

FRANKLIN TOWN COUNCIL

Agenda & Meeting Packet

September 4, 2019

Municipal Building

Council Chambers

355 East Central Street

2nd Floor

7:00 PM

1. ANNOUNCEMENTS

- a. *This meeting is being recorded by Franklin TV and show on Comcast channel 11 and Verizon Channel 29. This meeting may be recorded by others.*

2. CITIZEN COMMENTS

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

3. APPROVAL OF MINUTES

- a. August 21, 2019

4. PROCLAMATIONS/RECOGNITIONS

- a. Fire Department Swearing In: Matthew Berger Firefighter/Paramedic

5. APPOINTMENTS

- a. Library Board of Directors, Board Member Appointments: Amanda Rabbitt & Ginette Preto
Associate Member Appointments: Alison Wallace & Charleen M. Belcher
- b. Finance Committee: Michael Kasberg & Nicole Corbosiero

6. HEARINGS

7. LICENSE TRANSACTIONS

- a. Contractor & Son, INC. (Lincoln Street Market): Application for Transfer of License and Change Location/Pledge of \$15 Package Store License- *Public Hearing 7:10 PM*

8. PRESENTATIONS/DISCUSSIONS

- a. Library Presentation

9. SUBCOMMITTEE REPORTS

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

10. LEGISLATION FOR ACTION

- a. Resolution 19-59: Open Meeting Law Compliance: Authorization to Adopt Municipal Website as Official Method of Notice Posting (**Motion to Approve Resolution 19-59 - Majority Vote (5)**)
- b. Resolution 19-60: Revision of 2019 Town Council Meeting Schedule (**Motion to Approve Resolution 19-60 - Majority Vote (5)**)

- c. Resolution 19 - 61: Gift Acceptance - Franklin Police Department (**Motion to Approve Resolution 19 - 61- Majority Vote (5)**)
- d. Resolution 19-62: Acceptance of Easement for Traffic Signal Equipment on Property at 876 King Street (**Motion to Approve Resolution 19-62 - Majority Vote (5)**)
- e. Bylaw Amendment 19-844 As Amended: 225 Plain Street - Sewer System Extension - Second Reading (**Motion to Adopt Bylaw Amendment 19-844 As Amended: Sewer System Extension - Majority Roll Call Vote (6)**)

11. TOWN ADMINISTRATOR'S REPORT

- a. Town Council Bi-annual Goals Update

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
August 21, 2019**

A meeting of the Town Council was held on Wednesday, August 21, 2019, at the Franklin Municipal Building, Council Chambers, 355 East Central Street, Franklin, Massachusetts. Councilors present: Patrick Casey, Robert Dellorco, Eamon McCarthy Earls, Melanie Hamblen, Glenn Jones, Matthew Kelly, Thomas Mercer, Peter Padula, Deborah Pellegrini. Councilors absent: None. Administrative personnel in attendance: Jamie Hellen, Town Administrator; Mark Cerel, Town Attorney; Chrissy Whelton, Assistant to the Town Administrator.

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

ANNOUNCEMENTS: ► Chairman Mercer announced the meeting is being recorded by *Franklin TV* and available for viewing on Comcast Channel 11 and Verizon Channel 29. This meeting may also be recorded by others.

CITIZEN COMMENTS: *None.*

APPROVAL OF MINUTES: ► *July 24, 2019.* ► **MOTION** to **Approve** the July 24, 2019 meeting minutes by **Kelly**. **SECOND** by **Dellorco**. **No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.**

PROCLAMATIONS/RECOGNITIONS: *None.*

APPOINTMENTS: ► *Fire Chief Pinning Ceremony.* ► Chairman Mercer stated this is the official public ceremony of the pinning of new Fire Chief James McLaughlin. He stated Chief McLaughlin previously took the oath of office with the town clerk before performing any official duties. He reviewed Chief McLaughlin's history working in fire service and his background and education. ► Town Clerk Teresa Burr performed the swearing in. ► Chairman Mercer welcomed Chief McLaughlin to the Fire Department.

Chairman Mercer declared a three-minute recess.

HEARINGS: *None.*

LICENSE TRANSACTIONS: ► *The Chateau Restaurant of Franklin, Inc. New All-Alcoholic Beverages Restaurant License, 466 King Street.* ► Mr. Adam Barnosky of Ruberto, Israel & Weiner, P.C. on behalf of the licensee Mr. Gerard Fruggiero stated they are seeking a new all-alcoholic beverages license. He provided the background of 466 King Street and noted it was formerly Joe's American Bar & Grill. He stated the new owners are very excited and this will be their ninth Chateau Restaurant in the state. They are seeking a closing hour of 11:00 PM. He reviewed the floor plan and seating capacity. He reviewed Mr. Fruggiero's background and experience; he is TIPS certified. He stated the Chateau is currently under demolition and they are hoping to have a fast renovation and be up and running in late fall. They hope to employ 60 to 70 full-time employees; they have a preference to hire local. ► Mr. Fruggiero provided background on the company and operations. ► Town Council members asked questions. ► Mr. Jones read the license transaction. ► **MOTION** to **Approve** the request by The Chateau Restaurant of Franklin, Inc. for a new all alcoholic beverages restaurant license and approve the manager, Gerard D. Fruggiero by **Jones**. **SECOND** by **Kelly**. **No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.**

PRESENTATIONS/DISCUSSIONS: *None.*

SUBCOMMITTEE REPORTS:

a. Capital Budget Subcommittee. ► Mr. Dellorco stated there is nothing at this time.

- b. **Budget Subcommittee.** ► Mr. Padula stated there is nothing at this time.
- c. **Economic Development Subcommittee.** ► Mr. Kelly stated they had a meeting last week. Everything is going according to the agenda and they are moving along. They talked about the plastic bag ban as well as a potential development on the Keigan property. The plastic bag ban is on the EDC's October 23, 2019 meeting. ► Chairman Mercer asked if there was more cleanup of the lot lines as he would like to see that continue. ► Mr. Kelly said he would meet with the Town Administrator about that.

LEGISLATION FOR ACTION:

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

- a. **Resolution 19-53: Rescind Outdated Bonds (Motion to Approve Resolution 19-53 - Majority Vote (5)).** ► Mr. Jones read the resolution. ► **MOTION to Approve** Resolution 19-53: Rescind Outdated Bonds by **Padula. SECOND** by **Kelly. Discussion:** ► Mr. Hellen stated this resolution is for housecleaning. Most of the projects were relative to the high school and the library. He explained these numbers stay on the bonding authorization books until they are legally rescinded. These projects are done. He noted the cost of the Town's new high school was a great value compared to the cost of new high schools today. ► Mr. Kelly thanked all the members of the high school and library committees who worked hard to keep the costs down. ► Mr. Dellorco confirmed the cost of the high school was a great value. ► Chairman Mercer thanked the building committees that worked hard to keep these projects on or under budget. ► **VOTE: Yes-9, No-0, Absent-0.**
- b. **Resolution 19-54: Amendment to FY2020 Budget (Motion to Approve Resolution 19-54 - Majority Vote (5)).** ► Mr. Jones read the resolution. ► **MOTION to Approve** Resolution 19-54: Amendment to FY2020 Budget by **Kelly. SECOND** by **Dellorco. Discussion:** ► Mr. Hellen stated he is requesting this amendment to the FY2020 budget to increase the school department budget by \$102,500 for two time-sensitive policy decisions before the school year begins on August 27, 2019. He discussed the \$150.00 parking fee at the high school and said they do not want to charge the fee and then have to send back checks. He stated with the new State budget projections, the Town has the revenue for these two items. ► Town Council members commented and asked questions. ► Ms. Sara Ahern, Superintendent of Schools, in responding to Ms. Pellegrini's question regarding if the parking fee is the highest of priorities, stated there are a number of priorities they would like added back to the budget, but they were weighing that against the time sensitivity and look forward to a continued conversation with respect to where the fiscal situation is closer to mid-October time frame where we might be able to talk about other things for the budget. She stated that in terms of the parking fee, she thinks where the School Committee is coming from is looking broadly across the areas where we had to reduce this spring. We looked at reducing services and positions, as well as raising revenues and fees. There is a sensitivity that we have to what we are asking families to put forward with respect to supporting education in terms of increase in the transportation fee, increase in the athletic fee, increase in the activity fee, and our insurance rates have increased on our technology and our Chrome Books so that is an additional charge that families can choose to pay if they wish. So, there is a lot of outlay. She stated that from a philosophical standpoint, the School Committee was looking at it and saying we would like to support families in this regard. She stated that from her standpoint and the School Committee's standpoint with respect to the administration of the high school parking fee, we anticipate quite a few logistical hurdles with respect to implementing that fee. One of the concerns she has is the practicality of it in the winter when folks have paid for a parking space and there is snow in the lot and there are demands that will be put on both the administrators and the DPW when the DPW is already pretty constrained with respect to snow removal services. So, there is some peril that comes with the fee on the administrative side. So, all of that taken together are the reasons for putting this forward, additionally keeping in mind that it is time sensitive as we are back to school next week. ► Ms. Pellegrini stated this as highest priority bothered her as she knows it is needed in the classroom. ► **VOTE: Yes-8, No-1, Absent-0.** (Ms. Pellegrini voted No.)
- c. **Resolution 19-55: Acceptance of Gift - Council on Aging (Motion to Approve Resolution 19-55 - Majority Vote (5)).** ► Mr. Jones read the resolution. ► **MOTION to Approve** Resolution 19-55:

Acceptance of Gift - Council on Aging by **Kelly**. **SECOND** by **Padula**. **Discussion:** ► Mr. Hellen thanked the Friends of the Franklin Elders for their generous donation and all their generosity over the years. ► Mr. Kelly stated everyone at the Senior Center does an amazing job. ► **VOTE: Yes-9, No-0, Absent-0.**

- d. **Resolution 19-56: Acceptance of Gift - Franklin Senior Center (Motion to Approve Resolution 19-56 - Majority Vote (5)).** ► Mr. Jones read the resolution. ► **MOTION to Approve** Resolution 19-56: Acceptance of Gift - Franklin Senior Center by **Kelly**. **SECOND** by **Dellorco**. **Discussion:** ► Mr. Hellen thanked Mr. Vincent Bravoco for his generous donation. ► **VOTE: Yes-9, No-0, Absent-0.**
- e. **Resolution 19-57: Acceptance of Gift - Franklin Fire Department (Motion to Approve Resolution 19-57 - Majority Vote (5)).** ► Mr. Jones read the resolution. ► **MOTION to Approve** Resolution 19-57: Acceptance of Gift - Franklin Fire Department by **Kelly**. **SECOND** by **Padula**. **Discussion:** Mr. Hellen thanked the Digital Federal Credit Union for their generous donation. ► **VOTE: Yes-9, No-0, Absent-0.**
- f. **Resolution 19-58: Acceptance of Gift - Franklin Police Department (Motion to Approve Resolution 19-58 - Majority Vote (5)).** ► Mr. Jones read the resolution. ► **MOTION to Approve** Resolution 19-58: Acceptance of Gift - Franklin Police Department by **Kelly**. **SECOND** by **Dellorco**. **Discussion:** ► Chairman Mercer thanked the Digital Federal Credit Union for their generous donation. ► **VOTE: Yes-9, No-0, Absent-0.**
- g. **Zoning Bylaw Amendment 19-842: Changes to 185-40 Water Resource District - Second Reading (Motion to Approve Zoning Bylaw Amendment 19-842: Changes to 185-40 Water Resource District - Two Thirds Majority Roll Call Vote (6)).** ► **MOTION to Waive** the reading by **Padula**. **SECOND** by **Kelly**. **No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.** ► **Discussion:** ► Mr. Hellen stated Mr. Bryan Taberner, Director of Planning & Community Development, would discuss this item. He noted this amendment clears up a discrepancy in the bylaw relative to impervious surface coverage. This is a second reading; the Town Council voted unanimously for this at the first reading. ► Mr. Taberner stated a mistake was made in 2013 when the bylaw was changed. A section was left in the bylaw that should have been removed. He explained the few minor changes that are also included in this zoning bylaw amendment that clarify wording. He provided an example of how this change would work. ► **ROLL CALL VOTE:** Casey-YES; Dellorco-YES; Earls-YES; Hamblen-YES; Jones-YES; Kelly-YES; Mercer-YES; Padula-YES; Pellegri-YES. ► **VOTE: Yes-9, No-0, Absent-0.**
- h. **Bylaw Amendment 19-844: 225 Plain Street - Sewer System Extension - First Reading (Motion to Move Bylaw Amendment 19-844: 225 Plain Street - Sewer Extension to a Second Reading - Majority Vote (5)).** ► Mr. Jones read the bylaw amendment. ► **MOTION to Move** Bylaw Amendment 19-844: 225 Plain Street - Sewer Extension to a Second Reading by **Kelly**. **SECOND** by **Dellorco**. **Discussion:** ► Mr. Hellen stated they are asking for a simple sewer map amendment as shown on the map provided. It is for the remainder of Plain Street and essentially goes to the Bellingham town line. The proponents are here along with Town Engineer Michael Maglio. He stated the applicants have offered to donate \$1,000 to the Water Conservation Fund and also fund a new hydrant which is badly needed. He recommended the extension. ► Town Council members asked questions. ► Mr. Maglio stated they are requesting to extend the sewer 85 ft. to the front of the property at 225 Plain Street where the applicant is proposing to build a single-family home. The adjacent house at 221 Plain Street is already on sewer; the lot across the street is Town property. He noted the soils are not conducive to a septic system there. He has not spoken to the Board of Health about whether septic was a viable option; the below ground system was an issue. He confirmed the line would be going just far enough to get frontage on the lot at 225 Plain Street and not all the way to the Bellingham town line. It would be 8 in. PVC pipe. He stated he is satisfied with the engineering plan provided for the sewer extension. ► Chairman Mercer asked if there had been any discussion with Bellingham if they had any plans to come to their town line in the future. ► Mr. Maglio stated they have not discussed anything with Bellingham. He stated he could make a phone call to see if there were any long-range plans. He noted the lot straddles the line, but the house will

be built entirely in Franklin. ► Mr. Padula expressed concern about the size of the lot, the portion that was in Bellingham, and the type of house that could be built there. ► Mr. Maglio stated the request was only for a single-family home. He recommended that if this is approved it be written into the approval for only a single-family home. ► Mr. Cerel stated it can be added that this is for only one single-family unit. He noted this is only a first reading. ► **MOTION to Amend** Bylaw Amendment 19-844: 225 Plain Street - Sewer Extension to include in the wording “one single-family residence” by **Kelly. SECOND** by **Padula.** ► **Discussion:** Mr. Hellen stated “pending approval of all local permits” should be added. ► **MOTION to Amend** Bylaw Amendment 19-844: 225 Plain Street - Sewer Extension to include in the wording “one single-family residence” and “pending approval of all local permits” by **Kelly. SECOND** by **Padula.** ► **Discussion:** Mr. Cerel stated this goes into the permanent bylaw. He discussed where the new wording should be added. ► Chairman Mercer stated Mr. Cerel should provide the revised language for the second reading. ► Mr. Steve Sherlock, Franklin Matters, confirmed the amended amendment included both new wordings. ► **VOTE (to Move the Amendment as amended to a second reading): Yes-9, No-0, Absent-0.**

TOWN ADMINISTRATOR’S REPORT: ► Mr. Hellen stated as school gets started, there will be a lot of roadwork going on throughout Franklin. There are two big State projects. The first is around Exit 16 that will go through the middle to end of September. The second project is the Walker Street Bridge. The bridge will be closed for about six to eight weeks; this will occur after Labor Day. He stated folks will be disrupted a little bit for both of these projects.

FUTURE AGENDA ITEMS: ► *None.*

COUNCIL COMMENTS: ► Ms. Hamblen reminded everyone about the fundraiser for Norfolk County Farm Bureau Scholarship at Pour Richard’s this Sunday from 1:00 PM to 4:00 PM with local foods, local chef, and local spirits. Last year they received enough money to fund three scholarships. ► Mr. Casey thanked everyone who donated to the various groups mentioned in the Legislation for Action items. He discussed an article he read about municipalities in Texas regarding cyber-attacks involving ransomware. He would like to continue the conversation and look for ways the Town can be proactive about these sorts of threats. ► Mr. Dellorco gave a shout-out to Ryan Jette and others on the Recreational Committee; the King Street Park playground is done. It is very amazing. He thanked all those involved including the State representatives for getting the grant for this. He asked if the Town has been checked for Triple E as children are starting fall sports. ► Mr. Hellen stated the Town pays a state assessment to Norfolk County Mosquito Control. They do a very good job. There is information online. The Town has not had any problems that he is aware of. The most effective thing people can do if they have concerns is to take advantage of the service via online form or phone call to get their property sprayed. ► Mr. Earls stated he was investigating with Franklin TV potential funding options and costs for digitizing back issues of tapes of Town Council meetings and other key events in the Town’s history back to the 1980s. He stated he is going to email the Mass BioTech Council, a group that brings together organizations to spur investments in that field, to see if they have any new things to recommend to communities. ► Chairman Mercer said Happy Birthday to Ms. Pellegri.

EXECUTIVE SESSION: *None.*

ADJOURN: ► **MOTION to Adjourn** by **Kelly. SECOND** by **Jones. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0. Meeting adjourned at 8:18 PM.**

Respectfully submitted,

Judith Lizardi
Recording Secretary

APPOINTMENTS



Library Board of Directors

Amanda Rabbitt
258 Lincoln Street
Franklin, MA 02038

Ginette Preto
306 Country Way
Franklin, MA 02038

Library Board of Directors - Associate Members

Charleen Belcher
31 Meadowlark Lane
Franklin, MA 02038

Alison Wallace
53 Acorn Place
Franklin, MA 02038

MOTION to appoint Amanda Rabbitt and Ginette Preto to serve as members of the Library Board of Directors with terms expiring June 30, 2022 and Charleen Belcher and Alison Wallace to serve as associate members to the Library Board of Directors with terms ending June 30, 2020.

DATED: _____, 2019

VOTED:

UNANIMOUS _____

YES _____ NO _____

ABSTAIN _____

ABSENT _____

RECUSED _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council



Town of Franklin MA

355 East Central Street
Franklin, MA 02038
Phone: 508-520-4949

Volunteer Form

Good Government Starts with You

Date Submitted: July 24, 2019

Name: Amanda S Rabbitt

Home Address: 258 Lincoln St
FRANKLIN, MA 02038

Mailing Address: 258 Lincoln St
FRANKLIN, MA 02038

Phone Number(s):

Email Address:

Current Occupation/Employer: Homemaker

Narrative: I have a flexible schedule which would allow me to serve the board as necessary. Prior to having my two children, I worked as a Unit Coordinator in the emergency room at Landmark Medical Center. Consequently, I have extensive experience with inter-departmental cooperation and efficient management. As the mother of two young children, I would be privileged to participate in the success and expansion of the excellent children's programs provided by our town's library.

Board(s) / Committee(s): Library Board of Directors



Town of Franklin MA

355 East Central Street
Franklin, MA 02038
Phone: 508-520-4949

Volunteer Form

Good Government Starts with You

Date Submitted: August 10, 2019

Name: Ginette C Preto

Home Address: 306 Country Way
Franklin, MA 02038

Mailing Address: 306 Country Way
Franklin, MA 02038

Phone Number(s):

Email Address:

Current Occupation/Employer: Insurance Agent, Insure New England

Narrative: Associates Degree in Graphic Design and social sciences, Mother of 3 school aged children. As a frequent library patron, I would enjoy being on the Library Board of Directors to help shape the library and impact our community in a positive way.

Board(s) / Committee(s): Library Board of Directors



Town of Franklin MA

355 East Central Street

Franklin, MA 02038

Phone: 508-520-4949

Volunteer Form

Good Government Starts with You

Date Submitted: May 21, 2019

Name: Charleen M. Belcher

Home Address: 31 Meadowlark Lane
Franklin, MA 02038

Mailing Address:

Phone Number(s):

Email Address:

Current Occupation/Employer:

Narrative: My experience and skills would be an excellent fit for the available library board position. I hold an MLIS from Simmons University. Currently I am employed as a school library assistant, a position I have held since 2011. In this role I have worked with students, faculty, staff, administration and parents.

I have spent my career in various customer service capacities and possess a genuine love of public libraries and enjoy sharing that enthusiasm with others. My qualifications include supervision and training of volunteers and staff, reference and database expertise, reader's advisory, attention to detail, solid communication and computer skills including social media and 3D printer experience. In addition, I have served the town of Franklin in two roles. I was a member of the Library Board of Directors for nine years and I volunteered in the public school system for seven years. As someone who has already been in this role, I know I can fulfill the time commitment required.

Board(s) / Committee(s): Library Board of Directors



Town of Franklin MA

355 East Central Street

Franklin, MA 02038

Phone: 508-520-4949

Volunteer Form

Good Government Starts with You

Date Submitted: May 23, 2019

Name: Alison A Wallace

Home Address: 53 Acorn Place
Franklin, MA 02038

Mailing Address: 53 Acorn Place
Franklin, MA 02038

Phone Number(s):

Email Address:

Current Occupation/Employer: Arthrosurface

Narrative: I work until 5:30 in Franklin. My availability would be after that on a week day and then any time on a weekend. Since moving to Franklin in 1996 I have used the Franklin Public Library often. I took my children there when they were small and currently use the Minuteman Library app to request books. I am currently involved in 2 books clubs in Franklin that meet monthly. When my children were younger I volunteered at both the Brick School and Davis Thayer. I was on the PCC Board at Davis Thayer for 2 years and was the head of the Yearbook Committee while both children attended there. I was also on the Yearbook Committee at Annie Sullivan, but in a smaller role. I volunteered at both the Davis Thayer Library and Annie Sullivan Middle School library.

Board(s) / Committee(s): Library Board of Directors

APPOINTMENTS



Finance Committee

Michael Kasberg
29 Hancock Road
Franklin, MA 02038

Nicole Corbosiero
15 Mary Jane Rd
Franklin, MA 02038

MOTION to appoint Michael Kasberg and Nicole Corbosiero to serve as members of the Finance Committee for terms expiring June 30, 2022.

DATED: _____, 2019

VOTED:

UNANIMOUS _____

YES _____ NO _____

ABSTAIN _____

ABSENT _____

RECUSED _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council



Town of Franklin MA

355 East Central Street

Franklin, MA 02038

Phone: 508-520-4949

Volunteer Form

Good Government Starts with You

Date Submitted: March 24, 2019

Name: Michael Kasberg

Home Address: 195 Main Street, Suite 11
FRANKLIN, MA 02038

Mailing Address: 195 Main Street, Suite 11
Franklin, MA 02038

Phone Number(s):

Email Address:

Current Occupation/Employer: Attorney - Kasberg Law, LLC

Narrative: I have a flexible schedule and can dedicate the amount of time necessary to complete the tasks and fill the responsibilities of the committee. I am a solo attorney and small business owner that concentrates my practice on the needs of individuals and families focusing on estate planning, trust and probate administration, business succession planning, and other related needs.

Board(s) / Committee(s): Finance Committee

Michael A. Kasberg, Esq.

195 Main Street, Suite 11
Franklin, MA 02038

EDUCATION AND PROFESSIONAL LICENSES

- Law License: Massachusetts – November 21, 2014
- J.D.: New England Law, Boston, MA – May 2014
- B.A., History: University of New Hampshire, Durham NH – May 2007
Minor: Business Administration – May 2007
- Massachusetts Notary Public

WORK EXPERIENCE

Kasberg Law, LLC, Franklin, MA

- Estate planning, Probate and Estate Administration, and Fiduciary Advisory.

Founder and Managing Attorney, 2016-Present

Solo Attorney practice that assists families and individuals with the implementation, management, and execution of estate plans to fit a variety of needs, including incapacity and death planning. Create appropriate last will and testament and trust structures to meet specific lifetime intentions while executing upon post-mortem plans. Represent clients to oversee the estate and trust administration process to value and consolidate assets before estate and trust distributions are made, and the implementation of succession plans for transition to the next generation. Assist the personal representatives of estates through the complex probate process, including all of the important details from filing the proper documents with the court, preparing estate tax returns and making final distributions in accordance with the will or trusts. Counsel clients in connection with contested wills and procedural needs during the probate process. Counsel personal representatives, trustees and beneficiaries on their respective rights and duties. Provide assistance with practical matters and support during a time of change and loss by providing personal attention to clients to meet any unique need within the context of each situation. Provide advice to clients to properly administer complex estates and planning for estates, including dealing with family dynamics, funding of trusts and other vehicles to conserve property, minimize taxes and provide for the needs of clients and family members.

Cushing & Dolan, P.C., Waltham, MA

- Estate planning, corporate, and tax firm concentrating in asset protection.

Department Attorney Manager, 2015-2016

Associate Attorney, 2014-2015

Paralegal, 2011-2014

Perform key role in the Trust and Estate Administration Group as the sole paralegal, promoted to associate upon admittance to the Massachusetts Bar, and promoted again to the manager of the department. Work both

independently, with little supervision, as well as on a team within the department, and among other departments. Responsible for a large and demanding case load, and held accountable to clients and within the firm. Responsibilities include oversight of all probate filings, drafting of motions, affidavits, and complaints for complex litigation, funding of trusts and trust accountings, preparation of fiduciary tax returns, estate tax returns, gift tax returns, and oversight of the implementation and maintenance of Crummey Trusts, as well as other tasks as assigned. Work closely with clients and other fiduciaries daily, to advise and assist with their responsibilities and liabilities in accordance with the MUTC, MUPC, and IRC. Extensively and effectively communicate with opposing attorneys to negotiate disputes, and advise clients in regards to case strategy, status, provide insight, and make recommendations to achieve desired outcome. Communicate with the Massachusetts Department of Revenue and the Internal Revenue Service on behalf of clients to negotiate and resolve tax disputes and ensure compliance with appropriate tax laws. Demonstrate proficiency in the Massachusetts, New Hampshire, and Florida probate and trust laws, as well as Massachusetts and United States tax laws. Experience in a wide variety of other matters, including, Guardianships, Conservatorships, performing the transfer of real estate and corporate interests, the establishment of corporations, and gifting of assets. Demonstrate proficiency with Microsoft Word, Excel, Power Point, among other tax preparation software.

Harmon Law Offices P.C., Newton, MA

• A large real estate law firm which represents mortgage lenders, specializing in foreclosures, closings, and bankruptcies.

Paralegal, 2007-2011

Work in a team environment supervising eight legal assistants providing motivation and influence to achieve a wide range of challenging goals including preparing legal documents efficiently and accurately to file with proper courts. Demonstrate leadership and competence allowing me to be promoted and continually take on new responsibilities. Prioritize tasks, establish schedules, monitor their progress and coordinate with other departments and organizations while ensuring a timely outcome under limited supervision. Work closely with Attorneys to determine case strategy and evaluate the effectiveness of the strategy to ensure desired outcome while assuring compliance with applicable laws. Present case status reports to superiors on a daily basis which directly influences the scheduling, management and implementation of resources. Discuss case issues with clients including initial project baseline, evaluation of risk, cost estimates and provide written and oral direction. Demonstrate strong computer skills using Microsoft Office, Landmark, Vendorscape, and Fidelity.



Town of Franklin MA

355 East Central Street

Franklin, MA 02038

Phone: 508-520-4949

Volunteer Form

Good Government Starts with You

Date Submitted: March 27, 2019

Name: Nicole Corbosiero

Home Address: 15 Mary Jane Road
FRANKLIN, MA 02038

Mailing Address: 15 Mary Jane Road
FRANKLIN, MA 02038

Phone Number(s):

Email Address:

Current Occupation/Employer:

Narrative: I currently work full time at Liberty Mutual Insurance as an Assistant Controller overseeing the Investment Accounting and Reporting organization. I am a CPA and have a Master's in Accounting from Northeastern University and a Bachelor's in Business Administration (Accounting) from Bryant University. I am available nights and weekends.

Board(s) / Committee(s): Finance Committee

Nicole Corbosiero, CPA
15 Mary Jane Road, Franklin, MA 02038

WORK EXPERIENCE:

Liberty Mutual Insurance, Boston, MA

January 2011 - Present

Assistant Controller II (Corporate Accounting, October 2018 – Present)

- Oversee Investment Accounting and GAAP Reporting responsible for all accounting, reporting, and control matters of an \$80B managed portfolio.
- Work cross functionally with Corporate Taxation, External Reporting, and Liberty Mutual Investments to adhere to best practices and create efficiencies amongst teams.
- Continuously evaluate the structure and responsibilities of the organization.

Accounting Manager (Corporate Accounting, April 2016 – October 2018)

- Responsible for managing an average team size of 6 individuals of varying skills and experience.
- Manage completion of the quarterly consolidated cash flow and disclosure checklist, including working with Investment Accounting and other departments to ensure data is presented accurately.
- Manage the quarterly and annual Statutory reporting process which includes completion of Statutory schedules, footnotes, and cross-functional coordination with others responsible for inputs.
- Oversee real estate and pension accounting for the Company, including but not limited to, monthly journal entries, impairment analysis, and quarterly/annual reporting deliverables.
- Lead the team in driving process improvements and implementation of efficiencies.
- Actively work with peer group within Corporate Accounting to identify cross-functional efficiencies and appropriately align work to achieve an optimal operating structure.

Supervising Technical Accountant (Investments, November 2013 – April 2016)

- Responsible for managing a team of 3-4 individuals. Responsibilities of the team included Investment Accounting for Property & Casualty and Life companies.
- Managed the monthly Investment Accounting book close and Statutory reporting processes including review of journal entries and analysis packages, ensuring accuracy and timely completion.
- Oversaw the Statutory annual audit for stand-alone and combined financial statements which included fostering relationships with Ernst & Young and Corporate Accounting.
- Implemented efficiencies in the Statutory reporting process resulting in a significant decrease in hours to complete.
- Managed the monthly recording and quarterly reporting of externally managed mortgage loans including the annual review of internal controls.

Senior Technical Accountant (Investments, January 2011 – November 2013)

- Prepared monthly and quarterly GAAP investment realized gain and loss analysis.
- Responsible for the quarterly GAAP impairment process which included working with investment portfolio managers and senior management responsible for impairment decisions.
- Responsible for various sections of the quarterly MD&A and GAAP footnotes (EITF, Fair Value, RGL, and Proceeds)
- Performed monthly close procedures and analysis on key investment accounts.
- Prepared and reviewed quarterly and annual Statutory investment statements.
- Compiled and maintained the master data set of all international holdings subject to Solvency II.

EMC Corporation, Hopkinton, MA

September 2010 – December 2010

Internal Auditor

CCR LLP, Westborough, MA

September 2007 – September 2010

Accountant

COMPUTER SKILLS:

- Microsoft Office, AX General Ledger, Infor General Ledger, SQL/Camra queries

EDUCATION:

Northeastern University, Boston, MA

Degree: Masters of Science in Accounting 2008

Bryant University, Smithfield, RI

Degree: Bachelor of Science in Business Administration, Concentration: Accounting 2007



License Transactions:

Applicant: Contractor & Sons, Inc d/b/a Lincoln Street Market

The applicant is seeking a Transfer of the All Alcoholic Beverages package Store license from Moksh, LLC d/b/a Dacey’s Market from 345 Lincoln Street to 465 Lincoln Street and to approve the License Manager, Pramod R. Contractor.

All Departments have signed off on this application.

MOTION to approve the request by Contractor & Son, Inc. for a transfer of the All Alcoholic Beverages package Store license from Moksh, LLC d/b/a Dacey’s Market from 345 Lincoln Street to 465 Lincoln Street and to approve the License Manager, Pramod R. Contractor.

DATED: _____, 2019

VOTED:
UNANIMOUS _____

YES _____ **NO** _____

A True Record Attest:

ABSTAIN _____

ABSENT _____

RECUSED _____

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

LAW OFFICES
CORNETTA, FICCO & SIMMLER, P.C.
ATTORNEYS AT LAW
4 WEST STREET
FRANKLIN, MASSACHUSETTS 02038

RICHARD R. CORNETTA, JR.

VOICE (508) 528-5300
FAX (508) 528-5555

August 6, 2019

IN HAND FILING

Mr. Tom Mercer, Chairman
Town of Franklin
355 East Central Street
Franklin, MA 02038
ATTN: Mr. Jaimie Hellen

Re: **Application for Transfer/Change Location/Pledge of §15 Package Store License**
Applicant: CONTRACTOR & SON, INC.
Premises: 465 Lincoln Street, Franklin, Massachusetts

Dear Chairman Mercer:

Please be advised that this firm is legal counsel to CONTRACTOR & SON, INC., doing business as the LINCOLN STREET MARKET, in the application for transfer, change of location, pledge of Massachusetts General Laws, Chapter 138, §15 All Alcoholic Beverage Off Premise Package Store License and other ancillary licenses and approvals.

Enclosed please find the following in application for the aforementioned, to wit:

1. Common Victualer Application;
2. Application for New License - ABCC MA Retail Alcoholic Beverages License Application Form;
3. Certificate of Good Standing and/or Tax Compliance from Department of Revenue for MOKSH, LLC (Transferor);
4. Business Certificate;
5. Certificate of Compliance with State Laws;
6. Worker's Compensation Insurance Affidavit;
7. Personal Massachusetts Criminal Record Request Form for Pramod R. Contractor;
8. TIPS Certificate of Completion for Pramod Contractor;
9. Personal Massachusetts Criminal Record Request Form for Krunal Contractor;

10. Copy of Massachusetts Drivers Licenses for Pramod R. Contractor and Krunal Contractor;
11. Copy of Lease for 465 (a/k/a 455) Lincoln Street, Franklin, Massachusetts between the Contractor Realty, LLC and Contractor & Sons, Inc.;
12. Copy of Asset Purchase Agreement dated May 29, 2019 between Moksh, LLC and Contractor & Sons, Inc.;
13. Copy of Floor Plan of licensed premises (2 pages);
14. Secretary's Certificate (including Articles of Organization, Bylaws and Certificate of Good Standing);
15. Rockland Trust Commitment Letter; and
16. Evidence of electronic payment of \$200.00 payable to the Commonwealth of Massachusetts; and
17. Request for Abutters List (Applied For)

Kindly schedule this public hearing for the next available agenda before the Town Council. Kindly provide this office a copy of the proposed notice of public hearing prior to publication.

Please direct all inquiries and communication pertaining to this matter directly to our office. Thank you for your attention to this matter.

Very truly yours,



Richard R. Cornetta, Jr.

Encl.

Common Victualer Application

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

Dear Applicant:

To apply for a **Common Victualer Restaurant License** you will need to complete an interactive application and forms on the Alcohol Beverage Control Commission's web site at <https://www.mass.gov/alcoholic-beverages-retail-licenses>, forms must be printed out and delivered to the Local Licensing Authority. The Local License authority for the Town of Franklin is the Town Council.

Application and forms should be mailed or delivered to: **Town Administrator's Office
Municipal Building, 3rd Floor
355 East Central Street
Franklin, MA 02038**

The Town Council will review your application at an advertised public hearing. They meet twice a month. Once all the paperwork is in order, we will determine and inform you of a hearing date you will then place a legal advertisement with Milford Daily News. The applicant is responsible for payment of the legal advertisement.

Abutters must be notified by certified mail within (3) three days after publication of the legal notice. A list can be obtained from our Assessors Office (see-attached form). For purposes of an alcohol license application, an abutter is a person whose property directly touches the proposed premises. **(Not required for a license transfer unless the location is changing.)**

Churches, synagogues, hospitals and public or private elementary or secondary schools located within 500 feet of the proposed premises must also be notified.

Approval of an application by the Town Council is only the first step in the license process. The ABCC must also approve the license. In addition, Proof of Mandatory Liquor Liability Insurance (See attached) is required before we issue you the license.

The annual fee for a Wine and Malt License is \$1500 and the fee for an All Alcohol License is \$2500.

Please call the Town Administrator's Office if you have any questions.



Timothy P. Cahill
Treasurer and Receiver General

Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
Telephone: (617) 727-3040
Fax: (617) 727-1258

Kim S. Gainsboro
Chairman

ALCOHOLIC BEVERAGES CONTROL COMMISSION ADVISORY MANDATORY LIQUOR LIABILITY INSURANCE

On May 28, 2010 the legislature amended M.G.L. c. 138, §12 by requiring existing licensees and applicants for alcoholic beverages licenses issued under M.G.L. c. 138, §12, to have a **MINIMUM AMOUNT OF MANDATORY LIQUOR LIABILITY INSURANCE COVERAGE**. Effective August 26, 2010, no license under M.G.L. c. 138, §12 shall be issued or renewed until the applicant or licensee provides proof of mandatory insurance coverage by filing a certificate of insurance in a form acceptable to the local licensing authority ("LLA"). As a result, **applicants** for §12 licenses must provide proof of insurance coverage under a liquor legal liability insurance policy for bodily injury or death for a minimum amount of \$250,000 on account of injury to or death of 1 person, and \$500,000 on account of any 1 accident resulting in injury to or death of more than 1 person as a **condition to receive a license**. **Existing §12 licensees**, which include any entities wishing to transfer a license, must provide proof of insurance coverage under a liquor legal liability insurance policy for bodily injury or death for a minimum amount of \$250,000 on account of injury to or death of 1 person, and \$500,000 on account of any 1 accident resulting in injury to or death of more than 1 person as a **condition to renew a license**.

Although LLA's retain the discretion to set the amount of insurance coverage required pursuant to M.G.L. c. 138, §64A for §12 licensees that are repeat offenders in selling or serving alcoholic beverages to under-age or intoxicated individuals, they **DO NOT** have the discretion to increase the minimum amount of insurance coverage required by this new law. Moreover, LLA's should be aware that licensees have the ability to appeal an action of the LLA in requiring insurance pursuant to M.G.L. c. 138, §64A and that after hearing, the ABCC, retains the discretion to modify this amount pursuant to M.G.L. c. 138, § 67.

As a result of this amendment, the ABCC will be revising the renewal applications for calendar year 2011 to ensure compliance with this new LIQUOR LIABILITY INSURANCE law. Individuals with questions concerning this Advisory may contact the ABCC at 617-727-3040 x 31.

(Issued July 27, 2010)

Town of Franklin

355 East Central Street
Franklin, MA 02038



COMMON VICTUALER APPLICATION (Select all that apply)
NEW/ANNUAL FEE: \$2,500 ALL ALCOHOL, \$1,500 WINE & MALT,
 \$500 LICENSE MODIFICATION(Changes to Alcohol Licenses)
 \$125: RESTAURANT

Date: 7/19/2019

Business Owner: PRAMOD R. CONTRACTOR
First Middle Initial Last

Address: 31 PARTRIDGE WAY HOLLISTON 01746 Telephone #: 251-709-7100
Town/City zip

Email Address: LINCOLNSTREETMARKET455@GMAIL.COM

Name of Business: LINCOLN STREET MARKET

Business Location: 465 LINCOLN STREET, FRANKLIN, MA Telephone #: 251-709-7100

Corporation Name: (If applicable) CONTRACTOR & SONS, INC.

Address: 465 LINCOLN STREET FRANKLIN 02038 FID # ---
Town/City zip

Manager Name: PRAMOD R. CONTRACTOR
First Middle Initial Last

Address: 31 PARTRIDGE WAY, BELLINGHAM, MA 02019

Date of Birth: _____ Social Security Number: _____

Enclose Manager Resume that includes duties performed at each location.

Description of premises:
ONE STORY BUILDING; THREE POINTS OF EGRESS/ENTRANCE;

Sq. Footage 2,597 # of Tables _____ # of Seats _____ Type of Restaurant _____

Hours of Operation: _____
I hereby state that all information provided on this application is true and accurate.

Applicant signature: *Pramod*
Common Victualer Licenses are issued in conformity with the authority granted by General Laws, Chapter 140 and amendments thereto. All licenses expire December 31 of each year.

The Town Administrator's office upon receipt will forward copies of all applications to the following departments for their review and recommendations.

Police Chief (508-528-1212) Shall initiate a background check of the proposed manager and review the application to determine if, in his opinion, any public safety hazard would exist by reason of the location or the hours of operation.

Signoff: Yes/No _____ N/A **Conditions:** _____

Fire Chief (508-528-2323) or his designate, Shall review and examine the proposed business location to determine if, in their opinion, any public safety hazard would exist by reason of the location, and that the proposed premises meets all fire safety regulations.

Signoff: Yes/No _____ N/A **Conditions:** _____

Building Inspection (508-520-4926) Shall examine and review the proposed business location to determine if, in their opinion, any public safety hazard would exist by reason of the location, and that the proposed premises meet all building safety regulations and building codes.

Signoff: Yes/No _____ N/A **Conditions:** _____

Zoning Officer (508-520-4926) Shall examine and review proposed business location to determine if it conforms to all zoning regulations and bylaws.

Signoff: Yes/No _____ N/A **Conditions:** _____

Board of Health (508-520-4905) Shall examine and review proposed business location to determine if the premises meets and conforms to the provisions of the State Sanitary Code and any local regulations of the Board of Health and that all necessary health permits have been obtained.

Signoff: Yes/No _____ N/A **Conditions:** _____

Treasurer's Office (508- 520-4950) Shall examine their records to see that all taxes and fees due to the Town of Franklin are up to date for both the applicant and owner of property to be used for proposed business.

Signoff: Yes/No _____ N/A **Conditions:** _____

Each of Departments Shall make whatever recommendations it deems necessary to the **Town Administrator's office** (508-520-4949) after review of such application, recommending such measures or restrictions on the issuance of any license as may be necessary to protect the public peace, health, safety or general welfare of the community.

LICENSE APPROVED – Condition (s) _____

DECLINED – Reason (s) _____

DATE _____

TOWN ADMINISTRATOR SIGNATURE: _____

The following documents must be submitted with application:

1. **Business Certificate** – You will first need to obtain an approved business verification form from our Building/Inspection/Zoning office. Submit this form to the **Town Clerk's Office** and request a business certificate. Offices are located on the first floor of the Municipal Building
Fee \$40 good for four-years.
2. **Floor Plan of business premises**
3. **Menu**
4. **Certificate of Compliance with State Laws**, completed and signed
5. **Workers' Compensation Insurance Affidavit**, completed and signed with a certificate of insurance attached

Additional documents that must be submitted to our office before a license will be issued:

1. **Food Establishment Permit** - Issued by the **Health Department**- Please visit them to pickup forms and to determine the health codes you will need to meet. The Office is located on the first floor of the Municipal Building.
Fees- seating 1-49 \$150.00 OR seating 50+ \$175.00
2. **Certificate of Occupancy** – Issued by the Building/Inspection/Zoning office, located on the first Floor of the Municipal Building
Fee \$100.
3. **Signs**- Building Permits for signs are issued by Building/Inspection Department. Sign will need to be approved by the Design Review Commission. After Design Review approval, you will need to obtain a Building permit for the sign.

ADDITIONAL INFORMATION YOU NEED TO KNOW

- All taxes, fees and other monies owed to the Town of Franklin must be up to date before license will be issued. This includes the property taxes for the proposed licensed premises.
- Renovations -If you are doing renovations, visit our Building/Inspection/Zoning office to determine what permits are needed.
- Change of Use – If the previous business at your proposed location was not a food establishment, you will need to confirm that restaurants are allowed in that zone. Also, you *may* need additional approval for the change of use.

INSPECTIONS

License will not be issued until premises are inspected and the responsible office has signed off. The Applicant is responsible to schedule the appointments with the following offices:

Building/ Inspection/Zoning	508-520-4926
Board of Health	508-520-4905
Fire Department	508-528-2323

Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An *employer* is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required." Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111
Tel. # 617-727-4900 ext 406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia

Application for New License - ABCC MA
Retail Alcoholic Beverages License
Application Form



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- Transfer of License
- Alteration of Premises
- Change of Location
- Management/Operating Agreement
- Pledge of Inventory
- Pledge of License
- Pledge of Stock
- Other
- Change of Class
- Change of Category
- Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

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.

APPLICANT SEEKS APPROVAL FOR TRANSFER OF LICENSE; CHANGE OF LOCATION FOR LICENSE TO EXISTING LINCOLN STREET MARKET LOCATED AT 465 LINCOLN STREET, FRANKLIN, MASSACHUSETTS FROM CURRENT LOCATION AT 353 LINCOLN STREET, FRANKLIN, MASSACHUSETTS; AND PLEDGE OF LICENSE BY APPLICANT TO ROCKLAND TRUST AS COLLATERAL FOR \$160,000 LOAN EXTENDED FROM ROCKLAND TRUST TO APPLICANT.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="Off-Premises-15"/>	<input type="text" value="\$15 Package Store"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

ONE STORY 1,200 +/- SF ONE ROOM CONVENIENCE STORE WITH TWO POINTS OF ENTRANCE/EGRESS; ADDRESS OF LOCATION IS 455 LINCOLN STREET, FRANKLIN, MASSACHUSETTS 02038

Total Sq. Footage	<input type="text" value="2,597 SF"/>	Seating Capacity	<input type="text" value="N/A"/>	Occupancy Number	<input type="text" value="N/A"/>
Number of Entrances	<input type="text" value="3"/>	Number of Exits	<input type="text" value="3"/>	Number of Floors	<input type="text" value="1"/>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name By what means is the license being transferred?

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
<input type="text" value="SWETAL PATEL"/>	<input type="text" value="MANAGER/MEMBER"/>	<input type="text" value="100%"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

Title and or Position Percentage of Ownership Director/ LLC Manager Yes No US Citizen Yes No MA Resident Yes No

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director/ LLC Manager Yes No US Citizen Yes No MA Resident Yes No

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director/ LLC Manager Yes No US Citizen Yes No MA Resident Yes No

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director/ LLC Manager Yes No US Citizen Yes No MA Resident Yes No

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No	<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

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
Pramod R. Contractor	OFF PREMISES SEC 15	PRAMDAKSH, INC.	Holliston, MA

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

APPLICATION FOR A TRANSFER OF LICENSE

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

7. CORPORATE STRUCTURE

Entity Legal Structure Date of Incorporation
 State of Incorporation Is the Corporation publicly traded? Yes No

8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? Yes No

9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	N/A
B. Purchase Price for Business Assets	\$200,000.
C. Other* (Please specify)	N/A
D. Total Cost	\$200,000.00

*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
PRAMOD R. CONTRACTOR	\$40,000.00
Total:	\$40,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
ROCKLAND TRUST	\$160,000.00	TERM COMMERCIAL NOTE	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

APPLICANT TO SECURE COMMERCIAL FINANCING FOR 80% OF PURCHASE PRICE AND CONTRIBUTE THE REMAINING 20% FROM PERSONAL SAVINGS OF PRINCIPAL SHAREHOLDER, PRAMOD R. CONTRACTOR.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

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

To whom is the pledge being made?

ROCKLAND TRUST

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? Yes No *Manager must be a U.S. Citizen
 If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

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

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
		Manager	PRAMDAKSH, INC in Holliston, MA	Pramod R. Contractor

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

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

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

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

APPLICANT'S STATEMENT


I, PRAMOD R. CONTRACTOR the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory
of CONTRACTOR & SONS, 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:

07/18/2019

Title:

PRESIDENT

CORPORATE VOTE

The Board of Directors or LLC Managers of CONTRACTOR & SONS, INC.
Entity Name

duly voted to apply to the Licensing Authority of FRANKLIN and the
City/Town
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 PRAMOD R. CONTRACTOR
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 PRAMOND R. CONTRACTOR
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

(Print Name)

For Corporations ONLY

A true copy attest,

Pramod R. Contractor
Corporation Clerk's Signature

PRAMOD R. CONTRACTOR
(Print Name)

TRANSFER OF LICENSE

To apply for a transfer of alcoholic beverages retail license, you will need the following:

- **DOR Certificate of Good Standing** This must be obtained by the seller, not the buyer.
- **DUA Certificate of Compliance** This must be obtained by the seller, not the buyer.
- **Transfer Application**
- **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
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Manager Application**
- **Purchase and Sales Agreement**
- **Proof of Citizenship** for the proposed Manager of Record.
- **Vote of the Corporate Board**
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Advertisement**
- **Monetary Transmittal Form**
- **\$200 Fee** paid online through our online payment link: **ABCC PAYMENT WEBSITE**
- **Payment Receipt**
- **Additional information, if necessary, utilizing the formats provided and or any affidavits.**
- **Management Agreement**, if applicable

Please Note: You may be requested to submit additional supporting documentation if necessary.

ADDENDUM A

6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)

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.).

Entity Name	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)			
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>			

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above 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



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 A TRANSFER OF LICENSE

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

ECRT CODE: RETA

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

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

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

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

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

Certificate of Good Standing and/or Tax
Compliance from Department of
Revenue for MOKSH, LLC (Transferor)



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1694366592
Notice Date: June 25, 2019
Case ID: 0-000-720-242



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MOKSH LLC
7 CHESTNUT WAY
METHUEN MA 01844-2692

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, MOKSH LLC 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, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit 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

Business Certificate

7/10/2019



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

Date Issued: July 10,
2019
Record #:
Certificate #:

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:

Lincoln Street Market is conducted at: 465 LINCOLN ST

by the following person:

FULL NAME
Pramod Contractor

RESIDENCE
46 Chestnut St, Bellingham, MA 02019

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: 07-10-2023

Signature on file

Business Owner Signature #1

Teresa M. Burr

Teresa M. Burr
Town Clerk

A True Attest Copy

Business Owner Signature #2

To learn more, scan this barcode or visit franklinma.viewpointcloud.com/records/41234



Certificate of Compliance with State Laws



CERTIFICATE OF COMPLIANCE WITH STATE LAWS

Pursuant to M.G.L Chapter 62C, Sec 49A, and M.G.L. Ch. 151A, Section 19A, the undersigned acting on behalf on the License Holder, certifies under the penalty of perjury that, to the best of the undersign's knowledge and belief, the License Holder is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support*.

Contractor 3 Sons, Inc.

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

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

By: [Signature]
Corporate Officer
(Mandatory, if applicable)

Date: 07/18/19

*The provision in the Attestation of relating to child support applies only when the License Holder is an individual.

** Approval of or a renewal of a license will not be granted unless this certification clause is signed by the applicant. For all corporations, a certified copy of the vote of the Board of Directors must be provided.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a license or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, section 49A.

Worker's Compensation Insurance Affidavit



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 600 Washington Street
 Boston, MA 02111
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: CONTRACTOR & SONS, INC.

Address: 465 (AKA 455) LINCOLN STREET

City/State/Zip: FRANKLIN, MA 02038 Phone #: 251-709-7100

Are you an employer? Check the appropriate box:

- 1. I am a employer with _____ 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: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____ 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: 7/18/2019

Phone #: 251-709-7100

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 #: _____

**Personal Massachusetts Criminal Record
Request Form for Pramod R. Contractor**



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

JEAN M. LORIZIO, ESQ.
 CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: 430 LICENSEE NAME: CONTRACTOR & SONS, INC. CITY/TOWN: FRANKLIN
(OF EXISTING LICENSEE)

APPLICANT INFORMATION

LAST NAME: CONTRACTOR FIRST NAME: PRAMOD MIDDLE NAME: R
 MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH: India
 DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE):
 MOTHER'S MAIDEN NAME: DRIVER'S LICENSE #: STATE LIC. ISSUED: Massachusetts
 GENDER: MALE HEIGHT: 6 2 WEIGHT: 208 EYE COLOR: Brown
 CURRENT ADDRESS: 31 Partridge Way
 CITY/TOWN: Holliston STATE: MA ZIP: 01746
 FORMER ADDRESS: 46 CHESTNUT STREET
 CITY/TOWN: Bellingham STATE: MA ZIP: 02019

PRINT AND SIGN

PRINTED NAME: Pramod R. Contractor APPLICANT/EMPLOYEE SIGNATURE: *[Signature]*

NOTARY INFORMATION

On this Thursday, 18 July, 2019 before me, the undersigned notary public, personally appeared Pramod R. Contractor
 (name of document signer), proved to me through satisfactory evidence of identification, which were drivers 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.
[Signature]
 NOTARY



DIVISION USE ONLY

REQUESTED BY: *[Signature]*
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE
 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.

TIPS Certificate of Completion for Pramod Contractor

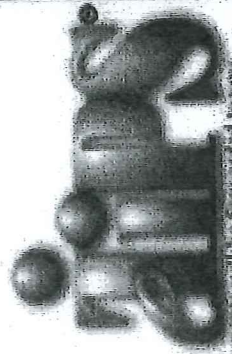
Certificate of Completion

This Certificate of Completion of
eTIPS Off Premise 3.0
For coursework completed on July 18, 2019
provided by Health Communications, Inc.
is hereby granted to:

Pramod Contractor

Certification to be sent to:

**31 Partridge Way
Holliston MA, 01746-2646 USA**



HC

HEALTH COMMUNICATIONS, INC.

This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

Personal Massachusetts Criminal Record
Request Form for Krunal Contractor



JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	430	LICENSEE NAME:	CONTRACTOR & SONS, INC.	CITY/TOWN:	FRANKLIN
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APPLICANT INFORMATION

LAST NAME:	CONTRACTOR	FIRST NAME:	KRUNAL	MIDDLE NAME:	P.
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	BARDOLI, INDIA		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:		DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	6	WEIGHT:	208
				EYE COLOR:	BLACK
CURRENT ADDRESS:	31 PARTRIDGE WAY				
CITY/TOWN:	HOLLISTON	STATE:	MA	ZIP:	01746
FORMER ADDRESS:	46 CHESTNUT STREET				
CITY/TOWN:	BELLINGHAM	STATE:	MA	ZIP:	02019

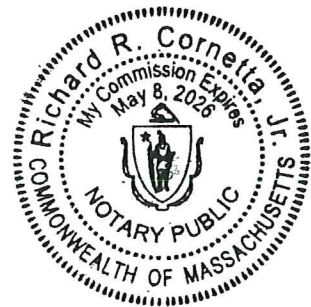
PRINT AND SIGN

PRINTED NAME:	KRUNAL P. CONTRACTOR	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	----------------------	-------------------------------	--

NOTARY INFORMATION

On this Thursday, 18 July, 2019 before me, the undersigned notary public, personally appeared KRUNAL P. CONTRACTOR
(name of document signer), proved to me through satisfactory evidence of identification, which were DRIVERS 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.

NOTARY



DIVISION USE ONLY

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

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) 660-4614.

Copy of Lease for 465 (a/k/a 455) Lincoln
Street, Franklin, Massachusetts between
the Contractor Realty, LLC and
Contractor & Sons, Inc.

COMMERCIAL LEASE AGREEMENT

Contractor Realty LLC, his successors, heirs or assigns, (hereinafter "Landlord") hereby demises and leases to Contractor & Sons Inc. (hereinafter "Tenant") the Premises located at 465 Lincoln Street, Franklin, MA 02038 ("Premises").

1. Term:

Landlord leases to Tenant the Premises for an original term of five (5) years, with the option to extend for three (3) five-year extension periods at mutually agreed upon terms under the terms outlined below in paragraph 17. Tenant shall provide Landlord with written notice of its intent to exercise its right to extend the lease, in each instance, 180 days prior to the expiration of the original and any extended term of the lease.

2. Base Rent:

Tenant agrees to pay Landlord as base rent for the Premises the amount of \$4,000.00 per month for the first sixty (60) monthly rental payment, payable in advance, on the first day of each month, beginning on July 1, 2019.

This is a so called "Triple Net Lease". In addition to the Base Rent the Tenant shall also pay a pro-rata share of real estate taxes, insurance and maintenance. Until further notice from Landlord rent payments shall be made to Landlord on the first of each month at its principal place of business stated herein. Initial Triple Net costs are estimated at \$800/month.

3. Use:

(a) Tenant shall use the Premises as a liquor store and all uses reasonably incidental thereto, provided any such use is permitted under applicable Federal, State and Municipal laws, ordinances and regulations.

4. Utilities

Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment serving the Premises as of the commencement date of this lease.

5. Landlord's Warranty:

(a) Landlord represents and warrants to Tenant that Landlord has the lawful right and authority to enter into this Lease for the entire term hereof. Tenant shall obtain all licenses, permits, and/or other authority required to operate his business described in Paragraph #3 above and Landlord agrees to cooperate and assist Tenant in obtaining same but shall have no obligation to incur any monetary obligation related to same.

(b) Landlord covenants and agrees that Tenant, upon performance of the obligations under this Lease, shall peaceably and quietly have, hold and enjoy the Premises throughout the original term of this Lease.

6. Assigning and Subletting:

Tenant may not assign or sublet the Premises or any part thereof without prior written consent of Landlord, which consent shall not be unreasonably withheld.

7. Repairs and Maintenance:

Landlord shall not have any obligation to make any repairs, alterations or replacements to the Leased Premises or any part thereof except as hereinafter provided. Throughout the term of this Lease, Tenant covenants and agrees to maintain the premises and all additions and improvements made upon them in such repair, order and conditions the same are in at the commencement of said term or may be put in by Landlord or Tenant during the continuance thereof, reasonable wear and tear, damage by fire or any other casualty or taking by eminent domain. Without limiting the generality of the foregoing, Tenant shall be responsible, at its sole expense, to: provide regular maintenance to the entire premises and all HVAC components and equipment, hot water heaters and other equipment serving the Premises, provide janitorial and cleaning services; remove snow and ice from the Leased Premises, including the roof and walkways immediately adjacent to the Leased Premises; sand, repaint interior and exterior surfaces; and replace broken glass with glass of the same kind and quality, and provide its own security system, if desired, and rubbish removal. All contractors performing work on the premises shall obtain all required permits, whether Federal, State or Municipal, prior to commencing said repairs and maintenance, and shall be responsible for obtaining required inspections. Landlord shall be responsible for repairs and maintenance to the roof and exterior and interior structural walls. Tenant shall be responsible for trash and all snow and ice removal on the Leased Premises.

8. Damage or Destruction:

If the Premises shall be damaged or destroyed by fire or other cause, the same shall be repaired or replaced or restored to the condition the same were in immediately preceding such fire or other cause by, and at the expense of, Landlord, but only to the extent that Landlord has received insurance proceeds sufficient therefore and the base rent, additional rent and any other charges shall, until such repairs have been made, be abated as to the part of the Premises which is unusable by Tenant on a just and equitable basis. Such repairs shall be made promptly subject to reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and for delay on account of labor troubles or any other cause beyond Landlord's control. Landlord shall not be liable for any inconvenience or annoyance to tenant or injury to the business Tenant resulting from delays in repairing such damage, except that Landlord agrees to use commercially reasonable efforts to procure such insurance proceeds and to repair such damage expeditiously, and except that Landlord shall not unreasonably interfere with Tenant's business in making such repairs. If the Premises are totally damaged or are rendered wholly untenable by fire or other cause so that they cannot reasonably be expected to be restored or rebuilt within a twelve (12) month period, either Landlord or Tenant may within thirty (30) days of the occurrence of such damage, terminate this Agreement upon fourteen (14) days' prior notice in writing to the other. Notwithstanding anything to the contrary in this Agreement contained, if Landlord shall not have in fact completed repair of such damage within twelve (12) months from the occurrence of such fire or other casualty, Tenant may terminate this Agreement by written notice to Landlord and thereafter this Agreement shall be of no further force or effect. Upon the termination of this Agreement under the conditions herein provided for, Tenant's liability for rent accruing thereafter shall cease as of the day following the casualty. Landlord shall not be obligated to expend funds to repair or replace the Premises in an amount in excess of the insurance proceeds received as a result of such damage or destruction.

9. Insurance:

(d) Tenant at its own cost and expense shall provide and maintain:

(i) public liability insurance having a minimum per occurrence limit of One Million (\$1,000,000.00) Dollars amount against all claims which may be brought for bodily injury, death or damage to property of third persons. Said policy(s) shall name Landlord as insured; and

(ii) workers' compensation insurance or insurance required by similar employee benefit acts.

(iii) Tenant shall continuously keep its fixtures, merchandise, equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by the Tenant insured against loss or damage by fire and such perils included within ISOC10-30 "Special Form" in amounts equal to the full replacement cost thereof.

10. Eminent Domain:

(a) In the event of any taking for any public or quasi-public use by exercise of the right of eminent domain or by deed in lieu thereof between Landlord and those having the authority to exercise such right (hereinafter called "Taking") of the whole of the Premises then this Lease and the term hereof shall cease and expire as of the date of such Taking and the base rent and any additional rent and all other charges paid for a period after such Taking shall be refunded to Tenant upon demand.

b) In the event of a taking of a substantial part of the Premises or in the event of a taking so as to prevent or substantially prevent adequate access to Premises, either party may elect to terminate this Lease by giving notice of termination to the other on or before the date which is ninety (90) days after receipt by Tenant of notice that the taking or denial or diminishing of access or termination of the Tenant's Lease shall have occurred. Upon the date specified in such notice of termination this Lease and the term hereof shall cease and expire and the base rent and any additional rent and all other charges paid for a period after such Taking shall be refunded to Tenant upon demand.

(c) If this Lease is not terminated as aforesaid then the award or payment for the Taking shall be paid to and used by the Landlord for restoration as hereinafter set forth and Landlord shall promptly commence and with due diligence continue to restore the Premises remaining after the taking shall be paid to and used by Landlord for restoration as hereinafter set forth Premises remaining after the taking to substantially the same condition and tenantability as existed immediately preceding the taking. During the period of any restoration, the base rent, additional rent, and other charges shall be abated justly and equitably. Nothing herein contained shall be deemed or construed to prevent either Landlord or Tenant from enforcing or prosecuting a claim for the value of its respective interest in any condemnation proceedings.

(d) Tenant's right to recover damages in case of any taking, shall not be affected, prejudiced, restricted or limited whether or not this Agreement has been terminated because of such taking or is subject to termination. Nothing herein contained shall prohibit Tenant (in

addition to the foregoing) from interposing and prosecuting in any condemnation proceedings, independent of any claim of Landlord, claims for which the Tenant may be entitled to recover.

11. Mortgages:

(a) This Lease shall be subject and subordinate in all respects to any mortgages which encumbers the Premises, from time to time, and each and every of the advances which have heretofore been made or which may hereafter be made thereunder, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, Tenant shall execute promptly, without cost or charge, any instruments or certificates that Landlord or any mortgagee may require.

(b) Landlord shall make all payments required to be made under the provisions of any mortgage or underlying lease affecting the Premises; if Landlord is in default of any such mortgage or underlying lease, Tenant shall have the right, but not the obligation, to cure such default and to deduct the cost thereof from the base rent and any additional rent or other charges becoming due under this Lease or to require the payment of such cost from Landlord upon demand.

12. Tenant's Covenants:

In addition to all other covenants and agreements of Tenant contained herein, Tenant hereby covenants with Landlord that Tenant during the said term and for such further time as it shall hold the Premises or any part thereof will pay all charges for heat, water, gas, electricity, sewerage, and all other utilities services used for the Premises; will save Landlord harmless from all loss and damage occasioned by the use of water in or escape of water from the Premises or by the bursting or cracking of the water pipes, including the sprinkler system, if any, except for such loss or damage as is caused by the negligence or willful misconduct of Landlord, its agents, employees, servants or contractors; at the expiration of said term will remove its goods and effects and those of all persons claiming under it and will peaceably yield up to Landlord the Premises and all additions and improvements made upon them (except those which Tenant is permitted to remove hereunder) and leave them clean and in such repair, order and condition as the same are in at the commencement of said term or may be put in by Landlord or Tenant during the continuance thereof, reasonable wear and tear and damage by fire or any other casualty or takings excepted; will not commit any nuisance on the Premises; will not overload the Premises, will not carry on any business, trade or occupation upon the Premises or make any use thereof which shall be unlawful or offensive or contrary to any law or ordinance for the time being in force; will not do any act or thing upon the Premises which will make them uninsurable against fire, and if such premiums are increased, Tenants shall pay the amount of such increase; and will kept the Premises equipped with all safety appliances required by law or ordinance, or any order or regulation of any public authority because of the use made of the Premises; except only for the foundation and structural walls of the building on the Premises, repairs to which are to be made by Landlord, will make all repairs, alterations, and replacements so required will procure any authorizations or licenses required for Tenant's use or repair of the Premises, and Landlord or its agents may, during the term during normal business hours and with Tenant's prior approval which approval Tenant agrees not to unreasonably withhold or delay (or at any time in the event of an emergency), enter to view the Premises and make repairs or improvements, but Landlord will not be required to do so, except as otherwise expressly provided in this Lease; and Landlord may show Premises to others at mutually agreeable times during normal business hours, and at any time during normal business hours within one hundred eighty (180) days before the expiration of the term, and may affix to any suitable part of the exterior of the Premises a

notice of reasonable size for letting or selling the Premises and keep the same as affixed without molestation by Tenant.

13. Tenant's Default:

If any sum or sums due as rent or additional rent as herein provided and set forth or any part thereof shall be unpaid when due for a period of thirty (30) days, or if Tenant shall violate or be in material default in its observances or performance of any of its covenants herein contained, except default in the payment of base rent or additional rent, and shall have failed to take and prosecute appropriate steps to remedy such breach or default within thirty (30) days after written notice of such breach or default has been given by Landlord to Tenant, or if the estate hereby created shall be taken on execution or other process of law and shall not be redeemed for thirty (30) days after Landlord shall have given Tenant written notice of such taking, or if Tenant be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, then, and in each of the said cases (after expiration of the aforesaid thirty (30) day period, if applicable), Landlord lawfully may (notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other stipulation aforesaid continues and without further demand or notice enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate and expel Tenant and those claim through or under it and remove its effects (forcibly if necessary) without being deemed guilty of any manner to trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid this Lease shall terminate and Tenant covenants that in case of such termination under the provisions of statute by reason of the default of Tenant, Tenant will forthwith pay Landlord as damages a sum equal to the amount by which the base rent, additional rent, and other payments called of hereunder of the remainder of the original term or of any extensions thereof, and in addition thereto, will during the remainder of the original term of any extensions thereof pay to Landlord on the 1st day of each calendar month the difference, if any, between rental which would have been due for such month had there been no such termination and the sum of the amount being received by Landlord as rent from occupants of the Premises, if any, and the applicable pro-rated amount of the damage previously paid to Landlord, Landlord hereby agreeing to use commercially reasonable efforts to minimize damages. Notwithstanding the provisions above in this Paragraph 13, in the event that Tenant fails to pay any rent or part thereof which remains unpaid for ten (10) days after it became due, then Tenant shall pay as additional rent a late charge in the amount of 5% of the amount due and owing.

14. Signs:

Tenant shall have the right to install, maintain and replace, at its own cost and expense, after the prior written approval of Landlord such signs on the Premises as it determines, which approval shall not be unreasonably withheld, provided the same shall be in compliance with all laws, orders, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof. Tenant agrees not to use any advertising media that shall be deemed objectionable to Landlord such as loud speakers, phonographs or radio broadcast in a manner to be heard outside the boundary lines of the Premises. Tenant shall not install any exterior lighting or plumbing fixtures, shades or awnings or any exterior decorations or painting, or build any fences or make any changes to the exterior of the Premises without Landlord's consent.

15. Landlord's Interest:

(a) Landlord reserves the right to assign or transfer any and all of its rights, title and interest under this Lease, including but not limited to, the benefit of all covenants of the Tenant hereunder. Notwithstanding anything contained in this Lease to the contrary, it is specifically understood and agreed that the obligations imposed upon Landlord hereunder shall be binding upon Landlord and Landlord's successors in interest only with respect to breaches occurring during Landlord's successors' respective ownership of Landlord's interest hereunder, and Landlord and its said successors in interest shall not be liable for acts and occurrences arising from and after the transfer of their interest as Landlord hereunder.

(b) If all or any part of Landlord's interest in this Lease shall be held by a trust at any time or times, no trustee, shareholder or beneficiary of said trust shall be personally liable for any of the covenants or agreements, express or implied, hereunder; the Landlord's covenants and agreements shall be binding upon the trustees of said trust as trustee, as aforesaid, and not individually and shall be binding upon the trust estate. Nothing contained in the foregoing shall limit or restrict Tenant's rights to obtain injunctive relief against Landlord.

(c) Landlord shall have no authority to be a part of Tenant's negotiations with suppliers, negotiating of contracts or personal property leases, nor any other aspect of the operation of the fuel station and/or convenience store. Tenant shall have sole and absolute discretion and authority with regard to the contracts it enters into, including the negotiation of all terms of said contract.

(d) Tenant agrees from time to time to look only to Landlord's interest in the Premises for satisfaction of any claim against Landlord hereunder and not to any other property or assets of Landlord.

16. Indemnification:

Tenant shall indemnify and defend Landlord and save Landlord harmless from any and all claims of whatever nature for injury or damage to persons or property in or about the Premises or in any common area unless caused by the negligence or willful conduct of Landlord or its employees, agents or contractors.


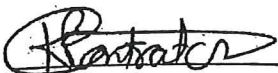
17. Options to Extend:

Tenant shall have the option to extend the term of this Lease on the same terms contained herein, for three (3) additional five-year terms. Base Rent during such extended terms shall be increased by \$1,000.00 per month from the prior term, payable in advance, on the first day of each month.

WITNESS the execution hereof under seal this 04 day of June 2019

Contractor Realty LLC

Contractor & Sons Inc.



**Copy of Asset Purchase Agreement
dated May 29, 2019 between Moksh,
LLC and Contractor & Sons, Inc.**

ASSET PURCHASE AGREEMENT

This agreement made this ^{20th} day of May 2019, between Moksh LLC a Massachusetts company with a principal office at 7 Chestnut Way, Methuen, MA 01844 (hereinafter called "Seller") and Contractor & Sons Inc., a Massachusetts Corporation with a principal office of 46 Chestnut Street, Bellingham, MA 02019 (hereinafter called "Buyer")

RECITALS

Whereas, Buyer desires to purchase from Seller and Seller desires to sell to Buyer on the terms and subject to the conditions hereinafter set forth, certain assets of the Seller; and;

Whereas, the parties desire that the transaction contemplated by this agreement shall be consummated in accordance with the terms and conditions hereinafter set forth;

Now, therefore, in consideration of the foregoing and the respective representations, warranties, covenants and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE I

Definitions

As used in this Agreement, the following terms, unless the context other wise indicates or requires, have the following meanings:

- 1.1 "Closing" means the consummation, on the Closing Date, of the transaction contemplated by this Agreement at the office of Buyer's attorney or such other place and time to be agreed upon by the Parties
- 1.2 "Closing Date" means within 7 days after the approval of the transfer of license and change of location by the Alcoholic Beverage Control Commission and the town of Franklin, or such other time and date as the Parties may agree upon in writing.
- 1.3 "Purchase Price" means the purchase price for the Purchased Property in the amount of Two Hundred Thousand (\$200,000.00) Dollars.
- 1.4 "Purchased Property" means the Retail All Alcohol Package Store License owned by the Seller.
- 1.5 "All Alcohol License" – The All Alcohol Package Store License currently used at the Premises at 345 Lincoln Street, Franklin, MA to be moved by Buyer to 455 Lincoln Street, Franklin MA 02038.

ARTICLE II
PURCHASE AND SALE OF PURCHASED PROPERTY

- 2.1 Sale, Transfer and Assignment. Upon and subject to the representations, warranties, covenants, agreements terms and conditions set forth in this Agreement, Seller shall sell, convey, transfer, assign and deliver to Buyer and Buyer shall accept and purchase from Seller, all of Seller's right title and interest in and to all of the Purchased Property on the Closing Date.
- 2.2 Amount and Payment of Purchase Price. In consideration of the sale, conveyance, transfer, assignment and delivery of the Purchased Property from Seller to the Buyer, Buyer shall pay the Purchase Price to the Seller as follows:
- a. \$15,000.00 Paid this day; and
 - b. \$185,000.00 Purchase price due on the closing date, hereafter defined, in cash, bank treasurer's check, money order, certified funds or IOLTA check without intervening endorsement except Buyer's.
 - c. \$200,000.00 **PURCHASE PRICE**
- 2.3 Instruments of Transfer. The sale, conveyance, transfer, assignment and delivery from Seller to Buyer of all the Purchased Property shall be delivery to Buyer of such bills of sale, assignments, endorsements, and other instruments of transfer as shall be deemed reasonably necessary or desirable by Buyer and Seller.
- 2.4 Sellers Financial Obligations. The Seller hereby agrees and warrants that as of the Closing Date, all bills owed by the Seller with respect to the All Alcohol License shall be paid in full, including but not limited to all bills for vendors.
- 2.5 Assumption of Liabilities. It is understood and agreed that the Buyer shall not be liable for any obligations or liabilities of Seller arising prior to the Closing Date with respect to the All Alcohol License other than those enumerated in this agreement.
- 2.6 Permits. This Agreement is subject to the Buyer being able to successfully transfer and delivery within Ninety (90) days of the execution of this Agreement of all Seller permits, licenses and approval as necessary to conduct the business.

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The Buyer will use due diligence in attempting to obtain the necessary permits, licenses and approvals. In the event that any necessary permits can not be obtained by the Buyer, this transaction shall be deemed null and void, and the deposit shall be returned to Buyer.

- 2.7 Deposits/Default Prior to Closing. Buyer has paid to Bissanti Realty, as Escrow Agent the sum of \$15,000.00 dollars as deposit for the payment of the Purchase Price hereunder. All deposits shall be held in escrow by Bissanti Realty. In the event that Buyer and Seller satisfy their respective contingencies hereunder and Buyer does not appear at the time for scheduled for Closing to consummate this agreement Seller may declare Buyer in default and all deposits paid shall be forfeited by Buyer and dispersed to Seller. All such forfeited deposits shall represent liquidated damages to Seller and shall be Sellers sole remedy at law and in equity.

ARTICLE III COVENANTS OF BUYER

Buyer covenants, represents and warrants that from and after the date of this Agreement:

- 3.1 Confidentiality. Buyer and its representatives shall hold in strict confidence, and will not use to the detriment of Seller any data or information with respect to the business of the Seller obtained in connection with this Agreement. Declarations or testimony offered in Court or before administrative agencies shall not be deemed a Breach of this covenant. Buyer further agrees that it and its representatives shall not discuss this transaction with Store personnel prior to closing without written consent of the Seller.
- 3.2 Corporate Entity. If the Buyer is a corporation, it warrants that it is valid existing under the laws of its state of incorporation at the time of this Agreement and as of the date of closing hereunder and it has taken all necessary pursuant to its By-Laws and Articles of Organization to comply with the terms of this Agreement
- 3.3 Warranties and Representations Relied Upon. Buyer has not relied upon any representations and warranties of Seller in entering into this transaction with the sole exception of representations and warranties contained within this Agreement.

ARTICLE IV COVENANTS OF SELLER

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4.1 Representations and Warranties. The Seller warrants and represents to the Buyer that:

Seller states that the license sold hereunder is free from any and all encumbrances or liens of any kind in favor of any person whatsoever.

Seller warrants that at the time of the execution of this Agreement there will be not be pending, entered or completed any proceeding, at law or in equity, which may in any way affect, prohibit or impede the transfer of the license sold hereunder, including within the scope of this subparagraph all kinds of administrative as well as judicial proceedings.

Seller does hereby represent and warrant to the Buyer as follows, which warranties and representations shall be true and accurate as of the closing hereunder and shall survive said closing:

- (a) The execution and delivery of this Agreement and the performance of the transaction contemplated hereby does not and will not result in a breach or constitute a default under the provisions of any agreement to which the Seller is a party or is bound, or by which any of its properties or assets may be bound or affected, or violate any order, writ, injunction or decree of any court or administrative agency.
- (b) Seller had good and marketable ownership rights to the license to be sold and transferred hereunder free and clear of all liens, claims, security interests, encumbrances, restrictions or other changes of any kind. No other person, firm or corporation owns or has any beneficial interest in said license or any part thereof, and, at the closing, the Buyer will acquire full good, valid and marketable ownership rights of the license free and clear of all liens, claims, security interests, encumbrances, restrictions or changes of any kind.
- (c) Seller is not party to any agreement, whether written or oral, which in any manner restricts their right to enter into this Agreement and to carry out the terms and conditions hereof.
- (d) Seller has no knowledge of any pending or threatened litigation against it or proceedings before any administrative or licensing authority which in any matter may affect the value of or ownership rights to the license to be sold hereunder, and there are no unsettled or unpaid judgements against the seller.
- (e) No warranty, representation, statement of fact or other information contained herein or in any certificate or other instrument furnished or to be furnished by or on behalf of the seller to the Buyer contain, or will

contain, any untrue statement of a material fact or omits, or will omit, a material fact of this transaction.

- (f) Seller hereby warrants that all Social Security, withholding, sales and unemployment taxes to the State and Federal governments will be paid or provided for up until the date of closing. The Seller will provide to the Buyer a Certificate of Good Standing and a Tax Lien Waiver from the Massachusetts Department of Revenue, a Good Standing Certificate from the Massachusetts Secretary of State and a Certificate of Compliance from Department of Unemployment.

4.2 Conduct of Business Prior To Closing. The Business of the Seller shall be conducted up to the date of closing in accordance with the applicable laws, rules and regulations of city, state and Federal governments.

ARTICLE V MISCELLANEOUS

- 5.1 Effect of Closing. All of the representations and warranties of the Seller pursuant to this Agreement or in connection with the transaction contemplated hereby are set forth and merged in this Agreement and the Exhibits and Schedules hereto, and no oral understanding, representation or warranty whatsoever has been made.
- 5.2 Brokers. N/A
- 5.3 Notices. All notices and demands given pursuant to this Agreement shall be in writing, sent by certified mail, return receipt requested, or by reputable overnight courier service, or by hand delivery and shall be deemed to have been received upon hand delivery, or one (1) business day following deposits in the U.S. Mail if sent by certified mail, to the address shown in the first paragraph or to such other address as either party may designate by notice to the other.
- 5.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5.5 Headings. The Section headings contained in this Agreement have been inserted for convenience only and shall not constitute a part hereof.
- 5.6 Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Buyer and the Seller, and their respective heirs, assigns, representatives and successors.

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- 5.7 Severability. Any determination that any provision of this Agreement or any application of any such provision to a particular circumstance is invalid, illegal or unenforceable in any respect shall not effect the validity, legality and enforceability of such provision in any other circumstances, nor the validity, legality or enforceability of any other provision of this Agreement, and all provisions of this Agreement shall be enforceable to fullest extent permitted by law.
- 5.8 Amendments. No modification, amendment or waiver of any provision of this Agreement shall be effective unless executed in writing by the party to be charged with such modification, amendment or waiver.
- 5.9 Entire Agreement. This Agreement, including the Exhibits and Schedules hereto, contain the entire understanding and agreement of the parties with respect to the transactions contemplated hereby and supersedes any and all prior understandings among the parties, or any of them, with respect of the subject matter hereof.
- 5.10 Governing Law. This Agreement is executed in Massachusetts and effects the sale of license in Massachusetts, and it is agreed that it shall be interpreted and applied in accordance with the laws of Massachusetts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed under seal as of the day and year first above written.

SELLER:

Moksh LLC

By: S. A. Patel

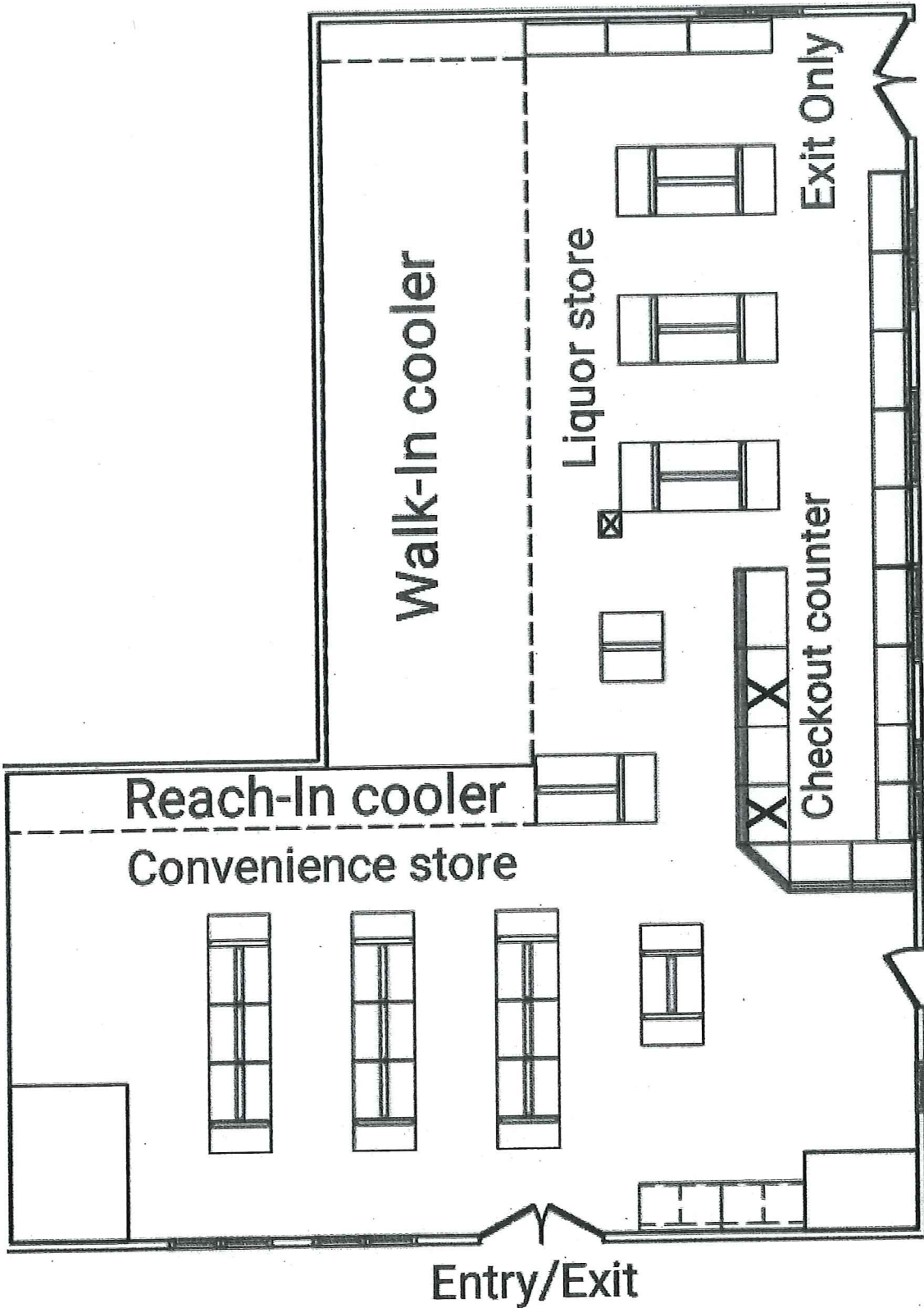
BUYER:

Contractor & Sons Inc.

X
By: 5/28/19

Received

**Copy of Floor Plan of licensed premises
(2 pages)**

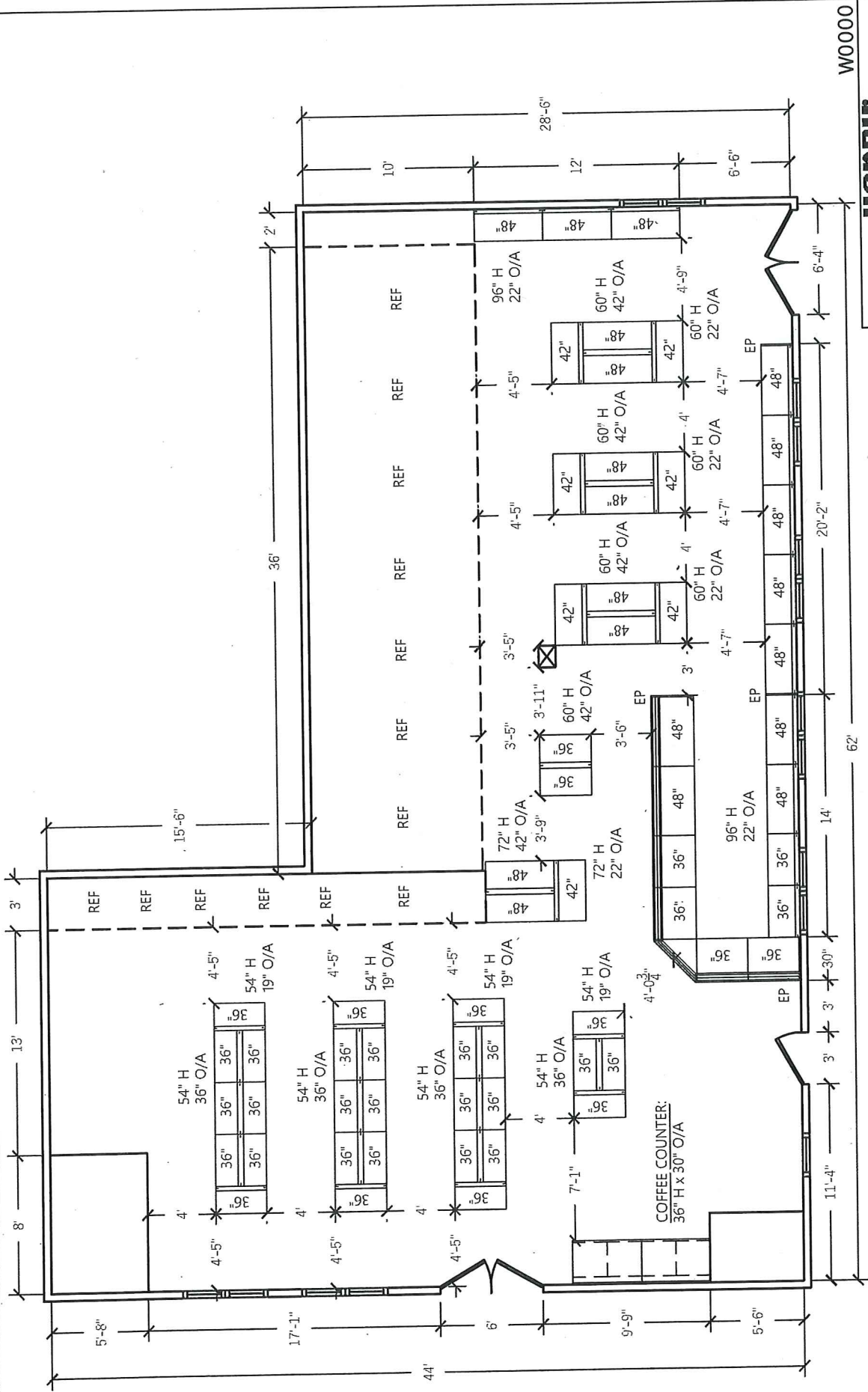


W0000



PROJECT:	Lincoln Street Market
LAST MODIFIED:	29 July 2019
SALESPERSON:	Jim Lackey
SCALE:	1/8" = 1' 0"

X _____
(SIGN HERE)



W0000



PROJECT:	Lincoln Street Market
LAST MODIFIED:	29 July 2019
SALESPERSON:	Jim Lackey
SCALE:	1/8" = 1' 0"

X _____ (SIGN HERE)

Secretary's Certificate (including Articles
of Organization, Bylaws and Certificate
of Good Standing)

CONTRACTOR & SONS, INC
SECRETARY'S CERTIFICATE

The undersigned, as the Secretary of **CONTRACTOR & SONS, INC.**, a corporation duly organized under the laws of the Commonwealth of Massachusetts with a principal place of business at 465 (aka 455) Lincoln Street, Franklin, Massachusetts 02038 (the "Corporation"), hereby certifies and states to the **Town Council of the Town of Franklin, Massachusetts**, and the **Massachusetts Alcoholic Beverages Control Commission**, in connection with the Off Premises Retail All Alcoholic Beverage Package Store License, ABCC No. () (the "License"), the following.

1. Attached hereto as Exhibit A is a true, correct and complete copy of the Certificate of Organization of the Company, as filed on June 14, 2018 with the Secretary of the Commonwealth of Massachusetts, and the same has not been amended, modified or terminated and remains in full force and effect as of the date hereof, except the filing of the Statement of Change of Supplemental Information filed on July 8, 2019 attached hereto as Exhibit A1, and Statement of Change of Registered Agent filed on July 9, 2019 attached hereto as Exhibit A2.
2. Attached hereto as Exhibit B is a true, correct and certified Certificate of Good Standing for the Corporation issued as of a recent date by the Secretary of the Commonwealth of Massachusetts.
3. Attached hereto as Exhibit C is a true, correct and complete copy of the certificate of vote of the Corporation; I further certify that by unanimous written consent of the directors of the Corporation by majority vote of the directors of the Corporation at a meeting duly called and held on July 18, 2019 votes in the form of Exhibit C attached hereto were duly adopted, authorizing the execution, delivery and performance by the Corporation of the applications, petitions and all related documents relative to the License (collectively referred to as the "License Documents"); such vote of the directors of the Corporation has not been modified, amended or revoked and is in full force and effect on the date hereof; and no other action on the part of the Corporation is necessary to authorize the Corporation's execution, delivery and performance by the Corporation of the License Documents.
5. I further certify that as of this date the following are the current duly elected and acting officers of the Corporation who are authorized pursuant to the attached votes: President: Pramod R. Contractor; Treasurer: Krunal Contractor; Secretary/Clerk: Krunal Contractor.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this day, July 18, 2019.



Krunal Contractor, Secretary

EXHIBIT A

ARTICLES OF ORGANIZATION



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$250.00

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

[Special Filing Instructions](#)

Articles of Organization

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

Identification Number: _____

ARTICLE I

The exact name of the corporation is:

CONTRACTOR & SONS INC.

ARTICLE II

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

ARTICLE III

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

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

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: KRUNAL CONTRACTOR
 No. and Street: 46 CHESTNUT STREET
 City or Town: BELLINGHAM State: MA Zip: 02019 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	KRUNAL CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA
TREASURER	KRUNAL CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA
SECRETARY	KRUNAL CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA
DIRECTOR	KRUNAL CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA
DIRECTOR	PRAMOD CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA

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

December

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

GAS STATION/CONVENIENCE STORE

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

No. and Street: 46 CHESTNUT STREET
 City or Town: BELLINGHAM State: MA Zip: 02019 Country: USA

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

No. and Street: 46 CHESTNUT STREET
City or Town: BELLINGHAM State: MA Zip: 02019 Country: USA

which is

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

Signed this 14 Day of June, 2018 at 4:23:09 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

KRUNAL CONTRACTOR

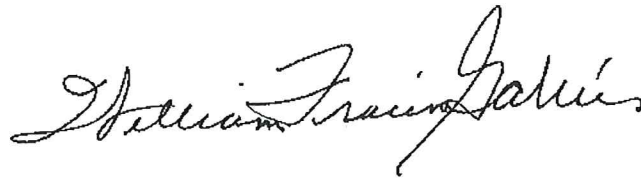
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All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

June 14, 2018 04:22 PM

A handwritten signature in cursive script that reads "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

EXHIBIT A1

STATEMENT OF CHANGE OF SUPPLEMENTAL INFORMATION



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Supplemental Information

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

1. Exact name of the corporation: CONTRACTOR & SONS INC.

2. Current registered office address:

Name: KRUNAL CONTRACTOR
 No. and Street: 455 LINCOLN STREET
 City or Town: FRANKLIN State: MA Zip: 02038 Country: USA

3. The following supplemental information has changed:

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	PRAMOD CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA
TREASURER	KRUNAL CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA
SECRETARY	KRUNAL CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA
VICE PRESIDENT	PRAMOD CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA
DIRECTOR	PRAMOD CONTRACTOR	46 CHESTNUT STREET BELLINGHAM, MA 02019 USA

 Fiscal year end:
 December

 Type of business in which the corporation intends to engage:

1950

 Principal office address:

No. and Street: 455 LINCOLN STREET
LINCOLN STREET MARKET
 City or Town: FRANKLIN State: MA Zip: 02038 Country: USA

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

No. and Street: 455 LINCOLN STREET
LINCOLN STREET MARKET

City or Town: FRANKLIN

State: MA

Zip: 02038

Country: USA

which is

its principal office

an office of its transfer agent

an office of its secretary/assistant secretary

its registered office

Signed by PRAMOD CONTRACTOR, its PRESIDENT
on this 8 Day of July, 2019

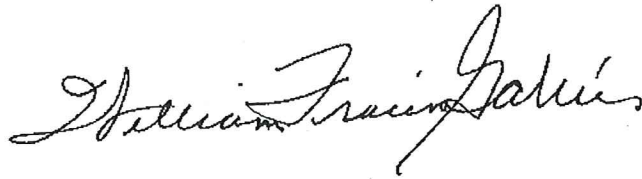
© 2001 - 2019 Commonwealth of Massachusetts
All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

July 08, 2019 01:19 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

EXHIBIT A2

STATEMENT OF CHANGE OF REGISTERED AGENT



**The Commonwealth of Massachusetts
William Francis Galvin**

No Fee

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

Statement of Change of Registered Agent/Registered Office

(General Laws, Chapter 156D, Section 5.02 AND Section 15.08; 950 CMR 113.21)

1. Exact name of the corporation: CONTRACTOR & SONS INC.

2a. Current registered agent name: KRUNAL CONTRACTOR

2b. Current registered office address: 46 CHESTNUT STREET BELLINGHAM, MA 02019

3. The street address of the corporation registered office in the commonwealth and the name of the appointed registered agent at that office:
(The corporation may not appoint itself registered agent. Registered agent may be an individual, including any officer of the corporation, or a different corporation.)

Name: KRUNAL CONTRACTOR
No. and Street: 455 LINCOLN STREET
City or Town: FRANKLIN State: MA Zip: 02038 Country: USA

The street address of the registered office of the corporation and the business address of the registered agent are identical as required by General Laws, Chapter 156D, Section 5.02.

I, KRUNAL CONTRACTOR, registered agent of the above corporation, consent to my appointment as the registered agent of the above corporation pursuant to G. L. c. 156D, Section 5.02.

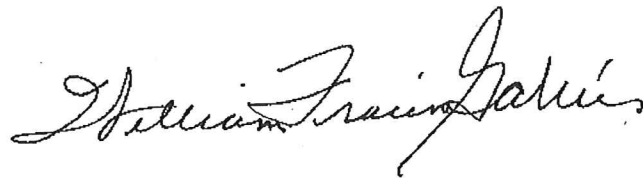
This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than *ninety days* from the date and time of filing is specified:
7/9/2019 Time: 2:00 PM

Signed by KRUNAL CONTRACTOR, its PRESIDENT
on this 8 Day of July, 2019

THE COMMONWEALTH OF MASSACHUSETTS

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

July 08, 2019 01:05 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

EXHIBIT B
CERTIFICATE OF GOOD STANDING



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: July 17, 2019

To Whom It May Concern :

I hereby certify that according to the records of this office,
CONTRACTOR & SONS INC.

is a domestic corporation organized on **June 14, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number:

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:

EXHIBIT C

CERTIFICATE OF VOTE

The directors now in office of the CONTRACTOR & SONS, INC. (the "Corporation"), do hereby consent to the adoption of the Votes set forth below, at a duly called meeting of the Board of Directors of the Corporation, adopt the votes set forth below which shall be treated for all purposes as votes of the Board of Directors, as fully as if the same had been duly presented to and adopted at a duly called and held meeting of the said Board.

VOTED: That the President of the Corporation, namely Pramod R. Contractor, who shall be in possession of a written authorization (made pursuant to the terms of this Vote) from the President, Treasurer or Secretary of the Corporation, be and are hereby authorized and directed for and in the name of and on behalf of the Corporation to duly execute and file the following documentation with the Town Council of the Town of Franklin and the Alcoholic Beverage Control Commission in connection with the Off Premises Retail All Alcoholic Beverage Package Store License, ABCC No. 00044-PK-0430, (the "License"), including but not limited to: (i) Common Victualer Application; (ii) Application for New License - ABCC MA Retail Alcoholic Beverages License Application Form; (iii) Business Certificate; (iv) Certificate of Compliance with State Laws; (v) Worker's Compensation Insurance Affidavit; and (vi) and any and all related documentation that the President shall deem appropriate in order to effectuate the aforementioned License transfer on the Corporation's behalf.

VOTED: That the President, Treasurer or Secretary, and each agent of the corporation, who shall be in possession of a written authorization (made pursuant to the terms of this Vote) from the President, Treasurer or Secretary of the Corporation, be and they are hereby authorized and directed for and in the name of and on behalf of the corporation to execute, certify, prepare and deliver such other instruments, documents, certificates and papers all of which certificates, instruments, documents and agreements shall be in such form and contain such terms and provisions as may be approved by the President, Treasurer or Secretary of the Corporation, in their sole and absolute discretion, and that the signature of the President, Treasurer or Secretary appearing on any such agreement, instrument, certificate or document shall be conclusive evidence of its having been deemed necessary or appropriate and ratified and approved by these votes and this Corporation and of its binding effect upon this Corporation, and to take any and all such other action as he, she or they shall deem necessary or appropriate to carry out the intent of the foregoing vote, and if requested or required, the President, Treasurer or Secretary is authorized to affix the corporate seal thereto and may attest the same and the execution by any one or more of them of any such other instrument, document, certificate or paper or the doing of any such act

or thing shall be conclusive evidence of his, her or their determination in that respect and his , her or their approval of the form, terms and conditions thereof;

VOTED: That the President, Treasurer or Secretary or any other officer of this Corporation be, and hereby is authorized to certify to the Town Council of the Town of Franklin and the Alcoholic Beverage Control Commission the names of the present and future officers of this Corporation and other persons, if any, authorized to sign and act for it and the offices respectively held by them together with the specimens of their signatures.



Pramod R. Contractor, Director

Rockland Trust Commitment Letter

July 16, 2019

Krunal Contractor
46 Chestnut St.
Bellingham, MA 02019

Re: Contractor & Sons, Inc. Liquor License Purchase from Moksh, LLC

Dear Krunal,

We are pleased to inform you that Rockland Trust Company (the "Bank") has pre-approved your application for a \$160,000.00 secured loan subject to the following conditions:

Borrower: Contractor & Sons, Inc.

Amount: \$160,000.00 or 80% of the purchase price

Maturity: 5 years from the date of the note

Interest Rate: Fixed at the prevailing 5 year FHLBB rate at the time of closing plus a margin of 275 basis points (2.75%)

Monthly Payment: Monthly principal and interest payments sufficient to fully amortize the subject loan over five years.

Collateral: Reliance on a first security interest in all business assets along with a pledge of the subject liquor license

Guarantors: Krunal Contractor, Pramod Contractor, and Contractor Realty, LLC

Costs: Borrower is to pay all related costs associated with the closing including but not limited to a commitment fee equal to 50 basis points (0.50%) of the principal amount.

Closing Date: No later than September 5, 2019

Additional Conditions: Usual and customary in transactions of this type, including without limitation, completion of customary due diligence, internal credit approval, satisfactory documentation and receipt by Borrower of all applicable permits, and approvals.

Sincerely,



Grant Nickerson, AVP

Evidence of electronic payment of
\$200.00 payable to the Commonwealth
of Massachusetts

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.

 **Transaction Processed Successfully.**
INVOICE #:

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL		\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

Date Paid: 8/1/2019 1:17:31 PM EDT

Payment On Behalf Of
License Number or Business Name:

Fee Type:
 FILING FEES-RETAIL

Billing Information
First Name:
 Richard
Last Name:
 Cornetta
Address:
 4 West Street
City:
 Franklin
State:
 MA
Zip Code:
 02038
Email Address:
 richard@cornettalaw.com

Request for Abutters List

Town of Franklin – Board of Assessors
355 East Central St
Franklin, MA 02038
Tel # 508-520-4920
Fax # 508-520-4923

Abutters List Request Form

Please Note: A \$25.00 fee per list is required to process your request. Payment is due at the time of submission of this form. Please allow 10 days from the date of both payment and submission of the form for the Assessors office to complete processing your request. (Revised 1-1-17)

Date of Request 08 / 1 / 2019

Assessors Parcel ID # (12 digits) 243 - 102 - 000 - 000

Property Street Address 465 Lincoln Street

Distance Required From Parcel # listed above (Circle One) **500** 300 100
(Note: if a distance is not circled, we cannot process your request)

Property Owner Contractor Realty, LLC

Property Owner's Mailing Address 465 Lincoln Street

Town/City Franklin State MA Zip Code 02038

Property Owner's Telephone # _____ - _____ - _____

Requestor's Name (if different from Owner) Richard Cornetta, Esq.

Requestor's Address 4 West Street, Franklin, MA 02038

Requestor's Telephone # _____ - _____ - _____

Office Use Only: Date Fee Paid / / Paid in Cash \$.

Paid by Check \$ Check # Town Receipt #



GateHouse Media New England

**Community Newspaper Co. –
Legal Advertising Proof**

15 Pacella Park Drive, Randolph, MA 02368
1800-624-7355 phone | 781-961-3045 fax

Order Number: CN13824759

Salesperson: Mary Joyce Waite

Contractor & Sons, Inc.
465 Lincoln Street
Franklin, MA 02038

Title:	Milford Daily News Legals	Class:
Start date:	8/19/2019 8/19/2019	Stop date:
Insertions:	1 58 ag	#Lines:
Price:	\$82.68	

Payment Information

Receipt#

Pmt. Type:

CC. Number: CC. Exp.:

Invoice Total: \$82.68

FRANLIN/LINCOLN ST. MARKET

LEGAL NOTICE

NOTICE OF PUBLIC

HEARING


FRANKLIN, MA

**Transfer / Change of Location/Pledge of §15 Package Store
License- All Alcoholic Beverages**

The Franklin Town Council will hold a Public Hearing on an application by Contractor & Sons, Inc. dba Lincoln Street Market located at 465 Lincoln Street, Franklin, MA for a transfer of the All Alcoholic Beverages Retail Package Store license owned by Moksh, LLC, at 353 Lincoln Street, Franklin, MA. The hearing will be held on Wednesday, September 4, 2019 at 7:10 PM in the Council Chambers, second floor of the Municipal Building, 355 East Central Street, Franklin, MA. Information on this application may be obtained in the Town Administrator's Office.

Submitted by,
Chrissy Whelton
Licensing Administrator

AD#13824759
MDN 8/19/19



The Franklin Public Library

Library Information and Update – September 4, 2019

Felicia O'S, PhD
Library Director


Outline

- Overview – Who we are & What we do
- Overview - Facilities
- Library Services
 - Facilities Usage
 - Collections usage
 - Programs
 - Types
 - Program Statistics
 - Attendance
 - Community Engagement
 - Feedback
- The Way Forward
- Summary

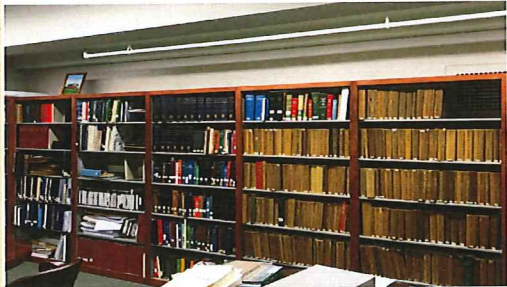
Overview

Who we are & What we do/1

- First Public lending Library in the nation



Archive Room



Overview

Who we are & What we do/2

- Our mission to engage, enrich and educate
- Serving a community of over 33,000 patrons
- Staffing
 - 8 Full Time
 - 7 Part Time
 - 19 Senior tax subsidized Volunteers
 - 16 non subsidized volunteers
 - 12 Teen volunteers

Overview

Who we are & What we do/3

- Hours
 - Fall (September - May)
 - Monday – Thursday: 9.00 am – 8.00 pm
 - Friday - Saturday: 9.00 am – 5.00 pm
 - Sunday: 1.30 am – 5.00 pm
 - Total = 63.5 hrs/Week
 - Summer (June, July, August)
 - Monday – Thursday: 9.00 am – 8.00 pm
 - Friday - Saturday: 9.00 am – 5.00 pm
 - Sunday: closed
 - Total = 60 hrs/Week

Overview
Facilities

- 30,000 sq ft of space
 - 22,000 sq ft – old building
 - 8,000 sq ft – new addition
- Major Spaces
 - Study/conference rooms
 - Meeting rooms
 - Reading room
 - Quiet Study
 - Dedicated youth space
 - Historical archive space

Facilities – The Franklin Public Library



Facilities – The Franklin Public Library



Facilities – The Franklin Public Library



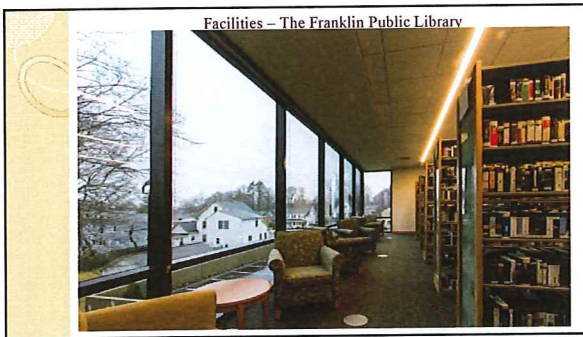
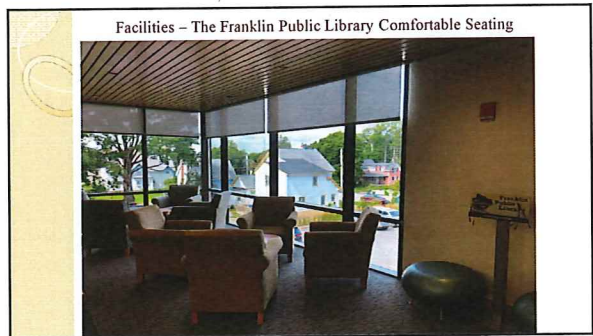
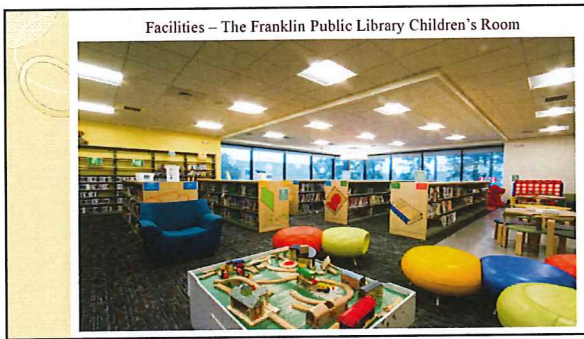
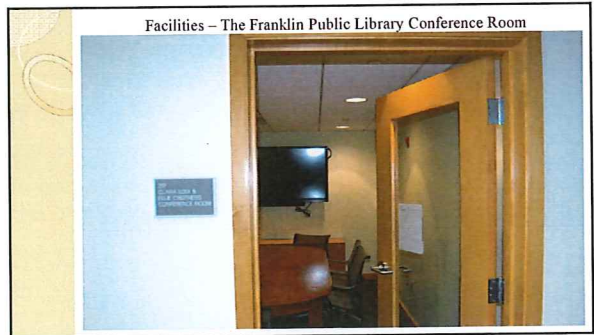
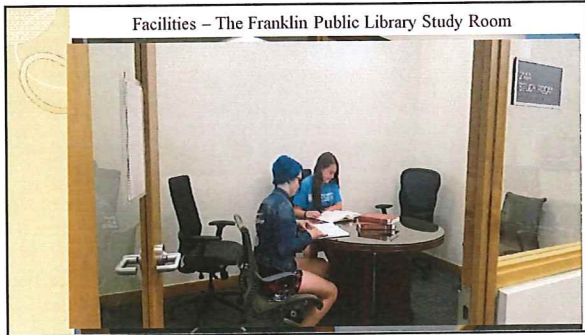
Facilities – The Franklin Public Library



Automated Self checking machine (features: self checking, pay fines, etc.)

Facilities – The Franklin Public Library





Library Facilities Usage

		FY 2018	FY 2019	% Change
1	Meeting/Study Rooms	1,031	2,192	112% ↑
2	Library visits	n/a	182,144	
3	Computer/website	n/a	71,828	
4	Wi-Fi daily use	n/a	650	

Library Services- Collections & programs

- Shared Resources
 - Physical collection
 - Digital collections
 - Minuteman Library Network
- Encouraging life-long learning & building Community
 - Adult programs
 - Teens Programs
 - Children Programs
 - Collaboration with local Organizations

Library Collections - Circulation

	FY 2018	FY 2019	% Change
Collection use	225,520	331,621	47% ↑

Library Programs

- Children's Programs
 - Designed for children between 0 and 5 years
 - Encourage social skills, promote early literacy and support school readiness
- Tween & Teen Programs
 - Designed for Middle and High School Students
 - Engage, involve and empower young adults
 - Help build confidence & leadership skills
- Adult Programs
 - Provide opportunities for information, entertainment and lifelong learning.

Library Programs - Examples

- Children's Programs
 - Babies (Tummy Time, Cool Cruisers, Baby Sensory)
 - Littles - ages 0-5 (Fertile Toddlers, Get Ready for Kindergarten, Story Explorers, Happy Feet, Bookworm Bounce)
 - School age 5+ (code it, Tales for Tales, Book Bites, Construction Junction, Craftmoons)
- Tween & Teen Programs (Middle & High School)
 - STEAM – Girls who code, Artist Amigos
 - Games – Chess club, Dungeons & Dragons club,
 - Volunteens, Teen Advisory Board, Chapter chew
- Adult Programs
 - Self care series -Health & wellness
 - Employment workshops
 - Music performances
 - Art classes

Library Programs

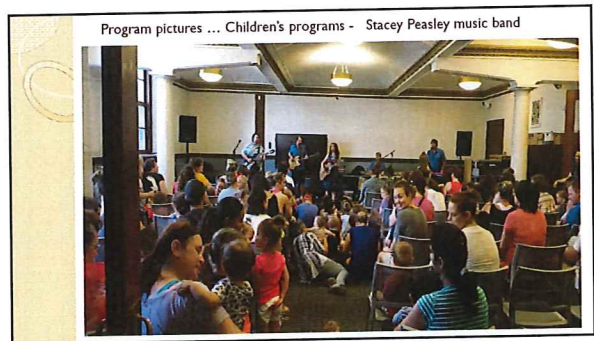
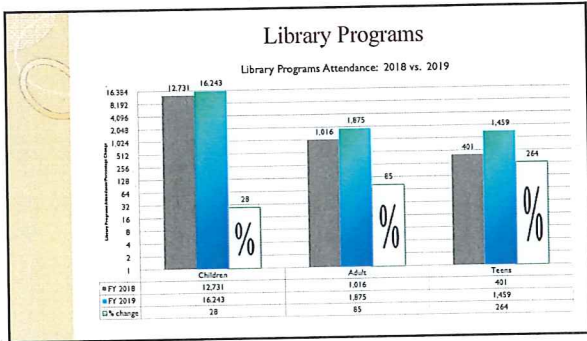
Program Statistics – Number of Programs

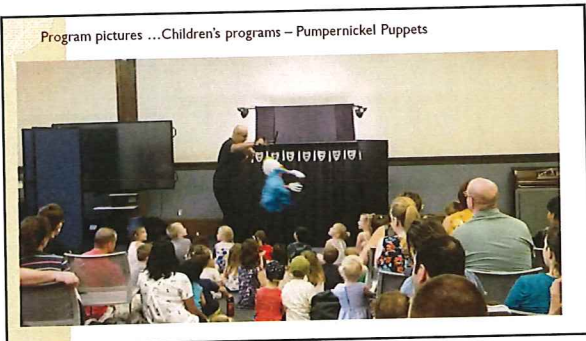
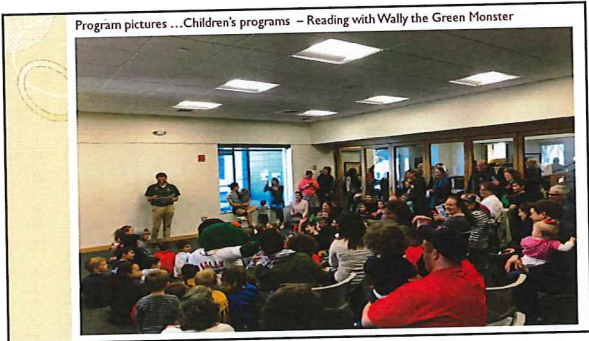
	Program Types	FY 2018	FY 2019	% Change
1	Children	395	551	39% ↑
2	Adult	58	106	83% ↑
3	Teens	35	166	374% ↑
	Total	488	823	68% ↑

Library Programs

Program Statistics – Attendance

	Program Types	FY 2018	FY 2019	% Change
1	Children	12,731	16,243	28% ↑
2	Adult	1,016	1,875	85% ↑
3	Teens	401	1,459	264% ↑
	Total	14,148	19,577	38% ↑





Program pictures ... - Harry Potter Party



Program pictures ...Tweens - Chess Club



Program pictures ... Tweens - Dungeons & Dragons



Program pictures ... - Teens- Hamilton throwdown - Trivia



Program pictures ... - Hamilton throwdown - trivia



Program pictures ... - Hamilton throwdown - Trivia



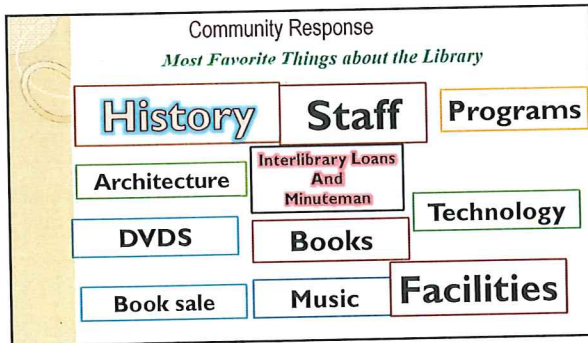


Community Engagement

- Taking the community's pulse
 - Continuous improvement
 - Elevate services
 - Responsive
 - Relevancy
- Survey Questions
 - For what reasons do you use the library?
 - What are your most favorite things about the library?
 - What are your least favorite things about the library?
 - What could we improve? What services could we add?

Community Response

For what reasons do you use the Library?



FRANKLIN PUBLIC LIBRARY
Follow-up survey
This time, it's personal...tell us what you think!

Answers can be long or short. You can be as general or as specific as you'd like. Feel free to use the back of the page if you need more space.

For what reasons do you use the library?
 Monthly passes
 digital books, ebooks, CDs, DVDs
 book sales

What are your most favorite things about the library?
 easy to find things in the computer area
 helpful staff
 comfortable chairs
 easy to use
 nice quiet area
 easy to find things
 easy to find things
 easy to find things

What are your least favorite things about the library?
 none

What could we improve? What services could we add?
 more digital books
 more digital books
 more digital books

FRANKLIN PUBLIC LIBRARY
Follow-up survey
This time, it's personal...tell us what you think!

Answers can be long or short. You can be as general or as specific as you'd like. Feel free to use the back of the page if you need more space.

For what reasons do you use the library?
 digital books, for entertainment!

What are your most favorite things about the library?
 easy to find things!

What are your least favorite things about the library?
 Stairs in new entrance

What could we improve? What services could we add?
 more digital books

FRANKLIN PUBLIC LIBRARY
Follow-up survey
This time, it's personal...tell us what you think!

Answers can be long or short. You can be as general or as specific as you'd like. Feel free to use the back of the page if you need more space.

For what reasons do you use the library?
 to read
 to do my homework
 to save money on CDs, DVDs and tickets

What are your most favorite things about the library?
 the comfortable chairs
 and work spaces

What are your least favorite things about the library?
 n/a

What could we improve? What services could we add?
 more trash cans

FRANKLIN PUBLIC LIBRARY
Follow-up survey
This time, it's personal...tell us what you think!

Answers can be long or short. You can be as general or as specific as you'd like. Feel free to use the back of the page if you need more space.

For what reasons do you use the library?
 library books, DVD and references

What are your most favorite things about the library?
 The staff!
 Always helpful!

What are your least favorite things about the library?
 lack of parking

What could we improve? What services could we add?
 Don't change anything!
 maybe just add some extra
 parking!

FRANKLIN PUBLIC LIBRARY
Follow-up survey

This time, it's personal...tell us what you think!

Answers can be long or short. You can be as general or as specific as you'd like. Feel free to use the back of the page if you need more space.

For what reasons do you use the library?
for all my needs

What are your most favorite things about the library?
The people

What are your least favorite things about the library?
they close!

What could we improve? What service would we add?
nothing

FRANKLIN PUBLIC LIBRARY
Follow-up survey

This time, it's personal...tell us what you think!

Answers can be long or short. You can be as general or as specific as you'd like. Feel free to use the back of the page if you need more space.

For what reasons do you use the library? *Overlook books & DVDs. Make requests for new titles for library to purchase.*

What are your most favorite things about the library?
The wonderful & friendly employees who are always ready to help in many different ways. The great basket of books & DVDs. I would take out & return my books.

What are your least favorite things about the library?
I have no complaints.

What could we improve? What services could we add?
Continue the same services as provided. My wants and needs are being fulfilled.

The Way Forward

- Strategic Plan
- Sustainable funding will enable us to:
 - Maintain certification and allow patrons unlimited access to Minuteman Library Network
 - Increase staff levels that enable us adequately meet our mission and the needs of our community
 - Recruit, retain, and develop highly qualified staff for all key functions
 - Maintain attractive, inviting, accessible, and well-equipped facilities.
 - Support quality programming
 - Maintain high-quality print, electronic, digital collections
 - Effectively and demonstrably meet the needs of our diverse community of individuals, families, businesses, and organizations

Summary

- Our Library and Library Services have grown
- Our mission is being successfully met
- Our patrons like our services
- We need your support to continue to meet and exceed the community's expectations.

? Questions ?

Thank you

Town of Franklin

Town Administrator
Tel: (508) 520-4949

Fax: (508) 520-4903



355 East Central Street
Franklin, Massachusetts 02038-1352

Memorandum

August 30, 2019

To: Town Council
From: Jamie Hellen, Town Administrator

Re: Resolution 19-59: Open Meeting Law Compliance

I am asking the Council to consider a resolution to adopt the municipal website as the official method of notice posting, in order to comply with Commonwealth's open meeting law regulations. Section 29.03 of G.L. Chapter 30A, Notice Posting Requirements, authorizes a municipality to adopt its website as the official method of notice posting by action of its Chief Executive Officer (the Town Administrator).

The municipal website is a popular resource for the public to access agendas and a variety of other community-related information. We have grown the website substantially during my tenure here and have a variety of features that should help inform and engage residents. Due to the extensive reach of the website, I ask that you consider adopting the Franklin Town Website as the official method of notice posting in order to comply with Open Meeting Law regulations.

Please note that all agendas will continue to be posted in the Town Clerk's Office board as a customer service for folks who view them as they come to the Municipal Building for other business.

Adoption of the website as the primary method of posting will be organization wide and will require all Boards and Committees to do the same.

If you have any additional questions please feel free to ask.



TOWN OF FRANKLIN

RESOLUTION 19-59

**OPEN MEETING LAW COMPLIANCE:
AUTHORIZATION TO ADOPT MUNICIPAL
WEBSITE AS OFFICIAL METHOD OF NOTICE POSTING**

WHEREAS, G.L. Chapter 30A Sections 18-25, the Open Meeting Law, authorizes the Attorney General to promulgate regulations to implement the law and the Attorney General has done so, said regulations being codified at 940 C.M.R. Section 29, and

WHEREAS, Section 29.03 Notice Posting Requirements Subsection 2(3) authorizes a municipality to adopt its website as the official method of notice posting, by action of its Chief Executive Officer, as defined in G.L. Chapter 4 Section 7, and

WHEREAS, G.L. Chapter 4 Section 7 provides that a municipality's Chief Executive Officer is designated by local charter and Franklin's Home Rule Charter designates the Town Administrator, and

WHEREAS, The Town Administrator seeks the Franklin Town Council's authorization for him to adopt the Town's website as the official method of notice posting for purposes of Open Meeting Law compliance.

NOW THEREFORE, BE IT RESOLVED that the Franklin Town Council hereby authorizes the Town Administrator to adopt the Town of Franklin's website as the official method of notice posting, for purposes of Open Meeting Law compliance, as provided in 940 C.M.R. 29.03(2)(b).

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

DATED: _____, 2019

VOTED:

UNANIMOUS _____

YES _____ NO _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

Memorandum

August 30, 2019

To: Town Council
From: Jamie Hellen, Town Administrator

Re: Resolution 19-60: Revision of 2019 Town Council Meeting Schedule

I am asking the Council to revise the 2019 Town Council Meeting Schedule.

This revision will include cancelling the November 27th meeting (the day before Thanksgiving) and will change the Tax Rate Hearing meeting to December 4th, 2019.

If you have any additional questions please feel free to ask.



**TOWN OF FRANKLIN
RESOLUTION 19-60**

2019 REVISED SCHEDULE OF TOWN COUNCIL MEETINGS

January	9	
January	30	
February	13	(FYI: February School Vacation 20th)
March	13	
March	20	
April	10	(FYI: April School Vacation April 15-20)
April	24	
May	8	
May	22 + 23	(Operating Budget Hearings)
June	5	
June	26	
July	24	
August	14	
September	4	
September	18	
October	2	
October	16	
November	13	
November	27	(Tax Rate Hearing)
December	4	(Tax Rate Hearing)
December	18	

DATED: _____, 2019

A True Record Attest:

**Teresa M. Burr
Town Clerk**

VOTED:

UNANIMOUS _____
YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

RECUSED _____

**Glenn Jones, Clerk
Franklin Town Council**

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

Memorandum

August 30, 2019

To: Town Council
From: Jamie Hellen, Town Administrator

Re: Resolution 19-61: Gift Acceptance - Police Department

The Franklin Police Department has received a generous donation in the amount of \$250 sent on behalf of Shaw's Supermarket. This donation was in the form of a \$250 Shaw's Supermarket gift certificate.

The donation is to be used at the discretion of the Franklin Police Department to provide services and programs to the community it serves. We are delighted to announce that the donated gift certificate will be used to support the Police Department's annual Halloween party, a free event geared towards children in the Franklin community. We thank Shaw's Supermarket for their support and exceptionally generous donation to the Franklin Police Department.

If you have any additional questions please feel free to ask.



TOWN OF FRANKLIN

RESOLUTION 19-61

Acceptance of Gift –Police Department

WHEREAS, The Franklin Police Department has received a generous donation of \$250 from Shaw’s Supermarket to be used at the discretion of the Franklin Police Department to assist the department in holding its Annual Halloween Party for the Franklin Community and its Families..

NOW THEREFORE, BE IT RESOLVED THAT:

The Town Council of the Town of Franklin on behalf of the Franklin Police Department gratefully accepts this generous donation to be used by the Franklin Police Department to assist the department in holding its Annual Halloween Party for the Franklin Community and its Families.

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

DATED: _____ , 2019

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

August 21, 2019

Shaw's Supermarket
ATTN: Mr. Miller
255 East Central Street
Franklin, MA 02038

Dear Mr. Miller,

On behalf of the Town of Franklin, I would like to thank you and Shaw's Supermarket for donating to the Franklin Police Department. The Franklin Police Department prides itself on its community engagement and the variety of services it provides to Franklin citizens. The Shaw's Supermarket gift card that has been so generously donated, will go towards funding the Police Department's annual Halloween Party, a popular free event for children up to grade 5.

We appreciate your generosity and find it gratifying that you have chosen to give back to the community. Please call if I can ever be of assistance.

Warmest Regards,

Jamie Hellen
Town Administrator

cc: Thomas J. Lynch, Chief of Police

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

Memorandum

August 30, 2019

To: Town Council

From: Jamie Hellen, Town Administrator

Re: Resolution 19-62: Acceptance of Easement for Traffic Signal Equipment on Property at 876 King Street

I am asking the Council to consider accepting an easement for traffic signal equipment on approximately 282 square feet of property located at 876 King Street. This easement is in relation to the traffic improvements required by the Planning Board for the development of the new Charter School building and warehouses located at the former Putnam site.

David A. Moody, the owner of a parcel of land located at 876 King Street, executed a Grant of Easement (attached) to the Town of Franklin for nominal consideration on August 23, 2019.

If you have any additional questions please feel free to ask.



Sponsor: Administration

TOWN OF FRANKLIN

RESOLUTION 19-62

**ACCEPTANCE OF EASEMENT FOR TRAFFIC SIGNAL EQUIPMENT ON
PROPERTY AT 876 KING STREET**

WHEREAS, David A. Moody, is the owner of a parcel of land located at 876 King Street in Franklin described in a deed recorded at Norfolk Registry of Deeds in Book 24185, Page 83,

WHEREAS, David A. Moody, executed a Grant of Easement to the Town of Franklin for nominal consideration on August 23, 2019, a true copy of said Grant of Easement together with attached "Exhibit A" sketch plan being attached hereto as "Exhibit 1", to provide the Town, according to said instrument, with the right to construct and maintain traffic signal equipment, within the easement areas, as shown on the sketch plan.

NOW THEREFORE, BE IT ORDERED that the Town of Franklin acting by and through its Town Council, accepts the Grant of Easement, a true copy of which is attached hereto as "Exhibit 1" and it is further ordered that the Grant of Easement together with a true copy of this resolution be recorded at Norfolk County Registry of Deeds.

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

DATED: _____, 2019

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

**Teresa M. Burr
Town Clerk**

ABSTAIN _____

ABSENT _____

RECUSED _____

**Glenn Jones, Clerk
Franklin Town Council**

Property Address: 876 King Street, Franklin, MA 02038

GRANT OF EASEMENT

I, **David A. Moody**, of 876 King Street, Franklin, Massachusetts (“Grantor”) owner of the real property located at 876 King Street, Franklin, Massachusetts,

in consideration of ONE DOLLAR,

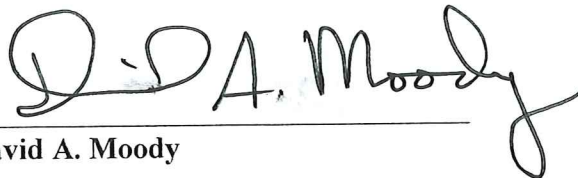
GRANT to the **Town of Franklin**, a municipal corporation with administrative offices located in the Franklin Municipal Building, 355 East Central Street Franklin, Norfolk County, Massachusetts, a permanent easement over under and through that portion of Grantor’s land shown as “Easement Area #1 and Easement Area #2 on the land of David Moody, Deed Book 24185 Page 83, Tax Map 321 Parcel 22” on a Plan of Land captioned “Plan of Easements for Washington Street and King Street Intersection Improvements, Franklin, Mass,” a copy of which is attached hereto as “Exhibit A”, said easement areas, collectively containing approximately 282 square feet, according to said plan (the “Easement Area”). Included in the foregoing grant of easement is the right to use said Easement Area as part of the public right of way for the purpose of constructing and maintain a traffic signal in the Town of Franklin.

The Grantor, for himself and his successors in title, covenants that he shall not permit any use within said Easement Area described herein which is inconsistent with this Grant of Easement including, but not limited to, the erection of any structures of any kind or performing any act which will impair the function and purpose of said Gant of Easement.

Said grant of easement is subject to easements and encumbrances of record.

For Grantor’s title, see deed dated October 20, 2006, and recorded in Book 24185, Page 83 at the Norfolk Registry of Deeds.

Witness the execution this 23 day of August, 2019.




David A. Moody

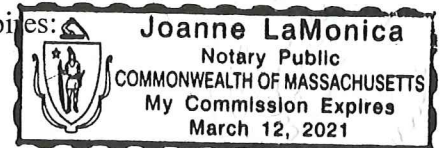
COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this 23 day of August, 2019, before me, the undersigned notary public, personally appeared, David A. Moody, proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public
My commission expires:



MORTGAGEE'S ASSENT

Dean Bank, a duly organized banking corporation with a principal place of business at 21 Main Street, Franklin, Massachusetts, 02038, holder of a mortgage from **David A. Moody** on the property located at 876 King Street, Franklin, Norfolk County, Massachusetts, described in the foregoing grant of easement, said mortgage being recorded in Book 30572, Page 509 at the Norfolk Registry of Deeds, do hereby assent to join in the foregoing Grant of Easement.

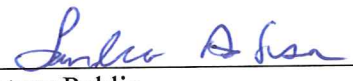
In witness whereof, **Dean Bank** has caused this instrument to be executed on its behalf by its duly-authorized officer this 21st day of August, 2019.


Jonathan P. Davis, SVP

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this 21 day of August, 2019, before me, the undersigned notary public, personally appeared, Jonathan P. Davis as SVP of **Dean Bank**, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily on behalf of the corporation for its stated purpose.



Notary Public
My commission expires:



"Exhibit A"

N/F
JUNIOR FAMILY TRUST
DEED BOOK 19575 PAGE 184
TAX MAP 321 PARCEL 58

N/F
THOMAS J. PALMER
DEED BOOK 30229 PAGE 216
TAX MAP 321 PARCEL 3

END 1927 COUNTY LAYOUT
BEGIN 1925 COUNTY LAYOUT

END 1925 COUNTY LAYOUT
BEGIN 1933 COUNTY LAYOUT

8 FT LONG BY 4 FT WIDE
TRAFFIC SIGNAL EASEMENT #2
AREA=32 SF ±

WASHINGTON STREET

KING STREET

50 FT LONG BY 5 FT WIDE
TRAFFIC SIGNAL EASEMENT #1
AREA=250 SF ±

N/F
DAVID MOODY
DEED BOOK 24185 PAGE 83
TAX MAP 321 PARCEL 22

N/F
ANNIE L. WHITING &
WILLIAM A. HALL
DEED BOOK 8128 PAGE 657
TAX MAP 321 PARCEL 13



North

Scale: 1"=40'

Town of Franklin, MA
Department of Public Works
Engineering Division
257 Fisher Street
Franklin, MA 02038

Plan of Easements
for
Washington Street and King Street
Intersection Improvements
Franklin, Mass

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

Memorandum

August 9, 2019

To: Town Council

From: Jamie Hellen, Town Administrator

Re: 19-844 Bylaw Amendment: Sewer Map Extension- 225 Plain Street

I am asking the Council to consider a Sewer Map Amendment for 225 Plain Street, located on the Bellingham town line. The sewer extension would involve the installation of a new sewer manhole and approximately 85 feet of new PVC sewer main.

The Applicant has indicated that he will donate \$1,000 to Franklin's water conservation efforts, as well as install a new hydrant at the end of the existing water main which will improve fire protection and water quality in the area.

I believe that the proposal provides a significant public benefit, and if the Council decides to approve the extension the following conditions should be attached to the approval:

1. The applicant will need to file all required permits, pay the required fees, and provide a financial contribution to the DPW prior to the construction/installation of the sewer main.
2. The applicant shall construct the proposed sewer main and service in accordance with DPW standards.
3. Plain Street shall be overlaid from edge to edge to avoid having a trench patch, and the asphalt joint sealed using infrared treatment.

If you have any additional questions please feel free to ask.



SPONSOR: Property Owner

**TOWN OF FRANKLIN
BY-LAW AMENDMENT 19-844, AS AMENDED**

AMENDMENT TO SEWER SYSTEM MAP

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

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:

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

§139-14. Sewer System Map

Exhibit A:

Extending sewer system for one single family residence at 225 Plain Street, which is located on the Bellingham town line, The sewer extension will involve the installation of a new sewer manhole and approximately 85 feet of new PVC sewer main.

Bylaw shall not become effective until all conditions agreed to between the developer and DPW are satisfied and a single family residence has been constructed at 225 Plain Street pursuant to a valid building permit.

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

DATED. _____, 2019

VOTED: _____

UNANIMOUSLY: _____

A True Record Attest:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

**Teresa M. Burr
Town Clerk**

RECUSED: _____

**Glenn Jones, Clerk
FRANKLIN TOWN COUNCIL**



TOWN OF FRANKLIN

DEPARTMENT OF PUBLIC WORKS

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

July 16, 2019

Mr. Jamie Hellen
Town Administrator
355 East Central Street
Franklin, MA 02038

RE: 225 Plain St – Sewer System Extension

Dear Jamie,

The applicant is applying for a Sewer Map Amendment for 225 Plain Street which is located on the Bellingham town line. The existing structure that was located on the Bellingham side of the lot was razed and a single family home is now being proposed to be built on the Franklin side of the lot.

The sewer extension would involve the installation of a new sewer manhole and approximately 85 feet of new PVC sewer main. The adjacent property at 221 Plain St currently has frontage on the sewer and the parcel across the street is Town of Franklin property. The subject property currently has access to Town water.

The Applicant has indicated he will donate \$1000 to Franklin's Water conservation efforts as well as install a new hydrant at the end of the existing water main which will improve fire protection and water quality in the area.

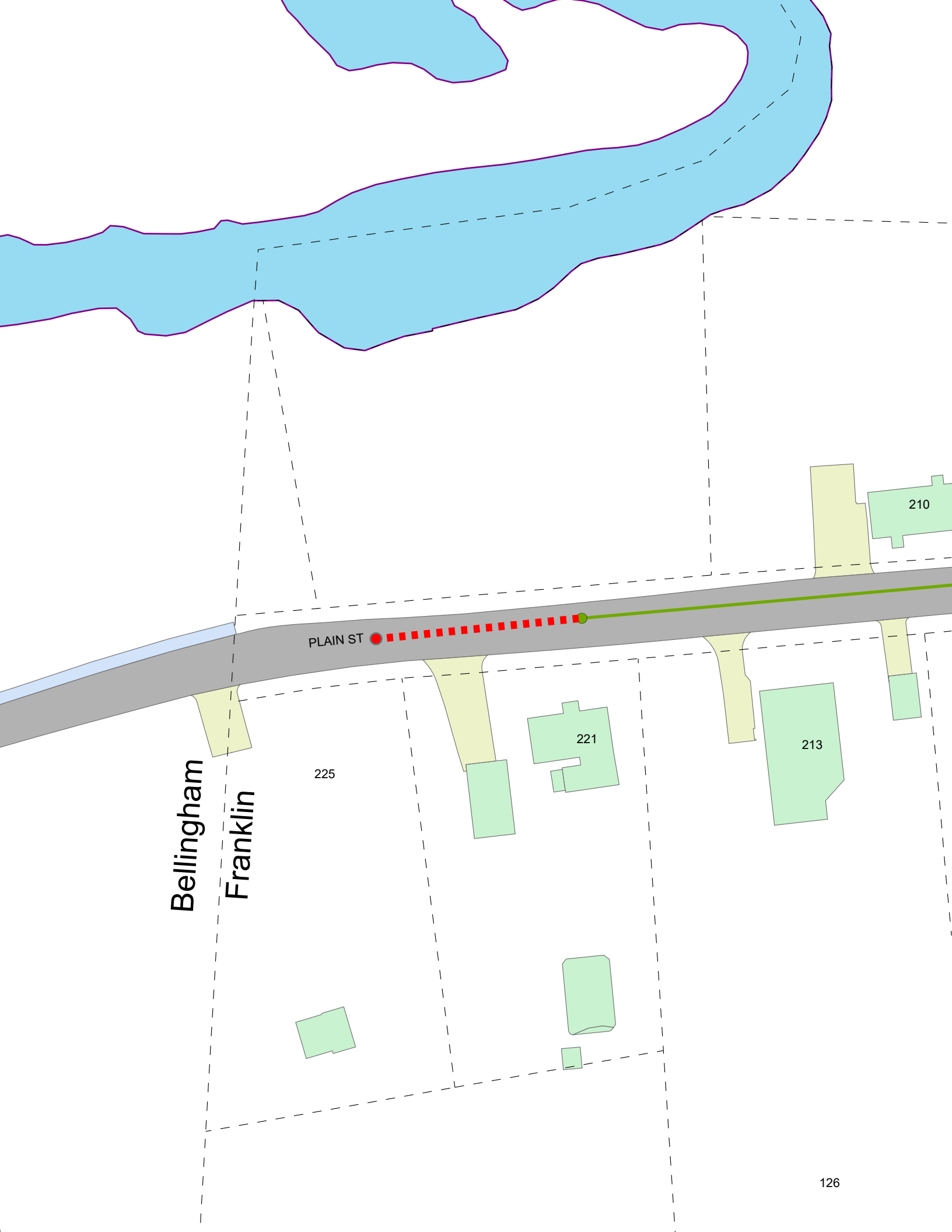
We believe that the proposal provides a significant public benefit. If the Council decides to approve the extension, we recommend the following conditions be attached to the approval:

1. The applicant will need to file all required permits, pay the required fees, and provide the financial contribution to the DPW prior to construction/installation of the sewer main.
2. The applicant shall construct the proposed sewer main and service in accordance with DPW standards.
3. Plain Street shall be overlaid from edge to edge to avoid having a trench patch, and the asphalt joints sealed using infrared treatment.

Sincerely,

Michael Maglio, PE
Town Engineer

Robert A. Cantoreggi
Director of Public Works



PLAIN ST

Bellingham

Franklin

225

221

213

210