

## FRANKLIN TOWN COUNCIL

### Agenda & Meeting Packet

October 19, 2022

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

**A NOTE TO RESIDENTS:** All citizens are welcome to attend public board and committee meetings in person. Meetings are [live-streamed by Franklin TV](#) and shown on Comcast Channel 11 and Verizon Channel 29. In an effort to maximize citizen engagement opportunities, citizens will be able to continue to participate remotely via phone OR Zoom.

Link to access meeting via Zoom for October 19, 2022 Town Council Meeting:

- Zoom Link [HERE](#) -- Then click "Open Zoom".
- Or copy and paste this URL into your browser: <https://us02web.zoom.us/j/88679090080>
- Call-In Phone Number: Call 1-929-205-6099 and enter **Meeting ID # 886 7909 0080** --Then press #

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#### 1. ANNOUNCEMENTS FROM THE CHAIR

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

#### 2. CITIZEN COMMENTS

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

#### 3. APPROVAL OF MINUTES

- [September 28, 2022](#)
- [October 5, 2022](#)

#### 4. PROCLAMATIONS / RECOGNITIONS - None Scheduled.

#### 5. APPOINTMENTS

- Victor DaCosta - New Hire, Firefighter/Paramedic - Fire Department
- Nicholas Brosseau - New Hire, Firefighter/Paramedic - Fire Department

#### 6. HEARINGS - 7:00 pm - None Scheduled.

#### 7. LICENSE TRANSACTIONS

- [License Modification - Change of Officers/Directors: Shaw's Supermarkets, Inc. d/b/a Shaw's; Located at 250 Franklin Village Drive, Franklin, MA 02038](#)

## 8. PRESENTATIONS / DISCUSSION

- a. Legislative Delegation: Senate President Karen Spilka, Senator Rebecca Rausch, Representative Jeffrey Roy

## 9. LEGISLATION FOR ACTION

- a. [Resolution 22-64: Appropriating Funds by Borrowing to Pay Costs of Land Acquisition: Land of Schmidt's Farm, Inc. off Prospect Street](#) (*Motion to Approve Resolution 22-64 - Two-Thirds Majority Vote*)
- b. [Resolution 22-65: Town of Franklin's Exercise of Town's Chapter 61A, Section 14 First Refusal Option, Re: Land of Schmidt's Farm, Inc. off Prospect Street, Norfolk County Registry of Deeds Title Reference: Book 11712, Page 405](#) (*Motion to Approve Resolution 22-65 - Majority Vote*)
- c. [Resolution 22-66: FY23 Community Preservation Appropriation of Funds - Red Brick School House](#) (*Motion to Approve Resolution 22-66 - Majority Vote*)
- d. [Resolution 22-67: Cable Funds in Support of PEG Service and Programming per MGL Ch. 44, §53F3/4](#) (*Motion to Approve Resolution 22-67 - Majority Vote*)
- e. [Resolution 22-68: Gift Acceptance - Police Dept. \(\\$1,000\), Veterans' Services Dept. \(\\$100\)](#) (*Motion to Approve Resolution 22-68 - Majority Vote*)

## 10. TOWN ADMINISTRATOR'S REPORT

## 11. SUBCOMMITTEE & AD HOC COMMITTEE REPORTS

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

## 12. FUTURE AGENDA ITEMS

## 13. COUNCIL COMMENTS

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

## 15. ADJOURN

*Note:*

*Two-Thirds Vote: requires 6 votes*

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

**FRANKLIN TOWN COUNCIL  
MINUTES OF MEETING  
September 28, 2022**

A meeting of the Town Council was held on Wednesday, September 28, 2022, at the Municipal Building, 2nd Floor, Council Chambers, 355 East Central Street, Franklin, MA. Councilors present: Brian Chandler, Theodore Cormier-Leger, Robert Dellorco, Cobi Frongillo, Melanie Hamblen, Glenn Jones, Thomas Mercer, Deborah Pellegrini, Patrick Sheridan. Councilors absent: None. Administrative personnel in attendance: Jamie Hellen, Town Administrator; Alecia Alleyne, Assistant to the Town Administrator.

**CALL TO ORDER:** ► Chair Mercer called the meeting to order at 7:00 PM. Chair Mercer called for a moment of silence. All recited the Pledge of Allegiance.

**ANNOUNCEMENTS:** ► Chair Mercer reviewed the following as posted on the agenda. A Note to Residents: All citizens are welcome to attend public board and committee meetings in person. Meetings are live-streamed by Franklin TV and shown on Comcast Channel 11 and Verizon Channel 29. In an effort to maximize citizen engagement opportunities, citizens will be able to continue to participate remotely via phone or Zoom. He announced that this meeting is being recorded by Franklin TV; this meeting may be recorded by others.

**CITIZEN COMMENTS:** ► Ms. Carol Oneil, 11 Colt Road, stated that she is hoping we get a new state flag because while it may have been their truth at the time, it is not our truth now. She stated that a flag is something you want to wave and be proud of. She stated that we are talking about native peoples who we actually took our land from them and she hears that they are not too happy with our flag. She stated that to her is enough to change it; it needs to be something that we are proud of. She asked that the Town Council please consider this. ► Ms. Rachel Plukas, 37 Anchorage Road, stated that she echoed what was just said. She stated that this subject regarding the changing of the Massachusetts flag and state seal is something that the Town of Franklin is in fact talking about; children as well as the adults are reaching out about this. She stated that she is glad this is on the Town Council's mind. She stated that there are a number of different reasons why this energy is here and the Franklin residents are calling for it. She quoted a message delivered by King Philip following a speech.

**APPROVAL OF MINUTES:** ► *August 17, 2022 and September 7, 2022.* ► **MOTION to Approve the August 17, 2022 meeting minutes by Dellorco. SECOND by Hamblen. No discussion. ► VOTE: Yes-9, No-0, Absent-0.** ► **MOTION to Approve the September 7, 2022 meeting minutes by Dellorco. SECOND by Hamblen. No discussion. ► VOTE: Yes-9, No-0, Absent-0.**

**PROCLAMATIONS/RECOGNITIONS:** None.

**APPOINTMENTS:** ► *Agricultural Commission - Daniel Morse.* ► Councilor Jones read the appointment. ► **MOTION to Ratify the appointment by the Town Administrator of Daniel Morse to serve as an associate member of the Agricultural Commission with a term to expire on June 30, 2023, by Jones. SECOND by Dellorco. Discussion:** ► Mr. Hellen stated that he thinks Dan is qualified, he is here tonight, and we thank him for volunteering. He stated that Mr. Morse owns Wadsworth Farm and is a Stockbridge graduate. ► Mr. Morse provided his background and stated that he wanted to be a volunteer. ► **VOTE: Yes-9, No-0, Absent-0.**

► *Conservation Commission - Meghann Hagen.* ► Councilor Jones read the appointment. ► **MOTION to Ratify the appointment by the Town Administrator of Meghann Hagen to serve as a member of the Conservation Commission with a term to expire on June 30, 2025, by Jones. SECOND by Dellorco. Discussion:** ► Mr. Hellen stated that this is Ms. Hagen's first volunteer opportunity in the community. He stated that she is very qualified because she is a teacher. He stated that she cares very much for protecting the

environment and conservation. ► Councilor Cormier-Leger stated that he added his support for this volunteer. ► Councilor Jones thanked the volunteers who step up for these volunteer positions in the community. ► **VOTE: Yes-9, No-0, Absent-0.**

► **Council on Aging - Kimberly Mu-Chow.** ► Councilor Jones read the appointment. ► **MOTION to Ratify** the appointment by the Town Administrator of Kimberly Mu-Chow to serve as a member of the Council on Aging with a term to expire on June 30, 2023, by **Jones. SECOND** by **Dellorco. Discussion:** ► Mr. Hellen stated that hopefully we all know Kimberly well. He stated that she is incredibly dedicated and the Council on Aging recommended her appointment. He stated that she is filling out a term that someone resigned from. ► **VOTE: Yes-9, No-0, Absent-0.**

► **Finance Committee - Michael Hamilton.** ► Councilor Jones read the appointment. ► **MOTION to Ratify** the appointment by the Town Administrator of Michael Hamilton to serve as a member of the Finance Committee with a term to expire on June 30, 2025, by **Jones. SECOND** by **Dellorco. Discussion:** ► Mr. Hellen stated that this appointment was brought through the Finance Committee and they endorse this appointment. He stated that Mr. Hamilton is present at the meeting tonight. ► **VOTE: Yes-9, No-0, Absent-0.**

**HEARINGS: None.**

**LICENSE TRANSACTIONS: None.**

**PRESENTATIONS/DISCUSSIONS: None.**

**LEGISLATION FOR ACTION:**

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

- a. **Resolution 22-61: Direction for Issuance of Request for Proposals for Town Property Containing "South Franklin Congregational Meeting House" Located at 762 Washington Street (Motion to Approve Resolution 22-61 - Majority Vote).** ► **MOTION to Waive** the reading by **Hamblin. SECOND** by **Dellorco. No discussion.** ► **VOTE: Yes-8, No-1, Absent-0.** ► **MOTION to Approve** Resolution 22-61: Direction for Issuance of Request for Proposals for Town Property Containing "South Franklin Congregational Meeting House" Located at 762 Washington Street by **Dellorco. SECOND** by **Hamblen. Discussion:** ► Mr. Hellen stated that tonight's vote will direct him and the purchasing agent and the staff the ability to put out the request for proposals on the South Franklin Congregational Meeting House. He stated that he thinks the Town Council has talked about this for many years. He stated that Director of Planning and Community Development Bryan Taberner, who drafted the RFP with the attorney, is present at the meeting. He noted that the main issue that the Town Council was concerned about is a preservation restriction on the façade of the building; he stated that is clearly a condition of this. He reviewed the displayed map and noted that the section where the dotted lines are would remain Town property for the water pump station that is back there. He stated that it is a 17-page RFP and the deadline is November 3, 2022, for bids; there will be an onsite visit on October 19, 2022. ► Chair Mercer confirmed that the square footage for the property that is going to be sold is 28,550 sq. ft. He confirmed that the lot would not be non-conforming. ► Mr. Taberner explained that the way the RFP is written is that the back portion would be retained as a permanent easement. ► Town Council members asked questions, made comments, and thanked those who worked on this. ► Mr. Hellen explained that the down payment of \$25,000 is a commitment to be put in escrow. He reviewed the restrictions which include that it is deeded to affordability and maintaining the facade; he read aloud some of the language. He stated that he hopes the Habitat for Humanity would bid since they showed interest; it is an open bid that anyone can bid on that meets the minimum criteria. He stated that they would have to make progress and finish things in five years as it is in the RFP. He stated that it is deeded affordable; they cannot flip it around and sell it at market rate. He discussed the purchase and sale process and that details and specifics

can be worked out at that time. He discussed why it is to be a single-family; he stated that single family is the zoning for the area and that will make it a conforming lot. He discussed that due to the building shape and internal heights, it would be difficult to make this anything other than a single-family home.

► **VOTE: Yes-9, No-0, Absent-0.**

**TOWN ADMINISTRATOR'S REPORT:** ► *Bylaw Amendment 22-880: Chapter 170, Vehicles and Traffic, Article IV, Stopping, Standing and Parking, §170-15 Parking Prohibitions and Limitations, D. Parking Prohibited, Downtown Parking Map.* ► Mr. Hellen stated that for the bylaw amendment he is going to discuss, there is no action required. He stated that the town attorney advised him that in lieu of the vote last week at the EDC on the new parking district, this was the path of least resistance to convey to the public that the Zoning Bylaw 22-880 which was approved at a first reading by the Town Council, that we could either bring it back and debate it and keep on going, but he advised that during the Town Administrator's report for Mr. Hellen to convey that this bylaw will essentially be tabled because in the bylaw that the EDC is going to bring to the Town Council with their recommendation next week on October 5, 2022, it will have a revised section of that bylaw in the new one that is coming next week. He stated that this essentially clears the deck from an earlier proposal of this year; he stated that the EDC did vote unanimously on the new parking regulations last week so that will come up on October 5, 2022. ► Mr. Hellen stated that most residents in town have heard the news about a huge electricity rate increase by National Grid and Eversource in November, but the good news for Franklin residents is that the \$0.105 rate that the Town got through the municipal aggregation program two years ago will stay in effect for the residents in that program through the winter. He stated that all but 600 residents are opted in the program. He stated that he is going to make a talk on this at the Senior Center in a few weeks. He stated that residents should call his office if they have any questions or concerns on this issue. ► Mr. Hellen reviewed the DPW's Touch a Truck event on October 15, 2022. ► Mr. Hellen discussed that the Red Brick School's exterior is currently being renovated. ► Chair Mercer confirmed that Bylaw Amendment 22-880: Chapter 170, Vehicles and Traffic, Article IV, Stopping, Standing and Parking, §170-15 Parking Prohibitions and Limitations, D. Parking Prohibited, Downtown Parking Map, would have to be voted to be tabled. ► Councilor Dellorco confirmed that if a resident did nothing, they were enrolled in the municipal aggregation program. ► Mr. Hellen explained that residents who may have opted out, may opt back into the program; this can be done from the Town's website or residents can call the Town Administrator's office for help.

**LEGISLATION FOR ACTION (as requested by Chair Mercer):**

- b. *Bylaw Amendment 22-880: Chapter 170, Vehicles and Traffic, Article IV, Stopping, Standing and Parking, §170-15 Parking Prohibitions and Limitations, D. Parking Prohibited, Downtown Parking Map.*** ► **MOTION to Table** Bylaw Amendment 22-880: Chapter 170, Vehicles and Traffic, Article IV, Stopping, Standing and Parking, §170-15 Parking Prohibitions and Limitations, D. Parking Prohibited, Downtown Parking Map, by **Dellorco**. **SECOND** by **Hamblen**. **No discussion.** ► **ROLL CALL VOTE: Chandler-YES; Cormier-Leger-YES; Dellorco-YES; Frongillo-YES; Hamblen-YES; Jones-YES; Mercer-YES; Pellegrini-YES; Sheridan-YES.** ► **VOTE: Yes-9, No-0, Absent-0.**

**SUBCOMMITTEE REPORTS:**

- a. **Capital Budget Subcommittee.** ► None.
- b. **Budget Subcommittee.** ► None.
- c. **Economic Development Subcommittee.** ► Councilor Hamblen stated that they discussed the bylaw amendment that was just tabled. She stated that before the EDC meeting, they had an EDC Plus meeting with the Franklin for All steering group. She stated that they talked about the project timeline and will discuss downtown housing zone density and inclusionary zoning and things like that in November. She stated that they have a long list of things to cover. She stated that she thinks they came up with a really great plan for downtown parking and people will be happy about it. ► Councilor Frongillo stated that the GATRA Advisory Board met and he has nothing to report yet. He stated that GATRA would be coming to the Senior Center office hours in the future.

**FUTURE AGENDA ITEMS:** ► Councilor Sheridan requested the state flag. ► Councilor Frongillo noted the state flag. ► Councilor Cormier-Leger stated that they had talked about reviewing zoning density and asked if it was on a future agenda. ► Mr. Hellen stated that it would be handled at the EDC first and they would then recommend it to the full Town Council; it will probably be on one of the November EDC meetings. ► Councilor Chandler asked for an update on the Beaver Street Interceptor project.

**COUNCIL COMMENTS:** ► Councilor Cormier-Leger echoed putting the state flag discussion on an upcoming agenda. He noted a meeting on October 23, 2022, regarding the proposed apartment building at 237 Pleasant Street to be held at St. John's Episcopal Church; it is a community meeting. ► Councilor Pellegrini stated that she is happy about the Red Brick School. ► Mr. Hellen stated that the robotics club still has a lease for the building; however, they are not using it during the renovations. ► Councilor Frongillo noted the Harvest Festival on Saturday. ► Councilor Hamblen noted the Harvest Festival on Saturday. She noted the Touch a Truck event at DPW. She noted the upcoming DelCarte event. ► Councilor Jones hoped everyone stays safe during Hurricane Ian. He stated that he is looking forward to the Harvest Festival. ► Councilor Dellorco stated that he is worried about the people in Florida. ► Chair Mercer stated that regarding the state flag, the state legislators will be at the Town Council meeting on October 19, 2022, and that will be the perfect opportunity for each Town Councilor to express their views to the legislative body and any resident who would like to come that night and make a comment. He stated that ultimately, it is the state legislators' decision.

**EXECUTIVE SESSION:** ► *Considering the purchase, exchange, lease or value of real property, because an open meeting may have a detrimental effect on the negotiating position of the Public Body: Schmidt's Farm, Prospect Street.* ► Chair Mercer stated there is a need for an executive session. He stated that he needs to recuse himself from this executive session because of the content; he stated that he will turn the gavel over to Councilor Dellorco. Vice Chair Dellorco stated: This is a Motion to Enter executive session for the purpose of Considering the purchase, exchange, lease or value of real property, because an open meeting may have a detrimental effect on the negotiating position of the Public Body: Schmidt's Farm, Prospect Street, and we will not come back into open session. ► **MOTION to Enter** executive session for the purpose of Considering the purchase, exchange, lease or value of real property, because an open meeting may have a detrimental effect on the negotiating position of the Public Body: Schmidt's Farm, Prospect Street, by **Jones. SECOND** by **Hamblen. No Discussion.** ► **ROLL CALL VOTE: Chandler-YES; Cormier-Leger-YES; Dellorco-YES; Frongillo-YES; Hamblen-YES; Jones-YES; Pellegrini-YES; Sheridan-YES.** ► **VOTE: Yes-8, No-0, Absent-0.**

*Open Session ended at 7:58 PM.*

Respectfully submitted,

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Judith Lizardi  
Recording Secretary

**FRANKLIN TOWN COUNCIL  
MINUTES OF MEETING  
October 5, 2022**

A meeting of the Town Council was held on Wednesday, October 5, 2022, at the Municipal Building, 2nd Floor, Council Chambers, 355 East Central Street, Franklin, MA. Councilors present: Brian Chandler, Theodore Cormier-Leger, Robert Dellorco, Cobi Frongillo, Melanie Hamblen, Glenn Jones, Thomas Mercer, Deborah Pellegrini, Patrick Sheridan. Councilors absent: None. Administrative personnel in attendance: Jamie Hellen, Town Administrator; Mark Cerel, Town Attorney; Alecia Alleyne, Assistant to the Town Administrator.

**CALL TO ORDER:** ► Chair Mercer called the meeting to order at 7:00 PM. Chair Mercer called for a moment of silence. All recited the Pledge of Allegiance.

**ANNOUNCEMENTS:** ► Chair Mercer reviewed the following as posted on the agenda. A Note to Residents: All citizens are welcome to attend public board and committee meetings in person. Meetings are live-streamed by Franklin TV and shown on Comcast Channel 11 and Verizon Channel 29. In an effort to maximize citizen engagement opportunities, citizens will be able to continue to participate remotely via phone or Zoom. He announced that this meeting is being recorded by Franklin TV; this meeting may be recorded by others. ► Chair Mercer stated the following: Massachusetts's customers through National Grid and Eversource are expected to have rising electricity rates. Residents are reminded that through Franklin's municipal aggregation program, they do not have to worry. Municipal aggregation is when a town utilizes the buying power of the residents and small businesses to bulk purchase an electricity rate for a pre-determined amount of time. Leveraging our purchasing capacity allows the Town of Franklin to potentially have a lower electricity rate than an individual user may have received. Residents who did not opt out of our municipal aggregation program will not see an increase in the price per kilowatt through our contracted purchase cycle which ends November 2023. You can check if you are enrolled by taking a look at your energy bill. If you see Dynegy Energy named as your supplier, then you are enrolled. The Town has provided a sample bill online for you to compare your billing statements before and after enrolling. Please note that the changes may take up to two billing cycles to be processed which means that now is the perfect time to make the most of this program if you have not already. You can opt in to this program by visiting <https://colonialpowergroup.com/Franklin/> or by calling the supplier Dynegy directly at 866-220-5696. This information is also available on the Town of Franklin's website by clicking on the municipal aggregation quick link from the home page.

**CITIZEN COMMENTS:** ► Town Clerk Nancy Danello provided an update on the upcoming election on November 8, 2022. She reviewed that in-person early voting will be at the Town Hall. She stated that hours and dates are listed on the Town Clerk's page on the Town's website. She stated that she has not yet received the ballots. She stated that the State has told her that she should receive the ballots by October 12, 2022. She stated that the timeline is very tight. She stated that when you receive your ballot, she recommended dropping it off at one of her two ballot boxes if possible. She explained advanced opening and advanced deposit. She stated that ballots will start to be opened on October 28, 2022, at 9 AM and go through November 4, 2022; she stated that observers are welcome. She stated that the ballots will be deposited on November 5, 2022, into each tabulator and there are nine precincts. She explained the process of running the tapes for the in-person and early voting on November 8, 2022, at 8 PM. She explained that there are four questions on the ballot. She stated that she has a packet in her office that she can email to residents with the four questions.

**APPROVAL OF MINUTES:** None.

**PROCLAMATIONS/RECOGNITIONS:** None.

**APPOINTMENTS: None.**

**HEARINGS - 7:00 pm:** ► *Chapter 61A, Town's Right of First Refusal to Purchase Approx. 113 Acres of Land together with any and all buildings and any other improvements thereon, located at 215 Prospect St., Franklin.* ► Mr. Hellen narrated a slideshow presentation on the details of the proposed acquisition of Schmidt's Farm and gave an overview of the Schmidt Farm Chapter 61A Right of First Refusal (ROFR) Public Hearing. He stated that the presentation is available online. He reviewed that this is only a public hearing and there will not be a vote on the actual purchase this evening. He stated that the CPC endorsed the purchase of this property by unanimous vote. He noted the following dates which are key in the process moving forward: October 4 Community Preservation Committee meeting regarding the potential use of CPA funds for acquisition, October 5 Town Council required public hearing on a Chapter 61 property, and October 17 Planning Board consideration of the definitive subdivision plan. He reviewed Chapters 61, 61A, and 61B of the Massachusetts General Laws. He discussed that Chapter 61 is basically property tax breaks to maintain productive agricultural, forested, or passive recreation uses for private landowners who have eligible parcels which are five acres or greater. He stated that Franklin has over 1,200 acres enrolled in Chapters 61, 61A, and 61B on about 20 blocks of land which is 58 properties. He reviewed the two Chapter 61 statutory avenues toward a ROFR. He reviewed the Maple Hill process and stated it involves a long, cumbersome statutory appraisal process that has taken over a year to document and complete. He explained that the Schmidt Farm process will follow the second type of ROFR on which he provided a brief overview. He reviewed that for the Schmidt Farm 61A ROFR one parcel considered for purchase is 113 +/- total acres, the price is \$3.8 million, it abuts additional town owned open space, has very few access or connectivity points, and the seller will be retaining 2 +/- acres for their own use/home. He showed and described the provided maps detailing the proposal. He discussed that under the proposal, the seller will have until July 1, 2023, to maintain residence in the current structure while his family constructs their house, with an additional 60-day option. He reviewed that Schmidt Farm is one of the last and largest contiguous parcels of open space in town. He reviewed a list of potential ideas for the open space. He discussed that the Town would demolish the home, but the Town would attempt to keep the barn. He explained that although there is no subdivision proposed, the definitive subdivision plan will go before the Planning Board at their October 17, 2022, meeting. He explained that this property has been a big piece of the Master Plans. He reviewed additional maps showing the abutting properties. He reviewed and explained the financial model. He stated that it is \$3.8 million with 20-year borrowing using Community Preservation funds. He stated that this purchase has no impact on the Town's operating budget. He noted that regarding the financial model information, these are estimates until the true borrowing occurs which is anticipated in Fall 2022. ► Mr. Robert Pantano, 10 Prospect Street, stated that he thinks this is positive and a perfect project for the CPA. He stated that Prospect Street is a designated scenic road in town. He stated that he thinks Mr. Schmidt is doing a good thing. He asked the Town Council to consider this as a positive. ► Mr. Raymond Goulet, 118 Miller Street, stated that he just learned about the project recently. He stated that he is very excited about it and reviewed his reasons. He stated that this looks like an opportunity that we cannot pass. ► Ms. Cynthia Garboski, 9 Prospect Street, stated that she is familiar with Schmidt's property. She stated that it is a beautiful piece of land and it is amazing the possibilities of what we can do. ► Mr. Patrick Gallagher, 2 Cohasset Way, and Chair of Conservation Commission, (via Zoom), stated that he lends his support to this; he thinks it is an amazing opportunity for the town. He stated that he endorsed what we have before us. ► Mr. Mark Lepage, 2 Peppermill Lane, (via Zoom), stated that he was really excited to hear about the opportunity to preserve this piece of land and the heritage and open it up to some great agricultural use. ► Ms. Linda Noel, 555 Lincoln Street, and a member of the Agricultural Commission, (via Zoom), stated that this is a very wonderful opportunity for the town and stated that she hopes we go forward with it. She stated that she encouraged the Town Council to vote yes. ► Town Council members asked questions and made comments. ► Councilor Jones stated that this is a great opportunity and an added asset to the community. ► Councilor Hamblen stated that she was very excited about this opportunity. ► Councilor Dellorco and



Councilor Pellegrini stated that this is a great opportunity for the Town of Franklin. ► Councilor Chandler asked about the bend at the entrance. ► Mr. Hellen discussed that CPA money cannot be used for operating or maintenance costs. ► Councilor Cormier-Leger asked if there was any feedback from residents opposed to this. He stated that this has his support. ► Mr. Hellen stated that he has not heard any opposition. ► Chair Mercer thanked all who worked hard on this including past Town Councils. He thanked Mr. Schmidt for this opportunity. ► Chair Mercer stated that he closed the public hearing.

**LICENSE TRANSACTIONS:** ► *License Modification - Change of Manager: Mormax Corporation d/b/a BJ's Wholesale Club #105, Located at 100 Corporate Drive, Franklin, MA 02038.* ► Councilor Jones read the license transaction. ► **MOTION to Approve** the request by Mormax Corporation d/b/a BJ's Wholesale Club, for a Change of Manager to Cierra Wolfe by **Jones. SECOND by Dellorco.** **Discussion:** ► Ms. Alleyne stated that this is a fairly routine change of manager; she stated that all departments have signed off. ► Councilor Jones stated that this license was a transfer from Anne's Market. He asked how much of a benefit has this license been to BJ's. ► Ms. Cierra Wolfe, (via Zoom), stated that it is an asset for the business. ► Councilor Chandler stated that half of the BJ's checkouts are self-serve. He asked if a person can self-checkout wine. ► Ms. Wolfe explained the checkout process for beer and wine and reviewed that a BJ's staff member needs to confirm the purchase. She stated that she is TIPS certified. ► **VOTE: Yes-9, No-0, Absent-0.**

**PRESENTATIONS/DISCUSSIONS:** ► *Discussion: Norfolk County Commission.* ► Mr. Hellen stated that Mr. Peter Padula has been the Town's representative for the Norfolk County Commission. He stated that Mr. Padula requested to come in to talk a little about what the Norfolk County Commission does. ► Mr. Peter Padula and Norfolk County Director John Cronin addressed the Town Council. ► Mr. Cronin reviewed Norfolk County's functions and operations. He stated that the county is managed by three elected commissioners who work with an advisory board that approves all the annual operating and capital spending to carry out the functions of their \$34 million organization. He reviewed that the county departments are broken into several components including facility maintenance which is responsible for maintaining the interior and exterior of all buildings for trial courts. He discussed that the county owns a golf course. He reviewed that the county oversees the Norfolk County Agricultural High School. He stated that they operate the Retired and Senior Volunteer program. He discussed the engineering program which is involved in highway layouts. He stated that the county commissioners are active in grants; to date, the county has distributed \$30 million to 16 communities including Franklin. He explained that they are trying to launch a weights and measures program. He discussed that they would like to expand regional services. ► Town Council members asked questions and made comments. ► In response to questions, Mr. Cronin discussed that there is a 3 percent administrative fee assessed to the distribution of the \$137 million in federal funds to cities and towns. He discussed that 2.5 percent is for the administrative parts of this program; he stated that managing a \$137 million grant for any organization is burdensome. He stated that the 3 percent pays for auditors, lawyers, building the portal, and other administrative costs. He stated that he wants to make sure the communities know that they are there to service their needs. He stated that they do not have a master plan at this time. He stated that the county commissioners have talked about doing an energy audit of all their facilities. He stated that the commissioners currently do not have a plan for their open space. He discussed the benefit of solar for the community and environment. He discussed the ARPA money being distributed to the county rather than the towns and cities. He stated that the funding designated by the federal government to be destined to communities was defined that way; it was not a choice that the county received the money. He discussed that the county commissioners had a team approach with the other counties; they are practicing the same interpretation of the rules as the other counties. He stated that with respect to the assigned value to each community based on 2019 population, he thinks it is the fairest distribution of funds. He stated that their website gives a breakout of the ARPA funds. He stated that he is very happy with the way the program is running to date. He stated that as they are holding the money, it is accruing interest. He discussed the revenue loss part of the ARPA funds. He stated that they are distributing this benefit to every community

based on the same formula. He stated that they are proud of their 3 percent administrative costs as it is pretty low. ► Chair Mercer stated that if the money came directly to the communities, the communities would have had to incur some of those administrative costs. ► Mr. Hellen stated that these are federal legislations. He stated that the CARES Act was funneled to the local level; ARPA is funneled to the counties. He stated that he did not know that if some towns do not take advantage of the money, it will be reallocated and other towns could apply for it. ► Mr. Padula thanked the Town Administrator and Town Council for allowing them the opportunity to explain what they do.

#### **LEGISLATION FOR ACTION:**

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

- a. ***Resolution 22-62: Request for Special Legislation Re: Authority for the Town of Franklin Acting Through the Franklin Town Council to Grant an All Alcoholic Beverages Not to be Drunk on the Premises Alcoholic Beverages License in Excess of the Town's Quota to Madd Deli, Inc. D/B/A Dacey's Market (Motion to Approve Resolution 22-62 - Majority Roll Call Vote).*** ► **MOTION to Waive** the reading by **Hamblen**. **SECOND** by **Dellorco**. **No discussion**. ► **VOTE: Yes-8, No-1, Absent-0**. ► **MOTION to Approve** Resolution 22-62: Request for Special Legislation Re: Authority for the Town of Franklin Acting Through the Franklin Town Council to Grant an All Alcoholic Beverages Not to be Drunk on the Premises Alcoholic Beverages License in Excess of the Town's Quota to Madd Deli, Inc. D/B/A Dacey's Market by **Dellorco**. **SECOND** by **Hamblen**. **Discussion:** ► Ms. Alleyne reviewed that Mr. Scott Corvi of MADD Deli, Inc. d/b/a Dacey's Market located at 353 Lincoln Street is seeking a full liquor license to replace his current beer and wine license. She reviewed that Dacey's Market was granted a retail wine and malt beverage license in 2020, via the same method, but the owners feel that for the business to grow and remain competitive they need to meet the increasing demand for ready-to-drink spirit-based beverages which can only be sold by establishments licensed to sell all alcohol. The letter of request from Dacey's Market is in the Town Council's meeting packet. She stated that this would be in excess of Franklin's current quota of eight beer and wine licenses and seven all alcohol licenses. ► Town Council members asked questions and made comments. ► In response to questions, Ms. Alleyne stated that this process was done in 2020 as Mr. Corvi petitioned for an additional beer and wine license; this is the same process as for the beer and wine license, but he is requesting an all alcoholic beverages license. ► Mr. Cerel stated that it is a common practice for communities to ask for licenses in addition to the quota. ► Mr. Corvi stated that he wants a full all alcoholic beverages license as the market has changed to ready-to-drink spirit-based beverages which he cannot sell at this time. ► Mr. Cerel stated that they are asking the legislature for authority to issue the license; then there will be a posted public hearing to take up the specifics at that time. He stated that there would be a notice in the newspaper and abutter notifications for the hearing process. He stated that it is not an automatic license issuance from the legislature. ► Mr. Corvi confirmed that this will include nips. ► Councilor Jones commented on the amount of litter caused by nips. He stated that he is not 100 percent in support of this request for that reason. ► Mr. Cerel stated that the legislature has been very liberal in granting these licenses. He stated that they are restricted to the applicant, and when the applicant ceases the business, the license ceases to exist; they are restricted to the location. He stated that the applicant's beer and wine license will cease to exist if the applicant is granted the all alcoholic beverages license. ► Mr. Hellen stated that the City of Boston has to go through this every time as they have been at their quota for years. ► Mr. Corvi explained that he wants this as a one-stop shopping location. ► Councilor Chandler stated that he did not like that there will be two full liquor stores so close to each other and close to the school crosswalk. ► Chair Mercer stated that what the Town Council is voting on tonight will just take it to the legislature; if it is approved by the legislature, it will come back to the Town Council. ► The owner of the Lincoln Street Market stated that they have been there since 2013 with their family working 10 hours per day. He stated that Mr. Corvi's location is only .3 miles from their store. He

stated that they are already meeting the community's and neighborhood's need; there is no need for an extra full package store that are next to each other. He stated that he and his family request that this license is not granted. ► A second owner of the Lincoln Street Market addressed the Town Council and stated that this is very close to his business and he does not believe there is a necessity for hard liquor in this location. He stated that a beer and wine license was already given to the applicant in 2020. He requested that the Town Council not issue this hard liquor license.

*Councilor Frongillo began attending the Town Council meeting via remote access.*

► **ROLL CALL VOTE: Chandler-YES; Cormier-Leger-YES; Dellorco-YES; Frongillo-YES; Hamblen-NO; Jones-NO; Mercer-YES; Pellegrini-YES; Sheridan-NO. ► VOTE: Yes-6, No-3, Absent-0.**

- b. *Bylaw Amendment 22-884: Chapter 170, Vehicles and Traffic, Article IV, Stopping, Standing and Parking, §170-15 Parking Prohibitions and Limitations, D. Parking Prohibited, Downtown Parking Map - First Reading (Motion to Move Bylaw Amendment 22-884 to a Second Reading - Majority Vote).* ► Councilor Jones read the bylaw amendment. ► **MOTION to Move** Bylaw Amendment 22-884: Chapter 170, Vehicles and Traffic, Article IV, Stopping, Standing and Parking, §170-15 Parking Prohibitions and Limitations, D. Parking Prohibited, Downtown Parking Map to a second reading by **Dellorco. SECOND** by **Hamblen. Discussion:** ► Mr. Hellen stated that the next four items on the agenda are interrelated relative to downtown parking. He stated that these are all proposals endorsed by the EDC at their recent meeting. He stated that the downtown parking lots are on the Town Administrator's and Town Council's goal list for this year. He displayed and explained a current map of the area and a new map showing the proposed changes. He reviewed his memo to the Town Council EDC Subcommittee, dated September 16, 2022, regarding the Downtown Parking District Bylaw which was provided in the Town Council's meeting packet. He reviewed the proposed no parking, residential street parking, main downtown business corridor, and parking lots. ► Town Council members asked questions and made comments. ► Mr. Hellen, in response to questions, stated that he briefly reviewed all four bylaw amendments at once. ► Councilor Pellegrini suggested a parking control officer is needed. She stated that if we are going to make bylaws, we are going to have to have someone to enforce them. ► Councilor Dellorco stated that he was thinking the same thing; he asked how are we going to control this. ► Chief of Police Thomas Lynch stated that there were over 100 parking tickets in September. He stated that there is not a dedicated position for parking tickets; he has rolled that into a patrol officer. He stated that they are trying to do the best they can. ► Mr. Hellen talked about vehicles in parking spaces and trash pickup; he stated that to some degree, we have to all modify our behavior. He discussed signage. He stated that he thinks the residents are going to have to realize that they may have to adjust where they put their trash. ► Councilor Frongillo stated that he wanted to propose a motion to amend the way the parking changes have to be made through public hearings. ► Mr. Cerel stated that you cannot go beyond what is in the proposed amendment at this time; that would have to be separate legislation. ► Mr. Hellen summarize that if Councilor Frongillo is proposing to delegate some of the authority for the zones proposed in these bylaws, the proposed legislation would have to be brought back as a separate piece of legislation for action. ► Chair Mercer stated that Councilor Frongillo could propose it, but not in this situation on this bylaw amendment. He stated that it can be discussed going forward. ► Town Council members continued discussion on the specifics of the proposed bylaw amendment. ► Mr. Hellen stated that this is clearly due to the pandemic. He stated that businesses are closed much earlier and the public is not going out; the parking times on the map can be adjusted. ► Councilor Chandler discussed that Box Seats is open until 1 AM; therefore, this bylaw amendment is not adequate as there is no parking after 12 AM. ► **MOTION to Amend** Bylaw Amendment 22-884: Chapter 170, Vehicles and Traffic, Article IV, Stopping, Standing and Parking, §170-15 Parking Prohibitions and Limitations, D. Parking Prohibited, Downtown Parking Map to make it 2 AM and no overnight parking from 2 AM to 6 AM

by **Chandler**. **SECOND** by **Dellorco**. **Discussion:** ► Councilor Jones requested 1 AM. ► Chief of Police Lynch discussed enforcement of the proposed amendment. ► Discussion commenced on the proposed time of 2 AM for the amendment. ► **ROLL CALL VOTE (on the amendment): Chandler-YES; Cormier-Leger-YES; Dellorco-YES; Frongillo-YES; Hamblen-YES; Jones-YES; Mercer-YES; Pellegri-YES; Sheridan-YES.** ► **VOTE: Yes-9, No-0, Absent-0.** ► **MOTION to Move** Bylaw Amendment 22-884: Chapter 170, Vehicles and Traffic, Article IV, Stopping, Standing and Parking, §170-15 Parking Prohibitions and Limitations, D. Parking Prohibited, Downtown Parking Map **As Amended** to a second reading by **Dellorco**. **SECOND** by **Hamblen**. **Discussion:** ► Councilor Pellegri questioned that the times were not mentioned in the bylaw. ► Mr. Cerel stated that the times were noted on the map which is referenced in the bylaw. ► Mr. Hellen reviewed where the times are mentioned in the bylaw map. ► **ROLL CALL VOTE: Chandler-YES; Cormier-Leger-YES; Dellorco-YES; Frongillo-YES; Hamblen-YES; Jones-YES; Mercer-YES; Pellegri-YES; Sheridan-YES.** ► **VOTE: Yes-9, No-0, Absent-0.**

- c. *Bylaw Amendment 22-885: Chapter 170, Vehicles and Traffic, §170-20, Additional regulations; violations and penalties. - First Reading (Motion to Move Bylaw Amendment 22-885 to a Second Reading - Majority Vote).* ► Councilor Jones read the bylaw amendment. ► Mr. Cerel stated that to summarize, all the specifics were stricken and the town administrator was given the authority to set user fees; the language contrary was stricken, and then it was renumbered. ► **MOTION to Move** Bylaw Amendment 22-885: Chapter 170, Vehicles and Traffic, §170-20, Additional regulations; violations and penalties to a second reading by **Dellorco**. **SECOND** by **Hamblen**. **Discussion:** ► Mr. Hellen stated that the next bylaw after this one which had to be separate proposes to strike the dedicated merchant and commuter spaces. He stated that one of the biggest complaints is that no one can park in the downtown Depot Street lots unless you are a commuter or a merchant and you buy a quarterly pass for \$180. He stated that what is being proposed is to get kiosks which allow change, cash, credit card, and payment apps on a daily fee rate. He discussed some of the issues including having prorated rates. He stated that in lieu of having a specific merchant or commuter-only space, the spaces are now open to everyone on a first-come, first-served basis. He stated that it is \$3 per day which is half the price that the MBTA charges in their lot. ► Town Council members asked questions and made comments. ► Mr. Cerel stated that the bylaw states that the Town Council sets the fees; so, if you put this language in, the Town Council can delegate that. He stated that the Town Council can choose to keep the system of the Town Council setting the fees, but you do not have to. ► Councilor Pellegri stated that she thinks all fees should come through the Town Council; she stated that it is our responsibility. ► Councilor Hamblen discussed the location and fee structure for the kiosks. She stated that this is something that will need to be adapted and worked on. ► **ROLL CALL VOTE: Chandler-NO; Cormier-Leger-YES; Dellorco-NO; Frongillo-YES; Hamblen-YES; Jones-NO; Mercer-YES; Pellegri-NO; Sheridan-YES.** ► **VOTE: Yes-5, No-4, Absent-0.**
- d. *Bylaw Amendment 22-886: Chapter 82, Fees, Municipal Service, § 82-6, Subsection K. Police - First Reading (Motion to Move Bylaw Amendment 22-886 to a Second Reading - Majority Vote).* ► Councilor Jones read the bylaw amendment. ► **MOTION to Move** Bylaw Amendment 22-886: Chapter 82, Fees, Municipal Service, § 82-6, Subsection K. Police to a second reading by **Dellorco**. **SECOND** by **Hamblen**. **Discussion:** ► Mr. Hellen stated that the only vote being taken on this is to strike out the \$180 per quarter parking permit from the fee schedule. ► Councilor Pellegri confirmed that when this fee is taken out, there will be no charges until the kiosks are put in. ► Mr. Cerel discussed that this is going to a second reading. ► Mr. Hellen discussed the challenges of the kiosks and the current \$180 per quarter fee. He stated that in lieu of a fee, he will put out the fee and set the rate when the machines arrive. He noted that all of these resolutions are not going to go into effect until July. He stated that there is a four to five month wait time for the kiosks, then they need to be installed and signage put up. He stated that he needs these votes to order the kiosks. He discussed the rates that he is suggesting. In response to Councilor Pellegri's concern regarding the effective

date, he stated that this proposed bylaw could be amended to indicate July 1, 2023. ► **MOTION to Amend** Bylaw Amendment 22-886: Chapter 82, Fees, Municipal Service, § 82-6, Subsection K. Police to include that it will be effective starting July 1, 2023, by **Hamblen**. **SECOND** by **Dellorco**. **No discussion**. ► **ROLL CALL VOTE (on the amendment): Chandler-YES; Cormier-Leger-YES; Dellorco-YES; Frongillo-YES; Hamblen-YES; Jones-YES; Mercer-YES; Pellegrini-YES; Sheridan-YES**. ► **VOTE: Yes-9, No-0, Absent-0**. ► **MOTION to Move** Bylaw Amendment 22-886: Chapter 82, Fees, Municipal Service, § 82-6, Subsection K. Police **As Amended** to a second reading by **Dellorco**. **SECOND** by **Hamblen**. **No discussion**. ► **ROLL CALL VOTE: Chandler-YES; Cormier-Leger-YES; Dellorco-YES; Frongillo-YES; Hamblen-YES; Jones-YES; Mercer-YES; Pellegrini-YES; Sheridan-YES**. ► **VOTE: Yes-9, No-0, Absent-0**.

- e. **Bylaw Amendment 22-879: Chapter 170, Vehicles and Traffic, Appendix A, Fines, Parking Violations - First Reading (Motion to Take off the Table and Move Bylaw Amendment 22-879 to Second Reading - Majority Vote)**. ► Councilor Jones read the bylaw amendment. ► **MOTION to Move** Bylaw Amendment 22-879: Chapter 170, Vehicles and Traffic, Appendix A, Fines, Parking Violations to a second reading by **Dellorco**. **SECOND** by **Hamblen**. **Discussion**: ► Mr. Hellen stated that these are all the proposals put forth by Lt. Jason Reilly with the exception of one item regarding all night parking. ► **MOTION to Amend** Bylaw Amendment 22-879: Chapter 170, Vehicles and Traffic, Appendix A, Fines, Parking Violations for all night parking when restricted from \$50 down to \$25 because of general consensus of much of the public and other people during the EDC meeting as a \$25 fine seemed reasonable at the time by **Jones**. **NO SECOND**. **Discussion**: ► Chair Mercer stated that since there was no second, they are back to the original motion. ► Councilor Hamblen thanked Lt. Reilly for working so hard on getting this fee schedule together. ► Councilor Chandler stated that to get Dean under control, he thinks the \$50 fee is better. ► Lt. Reilly reviewed the fee schedule. ► **ROLL CALL VOTE: Chandler-YES; Cormier-Leger-YES; Dellorco-YES; Frongillo-YES; Hamblen-YES; Jones-YES; Mercer-YES; Pellegrini-YES; Sheridan-YES**. ► **VOTE: Yes-9, No-0, Absent-0**.
- f. **Resolution 22-63: Gift Acceptance - Police Dept. (\$2,550), Fire Dept. (\$2,500) (Motion to Approve Resolution 22-63 - Majority Vote)**. ► Councilor Jones read the resolution. ► **MOTION to Approve** Resolution 22-63: Gift Acceptance - Police Dept. (\$2,550), Fire Dept. (\$2,500) by **Dellorco**. **SECOND** by **Hamblen**. **Discussion**: ► Mr. Hellen thanked the donators. ► **ROLL CALL VOTE: Chandler-YES; Cormier-Leger-YES; Dellorco-YES; Frongillo-YES; Hamblen-YES; Jones-YES; Mercer-YES; Pellegrini-YES; Sheridan-YES**. ► **VOTE: Yes-9, No-0, Absent-0**.

*Chair Mercer stated that Councilor Frongillo was going off remote access.*

**TOWN ADMINISTRATOR'S REPORT**: ► **Beaver Street Interceptor**. ► Mr. Hellen stated that they have applied for the funding; those awards will probably come out within the next few months. He stated that the interest rate will be stable; they will likely get 1.5 percent. He stated that the real decision next year is about when to go out to bid and what is the full cost of the project. He stated that everything is on schedule based on what was proposed earlier this year. He noted the Faith & Blue event will be held on October 8, 2022, from 10 AM to 1 PM, to help people with car seat installation. He stated that the Touch a Truck event will be held on October 15, 2022, from 10 AM to 2 PM, at the DPW. He stated that the DelCarte cleanup event will be held on October 22, 2022. The Fallen Firefighters Ceremony and Police Department Halloween Party will both be held on October 23, 2022. The open house at the Fire Department will be held on October 29, 2022. The Veterans Day Breakfast will be held on November 11, 2022, at the Elks. He stated that there is an award on the wall because we max out our reward credits for training every year for our insurance premium; we usually get back about \$60,000 or \$70,000 on the premium. He stated that this training keeps our employees safe and it saves us money.

**SUBCOMMITTEE REPORTS:**

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

**FUTURE AGENDA ITEMS:** ► Councilor Cormier-Leger questioned the final water reading inspection fee and asked if it can be looked. ► Councilor Pellegrini asked for an update from the School Department regarding the opening of school.

**COUNCIL COMMENTS:** ► Councilor Sheridan thanked the Harvest Festival organizers. ► Councilor Hamblen stated Happy Birthday to Mr. Robert Catalano on his 100<sup>th</sup> birthday. ► Councilor Cormier-Leger congratulated Mr. Hellen and his team for saving the money regarding the training. He asked that in going forward the Town Council should not be meeting on a Jewish holiday; he stated that it seems disrespectful that we are here tonight. He asked for a moment of silence for Mr. Robert Lillis who passed away today; Mr. Lillis was born in 1938 and was in the US Navy. Councilor Cormier-Leger thanked Mr. Lillis for his service. ► Councilor Chandler spoke about Town Clerk Nancy Danello's comments earlier in the meeting about memory sticks and processing votes. He asked for something to be put on the website on how it is going to work and for more information about the memory sticks being taken in and out. He thanked the EDC for their work on the parking. ► Mr. Hellen stated that he thinks that what Ms. Danello was trying to get across was that all those moments are public access; the testing of the machines, opening of the ballots, and all of that is all open to the public. He stated that he did not know about the memory sticks, but he would have her reach out to Councilor Chandler. ► Mr. Cerel stated that there are paper ballots which are kept as backup; Ms. Danello is talking about the machines which count the ballots. ► Councilor Pellegrini thanked all for the Harvest Festival. She noted Mr. Catalano's birthday event. ► Councilor Jones thanked all for the hard work that goes into making the elections happen. Regarding the parking situation, he stated that he agreed with Councilor Cormier-Leger that they need to reach out to Dean College to have them discuss it with the students. ► Councilor Dellorco said Happy Birthday to Mr. Catalano. ► Chair Mercer thanked all the Harvest Festival workers and all those who came out. He thanked those who came to the Schmidt's Farm public hearing tonight. He noted the parking has been on the Town Council's agenda for a very long time. He congratulated Councilor Jones for attaining Lieutenant rank in Sea Cadets. He stated that he received a phone call from a resident regarding the South Franklin Meeting House bell. He stated that there is a substantial amount of history with the bell. He stated that the resident's concern is that maybe a good place for the bell would be the museum. ► Mr. Hellen stated that they are happy to do it.

**EXECUTIVE SESSION: None.**

**ADJOURN: ► MOTION to Adjourn by Dellorco. SECOND by Jones. No Discussion. ► VOTE: Yes-8, No-0, Absent-1.**

**Meeting adjourned at 10:09 PM.**

Respectfully submitted,

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Judith Lizardi  
Recording Secretary

# LICENSE TRANSACTION



## Change of Officers/Directors

### Shaw's Supermarket, Inc.

d/b/a Shaw's  
255 East Central Street  
Franklin, MA 02038

Shaw's Supermarket, Inc. d/b/a Shaw's, is seeking approval for a change of officers/directors on their §15 Retail Package Store License. The new officers will be Cody Perdue as Director, Treasurer and Group Vice President, and Eric Myers as Director.

**MOTION** to approve the request by Shaw's Supermarket, Inc. d/b/a Shaw's, for a change of Officers/Directors as described above.

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**DATED:** \_\_\_\_\_, 2022

**VOTED:**

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

**A True Record Attest:**

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

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

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

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

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

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

McDERMOTT  
QUILTY &  
MILLER LLP

28 STATE STREET, SUITE 802  
BOSTON, MA 02109

[WWW.MQMLLP.COM](http://WWW.MQMLLP.COM)

October 3, 2022

*Via Online Licensing Portal*

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

**Re: Application for Change of Officers/Directors to a §15 Retail Package Store License  
Shaw's Supermarkets, Inc. d/b/a Shaw's  
255 E Central Street, Franklin, MA 02038**

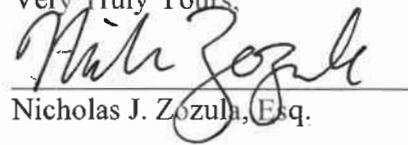
Dear Mr. Hellen:

This office represents Shaw's Supermarkets, Inc. in its application for a Change of Officers/Directors to its §15 Retail Package Store License exercised at its long-existing grocery store located at the above-referenced address. Enclosed please find **one (1) set of originals** of the required application materials and copies of the required supplemental documents regarding the above-referenced matter:

1. Monetary Transmittal Form with ABCC Payment Confirmation;
2. \$500 Payment To Be Made on ViewPoint Portal;
3. ABCC Application for Amendment;
4. ABCC Applicant's Statement;
5. Business Entity Summary;
6. Articles of Organization;
7. Corporate Vote;
8. ABCC CORI Request Forms;
9. DOR Certificate of Good Standing; and
10. DUA Certificate of Compliance;

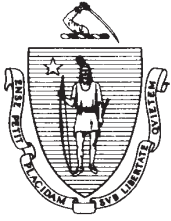
Please kindly assign this matter for hearing at the next available hearing date (virtual or otherwise). Thank you for your attention to and courtesy in this matter. If you have any questions, please do not hesitate to contact me.

Very Truly Yours,

  
Nicholas J. Zozula, Esq.

NJZ/kb  
Enclosures





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

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

**APPLICATION FOR MULTIPLE AMENDMENTS**

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

ECRT CODE: RETA

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

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

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

00033-PK-0430

ENTITY/ LICENSEE NAME

Shaw's Supermarkets, Inc.

ADDRESS

255 E Central Street

CITY/TOWN

Franklin

STATE

MA

ZIP CODE

02038

For the following transactions (Check all that apply):

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

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

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



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

**APPLICATION FOR MULTIPLE AMENDMENTS**

Please select all of the amendments you are applying for(continued):

**CHANGE OF OFFICERS/DIRECTORS/LLC MANAGERS**

**DOR Certificate of Good Standing**

**DUA Certificate of Compliance**

**CORI Authorization** Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal*.

**Business Structure Documents**

If Sole Proprietor, **Business Certificate**

If partnership, **Partnership Agreement**

If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

**Vote of the Entity Board**

**Monetary Transmittal Form**

**\$200 fee via [ABCC website](#) and Payment Receipt**

**CHANGE OF OWNERSHIP INTEREST (e.g. LLC Members, LLP Partners, Trustees etc.)**

**DOR Certificate of Good Standing**

**DUA Certificate of Compliance**

**Change of Officers/Directors Application**

**Financial Statement**

**CORI Authorization** Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal*.

**Business Structure Documents**

If Sole Proprietor, **Business Certificate**

If partnership, **Partnership Agreement**

If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

**Vote of the Entity Board**

**Purchase and Sale Agreement**

**Supporting Financial Records**

**Advertisement\***

**Monetary Transmittal Form**

**\$200 fee via [ABCC website](#) and Payment Receipt**

**CHANGE OF STOCK INTEREST (e.g. New Stockholders or Transfer or Issuance of Stock)**

**DOR Certificate of Good Standing**

**DUA Certificate of Compliance**

**Change of Officers/Directors Application**

**Financial Statement**

**CORI Authorization** Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal*.

**Business Structure Documents**

If Sole Proprietor, **Business Certificate**

If partnership, **Partnership Agreement**

If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

**Vote of the Entity Board**

**Purchase and Sale Agreement**

**Supporting Financial Records**

**Advertisement\***

**Monetary Transmittal Form**

**\$200 fee via [ABCC website](#) and Payment Receipt**

*\*If abutter notification and advertisement are required for transaction, please see the local licensing authority.*



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

**APPLICATION FOR MULTIPLE AMENDMENTS**

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
Shaw's Supermarkets, Inc.	Franklin, MA	00033-PK-0430

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

The Licensee has changed their officers/directors removing Gary R. Morton as Director, Vice President, Treasurer and Assistant Secretary and in his place adding Cody Perdue as Director, Treasurer and Group Vice President; and removing John Scuccimarra as Director and in his place adding Eric Myers as Director. As such, we are filing this multiple amendment application to effectuate the same.

**APPLICATION CONTACT**

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

Name	Title	Email	Phone
Nicholas Zozula	Attorney	[REDACTED]	[REDACTED]

**2. AMENDMENT-Change of License Classification**

<input type="checkbox"/> <b>Change of License Category</b>	Last-Approved License Category	[REDACTED]
All Alcohol, Wine and Malt, Wine Malt and Cordials	Requested New License Category	[REDACTED]
<input type="checkbox"/> <b>Change of License Class</b>	Last-Approved License Class	[REDACTED]
Seasonal or Annual	Requested New License Class	[REDACTED]
<input type="checkbox"/> <b>Change of License Type*</b>	Last-Approved License Type	[REDACTED]
i.e. Restaurant to Club *Certain License Types CANNOT change once issued*	Requested New License Type	[REDACTED]

**3. AMENDMENT-Change of Business Entity Information**

<input type="checkbox"/> <b>Change of Corporate Name</b>	Last-Approved Corporate Name:	[REDACTED]
	Requested New Corporate Name:	[REDACTED]
<input type="checkbox"/> <b>Change of DBA</b>	Last-Approved DBA:	[REDACTED]
	Requested New DBA:	[REDACTED]
<input type="checkbox"/> <b>Change of Corporate Structure</b>	Last-Approved Corporate Structure	[REDACTED]
LLC, Corporation, Sole Proprietor, etc	Requested New Corporate Structure	[REDACTED]

**4. AMENDMENT-Pledge Information**

<input type="checkbox"/> <b>Pledge of License</b>	To whom is the pledge being made:	[REDACTED]
<input type="checkbox"/> <b>Pledge of Inventory</b>		
<input type="checkbox"/> <b>Pledge of Stock</b>		

## 6. AMENDMENT-Change of Officers, Stock or Ownership Interest

- Change of Officers/Directors**   
  **Change of Ownership Interest (LLC Managers/LLP Partners, Trustees)**   
  **Change of Stock (E.g. New Stockholder/ Transfer or Issuance of Stock)**

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

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

Name of Principal	Residential Address	SSN	DOB
Robert Backus	[REDACTED]	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President & Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Juliette Pryor	[REDACTED]	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Executive VP & Secretary	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Eric Myers	[REDACTED]	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Cody Perdue	[REDACTED]	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Group VP, Treasurer, & Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB
Albertsons Companies, Inc.	N/A	N/A	N/A

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Ultimate Interest Holder/Parent Company	100%	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached?  Yes  No

### CRIMINAL HISTORY

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

### MANAGEMENT AGREEMENT

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

## 6. AMENDMENT-Change of Officers, Stock or Ownership Interest

### 6B. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

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

Name of Principal	Title/Position	Percentage of Ownership
Robert Backus	President and Director	0%
Julliette Pryor	Executive Vice President and Secretary	0%
Gary R. Morton	Director, VP, Treasurer & Assistant Secretary	0%
John Scuccimarra	Director	0%
		0%
Albertsons Companies, Inc.	Ultimate Interest Holder/Parent Company Public Company	100%

### 6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
See Exhibit A			

### 6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

### 6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation
10/27/2006	License No. 01708-PK-0116	Boston	Sale to a Minor- 1 Day suspension

**Exhibit A**  
**Interest in Other Alcoholic Beverages Licenses**

Star Market	§15 Off Premises	00235-PK-0166	699 Mount Auburn St. Cambridge, MA
Star Market	§15 Off Premises	00880-PK-0022	535 Trapelo Road, Belmont, Ma 02478
Shaw's Supermarket	§15 off Premises	01708-PK-0116	53 Huntington Ave, Boston, MA
Shaw's Supermarket	§15 Off Premises	00033-PK-0430	255 East Central St Franklin, MA
Shaw's Supermarket	§15 Off Premises	09086-PK-0266	15 State Road Dartmouth, MA
Shaw's Supermarket	§15 Off Premises	89081-PK-1012	300 New State Hwy Raynham, MA
Star Market	§15 Off Premises	02043-PK-0116	90 Causeway Street Boston, MA 02114
Star Market	§15 Off Premises	89794-PK-0800	1 Boylston Street, Newton, MA

## APPLICANT'S STATEMENT

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

of Shaw's Supermarkets, Inc.  
Name of the Entity/Corporation

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date:

09.12.2022

Title:

President & Director



## Corporations Division

### Business Entity Summary

ID Number: 041123420

[Request certificate](#)

[New search](#)

Summary for: **SHAW'S SUPERMARKETS, INC.**

The exact name of the Domestic Profit Corporation: SHAW'S SUPERMARKETS, INC.

Merged with **SHAW EQUIPMENT CORPORATION** on 02-26-2016

Entity type: Domestic Profit Corporation

Identification Number: 041123420

Date of Organization in Massachusetts: 07-10-1920

Last date certain:

Current Fiscal Month/Day: 02/28

Previous Fiscal Month/Day: 02/28

The location of the Principal Office:

Address: 750 W CENTER ST

City or town, State, Zip code, Country: WEST BRIDGEWATER, MA 02379 USA

The name and address of the Registered Agent:

Name: CT CORPORATION SYSTEM

Address: 155 FEDERAL STREET STE 700

City or town, State, Zip code, Country: BOSTON, MA 02110 USA

The Officers and Directors of the Corporation:

Title	Individual Name	Address
PRESIDENT	ROBERT B BACKUS	750 W CENTER ST WEST BRIDGEWATER, MA 02379 USA
TREASURER	CDDY PERDUE	250 PARKCENTER BLVD BOISE, ID 83706 USA
SECRETARY	JULIETTE PRYOR	250 PARKCENTER BLVD BOISE, ID 83706 USA
EXECUTIVE VICE PRESIDENT	JULIETTE PRYOR	250 PARKCENTER BLVD BOISE, ID 83706 USA
GROUP VICE PRESIDENT	CDDY PERDUE	250 PARKCENTER BLVD BOISE, ID 83706 USA
DIRECTOR	CDDY PERDUE	250 PARKCENTER BLVD BOISE, ID 83706 USA
DIRECTOR	ERIC MYERS	750 W CENTER ST WEST BRIDGEWATER, MA 02379 USA
DIRECTOR	ROBERT B BACKUS	750 W CENTER ST WEST BRIDGEWATER, MA 02379 USA

Business entity stock is publicly traded:

The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:

Class of Stock	Par value per share	Total Authorized		Total Issued and outstanding
		No. of shares	Total par value	No. of shares
CWP	\$ 1.00	30,000,000	\$ 30000000.00	100

Consent    Confidential Data    Merger Allowed    Manufacturing

Note: Additional information that is not available on this system is located in the Card File.

View filings for this business entity:

ALL FILINGS  
Administrative Dissolution  
Annual Report  
Application For Revival  
Articles of Amendment

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)



**CORPORATE VOTE**

The Board of Directors or LLC Managers of  Entity Name

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on  Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize  Name of Person

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

"VOTED: To appoint  Name of Liquor License Manager

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

A true copy attest,

  
Corporate Officer /LLC Manager Signature

Robert Backus  
(Print Name)

**For Corporations ONLY**

A true copy attest,

\_\_\_\_\_  
Corporation Clerk's Signature

\_\_\_\_\_  
(Print Name)



Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street, First Floor  
Boston, MA 02114

DEBORAH B. GOLDBERG  
TREASURER AND RECEIVER GENERAL

**CORI REQUEST FORM**

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

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

**ABCC LICENSE INFORMATION**

ABCC NUMBER: 00033-PK-0430 (IF EXISTING LICENSEE)      LICENSEE NAME: Shaw's Supermarkets Inc.      CITY/TOWN: Franklin

**APPLICANT INFORMATION**

LAST NAME: Myers      FIRST NAME: Eric      MIDDLE NAME: David

MAIDEN NAME OR ALIAS (IF APPLICABLE):      PLACE OF BIRTH: [REDACTED]

DATE OF BIRTH: [REDACTED]      SSN: [REDACTED]      ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME: [REDACTED]      DRIVER'S LICENSE #: [REDACTED]      STATE LIC. ISSUED: [REDACTED]

GENDER: [REDACTED]      HEIGHT: [REDACTED]      WEIGHT: [REDACTED]      EYE COLOR: [REDACTED]

CURRENT ADDRESS: [REDACTED]

CITY/TOWN: [REDACTED]      STATE: [REDACTED]      ZIP: [REDACTED]

FORMER ADDRESS: [REDACTED]

CITY/TOWN: [REDACTED]      STATE: [REDACTED]      ZIP: [REDACTED]

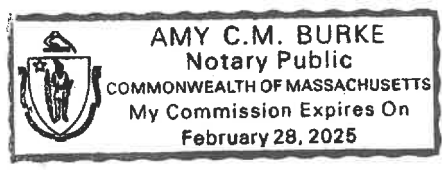
**PRINT AND SIGN**

PRINTED NAME: ERIC D. MYERS      APPLICANT/EMPLOYEE SIGNATURE: [Handwritten Signature]

**NOTARY INFORMATION**

On this 14th day of Sept, 2022, before me, the undersigned notary public, personally appeared Eric Myers (name of document signer), proved to me through satisfactory evidence of identification, which were driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

[Handwritten Signature] NOTARY



**DIVISION USE ONLY**

REQUESTED BY: [REDACTED]      SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-0614.



Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street, First Floor  
Boston, MA 02114

DEBORAH B. GOLDBERG  
TREASURER AND RECEIVER GENERAL

**CORI REQUEST FORM**

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

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

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	00033-PK-0430	LICENSEE NAME:	Shaw's Supermarkets Inc.	CITY/TOWN:	Franklin
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**APPLICANT INFORMATION**

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

**PRINT AND SIGN**

PRINTED NAME:	CODY M. PERDUE	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	----------------	-------------------------------	--

**NOTARY INFORMATION**

On this 9/13/22 before me the undersigned notary public, personally appeared Cody Perdue  
(name of document signer), proved to me through satisfactory evidence of identification, which were [REDACTED]  
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

**DIVISION USE ONLY**

REQUESTED BY:	[REDACTED]
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

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



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SHAWS SUPERMARKET INC  
390 WEST ST STE 1  
MANSFIELD MA 02048-1170

000036

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, SHAWS SUPERMARKET INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### *Visit us online!*

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



404179998

Rosalin Acosta  
SECRETARY

Connie C. Carter  
INTERIM DIRECTOR

SHAW'S SUPERMARKETS, INC.  
Attn: ATTN: PAYROLL  
P.O. BOX 600  
EAST BRIDGEWATER, MA 02333

EAN: 00097130  
September 26, 2022

Certificate Id:62973

The Department of Unemployment Assistance certifies that as of 9/26/2022 ,SHAW'S SUPERMARKETS, INC. is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Connie C. Carter, Interim Director

Department of Unemployment Assistance



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

Date Issued: March 12,  
2019  
Record #: 36987  
Certificate #: 19-57

## BUSINESS VERIFICATION CERTIFICATE

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

Shaw's # 3581 is conducted at: 255 EAST CENTRAL ST

by the following person:

**FULL NAME**

**RESIDENCE**

Albertson's Companies/NASC. tax@ safeway.com P.O Box 29096- Mailstop 6531, Pheonix, AZ 85027

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

**Expiration Date:** 03-13-2023

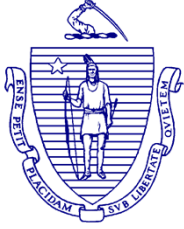
*Signature on file*  
\_\_\_\_\_  
Business Owner Signature #1

\_\_\_\_\_  
Business Owner Signature #2

*Teresa M. Burr*  
\_\_\_\_\_  
A True Attest Copy  
Teresa M. Burr  
Town Clerk

To learn more, scan this barcode or visit [franklinma.viewpointcloud.com/#!/records/39077](http://franklinma.viewpointcloud.com/#!/records/39077)





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

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

**Applicant Information**

**Please Print Legibly**

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

Address: 255 East Central Street

City/State/Zip: Franklin, MA 02038 Phone #: 508-520-6880

**Are you an employer? Check the appropriate box:**

1.  I am a employer with 100 employees (full and/or part-time).\*
2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

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

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

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

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

Insurance Company Name: ACE American Insurance Company

Insurer's Address: 436 Walnut Street P.O. Box 1000

City/State/Zip: Philadelphia, PA 19016-3703

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: \_\_\_\_\_

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

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

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

Signature: [Signature] Date: 10/6/2021

Phone #: 508-245-3189

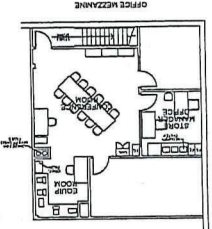
**Official use only. Do not write in this area, to be completed by city or town official.**

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

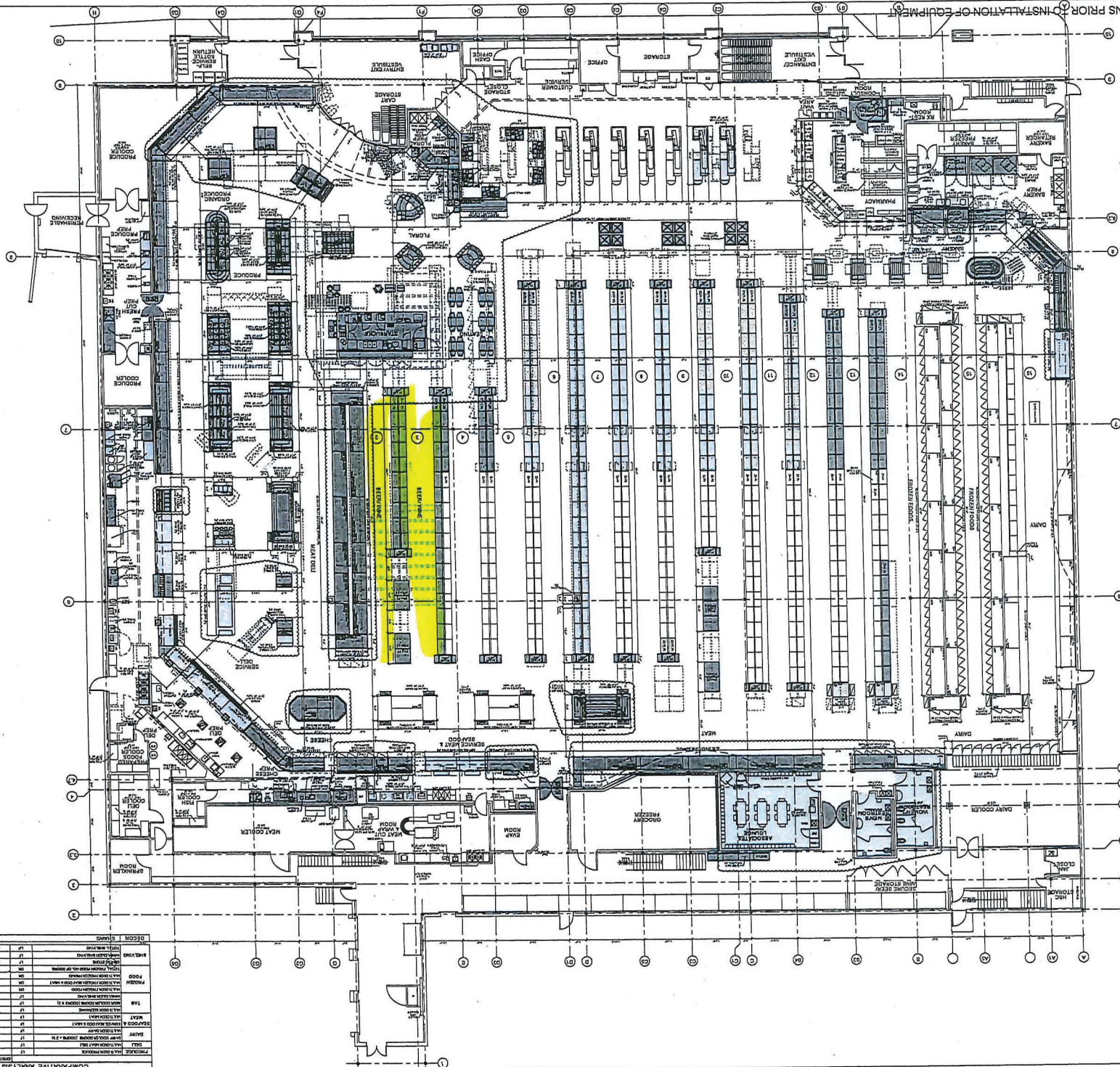
**Issuing Authority (circle one):**

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

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_



FIELD VERIFY ALL CONDITIONS PRIOR TO INSTALLATION OF EQUIPMENT



**F1.1**  
 FIXTURE PLAN  
 03581 (7581)  
**SHAW'S**  
 FRANKLIN  
 03581 (7581)  
 255 EAST CENTRAL STREET  
 FRANKLIN, MA

- REMOVED
- EXISTING
- RELOCATED
- NEW
- REPLUS
- NEW
- RELOCATED
- REPLUS
- REMOVED
- RELOCATED
- REPLUS
- NEW
- RELOCATED
- REPLUS
- NEW
- RELOCATED
- REPLUS

**COMPARATIVE ANALYSIS**  
 (REVISED) 10/10/01  
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE AISLE UNLESS OTHERWISE NOTED.  
 5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROW UNLESS OTHERWISE NOTED.  
 6. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE COLUMN UNLESS OTHERWISE NOTED.  
 7. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROW AND COLUMN UNLESS OTHERWISE NOTED.  
 8. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROW AND COLUMN AND AISLE UNLESS OTHERWISE NOTED.  
 9. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROW AND COLUMN AND AISLE AND MEATLINE UNLESS OTHERWISE NOTED.  
 10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROW AND COLUMN AND AISLE AND MEATLINE AND DAIRY UNLESS OTHERWISE NOTED.  
 11. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROW AND COLUMN AND AISLE AND MEATLINE AND DAIRY AND PRODUCE UNLESS OTHERWISE NOTED.  
 12. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROW AND COLUMN AND AISLE AND MEATLINE AND DAIRY AND PRODUCE AND MEAT UNLESS OTHERWISE NOTED.  
 13. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROW AND COLUMN AND AISLE AND MEATLINE AND DAIRY AND PRODUCE AND MEAT AND BAKERY UNLESS OTHERWISE NOTED.  
 14. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROW AND COLUMN AND AISLE AND MEATLINE AND DAIRY AND PRODUCE AND MEAT AND BAKERY AND PHARMACY UNLESS OTHERWISE NOTED.  
 15. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROW AND COLUMN AND AISLE AND MEATLINE AND DAIRY AND PRODUCE AND MEAT AND BAKERY AND PHARMACY AND OFFICE UNLESS OTHERWISE NOTED.  
 16. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROW AND COLUMN AND AISLE AND MEATLINE AND DAIRY AND PRODUCE AND MEAT AND BAKERY AND PHARMACY AND OFFICE AND MEZZANINE UNLESS OTHERWISE NOTED.  
 17. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROW AND COLUMN AND AISLE AND MEATLINE AND DAIRY AND PRODUCE AND MEAT AND BAKERY AND PHARMACY AND OFFICE AND MEZZANINE AND STAIRS UNLESS OTHERWISE NOTED.  
 18. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROW AND COLUMN AND AISLE AND MEATLINE AND DAIRY AND PRODUCE AND MEAT AND BAKERY AND PHARMACY AND OFFICE AND MEZZANINE AND STAIRS AND ELEVATOR UNLESS OTHERWISE NOTED.  
 19. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROW AND COLUMN AND AISLE AND MEATLINE AND DAIRY AND PRODUCE AND MEAT AND BAKERY AND PHARMACY AND OFFICE AND MEZZANINE AND STAIRS AND ELEVATOR AND ENTRANCE UNLESS OTHERWISE NOTED.  
 20. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROW AND COLUMN AND AISLE AND MEATLINE AND DAIRY AND PRODUCE AND MEAT AND BAKERY AND PHARMACY AND OFFICE AND MEZZANINE AND STAIRS AND ELEVATOR AND ENTRANCE AND DRIVE UNLESS OTHERWISE NOTED.

NO.	DESCRIPTION	QTY	UNIT	DATE
1	MEATLINE	1	LINEAL FOOT	10/10/01
2	DAIRY	1	LINEAL FOOT	10/10/01
3	PRODUCE	1	LINEAL FOOT	10/10/01
4	MEAT	1	LINEAL FOOT	10/10/01
5	BAKERY	1	LINEAL FOOT	10/10/01
6	PHARMACY	1	LINEAL FOOT	10/10/01
7	OFFICE	1	LINEAL FOOT	10/10/01
8	MEZZANINE	1	LINEAL FOOT	10/10/01
9	STAIRS	1	LINEAL FOOT	10/10/01
10	ELEVATOR	1	LINEAL FOOT	10/10/01
11	ENTRANCE	1	LINEAL FOOT	10/10/01
12	DRIVE	1	LINEAL FOOT	10/10/01



# Town of Franklin

355 East Central Street  
Franklin, Massachusetts 02038-1352



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

OFFICE OF THE TOWN ADMINISTRATOR

## Memorandum

October 14, 2022

To: Town Council

From: Jamie Hellen, Town Administrator

Alecia Alleyne, Assistant to the Town Administrator

**Re: Resolutions 22-64 & 22-65: Schmidt's Farm Appropriation of Funds & Right of First Refusal**

---

Please see the attached overview powerpoint presentation as presented at the October 4th Community Preservation Committee (CPC) meeting and the October 5th public hearing before the Town Council.

We have also attached the proposed Purchase and Sale agreement.

The Council will be required to do two roll call votes this evening, one to exercise the right of first refusal under Chapter 61A AND approve the purchase and sale.

The Planning Board meets Monday, October 17th to hold a hearing on the definitive subdivision plan. The Finance Committee meets on October 18th at Noon via Zoom to evaluate the Schmidt Farm financial proposal.

If anyone has any questions let me know.



# Town of Franklin

“Schmidt Farm”

Chapter 61A Right of First Refusal  
(ROFR) Public Hearing

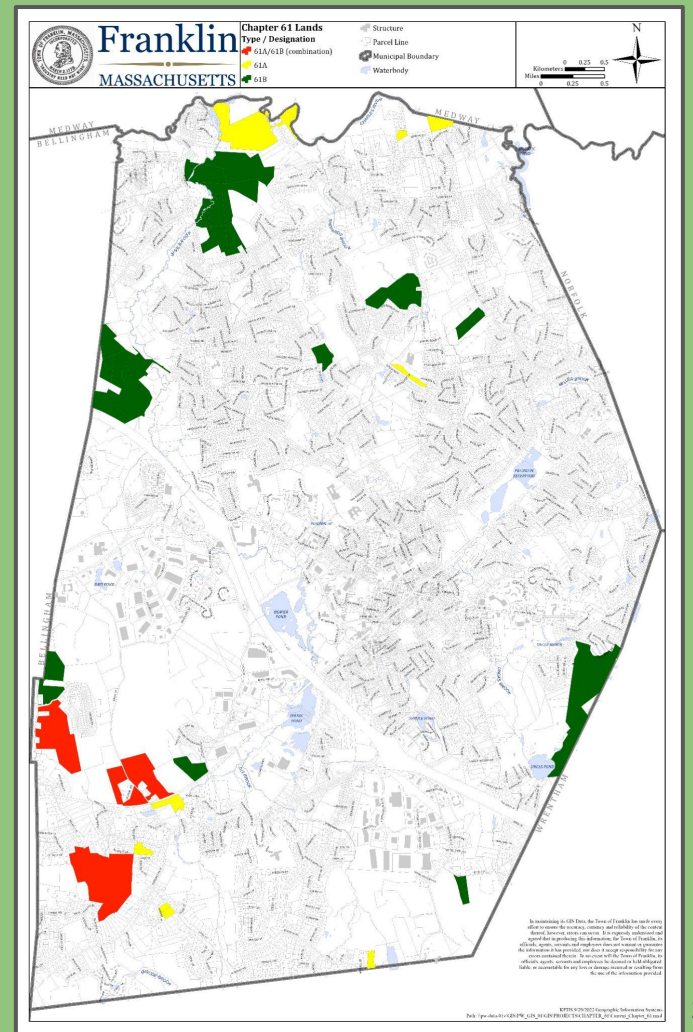
Community Preservation Committee  
October 4, 2022

Franklin Town Council Meeting  
October 5, 2022

Jamie Hellen, Town Administrator

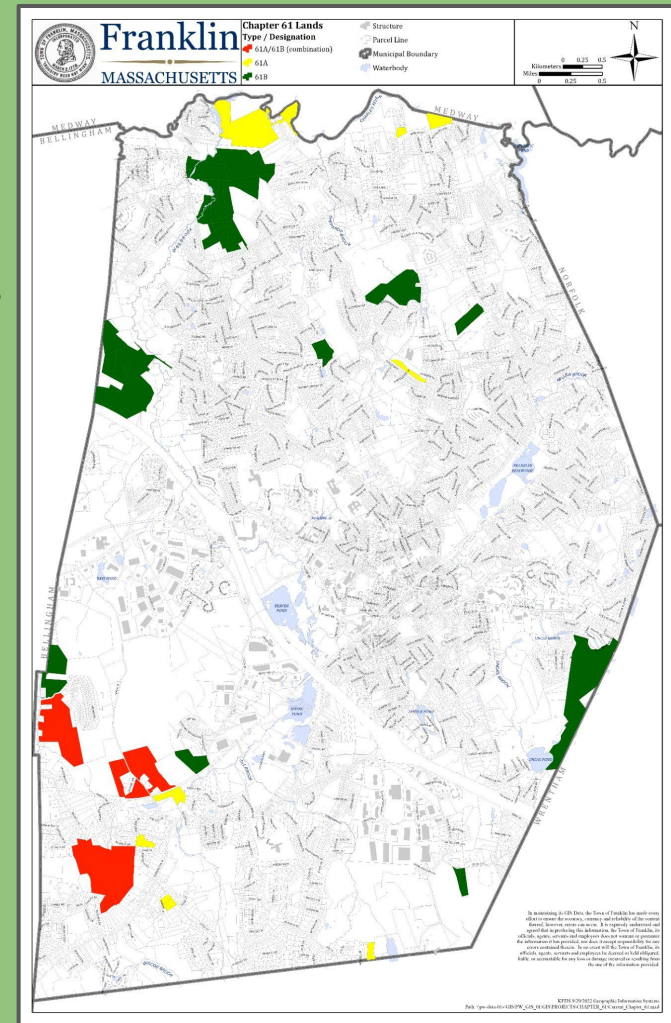
# Chapter 61 Overview

- [Chapters 61, 61 A and 61B](#) of the Massachusetts General Laws.
- Chapters 61 is basically property tax “breaks” (“deference”) to maintain productive agricultural, forested or passive recreation uses for private landowners who have eligible parcels (5 acres or greater).
- Franklin has over 1,200 acres enrolled in Chapters on about 20 blocks of land (58 properties).
- For more on Chapters 61, visit Mass Association of Conservation Commission [here](#)



# Chapter 61 Overview

- Two 61 statutory avenues toward a ROFR:
  - 120 days Right of First Refusal after a project has been permitted
    - Example: Maple Hill
  - 120 days Right of First Refusal after a property has been declared for a change of use and properly appraised through a statutory process.
    - Example: Schmidt Farm.
- Process involves a long, cumbersome statutory appraisal process that has taken over a year to document & complete.



# Schmidt Farm 61A Right of First Refusal

- One parcel considered for purchase (113 +/- total acres)
  - Parcel ID: 325-033-000-000 enrolled in Chapter 61A.
  - Price: \$3,800,000.
- Abuts additional town owner open space
  - 7.5 acres Off Bald Hill - Parcel ID: 338-035-000-000
  - 1.6 acres at 65 Prospect Street - Parcel ID: 326-049-000-000
- Has very few access or connectivity points.
  - Many access easements and topography issues. Relatively land locked.
- The seller will be retaining 2 +/- acres for their own use/home.



- Proposed Land to Purchase
- 2.16 +/- acres to remain for Schmidt Family
- Parcel Line



In maintaining its GIS Data, the Town of Franklin has made every effort to ensure the accuracy, currency and reliability of the content thereof; however, errors can occur. It is expressly understood and agreed that in producing this information, the Town of Franklin, its officials, agents, servants and employees does not warrant or guarantee the information it has provided, nor does it accept responsibility for any errors contained herein. In no event will the Town of Franklin, its officials, agents, servants and employees be deemed or held obligated, liable, or accountable for any loss or damage incurred or resulting from the use of the information provided.

# Schmidt Parcel

- One home will be permitted on one two-acre lot.
- Seller is responsible for the removal of debris and hazardous materials.
- Transition period: Has until July 1, 2023 to maintain residence in the current structure, while his family constructs their house.
- Additional 60-day option.
- Will maintain property (lawn, etc)

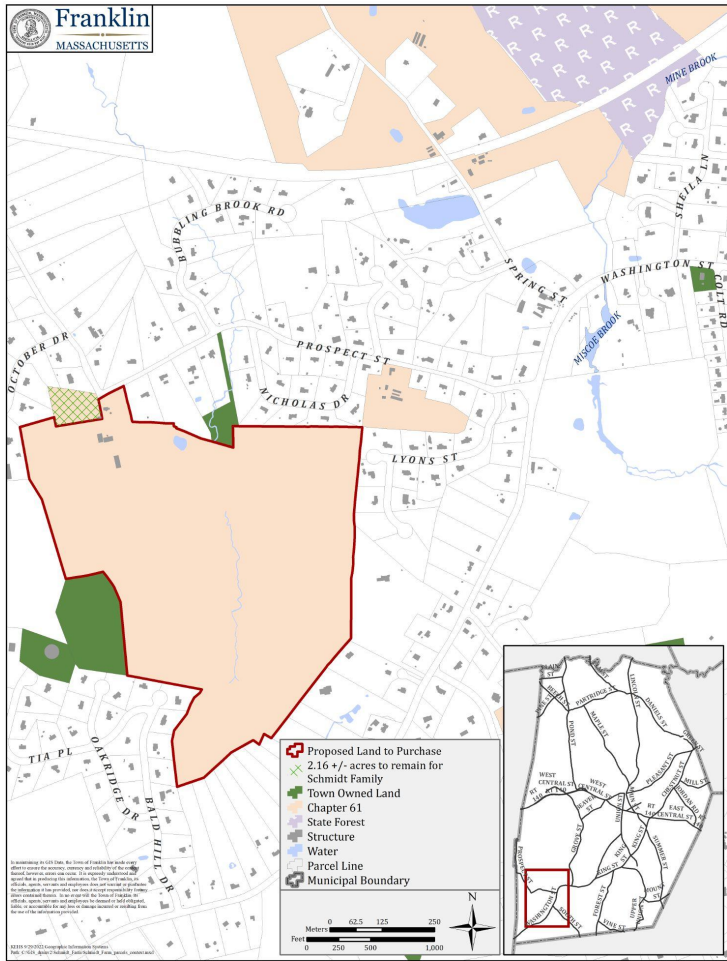


2.16 +/- acres to remain  
for the Schmidt family



# Schmidt Farm











## Satellite View

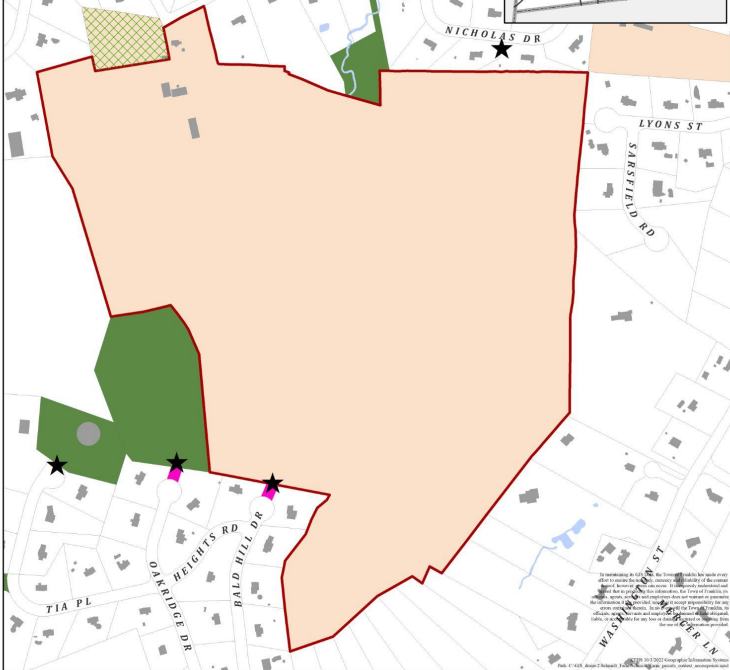
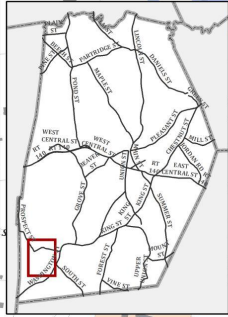


# Schmidt Farm

- Schmidt Farm is one of the last and largest contiguous parcels of open space in town.
- While management decisions are **far** from complete, one can envision a dedicated part-time caretaker position within the Environmental Affairs Division of the DPW.
- Potential leasing opportunities on two spaces. Potential CSA opportunities.
- Potential community garden.
- Potential for Pollinator pastures, meadows, hiking trails.



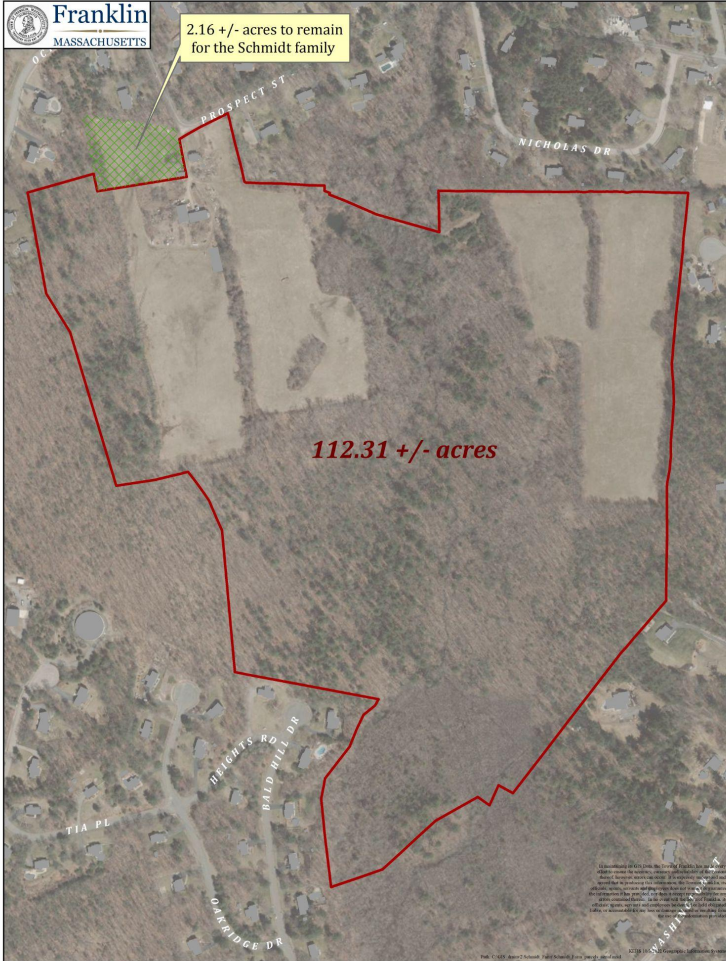
-  Town Owned Land
-  Proposed Land to Purchase
-  2.16 +/- acres to remain for Schmidt Family
-  Chapter 61
-  Existing Roadway Easement
-  Access point
-  Structure
-  Water
-  Parcel Line
-  Municipal Boundary



# Schmidt Farm

- Connection to an additional nine acres. Build a trails network.
- A map of possible access points to the property (starred). Bald Hill Drive. Nicholas Drive. All would require private negotiations - passive recreation, only etc.
- Town would attempt to keep the Barn.
- Town would demolish the home.
- Along the Pan Mass Challenge Route!
- Definitive Subdivision plan will go before Planning Board on October 17th.

2.16 +/- acres to remain  
for the Schmidt family



# Schmidt Farm

- Represents one of the last and largest parcels in Town remaining for agricultural purposes and rolling hills.
- 2016 [Open Space Master Plan](#) top priority.
  - Goal #2, Objective #2.2. Many other goals are achieved through this acquisition.
  - [2017 Chapter 61 Analysis](#).
- 2013 Master Plan prioritizes open space.
- Annual goal set by the Town Council and Town Administrator.



- Proposed Land to Purchase
- Town Owned Land
- Parcel Line



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- # Schmidt Farm
- Bald Hill Drive  
Oakridge Drive
- Abuts town land





# Schmidt Farm

Nicholas Drive  
Lyons Street

In maintaining its GIS Data, the Town of Franklin has made every effort to ensure the accuracy, currency and reliability of the content thereof, however, errors and omissions do exist. It is expressly acknowledged and agreed that in producing this information, the Town of Franklin, its officials, agents, servants and employees does not warrant or guarantee the information it has provided, nor does it accept responsibility for any errors contained therein. In no event will the Town of Franklin, its officials, agents, servants and employees be deemed or held obligated, liable, or accountable for any loss or damage incurred or resulting from the use of the information provided.



 Proposed Land to Purchase  
 Parcel Line






In obtaining this GIS Data, the Town of Franklin has made every effort to ensure the accuracy, currency and reliability of the content thereof, however errors can occur. It is expressly understood and agreed that by purchasing this information, the Town of Franklin, its officials, agents, servants and employees does not warrant or guarantee the information it has provided, nor does it accept responsibility for any errors contained herein. In no event will the Town of Franklin, its officials, agents, servants and employees be deemed or held obligated, liable, or accountable for any loss or damage incurred or resulting from the use of the information provided.

# Schmidt Farm

Sarsfield Street  
Washington Street



-  Proposed Land to Purchase
-  2.16 +/- acres to remain for Schmidt Family
-  Parcel Line



# Schmidt Farm

## Prospect Street

In maintaining its GIS Data, the Town of Franklin has made every effort to ensure the accuracy, currency and reliability of the content thereof, however, errors can occur. It is expressly understood and agreed that in producing this information, the Town of Franklin, its officials, agents, servants and employees does not warrant or guarantee the information it has provided, nor does it accept responsibility for any errors contained therein. In no event will the Town of Franklin, its officials, agents, servants and employees be deemed or held obligated, liable, or accountable for any loss or damage incurred or resulting from the use of the information provided.

# Schmidt Farm 61A Right of First Refusal

## Financial model

- \$3,800,000 million, 20-year borrowing using Community Preservation funds. This purchase has no impact on the Town's operating budget.
- Annual Debt & Interest payment = estimate \$361,000/year, 20 years.
  - Assumes 4.5% interest rate
    - The Town just received 3.45% in May 2022.
  - Total Principal = \$3,800,000 million
  - Total Interest = \$1,795,500 million
  - Due to level principal payments, interest declines over the 20 years.
- These are **estimates** until the true borrowing occurs. Anticipated Fall 2022.
- Full sample schedules on next slide.

# Schmidt Farm 61A Right of First Refusal

## Financial model

<b>3.8MM 20 years</b>					
<b>Interest Rate</b>	<b>Principal</b>	<b>Interest</b>	<b>Year One Payment</b>	<b>Projected Total payments over term</b>	<b>Interest Only</b>
3.75	190,000.00	142,500.00	332,500.00	5,296,250.00	1,496,250.00
4.00	190,000.00	152,000.00	342,000.00	5,396,000.00	1,596,000.00
4.25	190,000.00	161,500.00	351,500.00	5,495,750.00	1,695,750.00
4.50	190,000.00	171,000.00	361,000.00	5,595,500.00	1,795,500.00



# Open Space Resources & Links

- 2016 Open Space Plan - [click here.](#)
- 2013 Master Plan - [click here.](#)
- 2020 Master Plan Update - [click here.](#)
- Charles River Meadowlands Report - [click here.](#)
- [Axis GIS](#) (all detailed property information)
- Town of Franklin Recreation Maps:
  - [Overall Recreation Story Map](#)
  - [Trail & Hiking Story Map](#)
  - [Open Space Map 2020](#)



# Questions, Comments, Public Input



END Slideshow

Prepared By:

**Rubenstein and Associates**  
10 Speen Street, First Floor  
Framingham, MA 01701

**STANDARD FORM  
PURCHASE AND SALE AGREEMENT**

**Dated: this 14th day of September, 2022**

1. PARTIES AND  
MAILING  
ADDRESSES

**Schmidt's Farm, Inc.**, a Massachusetts Corporation, with a business address at 215 Prospect Street, Franklin, MA 02038 hereinafter called SELLER, agrees to SELL and **Town of Franklin**, a municipal corporation with offices located at 355 East Central Street, Franklin, MA hereinafter called the BUYER OR PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises: **a portion 215 Prospect Street, Franklin, MA 02038**

2. DESCRIPTION

Land, together with buildings and improvements, located @ 215 Prospect St, Franklin and described in a deed recorded @ Norfolk County Registry of Deeds in Book 11712 @ Page 405, containing 115 acres according to said deed, excluding therefrom approx. two acres together with access thereto shown as Lot 1 and Parcel A respectively on plan of land, a copy of which is attached hereto as "Exhibit A"

3. BUILDINGS,  
STRUCTURES,  
IMPROVEMENTS,  
FIXTURES

All current structures in their as is condition.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee(s) designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such Deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the full and

unrestricted access from the parcel's frontage to all remaining land which comprises the parcel.

- 5. PLANS  
If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
- 6. REGISTERED TITLE  
In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
- 7. PURCHASE PRICE  
The agreed purchase price for said premises is **\$3,800,000.00**, of which  
**\$0.00** with initial offer to purchase  
**\$0.00** with the Purchase & Sale Agreement  
**\$3,800,000.00** are to be paid at the time of delivery of the deed or by certified, cashier's, treasurer's or bank check(s)  
**\$3,800,000.00 Total**
- 8. TIME FOR PERFORMANCE;  
DELIVERY OF DEED  
Such deed is to be delivered at **10:00 o'clock pm** on or before **November 21, 2022**, at Franklin Municipal Building, Town Administrator's Office at 355 East Central Street, Franklin, MA, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.
- 9. POSSESSION AND CONDITION OF PREMISE  
Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
- 10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM  
If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, ~~then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to~~ **shall** use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and ~~thereupon~~ the time for performance hereof shall be extended for a period

of as reasonably needed, up to thirty (30) days.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER's ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

<i>Type of Insurance</i>	<i>Amount of Coverage</i>
(a) Fire and Extended Coverage	\$ as presently insured

(b)

16. ADJUSTMENTS ~~Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall not be adjusted until the Seller vacate the premises, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.~~
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE Not applicable; no real estate broker involved.
19. BROKER(S) WARRANTY Not applicable; no real estate broker involved.
20. DEPOSIT Not applicable.
21. BUYER'S DEFAULT DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages ~~unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing.~~ **and this shall be the SELLER'S sole and exclusive remedy at law and in equity.**
22. RELEASE BY HUSBAND OR WIFE Not applicable.
23. BROKER AS PARTY Not applicable; no real estate broker involved.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS  
The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):  
**None.**
26. MORTGAGE CONTINGENCY CLAUSE  
Not applicable.
27. CONSTRUCTION OF AGREEMENT  
This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.
28. LEAD PAINT LAW  
Not applicable, taken as unimproved land.
29. SMOKE DETECTORS/CARBON MONOXIDE DETECTORS  
Not applicable; taken as unimproved land.
30. ADDITIONAL PROVISIONS  
The initialed riders, if any, attached hereto, are incorporated herein by reference:  
**- See attached Addendum "A".**

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

\_\_\_\_\_  
Town of Franklin, by its Town Administrator, duly-authorized, Jamie Hellen

\_\_\_\_\_  
Schmidt's Farm, Inc., John A. Schmidt, President



## **Addendum A**

This Addendum modifies, amends, and changes the Purchase and Sale Agreement and supersedes the same to the extent set forth herein. In the event there are any conflicts between the Purchase and Sale Agreement and this Addendum, this Addendum shall control.

1. Buyer and Seller hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this agreement and throughout this transaction.
2. Pursuant to paragraph 10 of the Purchase and Sale Agreement, the following language shall be added at the end of the paragraph "In no event shall the Seller be obligated in excess of \$2,500 to cure title, exclusive of the payment of mortgages or voluntary liens."
3. Pursuant to paragraph 14 of the Purchase and Sale Agreement, the following language shall be added to the end of the paragraph "However, discharges for institutional mortgages may be obtained within a reasonable period of time after delivery of deed in accordance with local conveyancing custom."
4. The Buyer acknowledges and agrees that the Seller has made no warranties or representations on which Buyer has relied as to the condition, past, present or future of the premises, other than those contained in this Agreement. The seller states that any facts, in such forms, to the extent supplied by the Seller, are accurate according to the Seller's actual knowledge of the statements therein and Seller makes no representations concerning the accuracy of facts provided by the realtor(s) or broker(s) unless expressly incorporated into this Agreement. Buyer acknowledges they have waived opportunity has been given to conduct an inspection without restrictions by an expert of their own choosing, and that such an inspection has taken place. Buyer acknowledges that they are fully satisfied with the condition of the premises and are accepting the premises "as is" in its current condition, reasonable wear and tear between the date hereof and closing, excepted.
5. The Seller and Buyer each represent that they have not dealt with any real estate broker in connection with this transaction, nor were they directed to each other as a result of any services or facilities of any real estate broker except for the brokers set forth herein and Buyer and Seller agree that each will hold harmless and indemnify the other from any and all claim, loss, damage, costs or, liability and expense including reasonable attorney fees incurred by Buyer or Seller as a result of the failure of this representation. The provisions of this paragraph shall survive the delivery if the deed.
6. Notwithstanding anything provided for in this agreement, the Buyer represents that their purchase of the premises is not contingent upon the sale of any of their personal property or real estate.
7. This agreement supersedes all prior agreements and other understandings between the parties and represents the complete and full agreement of the parties hereto. All prior offers and agreements between the parties with respect to the transactions contemplated hereby and any such prior offers or agreements are null and void.
8. In order to facilitate the execution of such documents extending the time for performance of any event or notice that may be given under this agreement, each undersigned hereby authorizes his or her respective attorney to assent and execute on that party's behalf, any agreement extending the time for performance of any event or of any notice that may be given under this agreement.

9. Any title matter or practice arising under or relating to this agreement which is a subject of a title or practice standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.
10. Pursuant to paragraph 9 of The Purchase and Sale Agreement, the following language shall be added "The property shall be delivered free from seller's possessions and in broom clean condition on the date of the closing specifically including all personal property (including the interior and exterior farm house, shed, Quonset Hut, barn as well as farm equipment including but not limited to pile of wood debris(pallets), tires, other vehicle parts, tools, scrap metal or other ancillary property and debris, All fixtures shall remain."
11. The Seller has no knowledge and has received no notice of any violations of any environmental law respecting the premises and has no knowledge of the existence of any underground fuel or oil storage tanks on the premises. SELLER warrants and represents that it has not disposed of any petroleum, waste oil or other hazardous materials as defined by G.L. Chapter 21E on the property and that, to the best of its knowledge, the property does not contain any such hazardous materials.
12. The Seller agrees to allow the Buyer, his agent or designees to have access to the premises for the purpose of having inspections and taking measurements, etc. Such access shall only be at a reasonable time and in the presence of the Seller or the Seller's agent with at least 48 hours notice.
13. The Seller shall sign all documents customarily required by Buyer including but not limited to, the Settlement Statement, 1099 Form, UFFI Agreement, Smoke Detector Certification, Agreement to Reapportion Taxes, Mechanic's Lien Affidavit, etc.
14. Without limitation of any other provisions of this Agreement, said Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:
  - (a) All buildings, structures and improvements on the Premises, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s), way(s) or fixed property of any kind and all means of access to and egress from the Premises shall be wholly within the lot lines of the Premises and shall not encroach upon, over or under any property not within such lot lines or property of any other person or entity except by an indefeasible recorded easement;
  - (b) No building, structure, improvement, including, but not limited to, any driveway(s), garage(s), fence(s), shed(s), way(s) or fixed property of any kind encroaches upon, over or under the Premises from other premises except by an indefeasible recorded easement;
  - (c) Title to the Premises is insurable, for the benefit of the BUYER, by a title insurance company reasonably acceptable to BUYER, in a fee owner's policy of title insurance, at normal premium rates, on the American Land Title Association form currently in use, subject only to the exceptions permitted under Paragraph Four (4) of this Agreement and those printed exceptions to title normally included in the "jacket" to such form or policy;

(d) The Premises abut and have vehicular and pedestrian access to a public way, or private way to which there is access to a public way, duly laid out or accepted as such by the town or city in which the Premises are located and the Premises and all buildings and improvements thereon have unrestricted and unencumbered vehicular and pedestrian access to such public way;

(e) All improvements located on the premises have been constructed in accordance with any covenants or lot specific order of conditions governing same, and if required by said covenants or conditions, a recordable certificate of compliance issued by the Conservation Commission is to be delivered at closing unless previously recorded in the applicable Registry of Deeds.

It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, BUYER may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the Premises unacceptable or unmarketable and to terminate this Agreement.

15. Seller represents and agrees with Buyer as follows:

- A. Seller has the legal right, power and authority to enter into this agreement and to perform all of its obligations hereunder.
- B. There are no tenancies, occupancies or licenses in or to the premises.
- C. Seller has not commenced nor has Seller received notice of the commencement of any proceeding that would affect the present zoning classification of the premises. Seller will not initiate any such proceedings and will promptly notify Buyer if Seller receives notice of any such proceeding commenced by third parties.
- D. There is, to the best of the Seller's knowledge and belief no notice, suit, order, decree, claim, writ, injunction or judgment relating to material violations of any laws ordinances, codes, regulations or other requirements with respect to the premises in, of or by any court or governmental authority having jurisdiction over the Premises.
- E. There are no suits, actions or proceedings pending or threatened against Seller materially affecting the premises or Seller's right or power to consummate the transaction contemplated by this Agreement before any court or administrative agency or office that will not be removed simultaneously with the delivery of the deed.

16. SELLER warrants and represents that:

- A. It is a duly-organized and existing corporation under laws of Commonwealth of Massachusetts
- B. It has a right to do business within Commonwealth of Massachusetts and is in good standing with Massachusetts Secretary of State's office.
- C. It has no outstanding tax liabilities to either United States or Commonwealth of

Massachusetts.

D. John A. Schmidt is its President and has full authority to enter into and to consummate this transaction on its behalf.

2. SELLER further warrants and represents that:

A. Premises are not the subject of any outstanding agreements with any party pursuant to which any such party may acquire any interest in the premises, other than mortgagees.

B. SELLER has no knowledge of any litigation or proceeding, pending or threatened, against or relating to the premises.

C. SELLER has received no written notice from (A) any public authority that (i) the premises are not zoned for their present use, or (ii) there exists with respect to the premises any condition which violates any municipal, state or federal law, rule or regulation, or (B) any insurance carrier of the premises regarding any dangerous, illegal or other condition requiring any corrective action, that has not already been fully complied with.

D. To the best of the SELLER'S knowledge, all terms and conditions of recorded restrictive agreements applicable to the premises have been met.

3. SELLER hereby consents to a confirmatory taking if Town's attorney deems it necessary or desirable to clear title; in the event of a confirmatory taking, SELLER accepts the amount paid pursuant to this Agreement in full compensation and agrees that this provision constitutes a written waiver of any and all claims for further compensation or for damages, direct or indirect. This provision shall survive the delivery of the deed.

\_\_\_\_\_  
Town of Franklin, by its Town Administrator, duly  
authorized, Jamie Hellen

\_\_\_\_\_  
Schmidt's Farm, Inc., John A. Schmidt, President

## **USE AND OCCUPANCY AGREEMENT**

Premises at: 215 Prospect Street, Franklin, MA

Agreement made this \_\_\_\_ day of September, 2022 by and between

Schmidt's Farm, Inc. (hereinafter "Seller") and Town of Franklin (hereinafter "Buyer").

In consideration of mutual covenants herein contained, it is hereby agreed as follows:

- 1. Buyers shall permit Sellers to occupy the premises from the time for performance pursuant to paragraph 8 of the Standard Form Purchase to on or before July 1, 2023. Sellers shall vacate the premises on or before noon, July 1, 2023. If the foundation for a new house has been poured by the Sellers by June 1, Seller shall have the unilateral right to extend the occupancy period up to 60 days. Notice shall be given in writing and delivered to the Buyer as noted above prior to June 1, 2023**
- 2. Buyers and Sellers agree that Sellers shall occupy said real estate under the terms of this Agreement and that no tenancy at will or any other form of tenancy is or shall be created.**
- 3. Seller agrees to pay Buyer the sum of \$0.00 per day for the use occupancy period pursuant to paragraph 1 above. Should Seller remain in said premises beyond said date in contravention of the terms of this Agreement then Seller shall pay Buyer a penalty in the amount of \$250 per day until the Seller vacates said premises. This penalty shall in no way vitiate Seller's obligation to vacate said premises.**
- 4. Sellers will place the sum of \$10,000.00 in escrow with Buyer's attorney to be applied toward any damages to the Buyer as provided for herein, including any penalties the Sellers incur and any expenses incurred by Buyers, including attorney fees in securing removal of Seller from the premises and any damage to the premises as provided for herein. Any balance remaining shall be forwarded to the Sellers and any balance due shall remain an obligation of the Sellers and be paid immediately to the Buyers.**
- 5. During the time Sellers occupy the premises, the Sellers shall pay for all utilities, including heat and electricity.**
- 6. The Buyers shall have no responsibility for the safety and welfare of any persons or items of personal property which may enter, be moved into, or be now on said real estate and Sellers agree to indemnify and hold the Buyers harmless and assume the sole risk for the safety and welfare of all such persons or items during the entire period of Seller's occupancy. The Seller agrees to maintain sufficient personal property and liability insurance for the period of this agreement.**
- 7. The Sellers shall at all times keep and maintain the premises and all equipment and fixtures therein or used therewith repaired, whole and of the same kind, quality and**

**description, and in such same or similar repair, order and condition as they were in when the Purchase and Sale Agreement was signed as well the landscaping to its current standards, or as may be put in thereafter, reasonable wear and tear only excepted. The terms of paragraph 9 of the Standard Form Purchase and Sale agreement shall apply to the paragraph and shall survive the delivery of the deed.**

- 8. Seller's shall be responsible for Buyers cost, including but not limited to, reasonable attorney's fees, of enforcing the terms of this Agreement.**
- 9. The Buyers shall have reasonable access to the property only upon reasonable notice. Buyer shall have the right to install a gate and signage to secure the property from trespassers as well as the general public. The Seller shall have access to the lock of said gate or said gate shall not be place where it materially interferes with Seller's usage during the described use time.**
- 10. It is further agreed and understood by both parties that the escrow shall be held by the Buyer's attorney in a non interest bearing account per the terms of this agreement and in the event of any disputes, the Buyers and Sellers agree to indemnify and hold harmless said escrow agent.**

**Executed as a sealed instrument this**

**day of September 2022.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Buyer(s)**

\_\_\_\_\_  
**Seller(s)**



**TOWN OF FRANKLIN  
RESOLUTION 22-64**

**APPROPRIATING FUNDS BY BORROWING TO PAY  
COSTS OF LAND ACQUISITION:  
LAND OF SCHMIDT'S FARM, INC. OFF PROSPECT STREET**

**WHEREAS,** the Town of Franklin, acting by and through the Franklin Town Council, desires to acquire by purchase the land of Schmidt's Farm, Inc. off Prospect Street, Title reference: deed recorded at Norfolk County Registry of Deeds in Book 11712 at page 405 containing 115 acres more or less, according to said deed, and Town intends to acquire all of said land, excepting approximately two acres, together with access thereto to be reserved by Landowner for an agreed upon purchase price of three million, eight hundred thousand dollars (\$3,800,000); and

**WHEREAS,** Town's Community Preservation Committee has voted to recommend that Town fund said land purchase by borrowing, a provided in GL Chapter 44B Section 11,

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

- (1) Three million, eight hundred thousand dollars (\$3,800,000) is appropriated to pay costs of purchasing the land of Schmidt's Farm, Inc. and for the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer-Collector with the approval of the Town Administrator is authorized to borrow \$3,800,000, at one time or from time to time, under GL Chapter 44B Section 11, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor.
- (2) This Resolution shall become effective according to the provisions of the Town of Franklin Home Rule Charter.

**DATED:** \_\_\_\_\_, 2022

**VOTED:** \_\_\_\_\_

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

**A TRUE RECORD ATTEST:**

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

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

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

**Nancy Danello, CMC  
Town Clerk**

\_\_\_\_\_  
**Glenn Jones, Clerk**



## TOWN OF FRANKLIN

### RESOLUTION 22- 65

**TOWN OF FRANKLIN'S EXERCISE OF TOWN'S  
CHAPTER 61A, SECTION 14 FIRST REFUSAL OPTION,  
RE: LAND OF SCHMIDT'S FARM, INC. OFF PROSPECT  
STREET, NORFOLK COUNTY REGISTRY OF DEEDS  
TITLE REFERENCE: BOOK 11712, PAGE 405**

**WHEREAS**, Schmidt's Farm, Inc., a duly-organized Massachusetts business corporation is the titleholder of record (hereinafter: "Landowner") of a parcel of land described in a deed recorded at Norfolk County Registry of Deeds in Book 11712 at Page 405, containing a total of 115 acres, more or less according to said deed, said land also being shown on Town of Franklin Assessor's Map 325 as Lot 3 and also being shown on a plan of land captioned "Definitive Subdivision Plan of Land Schmidt's Farm, Inc. 215 Prospect Street Franklin Massachusetts" dated September 21, 2022 prepared by Guerriere & Halnon, Inc. on file with the Town of Franklin, Town Clerk's Office (hereinafter: "Land"), and

**WHEREAS**, Landowner has placed "Land" under the provisions of G.L. Chapter 61A as agricultural land, and

**WHEREAS**, G.L. Chapter 61A, Section 14 provides that in the event of an intended conversion of agricultural land, without sale, to a nonagricultural use, a municipality has a first refusal option to purchase said land, and

**WHEREAS**, Landowner has given written notice to Town of Franklin (hereinafter "Town") of its intent to convert "Land", and

**WHEREAS**, G.L. Chapter 61A, Section 14 further provides that, in the event of an intended conversion of agricultural land without sale, the parties are to employ a specified appraisal process to arrive at an agreed-upon price and Landowner and Town have done so, and

**WHEREAS**, the Franklin Town Council held a public hearing on October 5, 2022 in accordance with the provisions of G.L. Chapter 61A, Section 14, and

**WHEREAS**, by Resolution 22-64 the Franklin Town Council appropriated a sum of money, to acquire "Land" through Town's exercise of its first refusal option, said appropriation to be met by borrowing pursuant to the provisions of G.L. Chapter 44B, Section 11.

**NOW THEREFORE, BE IT RESOLVED** by the Franklin Town Council, on behalf of the Town of Franklin, as follows:

1. The Town of Franklin hereby exercises its first refusal option to purchase "Land", as described above, excepting only approximately two acres, together with access thereto to be reserved by Landowner to construct a single-family residence for its principal, said reserved land and access shown as Lot 1 and Parcel A, respectively on the above-referenced plan of land for the purchase price of three million, eight hundred thousand dollars (\$3,800,000).



2. The Franklin Town Council directs that a copy of this vote be mailed to Schmidt's Farm, Inc. ("Landowner") by certified mail as notice of Town's exercise, together with a copy of Town's proposed purchase and sales agreement described in the next paragraph and that an attested copy of this vote also be recorded at Norfolk Registry of Deeds, all as provided in G.L. Chapter 61A, Section 14.
  
3. The Franklin Town Council hereby approves the proposed purchase and sales agreement for Town's purchase of "Land" from Landowner and directs that a copy accompany the notice to Landowner of Town's exercise of its first refusal option, as provided in G.L. Chapter 61A, Section 14.
  
4. The Franklin Town Council authorizes and directs the Town Administrator, in consultation with the Town Attorney, to negotiate any revision(s) to the terms, and conditions of the purchase and sales agreement with Landowner and to execute same and further authorizes the Town Administrator to execute any other documents and to take any and all other action necessary to consummate Town's purchase of "Land".

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

**DATED:** \_\_\_\_\_, 2022

**VOTED:** \_\_\_\_\_

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

**A TRUE RECORD ATTEST:**

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

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

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

**Nancy Danello, CMC  
Town Clerk**

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

# Town of Franklin

355 East Central Street  
Franklin, Massachusetts 02038-1352



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

OFFICE OF THE TOWN ADMINISTRATOR

## Memorandum

October 14, 2022

To: Town Council  
From: Jamie Hellen, Town Administrator  
Alecia Alleyne, Assistant to the Town Administrator

**Re: Resolution 22-66: FY23 Community Preservation Appropriation of Funds - Red Brick School House**

---

The action before the Town Council is to approve Resolution 22-66, to appropriate \$50,000 from Community Preservation for Red Brick School House renovations. We originally designed and priced out this project in March, but by the time the project went out to bid, costs had increased. This appropriation is to cover the additional \$50,000.

The CPC approved this appropriation unanimously (8-0) at their October 4th meeting.

As everyone knows the work has begun!

Please let us know if you have any questions.



**TOWN OF FRANKLIN**

**RESOLUTION NO.:** 22 - 66

**APPROPRIATION:** FY23 Community Preservation Appropriation of Funds - Red Brick School House

**TOTAL REQUESTED:** \$50,000

**PURPOSE:**

To appropriate from Community Preservation available funds the following amounts, as recommended by the Community Preservation Committee, for community preservation projects in fiscal year 2023:

<u>Source</u>	<u>Purpose</u>	<u>Amount</u>
Historic Preservation Reserve	Red Brick School House - Exterior Preservation	\$36,640
Budgeted Reserve	Red Brick School House - Exterior Preservation	<u>\$13,360</u>
	Total	\$50,000

**Community Preservation Committee Recommendation**

**Meeting Date:** 10-04-2022      **Vote:** Approved 8-0      **Recommended Amount:** \$50,000

**MOTION**

Be It Moved and Voted by the Town Council that the sum of Fifty Thousand Dollars (\$50,000) be appropriated from the Community Preservation Reserves, in the amounts and sources listed above, for the exterior preservation of the historic Red Brick School House.

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

**DATED:** \_\_\_\_\_, 2022

**VOTED:**

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

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

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

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

**A True Record Attest:**

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

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

# Town of Franklin

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OFFICE OF THE TOWN ADMINISTRATOR

## Memorandum

October 14, 2022

To: Town Council  
From: Jamie Hellen, Town Administrator  
Alecia Alleyne, Assistant to the Town Administrator

Re: **Resolution 22-67: Franklin TV - Appropriation**

---

The Massachusetts Department of Revenue requires the Town Council to vote to appropriate PEG funds received from Verizon to an established revolving account.

The one payment in the amount of \$28,000 represents the agreed annual amount for capital improvements in the first five years of our agreement with Verizon.

If you have any questions, please feel free to let us know.



**TOWN OF FRANKLIN**

**RESOLUTION 22-67**

**APPROPRIATION:** Cable Funds in Support of PEG Service and Programming per MGL Ch. 44, §53F3/4

**TOTAL REQUESTED:** \$ 28,000.00

**PURPOSE:** To appropriate \$28,000.00 from the PEG Access and Cable Related Fund created under MGL Ch. 44, §53F3/4, representing the amount received from Verizon New England, Inc. to be paid to Franklin Cable Access Corp. to support capital equipment expenditures.

**MOTION:** Be it Moved and Voted by the Town Council that the sum of \$ 28,000.00 be appropriated from the PEG Access and Cable Related Fund created under MGL Ch. 44, §53F3/4, to be paid to Franklin Cable Access Corp. to support capital equipment expenditures.

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

**DATED:** \_\_\_\_\_, 2022

**VOTED:** \_\_\_\_\_

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

**A TRUE RECORD ATTEST:**

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

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

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

**Nancy Danello, CMC**  
Town Clerk

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

# Town of Franklin

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OFFICE OF THE TOWN ADMINISTRATOR

## Memorandum

October 14, 2022

To: Town Council  
From: Jamie Hellen, Town Administrator  
Alecia Alleyne, Assistant to the Town Administrator

Re: **Resolution 22-68: Gift Acceptance - Police & Veterans' Services Departments**

---

The Police and Veterans' Services Departments have received generous donations in the total amount of \$1,100.

The \$1,000 for the Police Department will be applied toward the FPD's annual Halloween event which is a safe, fun and free event for children and their families taking place on October 23rd.

The \$100 for the Veterans' Services Department will be applied toward the Monument Restoration Fund and will support efforts to clean, restore and annually maintain the monuments on the Town Common.

### Donation Summary:

1. **Police Department**
  - New England Treatment Access (NETA) \$1,000
2. **Veterans' Services Department**
  - Bruce & Elieen Watkins \$ 100

**DONATION TOTAL \$1,100**

We would like to thank everyone for their continued support of our local services.



**TOWN OF FRANKLIN  
RESOLUTION 22-68**

**Acceptance of Gift – Police Department &  
Veterans’ Services Department**

**WHEREAS,** The Police Department and Veterans’ Services Department have received generous donations in the total amount of \$1,100 to be used at the discretion of the department as follows:

**Donation Summary:**

**POLICE DEPARTMENT - \$1,000**

- Donated by New England Treatment Access (NETA) to be applied toward the Department’s annual Halloween event taking place on October 23, 2022.

**VETERANS’ SERVICES DEPARTMENT - \$100.00**

- Donated by Bruce & Elieen Watkins to be applied towards the Monument Restoration Fund and used to support efforts to clean, restore and annually maintain the monuments on the Town Common.

**NOW THEREFORE, BE IT RESOLVED THAT:**

The Town Council of the Town of Franklin on behalf of the Veterans’ Services Department gratefully accepts this generous donation to be used at the discretion of the Department as described above.

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

**DATED:** \_\_\_\_\_, 2022

**VOTED:** \_\_\_\_\_

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

**A TRUE RECORD ATTEST:**

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

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

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

\_\_\_\_\_  
Nancy Danello, CMC  
Town Clerk

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