



FRANKLIN TOWN COUNCIL

May 24, 2017

7:00 PM

A. APPROVAL OF MINUTES

B. ANNOUNCEMENTS –

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

C. PROCLAMATIONS/RECOGNITIONS – Swearing In – Police Department – Nick Palmieri

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

F. HEARINGS – FY 2018 Budget Hearing: 7:10 PM

G. LICENSE TRANSACTIONS - Sreefarminghamma Inc.: New All Alcoholic Beverages Restaurant License – 7:10 PM

H. PRESENTATIONS/DISCUSSIONS - Veteran's Agent – Dale Kurtz

I. SUBCOMMITTEE REPORTS

J. LEGISLATION FOR ACTION

1. *Resolution 17-32: Salary Schedule, Full-Time Elected Official (Motion to Move Resolution 17-32 – Majority Vote (5))*
2. *Resolution 17-34: Request for Special Legislation Re: Authorization for Town to Establish a Local Agricultural Commission with Limited Authority (Motion to Move Resolution 17-34 – Majority Vote (5))*
3. *Resolution 17:36: Upgrading Street Lighting System (Motion to Move Resolution 17-36 – Majority Vote (5))*
4. *Resolution 17-37: Appropriation – Town Administration – Water BAN Interest (Motion to Move Resolution 17-37 – Majority Vote (5))*
5. *Bylaw Amendment 17-793: Amendment to Water System Map – 1st Reading (Motion to Move Bylaw Amendment 17-793 to a 2nd Reading – Majority Vote (5))*

K. TOWN ADMINISTRATOR'S REPORT

L. FUTURE AGENDA ITEMS

M. COUNCIL COMMENTS

N. EXECUTIVE SESSION –

O. ADJOURN

➤ PROCLAMATIONS & RECOGNITIONS

- *Swearing in - Police Department – Nick Palmieri*

HEARING – 7:10 PM

- FY 2018 BUDGET HEARING – 7:10 PM
1ST READING

	OPERATING BUDGET	FY 2017	FY 2018	FY 2018	FY 2018	approved
	TOWN OF FRANKLIN	Town Council	TA	Fin Comm	Town Council	
	FY 2018	Final	Recommend	Recommend	to Vote	v
111	Town Council					
	expenses	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	
		4,000	4,000	4,000	4,000	
123	Town Administration					
	salaries	419,236	451,299	451,299	451,299	
	expenses	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	
		444,236	476,299	476,299	476,299	
131	Finance Committee					
	expenses	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	
135	Comptroller					
	salaries	406,960	424,777	424,777	424,777	
	expenses	<u>65,200</u>	<u>70,050</u>	<u>70,050</u>	<u>70,050</u>	
		472,160	494,827	494,827	494,827	
141	Assessors					
	salaries	264,610	276,694	276,694	276,694	
	expenses	<u>88,500</u>	<u>75,000</u>	<u>75,000</u>	<u>75,000</u>	
		353,110	351,694	351,694	351,694	
147	Treasurer-Collector					
	salaries	381,209	391,532	391,532	391,532	
	expenses	<u>57,395</u>	<u>57,305</u>	<u>57,305</u>	<u>57,305</u>	
	tax title expenses	<u>32,000</u>	<u>32,000</u>	<u>32,000</u>	<u>32,000</u>	
		470,604	480,837	480,837	480,837	
151	Legal					
	salaries	98,468	101,000	101,000	101,000	
	expenses	<u>45,000</u>	<u>46,500</u>	<u>46,500</u>	<u>46,500</u>	
		143,468	147,500	147,500	147,500	
152	Human Resources					
	salaries	159,876	143,000	143,000	143,000	
	expenses	<u>16,950</u>	<u>16,950</u>	<u>16,950</u>	<u>16,950</u>	
		176,826	159,950	159,950	159,950	
155	Information Technology					
	expenses	<u>163,268</u>	<u>205,000</u>	<u>205,000</u>	<u>205,000</u>	
		163,268	205,000	205,000	205,000	
161	Town Clerk					
	elected official salary	77,000	81,000	81,000	81,000	
	salaries	61,600	67,816	67,816	67,816	
	expenses	<u>19,650</u>	<u>24,550</u>	<u>24,550</u>	<u>24,550</u>	
		158,250	173,366	173,366	173,366	
164	Elections & Registration					
	salaries	32,783	28,514	28,514	28,514	
	expenses	<u>22,400</u>	<u>23,000</u>	<u>23,000</u>	<u>23,000</u>	
		55,183	51,514	51,514	51,514	
176	Appeals Board					
	expenses	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>	
		5,000	5,000	5,000	5,000	
177	Planning & Growth Manage					
	salaries	273,735	280,090	280,090	280,090	
	expenses	<u>36,650</u>	<u>39,650</u>	<u>39,650</u>	<u>39,650</u>	
		310,385	319,740	319,740	319,740	

	OPERATING BUDGET	FY 2017	FY 2018	FY 2018	FY 2018	approved
	TOWN OF FRANKLIN	Town Council	TA	Fin Comm	Town Council	
	FY 2018	Final	Recommend	Recommend	to Vote	v
192	Public Property & Buildings					
	salaries	2,537,300	2,640,604	2,640,604	2,640,604	
	expenses	4,123,450	4,272,300	4,272,300	4,272,300	
		6,660,750	6,912,904	6,912,904	6,912,904	
196	Central Service					
	expenses	115,600	115,100	115,100	115,100	
		115,600	115,100	115,100	115,100	
	Subtotal, General Government	9,534,340	9,899,231	9,899,231	9,899,231	
210	Police					
	salaries	4,852,160	5,023,506	5,023,506	5,023,506	
	expenses	242,625	258,514	258,514	258,514	
		5,094,785	5,282,020	5,282,020	5,282,020	
220	Fire					
	salaries	4,772,760	4,946,066	4,946,066	4,946,066	
	expenses	408,900	413,800	413,800	413,800	
		5,181,660	5,359,866	5,359,866	5,359,866	
225	Regional Dispatch					
	expenses	47,000	94,000	94,000	94,000	
		47,000	94,000	94,000	94,000	
240	Inspection					
	salaries	358,888	373,120	373,120	373,120	
	expenses	24,600	23,000	23,000	23,000	
		383,488	396,120	396,120	396,120	
292	Animal Control					
	expenses	67,226	69,428	69,428	69,428	
		67,226	69,428	69,428	69,428	
293	Parking Meters					
	expenses	2,000	0	0	0	
		2,000	0	0	0	
	Subtotal, Public Safety	10,776,159	11,201,434	11,201,434	11,201,434	
300	Town Schools	58,412,350	60,175,000	60,175,000	60,175,000	
390	Regional School	2,261,376	2,373,202	2,373,202	2,373,202	
395	Norfolk Aggie	36,000	38,000	38,000	38,000	
	Subtotal, Education	60,709,726	62,586,202	62,586,202	62,586,202	
440	DPW-Highway Dept					
	salaries	1,564,458	1,679,657	1,679,657	1,679,657	
	expenses	2,602,520	2,824,840	2,824,840	2,824,840	
		4,166,978	4,504,497	4,504,497	4,504,497	
424	Street Lighting					
	expenses	155,000	165,000	165,000	165,000	
		155,000	165,000	165,000	165,000	
	TOTAL DPW - Hwy	4,321,978	4,669,497	4,669,497	4,669,497	
510	Health					
	salaries	184,056	203,179	203,179	203,179	
	expenses	4,250	4,250	4,250	4,250	
		188,306	207,429	207,429	207,429	

	OPERATING BUDGET	FY 2017	FY 2018	FY 2018	FY 2018	approved
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525	Public Health Services					
	expenses	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	
		20,000	20,000	20,000	20,000	
541	Council on Aging					
	salaries	182,163	190,469	190,469	190,469	
	expenses	<u>4,000</u>	<u>5,800</u>	<u>5,800</u>	<u>5,800</u>	
		186,163	196,269	196,269	196,269	
543	Veterans Services					
	expenses	39,600	43,250	43,250	43,250	
	veterans assistance	<u>213,000</u>	<u>225,000</u>	<u>225,000</u>	<u>225,000</u>	
		252,600	268,250	268,250	268,250	
	Subtotal, Human Services	647,069	691,948	691,948	691,948	
610	Library					
	salaries	494,463	574,477	574,477	574,477	
	expenses	<u>237,000</u>	<u>262,000</u>	<u>262,000</u>	<u>262,000</u>	
		731,463	836,477	836,477	836,477	
630	Recreation					
	salaries	292,960	303,340	303,340	303,340	
	expenses	<u>228,380</u>	<u>248,380</u>	<u>248,380</u>	<u>248,380</u>	
		521,340	551,720	551,720	551,720	
691	Historical Commission					
	salaries	3,500	4,000	4,000	4,000	
	expenses	<u>2,500</u>	<u>3,000</u>	<u>3,000</u>	<u>3,000</u>	
		6,000	7,000	7,000	7,000	
692	Memorial Day					
	expenses	<u>1,200</u>	<u>1,200</u>	<u>1,200</u>	<u>1,200</u>	
		1,200	1,200	1,200	1,200	
695	Cultural Council					
	expenses	<u>3,000</u>	<u>3,000</u>	<u>3,000</u>	<u>3,000</u>	
		3,000	3,000	3,000	3,000	
	Subtotal, Culture & Recreation	1,263,003	1,399,397	1,399,397	1,399,397	
710	Retirement of Debt					
	general fund	2,008,000	2,006,000	2,006,000	2,006,000	
	general fund excluded	1,832,000	1,870,000	1,870,000	1,870,000	
750	Interest					
	general fund	639,441	538,080	538,080	538,080	
	general fund excluded	2,009,093	1,937,628	1,937,628	1,937,628	
	new ban's	206,250	250,000	250,000	250,000	
	new ban's excluded	120,000	0	0	0	
	short term interest general fund	<u>8,000</u>	<u>8,000</u>	<u>8,000</u>	<u>8,000</u>	
	Subtotal, Debt Service	6,822,784	6,609,708	6,609,708	6,609,708	

	OPERATING BUDGET	FY 2017	FY 2018	FY 2018	FY 2018	approved
	TOWN OF FRANKLIN	Town Council	TA	Fin Comm	Town Council	
	FY 2018	Final	Recommend	Recommend	to Vote	v
Benefits:						
910	Retirement & Pension	4,351,658	4,771,398	4,771,398	4,771,398	
	Health/Life Insurance Benefits	2,610,000	2,750,000	2,750,000	2,750,000	
	Retired Teacher Health Insurance	890,000	910,000	910,000	910,000	
	Non-GIC School Retirees	855,000	950,000	950,000	950,000	
	Workers Compensation	620,000	550,000	550,000	550,000	
	Unemployment Compensation	125,000	110,000	110,000	110,000	
	Medicare	280,000	315,000	315,000	315,000	
	OPEB	450,000	500,000	500,000	500,000	
	Compensation Reserve	40,000	100,000	100,000	100,000	
	Subtotal Benefits	10,221,658	10,956,398	10,956,398	10,956,398	
945	Liability Insurance	510,000	525,000	525,000	525,000	
	TOTAL ALL BUDGETS	104,806,717	108,538,815	108,538,815	108,538,815	
	Surplus/(Deficit)	41,771	3,110	3,110	3,110	
ENTERPRISE FUNDS:						
434	Solid Waste Disposal					
	salaries	68,173	70,129	70,129	70,129	
	expenses	1,881,500	1,871,813	1,871,813	1,871,813	
		1,949,673	1,941,942	1,941,942	1,941,942	
440	Sewer					
	salaries	652,477	674,009	674,009	674,009	
	expenses	408,725	409,750	409,750	409,750	
	charles river assesment	3,618,260	3,651,680	3,651,680	3,651,680	
	OPEB	6,000	6,000	6,000	6,000	
	prinicipal & interest	388,906	373,711	373,711	373,711	
		5,074,368	5,115,150	5,115,150	5,115,150	
450	Water					
	salaries	1,177,709	1,208,202	1,208,202	1,208,202	
	expenses	1,965,150	2,051,000	2,051,000	2,051,000	
	OPEB	16,000	16,000	16,000	16,000	
	prinicipal & interest	1,590,038	1,594,701	1,594,701	1,594,701	
		4,748,897	4,869,903	4,869,903	4,869,903	
	TOTAL ENTERPRISE FUNDS	11,772,938	11,926,995	11,926,995	11,926,995	
	TOTAL OPERATING BUDGET	116,579,655	120,465,810	120,465,810	120,465,810	

OFFICE OF THE TOWN ADMINISTRATOR



MEMORANDUM

DATE: April, 2017
TO: Town Council, School Committee, Finance Committee, Employees, Citizens of Franklin
FROM: Jeffrey D. Nutting, Town Administrator
RE: Five Year Fiscal Forecast FY 18 - FY 22

Each year we look into the crystal ball and try to project the long term fiscal health of the community. We look at trends over the last five years, adjust for one time issues or “bumps” in the road and then try to predict the fiscal future. Looking ahead a couple of years is not that difficult while projecting five years ahead is a “best guess” of what may affect local government beyond the “normal revenue and expenses” We do not know today how the economy, Federal and State budgets, changing demographics, growing population, unknown mandates, health care, etc. will affect our fiscal health in the future.

We do know that:

- Our population has increased from 29,738 in 2001 to over 34,000 in 2017 and it will continue to increase. Currently there are over 800 potential housing units under construction, in the “pipeline or proposed by developers with more to come.
- Health care costs continue to be a concern.
- Our unfunded retiree health insurance obligation is \$93,000,000 (2015).
- Our unfunded pension liability is \$41,346,000 (2016).
- The FY 18 School budgets will use one time revenues to balance the budget and beyond that they will have few reserves left.

Franklin is in generally good financial shape today but we will continue to struggle to maintain high quality school and municipal services given the fiscal constraints that we operate under.

I believe we can continue a “level service” budget in fiscal year FY 18. The trend suggests that in FY 19 we will need to use school and town reserves to maintain services.

Starting in FY 20 the forecast strongly suggests we will face service cuts and/or a tax increase.

While many departments would like to add employees to better serve the citizens the available revenues leave very few options for expanding the work force with reoccurring revenues.

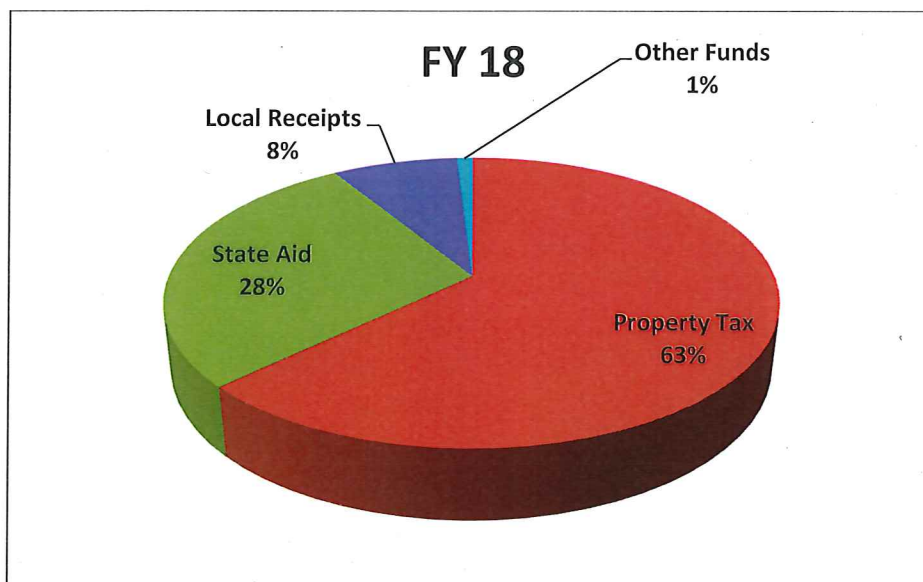
In order to have true fiscal stability there would need to be a great deal of change in Federal and State laws and regulations that drive up the cost of doing business. I do not see any political will to make major changes for the foreseeable future.

We will continue to do our very best on behalf of all the citizens of Franklin to maintain a high quality of life while trying to control costs to the taxpayers.

The Budget

The town budget has many moving parts but when you get to the bottom line it is pretty simple. We collect a certain amount of revenue and we can only spend what we collect. This includes borrowing money to pay for long term debt (unless it is voted by the citizens to exclude certain debt).

We have three major sources of revenue, Property Taxes, State Aid and Local Receipts (fees for services). The projected FY 18 Revenues as follows is subject to some adjustment based on the final state budget and changes to new growth.



Property Taxes - FY 18 - \$ 69,438,434

Property taxes are allowed to grow by 2.5% per year plus tax revenue from new construction or renovation of existing buildings (New Growth). Over time this has been a consistent revenue source. The only variable has been during a weak economy folks do not build or renovate buildings at the same rate as a “normal economy”. The fiscal forecast shows that property tax revenue will increase and that new growth from construction/renovation will be relatively consistent over the next five years.

State Aid - FY 18 - \$ 31,292,635

All the funds provided by state aid are formula driven. These funds are provided by the State and are subject to the annual state budget process and vote of the legislature and Governor. The four major categories of revenue are Chapter 70, Charter School, Unrestricted Aid and All Other. Total state aid revenues from FY 11 to FY16 increased by \$650,842. State Aid is still below FY 09 levels of 33,069,057.

Education Aid as part of State Aid shown above (Chapter 70) – FY 18 - \$28,020,271

The Town of Franklin was the recipient of large increases in Education Aid, Chapter 70 from the mid 1990’s until 2009 when as a result of the economy it was reduced by \$3.2 million dollars. The increases in Chapter 70 were the result of large increases in student population growth, from a little over 3,300 students to over 6,000 students, and the formula that favored both student population growth and Franklin’s fiscal status when the law was passed. The legislature has since changed the formula. Further, our school enrollment is on a decline at the elementary level. The combination of those two factors suggests that our Chapter 70 funds will grow but at a very low level compared to the past. Further, it is generally acknowledged that state aid increases more in an election year, than in a non-election year. The forecast “smooth’s” that trend to an average increase every year.

Charter School Aid – FY 18 - \$ 424,351

Since Franklin hosts a charter school, the state provides some funding to the town, which has declined from \$837,016 (actual received) in FY 11 to \$424,351 in FY 18. At the same time, the charges against the town for the Charter School have risen from \$3,732,262 to \$4,158,184. The total net change is \$ 838,587 since FY 11.

Unrestricted Aid - FY 18 - \$ 2,468,462

These funds are from the lottery and can be used for any public purpose. In FY 11 we received \$2,089,973 and it has been slowly increasing over the past few years.

All Other State Aid – FY 18 - \$379,551

This is the total of several small accounts.

State Aid Assessments FY 18 – (\$5,029,771)

It should be noted that along with revenue from the State, we receive an assessment for several services including School Choice, State Assessment, County Assessment and Charter School.

With the exception of the Charter School these charges have not changed very much over the past five years.

Local Receipts - FY 18 - \$ 8,650,000

This revenue is a result of fees, excise tax, licenses etc. collected by the town. They are generally consistent, but subject to the overall economy. When new car sales are down, we collect less excise tax, if building construction slows, there are fewer permits. Over the long run the local receipts tend to rise, but given it is less than 8% of revenue, it does not have a dramatic effect on our overall revenues. Estimated receipts are slowly rising due to motor vehicle sales.

In summary:

Overall Revenues and State/County Assessments:

	<u>FY 13</u>	<u>FY 18</u>	<u>Difference</u>
Property Tax	\$ 57,171,540	\$ 69,438,434	\$ 12,266,894
State Aid	\$ 30,129,463	\$ 31,292,635	\$ 1,163,172
State/County charges	(\$ 580,608)	(\$ 648,607)	(\$67,999)
Charter School	(\$ 4,112,316)	(\$ 4,158,184)	(\$45,868)
Overlay	(\$725,141)	(\$715,000)	(\$10,141)
Local receipts	<u>\$ 7,050,000</u>	<u>\$ 8,650,000</u>	<u>\$ 1,600,000</u>
Total	\$ 88,932,938	\$ 103,859,278	\$ 14,926,340

Overall revenues have increased mostly as a result increased property taxes.

Property taxes are “insolated” from the economy. They can rise every year by 2.5% plus new growth no matter if the economy is doing great or poorly. State Aid and local receipts are more reflective of economic conditions. You will note the ‘average increase in revenue per year over the last five years was slightly less than \$2.985 million and most of that was from property taxes. Looking forward I believe the annual revenue increase will continue to be about \$2.9 million per year and property taxes will provide about 82% of that total.

The town does not have any taxing authority above what is allowed by state law. This means generally the only way to increase revenues by any substantial amount beyond what we “normally” collect is a decision by the voters to see if they support paying higher taxes. This option comes in a several forms but the two most common are a debt exclusion override to pay for a capital project, for example the new high school, or an override to support ongoing cost of providing education and municipal services. Franklin voters have supported several Debt

Exclusions for the construction of school buildings and one override in Fiscal Year 2007 for support of the operating budget. The reason a debt exclusion or override may be considered from time to time is that our revenues are constrained by law while expenses are subject to the “market”, (the cost of goods and services, inflation, etc.), legal and statutory requirements or the desire to maintain a certain level of services to our citizens and history and tradition.

We continue to look at ways to push back against the “market”, fight unfunded mandates and other laws that drive up the cost of government while maintaining service levels we believe the citizens of Franklin desire. Sometimes, despite our efforts, the citizens are left with two choices, reduce services or pay higher taxes. The good news is that it is the citizen’s choice.

Personal Costs (wages and staffing)

We have trimmed the staff over time to balance the budget. While we would like to provide better service to our citizens it is beyond our ability to fund many added positions without compromising other services.

Personnel costs (wages and benefits) account for 77% of the budget. We continue to look at the appropriate staffing size in each department, part time employees when appropriate, sharing health insurance costs and providing a competitive wages to our employees.

Almost all municipal collective bargaining contracts are settled until June 30, 2019, and the School Teachers contracts in FY 2019.

Pension System

The Town belongs to the Norfolk County Retirement System. Municipal employees that work 20 hours per week are required to belong to the system and teachers belong to the state teacher’s retirement system. If you are a member of the retirement system you do not pay into social security. Employees pay between 7% and 11% of their pay into the county system and can retire at different ages depending on which position you hold. The retirement system and almost all of the over 100 public retirement systems in the Commonwealth are underfunded due to many factors, but the biggest reason is that communities didn’t pay sufficient funds from the 1930’s until about 1988 when each system was required to be fully funded by 2028 (now changed to 2040). Norfolk County’s system is scheduled to be fully funded by 2032. However that is subject to change. Once the pension is fully funded the town will have a dramatic reduction in pension costs and overall pensions will be less than 4% of payroll.

The Norfolk County Retirement Board announced that all communities should expect a 10% increase in pension costs each year for the next four years. Unfortunately in the short run

pensions costs will rise and put additional pressure on the annual operating budget for the foreseeable future. Changes to the pension system are solely under the control of the state, accordingly I see no relief in sight on rising cost of pensions.

Health Insurance

The town, working in cooperation with our employees, has done an excellent job constraining the relentless upward pressure on health insurance costs. Our health insurance costs are equal to the Commonwealth of Massachusetts' most popular plan and we continue to look at ways to fairly share the cost. Unfortunately health care continues to rise, our employee average age continues to rise, and as baby boomers retire our retiree health insurance is now a huge issue that needs to be addressed.

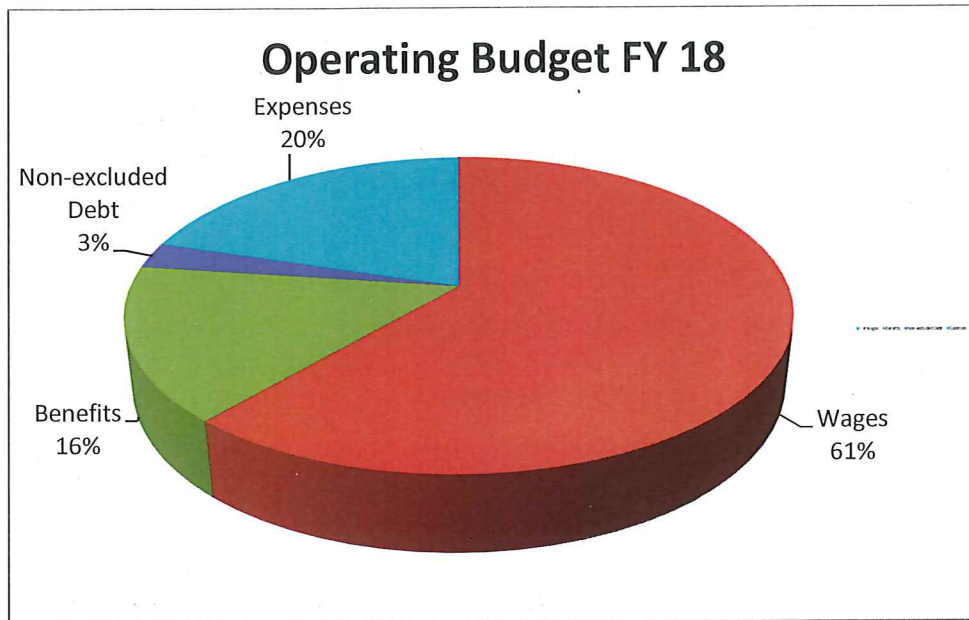
OPEB (Other Post Retirement Benefits) The Town's Other Post Retirement Benefits (OPEB) is the cost for retiree health insurance. Currently our obligation is nearly \$93 million. If we were able to properly fund our OPEB obligation it would be reduced to \$52 million but we would need to pay over \$2.6 million per year toward this obligation. Since our new revenues are about \$2.9 million per year it is impossible to properly fund OPEB without major reductions in current services. I believe we need to consider changing retiree health benefits in order to maintain the levels of service that the citizens desire. I expect the unfunded obligation to increase when the study is complete in 2017.

School Enrollment

The good news is that the overall school enrollment has generally declined at the elementary and middle school levels while increasing at the High School. Since 2008 the K-8 enrollment has dropped from 4,478 to 3,654, a reduction of 824 students while the high school has increased from 1,574 to 1,734, an increase of 160 students. This reduction in elementary/middle school enrollment has helped the schools balance their budget and reduce class size with minimal increases to their annual operating budget. We will continue to review enrollment projections as they will play a major role in fiscal decisions.

Expenses and non-excluded debt

We will continue to look at all available options to streamline operations. Please note that 77% of the budget is personnel costs with expenses making up about 20% and non-excluded debt at 3%. There is very little savings to be had on the expense side of the ledger.



We constantly look to save funds in all areas of the expense budgets, as we have for a years. We review energy efficiency, cost of materials, solicit bids for almost everything we purchase, use state wide bid list as well as group purchasing collaboratives.

Where Are We Headed

The forecast shows that we should be able to maintain service levels for FY 18 (July 1, 2017).

Beyond the next year the budget will be challenging as our “normal” revenue increase does not keep pace with “normal” expense increases. It is difficult to look beyond FY 19 given the uncertainty of so many factors. Further we have the potential of over 800 housing units (Houses, Condo’s and Apartments) being built in the next few years, adding additional pressure on school and municipal services.

It is projected that revenues will increase about \$2.9 million dollars annually. However wages, health insurance, pensions, OPEB, general insurance, SPED, School transportation will exceed that amount. Further maintaining appropriate class size, providing sufficient police, fire, and other services will be a challenge.

Summary

The only short term way to reduce costs is to further reduce staffing levels. This will directly affect the quality of education and public services currently provided by the Town. I would argue that we should be adding positions in selective municipal departments and the school system to adequately maintain services. Finally, the budget will be balanced and we will do the best we can with the revenues that are available.

Executive Summary - Five Year Fiscal Forecast FY 18 - FY 22

Revenues – Assumptions

1. The FY 18 budgets will be balanced but the schools will use reserves once again to balance the their budget.
2. New growth will continue at a steady pace.
3. The economy will remain stable and local receipts will grow modestly.
4. Future State Aid will is an unknown at this time.
5. The change in the Charter School funding unknown at this time.
6. Actions by the Federal government are unknown at this time.

Expenses – Assumptions

1. The forecast is based on current Fiscal Policies.
2. There will only be minor changes in municipal staffing levels.
3. School enrollment remains a big question.
4. Wages, Health Insurance, Pension and Retiree health Insurance (OPEB) are the biggest costs drivers and will continue to put pressure on the annual budgets.
5. We are not funding OPEB at a sufficient level at this time
6. **By FY 19 the forecast strongly suggests we could be in a position to use some reserves, reduce the current level of services, and consider a tax increase or some combination of the above to balance the budget.**
7. **Unless something changes FY 20 will be very tough to balance without the changes listed above.**

Potential Long-Term Solutions

1. Consider changing retiree health insurance from 68/32 to 50/50% over some period of time
2. Continue to hire part time employees when appropriate
3. Continue to lobby against unfunded mandates
4. Continue to look to shared services when available
5. Continue to consider technology as a way to maximize efficient operations.
6. Continued with commercial/industrial development where appropriate to increase property tax revenues.
7. Encourage hotels (room tax) and restaurants (meals tax) to do business in Franklin
8. Continue to lobby to change outmode and expensive laws.
9. Lobby for an increase in the local marijuana tax.

Attached is the forecast for the next five years.

<u>FY 18 Proposed Budget and Forecast</u> Department	Projected FY18 Salary	Projected FY18 Expense	Projected FY18 Total	Projected FY19 Total	Projected FY20 Total	Projected FY21 Total	Projected FY22 Total
Town Council		4,000	4,000	4,000	4,500	4,500	4,590
Town Administration	451,299	25,000	476,299	500,500	512,885	525,577	538,584
Finance Committee		1,500	1,500	1,500	1,530	1,561	1,592
Comptroller	424,777	70,050	494,827	508,971	521,338	534,007	546,986
Assessors	276,694	75,000	351,694	361,495	370,150	379,013	388,091
Treasurer	391,532	89,305	480,837	494,369	506,273	518,465	530,953
Legal	101,000	46,500	147,500	151,460	155,009	158,643	162,362
Human Resources	143,000	16,950	159,950	164,579	168,607	172,734	176,962
Data Processing	-	205,000	205,000	235,000	239,700	244,494	249,384
Town Clerk	148,816	24,550	173,366	178,321	182,654	187,093	191,640
Elections & Registration	28,514	23,000	51,514	52,829	54,033	55,264	56,524
Appeals Board	-	5,000	5,000	5,000	5,100	5,202	5,306
Planning & Growth Manage	280,090	39,650	319,740	328,493	336,505	344,714	353,123
Public Property & Buildings	2,640,604	4,272,300	6,912,904	7,077,568	7,232,719	7,391,312	7,553,426
Central Service		115,100	115,100	120,000	122,400	124,848	127,345
Subtotal, Gen Govern	4,886,326	5,012,905	9,899,231	10,184,086	10,413,403	10,647,427	10,886,867
Police	5,023,506	258,514	5,282,020	5,512,895	5,649,399	5,864,290	6,009,525
Fire	4,946,066	413,800	5,359,866	5,625,985	5,764,524	5,981,484	6,128,826
Regional Dispatch		94,000	94,000	100,000	100,000	100,000	100,000
Inspection	373,120	23,000	396,120	407,774	417,851	428,177	438,760
Animal Control		69,428	69,428	70,817	72,233	73,678	75,151
Parking				-	-	-	-
Subtotal, Public Safety	10,342,692	858,742	11,201,434	11,717,470	12,004,007	12,447,629	12,752,262
Town Schools		60,175,000	60,175,000	62,281,125	64,460,964	66,717,098	69,052,197
Regional School		2,373,202	2,373,202	2,432,532	2,493,345	5,098,891	10,478,222
Norfolk Aggie		38,000	38,000	38,000	38,000	38,000	38,000
Subtotal, Education		62,586,202	62,586,202	64,751,657	66,992,310	69,298,310	74,342,055
DPW - Hwy -Admin-Engineer	1,679,657	2,824,840	4,504,497	4,711,384	1,773,298	5,121,413	5,282,930
Roads			-				
Street Lighting		165,000	165,000	168,300	171,666	175,099	178,601
Subtotal, Public Works	1,679,657	2,989,840	4,669,497	4,879,684	5,085,927	5,296,512	5,461,531
Health							
Public Health Services	203,179	4,250	207,429	213,609	218,928	224,379	229,966
Council on Aging	190,469	5,800	196,269	20,000	25,000	25,000	25,000
Veterans Services	-	43,250	43,250	212,099	217,372	222,776	228,315
				45,000	47,000	47,940	48,899

<u>FY 18 Proposed Budget and Forecast</u> <u>Department</u>	<u>Projected FY18 Salary</u>	<u>Projected FY18 Expense</u>	<u>Projected FY18 Total</u>	<u>Projected FY19 Total</u>	<u>Projected FY20 Total</u>	<u>Projected FY21 Total</u>	<u>Projected FY22 Total</u>
Veterans Assistance		225,000	225,000	225,000	225,000	225,000	225,000
Subtotal, Human Services	393,648	298,300	691,948	715,708	508,300	520,095	532,179
Library	574,477	262,000	836,477	886,711	907,129	928,432	950,241
Recreation/Human Services	303,340	248,380	551,720	565,788	578,666	591,840	605,318
Cultural Council		3,000	3,000	3,000	3,000	3,060	3,121
Historical Commission	4,000	3,000	7,000	7,000	5,000	5,100	5,202
Memorial Day		1,200	1,200	1,600	1,600	1,632	1,665
Subtotal, Cult & Rec	881,817	517,580	1,399,397	1,464,099	1,495,395	1,530,065	1,565,547
Non Excluded Debt		2,009,093	2,009,093				
Non Excluded Interest		796,080	796,080				
Subtotal debt		2,805,173	2,805,173	3,450,000	3,000,000	2,975,000	2,800,000
Excluded Debt		1,870,000	1,870,000	1,915,000	1,955,000	2,006,000	2,073,500
Excluded Interest		1,937,628	1,937,628	1,867,377	1,795,302	1,715,937	1,622,992
Subtotal, Debt Service		3,807,628	3,807,628	3,782,377	3,750,302	3,721,937	3,696,492
total, Debt Service		6,609,708	6,609,708	7,282,377	6,750,302	6,696,937	5,649,615
Retirement & Pension		4,771,398	4,771,398	5,248,538	5,773,392	6,350,731	6,985,804
Workers' Compensation		550,000	550,000	575,000	600,000	615,000	630,375
Unemployment Comp		110,000	110,000	110,000	125,000	125,000	125,000
Retired Teachers HI Trust		910,000	910,000	950,000	1,000,000	750,000	750,000
Retired School employees		950,000	950,000	1,100,000	1,250,000	1,400,000	1,400,000
Employee Health Insurance		2,750,000	2,750,000	2,970,000	3,148,200	3,337,092	3,537,318
OPEB		500,000	500,000	550,000	600,000	650,000	650,000
Medicare		315,000	315,000	330,000	345,000	355,350	366,011
Wage/Salary		100,000	100,000	100,000	100,000	100,000	100,000
Subtotal, Ins & Other		10,956,398	10,956,398	11,933,538	12,926,592	13,683,173	14,544,507
Insurance		525,000	525,000	570,000	585,000	599,625	614,616
TOTAL ALL BUDGETS	18,184,140	90,354,675	108,538,815	113,498,619	116,761,235	120,719,773	126,349,178
Revenues			108,541,926	111,723,028	113,992,832	116,831,682	120,275,373
Surplus/(Shortfall)			3,111	(1,775,591)	(2,768,403)	(3,888,091)	(6,073,806)

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

December 9, 2016

Karen E. Spilka
State Senator
Room 212
State House
Boston, MA 02133

Richard J. Ross
State Senator
Room 419
State House
Boston, MA 02133

Jeffrey N. Roy
State Representative
Room 527A
State House
Boston, MA 02133

Re: 2017-2018 Legislative Priorities

Dear Legislative Delegation:

Congratulations on your recent re-election to your respective branches. We look forward to working with you throughout your next term and thank you for your continued strong leadership on behalf of the residents of Franklin.

At your request, we are writing to share some of our priorities for the 2017-2018 legislative session. The following issues are of substantial financial concern to the Town of Franklin and reflect the most challenging aspect of our jobs: managing the Town's operating budget cost drivers. As we peak into the short-term future of the community's budget forecasts, the challenges to maintain the levels of service since the Great Recession within the constraints of the law are going to become increasingly difficult in the years ahead, especially when factoring in the relatively robust economic climate currently enjoyed in Massachusetts.

We understand these are not new issues to the legislative docket. However, we firmly believe more proactive steps must be taken to help address some of the structural issues that affect municipal finance.

1. Reallocate Funds to Established State Aid Programs

Each year the Legislature votes hundreds of millions for specific projects in communities across the state. We recommend reallocating those funds into established state aid programs.

3. Other Post-Employment Benefits (OPEB) Reform

We recommend spearheading a legislative effort to make structural changes to the laws regarding retiree health insurance. Our priority has less to do with any direct financial relief, which given the liability for all cities, towns, counties and the state agencies, is not realistically feasible for the state to unilaterally shoulder. However, as you know, a report was released by a Special Commission in January of 2013 with a series of modest recommendations to help all public agencies reform retiree health insurance and benefits to a more sustainable and manageable level for future public employees.

Now is the time for reform. As the baby boomers begin to retire in large numbers, it's our obligation to make the necessary changes in law to ensure that the next generation is protected against this enormous liability. Furthermore, health insurance costs are one of largest cost drivers that takes away from day-to-day municipal services, like public education, roads, staff, facilities, affordable programs and much more.

With uncertainty at the federal level on health insurance, we see no end in sight for annual 7 to 10-plus percent hikes on health insurance premiums (if we're lucky). Franklin's current OPEB liability is \$93 million as of 2015. The Town appropriates almost \$700,000 +/- annually to its OPEB Trust Fund, which is barely enough to keep up with the projected liability on the new employees we hire. To illustrate this point, each new employee we hire equals \$4 million in OPEB liability over their career and retirement of them and their spouses. The current law is unsustainable.

We urge you to review the January 2013 report and propose legislation to help all of us – in both state and local governments – manage this exponentially growing problem.

4. Chapter 32B Reform

As part of any legislative package at reforming retiree health insurance, we also recommend reforming Chapter 32B as part of that effort. For many of the reasons stated above, Chapter 32B significantly affects the ability of cities and towns to budget effectively to maintain day-to-day services, including employee health insurance. In today's marketplace and political environment, cities and towns need as much flexibility as possible to work with our employees to provide health insurance within our means.

Many of the provisions of Chapter 32B are outdated and need fresh perspective given the world we live in now. Chapter 32B was enacted in 1955 and has 34 sections that mandate local options, rules and regulations relating to employee health insurance, which are inconsistent in the modern market. For example, Section 9E of Chapter 32B requires every retiree to have the same contribution rate. The ability of cities and towns to grandfather current retiree's and modify the contribution rate for future retirees (and/or spouses) ensures communities will be creating another generation of employees with an unsustainable benefit, despite the facts that health insurance costs are (at this time) uncontrollable and employee salaries have risen to keep the Town competitive. Furthermore, many employees do not stay in one job for 35 years any longer and people are living longer. We project in the long term, the Town of Franklin will be liable for far more health insurance obligations for employees and their spouses for many

As the Commonwealth of Massachusetts state assessment system is undergoing restructuring the administration of MCAS 2.0 will impact all communities. The requirement to use digital assessments presents an ongoing funding challenge for municipalities. In Franklin we have been on the forefront of this change. As Franklin was a PARCC pilot district, the Town and school district partnered to make sure the infrastructure and student devices were in place to assure that our students would be successful on state assessments. However, the ongoing costs of repair/replacement of these devices will challenge municipalities over the next five years. Our fiscal forecast indicates that the school department will need approximately \$500,000.00 to \$1,000,000.00 over the next five years to replace student and faculty digital devices. To date the Town of Franklin has provided funding to cover these costs, however the replacement costs are unsustainable at the local level. A focus on technology infrastructure across the state is necessitated to make sure all of our schools can provide students with the 21st Century skills needed to be successful academically and to remain competitive in the work force.

We appreciate your attention to these requests. Do not hesitate to contact us. We are happy to work with you and do whatever we can to help achieve our goals.

Sincerely,



Jeffrey D. Nutting
Town Administrator



Maureen Sabolinski, Ed.D.
Superintendent of Schools

Cc:

Charlie Baker, Governor

Karyn Polito, Lt. Governor

Stanley Rosenberg, President of the Massachusetts State Senate

Robert DeLeo, Speaker of the Massachusetts House of Representatives

Franklin Town Council



License Transactions:

Applicant: Sreefarminghamma Inc. d/b/a Dharani Grill

The applicant is seeking a new all alcoholic beverages restaurant license to be located at 12-20 East Central Street. The License Manager will be Bhaskar Rednam.

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

MOTION to approve the request by Sreefarminghamma d/b/a Dharani Grill for a new all alcoholic beverages restaurant license and approve the Manager, Bhaskar Rednam. License to be held until all Departments have signed off on the application.

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

ABCC License Number

City/Town

Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <input checked="" 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 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 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	<input type="text" value="Sreefarminghamma Inc."/>	D/B/A	<input type="text" value="Dharani Grill"/>				
ADDRESS:	<input type="text" value="12-20 East Central Street"/>	CITY/TOWN:	<input type="text" value="Franklin"/>	STATE	<input type="text" value="MA"/>	ZIP CODE	<input type="text" value="02038"/>
Manager	<input type="text" value="Bhaskar Rednam"/>			Granted under Special Legislation?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<input type="text" value="\$12 Restaurant"/>	<input type="text" value="Annual"/>	<input type="text" value="All Alcoholic Beverages"/>		If Yes, Chapter	<input type="text"/>		
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)		of the Acts of (year)	<input type="text"/>		

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): <input type="text"/>	<u>Changes to the Premises Description</u>	Indoor Area Total Square Footage	<input type="text"/>	Floor Number	Square Footage	Number of Rooms
	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

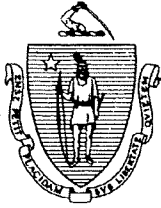
The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

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

4355

IF USED EPAY, CONFIRMATION NUMBER

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

LICENSEE NAME

Sreefarminghamma Inc

ADDRESS

5 Villa Farms Circle

CITY/TOWN

Monroe

STATE

NJ

ZIP CODE

08831

TRANSACTION TYPE (Please check all relevant transactions):

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

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)

Sreefarminghamma Inc

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?

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

☐ Yes ☒ No

Chapter

Acts of

3. LICENSE INFORMATION / QUOTA CHECK

On/Off-Premises

On-Premises

City/Town

Franklin

TYPE

\$12 Restaurant

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: Bhaskar

Middle:

Last Name: Rednam

Title: Authorized Representative

Primary Phone: 508-208-7983

Email: altamountgroup@gmail.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 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
Harika Manupati	Officer	25	
Prem Kumar Gadhanki	Officer	25	

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest
Krishna Mohan Vempati	Officer	25	
Rama Rao Gangina	Officer	25	

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
First Floor	3500	4

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

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

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

Landlord Name

Landlord Phone

Landlord Address

Lease Beginning Term

Lease Ending Term

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:	Sreefarminghamma Inc	FEIN:	81-4651152
DBA:	Dharani Grill	Fax Number:	
Primary Phone:	508-208-7983	Email:	altamountgroup@gmail.com
Alternative Phone:		Legal Structure of Entity	Corporation

Business Address (Corporate Headquarters)

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

Street Number:	14	Street Name:	East Central Street
City/Town:	Franklin	State:	MA
Zip Code:	02038	Country:	USA

Mailing Address

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

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

Is the Entity a Massachusetts Corporation?

☒ 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

Prior Disciplinary Action:

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

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

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

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? ☒ Yes ☐ No

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No
If yes, attach an affidavit that lists your convictions with an explanation for each

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

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

Beer and Wine License - Taste of Andhra, LLC - Westborough, MA
 Liquor License - Sri Restaurant

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

If yes, percentage of interest

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

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

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

Employment Information of Proposed Manager

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

Date(s)	Position	Employer	Address	Phone
2004-2012	President	Espaceclinical, Inc.	1300 Highland Drive, Cumberland, RI	508-208-7983
2012-2013	Vice President	Cytel	875 Massachusetts Avenue #3, Cambridge	817-881-2011
2013-Current	Manager	Taste of Andhra, LLC	79 Whitehall Way, Bellingham, MA	508-388-0090

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

Bhaskar Rednam

altamountgroup@gmail.com

SUMMARY

Expertise in areas ranging from Business Development, Operations and services to recruiting and training. Outstanding leadership abilities;

As an Entrepreneur grew the Culinary Division of Dharani Group and developed 10 locations across United States. Prior to opening food establishments, grew eSpaceclinical business from Start-up and successfully completed the eSpace services division merger with Cytel Corp, and took the responsibility as practice head.

EXPERIENCE:

Altamount Restaurant Group CEO

Westborough, MA

Designated administrator, supervise, plan and coordinate all food production and food and beverage services, bakeries, restaurants and all retail food venues; and assist with planning, development, coordination and implementation of programs such as catering and alcohol distribution.

Duties and Responsibilities:

- Developed Dharani concept and built 10 locations in 4 years across United States.
- Developed European Bakery under the brand name of Mawa House
- Developed Dharani Express model to serve fast food at quick serve locations near universities
- Currently working on building upscale fine dining concept of Dharani Grill.
- Supervise and coordinate all aspects of Restaurant Management.
- Currently building a food court and several upscale dining cuisines in multiple states.
- Assist in interviewing, hiring, and supervising food production staff.
- Develop training programs and coordinate all professional development for staff.
- Inspect food facilities to ensure compliance with quality, sanitation, and safety standards.
- Assist in developing and updating recipes and menus.
- Assist as needed in the operation of assigned specialty areas, such as catering and alcohol distribution.
- Oversee the purchase of food items and equipment used in food preparation.
- Participate on committees and maintain appropriate records/files as required.
- Perform related duties, as assigned.

Prior to starting Dharani Group, served as Vice president at Cytel Inc Cambridge MA.

- Responsible for the profit and loss (P&L) for Data Management segment of Cytel and overall Cytel's CDM strategy. P&L responsibility included initiating new business within the pharmaceutical and

biotechnology industry, ensuring the operational processes are defined and implemented effectively for all projects, evaluating and reporting results within Data Management and to Cytel's Executive Management.

Prior to Joining Cytel, served as a president of eSpaceClinical, Inc.,

CULINARY CERTIFICATIONS

SERVE SAFE CERTIFIED

ALCOHOL TRAINING COMPLETED

ALLERGEN CERTIFIED

TECHNICAL PROFICIENCIES

Operating Systems: UNIX, Linux, Windows95, Windows 98, Windows NT, Windows 2000 and MS-DOS

Programming Languages: SQL, SQL Plus, PL/SQL, C

Clinical Platforms: InForm 4.5, 4.6. 5.0, Architect, Central Designer, Rave, Merge eClinical OS, ERT, OC

RDBMS: Oracle 7.x/8.x/9.x/10g

Other: 21 CFR Part 11, GxPs,

EDUCATION:

Bachelor of Engineering

CITIZENSHIP:

USA

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	
B. Purchase Price for any Business Assets	\$200,000.00
C. Costs of Renovations/Construction	\$10,000.00
D. Purchase Price of Inventory	\$20,000.00
E. Initial Start-Up Costs	\$10,000.00
F. Other (Please specify)	\$0.00
G. Total Cost (Add lines A-F)	\$240,000.00

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
Prem Kumar Gadhanki	\$80,000.00
Krishna Mohan Vempati	\$80,000.00
RamaRao Gangina	\$80,000.00
Harika Manupati	\$80,000.00
Total:	\$320,000.00

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
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.

APPLICANT'S STATEMENT

I, Bhaskar Rednam the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member
Authorized Signatory


of Sreefarmingham, LLC, hereby submit this application for Liquor 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:

04/13/2017

Title:

Director

ALCOHOLIC BEVERAGES CONTROL COMMISSION

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

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

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

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

Salutation	<input type="text" value="Mrs."/>	First Name	<input type="text" value="Harika"/>	Middle Name	<input type="text"/>	Last Name	<input type="text" value="Manupati"/>	Suffix	<input type="text"/>
Title:	<input type="text" value="Other"/>	Social Security Number	<input type="text" value="K"/>		Date of Birth	<input type="text"/>			
Primary Phone:	<input type="text"/>			Email:	<input type="text"/>				
Mobile Phone:	<input type="text"/>			Fax Number	<input type="text"/>				
Alternative Phone:	<input type="text"/>								

Business Address

Street Number:	<input type="text" value="14"/>	Street Name:	<input type="text" value="East Central Street"/>
City/Town:	<input type="text" value="Franklin"/>	State:	<input type="text" value="MA"/>
Zip Code:	<input type="text" value="02038"/>	Country:	<input type="text" value="USA"/>

Mailing Address

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

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

Types of Interest (select all that apply)

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

Citizenship / Residency Information

Are you a U.S. Citizen?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Are you a Massachusetts Resident?	<input type="radio"/> Yes <input checked="" type="radio"/> No
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Criminal History

Have you ever been convicted of a state, federal, or military crime?	<input type="radio"/> Yes <input checked="" type="radio"/> No	If yes, please provide an affidavit explaining the charges.
----------------------------------------------------------------------	---------------------------------------------------------------	-------------------------------------------------------------

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

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

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

25%

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

Ownership / Interest

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

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

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

Name of License	Type of License	License Number	Premises Address

Familial Beneficial Interest

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

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

Prior Disciplinary Action

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

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

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

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Salutation	<input type="text" value="Mr."/>	First Name	<input type="text" value="Krishna"/>	Middle Name	<input type="text" value="Mohan"/>	Last Name	<input type="text" value="Vempati"/>	Suffix	<input type="text"/>
Title:	<input type="text" value="Other"/>	Social Security Number	<input type="text"/>		Date of Birth	<input type="text"/>			
Primary Phone:	<input type="text"/>		Email:	<input type="text"/>					
Mobile Phone:	<input type="text"/>		Fax Number	<input type="text"/>					
Alternative Phone:	<input type="text"/>								

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Street Number:	<input type="text" value="14"/>	Street Name:	<input type="text" value="East Central Street"/>
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Zip Code:	<input type="text"/>	Country:	<input type="text"/>

Types of Interest (select all that apply)

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

Citizenship / Residency Information

Are you a U.S. Citizen? ☐ Yes ☒ No

Are you a Massachusetts Resident? ☒ Yes ☐ No

Criminal History

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

If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

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

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

25%

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

Ownership / Interest

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Prior Disciplinary Action

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ALCOHOLIC BEVERAGES CONTROL COMMISSION

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Salutation	<input type="text" value="Mr"/>	First Name	<input type="text" value="Prem"/>	Middle Name	<input type="text" value="Kumar"/>	Last Name	<input type="text" value="Gadhanki"/>	Suffix	<input type="text"/>
Title:	<input type="text" value="Other"/>		Social Security Number	<input type="text"/>		Date of Birth	<input type="text"/>		
Primary Phone:	<input type="text"/>			Email:	<input type="text"/>				
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Types of Interest (select all that apply)

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

Citizenship / Residency Information

Are you a U.S. Citizen?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Are you a Massachusetts Resident?	<input checked="" type="radio"/> Yes <input type="radio"/> No
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Criminal History

Have you ever been convicted of a state, federal, or military crime?	<input type="radio"/> Yes <input checked="" type="radio"/> No	If yes, please provide an affidavit explaining the charges.
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ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

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

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

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Ownership / Interest

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Salutation	<input type="text" value="Mr"/>	First Name	<input type="text" value="Rama"/>	Middle Name	<input type="text" value="Rao"/>	Last Name	<input type="text" value="Gangina"/>	Suffix	<input type="text"/>
Title:	<input type="text" value="Other"/>	Social Security Number	<input type="text"/>		Date of Birth	<input type="text"/>			
Primary Phone:	<input type="text"/>		Email:	<input type="text"/>					
Mobile Phone:	<input type="text"/>		Fax Number	<input type="text"/>					
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Zip Code:	<input type="text"/>	Country:	<input type="text"/>

Types of Interest (select all that apply)

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

Citizenship / Residency Information

Are you a U.S. Citizen?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Are you a Massachusetts Resident?	<input checked="" type="radio"/> Yes <input type="radio"/> No
-------------------------	---------------------------------------------------------------	-----------------------------------	---------------------------------------------------------------

Criminal History

Have you ever been convicted of a state, federal, or military crime?	<input type="radio"/> Yes <input checked="" type="radio"/> No	If yes, please provide an affidavit explaining the charges.
----------------------------------------------------------------------	---------------------------------------------------------------	-------------------------------------------------------------

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

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

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Other Beneficial Interest

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

Name of License	Type of License	License Number	Premises Address

Familial Beneficial Interest

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

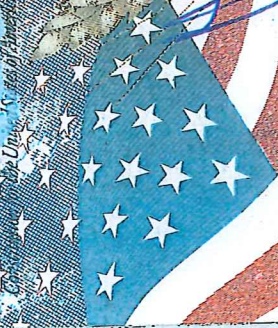
Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

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

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

promote the general welfare, and secure the Blessings of Liberty to ourselves and our posterity, do ordain and establish this



Type / Type / Tipo **p** Code / Code / **USA**

Surname / Nom
REDNAM

Given Names / Prénoms / Nombres

BHASKAR RAO

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

Place of birth / Lieu de naissance / Lugar de nacimiento

INDIA

Date of issue / Date de délivrance / Fecha de expedición

29 Jun 2012

Date of expiration /

28 Jun 2022

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

[illegible]

United States
Department of State

SREEFARMINGHAMMA INC.

Joint Unanimous Written Action of the Shareholders
and
Member of the Board of Directors in Lieu of Special Meeting

The undersigned, being all of the shareholders and the sole member of the Board of Directors of Sreefarminghamma Inc., a Massachusetts corporation (the "Corporation"), and acting in accordance with Sections 7.04 and 8.21 of Chapter 156D of the Massachusetts General Laws and the By-laws of the Corporation, hereby consent to the following actions and adopt the following votes in lieu of special meeting of the shareholders and Board of Directors:

VOTED: That the Corporation is hereby authorized to apply for a New Retail Alcoholic Beverages License with the Town of Franklin and the Alcohol Beverages Control Commission with respect to certain premises located at 12-20 East Central Street, Franklin, Massachusetts;

VOTED: That Bhaskar Rednam be and is hereby authorized to be the manager with respect to the liquor license; and

VOTED: That Bhaskar Rednam, Director of the Corporation, be and is hereby authorized and empowered, acting on behalf of the Corporation, to execute the Application for a New Retail Alcoholic Beverages License and file the same with the Town of Franklin, and to take all other actions he reasonably deems necessary in connection therewith.

EXECUTED on April 15, 2017.

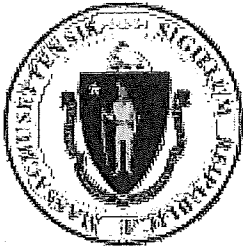
Harika M
Harika Manupati, Shareholder

V. Krishna Mohan
Krishna Mohan Vempati, Shareholder

G. Prem Kumar
Prem Kumar Gadhanki, Shareholder

A. Rama Rao
RamaRao Gangina, Shareholder

Bhaskar Rednam
Bhaskar Rednam, Director



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

[Special Filing Instructions](#)

Articles of Organization

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

Identification Number: 001251231

ARTICLE I

The exact name of the corporation is:

SREEFARMINGHAMMA INC

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:

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	100	\$0.00	100

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.

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: HARIKA MANUPATI
No. and Street: 12 WAW
City or Town: FARMINGHAM State: MA Zip: 01702 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	HARIKA MANUPATI	
TREASURER	HARIKA MANUPATI	
SECRETARY	AJAY KUMAR	
DIRECTOR	HARIKA MANUPATI	

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

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

FULL SERVICE INDIAN RESTAURANT

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

No. and Street: _____
City or Town: MONROE State: NJ Zip: 08831 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: _____

City or Town: FARMINGHAM

State: MA

Zip: 01702

Country: USA

which is

☐ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☒ its registered office

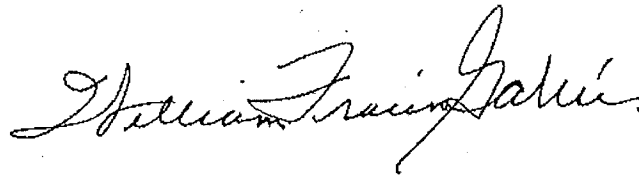
Signed this 13 Day of December, 2016 at 2:17:14 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

HARIKA MANUPATI

THE COMMONWEALTH OF MASSACHUSETTS

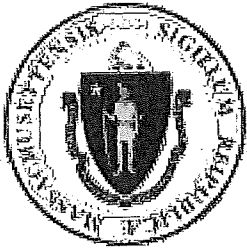
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

December 13, 2016 02:16 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: SREEFARMINGHAMMA INC

2. Current registered office address:

Name: HARIKA MANUPATI

No. and Street:

City or Town: FARMINGHAM

State: MA

Zip: 01702

Country: USA

3. The following supplemental information has changed:

Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	HARIKA MANUPATI	
TREASURER	HARIKA MANUPATI	
SECRETARY	AJAY KUMAR	
V PRESIDENT	KRISHNA MOHAN VEMPATI	
VICE PRESIDENT	RAMARAO GANGINA	
VICE PRESIDENT	PREM KUMAR GADHANKI	
DIRECTOR	HARIKA MANUPATI	

Fiscal year end:
 December

Type of business in which the corporation intends to engage:

FULL SERVICE INDIAN RESTAURANT

Principal office address:

No. and Street:

City or Town: MONROE

State: NJ

Zip: 08831

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: 6 _____

City or Town: FARMINGHAM

State: MA

Zip: 01702

Country: USA

which is

☐ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☒ its registered office

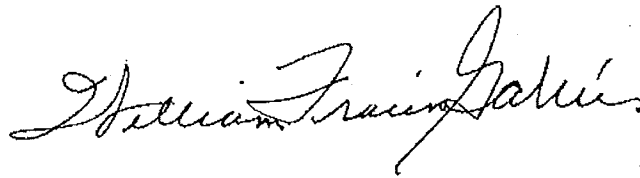
Signed by HARIKA MANUPATI, its PRESIDENT
on this 27 Day of January, 2017

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All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

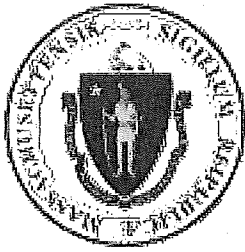
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

January 27, 2017 11:47 AM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: SREEFARMINGHAMMA INC

2. Current registered office address:

Name: HARIKA MANUPATI

No. and Street: 6 ST

City or Town: FARMINGHAM

State: MA

Zip: 01702

Country: USA

3. The following supplemental information has changed:

Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	HARIKA MANUPATI	
TREASURER	HARIKA MANUPATI	
SECRETARY	AJAY KUMAR	
V PRESIDENT	KRISHNA MOHAN VEMPATI	
VICE PRESIDENT	RAMARAO GANGINA	
VICE PRESIDENT	PREM KUMAR GADHANKI	
DIRECTOR	BHASKAR REDNAM	

Fiscal year end:

December

Type of business in which the corporation intends to engage:

FULL SERVICE INDIAN RESTAURANT

Principal office address:

No. and Street:

City or Town: MONROE

State: NJ

Zip: 08831

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:

512 WYVERN ST

City or Town:

FARMINGHAM

State: MA

Zip: 01702

Country: USA

which is

☐ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☒ its registered office

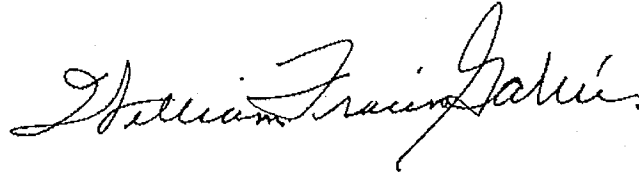
Signed by AJAY KUMAR, its OTHER OFFICER
on this 16 Day of March, 2017

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All Rights Reserved

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:

March 16, 2017 04:12 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

COMMERCIAL LEASE
12-20 East Central Street, Franklin, MA
First Floor

1. **PARTIES AND PREMISES**

12-36 East Central Street, LLC, a Massachusetts limited liability company with a business address of 535 Boylston Street, Brookline, Massachusetts 02445, LESSOR (sometimes referred to as "LESSOR"), which expression shall include its successors and assigns, where the context so admits, does hereby lease to **Artistry Kitchen Franklin, LLC**, a Massachusetts limited liability company having an address at 2027 Massachusetts Ave., Lexington, MA 02421, LESSEE (sometimes referred to as "LESSEE"), which expression shall include its successors and assigns, where the context so admits, the following described premises:

The premises are a portion of the building (the "Building") known as **12-20 East Central Street, Franklin, Massachusetts**, consisting of approximately 3650 square feet on the first floor level of the Building (the "Leased Premises"), together with the right to use in common, with others entitled thereto, the parking outback and walkway, necessary for access to the Leased Premises, and lavatories nearest thereto.

2. **TERM**

The term of this Lease shall be for a term of five (5) years commencing April 1, 2013 ("Commencement Date"), and terminating on March 31, 2018. The rent shall commence on the earlier of (a) September 1, 2013, or (b) delivery of the certificate of occupancy for the Leased Premises.

In addition, the LESSEE shall have the option to extend this Lease for two additional five-year periods, the first beginning April 1, 2018, and the second beginning April 1, 2023, upon the same terms and conditions except for rent. The annual rent for the first option shall be \$16.00 per square foot, with annual increases of C.P.I. (hereinafter defined). The rent for the second option shall be at market rent (as determined by two independent appraisals, one selected and paid for by the LESSOR, and one selected and paid for by the LESSEE). The first option shall be void unless the LESSEE notifies the LESSOR in writing on or before October 1, 2017 of the LESSEE's intent to exercise said option. The second option shall be void unless the LESSEE notifies the LESSOR in writing on or before October 1, 2022 of the LESSEE's intent to exercise said option. Both options shall be null and void if, at the time the option is exercised, the LESSEE is in material default under the terms of this Lease.

3. **RENT**

The LESSEE shall pay to the LESSOR base rent each year at the rate specified below, payable in advance in monthly installments of one-twelfth of the applicable base rent:

<u>Lease Year</u>	<u>Rent Per Square Foot</u>	<u>Total Square Feet</u>	<u>Monthly Base Rent</u>
Year 1	\$ 8.00 per square foot	3,650	\$ 2,433.33
Year 2	\$ 10.00 per square foot	3,650	\$ 3,041.66
Year 3	\$ 12.00 per square foot	3,650	\$ 3,650.00
Year 4	\$ 13.00 per square foot	3,650	\$ 3,954.16
Year 5	\$ 15.00 per square foot	3,650	\$ 4,562.50

Triple net lease: In addition to the base rent, the LESSEE shall be responsible for 16.5% of all common area maintenance as hereinafter provided, insurance and real estate taxes for the Building, to be paid on

the monthly bases in addition to the base rent, initially based on the current costs. (The 2012 common area maintenance costs, real estate taxes and insurance costs for the Building are approximately \$42,600.)

The LESSEE shall pay the LESSOR as additional rent 5% of the current installment of monthly base rent that is more than five days past due. The LESSEE shall also reimburse the LESSOR for reasonable legal fees and related costs incurred by LESSOR in collection of past due rent.

4. SECURITY DEPOSIT

Upon the execution of this Lease, the LESSOR shall hold as a security deposit the amount of \$2,433.33 for the LESSEE's payment of rent and performance of lease terms as herein provided, and which security deposit shall be refunded to the LESSEE at the end of this LEASE, subject to the LESSEE's satisfactory compliance with the conditions hereof.

5. CONSUMER PRICE INCREASE

Annual increases of "C.P.I." as used herein means the product of the previous year's base rent multiplied by the increase in the Consumer Price Index -- All Urban Consumers (U.S. All Items: Base 1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics over the first month of the prior twelve-month period, but each increase shall not exceed 5% of the prior year's rent. For the avoidance of doubt, annual increases of C.P.I. under this Lease shall apply beginning January 1st, 2019, being the first month of the second year of the first extension term, if any, of this Lease.

6. OTHER CHARGES

The LESSOR does not provide any rubbish removal services. The LESSEE shall maintain and provide receptacles at the LESSEE's sole expense.

7. ADDRESS FOR PAYMENTS

All rental payments and additional rental payments shall be paid to the LESSOR at the address above on or before the first of each and every month, or such other address as the LESSOR may designate in writing.

8. CONDITION

LESSOR shall deliver the Leased Premises to LESSEE on the Commencement Date in the condition and with all of the improvements specified as LESSOR'S responsibility in the Work Letter attached hereto as Exhibit A and incorporated herein by reference ("LESSOR'S Work"). LESSOR agrees that all of LESSOR'S Work shall be completed in a good and workmanlike manner using all new materials, with all required permits and using only licensed, insured contractors, and shall be completed at LESSOR'S sole cost and expense. All of LESSOR'S Work shall be complete, with a partial Certificate of Occupancy issued by the Town of Franklin, and all contractors paid in full, on or before the Commencement Date.

Following the Commencement Date and delivery of the Leased Premises to LESSEE in accordance with the requirements of the this Lease, LESSEE agrees to diligently complete the improvements specified as LESSEE'S responsibility in the Work Letter attached hereto as Exhibit A and incorporated herein by reference ("LESSEE'S Work"); provided, however, LESSOR shall permit LESSEE to commence construction and installation of LESSEE'S Work prior to completion of LESSOR'S Work and prior to the Commencement Date without interference with completion by LESSOR of LESSOR'S Work. LESSEE agrees that all of LESSEE'S Work shall be completed in a good and workmanlike manner using all new

materials, with all required permits and using only licensed, insured contractors, and shall be completed at LESSEE'S sole cost and expense.

9. LESSEE'S COVENANTS

The LESSEE covenants and agrees as follows:

(a) To pay when due the said base rent and additional rent and/or payments at the time and in the manner set forth herein.

(b) To procure any licenses and permits required for any use to be made on the Leased Premises by the LESSEE.

(c) To pay promptly when due the entire cost of any work to the Leased Premises undertaken by the LESSEE 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 LESSOR harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work including, without limitation, reasonable attorney's fees. Upon receipt of notice from the LESSOR, the LESSEE shall take over the LESSOR's defense in any action related to work undertaken by the LESSEE on the Leased Premises.

(d) To permit the LESSOR and its agents to examine the Leased Premises at reasonable times; to permit the LESSOR to enter the Leased Premises to make such repairs, improvements, alterations or additions thereto as may be required in order to comply with the requirements of any public authority having jurisdiction of the Leased Premises, or as may be required of the LESSOR under the terms of this Lease.

(e) To pay when due any and all State, Federal or local taxes which are the responsibility of LESSEE based upon the LESSEE's use or occupation of the Leased Premises or pertaining to the LESSEE'S personal property.

(f) To comply with all laws, orders, and regulations of any governmental authorities pertaining to the LESSEE's use and occupation of the Leased Premises.

(g) To comply with any rules, regulations or recommendations of the National Board of Fire Underwriters, any rating bureau, or any similar association performing such function and failing same, and to pay to the LESSOR any increase in premiums resulting from failure to comply with the foregoing.

(h) To keep the Leased Premises adequately heated to at least 50 degrees for the protection of the plumbing therein. The LESSEE shall maintain all heating and plumbing equipment located within and serving the Leased Premises at the LESSEE's sole expense.

(i) To permit no waste with respect to the Leased Premises.

(j) To refrain from conducting at the Leased Premises any business use which is offensive, constituting a nuisance or violates any provisions of any zoning, building or other applicable laws, ordinances or regulations.

10. REPAIRS AND ALTERATIONS

(a) The LESSEE shall keep and maintain the Leased Premises in a neat, clean, sanitary, safe condition, in good order and repair, including non-structural, ordinary, and foreseen and unforeseen repairs or replacements, including without limiting the generality of the foregoing, the interior drop ceilings, signs and all appliances and similar equipment located in the Leased Premises and the interior surfaces of all walls, windows, window frames, doors, door frames, and all other glass or plate glass thereon (including storefront), and, in furtherance hereof, the LESSEE shall at all times maintain contracts with professional services to perform the normal and routine maintenance required for the heating and air conditioning facilities at the Leased Premises. The LESSOR shall maintain the roof, roof joists, foundation, structural and load bearing walls and floors, and exterior walls at the LESSOR's sole expense. The LESSOR shall immediately cause repairs or replacements to be performed upon discovery of any water leakage or damage.

(b) The LESSEE shall at the expiration or earlier termination of this Lease remove its goods and effects and peaceably yield up the Leased Premises, clean and in good order, repair and condition, reasonable wear and tear excepted, and the LESSEE shall repair any injury done to the Leased Premises by the installation or removal of the LESSEE's fixtures or other property.

(c) The LESSEE shall obtain the LESSOR'S prior written consent for any alterations, improvements or additions to the Leased Premises, said consent not to be unreasonably withheld, delayed or conditioned. LESSOR shall be deemed to have consented to all work described in the LESSEE'S Work Letter included as part of this Lease. All such work shall be made in accordance with all applicable laws and in a good and workmanlike manner and shall not impair the safety of the structure of the Building containing the Leased Premises nor diminish the value of the Building as then constituted.

(d) Except as provided in subsection (e) below, all additions, improvements and fixtures which may be made or installed by either the LESSOR or the LESSEE and which are attached to a floor, wall or ceiling, including any linoleum or other floor covering of similar character, shall remain upon the Leased Premises, and at the expiration or earlier termination of this Lease shall be surrendered with the Leased Premises as a part thereof.

(e) Any trade fixtures, furniture and equipment installed by the LESSEE which may be removed from the Leased Premises without substantial injury thereto shall remain the property of the LESSEE and shall be removed by the LESSEE from the Leased Premises prior to the expiration or earlier termination of this Lease; provided that if the LESSEE is then in default hereunder, such articles, insofar as the LESSOR shall so direct, shall remain in the Leased Premises until such time as said default is cured or, at the LESSOR'S election, be stored by the LESSOR without any responsibility by the LESSOR for any damage resulting therefrom, for the account of the LESSEE and the LESSEE shall be liable for any costs or expense incurred by the LESSOR in connection therewith and shall pay LESSOR for such costs and expenses prior to their release from storage. In the event the LESSEE fails to remove said fixtures prior to the expiration or earlier termination, they shall be deemed abandoned and may be disposed of by the LESSOR in any way he sees fit.

11. UTILITIES

The LESSEE shall pay for all utility services provided and which are separately metered to the Leased Premises including, without limitation, electricity, telephone, gas, water and sewage charges applicable to the Leased Premises. The LESSOR shall not be liable for any interruption of electricity, gas, water, telephone, sewage, heat or other utility service, supplied to the Leased Premises, unless caused by the

action or inaction of LESSOR. The LESSOR shall use its best reasonable efforts to restore lost utilities that are under the LESSOR's sole control.

12. LIABILITY

(a) The LESSEE shall save the LESSOR harmless and indemnified from all injury, loss, claims or damage of whatever nature to any person or property in or about the Leased Premises arising from any act, omission or negligence of the LESSEE or the LESSEE'S employees, agents, contractors, suppliers, licensees, invitees, or customers of any of the foregoing. Upon request of the LESSOR, the LESSEE shall take over LESSOR's defense in any action related to such matter for which the LESSEE has agreed to indemnify the LESSOR.

(b) The LESSOR shall save the LESSEE harmless and indemnified from all injury, loss, claims or damage of whatever nature to any person or property in or about the Building and shopping center of which the Leased Premises are a part, arising from any act, omission or negligence of the LESSOR or the LESSOR'S employees, agents, contractors, suppliers, licensees, invitees, or customers of any of the foregoing. Upon request of the LESSEE, the LESSOR shall take over LESSEE's defense in any action related to such matter for which the LESSOR has agreed to indemnify the LESSEE.

13. INSURANCE

The LESSEE shall maintain during the term of this Lease, at the LESSEE's expense, fire and comprehensive casualty insurance of amounts with respect to its own fixtures, merchandise, and other property contained in the Leased Premises.

The LESSEE shall maintain during the term of this Lease, at the LESSEE's expense, with respect to the Leased Premises, comprehensive public liability insurance in responsible companies qualified to do business in Massachusetts which shall insure the LESSOR (as named insured) and all persons claiming under the LESSOR, as well as the LESSEE, against all claims for injuries to persons (including death) occurring in or about the Leased Premises in the amount of at least Two Million (\$2,000,000.00) Dollars. The LESSEE shall furnish the LESSOR with certificates for such insurances prior to the commencement of the term hereof and at least ten days prior to the expiration date of any such policies. Each such policy shall be non-cancellable with respect to the LESSOR's interest without at least twenty days' prior written notice to the LESSOR. The LESSOR shall maintain fire and casualty insurance in the amount of the full replacement cost of the Building, and the LESSOR shall furnish the LESSEE with certificates for such insurances prior to the commencement of the term hereof and at least ten days prior to the expiration date of any such policies.

14. SUBORDINATION

(a) The LESSEE shall from time to time upon request of the LESSOR, subordinate this Lease to any existing and/or future Mortgage heretofore or hereafter placed upon the Leased Premises or the parcel of which the Leased Premises are a part, and to any renewal, modification, replacement or extension of such Mortgage and to any and all advances made or to be made thereunder; provided, however, that such subordination shall provide that this Lease shall in any event continue in full force and effect in case of foreclosure, and that LESSEE shall not be disturbed as long as LESSEE is not in default hereunder.

(b) For purposes hereof the term "Mortgage" shall mean any real estates mortgages, ground leases, deeds of trust, or any other security agreements or indentures affecting the Leased Premises; the

term "Mortgagee" shall mean the holder of any such real estate mortgage, any ground the LESSOR, or any Trustee or holder of any such deed of trust, security agreement or indenture.

(c) The LESSEE shall, upon request by the LESSOR or any mortgagee, execute and deliver to such party (i) an estoppel letter in form satisfactory to such party and/or (ii) a copy of any notice of default delivered by the LESSEE to the LESSOR at the same time and the same manner as to the LESSOR.

15. SELF-HELP

If the LESSEE shall default in the performance or the observance of any agreement or condition in this Lease contained on its part to be performed or observed, and shall not cure such default within twenty days after notice from the LESSOR specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), the LESSOR may, at his option, without waiving any claim for breach of agreement, at any time thereafter cure such default for the account of the LESSEE, and make all necessary payments in connection therewith, including but not limiting the same to counsel fees, costs or changes of or in connection with any legal action which may have been brought, and any amount paid by LESSOR in so doing shall be deemed paid for the account of the LESSEE, and the LESSEE agrees to reimburse the LESSOR therefor with interest thereon at the then prevailing prime rate of interest charged by Bank of America plus three percent (3%), such sums payable by the LESSEE to the LESSOR to be deemed additional rent; provided that the LESSOR may cure any such default as aforesaid prior to the expiration of such waiting period but after notice to the LESSEE, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate or the LESSOR's interest therein, or to prevent injury or damage to persons or property.

16. CASUALTY OR TAKING

(a) In case during the term of this Lease, all or any substantial part of the Leased Premises are damaged materially by fire or other casualty, or by action of public or other authority in consequence thereof, or are taken by eminent domain, this Lease shall terminate at the LESSOR's or LESSEE's election, by written notice given to the other within ninety days, after such damage or taking, specifying the effective date of termination, which shall be not less than fifteen days or more than thirty days after the date of the notice of termination, and thereupon this Lease shall terminate effective as of the date so specified. Unless terminated pursuant to the foregoing provisions, this Lease shall remain in full force and effect following any such damage or taking, subject, however, to the following provisions: (1) If in any such case, the Leased Premises are rendered unfit for use and occupation, and this Lease is not so terminated, the LESSOR shall use its best efforts (following the expiration of the ninety (90) day period in which the LESSOR may terminate this Lease) to put the Leased Premises, or in the case of taking, what may remain thereof, into proper condition for use and occupation (excluding in case of both casualty and taking any items installed or paid for by the LESSEE which the LESSEE may be required to remove pursuant to this Lease); and (2) If the LESSOR has not started the work necessary to put the Leased Premises into proper condition for use and occupancy within three (3) months from the date of the casualty or taking or has not put the Leased Premises into proper condition for use and occupancy within six (6) months from the date of the casualty or taking, the LESSEE shall have the option to cancel this Lease upon thirty (30) day's written notice to the LESSOR, in which event all obligations hereunder shall cease. The LESSOR shall not be required to expend sums in excess of the net proceeds received (plus the amount of any deductible or self insured amount) on account of such casualty or taking; and (3) In any case, a just proportion of the Fixed Rent and Additional Rent according to the nature and extent of the injury shall be abated until the Leased Premises or such remainder shall have been put by the LESSOR into proper condition for use and occupation; and (4) In case of a taking which permanently reduces the

area of the Leased Premises, a just proportion of the Fixed Rent and Additional Rent shall be abated for the remainder of the term.

(b) The LESSOR reserves to itself any and all rights to receive awards made for damages to the Leased Premises and the Building and lot and the leasehold hereby created, or any one or more of them, accruing by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority. The LESSEE hereby releases and assigns to the LESSOR all the LESSEE's rights to such awards, and covenants to deliver such further assignments and assurances thereof as the LESSOR may from time to time request, hereby irrevocably designating and appointing the LESSOR as its attorney-in-fact to execute and deliver in the LESSEE'S name and behalf all such further assignments thereof. The LESSEE shall be entitled to receive any awards made for its relocation expenses and the unamortized value of its leasehold improvements.

(c) In the event of any taking of the Leased Premises or any part thereof for temporary use, (i) this Lease shall be and remain unaffected thereby and rent shall not abate, and (ii) the LESSEE shall be entitled to receive for itself such portion or portions of any award made for such use with respect to the period of the taking which is within the term, provided that if such taking shall remain in force at the expiration or earlier termination of this Lease, the LESSEE shall then pay to the LESSOR a sum equal to the reasonable cost of performing the LESSEE's obligations with respect to surrender of the Premises and upon such payment shall be excused from such obligations.

(d) Notwithstanding any provision herein to the contrary, in the event that all or any part of the Leased Premises or the Building are damaged materially and substantially by fire or other casualty, or by action of public or other authority in consequence thereof, or are taken by eminent domain, the LESSEE shall have the right to terminate this Lease upon thirty (30) days written notice.

17. USE OF LEASED PREMISES

The LESSEE may use the Leased Premises only for the purpose of an eat-in and take-out restaurant (including the sale of baked goods, sandwiches, salads and all types of prepared foods), retail sale of food and beverages, retail sale of food preparation tools and equipment, food education and services, and uses accessory to each of the foregoing. Without limiting the generality of the foregoing, the Leased Premises may be used for the sale and dispensing of wine, malt and other alcoholic beverages (subject to obtaining required licenses), cooking demonstrations, dining and take-out services, and related activities. The LESSOR shall not, during the initial term of this Lease or any additional term, grant a lease or tenancy to any other person or entity that competes with the goods, business and services provided or sold by the LESSEE, WITH THE EXCEPTION OF THE CHINESE RESTAURANT

18. ASSIGNMENT AND SUBLEASE

Except as provided in this section, the LESSEE shall not assign this Lease or sublet the whole or any part of the Leased Premises or any interest herein or therein. In the case of the sale of the business, the LESSOR shall not unreasonably withhold such consent in connection with the sale of all of the LESSEE's business so long as (i) the proposed assignee or sublessee shall have financial statements and creditworthiness that the LESSOR in its sale discretion shall deem satisfactory; (ii) the Leased Premises shall be used for LESSEE's uses only, (iii) either the LESSEE or proposed assignee or sublessee shall provide such additional security as the LESSOR in its reasonable discretion shall deem satisfactory; and (iv) the projected Rent for the period after such assignment equals or exceeds such aggregate projection for the LESSEE if the LESSEE were to operate in the Leased Premises after such assignment. The LESSOR may refuse to consider a request for such consent unless the LESSEE shall have agreed to reimburse the LESSOR promptly for reasonable expenses, including legal expenses incurred by the

LESSOR in connection with such request. So long as the LESSEE is the entity named herein, the LESSOR shall have the right, at its option, in lieu of consenting to a proposed assignment or sublease, to terminate this Lease as of the proposed commencement date of the assignment or sublease, but only if the proposed assignment does not comply with subsections (i) through (iii) of this paragraph. So long as the LESSEE is not the entity named herein, the LESSOR shall have the right, at its option, in lieu of consenting to a proposed assignment or sublease, to terminate this Lease as of the proposed commencement date of the assignment or sublease regardless of whether the proposed assignment complies with Subsections (i) through (iv) of this paragraph, in which event all obligations hereunder shall cease.

No assignment or subletting shall in any way impair the continuing primary liability of the LESSEE hereunder, and no consent to any assigning or subletting in a particular instance shall be deemed to be a waiver of the obligation to obtain approval in the case of any other assignment or subletting. Any attempted assignment, sublease, or other transfer made without the LESSOR'S written consent as aforesaid shall be void.

19. LESSOR'S ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times upon prior notice to and in the presence of a representative of LESSEE, and without interference with the operation of LESSEE's business, enter to view the Leased Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as the LESSOR should elect to do and may show the Leased Premises to others, and at any time within three (3) months before the expiration of the term (as such term may have been extended pursuant to this Lease), may affix to any suitable part of the exterior of the Building a notice for letting or selling the Leased Premises or property of which the Leased Premises are a part and keep the same so affixed without hindrance or molestation.

20. LESSOR'S LIEN

In order to secure the payment and performance of the obligations of LESSEE under this Lease, LESSEE hereby grants to LESSOR a first priority security interest in all furnishings, fixtures, and equipment owned by LESSEE and placed upon the Leased Premises and used in connection with the operation of LESSEE's business, whether now existing or hereafter acquired. In the event of any default by LESSEE under this Lease beyond applicable grace periods, the LESSOR shall have and may exercise any and all of its rights and remedies as provided in the Massachusetts Uniform Commercial Code.

21. DEFAULT AND BANKRUPTCY

In the event that:

(a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) The LESSEE shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of the LESSEE'S property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Leased Premises, to declare the term of this Lease ended, and remove and/or keep any or all of the

LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, as well as brokerage and new LESSEE preparation expenses, and also including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the then prevailing prime rate of interest charged by Bank of America plus three percent (3%) per annum, shall be paid to the LESSOR by the LESSEE as additional rent.

22. NOTICE

Any notice from the LESSOR to the LESSEE relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSEE by registered or certified mail, return receipt requested, postage prepaid, or sent by nationally recognized overnight carrier (e.g., FedEx or UPS) addressed to the LESSEE at such address as the LESSEE may from time to time advise in writing. Any notice from the LESSEE to the LESSOR relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, or sent by nationally recognized overnight carrier (e.g., FedEx or UPS) addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing.

LESSOR: 535 Boylston St, Brookline MA 02445

LESSEE: 2027 Massachusetts Ave., Lexington, MA 02421

23. APPLICATION OF PAYMENTS RECEIVED FROM LESSEE

The LESSOR shall have the right to apply any payments made by the LESSEE to the satisfaction of any debt or obligation of the LESSEE to the LESSOR according to the LESSOR'S sole discretion and regardless of the instructions of the LESSEE as to application of any such sum, whether such instructions be endorsed upon the LESSEE'S check or otherwise, unless otherwise agreed upon by both parties in writing. The acceptance by the LESSOR of a check or checks drawn by others than the LESSEE shall in no wise affect the LESSEE's liability hereunder nor shall it be deemed an approval of any assignment of this Lease by the LESSEE.

24. FIRE EXTINGUISHERS

The LESSEE agrees to supply and maintain at its own expense any fire extinguishers, or other fire prevention equipment required by law, rules, orders, ordinances, and regulations of any city, county, or state in which the Leased Premises are located, and/or required by any underwriters association, bureau, or any other similar body having jurisdiction involving the Leased Premises.

25. FLOOR LOAD

The LESSEE will not overload the floors. It shall be the LESSEE's responsibility to ensure adequate support for the fixtures and equipment located in the Leased Premises.

26. OTHER TERMS AND CONDITIONS:

(a) The LESSEE will at all times use reasonable efforts to control persons who come through the entrances of the Leased Premises for purposes of patronizing the business therein so that their

presence will not unreasonably block or interfere with the use of the entrance, halls or stairways and access to or exit from the upper stories of the Building.

(b) The LESSEE shall have the right to receive deliveries through the rear door leading to the lower level common area adjacent to the electrical room.

(c) All waste paper, refuse and garbage shall be kept by the LESSEE, and to be removed at the LESSEE'S sole expense.

(d) The LESSEE shall keep the exterior glass and interior portions of the Leased Premises, all windows, doors and all other glass or plate fixtures in a clean condition.

(e) The LESSEE shall not keep or permit to be kept on the Leased Premises any inflammable or combustible fluid, chemical or explosives, except in compliance with legal requirements. All chemicals shall be kept in an explosion-proof cabinet.

(f) The LESSEE shall not hold any auction, fire or bankruptcy sale in the Leased Premises.

(g) The LESSEE shall not burn any trash or garbage of any kind in or about the Building.

(h) The plumbing facilities shall be used for the purposes for which they have been constructed and no foreign substances of any kind shall be thrown therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision caused by the LESSEE, its employees, agents, or invitees shall be borne by the said LESSEE. The LESSOR reserves the right to enact rules or regulations other than those listed above as may from time to time seem necessary or desirable for the best interests of the Building.

(i) No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld, delayed or conditioned. LESSOR hereby consents to the installation of awnings and projections described or shown in Exhibit A.

(j) No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any LESSEE on any part of the outside of the Leased Premises or Building without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld, delayed or conditioned. In the event of the violation of the foregoing by any LESSEE, the LESSOR may remove same without any liability, and may charge the expense incurred by such removal to the LESSEE violating this rule. LESSOR hereby consents to the installation of signage described or shown in Exhibit A.

27. WAIVER OF SUBROGATION

Each party hereby waives all rights of subrogation against the other party, and agrees that neither it nor its insurers will sue the other party for any loss of or damage to property arising out of fire or casualty, and each party agrees that all insurance policies relating to the Leased Premises or the property (or the property therein) will contain waivers by the insurer of such liability, recovery, subrogation and suit.

28. MERGER, DISCLAIMERS

All understandings and agreements heretofore had between the parties hereto are merged in this Lease, which alone fully and completely express this Lease. The LESSEE has not relied upon or been induced

by any statements or representations, other than those expressly set forth in this Lease, of any person in respect of the title to or the physical condition of the Leased Premises, or any other matter affecting the Leased Premises or this transaction which might be pertinent in considering the execution of this Lease. The LESSEE expressly acknowledges that no such representations not embodied herein have been made.

29. WAIVER

No waiver of any condition or covenant of this Lease by the LESSOR shall be deemed to imply or constitute a further waiver by the LESSOR of any other condition or covenant of this Lease. The rights and remedies created by this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

30. ENTIRE AGREEMENT AND BENEFIT

This agreement and the exhibits attached hereto contain the entire understanding between parties with respect to this Lease. No waiver, change, modification or discharge of any of the provisions of this Lease shall be valid unless affected by an agreement in writing signed by all parties hereto. The waiver of any of the provisions of this Lease shall not be deemed to be a waiver of any subsequent breach or default of the provisions hereof. This Lease shall be binding upon and inure to the benefit of the LESSOR and the LESSEE and their respective successors and assigns. This Lease may be amended only by instruments in writing executed by LESSOR and LESSEE.

31. SEVERABILITY

The illegality or invalidity of any provision of this Lease, by reason of any rule of law or public policy, shall not affect this Lease or any other provisions hereof, but this Lease shall, nevertheless, remain in full force and effect and shall be construed in all respects as if such invalid provision were omitted.

32. CONSTRUCTION

This Lease and the performance thereof shall be construed, regulated and governed by the laws of the Commonwealth of Massachusetts, where it has been made and entered into. The section headings have been inserted for convenience only and shall not enter into the interpretation or construction of this Lease. Unless repugnant to the context, the words "LESSOR" and "LESSEE" 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.

33. ADDITIONAL TERMS

(a) LESSOR'S ADDITIONAL OBLIGATIONS. The LESSOR shall cooperate with the LESSEE in the LESSEE's attempts to obtain the necessary licenses from all appropriate governmental agencies.

(b) The LESSEE shall have the right to install an approved ventilation system.

(c) Notwithstanding anything to the contrary stated in this Lease, LESSEE shall have the right to assign LESSEE's interest in this Lease as collateral security for business financing.

(d) LESSOR hereby represents that LESSOR is the owner in fee simple of the Leased Premises, including the Building and all improvements thereon free from any liens or encumbrances that would adversely affect LESSEE'S leasehold interest or the conduct of its business on the Leased

Premises, and has the right and authority to enter into this Lease. LESSOR further represents that LESSOR and those signatories executing this Lease on behalf of LESSOR have full power and authority to execute this Lease.

(e) LESSOR agrees that upon LESSEE's paying the rent and performing and observing the agreements, conditions and other provision on their part to be performed and observed, LESSEE shall and may peaceably and quietly have, hold and enjoy the Leased Premises during the term of this Lease without any manner of hindrance or molestation for LESSOR or anyone claiming under LESSOR, subject, however, to the terms of this Lease and any instruments having a prior lien.

(f) The provisions of this Section shall supersede those contained elsewhere in this Agreement.

34. REAL ESTATE BROKERAGE

The LESSEE and LESSOR warrant and represent to each other that there are no brokers entitled to claim a commission in connection with this transaction other than Eileen Mason, RE/MAX Executive, and shall indemnify the other from and against any breach of the foregoing warranty and representation, including without limitation reasonable attorney's fees incurred by the injured party in connection therewith. LESSOR agrees to pay said commission in accordance with LESSOR's written agreement with said broker.

35. RIGHT OF FIRST REFUSAL

(a) If at any time during any term of this Lease LESSOR shall receive a bona fide offer from a third party to purchase the Leased Premises at a specified price and the LESSOR shall decide to accept said offer and to sell the same for such amount, the LESSOR shall send a true copy of said offer to the LESSEE by certified mail, return receipt requested, to the LESSEE's notice address, as provided in Section 22. The sending of such offer shall be deemed to be an indication by the LESSOR of its willingness to sell the Premises described in said offer for the price offered.

(b) LESSEE shall have 30 days from the date of receipt of the aforesaid offer by LESSOR to either (1) agree to purchase the Leased Premises described in said offer at the price offered and provide notice of such agreement to purchase, to be sent by LESSEE by certified mail, return receipt requested, to the LESSOR within said 30 day period, or (2) reject said offer. The sending of such notice accepting the offer by LESSEE shall be deemed to be an election by LESSEE to purchase. Failure of LESSEE to so notify LESSOR shall be deemed to be a rejection of said offer.

(c) In the event that LESSEE elects to purchase the Leased Premises, it shall have 60 days after the date of its sending notice of its agreement to purchase to LESSOR in which to take title. Not less than 5 days prior to the expiration of said 60 day period, the LESSEE shall notify LESSOR by certified mail, return receipt requested, of the time and date within said 60 day period when it will be prepared to perform. The place of performance shall be the Norfolk County Registry of Deeds, unless otherwise agreed upon by the parties. In the event that LESSEE fails to notify the LESSOR of the time and date when it will be prepared to perform, the time and date for performance shall be deemed to be at 1:00 p.m. Eastern time on the 60th day after the date that LESSEE shall have sent notice of its agreement to purchase.

(d) In the event that LESSEE does not elect to purchase the Leased Premises, for a period of one hundred eighty (180) days after the end of such thirty (30)-day period, LESSOR shall be free to convey the Leased Premises, but only to the initial bona fide third party buyer, and only on the terms and

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conditions set forth in the offer (and not otherwise), and in the event of such conveyance this Right of First Refusal shall terminate and be of no further force and effect and the Leased Premises shall thereafter be free of this Right of First Refusal. If LESSOR does not so convey the Leased Premises within the applicable one-hundred-eighty (180)-day period, the Leased Premises shall remain subject to this Right of First Refusal and may not thereafter be conveyed without first being offered to LESSEE in the manner provided above. By way of illustration and not in limitation of anything contained in this Right of First Refusal, if LESSOR enters into an agreement to convey the Leased Premises to the initial bona fide third party buyer pursuant to the terms of the offer, and the initial bona fide third party buyer thereafter requests that the terms and conditions of the proposed conveyance be modified in any material respect so as to be less favorable to LESSOR than those set forth in the offer, then before LESSOR can agree to any such request LESSOR shall be required to re-offer the Property to LESSEE on such new terms and conditions in the manner provided in this Right of First Refusal.

(e) If LESSEE shall fail to notify LESSOR as herein above provided of its agreement to purchase, or once having elected to purchase shall fail to perform within said 60 day period, LESSOR may thereafter sell the Leased Premises to any third party free and clear of any claim of LESSEE.

(f) An affidavit by LESSOR recorded in the Norfolk County Registry of Deeds executed under the pains and penalties of perjury that it has complied with the terms hereof and that LESSEE has failed to notify the LESSOR of its agreement to purchase after having received any such bona fide offer, or once having sent their agreement to purchase have failed to purchase within said 60 day period, shall be conclusive evidence to any third party relying thereon of LESSOR's compliance with the requirements of this right of first refusal in all respects, and any third party shall be entitled to rely on the veracity thereof and to purchase the Leased Premises free and clear of any of the terms hereof.

[Remainder of Page Intentionally Left Blank]

Witness our hands and seals this 25 day of MARCH, 2013.

Katharina Kisch
WITNESS

12-36 East Central Street, LLC

By: [Signature]
Babak Veyssi, Manager

Artistry Kitchen Franklin, LLC

By: [Signature]
Trisha Pérez Kennealy, Manager

WITNESS

EXHIBIT A

WORK LETTER

Construction: All work shall be completed in a good and workmanlike manner using new materials, and in accordance with all building, health, safety and environmental laws and regulations. Based on the signed Letter of Intent, the following are the items already achieved or will be completed by LESSOR on or before September 1, 2013, except for those items specifically delegated to LESSEE below:

1. The entire space has been gutted to the structural members, and all unnecessary pipes, wiring and ducts have been removed. The remaining pipes would be servicing the residential units above the first floor of the Building. The Vanilla box condition has been achieved and will be verified by a walkthrough prior to lease signing.
2. ADA Access will be created to the back of the LESSEE's space and patio by LESSOR based on plans provided by LESSEE and approved by the Town of Franklin.
3. LESSOR represents that once the rear wall repairs of rough openings and the ADA access ramp are completed by LESSOR, there will be no water penetration or mold problems.
4. Improvements to side and rear partially completed, the rest will be done once the plans are completed. It is agreed that LESSOR will create and provide structurally sound rough openings in the rear and Cottage St side, and LESSEE will be responsible for the cost and installation of its exterior doors, windows and storefront. No work by LESSOR on existing front storefront.
5. LESSOR Improvements include: repair of rough openings based on LESSEE plans, ADA access ramp, stucco rear walls, all waterproofing, complete site work Paving and landscaping also to include dumpster pad once required size has been verified. Also includes (as noted on other part of lease) revamping of electrical and sewer utilities, and new grease trap.
6. All roof penetrations and all structural openings in roof, duct work, curbs, flashing, and exhaust fans by LESSEE, shall be repaired or finished using LESSOR'S roofer at LESSEE'S cost; provided however, LESSEE shall have the right to obtain bids on the work from other roofers, and if the price of LESSEE'S bid(s) is less expensive by 5% or more, LESSEE shall have the right to use its own roofer unless LESSOR'S roofer agrees to complete the work for the lower price.
7. Interior walls: Openings and penetrations thru the structural party walls required per LESSEE's plans will be done by LESSOR, with the understanding that LESSOR and LESSEE will split the cost. All other cost related to partitions, framing, new stairs, ceilings, floor systems and flooring will be the responsibility of LESSEE.
8. Electrical: LESSOR will upgrade the existing 600 amps service to an underground 1200 service for the entire Building and provide LESSEE with a 600 amp (400+200) switch at the designated electrical room, from which LESSEE's electrician will distribute power for the LESSEE for the purpose of the LESSEE to its main panels and sub panels, at LESSEE's cost, including all other electric wiring and installation necessary for the use of the LESSEE.
9. Plumbing: LESSOR will provide LESSEE with a water meter or a sub meter from existing water line for exclusive use of the restaurant, and will install new designated sewer lines for both

sanitary and grease. New lines installed in the rear of the Building, connecting to new sewer, and install a new 3000 gallon external grease trap for the restaurants in the Building. All interior plumbing above and underground for the LESSEE are its own cost and responsibility.

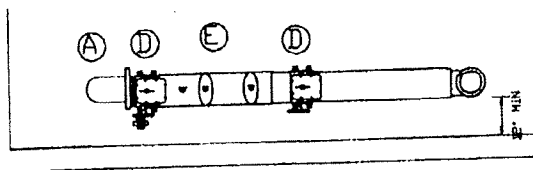
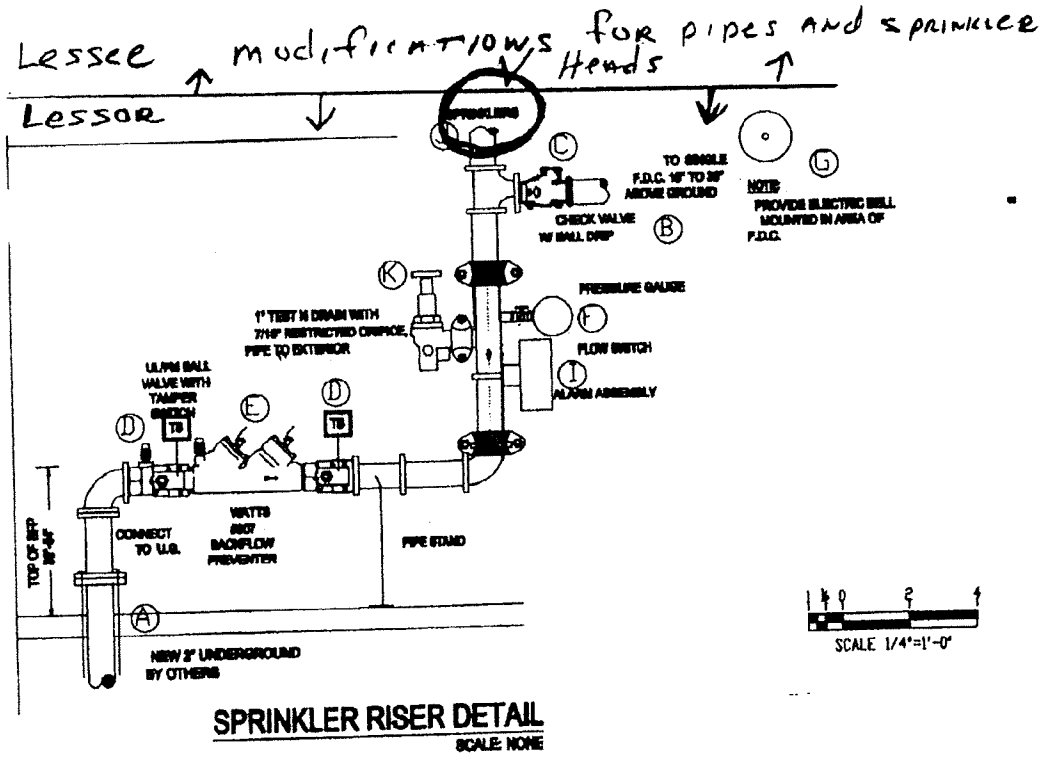
10. Fire suppression: LESSOR shall redesign and modify the sprinkler system for the Building to satisfy local building and fire department, and supply main line for the LESSEE who would be responsible for design cost and installation of the system within its own space according to its final plans. Sprinkler redesign and modification to satisfy, without limitation, requirements shown in "Sprinkler Riser Detail Graphic" below.
11. HVAC: All units and ductwork have been removed from the space and LESSEE has agreed to install new HVAC and Exhaust systems according to its needs and requirements, and at its sole cost and expense.
12. Equipment: LESSEE agrees that all furniture, fixture and equipment necessary for the operation of its business are to be provided and installed at its own expense. LESSEE also agrees to bear the cost of additional structural support required for the installation of unusually heavy equipment in the Leased Premises.
13. All other small issues will be dealt with as they develop, on the basis that existing structural defects are LESSOR responsibility and all other alterations will be LESSEE's.

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SPRINKLER RISER DETAIL GRAPHIC:

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ASSIGNMENT AND ASSUMPTION OF LEASES WITH LESSOR CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASES WITH LESSOR CONSENT (this "Agreement") is dated and entered into as of February 7, 2017 (the "Effective Date"), by and between Artistry Kitchen Franklin, LLC ("Artistry Kitchen"), a Massachusetts limited liability company and AB Catering LLC ("AB Catering"), a Massachusetts limited liability company, on the one hand, and Taste of Andhra, LLC ("Andhra"), a Massachusetts limited liability company, Altamount Restaurant Group LLC ("Altamount"), a Massachusetts limited liability company, and SreefarminghamMa, Inc. ("Sree"), a Massachusetts corporation, on the other hand.

RECITALS

WHEREAS, Artistry Kitchen leases space located on the first floor of the building known as 12-20 East Central Street, Franklin, MA (the "Building") pursuant to a Commercial Lease dated March 25, 2013, by and between 12-36 East Central Street, LLC (the "Lessor") and Artistry Kitchen (the "First Floor Lease"), a copy of which is attached hereto as Exhibit 1;

WHEREAS, AB Catering leases space located on the lower level of the Building pursuant to a Commercial Lease dated March 25, 2013, by and between the Lessor and AB Catering (the "Lower Level Lease"), a copy of which is attached hereto as Exhibit 2;

WHEREAS, Artistry Kitchen and AB Catering, individually and collectively, are the "Assignors" and Andhra and Altamount, individually and collectively, are the "Assignees" of the Lower Level Lease and Andhra, Altamount, and Sree, individually and collectively, are the "Assignees" of the First Floor Lease.

WHEREAS, pursuant to the Purchase and Assignment and Assumption Agreement and Bill of Sale dated as of the Effective Date, by and among Artistry Kitchen, AB Catering, and Altamount (the "Purchase Agreement"), Altamount shall purchase the Acquired Assets (as defined in the Purchase Agreement) from the Assignors, and the Assignors shall, respectively, assign to the Assignees, and the Assignees shall assume from the Assignors, all right, title and interest of the Assignors, respectively, in, to and under the Leases;

WHEREAS, the Assignees are willing to assume, and the Assignors are willing to assign, such rights in, to and under the Leases on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, Paragraph 18 of the First Floor Lease and the Lower Level Lease (the "Leases") prohibits assignment and assumption without the prior written consent of the Lessor;

WHEREAS, the Lessor is willing to give its consent to such assignment and assumption pursuant to and in consideration of the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignees agree as follows;

1. Reimbursement of Lessor Expenses. Pursuant to Paragraph 18 of the Leases, the Assignors shall, within seven (7) days of execution of this Agreement, reimburse the Lessor for all reasonable expenses, including legal expenses, incurred by the Lessor in connection with the assignment and assumption of the Leases.

2. Execution of Lease Amendments. Simultaneously with the execution of this Agreement, the Assignees shall execute the Lease Amendments attached hereto as Exhibit 3.

3. Execution of Personal Guaranties. Simultaneously with the execution of this Agreement, Bhaskar Rednam shall execute the Personal Guaranty for the Lower Level Lease attached hereto as Exhibit 4 and Bhaskar Rednam, Harika Manupati, Krishna Mohan Vempati, Ramarao Gangina, Prem Kumar Gadhanki shall execute the Personal Guaranty for the First Floor Lease attached hereto as Exhibit 5.

4. Assignment of Leases. Each of the Assignors hereby, respectively, transfers and assigns to the Assignees all right, title and interest of each of the Assignors, respectively, as Lessees, in, to and under each of the Leases, to have and to hold all of the foregoing unto the Assignees, their successors and assigns, from and after the Effective Date.

5. Assumption of Leases. The Assignees hereby accepts the foregoing assignment and hereby assumes and agrees to fulfill, perform, pay and discharge all of the various commitments, obligations and liabilities of each of the Assignors, respectively, under and by virtue of the Leases, except for those obligations that were required to be performed by the Assignors prior to the Effective Date pursuant to the terms of such Leases.

6. Release. The Assignees, on behalf of themselves and their respective affiliates, successors and assigns, hereby absolutely, unconditionally and irrevocably release and discharge, fully, finally and forever, each of the Assignors and each of their respective members, managers, controlling persons, officers, employees, affiliates, agents and representatives (collectively, the "Assignor Parties") from any and against all claims, demands, rights, causes of action, legal proceedings, orders, remedies, obligations, damages, fees, fines, costs, expenses and liabilities of whatsoever kind or character, whether known or unknown, absolute or contingent, both at law and in equity (including reasonable attorneys fees and disbursements) ("Claims") arising out of or relating to the Leases relating to the period on and after the Effective Date.

7. Indemnification. The Assignees shall indemnify and defend the Assignor Parties against, and hold each of the Assignor Parties harmless from, and will pay to the Assignor Parties the amount of, any and all Claims arising out of or relating to the Assignees' failure to perform any duty or obligation of the Assignees under the Leases attributable to the acts or omissions of the Assignees relating to the period on and after the Effective Date.

8. Notices. All notices and other communications to be given or delivered hereunder shall be in writing and shall be deemed to have been given (a) when personally delivered, (b) one (1) day after being sent by reputable overnight express courier (charges prepaid), or (c) five (5) days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices and communications to the Parties shall be sent to the addresses indicated below:

Notices to the Assignors

Rich May, P.C.
176 Federal Street
Boston, Massachusetts 02110
Attn: Howard L. Levin, Esquire

Notices to the Assignees

Sarah J. Shamsuddin, Esquire
23 Peterson Road
Natick, Massachusetts 01760

Notices to the Lessor

12-36 East Central Street, LLC
535 Boylston Street, Brookline, Massachusetts
Attention: Babak Veyssi

With a copy to:

Timothy N. Schofield, Esquire
Schofield Law Group, LLC
29 Commonwealth Avenue, Suite 700
Boston, Massachusetts 02116

8. Governing Law. This Agreement, and any disputes arising out of or relating to this Agreement, shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts, without reference to any conflict of law rules that might lead to the application of the laws of any other jurisdiction.

9. Successors; Recitals; Counterparts. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The recitals stated above are true and correct and are expressly incorporated herein by this reference. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page by facsimile or electronic means (including a PDF thereof) shall be as effective as delivery of a manually executed counterpart of any such Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed by an authorized representative on the day and year first above written.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

ASSIGNORS

ARTISTRY KITCHEN FRANKLIN, LLC,

By: Trisha Pérez Kennealy
Name: Trisha Pérez Kennealy
Title: Manager

AB CATERING LLC,

By: Trisha Pérez Kennealy
Name: Trisha Pérez Kennealy
Title: Manager

ASSIGNEES

TASTE OF ANDHRA LLC,

By: Bhaskar Rednam
Name: Bhaskar Rednam
Title: Manager

ALTAMOUNT RESTAURANT GROUP LLC,

By: Bhaskar Rednam
Name: Bhaskar Rednam
Title: Manager

SREEFARMINGHAMMA, INC.

By: Harika M
Name: Harika Manupati
Title: President

CONSENT OF LESSOR TO ASSIGNMENT AND ASSUMPTION OF LEASES

12-36 EAST CENTRAL STREET, LLC,

By: Babak Veyssi
Name: Babak Veyssi
Title: Manager

[Signature Page to Assignment and Assumption of Leases]

LEASE AMENDMENT

This Lease Amendment amends and/or modifies certain terms, conditions, and provisions of the Commercial Lease (the "Lease") by and between 12-36 East Central Street, LLC ("Lessor") and Artistry Kitchen Franklin, LLC ("Lessee") for approximately 3,650 square feet of space on the first floor of the building known as 12-20 East Central Street, Franklin, Massachusetts which has been assigned to and assumed by Taste of Andhra, LLC ("Andhra"), a Massachusetts limited liability company, Altamount Restaurant Group LLC ("Altamount"), a Massachusetts limited liability company, and Sree Farmingham, Inc. ("Sree") (individually and collectively, the "Assignees").

A true and accurate copy of the Lease is attached hereto as Exhibit 1 and a true and accurate copy of the Assignment and Assumption With Lessor Consent is attached hereto as Exhibit 2.

Unless specifically amended or modified herein, all terms, conditions, and provisions of the Lease shall continue to apply and shall remain in full force and effect. If there is any conflict between the Lease and this Amendment, the terms of this Amendment shall control.

In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessees agree as follows:

1. The following shall be added and incorporated as Paragraph 10(f) of the Lease:

Notwithstanding any contrary provision of this Section 10 or of the Lease, LESSEE agrees that it shall not remove any additions, improvements, fixtures or trade fixtures which have been made or installed in the Leased Premises including, but not limited to, exhaust fans and hoods, ventilation and HVAC systems, electrical upgrades, sound systems, bars, and walk-in refrigerators or freezers. All such additions, improvements, fixtures or trade fixtures shall remain upon the Leased Premises and at the expiration or earlier termination of this lease shall be surrendered with the Leased Premises as a part thereof.

2. Paragraph 17 of the Lease shall be deleted and replaced with the following:

The LESSEE may use the Leased Premises only for the purposes of an eat-in and take-out restaurant serving Indian and/or South Asian cuisine and the retail sale of such food and beverages, as well as the retail sale of related food preparation tools and equipment, related food education and services, and uses accessory to each of the foregoing. The LESSEE shall not use the Leased Premises for the serving, selling, advertising or promoting foods of Chinese, Japanese, Thai, Korean, and/or Vietnamese origin. Without limiting the generality of the foregoing, the Leased Premises may be used for the sake and dispensing of wine, malt, and other alcoholic beverages (subject to obtaining all required permits, licenses, and approvals).

3. Paragraph 20 of the Lease shall be deleted in its entirety.
4. Paragraph 35 of the Lease shall be deleted in its entirety.

LESSEES/ASSIGNEES

LESSOR

TASTE OF ANDHRA, LLC,

12-36 EAST CENTRAL STREET,

By: _____

By: _____

Name: Bhaskar Rednam

Name: Babak Veyssi

Title: Manager

Title: Manager

ALTAMOUNT RESTAURANT GROUP, LLC,

By: _____

Name: Bhaskar Rednam

Title: Manager

SREEFARMINGHAMMA, INC.,

By: _____

Name: Harika Manupati

Title: President

SECOND LEASE AMENDMENT

This Second Lease Amendment amends and/or modifies certain terms, conditions, and provisions of the Commercial Lease (the "Lease") by and between 12-36 East Central Street, LLC ("Lessor") and Artistry Kitchen Franklin, LLC for approximately 3,650 square feet of space on the first floor of the building known as 12-20 East Central Street, Franklin, Massachusetts which has been assigned to and assumed by Taste of Andhra, LLC, Altamount Restaurant Group LLC, and Sree Farmingham, Inc. (individually and collectively, the "Lessees").

True and accurate copies of the Lease, the Assignment and Assumption, and an earlier Lease Amendment, are attached hereto as Exhibits 1, 2, and 3, respectively.

Unless specifically amended or modified herein, all terms, conditions, and provisions of the Lease and earlier Lease Amendment shall continue to apply and shall remain in full force and effect. If there is any conflict between the Lease or the earlier Lease Amendment and this Second Lease Amendment, the terms of this Second Lease Amendment shall control.

In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessees agree as follows:

1. The Effective Date of this Second Lease Amendment is April 1, 2017.
2. Paragraph 2 of the Lease, entitled "Term," is hereby deleted and replaced with the following:

The initial term of this lease shall be for a period of six (6) years commencing on April 1, 2017 and ending on March 31, 2023 (the "Initial Term").

In addition, Lessees shall have the option to extend the term of the Lease for one additional five (5) year period commencing on April 1, 2023 and ending on March 31, 2028 if, and only if, Lessees are current on their rent and common area maintenance charges and not otherwise in breach of the Lease as of the date by which they must exercise their option to extend, which is December 31, 2022 (the "Option Term"). To exercise their option to extend, Lessees shall notify Lessor in writing no later than December 31, 2022.

The rent due and payable by Lessees during the Initial Term and the Option Term are set forth below.

3. Paragraph 3 of the Lease, entitled "Rent," is hereby deleted and replaced with the following:

The Lease is a "Triple Net Lease," which means that Lessees shall pay Lessor the "Base Rent" set forth below, as well as their share of Common Area Maintenance ("CAM") as set forth below.

If any payment of Base Rent or CAM is more than five (5) days late then Lessees shall pay Lessor an additional 5% of the unpaid Base Rent and/or CAM as additional rent. Lessees shall also be liable for any costs incurred by Lessor, including reasonable attorneys' fees, to collect unpaid Base Rent or CAM and/or to enforce any provision of the Lease.

Base Rent

During the Initial Term, Lessees shall pay to Lessor Base Rent at the annual rate or rates set forth below, payable in advance, in equal monthly installments. Such monthly installments shall be payable on the first day of each month without any deductions or offsets.

1. From April 1, 2017 to March 31, 2018 Base Rent shall be \$14.00 per square foot for a total annual rent of \$51,100.00 paid in equal monthly installments of \$4,258.33.

2. From April 1, 2018 to March 31, 2019 Base Rent shall be \$15.00 per square foot for a total annual rent of \$54,750.00 paid in equal monthly installments of \$4,562.50.

3. From April 1, 2019 to March 31, 2020 Base Rent shall be \$16.00 per square foot for a total annual rent of \$58,400.00 paid in equal monthly installments of \$4,866.66.

4. From April 1, 2020 to March 31, 2021 Base Rent shall be \$16.50 per square foot for a total annual rent of \$60,225.00 paid in equal monthly installments of \$5,018.75.

5. From April 1, 2021 to March 31, 2022 Base Rent shall be \$17.00 per square foot for a total annual rent of \$62,050.00 paid in equal monthly installments of \$5,170.83.

6. From April 1, 2022 to March 31, 2023 Base Rent shall be \$17.50 per square foot for a total annual rent of \$63,875.00 paid in equal monthly installments of \$5,322.92.

The rent for the Option Term shall be at Market Rent as of March 2023 as determined by two independent appraisers, one selected and paid for by Lessor and one selected and paid for by Lessees. Notwithstanding the preceding, in no event shall the Base Rent for any year of the Option Term be less than \$17.50 per square foot, which is the Base Rent for the final year of the Initial Term.

\$7.00 per square foot, which is the Base Rent for the final year of the Initial Term.

Common Area Maintenance

In addition to Base Rent, Lessees shall be responsible for and shall pay Lessor 21.0% of all Common Area Maintenance costs for the Building which include, but are not limited to, real estate taxes and insurance. CAM payments shall be made on the first day of each month and shall be paid without any deductions or offsets.

LESSEES/ASSIGNEES

TASTE OF ANDHRA, LLC,

By: _____

Name: Bhaskar Rednam

Title: Manager

LESSOR

12-36 EAST CENTRAL STREET,

By: _____

Name: Babak Veyssi

Title: Manager

ALTAMOUNT RESTAURANT GROUP, LLC,

By: _____

Name: Bhaskar Rednam

Title: Manager

SECOND LEASE AMENDMENT

This Second Lease Amendment amends and/or modifies certain terms, conditions, and provisions of the Commercial Lease (the "Lease") by and between 12-36 East Central Street, LLC ("Lessor") and AB Catering, LLC for 4,725 square feet of space on the lower level of the building known as 12-20 East Central Street, Franklin, Massachusetts which has been assigned to and assumed by Taste of Andhra, LLC and Altamount Restaurant Group LLC (individually and collectively, the "Lessees").

True and accurate copies of the Lease, the Assignment and Assumption, and an earlier Lease Amendment, are attached hereto as Exhibits 1, 2, and 3, respectively.

Unless specifically amended or modified herein, all terms, conditions, and provisions of the Lease and earlier Lease Amendment shall continue to apply and shall remain in full force and effect. If there is any conflict between the Lease or the earlier Lease Amendment and this Second Lease Amendment, the terms of this Second Lease Amendment shall control.

In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessees agree as follows:

1. The Effective Date of this Second Lease Amendment is April 1, 2017.
2. Paragraph 2 of the Lease, entitled "Term," is hereby deleted and replaced with the following:

The initial term of this lease shall be for a period of six (6) years commencing on April 1, 2017 and ending on March 31, 2023 (the "Initial Term").

In addition, Lessees shall have the option to extend the term of the Lease for one additional five (5) year period commencing on April 1, 2023 and ending on March 31, 2028 if, and only if, Lessees are current on their rent and common area maintenance charges and not otherwise in breach of the Lease as of the date by which they must exercise their option to extend, which is December 31, 2022 (the "Option Term"). To exercise their option to extend, Lessees shall notify Lessor in writing no later than December 31, 2022.

The rent due and payable by Lessees during the Initial Term and the Option Term are set forth below.

3. Paragraph 3 of the Lease, entitled "Rent," is hereby deleted and replaced with the following:

The Lease is a "Triple Net Lease," which means that Lessees shall pay Lessor the "Base Rent" set forth below, as

well as their share of Common Area Maintenance ("CAM") as set forth below.

If any payment of Base Rent or CAM is more than five (5) days late then Lessees shall pay Lessor an additional 5% of the unpaid Base Rent and/or CAM as additional rent. Lessees shall also be liable for any costs incurred by Lessor, including reasonable attorneys' fees, to collect unpaid Base Rent or CAM and/or to enforce any provision of the Lease.

Base Rent

During the Initial Term, Lessees shall pay to Lessor Base Rent at the annual rate or rates set forth below, payable in advance, in equal monthly installments. Such monthly installments shall be payable on the first day of each month without any deductions or offsets.

1. From April 1, 2017 to March 31, 2018 Base Rent shall be \$5.00 per square foot for a total annual rent of \$23,625.00 paid in equal monthly installments of \$1,968.75.
2. From April 1, 2018 to March 31, 2019 Base Rent shall be \$5.00 per square foot for a total annual rent of \$23,625.00 paid in equal monthly installments of \$1,968.75.
3. From April 1, 2019 to March 31, 2020 Base Rent shall be \$6.25 per square foot for a total annual rent of \$29,531.25 paid in equal monthly installments of \$2,460.94.
4. From April 1, 2020 to March 31, 2021 Base Rent shall be \$6.50 per square foot for a total annual rent of \$30,712.50 paid in equal monthly installments of \$2,559.38.
5. From April 1, 2021 to March 31, 2022 Base Rent shall be \$6.75 per square foot for a total annual rent of \$31,893.75 paid in equal monthly installments of \$2,658.15.
6. From April 1, 2022 to March 31, 2023 Base Rent shall be \$7.00 per square foot for a total annual rent of \$33,075.00 paid in equal monthly installments of \$2,756.25.

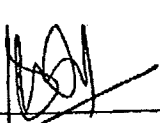

The rent for the Option Term shall be at Market Rent as of March 2023 as determined by two independent appraisers, one selected and paid for by Lessor and one selected and paid for by Lessees. Notwithstanding the preceding, in no event shall the Base Rent for any year of the Option Term be less than

Common Area Maintenance

In addition to Base Rent, Lessees shall be responsible for and shall pay Lessor 16.5% of all Common Area Maintenance costs for the Building which include, but are not limited to, real estate taxes and insurance. CAM payments shall be made on the first day of each month and shall be paid without any deductions or offsets.

LESSEES

TASTE OF ANDHRA, LLC,

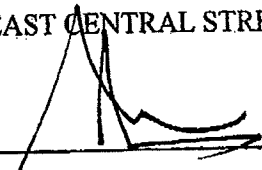
By:  

Name: Bhaskar Rednam

Title: Manager

LESSOR

12-36 EAST CENTRAL STREET,

By: 

Name: Babak Veyssi

Title: Manager

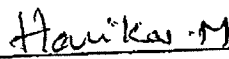
ALTAMOUNT RESTAURANT GROUP, LLC,

By:  

Name: Bhaskar Rednam

Title: Manager

SREEFARMINGHAMMA, INC.,

By: 

Name: Harika Manupati

Title: President

PRESENTATIONS AND DISCUSSIONS

- *Veteran's Agent – Dale Kurtz*

LEGISLATION

FOR

ACTION

Memo

To: Town Council

From: Jeffrey Nutting



Date: May 18, 2017

Re: Town Clerk FY 18 Salary

The Town Council annually sets the salary of the Town Clerk. As you may recall, we suggested a plan to increase her salary each of the first three years to the sum of \$84,000 a year and then once she is certified, review the salary as compared to other clerks.

The proposed salary of \$81,000 is year two of the three year plan.

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



TOWN OF FRANKLIN

RESOLUTION 17-32

SALARY SCHEDULE FULL-TIME ELECTED OFFICIAL

A Resolution Amending Appendix A, Chapter 4 of the Code of the Town of Franklin, entitled "Salary Schedule - Full-Time Elected Official".

BE IT RESOLVED BY THE FRANKLIN TOWN COUNCIL THAT:

Appendix A Salary Schedule - Full-Time Elected Official, Chapter 4 of the Code of the Town of Franklin is amended as follows:

APPENDIX A SALARY SCHEDULE - FULL-TIME ELECTED OFFICIAL

OFFICE	INCUMBENT SALARY
Town Clerk	\$77,000 <u>\$81,000</u>

This resolution is effective for the fiscal year beginning on July 1, 2017.

DATED: _____, 2017

VOTED:

UNANIMOUSLY: _____

A True Record Attest:

YES: ____ NO: ____

Teresa M. Burr
Town Clerk

ABSTAIN: ____ ABSENT: ____

Judith Pond Pfeffer, Clerk
Franklin Town Council

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

Memorandum

To: Town Council

From: Jamie Hellen

RE: Agricultural Commission Legislation

The proposal before the Council this evening is to authorize a home rule petition to the state Legislature to file on behalf of the Town. The attached language will be submitted to Representative Roy for filing.

The proposed Commission comes from a citizen initiative to create an Agricultural Commission to help educate and support our local agricultural resources. The language in the charge hopefully speaks for itself, but some of the activities the group would like to do in the next couple of years are:

- A “buy local” campaign;
- provide educational materials to residents about the great agricultural businesses and products made in town (from fruits, vegetables, flowers, honey and so many more great products);
- help educate on conflicts between farmers and neighbors;
- have a presence at many local events like the Farmer’s Market, the Downtown Partnership events (Strolls, etc) and other various town events; and
- networking more with town staff, other Boards and Committees and community stakeholders on the issues affecting farmers in Franklin or the region.

The Administration has worked with the citizens over the past couple months to develop this language and have agreed on the language submitted. Additionally, some members of the EDC met with the proponents last month to hear their questions and concerns and how to address them in the Commission charge.

Jeff and I are available for any questions you may have.



TOWN OF FRANKLIN

RESOLUTION 17-34

**REQUEST FOR SPECIAL LEGISLATION,
RE: AUTHORIZATION FOR TOWN TO ESTABLISH
A LOCAL AGRICULTURAL COMMISSION
WITH LIMITED AUTHORITY**

WHEREAS, Town desires to establish a local agricultural commission, but does not wish to have the commission have the full authority specified in G.L. Chapter 40, Section 8L.

WHEREAS, The so-called Home Rule Amendment to the Massachusetts Constitution provides a mechanism for a municipality to petition the General Court to enact legislation applicable only to that municipality, including the proposed legislation.

NOW, THEREFORE, the Town of Franklin acting by and through its Town Council hereby petitions the General Court to enact the legislation captioned “An Act Authorizing the Town of Franklin to Establish a Local Agricultural Commission with Limited Authority”, a copy of which is attached hereto as “Exhibit 1” for Franklin’s benefit, in substantially the form attached, and directs the Town Administrator to transmit said legislation to State Representative Jeffrey N. Roy for filing.

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** _____

ABSTAIN _____

Teresa M. Burr
Town Clerk

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council

**An Act Authorizing the Town of Franklin to Establish a
Local Agricultural Commission with Limited Authority**

Section 1. Notwithstanding the provisions of G.L. Chapter 40, Section 8L or any other general or special legislation, the Town of Franklin is hereby authorized to establish a local agricultural commission to be known as the Franklin Agricultural Commission ("Commission").

Section 2. The purpose of the Commission is to promote, develop and foster agricultural resources in the Town of Franklin. The Commission is authorized to conduct the following activities:

- educate the public on agricultural issues;
- advocate for farmers and farm interests;
- seek to coordinate agricultural-related activities with other governmental bodies or unofficial local groups or organizations that promote agriculture; and
- assist farmers in resolving municipal problems or conflicts related to farms through education and communication.

Section 3. (a) The Commission shall consist of five members who shall be residents of the municipality. At least two of the five members shall be active farmers, employed in an agriculture-related field or have demonstrated knowledge and experience in agricultural practices or knowledge of related agricultural business.

(b) The members of the Commission shall be appointed, as provided in the Franklin Town Charter. Each member of the commission shall serve for a term of 3 years; provided, however, that the initial members appointed under this section shall serve for terms of 1, 2 or 3 years and the terms shall be arranged by the appointing authority so that the terms of approximately one-third of the Commission's members shall expire each year.

(c) The Commission shall appoint a chair, vice-chair and a clerk annually.

Section 4. The Commission shall keep accurate and timely records of its meetings and actions and shall file an annual report with the clerk of the municipality. The Commission's annual report shall be posted on the municipality's public website and shall be printed in the annual town report each year.

Section 5. This act shall become effective upon passage.

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

Memorandum

To: Town Council

From: Jamie Hellen

RE: Conversion of Streetlights to LED on Public Ways

The proposal before the Council this evening is to authorize a \$650,000 borrowing for the conversion of all streetlights on public ways to LED. This will save the taxpayers approximately \$75,000 a year in operating costs on electricity for lighting our public ways.

By way of background, the Town has considered many proposals before to convert streetlights, but was determined to not offer a short enough payback on the investment. Past proposals have showed, on average, an eight to ten year payback at best.

This past winter, Governor Baker announced a new grant program through the Department of Energy Resources (DOER) to help assist cities and town on getting a shorter payback on conversion. The state is offering a 30% discount on all labor and materials costs to a city or town. Considering labor and materials make up for the substantial cost of conversion, this is a great opportunity worth pursuing.

We anticipate the Town will receive a payback on the program in approximately four to five years -- half of what we have seen in previous proposals. The Town currently spends \$115,000 annually on electricity for streetlights. With all LED lights, we anticipate the costs to be about \$40,000 annually; a savings of nearly \$75,000 a year in the town's operating costs. After the state grant and utility incentive, it is estimated the Town of Franklin could be reimbursed \$250,000. Here is the proposed program budget:

<u>Category/Service</u>	<u>Cost</u>
Audit/Design/Project Management	\$41,365
Materials	\$370,000
Labor	\$136,000
Contingency (20%)	\$102,000
Total Project Cost (Borrowing)	\$649,365
Utility Incentive Estimate	(\$107,148)
State Grant Estimate (30% of cost)	(\$134,887)

Final Cost to Town	\$407,330
---------------------------	------------------

Project timeline target goals:

- September 1, 2017 - Complete Full Street Audit w/ GIS Location Mapping.
- September 30, 2017 - Solicit procurement for materials and labor.
- November 15, 2017 - Select replacement equipment & Design.
- December 1, 2017 - Sign contract with installation vendor.
- March 1, 2018 - Complete retrofit.

Other important notes:

- The Town owns all of its 1,649 streetlights. Only two small pockets, totaling 31 lights, of underground lights and parking lot flood lights do we not own.
- By the conclusion of this project all public streetlights and town buildings lights will be 100% all LED lights.
- LED street lights last about 15 years versus the current high pressure sodium lamp street lights, which last 3-4 years.
- The town will simply be using far less energy consumption and paying much less for the same public service.
- We will also not have to maintain the operating cost of \$16,000 a year for a vendor to replace all lights that go out. The Town will also have a new baseline of GIS location data to be able to use when replacing and identifying the lifespan of each light. With better data, comes better public service.
- We anticipate to apply for “Green Community” status with the state later this year, which will give the Town additional grant opportunities in 2018 and subsequent years to offset the total cost for this project.



TOWN OF FRANKLIN

RESOLUTION 17- 36

UPGRADING STREETLIGHTING SYSTEM

WHEREAS The Town of Franklin desires to upgrade its streetlighting system to LED lighting

NOW THEREFORE BE IT ORDERED by the Town Council of the Town of Franklin that:

- (i) the sum of \$650,000 is appropriated to pay costs of making energy efficiency improvements to the town's streetlighting system, including associated design and engineering services, the conversion of standard lighting devices to LED devices, fixture upgrades and the payment of all other costs incidental and related thereto, and that to meet this appropriation, the Town Treasurer, with the approval of the Town Administrator, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the town therefor. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.
- (ii) the Town Administrator is authorized to take any other action necessary or convenient to carry out the project and this Order; and
- (iii) this Resolution shall become effective according to the rules and regulations of the Town of Franklin Home Rule Charter.

DATED: _____, 2017

A True Record Attest:

Teresa M. Burr
Town Clerk

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____


Judith Pond Pfeffer, Clerk
Franklin Town Council

OFFICE OF THE TOWN ADMINISTRATOR



MEMORANDUM

DATE: May 18, 2017
TO: Town Council
FROM: Jeffrey D. Nutting, Town Administrator
RE: Water Interest



The resolution requests a transfer from the water enterprise retained earnings account to pay for the interest on a one year Water ban that we issued late last fiscal year. Going forward the interest payment will be included in the FY 18 budget and our plan is to borrow \$5,000,000 for water system improvements for Fiscal 19

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



TOWN OF FRANKLIN

RESOLUTION NO.: 17-37

APPROPRIATION: Town Administration – Water BAN Interest

AMOUNT REQUESTED: \$ 40,000

PURPOSE: To appropriate/transfer from Water Enterprise Fund Retained Earnings to pay Water Bond Anticipation Note Interest.

MOTION

Be It Moved and Voted by the Town Council that the sum of Forty thousand dollars (\$40,000.00) be appropriated/transferred from the Water Enterprise Fund Retained Earnings to pay the Water Bond Anticipation Note Interest.

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: Property Owner

TOWN OF FRANKLIN

BY-LAW AMENDMENT 17-793

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 allow construction of an 8" water main from Acorn Place, approximately 350 feet into the Acorn Hill Estates subdivision to serve the proposed homes.

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

May 16, 2017

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

RE: Acorn Hill Estates – Water System Extension

Dear Jeff,

Acorn Hill Estates is an approved 4 lot subdivision off of Acorn Place located between Tyson Road and Cardinal Drive, approved by the Planning Board on May 8, 2017. The proponent of the subdivision submitted an application for a Water System Extension Permit to allow construction of an 8" water main from Acorn Place, approximately 350 feet into the subdivision to serve the proposed homes.

The Applicant has indicated he will donate \$10,000 to Franklin's Water conservation efforts.

We believe that the proposal provides a significant public benefit and is consistent with the Department's policy on water conservation. 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, pay the required fees, and provide the financial contribution to the DPW prior to construction/installation of the water main.
2. The applicant shall construct the proposed water main and install services to the property line prior to constructing the proposed roadway and the installation shall be in accordance with DPW standards.
3. Acorn Place, within the limits of the intersection of the proposed roadway, shall be overlaid from edge to edge to avoid having a trench patch, and the asphalt joints sealed using infrared treatment.

Sincerely,

Michael Maglio, PE
Town Engineer

Robert A. Cantoreggi
Director of Public Works

Proposed Water Extension

-  Existing Waterline
-  Proposed Waterline
-  Building
-  Parcel Line

