



FRANKLIN TOWN COUNCIL

May 10, 2017

7:00 PM

A. APPROVAL OF MINUTES – April 12, 2017

B. ANNOUNCEMENTS –

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

C. PROCLAMATIONS/RECOGNITIONS -

- *Police Department – Chief Lynch*
- *Firefighter – Chief McCarraher*

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

E. APPOINTMENTS

- *Conservation Commission*
- *Cultural Council*

F. HEARINGS

G. LICENSE TRANSACTIONS -

- BJ's Wholesale Club – Change of Location*
- Liquor World – Transfer of License*
- LaCantina Winery – Farmer's Market License*

H. PRESENTATIONS/DISCUSSIONS

- *Franklin Food Pantry*
- *Safe Coalition*

I. SUBCOMMITTEE REPORTS

J. LEGISLATION FOR ACTION

1. *Resolution 17-23: Appropriation: FY 2017 Operating Budget Transfers (**Motion to Move Resolution 17-23 – Majority Vote (5)**)*
2. *Resolution 17-24: Appropriation: Library Historical Records (**Motion to Move Resolution 17-24 – Majority Vote (5)**)*
3. *Resolution 17-25: Appropriation: Snow & Ice Salaries (**Motion to Move Resolution 17-25 – Majority Vote (5)**)*
4. *Resolution 17-26: Appropriation: Roads/sidewalks/drainage/stormwater and infrastructure, and all costs incidental and related thereto (**Motion to Move Resolution 17-26 – Majority Vote (5)**)*
5. *Resolution 17-27: Appropriation: Turf Field Replacement (**Motion to Move Resolution 17-27 – Majority 2/3 Vote (6)**)*
6. *Resolution 17-28: Appropriation: OPEB Trust Fund (**Motion to Move Resolution 17-28 – Majority Vote (5)**)*
7. *Resolution 17-29: Ratification of the Memoranda of Agreements between the Town of Franklin and Nine Municipal Unions (**Motion to Move Resolution 17-29 – Majority Vote (5)**)*

8. *Resolution 17-30: Acceptance of G.L. Chapter 44, Section 53D, Authorizing a Municipal Revolving Fund for Self-Supporting Recreational and Park Services (Motion to Move Resolution 17-30 – Majority Vote (5))*
9. *Bylaw Amendment 17-789: Amendment to Water System Map – 2nd Reading (Motion to Move Bylaw Amendment 17-789 – Majority Roll Call Vote – (5))*
10. *Bylaw Amendment 17-790: Amendment to Sewer System Map – 2nd Reading (Motion to Move Bylaw Amendment 17-790 – Majority Roll Call Vote – (5))*
11. *Bylaw Amendment 17-791: New Chapter 73, Departmental Revolving Funds – 1st Reading (Motion to Move Bylaw Amendment 17-791 to a 2nd Reading – Majority Vote – (5))*
12. *Zoning Bylaw Amendment 17-792: Use Regulations for Brewery, Distillery, or Winery with a Tasting Room – Referral to Planning Board (Motion to refer Zoning Bylaw Amendment 17-792 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
April 12, 2017**

A meeting of the Town Council was held on Wednesday, April 12, 2017 at the Franklin Municipal Building, 355 East Central Street, Franklin, Massachusetts. Councilors present: Andrew Bissanti, Robert Dellorco, Glenn Jones, Matthew Kelly, Thomas Mercer, Peter Padula, Deborah Pellegri, Judith Pond Pfeffer, Robert Vallee. 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: *March 22, 2017.* ► **MOTION** to **Approve** the March 22, 2017 meeting minutes by **Mercer. SECOND** by **Padula. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.**

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: ► Mr. Bissanti formally recognized the boys Franklin High School Panthers Basketball Team for their performance. He read a proclamation of commendation and noted the coach was named Coach of the Year.

CITIZEN COMMENTS: ► Mr. Joseph Mullen, Vice President of Friends of Franklin Library (FOFL), addressed the Town Council stating that FOFL would be selling bricks to go into the patio area of the Franklin Library. Bricks will be \$50 ea. rather than the normal \$100 ea.; there are many bricks available. For more information, contact Friends of Franklin Library; information is available on their Facebook page or email them. FOFL will be selling bricks around Town, as well. ► Mr. John Perri, 12 Pleasant Street, addressed the Town Council. He lives at the corner of Main Street and Pleasant Street near St. Mary's Church. He discussed the tulip tree on the corner of the property. He provided information packets including pictures to Town Council, Mr. Nutting, DPW Director, and Mr. Cerel. He stated the tree is partially on public property. He read his letter detailing the history of the Town's correspondence with him regarding the tree beginning with a letter from the Franklin DPW on September 21, 2015, relieving the Town of Franklin of any liability for the tree. Mr. Perri noted that he has paid for work done to prune the tree as well as for police details during said tree work. He stated the sidewalk on Pleasant Street around this tree has not been replaced. Furthermore, the DPW did trimming work on the tree and sent Mr. Perri a \$500 bill. He requested the Town Council review the past DPW decision that this tree is on private property. He would like the Town Council to provide guidance and the Town of Franklin to accept the responsibility of removing the tree if it is found to be on public property.

Chairman Kelly stated he would have the Town Administrator look into this and would be back in touch.

APPOINTMENTS: ► ***Franklin Cultural Council.*** Ms. Pfeffer read the appointment. ► **MOTION** to **Appoint** Tamara A. Starr-Perry to serve as a member of the Cultural Council, with an expiration of June 30, 2017 by **Pfeffer. SECOND** by **Mercer. Discussion.** ► Mr. Nutting stated Ms. Starr-Perry would only be appointed for two months as they spent all last year straightening out the terms of all appointed officials. She will be reappointed in June for three years. This is to keep the terms staggered. ► Ms. Starr-Perry said Hello to the Town Council. ► **VOTE: Yes-9, No-0, Absent-0.**

HEARINGS: *None.*

LICENSE TRANSACTIONS: *None.*

PRESENTATIONS/DISCUSSIONS: *Legislative Delegation: Senator Karen Spilka, Senator Richard Ross, Representative Jeffrey Roy.* ► Senator Spilka stated the House budget came out on Monday; the Senate budget will come out in May. They will try to have the finalized budget in June. She provided an overview of this year's budget. A 4.3% revenue increase had been agreed on. Starting in February and continuing in March revenue collections have been down; currently \$220 million under the benchmark. Waiting to see if April turns out better. She stated they have met with experts to find out why revenue is not coming in the way it used to come in when economy was humming. Many other highly industrialized states are experiencing the same issue where the economy seems to be doing better, but revenues are just not coming in. A theory is developing that coming out of 2008 recession many businesses are hiring more part-time workers; there are other reasons as well why revenues may be down. Recognition that maybe next year will be just a little decreased, so they assumed 3.9% revenue which would bring in a little more than \$1 billion in new revenue to spend on local aid and other services. But, the increases in Mass Health/Medicaid portion will be more than \$1 billion resulting in not even having enough to cover the Mass Health increase, let alone local aid. She stated that in the Senate they are looking at ways to afford to give cities and towns the funding they need. For instance, the Governor and the House are looking at changing the sales tax collections. They continue to look in the budget to provide local aid, Chapter 70, needed funds, some help to reimburse the high cost of health care, and continue to provide funds for opioid addiction, substance abuse, and mental health issues. They recognize that transportation and infrastructure, Chapter 90, targeted investments and housing are priorities. ► Senator Ross stated Mr. Nutting's letter regarding 2017-2018 Legislative Priorities provided some helpful suggestions. He highlighted OPEB reform and stated he realizes this is a critical issue. He briefly noted some of the items itemized in Mr. Nutting's letter and mentioned the opioid epidemic. He noted many of the requests for funding were eliminated by 9C cuts by the Governor. There is not much that can be done about the 9C cuts besides addressing the items in the next budget cycle. He noted the Metacomet legislation and stated they are still trying to do a joint communications network between Franklin, Wrentham, Plainville, and Norfolk. He provided a brief overview of some pending legislation. ► Representative Jeff Roy provided a discussion and highlights of the House budget which was released on Monday. He stated the total State budget is \$40.3 billion: 41% of the budget consists of Mass Health and health care reform efforts; 15% goes to local aid; 15% goes to health and human services. The House budget is committed to increasing Chapter 70 aid at least \$30 per student. He discussed that they are looking to determine what is really causing Mass Health costs to increase and which employers are sending people to the Mass Health plan. He reiterated that this is a tight budget. He stated that he submitted an earmark amendment to the budget for \$50,000 to the coalition to fight substance abuse. ► Senator Ross noted the great steps Franklin takes to educate all regarding the substance abuse problem. ► Ms. Pfeffer stated that Franklin is so close to the 10 percent goal on 40Bs; what can the Town do to protect itself from further 40Bs as it causes a stain on police, fire, schools, infrastructure, etc. ► Rep. Roy stated they are debating a bill which would allow communities to count some of their lower priced houses that may not be in a 40B development towards the 10 percent goal; that could provide the relief the Town is looking for. Town Council members asked questions and the legislative delegates responded. ► Mr. Nutting noted that the new 40B developments are being brought in so close together. What can the Town do to get some relief to space out the developments; they cannot absorb so many units into the schools and Town systems at once. How about a reasonable plan for a catchup period? ► Senator Spilka stated she would take this item back for discussion. ► Chairman Kelly reiterated the difficulty for the Town in taking on so many 40Bs in a short period of time. The State is making the Town do this. ► Town Council members and Mr. Nutting continued to discuss with the legislative delegation 40Bs, as well as other topics and questions including OPEB, economic development, substance abuse funding, and 9C cuts.

Chairman Kelly called a three-minute recess.

SUBCOMMITTEE REPORTS: *None.*

LEGISLATION FOR ACTION:

► Mr. Bissanti asked the Town Attorney if he should abstain or recuse himself from this legislative item as his family owns land near this property. ► Chairman Kelly stated it was better to be safe than sorry.

Mr. Bissanti recused himself.

1. **Resolution 17-20: Chapter 61A, Non-Exercise of First Refusal Option – Property located at 4 Mount Street (Motion to Move Resolution 17-20: Majority vote (5)).** Ms. Pfeffer read the resolution. ► **MOTION to Move Resolution 17-20: Chapter 61A, Non-Exercise of First Refusal Option – Property located at 4 Mount Street by Mercer. SECOND by Dellorco. Discussion:** ► Mr. Nutting stated that under Massachusetts tax laws people that have property of more than 5 acres and use it for farming, forestry, or recreation can receive a property tax break on that land. However, when they sell it, the Town has the first right of refusal to purchase. This is a 10-acre parcel on Mount Street isolated from any other Town property and contains two horse barns, trucks, and materials. He recommended passing on the option given the initial cost, potential cleanup costs, and it is not connected to any other Town property. The Town can wait 120 days and the right expires, or Town Council can vote and the owners can move forward with their purchase and sale. ► Chairman Kelly stated the Town Council members did not receive a copy of the purchase and sale in their packets and he would like to have it sent to all members so they can confirm the price of \$365,000 to make sure the Town is not missing out on purchasing land that is actually at a lower price. ► Mr. Nutting stated if property is sold to a private owner, then they must pay the back taxes; there is a formula to calculate the taxes. ► **VOTE: Yes-8, No-0, Absent-0.**

Mr. Bissanti re-entered the meeting.

2. **Resolution 17-21: Compensation Plan, FY 2018 (Motion to Move Resolution 17-21: Majority vote (5)).** Ms. Pfeffer read the resolution. ► **MOTION to Move Resolution 17-21: Compensation Plan, FY 2018 by Mercer. SECOND by Padula. Discussion:** ► Mr. Nutting stated this is to adjust the wage scale of non-union employees based on CPI, collective bargaining agreements, and other personnel data. Recommendation is for a 2 percent increase in the wage scale. ► Ms. Pfeffer stated she had a problem with this; all got increases except the ones that need it most in the G1 level where pay is being reduced. ► Mr. Nutting stated the intent is to not do that; this is a range. The bottom was changed per the Recreation Director that hires 15 and 16-year-olds. ► Ms. Pfeffer stated that she thinks the Town of Franklin can afford to pay the kids \$10 per hour. ► Mr. Jones asked why is the Town below state minimum wage of \$11 per hour. ► Mr. Nutting stated it does not apply to cities and towns. He stated the Town is competitive in the marketplace. ► Ms. Pfeffer made an **Amendment to the Motion to Not Change the Minimum (\$10.00) and Mid-Range (\$11.62) Salaries for G1 positions in the Town of Franklin for the next Fiscal Year.** ► **VOTE: Yes-8, No-1, Absent-0.** (Mr. Padula voted No.) **Discussion (continued):** ► Town Council members asked about specific positions and pay. ► Mr. Padula requested clarification on the amendment just voted on. ► Mr. Nutting clarified. ► **VOTE on Resolution 17-21 as Amended: Yes-9, No-0, Absent-0.**

Mr. Bissanti Recused himself.

3. **Resolution 17-22: Town Council Approval of the Resubmittal of Zoning Bylaw Amendment 16-775: Zoning Map Changes from Rural Residential I to Residential VII of an Area on Summer Street (Motion to Move Resolution 17-22: Majority vote (5)).** Ms. Pfeffer read the resolution. ► Chairman Kelly stated that prior to taking a Motion he would like to read a letter dated April 12,

2017, from Bruce J. Hunchard, 496 Summer Street, that Chairman Kelly received this evening just prior to the Town Council meeting. He read the letter aloud; the letter requested a continuation of this resubmittal request to a Town Council meeting in June 2017. ► **MOTION to Postpone Resolution 17-22: Town Council Approval of the Resubmittal of Zoning Bylaw Amendment 16-775: Zoning Map Changes from Rural Residential I to Residential VII of an Area on Summer Street to June 28, 2017 by Vallee. SECOND by Padula. Discussion:** ► Ms. Pellegrini stated she thought it was ridiculous to postpone because it is just pushing this on and on; she thinks it should be voted on tonight. ► **ROLL CALL VOTE to Postpone Resolution 17-22 to June 28, 2017:** Dellorco-NO; Jones-NO; Kelly-YES; Mercer-NO; Padula-YES; Pellegrini-NO; Pfeffer-NO; Vallee-YES. ► **VOTE: Yes-3, No-5, Absent-0.** (Fails)

► **MOTION to Move Resolution 17-22: Town Council Approval of the Resubmittal of Zoning Bylaw Amendment 16-775: Zoning Map Changes from Rural Residential I to Residential VII of an Area on Summer Street by Pellegrini. SECOND by Dellorco. Discussion:** ► Mr. Mercer stated he has been going back and forth on this. His problem is an ethical issue. The first time this came to the Town Council, it failed. He has a problem with this coming back to the Town Council so quickly. He does not feel the rule and procedure that allows something to come back was put in place for something like this. He is going to vote against it for this reason. He noted he will be bringing up under New Business to review the Town Council's rules and procedures. ► Mr. Padula disagreed with Mr. Mercer and stated he does not see it as an ethical issue. This person wanted to get something through, it was not allowed, it was checked with Town Attorney, it is properly before the Town Council now. He stated he has no issue voting on this. Everyone thinks they can stop a 40B which is a high likelihood of what is going to go there. His vote is not going to change. ► Ms. Pfeffer said she agrees with Mr. Padula. She would rather see 34 high-end condos there than a 40B; the Town will have no control over that whatsoever. ► **ROLL CALL VOTE on Resolution 17-22 (a No vote will not move this forward; a Yes vote will move this forward):** Dellorco-NO; Jones-NO; Kelly-YES; Mercer-NO; Padula-YES; Pellegrini-NO; Pfeffer-NO; Vallee-NO. ► **VOTE: Yes-2, No-6, Absent-0.** (Fails)

Mr. Bissanti re-entered the meeting.

4. *Bylaw Amendment 17-787: Amendment to the Code of the Town of Franklin at Chapter 179, Water – 2nd Reading (Motion to Move Bylaw Amendment 17-787: Majority Roll Call vote (5)).* ► **MOTION to Waive the reading by Jones. SECOND by Vallee. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.** ► **MOTION to Move Bylaw Amendment 17-787: Amendment to the Code of the Town of Franklin at Chapter 179, Water by Mercer. SECOND by Dellorco. Discussion:** ► Mr. Nutting stated this would clearly codify the existing practices of how a water restriction is implemented. Part of it is requirement of water permit from DEP and part of it is way to let folks know as done this summer as we had a severe drought and we had to restrict the use of water in order to protect health and safety. It does not include private wells as earlier discussed. ► **ROLL CALL VOTE:** Bissanti-YES; Dellorco-YES; Jones-YES; Kelly-YES; Mercer-YES; Padula-YES; Pellegrini-YES; Pfeffer-YES; Vallee-YES. ► **VOTE: Yes-9, No-0, Absent-0.**
5. *Zoning Bylaw Amendment 17-788: Definitions. Brewery, Distillery, or Winery with Tasting Room – Referral to Planning Board (Motion to Refer Bylaw Amendment 17-788 to the Planning Board Majority vote (5)).* Ms. Pfeffer read the bylaw amendment. ► **MOTION to Move Zoning Bylaw Amendment 17-788: Definitions. Brewery, Distillery, or Winery with Tasting Room – Referral to Planning Board by Mercer. SECOND by Bissanti. Discussion:** ► Mr. Nutting stated he thinks this was discussed at the EDC as a way, which Jamie had led the charge, to bring a little extra economic development to maybe the downtown or the business area by allowing these activities of brewery and tasting rooms. He thought it was worthy of a discussion and hopefully adoption. ► Mr. Bissanti said

this was discussed at EDC and EDC did endorse this going forward to Town Council. It is already working; there is a man who was doing a brewery in his basement who is now renting commercial space. It is a great concept going forward; he is in favor of it. ► Ms. Pellegrini asked what was the attitude of the police on this. She expressed concern. ► Mr. Hellen stated the Police Chief was asked about two to three months ago. Chief Lynch reached out to communities that had similar initiatives; he reported back that there have been no problems at all in those communities. He noted that with these facilities there is no requirement to have food. ► Mr. Nutting noted that they can only sell what they brew. ► Mr. Cerel explained the license. ► Mr. Bissanti confirmed with Mr. Hellen that this is a State mandate statute that food does not have to be served. ► Mr. Jones said that he liked it.

► **VOTE: Yes-9, No-0, Absent-0.**

Mr. Bissanti recused himself.

6. **Bylaw Amendment 17-789: Amendment to Water System Map – 1st Reading (Motion to Move Bylaw Amendment 17-789 to a 2nd Reading: Majority vote (5)).** Ms. Pfeffer read the bylaw amendment. ► **MOTION to Move** Bylaw Amendment 17-789: Amendment to Water System Map, to a 2nd reading by **Mercer. SECOND** by **Padula. Discussion:** ► Mr. Nutting stated the Town received an application for a water system extension permit from Amego, Inc. to provide water service to 3 Mount Street; the proposal for this 10-acre parcel will be a school for approximately 75 children with autism and intellectual disabilities. DPW recommended drainage and road improvements if approved. It would extend the water line to eight existing homes, as well. ► Mr. John Randall, President & CEO of Amego, Inc., stated that Mr. Nutting summarized the proposal very well. He stated that currently the school is located in Attleboro and serves about 50 children; this would move the current location to Franklin and they could expand to serve an additional 25 students. It is a critical service to districts throughout the area. ► Mr. Bill Masiello, architect for the applicant, provided an overview of the project plans. He noted they would like to include an agricultural component. Possibly in the future they may want to have a farm stand. They would like to incorporate walking trails and paths for the students and staff. Water connection is about 350 ft. away; sewer connection is about 700 ft. away. They are hoping to receive approval. ► Ms. Pfeffer stated the Town Council does not know who Amego, Inc. is. How does the Town Council know they are going to do what they say they are going to do? Are students going to live there? ► Mr. Randall said they do have some residential; they currently have four homes where children can live. They have a day-only component, as well. He stated their finances are public and their rates are set by the State. They currently have a 43,000 sq. ft. building in Attleboro that they own. He reviewed their other buildings. This location in Franklin would be for kids only. They have been around for 45 years. ► Ms. Pfeffer stated the Town Council has been very stringent in extending water and sewer rights. ► Mr. Nutting stated this Resolution is specific to them and specific to a school for autism and intellectual disabilities. He stated this was done once before and they restricted what it could be. ► Mr. Padula questioned a scenario where the proposed development changes and asked what happens to the water line. ► Mr. Nutting and Town Council discussed said scenario. ► Mr. Padula stated he would be in favor of a restrictive covenant in the deed. ► Mr. Randall stated they were planning one group home of approximately six to eight children and the school. ► Mr. Dellorco stated he thinks it is a great idea. ► Ms. Monique Allen, 1 Christine Avenue, asked what would the profile of the main building look like. In addition, she stated she is concerned about water in the Town, wells that need work, potential for future 40Bs, and not having enough water. Is the Town really thinking about water needs? She asked why a development such as this could not put in a private well. ► Mr. Masiello stated the school would teach living skills for people. He described the general plans for vehicle drop off locations, walking trails, and the two-story school building, but noted the specific plans have not been developed. ► Mr. Padula asked Mr. Nutting to further explain the previous resolution regarding water that was just voted on. ► Mr. Nutting stated the previous resolution just spelled out in a comprehensive way the practices that have been instituted in the last 15 years in terms of water permit

from DEP and restricting water use in a drought condition; it codified an existing practice. He stated that if the developer is willing to do the covenant, that would eliminate any concern. He recommended moving this to a second reading and in the meantime discussing proposed covenant with developer and changing language before the final vote. ► Mr. Stephen Valutkevich, 1 Ribero Drive, stated that a recent six home development in the area did not get Town water and this residential home and school will be a much higher draw on the infrastructure. He does not think this proposed development is a good idea. ► Mr. Nutting stated the developer of the six homes on Upper Union Street made no request for Town water extension. ► Mr. Masiello stated a private water supply could not be put in for this use as a school with this capacity. ► **VOTE: Yes-8, No-0, Absent-0.**

7. **Bylaw Amendment 17-790: Amendment to Sewer System Map – 1st Reading (Motion to Move Bylaw Amendment 17-790 to a 2nd Reading - Majority vote (5)).** ► **MOTION to Waive** the reading by Jones. **SECOND** by Dellorco. **No Discussion.** ► **VOTE: Yes-8, No-0, Absent-0.** ► **MOTION to Move** Bylaw Amendment 17-790: Amendment to Sewer System Map, to a 2nd reading by Mercer. **SECOND** by Dellorco. **Discussion:** ► Mr. Padula confirmed that the same covenant restriction would be applied. ► **VOTE: Yes-8, No-0, Absent-0**

Mr. Bissanti re-entered the meeting.

TOWN ADMINISTRATOR’S REPORT: None.

FUTURE AGENDA ITEMS: ► Mr. Bissanti stated he keeps asking to review the Alcohol Awareness Bylaw. ► Chairman Kelly stated that if additional Town Council members other than just Mr. Bissanti request this, he will put it on the agenda; the member(s) would need to send Chairman Kelly an email. ► Ms. Pellegrini stated she has asked before and would like the Ethics Committee to give a presentation. ► Chairman Kelly stated they were looking into this. He stated she was the only Town Council member that requested this. ► Mr. Mercer stated he would like to put on a future agenda, ask administration, or appoint a subcommittee to review the Town Council’s rules and procedures as they have not been looked at in at least 10 years. ► Chairman Kelly asked Mr. Nutting to put this on as a discussion.

COUNCIL COMMENTS: ► Ms. Pellegrini reminded all of the statute dedication on Sunday, May 7, 2017, at 11:00 AM. Coffee and light refreshments will be offered from 10:00 AM; light lunch after statute unveiling. The public is invited; some of the roads in the area will be closed off at the dedication time. They are offering 200 limited edition Horace Mann mugs at \$10.00 each. ► Mr. Padula thanked the Legislative Delegation; they did a wonderful job. ► Mr. Mercer congratulated the High School Basketball team. ► Mr. Jones stated he wants to make sure that the tree Mr. Perri is referring to is looked at. ► Mr. Dellorco thanked the Legislative Delegation, congratulated the basketball team, and wished best of luck to Joseph Connolly who resigned today as the Norfolk County Treasurer. ► Mr. Bissanti stated now that the issue of Zone VII is defeated, he would like to speak to the 40B issue and why we are looking at so many 40Bs. The problem is that there is not the right zoning in Town and the density to attract the kind of development that we need. The doors are open for 40Bs; the Town is at 9.32 percent. People need to understand it is out of the Town Council and Planning Board’s jurisdiction with the 40Bs. ► Ms. Pfeiffer stated the Franklin Library will be gorgeous when it is done. She noted that the patio bricks will be sold at \$50 each; any money to support that effort will go back into the library. ► Chairman Kelly discussed the 30 plus emails he received over the last 10 days regarding zoning item 16-775. He does not mind disagreeing with someone in the Town about what they feel. But, for them to have the opinion that *I moved into this Town and now I don’t want any more building* is wrong. The nine Town Council members work very hard for the citizens. Emails and phone calls with name-calling, profanity, and inappropriate language/behaviors are wrong for citizens of Franklin just because they disagree with Town Council. He stated this is a thankless job, but we do it because we care about Franklin. He hopes people think more about what they say and write.

EXECUTIVE SESSION: *None.*

ADJOURN: MOTION to Adjourn by Mercer. SECOND by Pfeffer. No Discussion. ► VOTE: Yes-9, No-0, Absent-0. Meeting adjourned at 9:17 PM.

Respectfully submitted,

Judith Lizardi
Recording Secretary

➤ PROCLAMATIONS &
RECOGNITIONS

- *Police Department – Chief Lynch*
- *Firefighter – Chief McCarraher*



APPOINTMENTS

Conservation Commission

Jeffrey J. Milne
5 Colt Rd

The Franklin Conservation Commission has recommended the appointment of Jeffrey J. Milne to serve as a member of the Conservation Commission with an expiration of June 30, 2017.

MOTION to ratify the appointment by the Town Administrator of Jeffrey J. Milne to serve as a member of the Conservation Commission.

DATED: _____, 2017

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

Teresa M. Burr
Town Clerk

ABSTAIN _____

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council

Jeffrey J Milne
5 Colt Rd

Franklin Ma 02038
(508)520-0852 | (781)752-7478
jjmilne9@gmail.com

Summary Statement

Retired IT Leader. Seeking to assist organizations implementing ITIL processes within their Information Technology teams.

Experience

Envision Technology Advisors, Providence RI **2016**

Consultant

Advised MBTA on Disaster Recovery procedures for their HP-UX environment.

Compucom, Worcester, Ma **2015**

Program Manager

Responsibilities: Supervised 14 desk top technicians. Coordinated account activities performed by off site desk top engineering team. Responsible for meeting account Service Level Agreements.

Dell Services, Wellesley, Ma **2009 - 2014**

Team Leader

Responsibilities: Team Leader Enterprise Monitoring Group at Harvard Pilgrim Healthcare account. Supervised a six engineer team in Mexico and USA that was responsible for HP Operations Management, Network Node Manager, BPM, Autosys and Tripwire. Responsible for maintaining ITIL standards including managerial approval of change management tickets, resolution and root cause analysis of incident tickets. Utilized Remedy software. Developed documentation of team procedures and mentored new team members.

Team leader of Unix/Linux Group at Harvard Pilgrim Healthcare account. Supervised an international team of 14 engineers located in Mexico, India and USA. Responsible for documenting and enforcing server compliance with all corporate policies. Worked with Security Team in developing runtime standards for Linux services. Utilized CISscan tool to enforce adoption of other industry best practices. Expertise in developing server infrastructure including patching, backups, Disaster Recovery planning and virus scanning. Regularly participated in internal and external audits. Led the migration of HP 9000 environment to Linux and Itanium servers. Led acquisition and installation of Tripwire and Powerbroker applications. Mentored new team members.

Accomplishments: 2014 Recipient of Dell Champion Award. Signified top 10% employee performance. Organized team member responsibilities, reducing request task backlog from 300 to 75 while upgrading software components and trouble shooting application problems. Received Dell Bronze financial award for successfully migrating HP9000 servers to Itanium.

Perot Systems, Wellesley, Ma **1999 - 2009**

Team Leader

Responsibilities: Team Leader HP-UX Group at Harvard Pilgrim Healthcare account. Supervised 6 -8 member team in India and USA. Experience in offshoring server administration. Responsible for all server audits. Developed HP 9000 server infrastructure including patching, backups and Disaster recovery Drills. Responsible for ITIL compliance

Accomplishments: ITIL v3 certified
HP-UX 11 certified

Harvard Pilgrim Health Care, Wellesley, Ma

1987 - 1999

System Administrator/Programmer

Responsibilities: System Administrator HP 9000/HP 3000. Responsible for vendor relationships. Built HP9000 environment. Built DNS environment. Cobol programmer for Pharmacy Dispensing project.

National Shoe/J. Baker, Hyde Park, Ma

1984 - 1987

Programmer

Responsibilities: Developed software for on-line merchandising system.

Rite Aid Pharmacy, Medfield, Ma

1982 - 1985

Store Manager

Responsibilities: Duties included training and supervising store staff.

Mountain Food Shop, Nashua, NH

1981 - 1982

President

Responsibilities: Incorporated a start up business. Sold to private investors.

Store 24, Framingham, Ma

1977 - 1981

Store manager

Responsibilities: Responsible for all store operations. Duties included hiring and training staff.

Accomplishments: Member Management Advisory Group. Continually met company's highest operational objectives.

White Hen, Weymouth, Ma

1976 - 1977

Franchisee

Responsibilities: Responsible for all store operations. Duties included hiring and training staff.

Accomplishments: Increased sales 60%.

Merrill Lynch, Providence, RI

1975 - 1976

Account Executive

Responsibilities: Advised clients on investment decisions.

Accomplishments: Extensive training in corporate finance, accounting, investment analysis and investment markets

Industrial National Bank, Providence, RI

1973 - 1975

Account Executive

Responsibilities: Management Trainee. Duties included selling financial services to retailers. Loan Executive to 1973 Southeastern New England United Way campaign.

Jordan Marsh, Braintree, Ma

1970 - 1973

Head Salesperson

Responsibilities: Head Salesperson for Men's Departments..

Accomplishments: Commendation for "Outstanding Salesmanship and Customer Service".

Education, Professional Development and Training

BSBA Marketing/Finance emphasis in retailing, Boston University - Boston, Ma
Diploma in Business Prog Cobol, Computer Processing Institute - Woburn, Ma



APPOINTMENTS

Franklin Cultural Council

Phyllis M. Smith
8 Independence Way, 409

The Franklin Cultural Council has recommended the appointment of Phyllis M. Smith to serve as a member of the Franklin Cultural Council with an expiration of June 30, 2020.

MOTION to ratify the appointment by the Town Administrator of Phyllis M. Smith to serve as a member of the Franklin Cultural Council.

DATED: _____, 2017

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

Teresa M. Burr
Town Clerk

ABSTAIN _____

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council

PHYLLIS M. SMITH

8 Independence Way #409 • Franklin, MA 02038 • psmith7894@gmail.com • 617-335-8347

SENIOR PROJECT MANAGER

- Skilled dynamic project manager with experience managing multiple concurrent projects consisting of cross functional and distributed teams with an emphasis on managing projects using both Waterfall and Agile methodologies. Expertise in End to End Project Management through the full SDLC.
- Completed 5 projects medium to large sized projects through full project life cycle. All projects completed on time, within approved project budget and providing desired business value.
- Managed the creation proposals and specifications for client database projects for a \$2 million territory of corporate accounts in the retail, health-care and financial services industries.
- Collaboratively worked with managers across the enterprise to establish a project management knowledge base SharePoint site for over 700 projects managers in the enterprise PMO.
- Completed a \$10-million-dollar website migration and redesign project on time and within budget.

KEY COMPETENCIES

- Agile/SCRUM
 - Risk Management
 - Clarity
 - SDLC
 - Stakeholder Management
 - MS Project
 - Waterfall/PMI
 - Change Management
 - JIRA
-

PROFESSIONAL EXPERIENCE

PROJECT MANAGER TUFTS HEALTH PLAN

2016-Present
Watertown, MA

A health insurance provider providing commercial and individual insurance plans in MA, RI and NH.

- Managing medium to large departmental and enterprise level projects for the Health Plans Product Management department.
- Facilitating project status meetings, project kick off and project charter development and creation and management of project schedules. Managing projects through full SDLC, Project and Product Lifecycles, utilizing both Agile and Waterfall methodologies.
- Overseeing the creation of project deliverables, quality control, risk management and integrated change control ensuring that project deliverables meet stakeholder expectations; Conducting project closure through documentation of lessons learned and archival of project documents.
- Currently leading a Daily Reporting Process Redesign Project and a Health Plan Service Expansion Implementation Program.

SENIOR PROJECT MANAGER CVS CAREMARK

2013-2016
Woonsocket, RI

A retail pharmacy, pharmacy benefit management and retail products company

- Managed large complex projects with cross-functional teams consisting of multiple business units in a highly matrixed environment with various internal and external stakeholders.
- Completed 5 projects medium to large sized projects through full project life cycle. All projects completed on time, within approved project budget and providing desired business value.
- Expertise in End to End Project Management through the complete SDLC; Conducted weekly meetings for the timely task, milestone and deliverable tracking for both technology and business projects.
- Managed stakeholder relationships across different business units including Finance, Operations, Premium Billing, Reconciliation, Logistics Supply Chain, and Strategic Procurement.

PROJECT MANAGER

2010-2013

FIDELITY INVESTMENTS/INDEPENDENT CONSULTANT

Smithfield, RI

A premier financial services company specializing in personal and workplace investment solutions

- Managed cross-functional teams of technical specialists, software developers and architects, supplied project planning, budget, schedule and communications management for a premier \$25-million-dollar client base including Fidelity Investments, Thomson Reuters, and John Hancock.
- Completed 2 small to medium sized projects through full project life cycle. All projects completed on time, within approved project budget and providing desired business value.
- Completed a \$10-million-dollar website migration and redesign project on time and within budget.

PROGRAM MANAGER

2007-2010

CAMBRIDGE COMMUNITY TELEVISION

Cambridge, MA

A public forum for residents, businesses, and organizations to use television to actively participate in media.

- Managed a cross functional team in the production and planning of 150+, 28-minute television programs
- Produced weekly live television shows, planning programs, coordinating with production staff, and researching topics to provide commentary and material. Controlled television shoots, managing the storage of media and presentation; strategically planned episodes based on audience ratings, forecasted costs, and production goals.
- Fostered concept development for live weekly broadcasting, creating diverse shows; reaching a viewing audience of 100,000.

ACCOUNT MANAGER

2006-2007

IBM

Waltham, MA

A provider of new business designs and technical architectures for clients based on continuous global connection.

- Guided a cross-functional team of up to 20 account managers, IT specialists, and subject matter experts in a matrix environment; created proposals and specifications for client IT database projects for a \$2 million territory of retail accounts: Staples, TJX, BJ's Wholesale and LL Bean.
- Negotiated and sold \$250,000 in information management software to a major retailer; executed a pre-existing marketing plan, monitoring status and updating actions per customer need.

EDUCATION**Master of Business Administration** | SIMMONS COLLEGE, BOSTON, MA**Bachelor of Science in Industrial Psychology** | UNIVERSITY OF GEORGIA, ATHENS, GA

PROFESSIONAL AFFILIATIONS*Member-National MBA Association, Boston Chapter**Member-Health Business Women's Association**Member-Toastmasters International**Member-Project Management Institute, Central Mass Chapter*

TECHNICAL SKILLS

Microsoft Office Suite (Word, Power Point, Excel, Visio, Project, Outlook) | JIRA | Salesforce | Clarity

LICENSE TRANSACTIONS

- BJ's Wholesale Club – Change of location
- Liquor World – Transfer of License
- LaCantina Winery – Farmer's Market License

Memo

To: Town Council
From: Maxine Kinhart
cc: Jeffrey Nutting
Date: April 25, 2017
Re: BJ's License Transfer

As you recall, this transaction was before you on March 1, 2017 and you approved the transfer of the license owned by Brunelli Industries, Inc. dba Anne's Market to Mormax Corporation dba BJ's Wholesale Club.

On Tuesday, April 18, the ABCC sent a recommendation of the Investigator taking no action on the application and asking for a resubmittal. The applicant's original submittal did not include a vote to approve the Change of Location. The ABCC stated that the Change of Location transaction must be approved in addition to the Transfer of License.

The Change of Location transaction requires a Legal Notice and a mailing to abutters. This has been done and the request for approval of the Change of Location is before you tonight and will be resubmitted as per the instructions from the ABCC.



License Transactions:

Applicant: Mormax Corporation d/b/a BJ's Wholesale Club

The applicant is seeking a Transfer of License from Brunelli Industries, Inc., d/b/a Anne's Country Market with Change of Location from 451 West Central Street to 100 Corporate Drive, Franklin, MA.

All Departments have signed off on this application.

MOTION to approve the request by Mormax Corporation d/b/a BJ's Wholesale Club for a Transfer of License and Change of Location of the License currently held by Brunelli Industries, Inc. d/b/a Anne's Country Market to be relocated from 451 West Central Street to 100 Corporate Drive, Franklin, MA.

DATED: _____, 2017

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

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

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: NO FEE

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

00039-PK-0430

LICENSEE NAME:

Mormax Corporation

ADDRESS:

25 Research Drive

CITY/TOWN:

Westborough

STATE MA

ZIP CODE

01581

TRANSACTION TYPE (Please check all relevant transactions):

For Reconsideration

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

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

RECOMMENDATION OF THE INVESTIGATOR

LICENSEE: Mormax Corporation

CITY/TOWN: Franklin

APPLICATION FOR: () New License () New Officer/Director () Pledge of License (x) Transfer of License () Change of Location () Pledge of Stock () Alter Premises () Change of Manager () Other:

I have reviewed the application and recommend APPROVAL

I have reviewed the application and recommend DISAPPROVAL.

Other recommendation - Return No Action

Resubmit Under Reconsideration with the Following List of Correction, Clarification and or Documentation:

The submitted application is for a transfer of license. Based upon the applicant's documentation the applicant is also requesting approval for a change of location. The local board did not approve the requested for a change of location.

Upon approval of the local licensing authority please resubmit for reconsideration

All required documentation **must** be resubmitted to the local licensing authority. The local licensing authority, upon review and approval will forward to the ABCC.

Rosemary Egan-Bailey, Investigator

April 14, 2017
Date



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

00039-PK-0430
ABCC License Number

Franklin
City/Town

02/06/2017
Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):

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

APPLICANT INFORMATION

Name of Licensee: Mormax Corporation D/B/A: BJ's Wholesale Club

ADDRESS: 25 Research Drive CITY/TOWN: Westborough STATE: MA ZIP CODE: 01581

Manager: Gerard A. Charbonneau

Granted under Special Legislation? Yes No

If Yes, Chapter
of the Acts of (year)

<u>\$15 Supermarket</u> <small>(i.e. restaurant, package store)</small>	<u>Annual</u> <small>(Annual or Seasonal)</small>	<u>Wines and Malt Beverages</u> <small>(i.e. Wines and Malts / All Alcohol)</small>
Type	Class	Category

LOCAL LICENSING AUTHORITY DECISION

Please indicate the decision of the Local Licensing Authority: Approves this Application

Please indicate what days and hours the licensee will sell alcohol: Mon-Sat: 8:00 am - 10:00 pm
Sun: 10:00 am - 8:00 pm

If **Approving With Modifications**, please indicate below what changes the LLA is making:

Please indicate if the LLA is downgrading the License Category (approving only Wines and Malts if applicant applied for All Alcohol):

<u>Changes to the Premises Description</u>	Indoor Area Total Square Footage <u> </u>	Floor Number	Square Footage	Number of Rooms
Patio/Deck/Outdoor Area Total Square Footage <u> </u>	Number of Entrances <u> </u>			
Seating Capacity <u> </u>	Number of Exits <u> </u>			

Abutters Notified: Yes No Date of Abutter Notification: 04/27/2017 Date of Advertisement: 04/25/2017

Please add any additional remarks or conditions here:

Check here if you are attaching additional documentation

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

Judith Pond Pfeffer
Clerk 05/10/2017
Franklin Town Council Date APPROVED by LLA



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

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 licensee'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
Christopher Baldwin, President BJ's	Officer	0%	
Robert Eddy, President Mormax	Officer	0%	

For additional space, please use next page

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest
Arlene Feldman, Secretary Mormax	Officer	0%	
Graham Luce, Secretary BJ's	Officer	0%	
Kristyn Sugrue, VP BJ's	Officer	0%	
BJ's Wholesale Club, Inc. (BJ's)	Stockholder	100% of Mormax	
Beacon Holding Inc. (Beacon)	Stockholder	100% of BJ's	

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	Patio/Deck/Outdoor Area Total Square Footage
1	108,503	1 main room, building	N/A
		includes non-public	Indoor Area Total Square Footage
		receiving, meat, deli and	108503
		bakery prep, tire bay and	Number of Entrances
		office mezzanine	1
			Number of Exits
			1
			Proposed Seating Capacity
			N/A
			Proposed Occupancy
			3032

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:	Mormax Corporation	FEIN:	
DBA:	BJ's Wholesale Club	Fax Number:	508-986-7153
Primary Phone:	774-512-7400	Email:	LegalNotices@bjs.com
Alternative Phone:	774-512-5845	Legal Structure of Entity	Corporation

Business Address (Corporate Headquarters)

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

Street Number:	25	Street Name:	Research Drive
City/Town:	Westborough	State:	MA
Zip Code:	01581	Country:	USA

Mailing Address

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

Street Number:	25	Street Name:	Research Drive
City/Town:	Westborough	State:	MA
Zip Code:	01581	Country:	USA

Is the Entity a Massachusetts Corporation? Yes No

If no, is the Entity registered to do business in Massachusetts? Yes No

If no, state of incorporation

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
Mormax Corporation	\$15 Off Premises	00091-PK-1244	Attleboro
Mormax Corporation	\$15 Off Premises	00103-PK-0220	Chicopee
Mormax Corporation	\$15 Off Premises	02680-RS-0266	Dartmouth
Mormax Corporation	\$15 Off Premises	00033-PK-0274	Dedham
Mormax Corporation	\$15 Off Premises	00051-PK-0902	Northborough
Mormax Corporation	\$15 Off Premises	00041-PK-1244	Stoughton

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

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	N/A
B. Purchase Price for any Business Assets	\$120,000.00
C. Costs of Renovations/Construction	\$10,000.00
D. Purchase Price of Inventory	\$20,000.00
E. Initial Start-Up Costs	
F. Other (Please specify)	
G. Total Cost (Add lines A-F)	\$150,000.00

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
Mormax Corporate Funds	\$150,000.00
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

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

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

APPLICANT'S STATEMENT

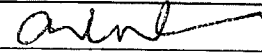
I, Arlene C. Feldman the: sole proprietor; partner; corporate principal; LLC/LLP member
Authorized Signatory

of Mormax Corporation, hereby submit this application for Package wine and malt beverage permit
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: 
Arlene C. Feldman/Secretary

Date: 2/3/2017

Title: Secretary, Mormax Corporation



License Transactions:

Applicant: Dharma Bhakti Corporation d/b/a Liquor World

The applicant is seeking a Transfer of the all alcoholic beverages package store license from Shorey Inc. d/b/a Liquor World. The applicant is seeking a Pledge of License and stock. The License Manager will be Nitant N. Raval.

License will be held until all Departments have signed off on this application.

MOTION to approve the request by Dharma Bhakti Corporation d/b/a Liquor World for a Transfer of the License currently held by Shorey, Inc. d/b/a Liquor World, approve the Pledge of the license and stock, and approve the Manager, Nitant N. Raval.

DATED: _____, 2017

VOTED:

UNANIMOUS _____

YES _____ NO _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

00037-PK-0430

Franklin

04/11/2017

ABCC License Number

City/Town

Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):

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

APPLICANT INFORMATION

Name of Licensee: D/B/A:

ADDRESS: CITY/TOWN: STATE: ZIP CODE:

Manager:

Granted under Special Legislation? Yes No

If Yes, Chapter of the Acts of (year)

Type: (i.e. restaurant, package store)

Class: (Annual or Seasonal)

Category: (i.e. Wines and Malts / All Alcohol)

LOCAL LICENSING AUTHORITY DECISION

Please indicate the decision of the Local Licensing Authority:

Please indicate what days and hours the licensee will sell alcohol:

If Approving With Modifications, please indicate below what changes the LLA is making:

Please indicate if the LLA is downgrading the License Category (approving only Wines and Malts if applicant applied for All Alcohol):

Changes to the Premises Description	Indoor Area	Floor Number	Square Footage	Number of Rooms
Total Square Footage	<input type="text"/>			
Patio/Deck/Outdoor Area Total Square Footage	<input type="text"/>			
Number of Entrances	<input type="text"/>			
Seating Capacity	<input type="text"/>			
Number of Exits	<input type="text"/>			

Abutters Notified: Yes No

Date of Abutter Notification:

Date of Advertisement:

Please add any additional remarks or conditions here:

Check here if you are attaching additional documentation

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

Judith Pond Pfeffer
Clerk
Franklin Town Council

Date APPROVED by LLA



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

Print Form

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

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

ECRT CODE: RETA

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

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

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

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

LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

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

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

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



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

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)

Dharma Bhakti Corporation

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:

00037-PK-0430

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?

Purchase

3. LICENSE INFORMATION / QUOTA CHECK

City/Town

Franklin

On/Off-Premises

Off-Premises

TYPE

\$15 Package Store

CATEGORY

All Alcoholic Beverages

CLASS

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: Matthew

Middle: S.

Last Name: Porter

Title: Attorney

Primary Phone: 508-238-2510

Email: mporter@clozers.com

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
Nitant N. Raval	Secretary/Director	15%	N/A
Kaushal B. Vyas	Director	15%	N/A

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest
Jayshilkumar H. Patel	Pres., Treas., Director	40%	N/A
Jignesh Pachani	Director	30%	N/A

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	Patio/Deck/Outdoor Area Total Square Footage
1	9,670	2	<input type="text" value="N/A"/>
			Indoor Area Total Square Footage <input type="text" value="9,670"/>
			Number of Entrances <input type="text" value="1"/>
			Number of Exits <input type="text" value="3"/>
			Proposed Seating Capacity <input type="text" value="N/A"/>
			Proposed Occupancy <input type="text" value="N/A"/>

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:	Dharma Bhakti Corporation	FEIN:	82-1073813
DBA:	Liquor World	Fax Number:	508-238-2309
Primary Phone:	978-495-1521	Email:	jayunice@gmail.com
Alternative Phone:	978-654-3706	Legal Structure of Entity	Corporation

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

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

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

Street Number:	25	Street Name:	West Maple Street
City/Town:	Milford	State:	MA
Zip Code:	01757	Country:	USA

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 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

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
N/A				

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

Do you have direct, indirect, or financial interest in this license? 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

If yes, percentage of interest

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

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

Officer Sole Proprietor
 Stockholder LLC Manager
 LLC Member Director
 Partner Landlord
 Contractual Revenue Sharing
 Management Agreement Other

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

Sarthi Convenience Inc. DBA
 Norfolk Food Mart

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
2002-Current	Owner/Manager	Norfolk Food Mart	10 Rockwood Road, Norfolk, MA	508-528-1082

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
N/A				

Manager of Record Experience – Nitant N. Raval

2002-Current – Norfolk Food Mart – 10 Rockwood Road, Norfolk, MA

Cashier, Manager and as of 2015, the Owner of Norfolk Food Mart, a convenience store with an All Alcohol Package Store License. STOP Alcohol Certified Manager (Certificate attached).

This card certifies satisfactory completion of training
in the S.T.O.P. Alcohol Awareness Server Program.

Issued: 05/05/2016

Code: 16 - 111

Name:

Nitant N. Raval

25 West Maple Street

Milford, MA 01757



SERVER TRAINING ON PREMISE

Expiration Date: 05/05/2019

Instructor: Frank J. Faubert 401-943-5454

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	N/A
B. Purchase Price for any Business Assets	850,000.00
C. Costs of Renovations/Construction	N/A
D. Purchase Price of Inventory	250,000.00
E. Initial Start-Up Costs	N/A
F. Other (Please specify)	N/A
G. Total Cost (Add lines A-F)	1,100,000.00

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
Nitant Raval	\$10,000.00
Kaushal Vyas	\$10,000.00
Jayshilkumar H. Patel	\$10,000.00
Jignesh Pachani	\$10,000.00
Total	\$40,000.00

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
Rockland Trust Company	310000	N/A	
Shorey, Inc.	500000	Yes	00037-PK-0430
Shorey, Inc.	250000	Yes	00037-PK-0430
Total:	1,060,000.00		

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

APPLICANT'S STATEMENT

I, Jayshilkumar H Patel the: sole proprietor; partner; corporate principal; LLC/LLP member
Authorized Signatory

of Dharma Bhakti, hereby submit this application for Transfer and Pledge of 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: 04/05/2017

Title: President

ALCOHOLIC BEVERAGES CONTROL COMMISSION

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

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

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

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

Salutation First Name Middle Name Last Name Suffix

Title: Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Fax Number

Alternative Phone:

Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Mailing Address

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

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Types of Interest (select all that apply)

- Contractual Director Landlord LLC Manager
- LLC Member Management Agreement Officer
- Partner Revenue Sharing Sole Proprietor Stockholder 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 or indirect interest in the proposed licensee? Direct Indirect

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

40%

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
N/A	

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
Jay Harikrupa Inc.	§15 Off Premises	00016-PK-1304	300 N. Main Street, Uxbridge, MA 01569
Bapa Ne Sang Corporation	§15 Off Premises	00025-PK-0108	97 Main Street, Blackstone, MA 01504
Swamibapagunatit Corp	§15 Off Premises	00154-PK-0388	340 Rhode Island Avenue, Fall River, MA 02721

Familial Beneficial Interest

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

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

Prior Disciplinary Action

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

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

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

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

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Salutation First Name Middle Name Last Name Suffix

Title: Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Fax Number

Alternative Phone:

Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Mailing Address

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

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Types of Interest (select all that apply)

Contractual Director Landlord LLC Manager

LLC Member Management Agreement Officer

Partner Revenue Sharing Sole Proprietor Stockholder 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 or indirect interest in the proposed licensee? Direct Indirect

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

30%

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
N/A	

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
Eva Maraswami Corp	§15 Off Premises	00071-PK-1264	43 Tremont Street, Taunton, MA
Bapanu Corp	§15 Off Premises	00043-PK-0766	270 Main Street, Milford, MA
Tulsi Corp	§15 Off Premises	00226-PK-1508	634 Chandler Street, Worcester, MA
Om Shree Krishnay Inc.	§15 Off Premises	00251-PK-1508	725 Grafton Street, Worcester, MA

Familial Beneficial Interest

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

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

Prior Disciplinary Action

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

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

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

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

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Salutation First Name Middle Name Last Name Suffix

Title: Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Fax Number

Alternative Phone:

Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Mailing Address

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

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Types of Interest (select all that apply)

- Contractual Director Landlord LLC Manager
- LLC Member Management Agreement Officer
- Partner Revenue Sharing Sole Proprietor Stockholder 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 or indirect interest in the proposed licensee? Direct Indirect

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

15%

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
N/A	

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
Bapa Ne Sang Corporation	§15 Off Premises	00025-PK-0108	97 Main Street, Blackstone, MA 01504

Familial Beneficial Interest

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

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

Prior Disciplinary Action

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

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

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

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

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Salutation First Name Middle Name Last Name Suffix

Title: Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Fax Number

Alternative Phone:

Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Mailing Address

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

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Types of Interest (select all that apply)

- Contractual
- Director
- Landlord
- LLC Manager
- LLC Member
- Management Agreement
- Officer
- Partner
- Revenue Sharing
- Sole Proprietor
- Stockholder
- 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 or indirect interest in the proposed licensee? Direct Indirect

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

15%

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
N/A	

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
Bapa Ne Sang Corporation	\$15 Off Premises	00025-PK-0108	97 Main Street, Blackstone, MA 01504
Sarathi Convenience, Inc.	\$15 Off Premises	00007-PK-0818	10 Rockwood Road, Norfolk, MA 02056

Familial Beneficial Interest

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

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

Prior Disciplinary Action

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

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

DEPARTMENT OF HOMELAND SECURITY



No. 38024059

DEPARTMENT OF HOMELAND SECURITY

Personal description of holder as of date of naturalization:

Date of birth: DECEMBER 23, 1973

Sex: MALE

Height: 5 feet 8 inches

Marital status: MARRIED

Country of former nationality: INDIA

U.S.C.I.S. Registration No. A203135695

I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

Milant Raval
(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Secretary of Homeland Security

at: BOSTON, MASSACHUSETTS

The Secretary having found that:

NITANT NATUBHAI RAVAL

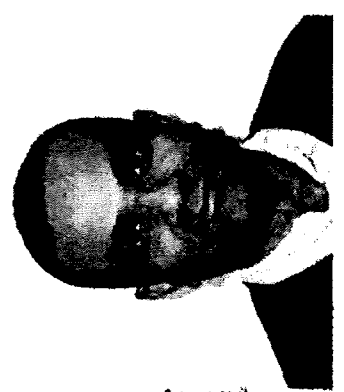
residing at: MILFORD, MASSACHUSETTS

having complied in all respects with all of the applicable provisions of the naturalization laws of the United States, being entitled to be admitted as a citizen of the United States, and having taken the oath of allegiance at a ceremony conducted by

U.S. DISTRICT COURT - DISTRICT OF MASSACHUSETTS

at: BOSTON, MASSACHUSETTS on: MARCH 03, 2016

such person is admitted as a citizen of the United States of America.



Milant Raval

Jan Shing

U. S. Citizenship and Immigration Services

ALTERATION OR MISUSE OF THIS DOCUMENT IS A FEDERAL OFFENSE AND PUNISHABLE BY LAW

DEPARTMENT OF HOMELAND SECURITY

CORPORATE RESOLUTION

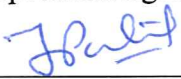
SECRETARY'S CERTIFICATE


The undersigned, Secretary of Dharma Bhakti Corporation (the "Corporation"), hereby certifies that at a special meeting of the Board of Directors of said Corporation duly called for the purpose at which meeting all of the required Directors were present and voting throughout and at a special meeting of the Stockholders of said Corporation, duly called for the purpose (notice thereof having been given to all Stockholders whether or not entitled to vote) at which meeting all Stockholders entitled to vote were present or represented by proxy, the following resolutions were properly adopted:

To make, execute, seal, acknowledge and deliver, in the name of this Corporation, applications, forms, and all other instruments, documents and agreements required in connection with the purchase of the business located at 365 West Central Street, Franklin, MA including any and all documents related to applying for a liquor license transfer, a Pledge of License and appointing Nitant N. Raval as a manager of record.

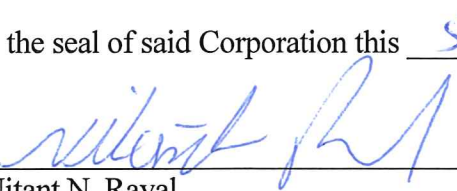
That all resolutions relative to the authority of any officer or other agent to act on behalf of this Corporation in any dealing or transaction with the Secured Party shall remain in full force and effect until written notice of modification thereof shall be received by Secured Party and that the Secured Party may conclusively rely on the signatures of the officers or agents designated in such resolutions until notified in writing by the Secretary of this Corporation of any change in such officers or agents and thereafter the Secured Party may conclusively rely on the signatures of the successors in office."

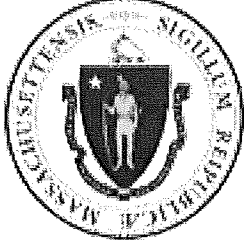
I further certify that the foregoing resolution has not been altered, amended or rescinded but remains in full force and effect and that the persons currently authorized and empowered to act thereunder and their specimen signatures are as follows:

President 
Name: Jayshilkumar H. Patel, President

Treasurer 
Name: Jayshilkumar H. Patel, Treasurer

WITNESS my hand and the seal of said Corporation this 5 day of April, 2017

, Secretary
Nitant N. Raval



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001267884

ARTICLE I

The exact name of the corporation is:

DHARMA BHAKTI CORPORATION

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

TO ENGAGE IN THE CONVENIENCE STORE/PACKAGE STORE BUSINESS AND THE SALE OF SUCH OTHER ITEMS AS ARE CONSIDERED INCIDENTAL TO THE CONDUCT OF THE BUSINESS; TO ENGAGE IN THE SALE OF BEER, WINE AND LIQUORS, TO BE SOLD AT RETAIL AND TO BE CONSUMED OFF THE PREMISES ONLY, IN CONJUNCTION WITH THE CONVENIENCE AND/OR A RETAIL BUSINESS; TO BUY, SELL, OWN AND LEASE REAL ESTATE IN CONNECTION WITH THE AFORESAID BUSINESS; AND IN ADDITION THERETO, TO DO ANYTHING WHICH BUSINESS CORPORATIONS MAY LEGALLY DO UNDER THE PROVISIONS OF CHAPTER 156D OF THE GENERAL LAWS.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	10,000	\$0.00	1,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

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

THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. THE DIRECTORS MAY MAKE, AMEND OR REPEAL THE BY-LAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY LAW OR THE BY-LAWS REQUIRES ACTION BY THE STOCKHOLDER.

ARTICLE V

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

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

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

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

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

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: NITANT N. RAVAL
 No. and Street: 25 WEST MAPLE STREET
 City or Town: MILFORD State: MA Zip: 01757 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	JAYSHILKUMAR H. PATEL	322 DARTMOUTH WOODS DRIVE N. DARTMOUTH, MA 02747 USA
TREASURER	JAYSHILKUMAR H. PATEL	322 DARTMOUTH WOODS DRIVE N. DARTMOUTH, MA 02747 USA
SECRETARY	NITANT N. RAVAL	25 WEST MAPLE STREET MILFORD, MA 01757 USA
DIRECTOR	JAYSHILKUMAR H. PATEL	322 DARTMOUTH WOODS DRIVE N. DARTMOUTH, MA 02747 USA
DIRECTOR	NITANT N. RAVAL	25 WEST MAPLE STREET MILFORD, MA 01757 USA
DIRECTOR	KAUSHAL B. VYAS	4 NAZNEEN CIRCLE HOPKINTON, MA 01748 USA
DIRECTOR	JIGNESH PACHANI	3 CRONIN BROOK WAY

d. The fiscal year end (i.e., tax year) of the corporation:
January

e. A brief description of the type of business in which the corporation intends to engage:

LIQUOR STORE

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 365 WEST CENTRAL STREET
City or Town: FRANKLIN State: MA Zip: 02038 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 365 WEST CENTRAL STREET
City or Town: FRANKLIN State: MA Zip: 02038 Country: USA

which is

its principal office an office of its transfer agent
 an office of its secretary/assistant secretary its registered office

Signed this 4 Day of April, 2017 at 12:07:50 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

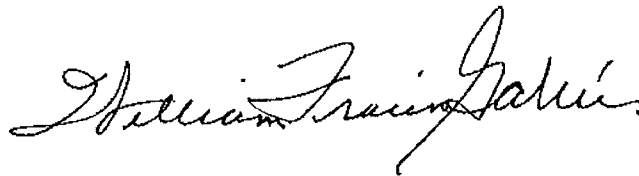
JAYSHILKUMAR PATEL

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

April 04, 2017 12:06 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

April 4, 2017

Dharma Bhakti Corporation
Jayshil Patel, President
365 West Central Street
Franklin, MA 02038

RE: Liquor Store located @ 365 West Central Street, Franklin, MA

Dear Jayshil

We are pleased to inform you that *Rockland Trust Company* (the "Bank") has pre-approved your application for a \$310,000.00 secured term loan. The loan will be subject to the following terms and conditions:

BORROWER: Dharma Bhakti Corporation

ORIGINAL LOAN AMOUNT: \$310,000.00

MATURITY: Seven years from the date of the loan.

INTEREST RATE: Final interest rate is to be set 10 days prior to closing.

MONTHLY PAYMENT: Principal and interest payments sufficient to amortize the loan over a seven year amortization schedule.

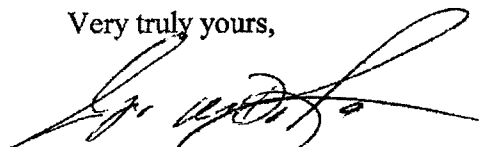
COLLATERAL: Collateral for the loan will be determined after complete underwriting has been completed.

GUARANTEE: The loan shall be guaranteed by any individual owner of the corporation who maintains an interest in excess of 20%.

COSTS: The Borrower will pay all related closing costs associated with this closing.

CLOSING: The closing of the loan must occur no later than July 30, 2017.

Very truly yours,



Sergio M. DoRego
Vice President

Promissory Note – Liquor World Franklin

U.S. \$500,000.00

_____, Massachusetts

1. In return for a loan received, Dharma Bhakti Corporation, 365 West Central Street, Franklin, MA 02038, a Massachusetts business corporation, (the "Borrower") promises to pay U.S. \$500,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Shorey, Inc., 365 West Central Street, Franklin, MA 02038, a Massachusetts business corporation. The Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."
2. Interest will be charged on unpaid principal at a yearly rate of 5.0% until the full amount of principal has been paid. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal is outstanding.
3. Borrower will pay principal and interest by making payments of \$9,454.78 every month, beginning sixty days from this date and on the same date of each successive month until all of the principal and interest and any other Note charges have been paid. Monthly payments will be applied to interest before principal. If, five years and one month from the date of this Note Borrower still owes amounts under this Note, Borrower will pay those amounts in full on that date, which is called the "maturity date."
4. Borrower will make monthly payments by direct deposit pursuant to instructions given by the Note Holder, which instructions may be amended from time to time. Initial instructions as follows: payment shall be made to Dean Bank, 21 Main Street, Franklin, MA 02038, routing number 211372035, Shorey, Inc. Account No. 2000922829.
5. If Borrower wishes to make a full or partial prepayment of principal, Borrower shall so notify the Note Holder who will inform Borrower of the prepayment penalty for any such prepayment, and Borrower may then determine whether to make such prepayment before the next Note payment is due.
6. If the Note Holder has not received the full amount of any monthly payment by the end of three calendar days after the date it is due, Borrower will pay a late charge to the Note Holder of 5% of the overdue payment of principal and interest.
7. If Borrower is in default and remains in default for three days on three or more occasions in any twelve month period, the full amount of principal which has not been paid and all the interest owed on that amount shall thereupon be due and payable in full and paid

within 15 days. During the time of any default which remains uncured within three days, interest on the unpaid principal balance shall be charged at a yearly rate of 9%.

8. The Note Holder shall have the right to be paid for all of its costs and expenses in enforcing this Note, including reasonable attorneys' fees.
9. If more than one Borrower signs this Note, each Borrower is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any guarantor, surety or endorser of this Note is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each signer individually or against all signers together.
10. Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.
11. This Note is secured by a security interest in all the assets of the Business known as Liquor World located at 365 West Central Street, Franklin, MA 02038 described in the Security Agreement executed this date by the Borrower and by a Pledge of the liquor license of the Business.
12. This Note is guaranteed by the Officers and Directors of the Borrower:
Jayshilkumar H. Patel, _____ of 1 W _____, Franklin, MA 02747
Nitant N. Raval, 25 _____
Jignesh Pachani, _____
Kaushal B. Vyas, 4 _____
pursuant to the Personal Guarantees executed this date by each such Guarantor.

BORROWER: Dharma Bhakti Corporation

By _____
Jayshilkumar H. Patel, President

WITNESSED by: _____

Date: _____, 2017

**ASSIGNMENT AND PLEDGE OF LIQUOR LICENSE
AND ALCOHOL INVENTORY**

This ASSIGNMENT AND PLEDGE (this "Assignment") is entered into on the _____ day of _____, 2017 by Dharma Bhakti Corporation, a corporation organized under the laws of the Commonwealth of Massachusetts and having its principal office at 365 West Central Street, Franklin, MA 02038 (hereinafter called "Pledgor") in favor of Shorey, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts and having its principal office at 365 West Central Street, Franklin, MA 02038, (hereinafter called the "Lender").

In consideration, of financial accommodations made or to be made by Lender to Pledgor, the Pledgor does hereby pledge and assign (in part pursuant to M.G.L. Chapter 138, Section 23) to the Lender the Pledgor's liquor license (the "License") and all alcohol, liquor, and the like now or in the future acquired by Pledgor or used in connection with the License (collectively, the "Inventory") with respect to the ownership and operation of the business known as Liquor World, 365 West Central Street, Franklin, MA 02038. This assignment and pledge shall be a first pledge and security interest to the Lender and shall be evidenced and secured in part by a pledge of the License by Pledgor to the Lender to be recognized by the Town of Franklin and the Alcoholic Beverages Control Commission of the Commonwealth of Massachusetts (together, the "Authorities"). This assignment and pledge secures the following "Obligations:"

- (a) the payment of \$500,000.00 with interest to the order of the Lender, as provided in a Promissory Note dated _____, and
- (b) payment of principal and interest to the order of the Lender, as provided in the Inventory Promissory Note dated _____ issued by the Pledgor.

The Pledgor represents and warrants to Lender as follows:

1. The Pledgor has the power and authority to enter into this Assignment.
2. Neither the License nor the Inventory is subject to any prior lien or encumbrance. The undersigned will not transfer, agree to or apply for a transfer, pledge, sale or other disposition of the License or any ownership or beneficial interest therein, in whole or in part, to any other individual or entity for so long as any Obligations remain outstanding, without the prior written consent of the Lender. The Pledgor also shall make all payments to suppliers, wholesalers or other providers of the Inventory so that no lien arises in connection therewith to such entities, including without limitation any lien recognized the Authorities as being superior to this Assignment.
3. The Pledgor will pay when due all taxes, charges, liens and assessments against the License, the Inventory or both, or the beverages authorized to be sold under the License. The Pledgor will perform any and all acts required to keep the License in good standing, including filing timely applications of the renewal thereof, and will not suffer or permit the License to lapse.

4. The Pledgor shall promptly report in writing to the Lender upon the occurrence of any event which might impair the value of the License, including, but not limited to, any action taken by any local or state regulatory agencies, including without limitation the Authorities, which in any manner restricts the use of the License.
5. The Pledgor will comply with all applicable laws and regulations, including without limitation those of the Authorities, with respect to the License or its use, or with respect to the Inventory.
6. The Pledgor agrees to do such further acts or execute such further documents as may be determined necessary by the Lender to perfect the interests granted herein, including without limitation, completing, executing, filing (and payment of all associated filing or related fees) and prosecuting with all due diligence any applications for approval of this Assignment by the Authorities.

Upon the default in any of the obligations, representations or warranties of the undersigned to the Lender hereunder or under any of the Obligations, and the giving of any required notice and the expiration of any grace or cure period (an "Event of Default"), the Lender shall have any and all rights provided by such documents or by law, including those of a secured party under the Uniform Commercial Code and a pledgee under the rules and regulations of the Authorities. The Lender shall have the right to apply the proceeds of any disposition of the License, the Inventory or both, to the payment of any of the Obligations, after deducting therefrom the expenses relating to such sale or disposition, including court costs and attorney's fees.

The Pledgor hereby grants the Lender an irrevocable power of attorney, coupled with an interest, to endorse the name of the Pledgor on any and all documents and to take in the name of the Pledgor all actions deemed necessary by Lender to effectuate the prompt transfer of the License and disposal of the Inventory, or both, following the occurrence of an Event of Default; such documents and actions may include but shall not be limited to the completing, executing and filing with the Authorities of applications for the transfer of the License, the appearance at hearings of the Authorities or other bodies having jurisdiction over the License, the assembling, completing and filing of tax-related returns and forms reasonably required to be completed and filed in connection with the transfer of the License or disposition of the Inventory, and interacting with all governmental authorities on behalf of the Lender in connection therewith.

All notices, demands, requests and other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if given in the manner applicable to notices under the Note.

Applicable law; jurisdiction: this agreement is intended to take effect as a sealed instrument and has been executed or completed and is to be performed in Massachusetts and it and all transactions thereunder or pursuant thereto shall be governed as to interpretation, validity, effect, rights, duties and remedies of the parties thereunder and in all other respects by the internal laws of the Commonwealth of Massachusetts without regard to conflicts of laws principles. Borrower hereby submits to the jurisdiction of each state and federal court which

sits in Massachusetts and agrees that service made in accordance with the notice provisions of this agreement shall be proper service.

Witness the execution hereof under seal as of this _____ day of _____, 2017.

Dharma Bhakti Corporation, Pledgor

By: _____
Jayshilkumar H. Patel
Title: President

Promissory Note - Inventory -Liquor World Franklin

U.S. \$ _____, Massachusetts

1. In return for a loan received, Dharma Bhakti Corporation, 365 West Central Street, Franklin, MA 02038, a Massachusetts business corporation (the "Borrower") promises to pay U.S. \$ _____ (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Shorey, Inc., 365 West Central Street, Franklin, MA 02038, a Massachusetts business corporation. The Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."
2. Interest will be charged on unpaid principal at a yearly rate of 5.0% until the full amount of principal has been paid. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal is outstanding.
3. Borrower will pay principal and interest by making payments of \$ _____ every month, beginning sixty days from this date and on the same date of each successive month until all of the principal and interest and any other Note charges have been paid. Monthly payments will be applied to interest before principal. If, five years and one month from the date of this Note Borrower still owes amounts under this Note, Borrower will pay those amounts in full on that date, which is called the "maturity date."
4. Borrower will make monthly payments by direct deposit pursuant to instructions given by the Note Holder, which instructions may be amended from time to time. Initial instructions are as follows: payment shall be made to Dean Bank, 21 Main Street, Franklin, MA 02038, routing number 211372035, Shorey, Inc. Account No. 2000922829.
5. If Borrower wishes to make a full or partial prepayment of principal, Borrower shall so notify the Note Holder who will inform Borrower of the prepayment penalty for any such prepayment, and Borrower may then determine whether to make such prepayment before the next Note payment is due.
6. If the Note Holder has not received the full amount of any monthly payment by the end of three calendar days after the date it is due, Borrower will pay a late charge to the Note Holder of 5% of the overdue payment of principal and interest.
7. If Borrower is in default and remains in default for three days on three or more occasions in any twelve month period, the full amount of principal which has not been paid and all the interest owed on that amount shall thereupon be due and payable in full and paid

within 15 days. During the time of any default which remains uncured within three days, interest on the unpaid principal balance shall be charged at a yearly rate of 9%.

8. The Note Holder shall have the right to be paid for all of its costs and expenses in enforcing this Note, including reasonable attorneys' fees.
9. If more than one Borrower signs this Note, each Borrower is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any guarantor, surety or endorser of this Note is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each signer individually or against all signers together.
10. Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.
11. This Note is secured by a security interest in all the assets of the Business known as Liquor World located at 365 West Central Street, Franklin, MA 02038 described in the Security Agreement executed this date by the Borrower and by a Pledge of the liquor license of the Business.
12. This Note is guaranteed by the Officers and Directors of the Borrower:
Jayshilkumar H. Patel, 1
Nitant N. Raval, 2
Jignesh Pachani, 3
Kaushal B. Vyas, 4

pursuant to the Personal Guarantees executed this date by each such Guarantor.

BORROWER: Dharma Bhakti Corporation

By _____
Jayshilkumar H. Patel, President

WITNESSED by: _____

Date: _____, 2017

VIEIRA & DIGIANFILIPPO LTD.

ATTORNEYS AT LAW

STEPHEN J. DIGIANFILIPPO*
DANIEL J. VIEIRA*
MATTHEW S. PORTER


480 TURNPIKE STREET
SOUTH EASTON, MA 02375
TEL. (508) 238-2510
FACSIMILE (508) 238-2309

*ADMITTED IN MASSACHUSETTS AND RHODE ISLAND

April 10, 2017

To whom it may concern,

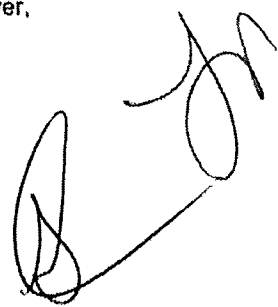
Please be advised that the unsigned Promissory Notes and Pledge attached to the License Transfer Application will be signed upon the granting of the license transfer by the ABCC and the Town of Franklin.


Matthew S. Porter, Esq.

Purchase and Sale Agreement – Franklin

1. **Parties.** This Purchase and Sale Agreement is made between Shorey, Inc., a Massachusetts corporation, 365 West Central Street, Franklin, MA 02038, ("Seller"), and Dharma Bhakti Corporation, a Massachusetts corporation, 365 West Central Street, Franklin, MA 02038, ("Buyer").

2. **Assets.** Seller agrees to sell and Buyer agrees to buy substantially all the assets (the "Assets") of Liquor World (the "Business") located at 365 West Central Street, Franklin, MA 02038. The Assets consist of:
 - a. all the equipment, furniture and fixtures,
 - b. all inventory of the Business,
 - c. all supplies of the Business,
 - d. all of Seller's interest in the lease (the Lease) of the premises in which the Business is located,
 - e. all of Seller's non-exclusive and unregistered right to use the trade name "Liquor World",
 - f. the customer list of the Business,
 - g. Seller's licenses and permits, if they are assignable to Buyer,
 - h. the telephone numbers of the Business
 - i. website and email addresses,
 - j. all good will of the Business.

A handwritten signature in black ink, appearing to be 'B. J.', is located in the lower right quadrant of the page. The signature is written in a cursive style and is positioned to the right of the list of assets.

3. **Excluded Assets.** The Seller shall retain the following assets which are excluded from this sale:

- a. all of Seller's accounts receivable,
- b. all of Seller's Business bank accounts and cash on hand,
- c. Seller's lease security deposit and all of Seller's other prepaid fees and deposits for utility services, insurance, licenses and other such fees and deposits,
- d. all vehicles of the Seller,
- e. any personal items of Seller's President.

4. **Purchase Price.** Buyer agrees to pay Seller the sum of \$850,000.00, plus the cost of inventory, for the Business as follows:

- a. \$20,000.00 deposited with George A. Perry, Esq. to be held in escrow pursuant to this Agreement.
- b. \$500,000.00 pursuant to a direct reduction Promissory Note A payable to Seller, to be executed at closing, with 5% annual interest in sixty (60) equal monthly installments of \$9,454.78 each beginning sixty (60) days after closing, and an interest payment at closing in the amount of \$2,157.42.
- c. \$330,000.00 at closing in the form of a certified check or bank treasurer's or cashier's check.
- d. Inventory pursuant to a direct reduction Promissory Note B payable to Seller to be executed at closing, with 5% annual interest in sixty (60) equal monthly installments beginning sixty (60) days after closing with interest accruing as of the closing date.

5. **Security for Promissory Notes.** The \$500,000.00 Promissory Note A payable to Seller referred to in Paragraph 4.b. and the Promissory Note B for Inventory payable to Seller



referred to in Paragraph 4.d. shall all be paid by direct deposit or wire transfer and shall be secured by the following:

- a. Unconditional and unlimited personal guarantees of each of the following individuals:
Nitant Natubhai Raval, 25 W. Maple Street, Milford, MA 01757
Kaushal B. Vyas, 4 Nazneen Circle, Hopkinton, MA 01748
Jayshilkumar H. Patel, 322 Dartmouth Woods Drive, N. Dartmouth, MA 02747
Jignesh Pachani, 3 Cronin Brook Way, Millbury, MA 01527
- b. A first lien security interest in all of the assets of the Business pursuant to a Security Agreement and evidenced by a UCC-1 Financing Statement to be filed at the Office of the Commonwealth of Massachusetts Secretary of State.
- c. A pledge of the liquor license of the Business granted to Seller.

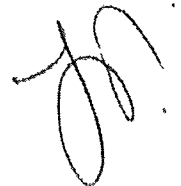
The Promissory Notes referred to in this Paragraph shall not be subject to any agreement in the nature of a subordination agreement or standby agreement with respect to any other lender or any other party.

6. **Allocation of Purchase Price.** The Purchase Price shall be allocated as follows:

- a. Equipment and fixtures \$183,258.00
- b. Liquor license 60,000.00
- c. Good will 606,742.00
- d. inventory at Seller's cost

7. **Closing Adjustments.** At closing, all items normally adjusted upon the purchase of a business shall be made, including

- a. rent, security deposit (if assigned to Buyer) and other amounts due pursuant to the Lease,
- b. utilities charges and utilities deposits (if assigned to Buyer),

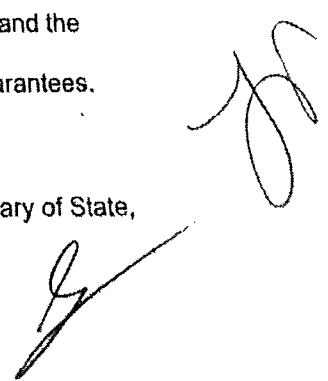


- c. any other expenses and fees of the Business, which Seller has prepaid, including license fees, if Buyer is credited by the recipient of such prepayment,
- d. Seller is providing financing. Buyer shall pay the cost of recording any required U.C.C. Financing Statements.
- e. Inventory, as follows: Buyer shall pay Seller for the inventory of the Business at Seller's cost pursuant to the Promissory Note B referred to in Paragraph 4.d. above.

8. **Closing.** The closing shall take place at the office of the Buyer's attorney or the Seller's attorney on June 22, 2017, subject to extension pursuant to Paragraph 12. Below and will take effect at 12:01 A.M. on the day following the closing.

9. **Instruments of Transfer.** At closing, Buyer and Seller shall execute the following closing documents:

- a. Seller shall execute a Bill of Sale transferring ownership of the Business to Buyer.
- b. Buyer and Seller shall each execute votes of their respective entities authorizing this transaction.
- c. Seller and Seller's President shall execute a covenant not to compete agreeing not to conduct a liquor store business for five (5) years within a radius of ten (10) miles of the current location of the Business so long as Buyer complies with its obligations pursuant to the Promissory Notes.
- d. Buyer shall execute the Promissory Notes and Security Agreement, and the Promissory Note Guarantors shall execute the Promissory Note Guarantees.
- e. Seller shall deliver to Buyer, with respect to the Seller corporation
 - (1) A certificate of Good Standing from the Massachusetts Secretary of State,

Handwritten signatures in black ink, including a large signature that appears to be 'JS' and another signature below it.



(2) A Certificate of Good Standing from the Massachusetts Department of Revenue,

(3) A Waiver of tax lien from the Massachusetts Department of Revenue.

10. **Conduct of Business.** Seller warrants that, pending the closing, Seller shall

- a. conduct the Business only in the ordinary course;
- b. enter into no contract or incur any commitment for the Business extending beyond the closing date without Buyer's consent, except for the normal reorder of inventory, and normal filling of customer's orders;
- c. except as requested by Buyer, maintain the assets of the Business in substantially the same condition as they are at present, reasonable wear and tear excepted;
- d. except as requested by Buyer, use best efforts to preserve the Business organization intact,
 - (1) to keep available to Buyer the services of present employees of the Business,
 - (2) to preserve for Buyer the good will of the suppliers and customers of the Business.

Buyer acknowledges despite Seller's efforts that Seller cannot assure Buyer that all the Business employees will work for Buyer and that all the suppliers and customers of the Business will continue to deal with Buyer after the closing. Buyer further acknowledges that Buyer has had the opportunity to review the Business financial records and to inspect the assets of the Business and has not relied on any warranties or representations of the Seller in purchasing the Business, except those set forth in writing in this Agreement. Seller makes no warranties or representations regarding sales or profits of the Business after closing.



11. Training. One of Seller's employees shall provide Buyer with two weeks of training commencing two weeks prior to closing.

12. Conditions to Buyer's Obligations. Buyer and Seller agree to use diligent efforts to obtain

- a. from the lessor of the premises in which the Business is located, written consent for Seller's assignment of the Lease to Buyer with Seller and Seller's President being released from all lease obligations, including any personal guaranty.
- b. from the licensing authority which issues the liquor license for conduct of the Business, a license in the name of the Buyer.

If by the Closing Date, all of the conditions set forth above in this paragraph have not been satisfied, the Closing Date shall be extended up to July 13, 2017. If by such extended date, all of such conditions have not been satisfied, subject to the provisions of Paragraph 15. below, at Buyer's option, Buyer's deposit shall be refunded in full and this transaction shall be terminated unless this Agreement is further extended. Buyer acknowledges that Seller's President is the president of two other corporations which are selling Liquor World liquor store businesses, and Seller shall be authorized to schedule the closing for the Business which is the subject of this transaction at such time when all liquor license transfers for these businesses have been completed. Buyer and Seller agree that completing the closing on this transaction is contingent upon Buyer and Seller closing on the sale of Seller's Liquor World Business located at 67C Main Street, Medway, MA 02053 pursuant to a Purchase and Sale Agreement between Buyer and Seller for that location.

13. Warranties and Representations of Seller.

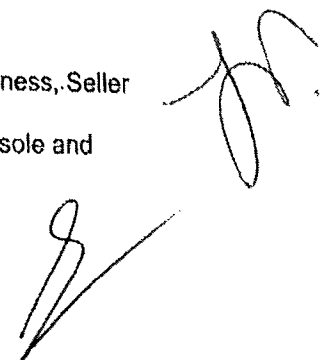
- a. Duly Incorporated. Seller is a corporation duly organized, existing, and in good standing under the laws of the Commonwealth of Massachusetts, and has all the requisite corporate power and authority to own and operate its properties and to

carry out its business as now being conducted, with the full right to sell the assets as set forth in this Agreement.

- b. Title to Assets. At the time of closing, Seller shall have good and marketable title to all of the assets being sold pursuant to this Agreement, and these assets shall not be subject to any security interest, mortgage, pledge, lien, conditional sale agreement or encumbrance whatsoever at the time of their transfer to Buyer. The current obligation owed to Dean Cooperative Bank shall be paid off prior to closing or with closing proceeds.
- c. Litigation. Seller warrants and represents that there are no claims, threatened or pending in any court against any of the assets being sold pursuant to this Agreement.
- d. Taxes. All federal, state and local income tax returns and all tax reports required to be filed with respect to the Business have been filed with the appropriate governmental agencies. All taxes owed have been paid.
- e. Accounts Payable. All accounts payable shall be paid prior to Closing including but not limited to all Vendors/Suppliers.
- f. Lottery Account. Seller warrants and represents that with respect to its Massachusetts Lottery Account, Seller is not now delinquent and shall not be delinquent at closing.

14. Broker. Buyer and Seller agree that no Broker was involved in this transaction.

15. Default. If Buyer fails to comply with Buyer's obligation to purchase the Business, Seller shall retain Buyer's deposit as liquidated damages, and this shall be Seller's sole and exclusive remedy.

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

16. **When Title Passes.** Upon execution of the closing documents and payment of the purchase price by Buyer to Seller in accordance with terms of this Agreement, this sale shall close and the Buyer shall have title to and possession of the Business. The Seller shall have no continuing legal or equitable obligations to the Buyer, and completion of all aspects of this closing shall be deemed to be full performance and discharge of every agreement and obligation contained or expressed in this Agreement, except as set forth in writing in this Agreement.

17. **Buyer's Representations.** The Buyer represents and warrants that

- a. Buyer meets all regulatory and statutory citizenship and residence requirements for liquor license transfer approval.
- b. Buyer has inspected Seller's premises, furnishings, fixtures, and equipment and knows their physical condition and hereby agrees to purchase same in "as is" condition.
- c. Buyer has not relied upon any representations by Seller or any agent of Seller as to the prospects of future earnings of the Business, any such future earnings being dependent upon Buyer's efforts and market conditions.
- d. So long as Buyer or Buyer's nominee owns the Business, Seller's President and members of Seller's President's siblings and immediate family shall be entitled to purchase inventory for personal use at Buyer's cost.

This clause shall survive the closing.

18. **Notices.** All notices under this Purchase and Sale Agreement shall be given by certified mail

To Buyer: Dharma Bhakti Corporation
c/o Nitant Natubhai Raval, Secretary
25 W. Maple Street
Milford, MA 01757

With a copy to Buyer's Attorney: Matthew S. Porter, Esq.
Vieira & DiGianfilippo Ltd.



480 Turnpike St
South Easton, MA 02375

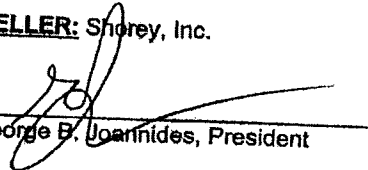
To Seller:

George B. Joannides, President
Shorey, Inc.
365 West Central Street
Franklin, MA 02038

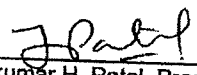
With a copy to
Seller's Attorney:

George A. Perry, Esq.
80 William Street, Suite 200
Wellesley, MA 02481-3705

SELLER: Shorey, Inc.

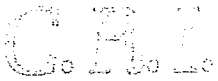
by 
George B. Joannides, President

BUYER: Dharma Bhakti Corporation

by 
Jayshilkumar H. Patel, President

Date: April 10, 2017





Call Realty and Investments

106 Access Road

Norwood, MA 02062

781-769-5858

Fax 781-769-4269

April 10, 2005

George Joanides
Liquor World
365 West Central Street
Franklin, MA 02038

Dear George:

This letter will serve as an extension of your lease relative to the rental of a store on the following terms and conditions:

Name and Location of Center: Franklin Plaza
365 West Central Street
Franklin, MA 02038

Store and Square Footage: Unit 6, 15,850 sq. ft.

Commencement Date: November 1, 2006

Rent Commencement: November 1, 2006

Lease Term: 5 years

Option Term: Three - 5 year options

<u>Minimum Rent Original Lease Term:</u>	Yr. 1	\$15,705.00/mo.	\$188,460.00/yr.
	Yr. 2	\$16,100.00/mo.	\$193,200.00/yr.
	Yr. 3	\$16,500.00/mo.	\$198,000.00/yr.
	Yr. 4	\$16,915.00/mo.	\$202,980.00/yr.
	Yr. 5	\$17,335.00/mo.	\$208,020.00/yr.

Minimum Rent Option Period: Rent increase of \$0.40/sq. ft. each year of the option period.

All other terms and conditions set forth in the original lease will remain in force.

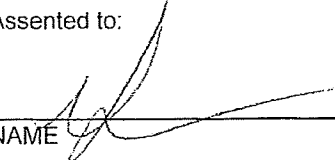
If you have any questions regarding this extension agreement please do not hesitate to call.

Please sign one copy and return to me at your earliest convenience.

Very truly yours,


Faith Kaplan

Assented to:

 _____
NAME DATE 5/2/05

Siswell

LEASE

ARTICLE I

Reference, Data and Exhibits

Section 1.1 Data.

DATE: April 23, 1986

NAME AND LOCATION OF CENTER: Franklin Plaza
West Central Street
Franklin, Massachusetts

LANDLORD: Karen L. Willett, Trustee of the C & K Realty Trust, under a written Declaration of Trust recorded in the Norfolk County Registry of Deeds, Registered Land Section, Book 351, Page 193.

ORIGINAL ADDRESS OF LANDLORD: c/o Cail Realty & Investments, Inc.
106 Access Road
Norwood, Massachusetts

TENANT: Shorey's, Inc.
365 West Central Street
Franklin, Massachusetts 02038

TERM: Twenty (20) years.

ANNUAL RENT: Rent is to be paid to Landlord by Tenant in equal monthly installments, net, net, net, on the first day of each and every month as follows:

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly Payment</u>
1	\$ 95,100.00	\$ 7,925.00
2	\$ 99,062.50	\$ 8,255.21
3	\$103,025.00	\$ 8,585.42
4	\$107,780.00	\$ 8,981.67
5	\$112,535.00	\$ 9,377.92
6	\$117,290.00	\$ 9,774.17
7	\$122,045.00	\$10,170.42
8	\$126,800.00	\$10,566.67
9	\$131,555.00	\$10,962.92
10	\$136,310.00	\$11,359.17
11	\$141,065.00	\$11,755.42
12	\$145,820.00	\$12,151.67
13	\$150,575.00	\$12,547.92
14	\$155,330.00	\$12,944.17
15	\$160,085.00	\$13,340.42
16	\$164,840.00	\$13,736.67
17	\$169,595.00	\$14,132.92
18	\$174,350.00	\$14,529.17
19	\$179,105.00	\$14,925.42
20	\$183,860.00	\$15,321.67

PERMITTED USES: Tenant shall have the exclusive right to operate within the Center a store for the retail sale of alcoholic beverages for consumption off the premises (not to exclude free wine tasting as permitted by law), and may also sell other items incidental to a retail package store operation, including but not limited to tobacco, snacks, soft drinks, lottery tickets, deli service, various merchandise tie-ins, ice, gourmet foods and products, and may maintain a recyclable bottle and can redemption center. However, for the first two years of this Lease, Tenant shall not segregate more than 5,000 square feet of the leased premises for the sale of food. If a drug store tenants other premises in the center, it shall have the right to its normal sale of liquor for medicinal purposes. If no other store tenants the premises exclusively for the rental and/or sale of video tapes and related items within six months of the commencement of this lease, the tenant may maintain a video rental facility.

PUBLIC LIABILITY INSURANCE LIMITS:

BODILY INJURY: \$300,000.00 each person/\$1,000,000.00 each accident.
PROPERTY DAMAGE: \$50,000.00.

Section 1.2 Effect of Reference to Data. Each reference in this Lease to any of the titles contained in Section 1.1 shall be construed to incorporate the data stated under that title.

ARTICLE II

Leased Premises, Term and Option To Extend

Section 2.1 Leased Premises. The landlord hereby LEASES to Tenant, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease the store premises owned by the Landlord, extending to the center line of the interior partition walls and to the exterior faces of any exterior walls, situated within the Shopping Center, together with the appurtenances specifically granted in this Lease, but reserving and excepting to the Landlord the use of the exterior walls (other than store fronts), the roof and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Leased Premises in locations which will not materially interfere with the Tenant's use thereof and serving other parts of the Center.

Section 2.2 Term. TO HAVE AND TO HOLD for a term of twenty (20) years, commencing on the date that the current tenant vacates the demised premises, which is expected to be on/or about September 1, 1986. However, Tenant will be allowed to occupy the premises for purposes of renovation, free of rent, for the first sixty (60) days subsequent to the date that the current tenant vacates the premises.

ARTICLE III

Rent, Its Determination and Method of Payment

Section 3.1 The Rent, Minimum Fixed. The Tenant agrees to pay rent to the Landlord at the original address of the landlord, or such other place as the landlord may by notice in writing to the Tenant from time to time direct, on the first day of each calendar month, in accordance with the schedule set forth in Article I, Section 1.1 of the within lease; and for any portion at the beginning or end of said term, one-thirtieth (1/30) of such monthly payment for each day of such portion, payable on the first day of such portion.

Section 3.2 Payment of Real Estate Taxes. In addition to the rent to be paid by the Tenant as set forth above, the Tenant shall also pay to Landlord, allocated as set forth below, the total amount of local real estate taxes levied on the Shopping Center of which the demised premises are a part, including all parking spaces and service areas. The allocation of such taxes to the Tenant shall be on the basis of the number of square feet of store floor area of the store leased to Tenant as compared to the total number of square feet of store floor area of all stores in the Shopping Center. To satisfy this obligation Tenant shall pay to Landlord along with the monthly rental payment hereunder one-twelfth (1/12) of the amount of the real estate taxes allocable to the Leased Premises as provided in this paragraph but based on the taxes for the immediately preceding tax year (unless an "institutional" first mortgagee under a tax escrow provision of its mortgage determines a commercially reasonable higher basis therefor). If, when the tax bill for the tax year in question is issued an adjustment as against all the payments theretofore made for such tax year is called for, the same shall be made in one "Lump Sum" payment within thirty (30) days after the Landlord shall exhibit to the Tenant the tax bill evidencing such increase (or decrease) in taxes and shall furnish Tenant with a photostatic copy thereof. If any payment for increase in tax as hereinabove provided shall be due for any tax year, in which said lease shall be in force and effect for less than a full tax-year, such payment shall be pro rated so that the amount payable by the Lessee for taxes for such year shall be based on the actual portion of such tax year that said Lease shall be in force and effect. The landlord shall, upon the request of the Tenant, at Landlord's election, either make and prosecute applications for abatement of taxes, or shall permit the Tenant to

do so in the name of the Landlord, provided however, that the reasonable expense of prosecuting such applications including legal fees, shall be borne pro rata by the Tenant and the Landlord in accordance with the amount of the abatement respectively applicable to the premises hereby demised and to the remainder of the Center. If no abatement is received or if the abatement received is less than the expense incurred in filing and prosecuting the same, then the reasonable expense incurred in excess of the abatement or refund received shall be borne by the party initiating and prosecuting such application for abatement or requesting that it be done. In the event that the Landlord shall receive any abatement or refund of taxes for any tax-year, the Tenant shall be entitled to receive from the Landlord the portion thereof properly allocable to the demised premises, less, however, a pro rata share of the expense to Landlord to obtain such abatement.

Notwithstanding anything herein contained to the contrary, if the real estate tax bill is increased in any year because of capital improvements, repairs, renovations or structural improvements made by Tenant within the demised premises, then Tenant shall pay, at its expense, all of the amount of said increase.

The Landlord agrees to use best efforts to obtain a separate tax bill for the new addition contemplated for construction at the Shopping Center of approximately 11,900 feet. If Landlord can obtain such separate tax assessment, then the tax allocation to Tenant will be based on its proportionate share of the total land space and its proportionate share only of the building of which the demised premises forms a part. If Landlord cannot obtain such a separate bill, then the terms and provisions of the within tax clause shall apply.

ARTICLE IV

Common Areas, Their Use and Charges

Section 4.1 Use. As part of the premises demised Tenant shall have an easement for ingress and egress to and from the Leased Premises in the 'common areas' of the Shopping Center as the same may from time to time be laid out by the Landlord. Such easement shall be common with the rights of the Landlord and all others to whom the Landlord has or may hereafter grant rights to use the common areas, and is subject to such reasonable rules and regulations, including the designation of specific (or elimination of any) areas in which cars owned by the Tenant, its concessionaires, officers, employees and agents

must be parked, as the Landlord may from time to time impose in writing upon tenant, in common with all other tenants and occupants of the Center.

Section 4.2 Maintenance. The Landlord shall operate, manage, equip, police, repair and maintain in good repair the common areas and shall keep same reasonably free of ice and snow and in a clean condition. However, it is agreed that any accumulation of snow or ice on the sidewalk immediately in front of the entrance to the tenant's store shall be cleared and the responsibility for said clearance shall be the tenant's, at the tenant's expense, and it shall not be the obligation of landlord to clear or remove said snow or ice that may accumulate through natural or unnatural accumulation directly in front of the entrance to tenant's store. The Landlord shall cause to be furnished and maintained, illumination for the common areas at such time during the hours of darkness as tenant shall be open for business, but in no event shall the landlord be required to illuminate the common areas after 11:00 p.m. or at any time on Sundays.

Section 4.3 Charge For Use of Common Areas. Tenant shall pay to the Landlord in the manner provided in Section 4.4 a common area annual maintenance charge for the Leased Premises on account of costs and expenses of every kind, and nature paid or incurred by the Landlord during the Lease Term in operating, managing, equipping, policing, lighting, repairing, repaving, striping and maintaining the common areas (including the parking areas), and for snow removal and landscaping. Such costs and expenses shall also include repairs, pumping, maintenance and replacement of any leaching fields, septic tanks or lines servicing the Leased Premises. Said charge for the Leased Premises shall be that proportion of the total maintenance expense for the common areas as the number of square feet of store floor area of the Leased Premises bears to the total number of square feet of store floor area of the Center.

Section 4.4 Tenant's Payment. The annual charge to Tenant shall be paid in monthly installments on the first day of each calendar month in advance, each monthly installment being one-twelfth (1/12) of the amount of such charge for the immediately preceding year. Within sixty (60) days of the end of each calendar year the payments for the preceding year shall, to the extent necessary, be adjusted as against payments actually made during that year. Payments for the first year shall be based on reasonable estimates. An appropriate adjustment shall be made on account of any portion of a year at the

beginning or end of the Lease Term.

ARTICLE V

Utilities and Services

Section 5.1 Electricity and Telephone. Tenant shall make its own arrangements for heat, electric, telephone and gas service respectively and shall pay promptly therefor.

Section 5.2 Water. Tenant shall pay promptly for water in accordance with the prevailing rates.

Section 5.3 Other Utilities and Services. Tenant shall pay all charges for any other utilities and services used by it and supplied by the Landlord or any other person, firm or corporation. Whenever the Landlord shall elect to supply any other utility or services, Tenant shall purchase its requirements therefor from the Landlord and shall pay the charges therefor at the applicable rates determined by Landlord from time to time which Landlord agrees shall be reasonable and not in excess of the public utility rates for the same service if available.

ARTICLE VI

Insurance

Section 6.1 Cost of Insurance. Tenant shall pay to Landlord in the manner provided below, the cost of Landlord's fire insurance and casualty insurance on the buildings and other improvements in the Shopping Center of which the demised premises are a part (and other property insurance with respect to the Shopping Center) and public liability insurance with respect to the Shopping Center, all as may be carried by Landlord from time to time. As used herein, the term "fire insurance" shall include extended coverage option No. 4, all other coverage commonly bought by Landlord in fire insurance policies and any additional such coverage which may be required by any bank or other lending institution holding a mortgage on the leased premises. Said cost shall be that proportion of the total cost of all insurance for the shopping center and buildings located therein as the number of square feet of the Leased Premises bears to the total number of square feet of store floor area of the Center. However, in the event that the premium for the fire insurance and extended coverage is increased due to the particular nature of the Tenant's business and use of the leased premises, the Tenant shall be solely responsible for said increase and shall pay to the Landlord in the manner provided for in Section 6.2 the entire amount of said increase.

Further, in the event that the premium for the fire insurance and extended coverage is increased due to the particular nature of another Tenant's business, then that Tenant shall be solely responsible for said increase and shall pay the entire amount of said increase.

Section 6.2 Tenant's Payment. The annual charge to Tenant shall be paid in monthly installments on the first day of each calendar month in advance, each monthly installment being one-twelfth (1/12) of the amount of such charge for the year in question.

ARTICLE VII

Tenant's Additional Covenants.

Section 7.1 Affirmative Covenants. Tenant covenants, at its expense, at all times during the Lease Term and such further time as the Tenant occupies the Leased Premises or any part thereof:

(A) To perform promptly all of the obligations of Tenant as set forth in this Lease; and to pay when due said Minimum Fixed Rent and all charges, rates and other sums which by the terms of this Lease are to be paid by the Tenant.

(B) To use the Leased Premises only for the Permitted Uses; to conduct its business at all times in a high-grade and reputable manner so as to help establish and maintain a high reputation for the Center.

(C) Except when and to the extent that the Leased Premises are untenable by reason of damage by fire, eminent domain or other casualty, to keep open for business during all business hours on all business days when a majority of the other stores in the Center are open for business, and to light all its display windows and signs from dusk until 9:30 p.m. on all business days, except as may be prohibited by law or license.

(D) To store all trash and refuse within the Leased Premises and to attend to the disposal thereof in the manner and in the area agreed to by Tenant and Landlord; to keep all drains inside the Leased Premises and outside the Leased Premises but servicing the same clean and in good and normal working order; to receive and deliver goods and merchandise only in the manner and areas designated by the Landlord; and to conform to all uniform and reasonable rules and regulations which the Landlord may make in the management and use of the Center, requiring such conformance by the Tenant's employees.

(E) Damage by fire or unavoidable casualty excepted, at the Tenant's expense to keep the interior of the Leased Premises clean, neat and in good

order, repair and condition, and damage by fire or other such casualty excepted, at the Tenant's expense, to keep all glass, including that in windows, doors and skylights, clean and in good condition, and to replace any glass which may be injured or broken with glass of the same quality and to make all necessary repairs to the roof of the Leased Premises to a limit of Tenant's proportionate share of One Thousand (\$1,000) Dollars in any year of the original lease term or any extension thereof.

(F) To make all repairs, alterations, additions or replacements to the Leased Premises required by law or ordinance or any order or regulation of any public authority because of the Tenant's particular use of the Leased Premises; to keep the Leased Premises equipped with all safety appliances so required because of such use; to procure any licenses and permits required for any such use; and to comply with the orders and regulations of all governmental authorities, except that the Tenant may defer compliance so long as the validity of any such law, ordinance, order or regulation shall be contested by the Tenant in good faith and by appropriate legal proceedings, if the Tenant first gives the Landlord appropriate assurance against any loss, cost or expense on account thereof and provided the same does not subject the Landlord to the threat of any criminal liability.

(G) To pay promptly when due the entire cost of any work to the Leased Premises undertaken by the Tenant so that the Leased 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 the Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work.

(H) To save the Landlord harmless and indemnified from all injury, loss, claims of damage to any person or property while on the Leased Premises; to save the Landlord harmless and indemnified from all injury, loss, claim of damage to any person or property anywhere occasioned by any omission, neglect or default of the Tenant; to maintain in responsible companies qualified to do business in the state in which the Center is located, and in good standing therein public liability insurance covering the Leased Premises insuring the Landlord as well as the Tenant with limits at least equal to those stated in Section 1.1; and to maintain workmen's compensation insurance as required by

law; and to deposit promptly with the landlord certificates for such insurance (or other evidence satisfactory to Landlord) bearing the endorsement that the policies will not be cancelled until after ten days' written notice to the Landlord.

(I) To maintain in responsible companies qualified to do business in the state in which the Center is located and in good standing therein plate glass insurance covering all exterior plate glass in the Leased Premises and fire insurance with such extended coverage endorsements as the Landlord may from time to time reasonably require covering all of Tenant's fixtures, furniture, furnishings, floor coverings and equipment in the Leased Premises to the extent of at least eighty per cent of their replacement cost (but in all events in sums sufficient to prevent the application of any coinsurance provisions); and to deposit promptly with the Landlord certificates for such insurance bearing endorsement that the policies will not be cancelled until after ten days' written notice to the Landlord.

(J) To permit the Landlord and its agents to examine the Leased Premises at reasonable times and to show the premises to prospective purchasers, lenders and tenants.

(K) That the Landlord shall not be required to supply any service to the Leased Premises except as expressly stipulated in this Lease and shall not be liable to anyone for interruption of an agreed service due to any accident, to the making of repairs, alteration or additions, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies or to any cause beyond Landlord's reasonable control; that all personal property from time to time upon the Leased Premises shall be at the sole risk of the Tenant; and that the Landlord shall not be liable for any damage which may be caused to the Leased Premises by the bursting or leaking of or condensation from any plumbing, cooling or heating pipe or fixture.

(L) To pay on demand the Landlord expenses, including reasonable attorneys' fees incurred in enforcing any obligation of the tenant under this Lease or in curing any default by the Tenant under this Lease as provided in Section 10.2, provided that Tenant has failed to perform its obligations or cure its default after fifteen (15) days notice.

(M) At the termination of this Lease: to remove such of the Tenant's goods and effects as are not permanently affixed to the Leased Premises; to remove such alterations and additions made by Tenant as the Landlord may re-

quest; to repair any damage caused by such removal; and peaceably to yield up the Leased Premises and all alterations and additions thereto (except such as the Landlord has requested Tenant to remove) and all fixtures, furnishings, equipment and floor coverings which are permanently affixed to the leased premises, which shall thereupon become the property of Landlord, clean and in good order, repair and condition, except for reasonable wear and tear.

(N) The Tenant will, upon the request of the Landlord execute and deliver all such instruments as may be appropriate to subordinate this Lease to any mortgages or deeds of Trust securing notes or bonds issued by the Landlord and to all advances made thereunder and to the interest thereon and all renewals, replacements and extensions thereof, provided that the mortgagee or trustee shall agree to recognize this Lease in the event of foreclosure if the Tenant is not in default and, if requested, to grant a non-disturbance certificate to Tenant. Any such mortgagee or trustee may at any time subordinate its mortgage or deed of trust to this Lease, without the Tenant's consent, by notice in writing to the Tenant and thereupon this Lease shall be deemed prior in lien to such mortgage or deed of trust without regard to their respective dates of execution, delivery and record; and in that event such mortgagee or trustee shall have the same rights with respect to such Lease as though it had been executed and delivered (and notice thereof recorded) prior to the execution and delivery and recording of the mortgage or deed of trust and had been assigned to such mortgagee or trustee.

(O) To remain fully obligated under this Lease notwithstanding any assignment or sub-lease or any indulgence granted by Landlord to Tenant or to any assignee or sublessee, which consent shall not be unreasonably withheld.

Section 7.2 Negative Covenants. The Tenant covenants at all times during the Lease Term and such further time as Tenant occupies the Leased Premises of any part thereof:

(A) Not without on each occasion first obtaining the prior written approval of Landlord to assign this Lease or make any sublease of the Leased Premises or any portion thereof, which consent shall not be unreasonably withheld.

(B) Not to injure, overload, deface or otherwise harm the Leased Premises; nor commit any nuisance; nor permit the emission of any objectionable noise or odor; nor burn any trash or refuse within the Center; nor make any use of the Leased Premises which is improper, offensive or contrary to any law or ordinance or which will invalidate or increase the cost of any of the

Landlord's insurance; nor use any advertising medium which may constitute a nuisance, such as loud-speakers, sound amplifiers, phonographs or radio or television broadcasts in a manner to be heard outside the Leased Premises; nor conduct any auction, fire, "going out of business" or bankruptcy sales; nor do any act tending to injure the reputation of the Center; nor sell or display merchandise on, or store or dispose of trash or refuse on, or otherwise obstruct the driveways, walks, malls, parking areas and other common areas in the Center; nor park trucks or delivery vehicles outside the Leased Premises so as to interfere unreasonably with the use of any driveways, walks, malls, or parking areas; nor permit the Tenant's officers or employees to use any parking areas other than those designated by the Landlord for such use; nor use the malls and walks for any purpose other than pedestrian traffic.

(C) Not to make any alterations or additions, nor permit the making of any holes in the walls, partitions, ceilings or floors, nor permit the painting or placing of any exterior signs, placards or other advertising media, awnings, aerials, antennas or flagpoles, or the like, without on each occasion obtaining prior written consent of the Landlord which consent shall not be unreasonably withheld.

ARTICLE VIII

Damage and Destruction.

Section 8.1 Fire or Other Casualty. If the Building is damaged and made substantially untenable by fire or casualty, whether or not the Premises are damaged, Landlord may by written notice to Tenant, given within sixty (60) days after such occurrence, terminate this Lease. The building shall be deemed to be substantially untenable if fifty (50%) per cent of the leased space is so damaged by fire or casualty. Such termination shall be effective as of the date of such damage if the Premises have been damaged, otherwise as of a date sixty (60) days following the giving of such notice of termination to any earlier date following the giving of Landlord's notice of termination, such option to be exercised by written notice specifying such earlier effective date of termination. Unless this lease is terminated under the foregoing provisions of this Section 8.1, if the Premises are made partially or wholly untenable by fire or casualty, Landlord shall use reasonable dispatch to restore that part thereof originally constructed by Landlord to substantially the condition of such part at the time of such damage, subject, however, to zoning laws and building codes then in force. Landlord .

shall not be responsible for any delay in the performance of the foregoing obligation which may result from governmental regulations, inability to obtain labor or materials of any other cause beyond Landlord's reasonable control. There shall be a reasonable abatement of Minimum Rent and Operating Expenses, but no other rent, from the time of any such damage to the Premises until the completion of restoration as aforesaid by Landlord.

Section 8.2 Notwithstanding the foregoing provisions of Section 8.1, if any damage to or destruction of the Premises shall occur within the last two (2) years of the term, and shall be of such a character that the Premises cannot reasonably be expected to be repaired and restored within one hundred and twenty (120) days from such damage or destruction, then either party may elect to terminate this Lease by written notice given to the other party within thirty (30) days after the date of such damage or destruction and in such event this lease shall terminate as of the date of such damage or destruction. Notwithstanding anything herein contained to the contrary, if this lease is terminated, Landlord agrees to give Tenant first option to relet the subject premises if, in fact, Landlord, at its option, should reconstruct the premises and lease again as part of a shopping center or commercial building. Tenant shall have ten days from the date of written notice to sign a lease on the same terms and conditions as are offered to Landlord by a bona fide third party desiring to lease said space.

Section 8.3 In the event of any termination under the provisions of this Article 8, rent and other payments shall be apportioned as of the termination date.

Section 8.4 Eminent Domain. The Landlord reserves and excepts all rights to damages to the Leased Premises and the lease-hold hereby created now accrued or hereafter accruing (not including damages to Tenant's stock in trade, or for interference with Tenant's business and damages to fixtures which the Tenant is entitled to remove upon termination of this Lease) by reason of any exercise of the right of Eminent Domain, or by reason of anything lawfully done in pursuance of any public or other authority; and by way of confirmation the Tenant grants to the Landlord all the Tenant's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as the Landlord may from to time request. If all the Leased Premises are taken by Eminent Domain this Lease shall terminate and the Tenant is required to vacate the premises. If by a taking the floor area of

the Leased Premises is reduced by more than twenty per cent this Lease may, at the option of either party, be terminated as of the date when the Tenant is required to vacate the portion of the Leased Premises so taken, by written notice to the other given as hereinafter provided not more than thirty (30) days after the date on which the party desiring to terminate receives written notice of the taking. If by a taking the floor area of the building in which the Leased Premises are situated is reduced by less than twenty (20%) per cent, this Lease may, at the option of the Landlord, be terminated, as of the date when the tenant or occupants of the portion of said building so taken are required to vacate the same, by written notice to the Tenant, given as hereinafter provided, not more than thirty (30) days after the date on which Landlord receives notice of the taking, or thirty (30) days after the date on which the Landlord gives the Tenant written notice of the taking, whichever date last occurs. Except as provided in this paragraph, this lease shall not be terminated or otherwise affected by any exercise of the right of Eminent Domain. Whenever any portion of the Leased Premises shall be taken by any exercise of the right of Eminent Domain, and if this Lease shall not be terminated in accordance with the provisions of this paragraph the Landlord shall, at its expense, proceeding with all reasonable dispatch do such work as may be required to restore the Leased Premises or what remains thereof (not including the Tenant's fixtures, furniture, furnishings, floor coverings and equipment) as nearly as may be to the condition they were in immediately prior to such taking; and the Tenant shall at its expense, proceeding with all reasonable dispatch do such work to its fixtures, furniture, furnishings, floor coverings and equipment as may be required. A just proportion of the minimum fixed rent payable hereunder, according to the nature and extent of the taking, shall be abated.

ARTICLE IX

Landlord's Additional Covenants

Section 9.1 Repairs by Landlord. The Landlord covenants to keep or cause to be kept the foundations and the roof of the Leased Premises, except for the obligation of the Tenant to make roof repairs as previously set forth in Paragraph 7.1 E, the structure of the floors and walls thereof (excluding finish, coverings and all glass), the water system in the Center outside of the Leased Premises and any pipes, ducts, conduits and wires leading through the Leased Premises and serving other parts of the Center in good order,

repair and condition, exclusive of any work required because of damage caused by any act, omission or negligence of the Tenant, any concessionaire, or their respective employees, agents, invitees, licensees or contractors of the Tenant and except for Tenant's obligation to pay for said repairs as more fully set forth in Section 4.3 of this lease. The landlord shall not be required to commence any such repair until ten (10) days after written notice from the Tenant that the same is necessary. The provisions of this paragraph shall not apply in the case of damage or destruction by fire or other casualty or by Eminent Domain, in which event the obligations of the Landlord shall be controlled by Article VIII. Other than those repairs for which the Landlord is expressly responsible pursuant to this section, Tenant agrees that, from and after the date that possession of the Premises is delivered to Tenant and until the end of the term, Tenant at its expense will keep neat, clean and maintained, in good order, condition and repair the Premises and every part thereof, including, without limitation all heating and air conditioning systems, and all utility, plumbing, and electrical systems and services inside, or exclusively serving, the Premises. Landlord represents that the heating and air conditioning systems will be in good operating order at the commencement of the within lease and that Landlord, at its expense, will recondition said heating and air conditioning system prior to commencement of the within lease:

ARTICLE X

Defaults by Tenant and Remedies

Section 10.1 Tenant's Default. If:

(A) Tenant shall fail to pay the Minimum Rent, additional rent, or other charges on/or before the date on which the same becomes due and payable, and the same continues for seven (7) days after notice from Landlord thereof, or

(B) Landlord having rightfully given the notice specified in subsection (A) above to Tenant three times in any twelve (12) month period, Tenant shall thereafter fail twice during the succeeding twelve month period to pay the minimum rent or other charges on/or before the date on which the same becomes due and payable, or

(C) Tenant shall fail to perform or observe some term or condition of this Lease which, because of its character, would immediately jeopardize Landlord's interest (such as, but without limitation, failure to maintain public

liability insurance or the employment of labor and contractors within the Premises which would interfere with Landlord's work), or

(D) Tenant shall fail to perform or observe any other term or condition contained in this Lease and Tenant shall not commence to cure such failure within thirty days after notice from Landlord to Tenant thereof and promptly and diligently complete the curing of the same, or

(E) If the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of the Bankruptcy Act now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or if Tenant shall file a petition for such reorganization, or for arrangements under any provisions of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts --

then, and in any breach of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), Landlord lawfully may, immediately or at any time thereafter, and without demand or notice, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of the Landlord's former estate, and expel Tenant and those claiming through or under Tenant and remove its or their effects (forcibly, if necessary) without being guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid, Landlord shall have the right by notice to Tenant of Landlord's desire so to do, forthwith to terminate this Lease; and Tenant covenants and agrees, notwithstanding any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for, on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be relet

or remain vacant, in whole or in part, or for a period less than the remainder of the term, and for the whole thereof but, in the event the Premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting, after deduction of all expenses incurred in reletting the Premises (including, without limitation legal fees, remodeling costs, brokerage fees and the like), and in collecting the rent in connection therewith, in the following manner:

Amounts received by Landlord after reletting shall first be applied against such Landlord's expenses, until the same are recovered, and until such recovery, Tenant shall pay, as of each day when a payment would fall due under this Lease, the amount which Tenant is obligated to pay under the terms of this Lease (Tenant's liability prior to any such reletting and such recovery not in any way to be diminished as a result of the fact that such reletting might be for a rent higher than the rent provided for in this Lease); when and if such expenses have been completely recovered, the amounts received from reletting by Landlord as have not previously been applied shall be credited by Landlord against Tenant's obligations as of each day when a payment would fall due under this Lease, and only the net amount thereof shall be payable by Tenant. Further, amounts received by Landlord from such reletting for any period shall be credited only against obligations of Tenant allocable to such period, and shall not be credited against obligations of the Tenant hereunder accruing subsequent or prior to such period; nor shall any credit of any kind be due for any period after the date when the term of this Lease is scheduled to expire according to its terms.

As an alternative, at the election of the Landlord, Tenant will, upon such termination, pay to the Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total rent and other benefits which would have accrued to Landlord under this Lease for the remainder of the Lease Term if the Lease terms had been fully complied with by Tenant over and above the then cash rental value (in advance) of the Premises for the balance of the term.

Further, if this Lease shall be guaranteed on behalf of the Tenant, all of the foregoing provisions with respect to bankruptcy of Tenant, etc., shall be treated as reading "Tenant or the guarantor hereof".

Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is

expressly agreed that Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease and Tenant's obligations and covenants hereunder.

ARTICLE XI

Miscellaneous Provisions

Section 11.1 Notices From One Party to the Other. Any notice from Landlord to the Tenant or from the Tenant to the Landlord shall be deemed duly served if mailed by registered or certified mail addressed, if to Tenant, at the Original Address of Tenant or such other address as Tenant shall have last designated by notice in writing to Landlord, and, if to Landlord at the Original Address of Landlord or such other address as Landlord shall have last designated by notice in writing to Tenant. The customary receipt shall be conclusive evidence of such service.

Section 11.2 Timeliness of Notices. In any instance where notice is required under any term or provision of this lease, it is agreed between the parties that time shall be of the essence and that timeliness of all requisite notices shall be deemed of the essence and not subject to waiver.

Section 11.3 Brokerage. Tenant warrants that it has had no dealings with any broker or agent in connection with this lease other than as disclosed on a schedule appended hereto and covenants to pay, hold harmless and indemnify the Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent other than as disclosed on a schedule appended hereto with respect to this Lease or the negotiation thereof.

Section 11.4 Lease Not to be Recorded. Tenant agrees that it will not record this Lease. Both parties shall, upon the request of either, execute and deliver a notice of this Lease in such form; if any, as may be permitted by applicable statute.

Section 11.5 Limitation of Landlord's Liability. The Landlord shall be liable under this Lease only while owner of the Leased Premises and the Landlord's obligations hereunder shall not be binding upon the Trustees of said Trust, individually, nor upon the shareholders of said Trust, but only upon the Trustees as Trustees and upon their trust estate.

Section 11.6 Applicable Law and Construction. This Lease shall be governed by and construed in accordance with the laws of the State in which the Center is located, and if any provisions of this Lease shall to any extent

be invalid, the remainder of this Lease shall not be affected thereby. There are no oral or written agreements between Landlord and Tenant affecting this lease. This lease may be amended only by instrument in writing executed by the Landlord and Tenant. The Landlord shall not be deemed, in any way or for any purpose, to have become, by the execution of this Lease or any action taken thereunder, a partner of the Tenant in its business or otherwise or a joint venturer or a member of any joint enterprise with the Tenant. The Table of Contents, the titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this lease. Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them respectively. Whenever the singular is used and when required by the context it shall include the plural, and the neuter gender shall include the masculine and feminine. If there be more than one tenant the obligations imposed by this Lease upon the Tenant shall be joint and several.

Section 11.7 Acceptance of Premises. Tenant acknowledges that it has fully inspected the demised premises and Tenant hereby accepts the demised premises and the buildings and improvements situated thereon in an "as is" condition, without any warranties or representations by Landlord and without recourse to Landlord as to the nature, condition or useability thereof, except that Landlord agrees to perform the work set forth on Schedule "A" attached hereto and made a part hereof.

Section 11.8 Advanced Rent. Tenant agrees to pay to Landlord the sum of Seven Thousand, Nine Hundred and Twenty-Five (\$7,925.00) Dollars upon the signing of this lease, said monies to be applied on account of such rent as may be due from the Tenant for the last month of the lease term. Said monies are to be held by the Landlord, with interest at the rate of five (5%) per cent per year to be paid to Tenant on the anniversary date of the lease, and shall be applied as herein stated as long as the tenant is not then in default of the terms and provisions of this lease.

12.1 The Tenant agrees that it will abide by all applicable Federal, State and Municipal statutes, rules, ordinances and regulations pertaining to the conduct of a retail package store and to indemnify and hold the Landlord harmless from any and all claims arising out of the conduct of the Tenant's

business.

12.2 Right of First Refusal. Tenant shall have the right of first refusal to purchase the Shopping Center of which the demised premises forms a part, during the term of this lease. Landlord will notify Tenant, in writing of any bona fide offer to purchase and the terms of the proposed sale. Tenant shall notify Landlord within twenty (20) days, in writing, of its decision relative to said purchase. If Tenant exercises its right of first refusal, and elects to purchase on Landlord's terms and conditions, then the parties shall sign a Purchase and Sale Agreement in form mutually agreeable to both parties using the Greater Boston Real Estate Board form and a passing shall take place within Forty-five (45) days of Tenant's exercise of its right of first refusal.

WITNESS our hands and seals on the day and year first above written.

*Karen L. Willett, Trust
and Not Individually*

Karen L. Willett, Trustee of the C & K
Realty Trust and Not Individually
LANDLORD

Shorey's, Inc.

By: *George Joannides - Treasurer*
George Joannides - TENANT

SCHEDULE "A"

1. Landlord has agreed to proceed with the planned renovation of the existing front of the Shopping Center, as well as the installation of a new roof, with reasonable speed and dispatch, and to complete said work as soon as reasonably feasible.

2. Landlord is also proceeding with the rebuilding of the existing sign pylon and will designate appropriate space for the Tenant, which shall be the first, or top, listing on said pylon, by agreement of the parties. Tenant, however, shall be responsible for the cost of its sign on the master sign pylon, as well as its sign on the marquee over the entrance to Tenant's premises.

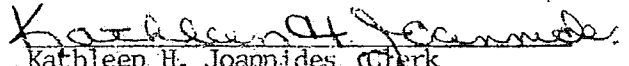
CERTIFICATE OF VOTE

I, Kathleen H. Joannides, Clerk of Shorey's, Inc. as such having custody of the corporate records, do hereby certify that a special meeting of the Board of Directors of said corporation duly called and held on June 1986, at the office of the corporation, at which meeting there was a quorum present and voting, in accordance with the By-Laws of said corporation, the following vote was unanimously passed:

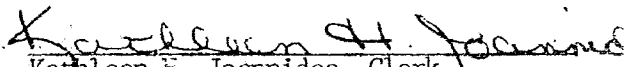
VOTED: That George B. Joannides, as Treasurer of Shorey's Inc. be and hereby is authorized and empowered in the name and behalf of the corporation to enter into the foregoing lease with Karen L. Willett, Trustee of the C & K Realty Trust as Landlord, for the premises described therein, upon such terms and conditions as he, in his sole discretion, deems in the best interests of the corporation, and that such lease when executed by the said George B. Joannides, as Treasurer, shall be considered the free act and deed of the corporation.

A true copy,

ATTEST:


Kathleen H. Joannides, Clerk

I, Kathleen H. Joannides, Clerk of Shorey's, Inc. do further certify that George B. Joannides is the duly elected and qualified Treasurer of the corporation and that the above vote is in full force and effect.


Kathleen H. Joannides, Clerk

LEASE DATED APRIL 23, 1986
BETWEEN C & K REALTY TRUST
AND
SHOREY'S, INC.

The following amendments are hereby incorporated and made a part of said lease.

1. Terms - Page 2

Said lease shall commence specifically on September 1, 1986 in accordance with the provisions hereof, except that this lease shall be subject to termination if the Tenant is not able to obtain requisite governmental approval, on or before November 1, 1986, for the transfer of the liquor license used in the conduct of Tenant's business, so as to permit Tenant to conduct business at the subject premises. If said approval is not obtained within the requisite time period, the Landlord shall retain ownership, free and clear of any claims of Tenant for reimbursement or otherwise, to all improvements and renovations made by Tenant to said premises. If Tenant fails to notify Landlord, in writing, on or before November 10, 1986, of its failure to obtain said license transfer approval, then this clause shall be deemed null and void and the lease shall remain in full force and effect in accordance with its terms.

2. Permitted Uses - Page 2:

In addition to the provisions set forth, the Tenant's use of the premises for sale of lottery tickets shall be exclusive within the Shopping Center of which the demised premises forms a part.

3. Article III, Section 3.2 - Page 4:

It is additionally provided that:

If the Landlord cannot secure the issuance of a separate tax bill so as to differentiate between the real estate taxes assessed for the newly constructed addition to the Shopping Center and that portion of the bill attributable to the renovation or refurbishing of the pre-existing space, then the parties shall use their best efforts to apportion, in a fair and equitable manner the real estate taxes assessed for the entire Shopping Center. If, after thirty days, the parties are unable to reach an agreement on a fair and equitable pro-rating of said real estate taxes, then the parties shall submit their dispute to binding arbitration, with each party designating one arbitrator and the two chosen arbitrators selecting a third. The arbitration hearings must commence within thirty (30) additional days after the first designation of an arbitrator, with hearings to be conducted at Esdaile, Barrett & Esdaile, 75 Federal Street, Boston, Massachusetts, and the costs of the arbitration are to be assessed as the tribunal of arbitrators shall ultimately determine. In assessing said costs, they shall take into consideration the final offer and counter-offer articulated by the Landlord and Tenant last prior to the commencement of the actual arbitration hearing.

4. Article VII, Section 7.2(B) - Page 11:

The Tenant shall, in the first instance, designate parking areas for Tenant's employees subject, however, to Landlord's final approval, which approval shall not be unreasonably withheld.

5. Article IX, Section 9.1 - Page 13:

In addition to the heating and air-conditioning systems, as above provided, the Landlord also represents that the electrical and plumbing systems servicing the leased premises will be in good working order at the commencement of the lease term. The Landlord and Tenant, by their agents, servants and representatives, agree to inspect the condition of the building on/or before August 20, 1986, at a mutually agreeable time, to determine that the premises are free and clear of any materials, equipment or fixtures left from the prior Tenant and that there has been no structural damage to the leased premises. At the time of this inspection, the Tenant will reduce to writing any complaints concerning the condition of the leased premises and shall submit this list to the Landlord for its approval. The Landlord shall not, however, be obligated to do any work or make any repairs to the subject premises and Tenant's sole remedy, if the parties are unable to reach agreement based on Tenant's list of complaints to the condition of the premises, shall be to terminate the within lease.

6. Article VII, Section 7.1(D) - Page 7:

It is agreed that the Tenant may continue to use a commercial "Dumpster" comparable to that used by the prior Tenant for storage or disposition of trash.

7. Article XII, Section 12.2

Paragraph 12.2 the closing date, shall be changed from 45 days to 90 days.

8. Article VIII, Section 8.4 - Pages 12 and 13

The foregoing language on Page 13 of Section 8.4 shall be deleted:

"If by a taking the floor area of the building in which the Leased Premises are situated is reduced by less than twenty (20%) per cent, this Lease may, at the option of the Landlord,"

and the following shall be inserted in its place:

"If there shall be a taking of the building in which the Leased Premises are situated, but no taking of the Leased Premises (or less than 20% of the floor area thereof), this Lease may, at the option of the Landlord, conditional upon a clear showing of economic or physical impossibility to continue operation of the Shopping Plaza, or so much thereof, that contains the Leased Premises,".

In all other aspects the lease dated April 23, 1986 is ratified and confirmed.

Witness our hands and seals this 20 day of August 1986.

Karen L. Willett, Trustee
and Individually
Karen L. Willett, Trustee of the
C & K Realty Trust, and Not
Individually - LANDLORD

Shorey's, Inc.

By: George Joannides
George Joannides, Treasurer -
TENANT

Cail Realty, LLC

106 Access Road Norwood, MA 02062 781-769-5858 Fax 781-769-4269

December 16, 2014

George Joanides
Liquor World
365 West Central Street
Franklin, MA 02038

Dear George,

This will serve as a modification of your lease starting January 1, 2015.

1. The new lease term will be ten years starting January 1, 2015.
2. The square footage will change to 9,670 from 15,850.
3. The rent will change from \$14.32/sq. ft to \$15.047/sq ft. The monthly rent will be \$12,119.73/mo. for the first year and will increase \$0.30/sq ft. for each of the following nine years.
4. The triple net charges will now be \$2,764.00/mo.

All other terms and conditions set forth in the original lease will remain in effect.

Please sign and return one copy to our office.

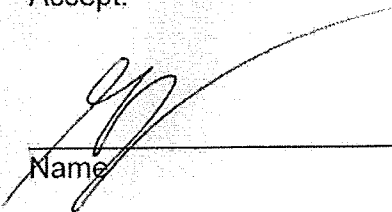
Very truly yours,

Faith Kaplan

Accept:

Name

Date


2/20/15

ASSIGNMENT & MODIFICATION OF LEASE

This Assignment ("Assignment") is entered into this ____ day of April, 2017 by and between C&K Realty Trust ("Lessor"), Shorey, Inc. ("Lessee") and Dharma Bhakti Corporation ("Assignee"), said parties agreeing, for mutual consideration, as follows:

1. The Lease ("Lease") agreement for the premises known as 365 West Central Street, Franklin, MA 02038 and any subsequent Amendments and Modifications ("Premises") is now hereby assigned, with the consent of the Lessor, from the Lessee to the Assignee.
2. Lessor and Assignee (as the new lessee) ratify and confirm the balance of the terms of the Lease including any and all Amendments.
3. This Assignment is contingent upon Assignee obtaining a liquor license from the Town of Medway. In the event said license is not obtained for any reason, this assignment shall be null and void.

Lease and Agreement are attached hereto and incorporated by reference.

Signed under seal as of the date set forth above.

LESSOR:
C&K Realty Trust

LESSEE:
Shorey, Inc.

ASSIGNEE:
Dharma Bhakti Corporation



License Transaction:

Robert Vozzella
La Cantina Winery Company
355 Union Street

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

Mr. Vozzella has obtained all state requirements, attached.

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

DATED: _____, 2017

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council

APPLICATION BY A FARMER WINERY FOR LICENSE TO SELL AT A
FARMER'S MARKET
(CH.138, 515F)

YEAR 20

17

1. Licensee Information:

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

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

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

Phone Number of Premises:

Other Phone: Email: Website:

Contact Person concerning this application (attorney if applicable):

Name: City/Town: State: Zip:

Address: Email:

Contact Number: Fax Number:

2. Event Information:

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

Date(s) of Event:

B. Contact person for applicant during event:

Name:

Phone number of contact:

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

Address of Premises for the Sale of Wine:

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

Describe Area to be Licensed:

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

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

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

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

4. Are you providing, without charge, samples of wine to prospective customers?

Yes No

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

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

Name	Address	ABCC License Number
Robert A. Vozzella	355 Union St Franklin MA 02038	#FW-110
Ana Vozzella	355 Union St Franklin MA 02038	#FW-110
Robert J. Vozzella	687 Pleasant St Franklin MA 02038	#FW-110
Phyllis Vozzella	687 Pleasant Franklin MA 02038	#FW-110

B. Proof of Age for Sale to Consumers:

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

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

5. Transportation and Delivery:

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

Robert A Vozzella, CEO of La Cantina Winery Company

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

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

6. Safety and Tax Registration:

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

7. Disclosure of License Disciplinary Action:

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

If yes, list said interest below:

Date	License	Reason why license was Suspended, Revoked or Cancelled

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

Note: The LLA may require additional information.

Signature
Title
Date

✓

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

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



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

MATTHEW A. BEATON
Secretary

JOHN LEBEAUX
Commissioner

March 29, 2017

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

Re: Certification of Agricultural Event Pursuant to M.G.L. c. 138, Section 15F

Dear Mr. Vozzella

Please be advised that your application for certification of the Franklin Farmers' Market, on Fridays from June 2nd 2017 to October 27th 2017 from 12:00 pm to 6:00 pm as an agricultural event pursuant to M.G.L. c. 138, Section 15F has been approved.

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

Sincerely,

John Lebeaux, Commissioner

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

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



Application for Certification of an Agricultural Event for the Sale of Wine
Pursuant to M.G.L. c. 138, Section 15F
*To be completed by the licensed farm-winery and returned to:
By Mail: Agricultural Event Certification Program, 251 Causeway Street, Suite 500, Boston, MA 02114
By Email: Rebecca.Davidson@State.ma.us with the subject line "Agricultural Event Certification"
(A separate application must be completed for each event)

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

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

1. Applicant Information					
Name of Licensed Farm-Winery	La Cantina Winery Company				
Farm-Winery License Number	FW-110	State of Issue	MA		
Contact Person	Robert Vozzella				
Address	355 Union St				
City	Franklin	State	MA	Zip	02038
Phone Number	617-851-5127	Email	bob@lacantinawinery.com		
Correspondence preference	<input type="checkbox"/> Regular Mail		<input checked="" type="checkbox"/> Email		
<i>Note: Approval/denial letters will be sent regular mail.</i>					
Do you intend to sell, sample, or both? Check all that apply.					
<input checked="" type="checkbox"/> Sell		<input checked="" type="checkbox"/> Sample			

2. Event Information					
Name of Agricultural Event	Franklin Farmers Market				
Type of Event	<input type="checkbox"/> Agricultural Fair (as defined by MDAR policy)	<input checked="" type="checkbox"/> Farmers Market (as defined by MDAR policy)	<input type="checkbox"/> Other Agricultural Event		
If you selected "Other Agricultural Event", how does this event promote local agriculture?					
Event Address	Town Common, corner of Main st and High st				
City	Franklin	State	MA	Zip	02038
Event Phone Number	508-423-6818	Event Website	http://www.franklinfarmersmarketma.com/		

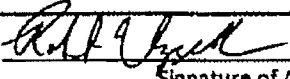
3: Event Description			
What are the date(s) and time(s) of the event?			
Start date	06 / 02 / 17	End date	10 / 27 / 17 Time 12:00-6:00
	<small>Month Day Year</small>		<small>Month Day Year</small>
If this is a weekly event, on what day of the week does the event occur? Friday			
If the event is an agricultural fair, does the event include competitive agriculture?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Is the event sponsored or run by an agricultural/horticultural society, grange, agricultural commission or association whose primary purpose is the promotion of agriculture and its allied industries?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
	If yes, identify:		

4: Event Management			
Name of Event Manager	Cynthia Garboski		
Email Address	c.garboski@gratefulfarm.com	Phone Number	508-423-6818
Is this person the on-site manager?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
If no, identify on-site manager (include contact information):			
If there are multiple managers, list them and include contact information:			
<p>Attach on-site manager(s) resume(s) <u>or</u> list any credentials or training of the on-site manager(s): <i>Relevant credentials include, but are not limited to, experience as a market manager, attendance at any market manager workshops, and experience with other agricultural events.</i></p>			

5. General

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

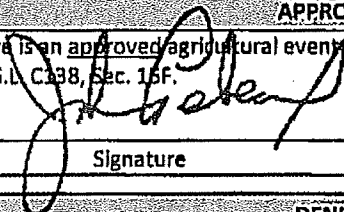
[Empty space for plan depicting premises and specific location]

 Signature of Applicant	<u>3/14/17</u> Date
<u>Robert Vozzella</u> Name (please print)	<u>Owner</u> Title (please print)
<u>FW-110</u> Farm-Winery License Number	<u>MA</u> State

FOR DEPARTMENT USE ONLY

APPROVAL

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

 Signature	<u>3/29/17</u> Date
--	------------------------

DENIAL

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

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

BASIC PERMIT

(Under Federal Alcohol Administration Act)

1. PERMIT NUMBER
MA-W-21028

2. DATE OF PERMIT

04/20/2015

5. NAME AND ADDRESS OF PERMITTEE (Number and street, city or town, State and Zip Code)
LA CANTINA WINERY COMPANY

3. REGISTRY NUMBER (if applicable)
BWN-MA-21028

355 UNION ST
FRANKLIN, MA 02038-0000

4. DATE OF APPLICATION 12/17/2014



6. TRADE NAMES AUTHORIZED BY THIS PERMIT (Trade name approval does not constitute approval as a brand name for labeling purposes. If needed, list on reverse or use continuation sheet.)

*Used for Contract Bottling or Packaging/Branding Purposes

7. PERMIT GRANTED FOR (ONE TYPE OF OPERATION ONLY)

Pursuant to the application of the date indicated in item 4, you are authorized and permitted to engage, at the above address, in the business of:

- a. Distilled Spirits - distiller rectifier (processor) warehouseman and/or warehouseman and bottler and while so engaged, sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the distilled spirits so distilled or rectified, or warehoused and bottled, or the wines so rectified,
- b. Wine - producer and blender blender and while so engaged, to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the wine so produced or blended,
- c. Importer - importing into the United States the following alcoholic beverages:
while so engaged, to sell, offer to deliver for sale, contract to sell or ship, in interstate or foreign commerce, the alcoholic beverages so imported,
- d. Wholesaler - Purchasing for resale at wholesale the following alcoholic beverages:
while so engaged, to receive or to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the alcoholic beverages so purchased.

This Permit is conditioned upon your compliance with the Federal Alcohol Administration Act; the Twenty-first Amendment and laws relating to its enforcement; all other Federal laws relating to distilled spirits, wine, and malt beverages, including taxes with respect to them; the Federal Water Pollution Control Act; and, all applicable regulations made pursuant to law which are now, or may hereafter be, in force.

This basic permit is effective from the date shown above and will remain in force until suspended, revoked, annulled, voluntarily surrendered, or automatically terminated.

THIS PERMIT WILL AUTOMATICALLY TERMINATE THIRTY DAYS AFTER ANY CHANGE IN PROPRIETORSHIP OR CONTROL OF THE BUSINESS, unless an application for a new basic permit is made by the transferee or permittee within the thirty day period. If an application for a new basic permit is timely filed, the outstanding basic permit will continue in effect until the application is acted on by the District Director, Alcohol and Tobacco Tax and Trade Bureau.

THIS PERMIT IS NOT TRANSFERABLE. ANY CHANGE IN THE TRADE NAME, CORPORATE NAME, MANAGEMENT OR ADDRESS OF THE BUSINESS COVERED BY THIS PERMIT, OR ANY CHANGE IN STOCK OWNERSHIP (MORE THAN 10%) MUST BE REPORTED TO THE NATIONAL REVENUE CENTER, PUERTO RICO OPERATIONS OFFICE WITHOUT DELAY.

THIS IS AN

ORIGINAL PERMIT

AMENDED PERMIT

REASON FOR AMENDMENT

DATE OF AMENDMENT

SIGNATURE AND TITLE OF AUTHORIZED TTB OFFICIAL

FOR JOHN J. MANFREDA, ADMINISTRATOR

The Commonwealth of Massachusetts
Department of the State Treasurer

License Number: FW-LIC-000110
Record Number: 2016-000017-FW-REN
Capacity: 5K Gallons or Less



Alcoholic Beverages Control Commission

Hereby Grants a Farmer-Winery License
La Cantina Winery Company
355 Union Street Franklin, MA 02038

This license authorizes the above-named holder: (1) to produce, rectify, blend, or fortify from fruits, flowers, herbs or vegetables wine containing not more than 24 percent of alcohol by volume at 60 degrees Fahrenheit; and, (2) to sell wine or winery products: (a) at wholesale to any person holding a valid wholesaler's and importer's license under section 18; (b) at retail or wholesale to a person in a state or territory in which the importation and sale of wine is not prohibited by law; and, (c) at wholesale to a person in any foreign country.

This license is subject to the following conditions:

1. The licensed premises and all books, records and other documents relating to the business authorized to be conducted under this license shall be subject to inspection at any time by any member of the Commission or any duly authorized agent thereof.
2. Alcoholic beverages shall not be kept or exposed for sale on premises other than those described in this license.
3. Alcoholic beverages shall not be sold delivered or furnished to any person under twenty-one years of age; or delivered by any person under eighteen years of age.
4. Sales and deliveries hereunder are authorized between the hours of 8:00 o'clock A.M. and 11:00 o'clock P.M. only.
5. The above-named holder must obtain a license issued under M.G.L. c. 138 §19F to sell at retail by the bottle to consumers, for consumption off the winery premises.

This license is issued conditionally and subject to the fact that there exists no breach of any condition of any previous license or violation of any law of the Commonwealth under any previous license and this license shall be subject to revocation, cancellation, modification or suspension for any such breach of condition or violation of law.

2017 IN WITNESS WHEREOF, the undersigned have hereunto affixed their official signatures this March 23, 2016.

This License will expire
12/31/2017 unless otherwise
suspended or revoked during this period

Kim S. Gainsboro, Chairman

Elizabeth Lashway, Commissioner

Kathleen McNally, Commissioner

This License Shall Be Displayed on the Premises in a Conspicuous Place Where It Can Be Easily Read.

Fee \$ 22.00

The Commonwealth of Massachusetts
Department of the State Treasurer

License Number: SP-LIC-007608

Record Number: SP-LIC-007608



Alcoholic Beverages Control Commission

Hereby Grants a Salesman's Permit

ROBERT VOZZELLA

355 Union St. Franklin, MA 02038

La Cantina Winery Company

This permit is issued conditionally and subject to the fact that there exists no breach of any condition of any previous license or violation of any law of the Commonwealth under any previous license and this license shall be subject to revocation, cancellation, modification or suspension for any such breach of condition or violation of law.

This permit shall always be carried by the permittee and shall not be valid unless he has endorsed his usual signature on the line below. No person under twenty-one years of age shall be permitted to handle, transport or deliver any alcoholic beverages under this permit. No alcoholic beverage shall be delivered and no alcoholic beverages other than samples shall be transported in a vehicle owned or leased by the holder of a Salesman's permit

IN WITNESS WHEREOF, the undersigned have hereunto affixed their official signatures this March 23, 2016.

2017

This License will expire
12/31/2017 unless otherwise
suspended or revoked during this period

Elizabeth A. Lashway
Elizabeth Lashway, Commissioner

Kathleen McNally
Kathleen McNally, Commissioner

Permit Issued Under the Provisions of Section 19A and 22, Chapter 138 of the General Laws, as Amended

Fee \$ 200.00

The Commonwealth of Massachusetts
Department of the State Treasurer

License Number: TR-LIC-003667
Record Number: SP-LIC-007608



Alcoholic Beverages Control Commission

Hereby Grants a
Transportation and Delivery Permit
Vehicle Plate Number: 7143SF

Related License:
ABCC License Number: SP-LIC-007608
License Type: Salesman Permit

No PERSON under eighteen years of age shall be permitted to handle, transport or deliver any alcoholic beverages under this permit.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their official signatures this 3/23/2016.

2017

This License will expire
12/31/2017 unless otherwise
suspended or revoked during this period

This permit is issued conditionally and subject to the fact that there exists no breach of any previous permit or violation of any law of the Commonwealth under any previous permit and this license shall be subject to revocation, cancellation, modification or suspension for any such breach of condition or violation of law.

This permit shall always be carried in the vehicle.

License issued under the Provisions of Section 22, Chapter 138 of the General Laws, as Amended

Fee \$ 150.00

Elizabeth Lashway
Elizabeth Lashway, Commissioner

Kathleen McNally
Kathleen McNally, Commissioner

fjfaubert@hotmail.com
89 Redwood Drive
Cranston, RI 02920-5914



Frank J. Faubert

Tel: 401.943.5454
Fax: 401.946.4121
www.stoptraining.com

May 17, 2016

Dear Owner / Manager,

This letter is confirmation that the individual(s) listed below have/has successfully completed a S.T.O.P. training course. Certification is valid for three years from the class date.

Should you have any questions or require further information, please do not hesitate to call.

* You may need to show this letter to your city/town hall for proof of certification.


Frank J. Faubert, President

Place of Employment: La Cantina Winery - Franklin

Class Date: 5/15/2016

Expiration Date: 5/15/2019

Workshop Location: La Cantina Winery - Franklin

Names:

Vozzella, Robert J.

Vozzella, Phyllis

Vozzella, Ana A.

Vozzella, Robert A.

Cynthia Garboski

Cynthia Garboski
9 Prospect Street, Franklin, MA 02038
508-423-6818
c.garboski@gratefulfarm.com

3/14/2017

Dear La Cantina Winery,

La Cantina Winery has been accepted as a vendor at the Franklin Farmers' Market for the 2017 season, pending all necessary special licenses and/or permits. The market will take place from June 2nd 2017 to October 27th 2017 on Fridays from 12PM-6PM. The market is held at the Franklin, MA town common on Main Street at High Street.

Warm regards,



Cynthia Garboski
Market Manager



Cynthia Garboski

9 Prospect Street, Franklin, MA 02038

Phone: (508) 423-6818 Email: cjgarboski@gmail.com

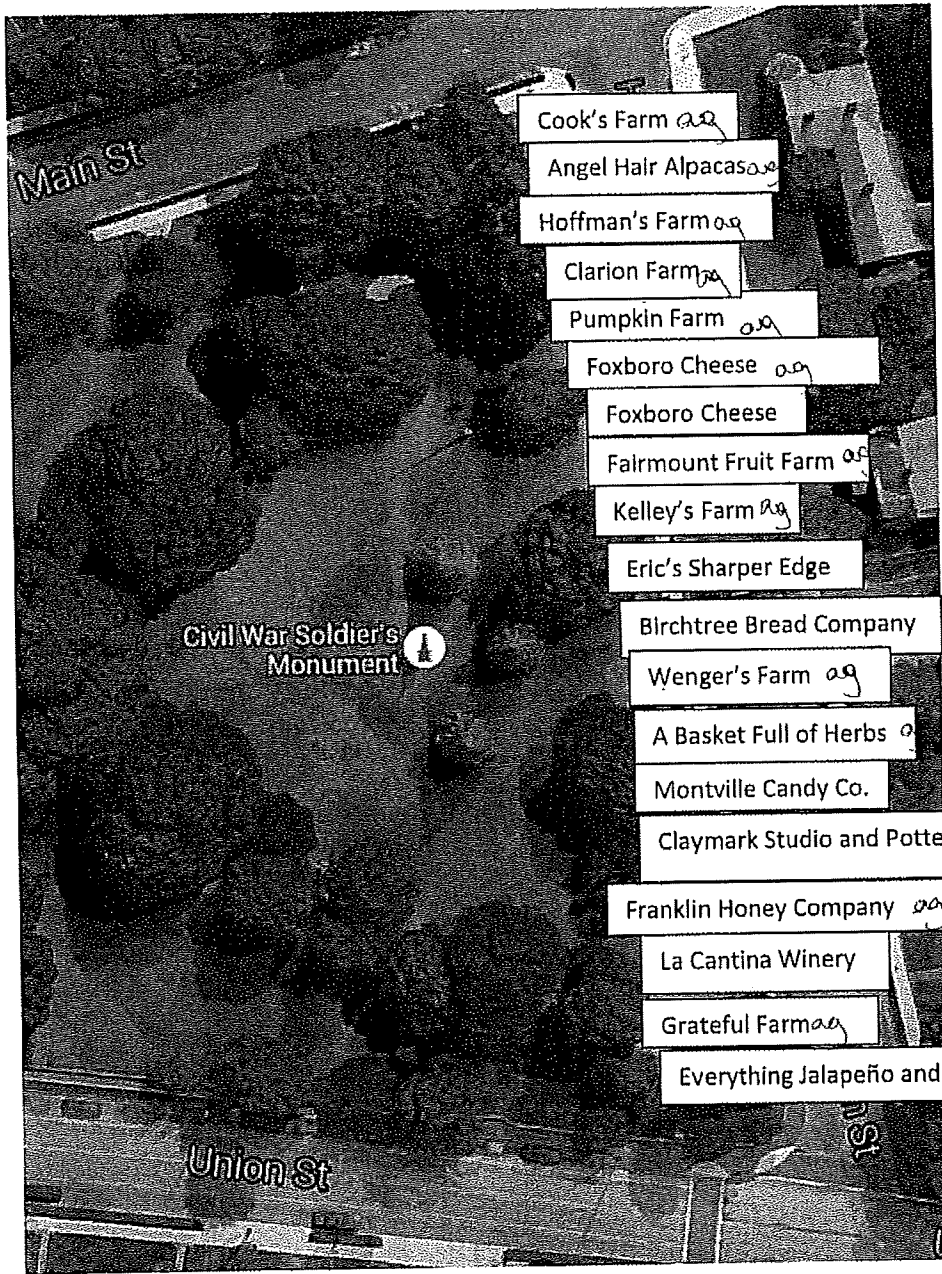
Overview I have been working with my family owned farm and local market for several years. In recent years, I have taken over management of both endeavors.

History

- **2013 – Present** Manager of Marketing for Grateful Farm and Franklin Farmers' Market
- **2016 – Present** Market Manager and Operator for Franklin Farmers' Market. Vendor representative for Grateful Farm.
- **January 2017 – Present** Manager and Operator of Grateful Farm Corp.

Education

- **University of Rhode Island, Kingston, RI, 2000-2004**
Bachelor of Science in Electrical Engineering



Main St

Civil War Soldier's Monument

Union St

Cook's Farm *ag*

Angel Hair Alpacas *ag*

Hoffman's Farm *ag*

Clarion Farm *ag*

Pumpkin Farm *ag*

Foxboro Cheese *ag*

Foxboro Cheese

Fairmount Fruit Farm *ag*

Kelley's Farm *ag*

Eric's Sharper Edge

Birchtree Bread Company

Wenger's Farm *ag*

A Basket Full of Herbs *ag*

Montville Candy Co.

Claymark Studio and Pottery Space

Franklin Honey Company *ag*

La Cantina Winery

Grateful Farms *ag*

Everything Jalapeño and Not

13/20

Company	Product	City	ST.	Zip
A Basket Full of Herbs	Packaged dried herb and spice blends	Natick	MA	01760
Ackerman Maple Farm	maple syrup, maple cream, maple sugar and maple candy	Cabot	VT	05647
Angel Hair Alpacas	Alpaca Clothing	N. Grafton	MA	01536
Birchtree Bread Company	Artisan breads and pastries	Worcester	MA	01604
Clarion Farms	Horse and Horseshoe farm inspired garden art and décor pieces	Franklin	MA	02038
Claymark Studio	Hand made ceramics	Franklin	MA	02038
Cooks' Valley Farm	fruit, vegetables, cut flowers	Wrentham	MA	02093
Elzire's Acre	Goat Milk Soap	Plymouth	MA	02360
Eric's Sharper Edge	Knife Sharpening	Princeton	MA	01541
Everything Jalapeno and Not	Salsa, Jam, Relish, Pickles	Franklin	MA	02038
Fairmount Fruit Farm	Vegetables, Fruit, Eggs	Milford	MA	01757
Foxboro Cheese	Cheese, Beef, Veal, eggs	Franklin	MA	02038
Franklin Honey Company	Raw, unprocessed honey, honey bee related products (lip balm, hand cream, soap, candles)	Foxboro	MA	02035
Grateful Farm	Organic fruit and produce, potted veg.& herbs	Franklin	MA	02038
Hoffmans' Farm	Vegetables	Franklin	MA	02038
Kellys' Farm	Fruits and veggies, some plants and flowers, corn, tomato, etc	Franklin	MA	02038
La Cantina Winery	Wine	Northbridge	MA	01534
Montville Candy	Fudge, candy, nuts, popcorn and marshmallows	Franklin	MA	02038
Painted Lady Flower Farm	Flowers	Hopedale	MA	01747
Pumpkin Farm, The	Vegetables (certified organic)	Franklin	MA	02038
Wengers Farm	honey, homemade baked goods, eggs, produce, local made jams	Medway	MA	02053
Jorge Amado Ceramics	hand built and wheel thrown pottery	Bellingham	MA	02019
Andy's Heaven and Hell Hot Sa	Hot Sauce and Jerky	Franklin	MA	02038
Cactus Pottery	Cactus plants and pots	Bellingham	MA	02019
Lanni Orchards	Fruits and Vegetables			
TC Scoops	Ice Cream, Hot Fudge, Chocolate Bark, Nuts and more	Lunenburg	MA	01462
		Medway	MA	

FRANKLIN FARMERS MARKET 2017

The Franklin Farmers Market operates with permission of the Town of Franklin, Massachusetts. The following regulations have been formulated with the cooperation and approval of the Town of Franklin.

The market is located on the Franklin Town Common on High Street, between Main and Union Streets, and operates every Friday beginning June 2nd, and ending October 27th. Operating hours are from 12:00pm to 6:00pm. Vendors are requested not to arrive earlier than 10:00am or later than 11:00am on the day of the market. Vendors must remain at the market until 6pm unless otherwise approved by the market manager.

Any vendor wishing to sell processed foods, baked goods, meat, fish, etc. must obtain a Board of Health certificate from the Town of Franklin and provide proof of their licenses to the market manager with this registration. These items shall be wrapped, covered, and/or refrigerated as deemed necessary by the Town of Franklin Board of Health Agent and the market manager.

Prices shall be predominately displayed by pound, bunch or piece, with seconds clearly identified.

All scales are to have a Massachusetts Weights and Measures Inspection seal dated for the current market year.

Product dumping, price gouging, and loud hawking are prohibited.

The market is considered a class "B" market; defined as vendors growing or creating their own products, or selling the products of other New England producers that are previously approved by the market manager. In the event, there is reasonable doubt that a vendor is not adhering to this definition, the market manager will have the right to conduct an on-site inspection of the vendor's farm, kitchen or workshop at a mutually agreeable time. At this inspection, the market manager will verify that the vendor is capable of creating the products that they offer for sale.

No vendor shall have the right to sub-lease, sell, transfer, or permit any other person the use of their market space without prior approval of the market manager.

Vendors are *not* allowed to park on the common, and are requested to park their vehicles after offloading on either the Union Street or Main Street sides of the common to facilitate customer parking.

Vendors are required to clean their spaces and remove all debris prior to leaving.

Any market disputes should be brought to the attention of the market manager. All questions or concerns shall be directed to the market manager.

The market manager reserves the right to cancel the privileges of any vendor who willfully violates any of these rules, *without reimbursement of market fees paid*.

The seasonal fee for attendance is \$250.00/year. Due by May 15th. Check made payable to "Franklin Farmers Market".

Franklin Farmers' Market Application

BUSINESS NAME: _____

CONTACT NAME: _____

ADDRESS: _____

TOWN: _____ STATE: _____ ZIPCODE: _____

TEL/CELL#: _____ E-Mail: _____

WEBSITE/FB PAGE (to be used on FFM website): _____

PRODUCT: _____

TENT SIZE: _____

For planning sake, please circle the dates that you know you are attending.

June 2	June 30	July 28	Aug 25	Sept 22	Oct 20
June 9	July 7	Aug 4	Sept 1	Sept 29	Oct 27
June 16	July 14	Aug 11	Sept 8	Oct 6	
June 23	July 21	Aug 18	Sept 15	Oct 13	

SPECIAL REQUESTS (Please note, not all requests can be accommodated but best effort will be made): _____

/we agree to abide by the rules and regulations governing the Franklin Farmers Market.

Signature _____

Date _____

MAIL TO: FFM
CYNTHIA GARBOSKI
9 PROSPECT ST
FRANKLIN MA 02038
PHONE: 508-423-6818

PRESENTATIONS
AND
DISCUSSIONS

- *Franklin Food Pantry*
- *Safe Coalition*

LEGISLATION

FOR

ACTION

TOWN OF FRANKLIN

RESOLUTION NO.: 17- 23

APPROPRIATION: FY 2017 Operating Budget Transfers

AMOUNT REQUESTED: \$ 67,000

PURPOSE: To transfer from the FY 2017 Employee Benefits- Health Insurance Accounts to the following FY 2017 Operating Budgets:

Recreation Expenses	01630200-530910	\$25,000
Streetlights	01424200-524030	\$ 7,000
Human Resource Exp	01152200-530300	\$ 3,000
Central Service – Postage	01196200-534010	\$10,000
Wage Settlement	01910200-519010	\$20,000
Town Clerk Expenses	01161200-530950	\$ 2,000

MOTION

Be It Moved and Voted by the Town Council that the sum of Sixty-seven Thousand dollars (\$67,000.00) be transferred from Employee Benefits – Health Insurance Accounts to the above mentioned FY 2017 Operating Budgets.

DATED: _____, 2017

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council

TOWN OF FRANKLIN

RESOLUTION NO.: 17-24

APPROPRIATION: Library Historical Records

TOTAL REQUESTED: \$ 36,000

PURPOSE: To transfer/appropriate funds from

FY 2017 Operating Budget - Library Salaries to fund the digitization and preservation of Library historical records.

FINANCE COMMITTEE ACTION

Meeting Date: 5/3/17 **Vote:** 8-0

Recommended Amount: \$ 36,000

MOTION

Be It Moved and Voted by the Town Council that the sum of Thirty-six thousand dollars (\$36,000) be transferred from FY 2017 Operating Budget - Library Salaries to fund digitization and preservation of Library historical records.

DATED: _____, 2017

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

A True Record Attest:

ABSTAIN _____

ABSENT _____

Teresa M. Burr
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council

Sponsor:
Administration

TOWN OF FRANKLIN

RESOLUTION NO.: 17-25

APPROPRIATION: Snow & Ice Salaries: 01442100 85,000

TOTAL REQUESTED: \$ 85,000

PURPOSE: To transfer funds to cover shortfall within the above named account.

FINANCE COMMITTEE ACTION

Meeting Date: 5/3/17 **Vote:** 7-0

Recommended Amount: 85,000

MOTION

Be It Moved and Voted by the Town Council that the sum Eighty-five Thousand Dollars (\$85,000) be transferred to the above named account from Free Cash.

DATED: _____, 2017

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

A True Record Attest:

ABSTAIN _____

ABSENT _____

Teresa M. Burr
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council

TOWN OF FRANKLIN

RESOLUTION NO.: 17-26

APPROPRIATION: Roads/sidewalks/drainage/storm water/infrastructure

AMOUNT REQUESTED: \$ 500,000

PURPOSE: To provide funding for Roads/sidewalks/drainage/stormwater and infrastructure, and all costs incidental and related thereto.

FINANCE COMMITTEE ACTION

Meeting Date: 5/3/17 **Vote:** 8-0

Recommended Amount: 500,000.00

MOTION

Be It Moved and Voted by the Town Council transfer Five Hundred Thousand dollars (\$500,000) from Free Cash for Roads/sidewalks/drainage/stormwater and infrastructure, and all costs incidental and related thereto

DATED: _____, 2017

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council

TOWN OF FRANKLIN

RESOLUTION NO.: 17-27

APPROPRIATION: Turf Field Replacement

AMOUNT REQUESTED: \$ 1,373,000

PURPOSE: To transfer funds from Free Cash and the Athletic Field Stabilization Fund for the replacement of turf fields at the High School

FINANCE COMMITTEE ACTION

Date: 5/3/17 **Vote:** 8-0

Recommended Amount: \$ 1,373,000.00

MOTION

Be It Moved and Voted by the Town Council to transfer Five Hundred Thousand dollars (\$500,000) from Free Cash and Eight Hundred and Seventy-three Thousand dollars (\$873,000) from the Athletic Field Stabilization Fund for the replacement of turf fields at the High School and any other costs relating thereto.

DATED: _____, 2017

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

A True Record Attest:

ABSTAIN _____

ABSENT _____

Teresa M. Burr
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council

TOWN OF FRANKLIN

RESOLUTION NO.: 17-28

APPROPRIATION: OPEB Trust Fund

AMOUNT REQUESTED: \$ 360,000

PURPOSE: To transfer funds from Free Cash to the OPEB Trust Fund.

FINANCE COMMITTEE ACTION

Meeting Date: 5/3/17 **Vote:** 8-0

Recommended Amount: \$ 360,000.00

MOTION

Be It Moved and Voted by the Town Council to transfer Three hundred and Sixty thousand dollars (\$360,000.00) from Free Cash to the OPEB Trust Fund.

DATED: _____, 2017

VOTED:
UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council



Sponsor: Administration

TOWN OF FRANKLIN

RESOLUTION 17-29

RATIFICATION OF THE MEMORANDA OF AGREEMENT BETWEEN THE TOWN OF FRANKLIN AND ITS NINE MUNICIPAL UNIONS

Be it resolved that the Town of Franklin acting by and through the Town Council:

Hereby ratifies the provisions of the following Collective Bargaining Agreements between the Town of Franklin and the following Municipal Unions, effective July 1, 2018 through June 30, 2019, allowing for a wage increase of three percent (3%).

- AFSCME Local 1298, Council 93 - Municipal Building Employees
- AFSCME Local 1298, Council 93 -Custodians
- AFSCME Local 1298, Council 93 -Public Works Employees
- AFSCME Local 1298, Council 93 -Public Safety Telecommunications Division
- AFSCME Local 1298, Council 93 -Public Facilities Maintenance Employees
- Franklin Permanent Firefighters Association, Local 2637
- Franklin Police Association
- Franklin Police Sergeant’s Union
- Franklin Public Library Staff Association, MLSA, Local 4928, MFT, AFT MA

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

DATED: _____, 2017

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

Teresa M. Burr
Town Clerk

ABSTAIN _____

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council

TO: Jeff Nutting
FROM: Susan Gagner
RE: Recreation Chapter 44 §53D Self-supporting Revolving Fund
DATE: April 26, 2017

The Recreation Department expressed the need to establish a Recreation and Park Self-supporting Revolving Fund under Chapter 44 § 53D.

The Recreation Department has certain self-supporting programs that are provided by third parties. Examples of third party programs are golf and tennis activities, culinary arts, and the like. Only self-supporting programs through third parties will flow this this fund. Programs that that are to be included should be approved in advance by the Town Administrator and Comptroller.

Currently, the Town collects the money for the programs and the registration fees are deposited in the general fund. The third party invoices the Town and the bills are paid from the Recreation operating budget. It is difficult to budget for these programs during the budget process looking 12 to 18 months out. These programs can fluctuate based on interest and popularity of the programs offered. By establishing a revolving fund, there is flexibility in offering more programs during the year when interest warrants adding a second or third session.

I fully support establishing this Recreation and Park Revolving fund. By statute the activity in the fund will be reported annually to Town Council.



Sponsor: Administration

TOWN OF FRANKLIN

RESOLUTION 17-30

**ACCEPTANCE OF G.L. CHAPTER 44, SECTION 53D,
AUTHORIZING A MUNICIPAL REVOLVING FUND FOR
SELF-SUPPORTING RECREATIONAL AND PARK SERVICES**

WHEREAS, G.L. Chapter 44, Section 53D is a local acceptance statute which authorizes a municipality which accepts it to establish a revolving fund for self-supporting recreational and park services, and

WHEREAS, the Town Administrator, Recreation Department Director and Comptroller all recommend acceptance of the statute and establishment of the revolving fund,

NOW THEREFORE, the Town of Franklin acting by and through its Town Council hereby accepts G.L. Chapter 44, Section 53D.

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

DATED: _____, 2017

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ NO _____

Teresa M. Burr
Town Clerk

ABSTAIN _____

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council



TOWN OF FRANKLIN

BY-LAW AMENDMENT 17-789

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 the water system to #3 Mount Street for Amego, Inc. for a proposed school for children with autism and intellectual disabilities, from the existing main approximately 750 feet away on Upper Union Street. Developer will provide service stubs to eight existing homes on Upper Union Street, subject to Developer's grant to Town of a restrictive covenant, in form satisfactory to Town, limiting Developer's use of the property to the proposed school for children with autism and intellectual disabilities, and accessory uses, buildings, and/or structures.

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: _____, 2017

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

ABSTAIN _____

Teresa M. Burr
Town Clerk

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council



TOWN OF FRANKLIN

DEPARTMENT OF PUBLIC WORKS

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

March 30, 2017

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

RE: #3 Mount Street **WATER** Extension Permit Application

Dear Jeff,

We have received an application for a Water System Extension Permit from Amego, Inc. to provide water service to the parcel at the corner of Upper Union Street and Mount Street, currently known as #3 Mount Street. The proposed development at the site will be a school for children with autism and intellectual disabilities. The school will serve approximately 75 students.

The proposed water extension will connect to the existing water main approximately 750 feet away and will pass by eight existing homes on Upper Union St that are not currently on town water. If approved, the developer has agreed provide service stubs for each of these homes, as well as drainage and pavement improvements along Mount Street, valued at approximately \$100,000, as part of the overall project.

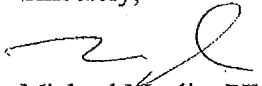
If the Council decides to approve the extension, we recommend the following conditions be attached to the approval:

1. The applicant will need to file all required permits and pay the respective fees prior to construction and the installation shall be in accordance with DPW standards.
2. New water service stubs will be provided to the eight existing houses on this portion of Upper Union Street.
3. Upper Union Street will be overlaid its full width for the entire length of trenching required for construction.
4. The Developer will provide to the Town an as-built drawing of the constructed improvements within the town right-of-way.

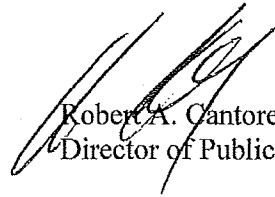
Page 2 of 2
#3 Mount Street Water Extension Permit Application

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,



Michael Maglio, PE
Town Engineer

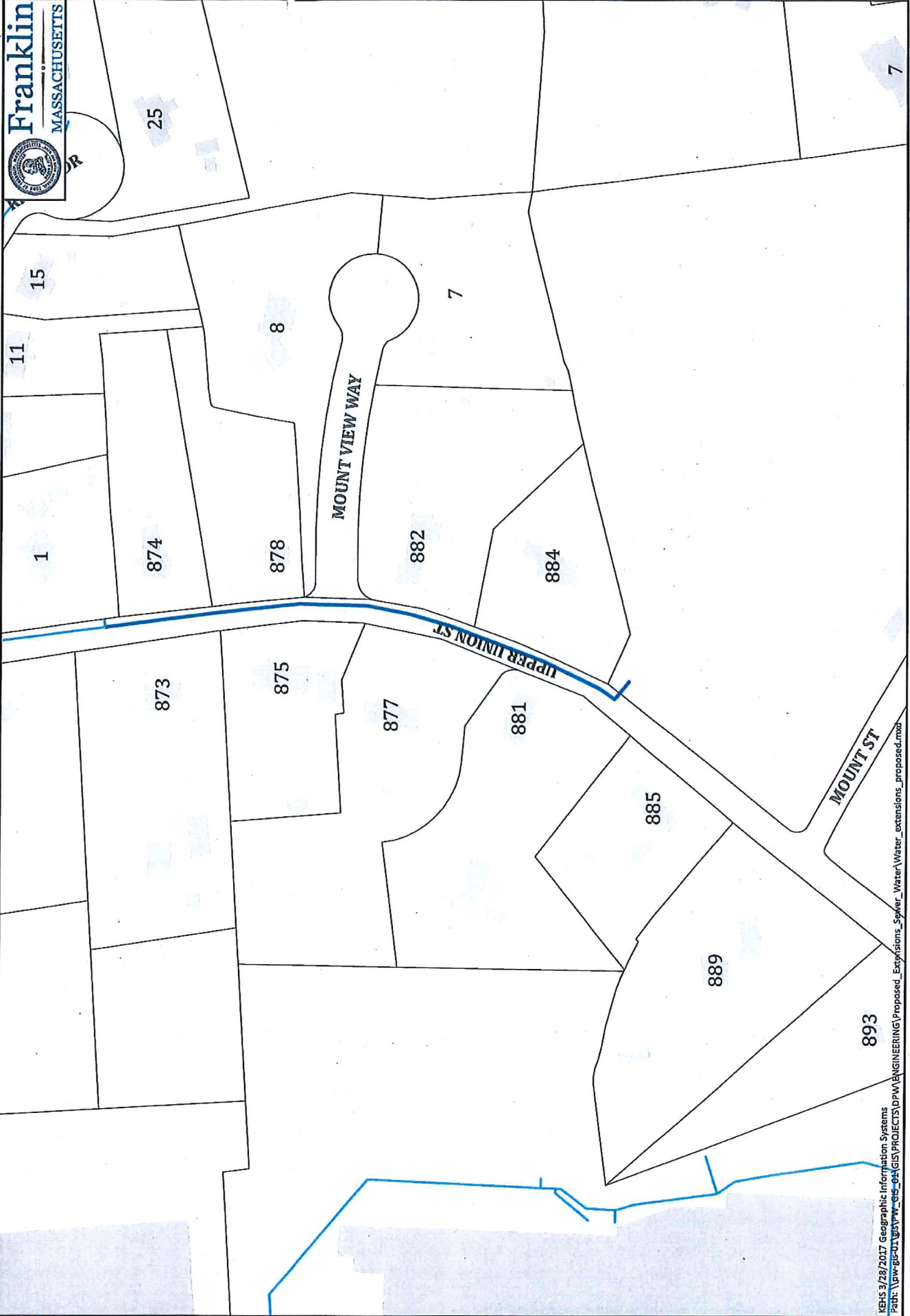
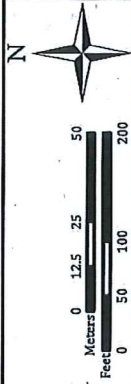


Robert A. Cantoreggi
Director of Public Works

Proposed Water Extension

Existing Waterline
Proposed Waterline
Building

Parcel Line





**TOWN OF FRANKLIN
BY-LAW AMENDMENT 17-790**

AMENDMENT TO SEWER SYSTEM MAP

**A BY-LAW TO AMEND THE CODE OF THE TOWN OF FRANKLIN,
CHAPTER 139, ENTITLED SEWERS, AS FOLLOWS:**

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:

Chapter 139-14 of the Code of the Town of Franklin entitled Sewer System Map, Exhibit A (map) be amended by adding the following extension as an eligible location:

§139-14. Sewer System Map

Exhibit A:

Extending sewer system to #3 Mount Street for Amego, Inc. for a proposed school for children with autism and intellectual disabilities, from existing manhole approximately 230 feet away on Upper Union Street. Extension will consist of a private sewer force main, subject to Developer's grant to Town of a restrictive covenant, in form satisfactory to Town, limiting Developer's use of the property to the proposed school for children with autism and intellectual disabilities, and accessory uses, buildings, and/or structures.

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

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

DATED. _____, 2017

VOTED:

UNANIMOUSLY: _____

A True Record Attest:

YES: _____ NO: _____

ABSTAIN: _____ ABSENT: _____

Teresa M. Burr
Town Clerk

Judith Pond Pfeffer, Clerk
FRANKLIN TOWN COUNCIL



TOWN OF FRANKLIN
DEPARTMENT OF PUBLIC WORKS
Franklin Municipal Building
257 Fisher Street
Franklin, MA 02038-3026

March 30, 2017

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

RE: #3 Mount Street **SEWER** Extension Permit Application

Dear Jeff,

We have received an application for a Sewer System Extension Permit from Amego, Inc. to provide sewer service to the parcel at the corner of Upper Union Street and Mount Street, currently known as #3 Mount Street. The proposed development at the site will be a school for children with autism and intellectual disabilities. The school will serve approximately 75 students.

The proposed sewer extension will connect to an existing sewer manhole approximately 230 feet away and will consist of a private sewer force main that will serve only the proposed development. A sewer pump station will be installed by the developer on private property at #3 Mount St which will remain private.

The proposed extension will pass by one existing home on Upper Union St that is not currently on sewer, however a lateral service will not be provided as the extension will be a private force main. If approved, the developer has agreed to provide drainage and pavement improvements along Mount Street, valued at approximately \$100,000, as part of the overall project.

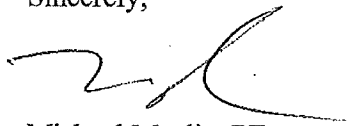
If the Council decides to approve the extension, we recommend the following conditions be attached to the approval:

1. The applicant will need to file all required permits and pay the respective fees prior to construction and the installation shall be in accordance with DPW standards.
2. The proposed sewer force main will remain a service line and its maintenance along its entire length will remain the responsibility of the property owner.
3. Upper Union Street will be overlaid its full width for the entire length of trenching required for construction.

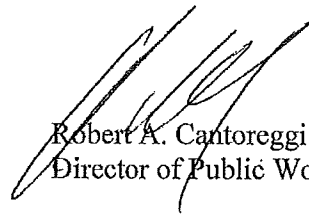
4. The Developer will provide to the Town an as-built drawing of the constructed improvements within the town right-of-way.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,



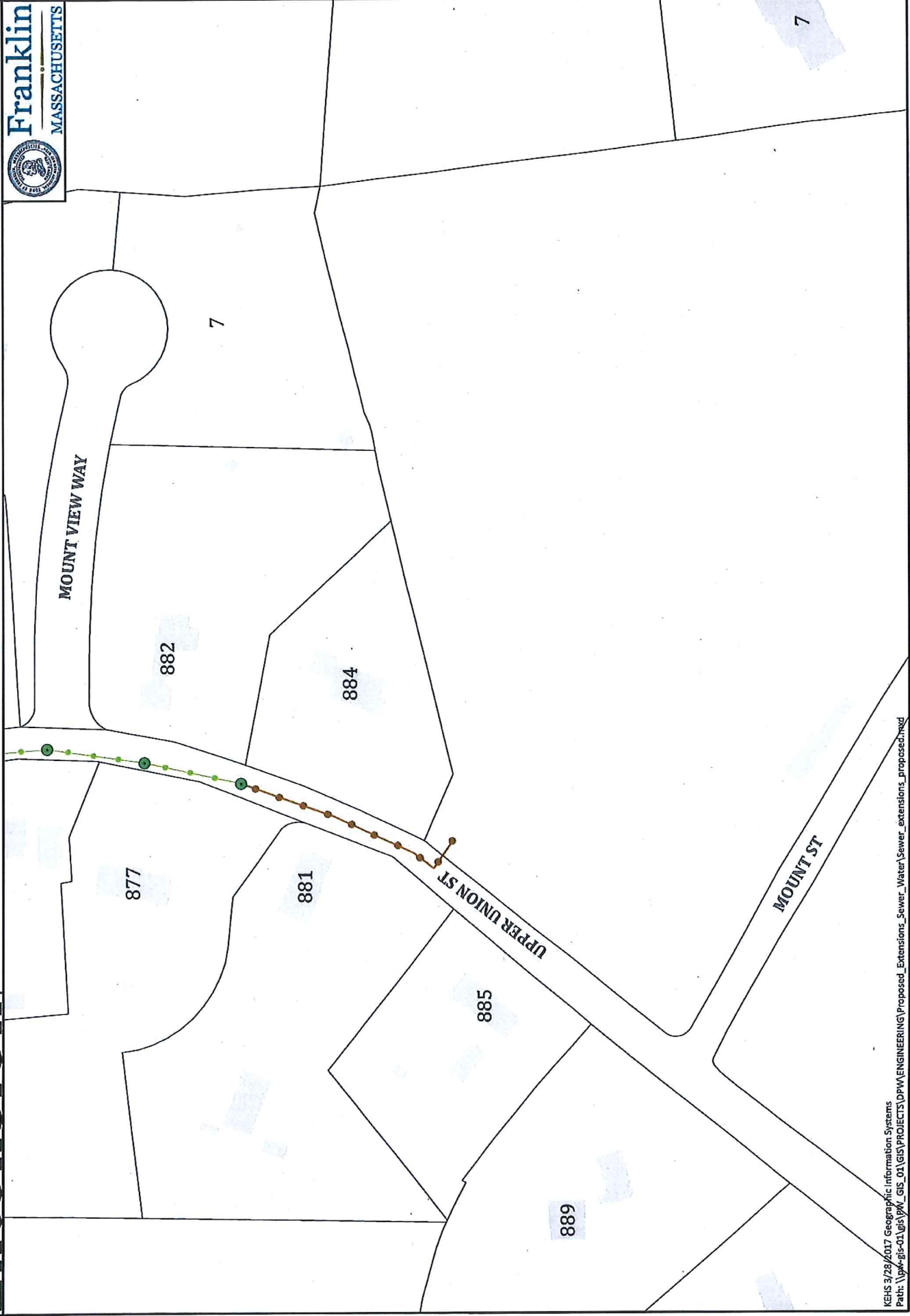
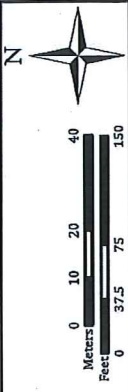
Michael Maglio, PE
Town Engineer



Robert A. Cantoreggi
Director of Public Works

Proposed Sewer Extension

- Proposed Force Main
- Existing Gravity Main
- Existing Manhole
- Building
- Parcel Line



Memo

To: Town Council
From: Jeffrey Nutting, Town Administrator
Date: May 3, 2017
Re: Bylaw 17-791 Revolving Funds



This bylaw is a requirement of the Legislation known as the "Municipal Modernization Act".

Once the bylaw is adopted there will be a resolution on a future agenda to set the scope and financial limit on each fund, which we do annually.



SPONSOR: Administration

**TOWN OF FRANKLIN
BYLAW AMENDMENT 17-791
NEW CHAPTER 73, DEPARTMENTAL
REVOLVING FUNDS**

A BYLAW TO AMEND THE CODE OF THE TOWN OF FRANKLIN BY ADDING A NEW CHAPTER: CHAPTER 73, DEPARTMENTAL REVOLVING FUNDS.

Be it enacted by the Franklin Town Council that Chapter 73, Departmental Revolving Funds is added to the Code of the Town of Franklin, as follows.

Chapter 73 - Departmental Revolving Funds

73-1. Purpose. This bylaw establishes and authorizes revolving funds for use by Town departments, boards, committees, agencies or officers in connection with the operation of programs or activities that generate fees, charges or other receipts to support all or some of the expenses of those programs or activities. These revolving funds are established under and governed by General Law Chapter 44, §53E½.

73-2. Expenditure Limitations. A department or agency head, board, committee or officer may incur liabilities against and spend monies from a revolving fund established and authorized by this bylaw without appropriation subject to the following limitations:

A. Fringe benefits of full-time employees whose salaries or wages are paid from the fund shall also be paid from the fund.

B. No liability shall be incurred in excess of the available balance of the fund.

C. The total amount spent during a fiscal year shall not exceed the amount authorized by the Town Council on or before July 1 of that fiscal year, or any increased amount of that authorization that is later approved during that fiscal year.

73-3. Interest. Interest earned on monies credited to a revolving fund established by this bylaw shall be credited to the general fund.

73-4. Procedures and Reports. Except as provided in General Laws Chapter 44, §53E½ and this bylaw, the laws, charter provisions, bylaws, rules, regulations, policies or procedures that govern the receipt and custody of Town monies and the expenditure and payment of Town funds shall apply to the use of a revolving fund established and authorized by this bylaw. The Comptroller shall include a statement on the collections credited to each fund.

the encumbrances and expenditures charged to the fund and the balance available for expenditure in the regular report the Comptroller provides the department, board, committee, agency or officer on appropriations made for its use.

73-5. Authorized Revolving Funds.

73-5.1 Council on Aging Senior Center Respite Program Revolving Fund.

- (1) Fund Name. There shall be a separate fund called the Council on Aging Senior Center Respite Program Revolving Fund for the use of the Council on Aging Senior Center Respite Program.
- (2) Revenues. The Comptroller shall establish the Council on Aging Senior Center Respite Program Revolving Fund as a separate account and credit to the fund all fees generated from the participation in the Council on Aging Senior Center Respite Program.
- (3) Purposes and Expenditures. During each fiscal year the Director of the Council on Aging may incur liabilities against and spend monies from the Council on Aging Senior Center Respite Program Revolving Fund for costs directly related to the Council on Aging Senior Center Respite Program.
- (4) Fiscal Years. The Council on Aging Senior Center Respite Program Revolving Fund shall operate for fiscal years that begin on or after July 1, 2017.

73-5.2 Council on Aging Senior Center Activities Program Revolving Fund.

- (1) Fund Name. There shall be a separate fund called the Council on Aging Senior Center Activities Program Revolving Fund for the use of the Council on Aging Senior Center Senior Center Senior Activities Program.
- (2) Revenues. The Comptroller shall establish the Council on Aging Senior Center Activities Program Revolving Fund as a separate account and credit to the fund all fees generated from the participation in all senior center activities offered, other than the supportive day program and respite program, but including the Council on Aging Senior Center Gift Store.
- (3) Purposes and Expenditures. During each fiscal year the Director of the Council on Aging Senior Center Activities Program may incur liabilities against and spend monies from the Senior Center Activities Program

Revolving Fund for costs directly related to the Senior Center activities and programs.

- (4) Fiscal Years. The Council on Aging Senior Center Activities Program Revolving Fund shall operate for fiscal years that begin on or after July 1, 2017.

73-5.3 Council on Aging Senior Center Supportive Day Program Revolving Fund.

- (1) Fund Name. There shall be a separate fund called the Council on Aging Senior Center Supportive Day Program Revolving Fund for the use of the Council on Aging Senior Center Supportive Day Program.
- (2) Revenues. The Comptroller shall establish the Council on Aging Senior Center Supportive Day Program Revolving Fund as a separate account and credit to the fund all fees generated from participation in the Council on Aging Senior Center Supportive Day Program.
- (3) Purposes and Expenditures. During each fiscal year the Director of the Council may incur liabilities against and spend monies from the Council on Aging Senior Center Supportive Day Program Revolving Fund for costs directly related to the Council on Aging Senior Center Supportive Day Program.
- (4) Fiscal Years. The Council on Aging Senior Center Supportive Day Program Revolving Fund shall operate for fiscal years that begin on or after July 1, 2017.

73-5.4 Use of Facilities Revolving Fund.

- (1) Fund Name. There shall be a separate fund called the Use of Facilities Revolving Fund for the use of the Public Facilities Department.
- (2) Revenues. The Comptroller shall establish the Use of Facilities Revolving Fund as a separate account and credit to the fund all revenues generated from the imposition of fees for use of town and school buildings to defray costs of utilities and maintenance of said buildings.
- (3) Purposes and Expenditures. During each fiscal year the Public Facilities Director may incur liabilities against and spend monies from the Use of Facilities Revolving Fund for costs directly related to the utility service and maintenance of buildings.

(4) Fiscal Years. The Use of Facilities Revolving Fund shall operate for fiscal years that begin on or after July 1, 2017

73-5.5 Fire Department Fire Rescue Training Program Revolving Fund.

(1) Fund Name. There shall be a separate fund called the Fire Department Fire Rescue Training Program Revolving Fund for the use of the Fire Department.

(2) Revenues. The Comptroller shall establish the Fire Department Fire Rescue Training Program Revolving Fund as a separate account and credit to the fund all fees generated from participation in the Fire Department Fire Rescue Training Program.

(3) Purposes and Expenditures. During each fiscal year the Fire Chief may incur liabilities against and spend monies from the Fire Department Fire Rescue Training Revolving Fund for costs directly related to the Fire Department Fire Rescue Training Program.

(4) Fiscal Years. The Fire Department Fire Rescue Training Program Revolving Fund shall operate for fiscal years that begin on or after July 1, 2017.

73-5.6 Community Policing Programs Revolving Fund.

(1) Fund Name. There shall be a separate fund called the Community Policing Programs Revolving Fund for the use of the Police Department.

(2) Revenues. The Comptroller shall establish the Community Policing Programs Revolving Fund as a separate account and credit to the fund all fees generated from participation in the Community Policing Programs.

(3) Purposes and Expenditures. During each fiscal year the Police Chief may incur liabilities against and spend monies from the Community Policing Programs Revolving Fund for costs directly related to the Community Policing Programs.

(4) Fiscal Years. The Community Policing Programs Revolving Fund shall operate for fiscal years that begin on or after July 1, 2017.

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

←-----→
DATED: _____, 2017

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ NO _____

Teresa M. Burr
Town Clerk

ABSTAIN _____

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council

Sponsor: *Administration*

**TOWN OF FRANKLIN
ZONING BY-LAW AMENDMENT 1-792
USE REGULATIONS FOR BREWERY, DISTILLERY, OR
WINERY WITH A TASTING ROOM
A ZONING BY-LAW TO AMEND THE FRANKLIN TOWN CODE AT
CHAPTER 185, USE REGULATION SCHEDULE PART III**

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, Attachment 4 Use Regulations Schedule Part III:

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													
	RRI RVI	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 ^{3,5,6}	N	N	N	N	N	N	N	BA	BA	N	BA	BA	BA	BA
b. Earth removal, other ^{3,4}	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	PB	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 ⁴	P/SP
b. Over 5,000 square feet	N	N	N	N	N	N	N	N	N	N	P/SP	P/SP	N	PB
3.7 Public utility	P/SP	P/SP	P/SP	P/SP	P/SP	N	N	P/SP	P/SP	P/SP	P/SP	P/SP	P/SP	P/SP
a. Electric power plant	N	N	N	N	N	N	N	N	N	N	N	BA	N	N
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	P/SP	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	PB	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

NOTES:

1. Subject to § 185-42.
2. Biotechnology uses are permitted in the portions of the Industrial District and Office District which are in the Biotechnology Uses Overlay District.
3. See § 185-23, specifically, § 185-23A, Exemptions.
4. See § 185-44, "Administration and enforcement," for general special permit filing information, and § 185-23, Earth removal regulations, for specific filing information.
5. Any commercial earth removal is not permitted within a Water Resource District.
6. See § 185-3 for "commercial earth removal" definition.
7. Only allowed as an accessory use to an otherwise permitted use as detailed in Use Regulations Schedule, Part VII, Accessory Uses.

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

DATED: _____, 2017

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

Teresa M. Burr
Town Clerk

ABSTAIN _____

ABSENT _____

Judith Pond Pfeffer, Clerk