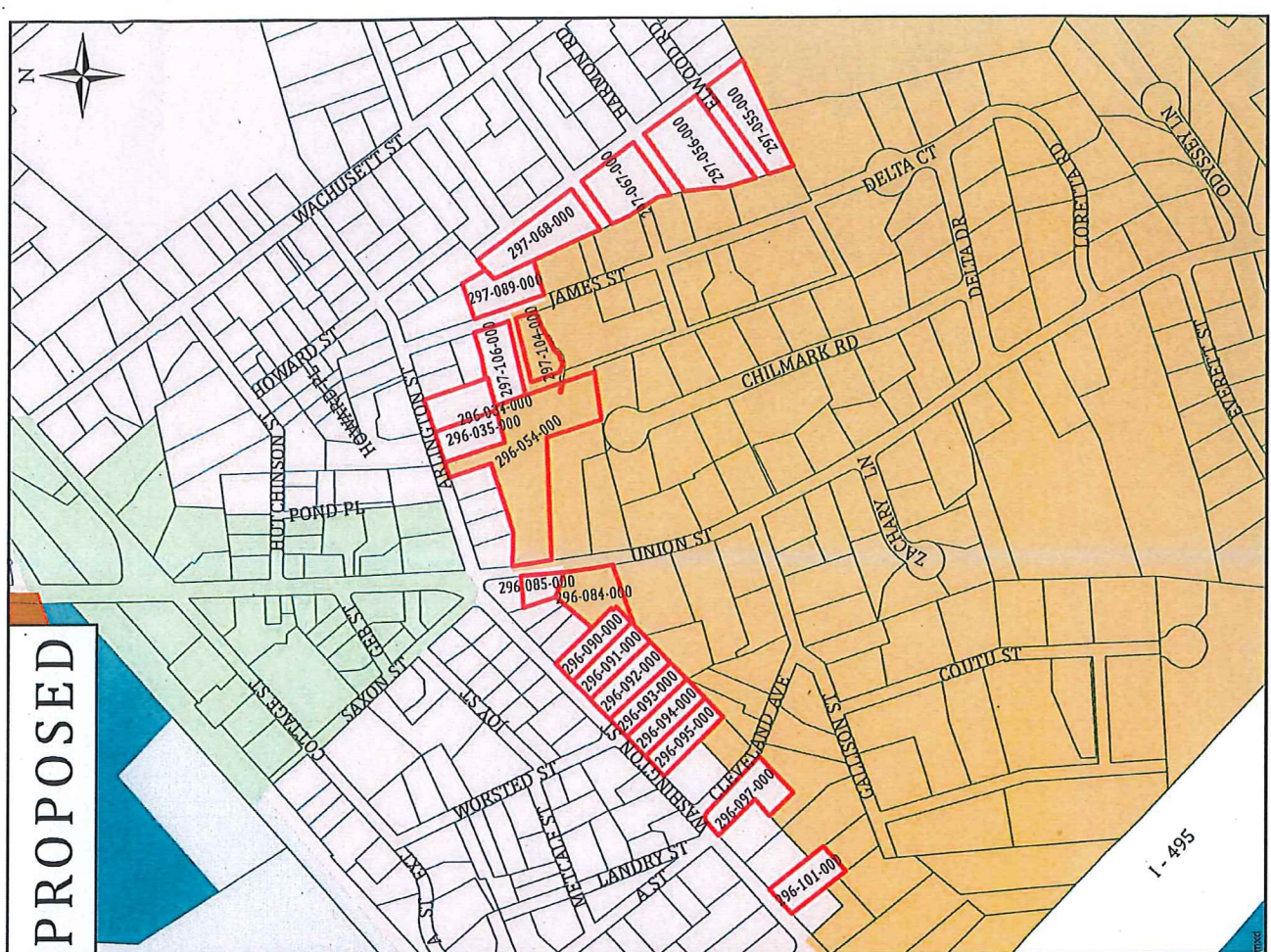
CURRENT



- Business
- Commercial I
- Industrial
- Residential VI
- Single-Family III
- Single-Family IV
- Area of Proposed Change
- Parcel Line

18-804

PROPOSED



KBHS 2/5/2018 Geographic Information Systems
 Paths: \\v:\gis-c1\gis1\pw_gis_011\GIS PROJECTS\ZONING\PROPOSED_ZONING_CHANGES\INDIVIDUAL_CHANGE_MAPS_F04\COU\IND1_Proposed\Washington_Atlirecon\map\p.html

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 BY-LAW AMENDMENT 18-804. ZONING MAP CHANGES,
ON OR NEAR WASHINGTON, ARLINGTON AND JAMES STREETS
CC: JAMIE HELLEN, DEPUTY TOWN ADMINISTRATOR
AMY LOVE, PLANNER
DATE: APRIL 23, 2018

The Department of Planning and Community Development (DPCD) is working to amend the Town's existing Zoning Map (Chapter 185, Section 5, of Franklin Town Code) in an area on and near Washington, Arlington, and James Streets. This proposed Zoning Map change is a small part of a Town Wide project being implemented by DPCD and other Town staff.

The project will better define the Town's zoning districts by following parcel lines. Where parcels are within two or more zoning districts the subject Zoning Map Amendment will move the Zoning District line so each parcel is only in one zoning district.

The Economic Development Committee discussed the proposed zoning map changes at their April 11, 2018 meeting, and voted to send the zoning map amendment to Town Council for further consideration. If Town Council supports the proposed zoning map amendment, DPCD recommends they refer Zoning By-law Amendment 18-804 to the Planning Board for a Public Hearing.

Attached are the following:

- A list of parcels proposed for rezoning;
- Zoning By-law Amendment 18-804: Zoning Map Changes from Single Family Residential III and Single Family Residential IV, to Single Family Residential III or Single Family Residential IV, in an area on or near Washington, Arlington and James Streets; and
- A diagram with two maps: one showing the current zoning in the area, and one showing proposed Zoning Map changes.

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

Proposed Zoning Map Amendment
 From Single Family Residential III and Single Family Residential IV,
 to Single Family Residential III or Single Family Residential IV
 On Or Near Washington, Arlington and James Streets

Parcel	Location	Size (acres)	Owners	From	To
296-034-000	58 Arlington Street	0.49130	K. Cooper	SFRIII and SFRIV	SFRIV
296-035-000	62 Arlington Street	0.46460	L.P. & A. Marano, P.D. & P.J. Marano	SFRIII and SFRIV	SFRIV
296-054-000	19 Chilmark Road	2.36900	D.F. Coughlin, F.J. Coughlin	SFRIII and SFRIV	SFRIII
296-084-000	429 Union Street	0.62847	MOTA Realty LLC	SFRIII and SFRIV	SFRIII
296-085-000	417 Union Street	0.22957	E. Colace, TR. Colace Family Trust	SFRIII and SFRIV	SFRIV
296-090-000	32 Washington Street	0.44567	V. Giardini, L. Giardini	SFRIII and SFRIV	SFRIV
296-091-000	42 Washington Street	0.46823	R.A. Markarian, L.V. Markarian	SFRIII and SFRIV	SFRIV
296-092-000	48 Washington Street	0.52126	C.J. Allen	SFRIII and SFRIV	SFRIV
296-093-000	52 Washington Street	0.43542	W.F. Nadolny, D. Nadolny & W.F. Nadolny Jr.	SFRIII and SFRIV	SFRIV
296-094-000	58 Washington Street	0.48627	E.M. Ficco, M.E. Ficco	SFRIII and SFRIV	SFRIV
296-095-000	60 Washington Street	0.48500	J. MacClean, J. MacClean	SFRIII and SFRIV	SFRIV
296-097-000	1 Cleveland Ave	0.64084	L.M. Kerr, TR. Arcaro Irrevocable Trust, L. Arcaro	SFRIII and SFRIV	SFRIV
296-101-000	110 Washington Street	0.50640	J. Robbins, P. Robbins	SFRIII and SFRIV	SFRIV
297-055-000	Roosevelt Street	0.85746	A Taddeo	SFRIII and SFRIV	SFRIV
297-056-000	Roosevelt Street	1.27100	A Taddeo	SFRIII and SFRIV	SFRIV
297-067-000	Roosevelt Street	0.80640	A Taddeo	SFRIII and SFRIV	SFRIV
297-068-000	Roosevelt Street	0.98567	A Taddeo	SFRIII and SFRIV	SFRIV
297-089-000	18 James Street	0.54320	P.A. Longobardi, J.H. Longobardi	SFRIII and SFRIV	SFRIV
297-104-000	James Street	0.39392	C.M. Donoghue, TR. Gifford Irrevocable Trust	SFRIII and SFRIV	SFRIII
297-106-000	17 James Street	0.59993	C.M. Donoghue, TR. Gifford Irrevocable Trust	SFRIII and SFRIV	SFRIV

Total Acres 13.62961

SFRIII = Single Family Residential III
 SFRIV = Single Family Residential IV

Town of Franklin



TOWN OF FRANKLIN
TOWN CLERK

2018 MAY 25 A 10:08

RECEIVED

Planning Board

The following notice will be published in the Milford Daily Newspaper on
Monday, June 4, 2018 and Monday, June 11, 2018

In accordance with the provisions of M.G.L. Chapter 40A, Section 5, notice is hereby given that the Planning Board will hold a Public Hearing on June 18, 2018 at 7:05 PM and the Town Council will hold a Public Hearing on June 20, 2018 at 7:10 PM in the Town Council Chambers of the Municipal Building, 355 East Central Street, to consider amending Chapter 185, Section 21 Parking, Loading and Driveway Requirements of the Code of the Town of Franklin as follows:

ZONING BY-LAW AMENDMENT 18-804

A ZONING BY-LAW PROPOSED BY THE TOWN OF FRANKLIN TOWN ADMINISTRATION TO AMEND THE FRANKLIN TOWN CODE CHAPTER 185 SECTION 5

FROM SINGLE FAMILY RESIDENTIAL III & SINGLE FAMILY RESIDENTIAL IV, TO SINGLE FAMILY RESIDENTIAL III OR SINGLE FAMILY RESIDENTIAL IV, AN AREA ON OR NEAR WASHINGTON, ARLINGTON AND JAMES STREETS

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT: The Code of the Town of Franklin is hereby amended by making the following amendments to §185-5, Zoning Map:

That the Zoning Map of the Town of Franklin be amended by changing from Single Family Residential III and Single Family Residential IV to Single Family Residential III an area containing 3.391± acres, comprising the following parcels of land as shown on the Town of Franklin's Assessor's Maps:

Parcel Numbers

296-054-000	296-084-000	297-104-000
-------------	-------------	-------------

And the Zoning Map of the Town of Franklin be amended by changing from Single Family Residential III and Single Family Residential IV to Single Family Residential IV an area containing 10.238± acres, comprising the following parcels of land as shown on the Town of Franklin's Assessor's Maps:

Parcel Numbers

296-034-000	296-035-000	296-085-000
296-090-000	296-091-000	296-092-000
296-093-000	296-094-000	296-095-000
296-097-000	296-101-000	297-055-000
297-056-000	297-067-000	297-068-000
297-089-000	297-106-000	

The area to be rezoned is shown on the attached map ("Proposed Zoning Map Changes, An Area On Or Near Washington, Arlington and James Streets").

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

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

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

Anthony Padula, Chairman
Franklin Planning Board

Matt Kelly, Chairman
Franklin Town Council

Town of Franklin

Tel: (508) 520-4907

Fax: (508) 520-4906



Planning Board

355 East Central Street
Franklin, Massachusetts 02038-1352

TOWN OF FRANKLIN
TOWN CLERK

2018 JUN 19 P 1:07

RECEIVED

June 19, 2018

Teresa M. Burr, Town Clerk
Town of Franklin
355 East Central Street
Franklin, MA 02038

CERTIFICATE OF VOTE

Zoning By-law Amendment #18-805
Changes to §185-21 Parking, Loading and Driveway Requirements.

Petitioner: Town Administration

Dear Mrs. Burr:

Please be advised that at its meeting on Monday, June 18, 2018 the Planning Board, upon motion duly made and seconded, voted (5-0-0) to *Continue* the Public Hearing on Zoning By-law Amendment #18-805, Changes to Chapter 185-21 Parking, Loading and Driveway Requirements until July 9, 2018 at 7:20PM.

Sincerely,

Anthony Padula
Chairman

cc: Town Council
Town Administrator
Deputy Town Administrator

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: _____, 2018

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ NO _____

ABSTAIN _____

Teresa M. Burr
Town Clerk

ABSENT _____

Glenn Jones, Clerk

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

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.

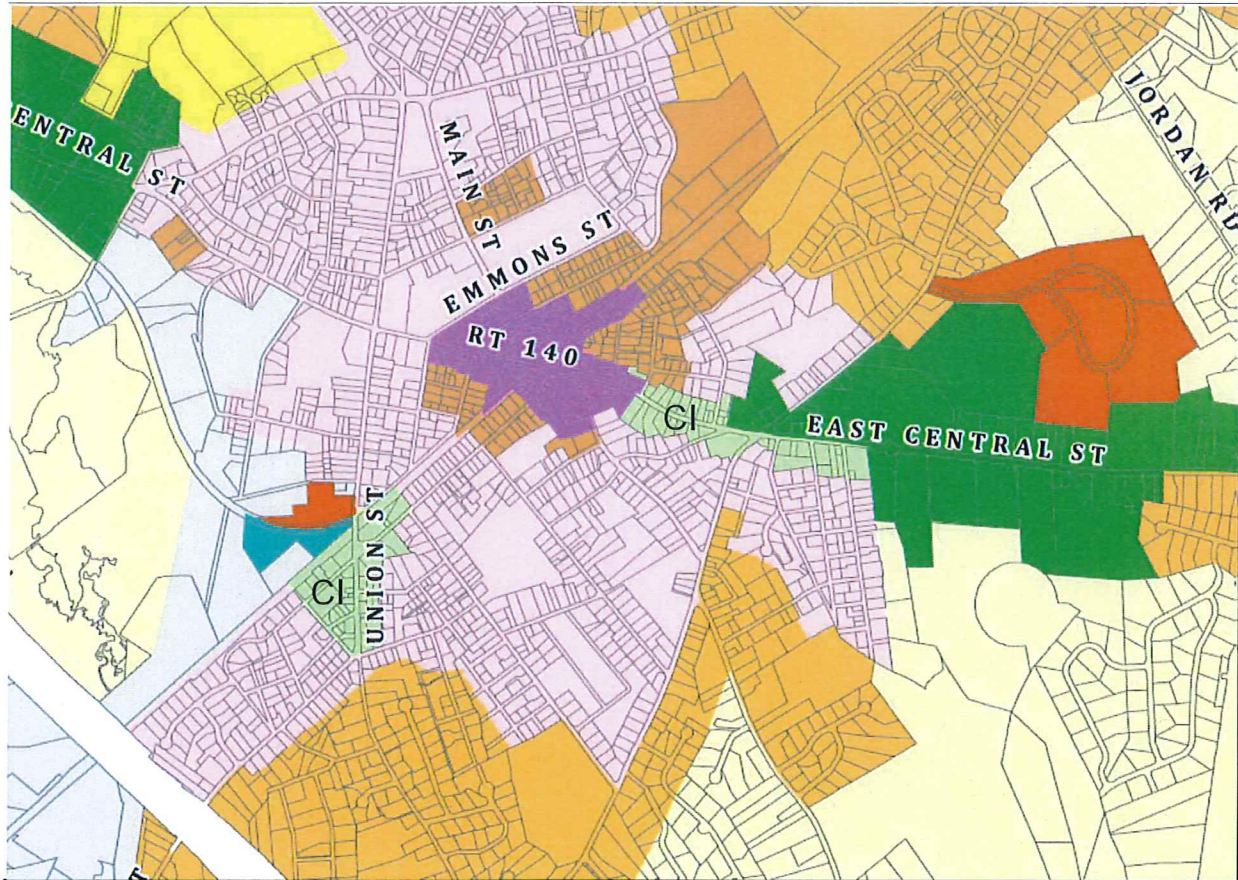
The Economic Development Committee discussed the proposed parking regulations changes at their April 11, 2018 meeting, and voted to send the Zoning Bylaw Amendment to Town Council for further consideration. If Town Council supports the proposed zoning bylaw amendment, DPCD recommends they refer Zoning 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.

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



TOWN OF FRANKLIN
TOWN CLERK

2018 MAY 25 A 10: 07

RECEIVED

Planning Board

The following notice will be published in the Milford Daily Newspaper on
Monday, June 4, 2018 and Monday, June 11, 2018

In accordance with the provisions of M.G.L. Chapter 40A, Section 5, notice is hereby given that the Planning Board will hold a Public Hearing on June 18, 2018 at 7:05 PM and the Town Council will hold a Public Hearing on June 20, 2018 at 7:10 PM in the Town Council Chambers of the Municipal Building, 355 East Central Street, to consider amending Chapter 185, Section 21 Parking, Loading and Driveway Requirements of the Code of the Town of Franklin as follows:

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, sub-sections 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.~~

Subsection B is deleted entirely and replaced with the following:

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

- (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.**

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

Anthony Padula, Chairman
Franklin Planning Board

Matt Kelly, Chairman
Franklin Town Council



SPONSOR: Administration

TOWN OF FRANKLIN
ZONING BY-LAW AMENDMENT 18-810
DEFINITIONS. SMALL, MEDIUM AND LARGE GROUND-MOUNTED
SOLAR ENERGY SYSTEMS, ACCESSORY USE, AND
ACCESSORY BUILDING OR STRUCTURE

A ZONING BY-LAW TO AMEND THE FRANKLIN TOWN CODE AT
CHAPTER 185, SECTION 3.

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 **deletions** and **additions** to §185-3 Definitions:

~~ACCESSORY BUILDING OR USE: A use or separate structure on the same lot with and of a nature customarily incidental and subordinate to the principal use or structure~~

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

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

ACCESSORY BUILDING OR STRUCTURE: A building or other structure that is incidental, subordinate and reasonably related to the principal building on the property and is physically detached from the principal building. Accessory buildings and structures must be on the same property as the building to which they are accessory.

ACCESSORY USE: A use of land found on the same parcel as the principal use, but incidental, subordinate and reasonably related to the principal use.

LARGE-SCALE GROUND-MOUNTED SOLAR ENERGY SYSTEMS: An Active Solar Energy System that is structurally mounted to the ground and occupies more than 40,000 square feet of surface area (equivalent to a rated nameplate capacity of about 250kW DC or greater).

MEDIUM-SCALE GROUND-MOUNTED SOLAR ENERGY SYSTEMS: An Active Solar Energy System that is structurally mounted to the ground and occupies more than 1,750 but less than 40,000 square feet of surface area (equivalent to a rated nameplate capacity of about 10 - 250 kW DC).

SMALL-SCALE GROUND-MOUNTED SOLAR ENERGY SYSTEMS: An Active Solar Energy System that is structurally mounted to the ground and occupies 1,750 square feet of surface area or less (equivalent to a rated nameplate capacity of about 10 kW DC or less).

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: _____, 2018

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

Teresa M. Burr
Town Clerk

ABSTAIN _____

ABSENT _____

Glenn Jones, Clerk

Town of Franklin



TOWN OF FRANKLIN
TOWN CLERK

2018 JUN 11 A 9:09

RECEIVED

Planning Board

The following notice will be published in the Milford Daily Newspaper on Monday, June 25, 2018 and Monday, July 2, 2018

In accordance with the provisions of M.G.L. Chapter 40A, Section 5, notice is hereby given that the Planning Board will hold a Public Hearing on July 9, 2018 at 7:10 PM and the Town Council will hold a Public Hearing on July 11, 2018 at 7:10 PM in the Town Council Chambers of the Municipal Building, 355 East Central Street, to consider amending Chapter 185, Sections 3, Zoning Map of the Code of the Town of Franklin as follows:

ZONING BY-LAW AMENDMENT 18-810

DEFINITIONS. SMALL, MEDIUM AND LARGE GROUND-MOUNTED SOLAR ENERGY SYSTEMS, ACCESSORY USE, AND ACCESSORY BUILDING OR STRUCTURE

A ZONING BY-LAW TO AMEND THE FRANKLIN TOWN CODE AT CHAPTER 185, SECTION 3.

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 to §185-3 Definitions:

ACCESSORY BUILDING OR STRUCTURE: A building or other structure that is incidental, subordinate and reasonably related to the principal building on the property and is physically detached from the principal building. Accessory buildings and structures must be on the same property as the building to which they are accessory.

ACCESSORY USE: A use of land found on the same parcel as the principal use, but incidental, subordinate and reasonably related to the principal use.

LARGE-SCALE GROUND-MOUNTED SOLAR ENERGY SYSTEMS: An Active Solar Energy System that is structurally mounted to the ground and occupies more than 40,000 square feet of surface area (equivalent to a rated nameplate capacity of about 250kW DC or greater).

MEDIUM-SCALE GROUND-MOUNTED SOLAR ENERGY SYSTEMS: An Active Solar Energy System that is structurally mounted to the ground and occupies more than 1,750 but less than 40,000 square feet of surface area (equivalent to a rated nameplate capacity of about 10 - 250 kW DC).

SMALL-SCALE GROUND-MOUNTED SOLAR ENERGY SYSTEMS: An Active Solar Energy System that is structurally mounted to the ground and occupies 1,750 square feet of surface area or less (equivalent to a rated nameplate capacity of about 10 kW DC or less).

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

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

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

Anthony Padula, Chairman
Franklin Planning Board

Matt Kelly, Chairman
Franklin Town Council



SPONSOR: *Administration*

TOWN OF FRANKLIN

ZONING BY-LAW AMENDMENT 18-811: CHANGES TO §185-19. ACCESSORY BUILDINGS AND STRUCTURES

A ZONING BY-LAW TO AMEND CHAPTER 185 SECTION 19 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 deleting the entire section of §185-19 Accessory buildings and structures, and adding the following text:

§185-19. Accessory buildings and structures

A. Purpose. The purpose of this Bylaw is to provide for the reasonable regulation and control of accessory buildings and structures within the Town of Franklin in order to protect the health, safety, and welfare of its residents, without unduly restricting the conduct of lawful enterprise.

B. Setback requirements and height restrictions. The following setbacks shall apply to all accessory buildings and structures, unless otherwise regulated in other sections of Chapter 185:

1. No accessory building or structure shall be located within a required front yard setback. Lots having frontage on any street will maintain the front yard setback from all street frontage.
2. No accessory building or structure shall be located in any side yard area nearer to the side lot line than 10 feet in any zoning district.
3. No accessory building or structure shall be located in a rear yard nearer to the rear lot line than 10 feet.
4. No accessory building or structures shall be less than a distance equal to the common building height to common grade to any rear or side lot line.
5. No accessory buildings or structures of any size shall be closer than 10 feet to any principal building, or other accessory building or structure.

C. Swimming Pools.

The setbacks for swimming pools shall meet those of the accessory structure including pool equipment, i.e., pumps, heaters, etc., in the section noted above. In the case of a corner lot, the pool and the equipment must meet the front yard setback for that zone.

Swimming pools are accessory structures whether in-ground, above-the-ground or on-the-ground. To get an accurate measurement, above-the-ground pools should be measured from the outside of the pool including any decking and related equipment; in-ground pools should be measured from the outside edge of the pool or coping including equipment.

D. Free standing signs.

See §185-19. Signs, for accessory sign requirements.

E. Ground-mounted solar energy systems.

The following restrictions are additional to setback and height requirements outlined in §185-19.B. above:

1. Planning Board site plan review is required of all medium-scale ground-mounted solar energy systems.
2. No accessory ground-mounted solar energy systems on parcels within or adjacent to residential Zoning Districts shall be located in any side or rear yard area nearer to the lot line than 20 feet.
3. No accessory ground-mounted solar energy system shall be more than 15 feet in height, measured from the common grade.

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: _____, 2018

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

Teresa M. Burr
Town Clerk

ABSTAIN _____

ABSENT _____

Glenn Jones, Clerk

Town of Franklin



Planning Board

TOWN OF FRANKLIN
TOWN CLERK
2018 JUN 11 A 9:09
RECEIVED

The following notice will be published in the Milford Daily Newspaper on
Monday, June 25, 2018 and Monday, July 2, 2018

In accordance with the provisions of M.G.L. Chapter 40A, Section 5, notice is hereby given that the Planning Board will hold a Public Hearing on July 9, 2018 at 7:10 PM and the Town Council will hold a Public Hearing on July 11, 2018 at 7:10 PM in the Town Council Chambers of the Municipal Building, 355 East Central Street, to consider amending Chapter 185, Sections 19, Zoning By-Law of the Code of the Town of Franklin as follows:

**ZONING BY-LAW AMENDMENT 18-811:
CHANGES TO §185-19. ACCESSORY BUILDINGS AND STRUCTURES**

**A ZONING BY-LAW TO AMEND CHAPTER 185 SECTION 19
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 deleting the entire section of §185-19 Accessory buildings and structures, and adding the following text:

§185-19. Accessory buildings and structures

A. Purpose. The purpose of this Bylaw is to provide for the reasonable regulation and control of accessory buildings and structures within the Town of Franklin in order to protect the health, safety, and welfare of its residents, without unduly restricting the conduct of lawful enterprise.

B. Setback requirements and height restrictions. The following setbacks shall apply to all accessory buildings and structures, unless otherwise regulated in other sections of Chapter 185:

1. No accessory building or structure shall be located within a required front yard setback. Lots having frontage on any street will maintain the front yard setback from all street frontage.
2. No accessory building or structure shall be located in any side yard area nearer to the side lot line than 10 feet in any zoning district.
3. No accessory building or structure shall be located in a rear yard nearer to the rear lot line than 10 feet.
4. No accessory building or structures shall be less than a distance equal to the common building height to common grade to any rear or side lot line.
5. No accessory buildings or structures of any size shall be closer than 10 feet to any principal building, or other accessory building or structure.

C. Swimming Pools.

The setbacks for swimming pools shall meet those of the accessory structure including pool equipment, i.e., pumps, heaters, etc., in the section noted above. In the case of a corner lot, the pool and the equipment must meet the front yard setback for that zone.

Swimming pools are accessory structures whether in-ground, above-the-ground or on-the-ground. To get an accurate measurement, above-the-ground pools should be measured from the outside of the pool including any decking and related equipment; in-ground pools should be measured from the outside edge of the pool or coping including equipment.

D. Free standing signs.

See §185-19. Signs, for accessory sign requirements.

E. Ground-mounted solar energy systems.

The following restrictions are additional to setback and height requirements outlined in §185-19.B. above:

1. Planning Board site plan review is required of all medium-scale ground-mounted solar energy systems.
2. No accessory ground-mounted solar energy systems on parcels within or adjacent to residential Zoning Districts shall be located in any side or rear yard area nearer to the lot line than 20 feet.
3. No accessory ground-mounted solar energy system shall be more than 15 feet in height, measured from the common grade.

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

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

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

Anthony Padula, Chairman
Franklin Planning Board

Matt Kelly, Chairman
Franklin Town Council

Sponsor: *Administration*

TOWN OF FRANKLIN

**ZONING BY-LAW AMENDMENT 18-812: GROUND-MOUNTED
SOLAR ENERGY SYSTEM USE REGULATIONS,**

**CHANGES TO CHAPTER 185, USE REGULATIONS
SCHEDULE PART III AND PART VII**

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** to §185 Use Regulations Schedule Part III and Part VII, Attachment 4 and Attachment 8:

185 Attachment 4
USE REGULATION SCHEDULE
PART III

Symbols in the Use Regulations Schedule shall mean the following:

- Y = A permitted use.
- N = An excluded or prohibited use.
- BA = A use authorized under special permit from the Board of Appeals.
- PB = A use authorized under special permit from the Planning Board.
- P/SP = Permitted as of right. A special permit from the Board of Appeals is required if the proposed project results in an increase in estimated water consumption of more than 15,000 gallons per day.

Principal Uses	District												
	RR/RRR/RRV/RV/II	SFR/III	SFR/IV	GRV	NC	RB	CI	CII	DC	B	I	LI	O
3. Industrial, utility													
3.1 Bus, railroad station	N	N	N	N	N	N	P/SP	P/SP	P/SP	P/SP	P/SP	P/SP	P/SP
3.2 Contractor's yard													
a. Landscape materials storage and distribution	N	N	N	N	N	N ⁷	N	N	N	N ⁷	P/SP	N	N
b. Other	N	N	N	N	N	N	N	N	N	N ⁷	P/SP	N	N
3.3 Earth removal													
a. Earth removal, commercial ^{1,3,6}	N	N	N	N	N	N	BA	BA	N	BA	BA	BA	BA
b. Earth removal, other ⁴	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA
c. Rock quarrying	N	N	N	N	N	N	N	N	N	N	N	N	N
d. Washing, sorting and/or crushing or processing of materials	N	N	N	N	N	N	N	N	N	N	N	N	N
e. Production of concrete	N	N	N	N	N	N	N	N	N	N	N	N	N
f. Production of bituminous concrete	N	N	N	N	N	N	N	N	N	N	N	N	N
3.4 Lumberyard	N	N	N	N	N	N	N	N	N	N	N	N	N
3.5 Manufacturing and Processing:													
a. Biotechnology ¹	N	N	N	N	N	N	N	N	N	N	Y	N	Y
b. Light	N	N	N	N	N	N	PB	PB	PB	PB	P/SP	N	PB
c. Medium	N	N	N	N	N	N	N	N	N	N	P/SP	N	N
d. Heavy	N	N	N	N	N	N	N	N	N	N	N	N	N
3.6 Printing, publishing:													
a. Under 5,000 square feet	N	N	N	N	N	N	P/SP	P/SP	P/SP	P/SP	P/SP	N	P/SP
b. Over 5,000 square feet	N	N	N	N	N	N	N	N	N	P/SP	P/SP	N	PB

185 Attachment 4
 USE REGULATION SCHEDULE
 PART III (Continued)

Principal Uses	District													
	RRI P/SP	RRII RVII	SFRJII P/SP	SFRJIV P/SP	GRV P/SP	NC	RB	CI	CII	DC	B	I	LI	O
3.7 Public utility	N													
3.8 Electric power plant														
3.8 Research and development:														
a. Biotechnology ¹	N	N	N	N	N	N	N	N	N	N	N	PB ²	N	PB ²
b. Others	N	N	N	N	N	N	N	N	N	N	N	P/SP	N	P/SP
3.9 Solid waste facility	N	N	N	N	N	N	N	N	N	N	N	BA	N	N
3.10 Warehouse, distribution facility	N	N	N	N	N	N	N	N	N	N	N	Y	N	N ⁷
3.11 Wholesale office, salesroom:														
a. With storage	N	N	N	N	N	N	N	N	P/SP	N	P/SP	P/SP	N	N ⁷
b. Without storage	N	N	N	N	N	N	N	P/SP	P/SP	P/SP	P/SP	Y	N ⁷	N ⁷
3.12 Conference center	N	N	N	N	N	N	N	N	PB	N	PB	PB	P/SP	PB
3.13 Brewery, distillery, or winery production with tasting room	N	N	N	N	N	N	N	PB	PB	PB	PB	PB	PB	N
3.14 Ground-mounted Solar Energy System														
a. Small-scale	Y	Y	Y	Y	Y	Y	Y	N	Y	N	Y	Y	Y	Y
b. Medium-scale ⁽⁸⁾	PB	PB	PB	PB	N ⁷	N	N ⁷	N	PB	N	PB	Y	N	N ⁷
c. Large-scale ⁽⁸⁾	PB	PB	PB	N	N	N	N	N	N	N	PB	Y	N	N

- NOTES:
- Subject to § 185-42.
 - Biotechnology uses are permitted in the portions of the Industrial District and Office District which are in the Biotechnology Uses Overlay District.
 - See § 185-23, specifically, § 185-23A, Exemptions.
 - See § 185-44, "Administration and enforcement" for general special permit filing information, and § 185-23, Earth removal regulations, for specific filing information.
 - Any commercial earth removal is not permitted within a Water Resource District.
 - See § 185-3 for "commercial earth removal" definition.
 - Only allowed as an accessory use to an otherwise permitted use as detailed in Use Regulations Schedule, Part VII, Accessory Uses.
 - Planning Board Site Plan Review is required of all Medium-scale and Large-scale Ground-mounted Solar Energy Systems.**

185 Attachment 8
USE REGULATION SCHEDULE
PART VII

Symbols in the Use Regulations Schedule shall mean the following:

Y = A permitted use.

N = An excluded or prohibited use.

BA = A use authorized under special permit from the Board of Appeals.

PB = A use authorized under special permit from the Planning Board.

P/SP = Permitted as of right. A special permit from the Board of Appeals is required if the proposed project results in an increase in estimated water consumption of more than 15,000 gallons per day.

	District													
	RR I RV I	RR II RV II	SFR III	SFR IV	GRV	NC	RB	CI	CII	DC	B	I	LI	O
Accessory Uses														
A1 Boarding	N		Y	Y	Y	Y	N	Y	Y	N	N	N	N	N
A2 Contractor's yard	N		N	N	N	N	N	N	N	N	Y	Y	N	N
a. Landscape materials storage and distribution			Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N
A3 Home occupation (See § 185-39B.)	N		N	N	N	Y ³	Y ³	N	N	N	Y	Y	N	N
A4 Manufacture, assembly, packing of goods sold on premises	Y		Y	Y	Y	Y ¹	N	Y	Y ¹	Y ¹	Y	Y	N	Y ¹
A5 Off-street parking (See § 185-39C.)	N		N	N	N	Y	N	Y	Y	Y	Y	Y	Y	Y
A6 Professional office, studio (See § 185-39A.)	Y		Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y
A7 Restaurant, bar	N		N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y
A8 Retail sale of nonagricultural products manufactured, warehoused or manufactured, warehoused or distributed on or from premises	N		N	N	N	Y	N	Y	Y	Y	Y	Y ²	N	Y ²
A9 Scientific use in compliance with § 185-37	BA		BA	BA	BA	BA	N	BA	BA	BA	Y	Y	Y	Y
A10 Signs (See § 185-20.)	Y		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
A11 Single-family dwelling for personnel required for safe operation	Y		Y	Y	Y	Y	N	Y	Y	N	Y	Y	Y	Y
A12 Other customary accessory uses	Y		Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y
A13 Other retail sales, services	N		N	N	N	Y	N ¹	Y	Y	Y	Y	Y	Y	Y
A13.1 Animal grooming	BA		BA	BA	BA	BA	N	Y	BA	Y	BA	BA	BA	BA
A14 Operation of not more than 5 automatic amusement devices	N		N	N	N	N	N	N	Y	Y	Y	Y	N	N
A15 Warehouse/distribution facility	N		N	N	N	N	N	N	Y	N	Y	Y	N	Y
A16 Wholesale office, salesroom														
a. With storage	N		N	N	N	N	N	Y	Y	Y	Y	Y	N	Y
b. Without storage	N		N	N	N	N	N	Y	Y	Y	Y	Y	Y ²	Y
A17 Catering	N		N	PB	PB	PB	N	Y	Y	Y	Y	Y	Y	Y
A18 Function hall	N		N	PB	PB	PB	N	Y	Y	Y	Y	Y	Y	Y
A19 Ground-mounted Solar Energy System ⁵														
a. Small-scale	Y		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
b. Medium-scale ⁶	PB		PB	PB	PB	N	PB	N	PB	N	PB	Y	N	PB

NOTES:

1. But N if occupying more than 50% of the floor area occupied by the principal use and not more than five persons employed on the premises in the DC District and CI District and not more than 10 persons in the CII District and O District.
2. Provided that no more than 25% of the total floor space is used for display or retailing.
3. Such uses shall be restricted to seasonal operations only.
4. Accessory retail sales within a Country Store, as defined in §185-3, shall not exceed 50% of the establishment's floor area open to the public.
5. See §185-19, "Accessory buildings and structures".
6. Planning Board Site Plan Review is required of all Medium-scale Ground-mounted Solar Energy Systems.

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: _____, 2018

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ NO _____

ABSTAIN _____

Teresa M. Burr
Town Clerk

ABSENT _____

Glenn Jones, Clerk

Town of Franklin



Planning Board

TOWN OF FRANKLIN
TOWN CLERK

2018 JUN 11 A 9:08

RECEIVED

The following notice will be published in the Milford Daily Newspaper on
Monday, June 25, 2018 and Monday, July 2, 2018

In accordance with the provisions of M.G.L. Chapter 40A, Section 5, notice is hereby given that the Planning Board will hold a Public Hearing on July 9, 2018 at 7:10 PM and the Town Council will hold a Public Hearing on July 11, 2018 at 7:10 PM in the Town Council Chambers of the Municipal Building, 355 East Central Street, to consider amending Chapter 185, Attachments 4 & 8, Zoning By-Law of the Code of the Town of Franklin as follows:

ZONING BY-LAW AMENDMENT 18-812:

Changes to §185, Attachment 4, Part III and Attachment 8, Part VII, Use Regulation Schedule: Chapter 185 of the Code of the Town of Franklin will be amended at Attachment 7, Part VI, Use Regulation Schedule. The Zoning Amendment would add the three different size ground-mounted solar energy systems (Small, Medium Large-scale) into the Use Regulation Schedules (§185 Attachments 4 and 8) of the Zoning Bylaw

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

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

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

Anthony Padula, Chairman
Franklin Planning Board

Matt Kelly, Chairman
Franklin Town Council



**TOWN OF FRANKLIN
BYLAW AMENDMENT 18-813
CHAPTER 170, VEHICLES AND TRAFFIC
A BYLAW TO AMEND THE CODE OF THE TOWN OF FRANKLIN AT
SECTION 170-32 ONE-WAY STREETS**

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL that Chapter 170 of the Code of the Town of Franklin Vehicles and Traffic, Article VI, Traffic Regulations is hereby amended by adding the following text at §170-32, One-way Streets:

§ 170-32 One-way streets.

The streets or portions thereof designated in this section and specifically incorporated in this section are declared to be one-way streets, and all vehicular traffic shall move on those streets or portions thereof in the direction designated in this section:

Add, alphabetically:

Name of Street	Direction of Travel	Limits
<u>Alpine Row</u>	<u>Northerly</u>	<u>From 240 feet north of the northerly sideline of East Central St. to Alpine Place</u>

This bylaw amendment shall become effective in accordance with the provisions of the Franklin Home Rule Charter.

DATED: _____, 2018

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

**Teresa M. Burr
Town Clerk**

ABSTAIN _____

ABSENT _____

**Glenn Jones, Clerk
Franklin Town Council**



FRANKLIN POLICE DEPARTMENT

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

May 29, 2018

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

SUBJECT: Alpine Row Construction and One Way Traffic

Mr. Nutting,

I have participated in several discussions with Michael Maglio (Town Engineer) and Robert Cantoreggi (DPW Director) pertaining to the Alpine Row / Alpine Place neighborhood construction project. As you're aware, they are suggesting making a portion of Alpine Row a one-way street to accommodate the installation of a continuous sidewalk throughout the entirety of the neighborhood. Installation of a sidewalk along Alpine Row will reduce the street width to 17 feet wide, making it necessary for the road to be subjected to one-way traffic.

A continuous sidewalk throughout the neighborhood is highly desirable and will provide for safe pedestrian travel. I do not believe making a section of Alpine Row one-way will negatively affect the vehicle travel pattern in the neighborhood as Alpine Place will become the alternative route and leads directly to East Central Street. I have also been made aware that a neighborhood meeting was held recently, residents who attended are in favor of the change and no negative feedback has been received to date.

I fully support the change to one-way traffic on Alpine Row and the addition of a continuous sidewalk system as described in the neighborhood construction plans.

If I can be of further assistance or you have any questions, please feel free to contact me at any time.

Respectfully Submitted,

Thomas J. Lynch
Chief of Police



FRANKLIN FIRE DEPARTMENT

TO : JEFFREY D. NUTTING, TOWN ADMINISTRATOR

FROM : G. B. MCCARRAHER, FIRE CHIEF

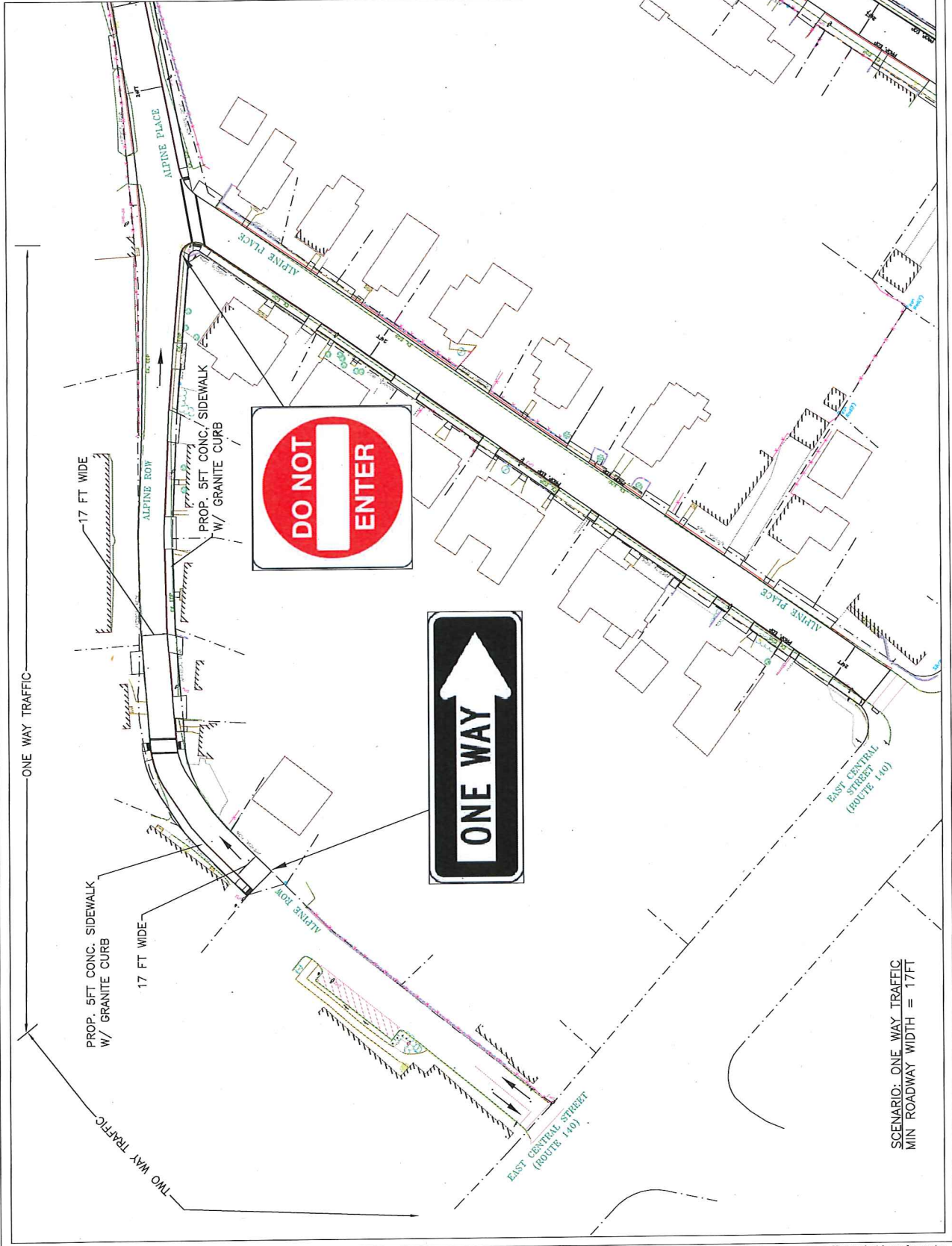
DATE : 30 MAY 2018

RE : RECONSTRUCTION OF ALPINE ROW

Thank you for the opportunity to comment on the above referenced road project. We have been informed that Alpine Row has a parking prohibition on both sides of the road. Accordingly we believe the 17 foot road width will be sufficient to accommodate our emergency vehicles.

Please contact me should you have any questions or require any additional information.

cc: file





**TOWN OF FRANKLIN
BYLAW AMENDMENT 18-814
CHAPTER 125, PEACE AND GOOD ORDER**

A BYLAW TO AMEND THE CODE OF THE TOWN OF FRANKLIN AT CHAPTER 125, PEACE AND GOOD ORDER.

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL that Chapter 125 of the Code of the Town of Franklin is amended by adding Section 125-16 as follows:

§125-16. Public consumption of marijuana or tetrahydrocannabinol prohibited.

No person shall smoke, ingest, or otherwise use or consume marijuana or tetrahydrocannabinol, as defined in G.L. Chapter 94C, §1, as amended, or G.L Chapter 94G, Section 1, while in or upon the Town Common or any street, sidewalk, public way, footway, passageway, stairs, bridge, park, playground, beach, recreation area, boat landing, public building, schoolhouse, school grounds, cemetery, parking lot, or any building, facility or land owned by or under the control of the Town, or in or upon any bus or other passenger conveyance operated by a common carrier, or in any place open to the public. This bylaw may be enforced through any lawful means in law or in equity, including, but not limited to, enforcement by criminal complaint pursuant to G.L. Chapter 40, §21, or by noncriminal disposition pursuant to G.L. Chapter 40, §21D; the Town Administrator or his designee or the Franklin Police Department shall have authority to enforce this bylaw. The fine for violation of this bylaw shall be \$100 for first offense, \$200 for second offense and \$300 for third and any subsequent offense.

This bylaw amendment shall become effective in accordance with the provisions of the Franklin Home Rule Charter.

DATED: _____, 2018

VOTED:
UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

**Teresa M. Burr
Town Clerk**

ABSTAIN _____

ABSENT _____

**Glenn Jones, Clerk
Franklin Town Council**

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

MEMORANDUM

To: Town Council

From: Jeff Nutting

Re: Marijuana Public Consumption Prohibition

The proposal before the Council tonight is to ban consumption of marijuana or marijuana products on public property, including all public property, such as the Town Common, sidewalks, parks, parking lots and buildings.

With legalization of sales opening on July 1st, the staff thought it was appropriate to put this bylaw proposal before the Council in order to protect the general public interest right to enjoy public property without having to smell smoke. While there is a mechanism for the Police to enforce this with a small fine, we hope that citizens will be respectful to one another and not consume marijuana on public property.

I am available for any questions.



TOWN OF FRANKLIN

BY-LAW AMENDMENT 18-817

AMENDMENT TO WATER SYSTEM MAP

A BY-LAW TO AMEND THE CODE OF THE TOWN OF FRANKLIN, CHAPTER 179 § 179-9.1 WATER MAP.

BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF FRANKLIN that Chapter 179 § 179-9.1. Water System Map Exhibit A (Map) be amended by adding as an eligible location the following:

§179-9.1 Water System Map.

Exhibit A:

Extending a 2" waterline from 12 Ridgeview Road for a single water service connection to the existing main on Long Hill Road.

Bylaw shall not become effective until all conditions agreed to between the developer and the DPW are satisfied.

This By-Law amendment shall become effective in accordance with the provisions of the Franklin Home Rule Charter.

DATED: _____, 2018

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council



TOWN OF FRANKLIN

DEPARTMENT OF PUBLIC WORKS

Franklin Municipal Building
257 Fisher Street
Franklin, MA 02038-3026

June 12, 2018

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

RE: Ridgeview Rd – Water System Extension

Dear Jeff,

The homeowners at 12 Ridgeview Road have submitted the attached application for a Water System Extension Permit. The application is for a single water service connection to the existing main on Long Hill Road due to problems with their existing well.

Ridgeview Road is a private road with six existing homes that are on private wells. It has been brought to our attention that several of the other neighbors on Ridgeview Road have also been experiencing issues with their wells.

Whereas the existing homes sit at such a high elevation, a traditional water main would require a neighborhood booster pump station that would need to be privately and jointly maintained by the residents of Ridgeview Road. Given the situation, we recommend that each of the six homes be allowed to connect to Town water with individual services and the need for separate booster pumps would then be the responsibility of each individual homeowner.

We believe due to the circumstances, a water map amendment is warranted to provide a reliable source of drinking water to the existing homes on Ridgeview Road. If the Council decides to approve the extension, we recommend the following conditions be attached to the approval:

1. The applicant will need to file all required permits and pay the required fees to the DPW prior to construction/installation of their water service.
2. The applicant shall construct their proposed water service in accordance with DPW standards.

Sincerely,


Michael Maglio, PE
Town Engineer


Robert A. Cantoreggi
Director of Public Works

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 18-818: MAXIMUM BUILDING HEIGHT
DIMENSIONAL REGULATIONS**
**CC: JAMIE HELLEN, DEPUTY TOWN ADMINISTRATOR
AMY LOVE, PLANNER**
DATE: JUNE 28, 2018

As you know the Economic Development Committee has debated the issue of maximum building heights during its recent meetings. Originally maximum building heights in the Commercial I Zoning District was the main subject of discussion, but other commercial and business Zoning Districts were eventually included. Consensus was reached at their June 20, 2018 meeting; the Committee voted to send the proposed amendments to the full Council for consideration.

DPCD has developed a zoning bylaw amendment related to maximum building heights in the following zoning districts: Commercial I (CI), Commercial II (CII), Downtown Commercial (DC), and Business (B). Below is a summary of current and proposed regulation.

Current Maximum Building Height By Right

Currently all four zoning districts allow up to 3 stories and a maximum height of 40 feet by-right; no changes are proposed for by-right maximum building height.

Current Maximum Building Height By Special Permit

Downtown Commercial Zoning District. In the DC zoning district up to 4 stories and/or 50 feet, whichever is less, may be permitted by a Special Permit from the Planning Board provided the structure is set back at least 15 feet from frontage.

Commercial I Zoning District. Up to 5 stories and/or 60 feet, whichever is greater, may be permitted by a special permit from the Planning Board.

Commercial II and Business Zoning Districts. A special permit for additional height is not currently an option for development within the Commercial II or Business Zoning Districts.

Proposed Maximum Building Height By Special Permit

The proposed bylaw Amendment would allow developers to apply for a Planning Board special permit for building heights up to 50 feet in each of the four zoning districts.

In addition, the Zoning Bylaw amendment would eliminate the specific number of stories that may be allowed by special permit in each of the four zoning districts, giving developers/property owners more flexibility with building design.

The chart below provides a summary of proposed changes.

Zoning District	Maximum Building Height Allowed By Right		Maximum Height that <u>May</u> be Allowed by Planning Board Special Permit			
			Current Regulation		Proposed Regulation	
	Stories	Feet	Stories	Feet	Stories	Feet
DC	3	40	4 ¹	50 ¹	NA ⁴	50 ⁵
CI	3	40	5 ²	60 ²	NA ⁴	50
CII	3	40	No ³	No ³	NA ⁴	50
B	3	40	No ³	No ³	NA ⁴	50

Notes:

¹ Up to 4 stories and/or 50 feet, whichever is less, may be permitted by a Special Permit from the Planning Board provided the structure is set back at least 15 feet from frontage.

² Up to 5 stories and/or 60 feet, whichever is greater, may be permitted by a special permit from the Planning

³ Special permit for additional height is not currently an option.

⁴ Not applicable. The number of stories is not important, only the maximum build height.

⁵ Buildings up to 50 feet in height may be permitted by a special permit from the Planning Board provided the structure is set back at least 15 feet from frontage.

Why Change Commercial I Regulations?

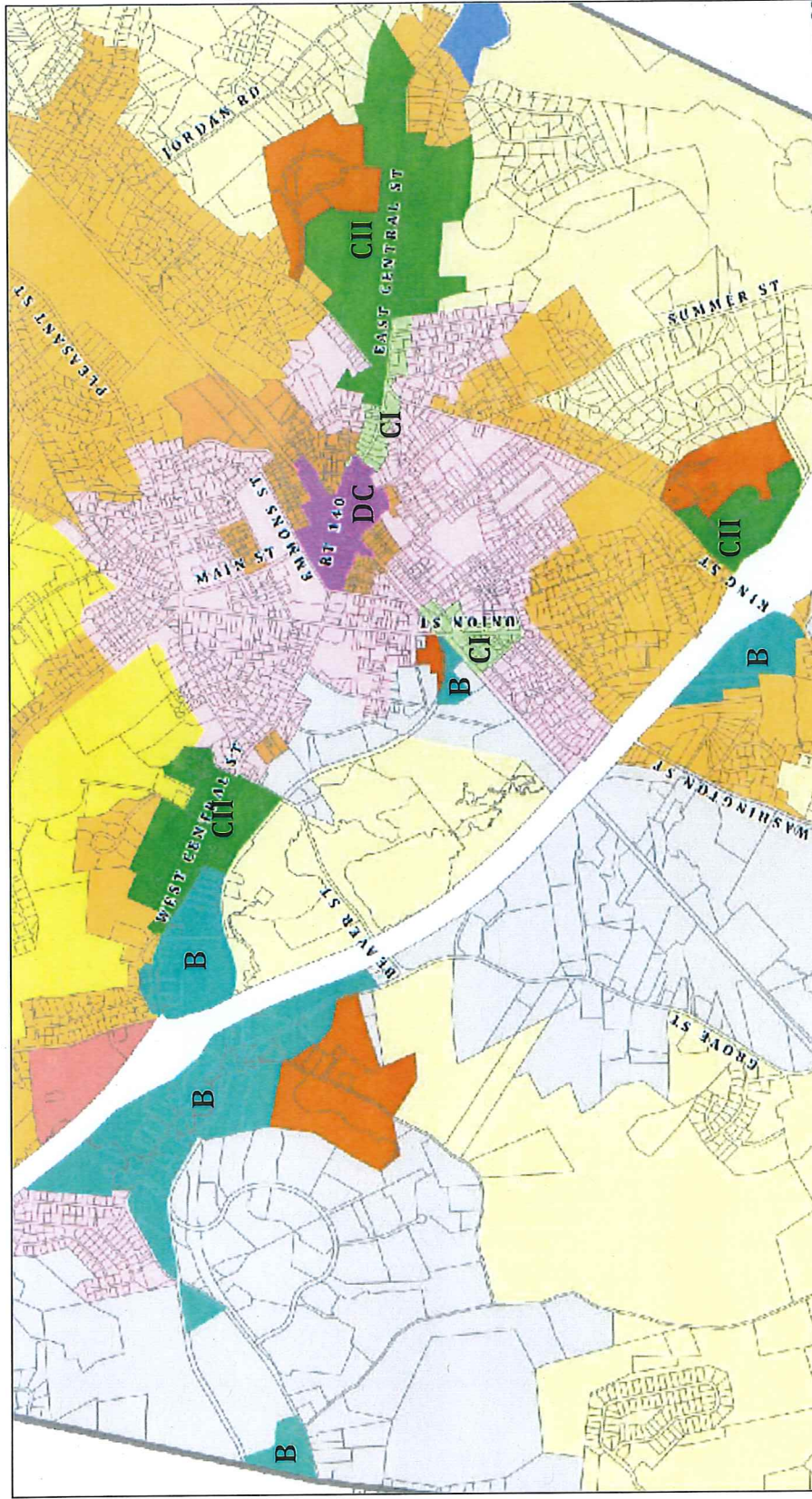
Town staff recommend changing the maximum height allowed by special permit in C1 to 50 feet. The CI Zoning District is generally along Union Street and Cottage Street, as well as on East Central Street near the King/Chestnut Street intersection. The buildings are generally smaller/shorter buildings than in the Downtown area. Having a 60 foot building in these areas would be completely out of character, especially in the Union/Cottage Street neighborhood.

Attached are the following:

- Diagram showing the location of Franklin's commercial and business Zoning Districts;
- Zoning Bylaw Amendment 18-818: Maximum Building Height Dimensional Regulations.

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

Location of Franklin's Commercial and Business Zoning Districts



	B
	CI
	CII
	DC
	Commercial District

June 28, 2018
Franklin DPCD

FOR DISCUSSION

District	Current Stories By right	Current Height By right	Stories BY SP	Current Height SP	Proposed Change Special Permit	Proposed Ideas
Industrial	3	40	N/A	60		No Change
Downtown C1	3	40	4	50		
Business C2	3	40	5	60	50	Elim stories Elim stories/reduce height Increase height Increase height

The Cake Bar is 38 feet
 Make same as Downtown
 Municipal building is 37 feet

Business and C2 currently have 3 stories and 40 feet by right. This would change C1, C2 and Business to 50 feet by special permit and eliminate the number of stories by special permit in all zones listed

Why reduce Height in C1-

C1 is at generally along Union Street and Cottage Street. The buildings are generally smaller/short buildings Having a 60 foot building in that neighborhood would be completely out of character C1 on East Central from Ruggles to King street on the East side and to Lewis Street on the West side Having buildings higher than in Downtown makes no sense. Most of the structures are two stories A jump to five stories would be out of character

Business Zone is at the Franklin Village Mall and in two locations on the West side of 495 One at exit 16 and the other at exit 17

Red Final recommendation to be determined by subcommittee

Sponsor: *Administration*

TOWN OF FRANKLIN
ZONING BY-LAW AMENDMENT 18-818:
MAXIMUM BUILDING HEIGHT DIMENSIONAL REGULATIONS
A ZONING BY-LAW TO AMEND THE FRANKLIN TOWN CODE AT
CHAPTER 185, SCHEDULE OF LOT, AREA, FRONTAGE, YARD
AND HEIGHT REQUIREMENTS

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, Attachment 9 Schedule of Lot, Area, Frontage, Yard and Height Requirements:

185 Attachment 9
Schedule of Lot, Area, Frontage, Yard and Height Requirements

District	Minimum Lot Dimensions				Minimum Yard Dimensions			Maximum Height of Building		Maximum Impervious Coverage of Existing	
	Area (square feet)	Continuous Frontage (feet)	Depth (feet)	Lot Width (minimum circle diameter)	Front (feet)	Side (feet)	Rear (feet)	Stories	Feet	Structures	Structures Plus Paving ³
Rural Residential I	40,000	200	200	180 ⁴	40	40	40	3	35	20	25
Residential VI	40,000	200	200	180 ⁴	40	40	40	3	35	20	25
Residential VII ¹¹	40,000	200	200	180 ⁴	40	40	40	3	35	20 ¹²	25 ¹²
Rural Residential II	30,000	150	200	135 ⁴	40	35	35	3	35	20	25
Single Family Residential III	20,000	125	160	112.5	40	25	30	3	35	25	35
Single Family Residential IV	15,000	100	100	90	30	20	20	3	35	30	35
General Residential V	10,000	100	100	90	20	15	20	3	40	30	35
Neighborhood Commercial	18,000	100	100	90	20	30	40	3	35	30	35
Rural Business ¹³	40,000	200	200	180	40	30	40	1.5	30	10	30
Downtown Commercial	5,000	50	50	45	5 ¹⁰	0 ²	15	3 ⁹	40 ⁹	80	90
Commercial I ⁷	5,000	50	50	45	20 ¹	0 ²	15	3 ⁶ 3 ¹⁴	40 ⁶ 40 ¹⁴	90	100
Commercial II	40,000	175	200	157.5	40	30	30	3 ³ 3 ¹⁴	40 ⁶ 40 ¹⁴	70	80
Business	20,000	125	160	112.5	40	20	30	3 ³ 3 ¹⁴	40 ⁶ 40 ¹⁴	70	80
Industrial	40,000	175	200	157.5	40	30 ⁵	30 ⁵	3 ⁶	-	70	80
Limited Industrial	40,000	175	200	157.5	40	30 ⁸	30 ⁸	3 ⁶	40 ⁶	70	80
Office	40,000	100	100	90	20	30 ⁵	30 ⁵	3 ⁶	40 ⁶	70	80

Seabacks: No structure or pole carrying overhead wires shall be put up within 60 feet nor shall a billboard be erected within 100 feet of right-of-way which is 75 feet or more.

NOTES:

- ¹ But no new structure shall be required to provide a deeper yard than that existing on that parcel upon adoption of this amendment.
- ² Increase to 20 feet when abutting a residential district.
- ³ See definition of Upland §185-3, §185-36, Impervious Surfaces and §185-40, Water Resource District.
- ⁴ Within open space developments (see § 185-43), the lot width must be met for individual lots shall be no less than 1/2 those required within the underlying district.
- ⁵ Increase by the common building height of the structure, when abutting a residential use.
- ⁶ **Buildings up to 60 feet in height. Up to 5 stories and/or 60 feet, whichever is greater,** may be permitted by a special permit from the Planning Board.
- ⁷ Permitted residential uses must observe requirements of General Residential V District for residential use building only. Mixed use buildings are exempt from this requirement.
- ⁸ Increase by 1.5 the common building height of a structure, when abutting a residential district or use.
- ⁹ **Buildings up to 50 feet in height. Up to 4 stories and/or 50 feet, whichever is greater,** may be permitted by a special permit from the Planning Board provided the structure is set back at least 15 feet from frontage.
- ¹⁰ Minimum 5' setback required on first floor, street level; upper floors can overhang required first floor set back.
- ¹¹ See §185-50.
- ¹² Total impervious surface in the upland shall be no more than 50% if a special permit for multiple, single-family dwelling units is granted in RVII.
- ¹³ Maximum gross building footprint of non-residential primary use structures is 3,500 square feet.
- ¹⁴ **Buildings up to 50 feet in height may be permitted by a special permit from the Planning Board.**

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: _____, 2018

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

Teresa M. Burr
Town Clerk

ABSTAIN _____

ABSENT _____

Glenn Jones, Clerk