



## FRANKLIN TOWN COUNCIL

### Agenda & Meeting Packet

January 30, 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. December 19, 2018
- b. January 9, 2019

#### 4. PROCLAMATIONS/RECOGNITIONS

- a. Swearing-in of Two Deputy Fire Chiefs

#### 5. APPOINTMENTS- *None*

#### 6. HEARINGS-

- a. Acceptance of Brielle Way as a Public Way.
- b. Layout, Acceptance, and Taking of Michael Road (Extension) and related easement.
- c. Acceptance of White Dove Road, Mockingbird Drive, and Blue Jay Street as a Public Way.
- d. Acceptance of Paddock Lane, Palomino Drive, Derby Lane & Carter Lane as Public Ways.
- e. Acceptance of Padula Drive as a Public Way.

#### 7. LICENSE TRANSACTIONS- New Annual All Alcohol License- Franklin Performing Arts Company

#### 8. PRESENTATIONS/DISCUSSIONS

- a. Public Works Water Presentation

#### 9. SUBCOMMITTEE REPORTS

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

#### 10. LEGISLATION FOR ACTION

- a. Resolution 19-02: Appropriation Capital FY19 (**Motion to Approve Resolution 19-02 Majority Vote (5)**)
- b. Resolution 19-03: Appropriation Turf Field Stabilization Fund FY19 (**Motion to Approve Resolution 19-03 Majority Vote (5)**)

- c. Resolution 19-04: Appropriation Fire Truck Stabilization Fund FY19 **(Motion to Approve Resolution 19-04 Majority Vote (5))**
- d. Resolution 19-05: Appropriation Water Main Appropriation & Borrowing Authorization FY19 **(Motion to Approve Resolution 19-05 Two-Thirds Majority Vote (6))**
- e. Resolution 19-06: Appropriation OPEB Trust Fund FY19 **(Motion to Approve Resolution 19-06 Majority Vote (5))**
- f. Resolution 19-07: Appropriation SPED Van FY19 **(Motion to Approve Resolution 19-07 Majority Vote (5))**
- g. Resolution 19-08: Appropriation Street Lighting LED Project FY19 **(Motion to Approve Resolution 19-08 Majority Vote (5))**
- h. Resolution 19-12: Acceptance of Gift - Veterans Services Department **(Motion to Approve Resolution 19-12 Majority Vote (5))**
- i. Resolution 19-13: Acceptance of Gift -Veterans Services Department **(Motion to Approve Resolution 19-13 Majority Vote (5))**
- j. Resolution 19-14: Order of Acceptance of Brielle Way as a Public Way **(Motion to Approve Resolution 19-14 Two-Thirds Majority Vote (6))**
- k. Resolution 19-15: Order of Layout, Acceptance, and Taking of Michael Road (Extension) and related easement **(Motion to Approve Resolution 19-15 Two- Thirds Majority Vote (6))**
- l. Resolution 19-16:Order of Acceptance of White Dove Road, Mockingbird Drive, and Blue Jay Street as a Public Way **(Motion to Approve Resolution 19-16 Two-Thirds Majority Vote (6))**
- m. Resolution 19-17: Order of Acceptance of Paddock Lane, Palomino Drive, Derby Lane & Carter Lane as Public Ways **(Motion to Approve Resolution 19-17 Two -Thirds Majority Vote (6))**
- n. Resolution 19-18:Acceptance of Private Road Covenant with Owner of Sole Lot Accessed by Padula Drive **(Motion to Approve Resolution 19-18 Majority Vote (5))**
- o. Resolution 19-19:Order of Acceptance of Padula Drive as a Public Way **(Motion to Approve Resolution 19-19 Two-Thirds Majority Vote (6))**
- p. Zoning Bylaw Amendment 18-822R: Changes To §185-20. Signs - **2nd Reading (Motion to Adopt Zoning Bylaw Amendment 18-822R - Two-Thirds Majority Roll Call Vote (6))**
- q. Zoning Bylaw Amendment 18-823: Changes To Sign District Regulations - **2nd Reading (Motion to Adopt Zoning Bylaw Amendment 18-823 -Two-Thirds Majority Roll Call Vote (6))**
- r. Zoning Bylaw Amendment 18-824: Changes To Sign District Overlay Map - **2nd Reading (Motion to Adopt Zoning Bylaw Amendment 18-824-Two-Thirds Majority Roll Call Vote (6))**
- s. Bylaw Amendment 19-835: Changes to Chapter 47, Alcoholic Beverages-**2nd Reading (Motion to Adopt Bylaw Amendment 19-835- Majority Roll Call Vote (5))**

**11. TOWN ADMINISTRATOR'S REPORT**

**12. FUTURE AGENDA ITEMS**

**13. COUNCIL COMMENTS**

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

**15. ADJOURN**

**FRANKLIN TOWN COUNCIL  
MINUTES OF MEETING  
December 19, 2018**

A meeting of the Town Council was held on Wednesday, December 19, 2018, at the Franklin Municipal Building, 355 East Central Street, Franklin, Massachusetts. Councilors present: Patrick Casey, Robert Dellorco, Melanie Hamblen, Glenn Jones, Matthew Kelly, Eamon McCarthy Earls, Thomas Mercer, Peter Padula, Deborah Pellegrini. Councilors absent: None. Administrative personnel in attendance: Jeffrey Nutting, Town Administrator; Jamie Hellen, Deputy Town Administrator; Mark Cerel, Town Attorney.

**CALL TO ORDER:** ► Chairman 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:** *None.*

**PROCLAMATIONS/RECOGNITIONS:** *None.*

**APPOINTMENTS:** *None.*

**HEARINGS:** *None.*

**LICENSE TRANSACTIONS:** ► **2019 Annual Alcoholic Beverages License Renewals.** ► Mr. Jones read the list of all 2019 Town of Franklin Alcohol License Renewals. ► **MOTION to Approve** the renewal of the alcoholic beverages licenses listed on the attached Renewal List for the year 2019 with the licenses that have fees or taxes outstanding to be held in the Town Administrator's Office until all items are paid by **Padula. SECOND by Kelly. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.**

**PRESENTATIONS/DISCUSSIONS: Technology Department.** ► Mr. Timothy Rapoza, Director of Technology Services, thanked the Town Council for inviting him to do this presentation. He provided a slideshow and overview of the Technology Services Department. He explained how it is a "merged" department providing services to all Town and School departments. His slides included the Town/School distribution of technology services employees and their duties. He reviewed and discussed each Technology Support Area with slides including End User Support, Device Support, Software Support, Network Support, Service Resources Support, Cloud Services Support, Security & Disaster Recovery, Facilities Support, State Reporting for Schools, and Evaluation and Purchasing of All Technology. ► Commission members asked questions including if the Town has been breached or hacked, what keeps the department staff the busiest, how do the tracking/training emails work, the cost of MUNIS, how to deny access when a Town employee is terminated, the timeline for the disaster recovery plan, and how to make sure the Town is covered regarding hacking. ► Mr. Rapoza said there have been some intrusions, but no hacks. He stated that one of the items that keeps them busy is repair of students' Chromebooks. He stated that because the Technology Department touches every department, he is involved in meetings with every department. He reviewed the fake email program designed to prevent hacking and how the follow-up training works. He discussed the disaster recovery documentation steps that need to be written down. ► Town Council members thanked Mr. Rapoza for the hard work the Technology Department does. ► Chairman Mercer stated a great concern is to make sure everything is being done to prevent hacking and maintain security. ► Mr. Nutting discussed the Town's insurance and how this year the company rolled out insurance for security for local governments; it was offered for free this first year. The Town

currently pays \$400,000 per year in insurance. He stated that if it costs \$5,000 more, that would be small money for big exposure; whatever the cost is, we are going to pay it. ► Mr. Rapoza stated the Town is as susceptible to ransomware as everyone else. He stated that we are doing everything we can; we follow best practices and are covering all the bases that need to be covered. He stated we are secure as we can possibly be. If there is a person that is determined enough, they could do what they need to do. He discussed some recent successes and ongoing projects and challenges. He stated that they are always trying to make things more secure. He noted staff retention is a concern, as well as the sustainability of the infrastructure. Things get old; they age out. With the current funding model, it will not support the aging out. He is working on this and creating cost projections. He discussed the sustainability of Chromebooks for students and possible future alternatives. He noted that yearly MCAS testing is done on Chromebooks; it is required.

#### **SUBCOMMITTEE REPORTS:**

1. **Capital.** ► Mr. Dellorco stated FinCom will be meeting on the capital program on January 8 and January 15, 2019, and the Capital Subcommittee will meet on January 9 and January 16, 2019.
2. **Budget.** ► Mr. Padula stated he expects to have dates by the next meeting.
3. **Economic Development.** ► Mr. Kelly stated he had nothing to report at this time.

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

- a. **Resolution 18-73: Designate Milford Daily News (Motion to Approve Resolution 18-73 - Majority Vote (5)).** ► Mr. Jones read the resolution. ► **MOTION to Approve** Resolution 18-73: Designate Milford Daily News to be utilized by all boards, departments, agencies and agents of the town to give notice to the public of pending public hearings for the next calendar year by **Kelly. SECOND** by **Dellorco. Discussion:** ► Mr. Nutting stated it is a legal requirement to designate a newspaper; we send about \$45,000 a year to them. ► Mr. Hellen noted the town has a legal notices' email subscription on the town website. ► Mr. Jones stated he was not satisfied with the amount of coverage the Town of Franklin gets from the Milford Daily News. ► Mr. Kelly stated this is the worst money spent in the budget; it is wasted money. He expressed that he does not know why this is not digitally required now. ► Mr. Dellorco asked if there is any legislation movement about this requirement. ► Mr. Earls stated there are many people in the community who do not have Internet access and do not get things digitally. He thanked Scott Calzolaio, Milford Daily News journalist, for the coverage he provides for the town. ► Mr. Padula stated that for the articles Mr. Calzolaio does cover, he does a fantastic job. ► **VOTE: Yes-9, No-0, Absent-0.**
- b. **Resolution 18-75: Acceptance of Private Road Covenant with Owner-Developer of O'Brien Estates, A Two-Lot Subdivision (Motion to Approve Resolution 18-75 - Majority Vote (5)).** ► **MOTION to Waive** the reading by **Padula. SECOND** by **Kelly. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.** ► **MOTION to Approve** Resolution 18-75: Acceptance of Private Road Covenant with Owner-Developer of O'Brien Estates, A Two-Lot Subdivision, by **Kelly. SECOND** by **Dellorco. Discussion:** ► Mr. Cerel stated this is something that has been done with some frequency. With a small subdivision, the Planning Board has frequently waived construction of some of the infrastructure. In return, the developer agrees to not ask the Town to take over the road and its supporting structures, and agrees to maintain them in perpetuity. That is what we have here. ► **VOTE: Yes-9, No-0, Absent-0.**
- c. **Zoning Bylaw Amendment 18-821: Zoning Map Changes On Or Near Plain Street, Pond Street, and Palomino Drive - 2nd Reading (Motion to Adopt Zoning Bylaw Amendment 18-821 - 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.** ► **MOTION to Adopt** Zoning Bylaw Amendment 18-821: Zoning Map Changes On Or Near Plain Street, Pond Street, and Palomino Drive by **Kelly. SECOND** by **Padula. Discussion:** ► Mr. Hellen requested the Town Council amend this final adoption to take out Parcel Number 212-028-000. Referring to the provided map, he stated this

is the parcel all the way on the right against Mine Brook; on the current version, it is two different colors on the map; on the other version it would be brought to Single-Family III. The proposal here, whether it is passed or not, has no actual impact. However, the landowner came in and met with them a few weeks ago and requested, as it would make her feel more comfortable, that parcel be taken off and left as is. Therefore, he is requesting to take that parcel out. ► **MOTION to Amend Zoning Bylaw Amendment 18-821 by removing Parcel Number 212-028-000 by Kelly. SECOND by Padula. Discussion:** ► Mr. Kelly asked if that included everything on that side of Pond Street. ► Mr. Hellen stated only that parcel. ► Mr. Nutting confirmed the owner only requested this change. He reminded everyone that this is a lot line correction that has been done throughout the community; they are trying to bring zone lines to property lines to clean up the map. ► **VOTE: Yes-9, No-0, Absent-0.** ► **MOTION to Adopt, as amended, Zoning Bylaw Amendment 18-821: Zoning Map Changes On Or Near Plain Street, Pond Street, and Palomino Drive by Kelly. SECOND by Padula. No Discussion:** ► **ROLL CALL VOTE:** Casey-YES; Dellorco-YES; Hamblen-YES; Jones-YES; Kelly-YES; Earls-YES; Mercer-YES; Padula-YES; Pellegri-YES. ► **VOTE: Yes-9, No-0, Absent-0.**

*Chairman Mercer recused himself.*

- d. **Bylaw Amendment 18-825: Chapter 47, Alcoholic Beverages – 2<sup>nd</sup> Reading (Motion to Adopt Bylaw Amendment 18-825 - Majority Roll Call Vote (5)).** ► **MOTION to Waive the reading by Padula. SECOND by Dellorco. No Discussion.** ► **VOTE: Yes-8, No-0, Absent-0.** ► **MOTION to Adopt Bylaw Amendment 18-825: Chapter 47, Alcoholic Beverages by Padula. SECOND by Dellorco. Discussion:** ► Mr. Nutting stated this is the final reading on a proposal regarding the liquor license laws to exempt performing arts centers and theaters from the requirement to serve food. This was discussed at a previous meeting. He stated that people who attend a theatrical performance and have a glass of wine or a beer are not there to consume alcohol in large amounts which is why the bylaw was put in place. This is great for the Town's economic development to encourage people to go to the theaters Downtown; we think it makes sense. Currently, the Black Box comes in for between 40-60 temporary licenses per year and has been doing that for many years; there has never been a problem. It is thoroughly supported by the Police Department to make this change. ► **ROLL CALL VOTE:** Casey-YES; Dellorco-YES; Hamblen-YES; Jones-YES; Kelly-YES; Earls-YES; Padula-YES; Pellegri-YES. ► **VOTE: Yes-8, No-0, Absent-0.**

*Chairman Mercer re-entered the meeting.*

- e. **Bylaw Amendment 18-828: Fees Bylaw Changes – 2<sup>nd</sup> Reading (Motion to Adopt Bylaw Amendment 18-828 - Majority Roll Call Vote (5)).** ► **MOTION to Waive the reading by Padula. SECOND by Kelly. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.** ► **MOTION to Adopt Bylaw Amendment 18-828: Fees Bylaw Changes by Kelly. SECOND by Padula. Discussion:** ► Mr. Hellen stated this is a second reading of the fees bylaw that they went through about one month ago. This just makes a few changes. It includes the food truck license fee, Farmer Series Brewery, Wine or Distillery, gives a waiver to folks in the Community Assistance Program for the Recycling Center fee, increases the parking rate by \$1.00 in the commuter and business parking, and a few other tweaks. ► **ROLL CALL VOTE:** Casey-YES; Dellorco-YES; Hamblen-YES; Jones-YES; Kelly-YES; Earls-YES; Mercer-YES; Padula-YES; Pellegri-YES. ► **VOTE: Yes-9, No-0, Absent-0.**
- f. **Zoning Bylaw Amendment 19-829: District Enumerated-Creation of Mixed Business Innovation Zoning District - Referral to the Planning Board (Motion to Refer Zoning Bylaw Amendment 19-829 to the Planning Board - Majority Vote (5)).** ► **MOTION to Waive the reading by Padula. SECOND by Dellorco. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.** ► **MOTION to Refer Zoning Bylaw Amendment 19-829: District Enumerated-Creation of Mixed Business Innovation Zoning District to the Planning Board by Kelly. SECOND by Dellorco. Discussion:** ► Mr. Hellen stated that the next six items on the agenda under Legislation for Action all deal with this same topic. He provided a brief background and explanation. He stated that this is a zoning bylaw to rezone the

Clark-Cutler-McDermott property as well as a handful of other adjacent properties from Industrial to a new zone called "Mixed Business Innovation District." He reviewed the provided map. He stated that the EDC has been discussing this rezone for three to five months. He noted the pending issues with Clark-Cutler as they are currently in bankruptcy court; they have had some people interested in the property. This will create the new zoning district and take out heavy manufacturing and hazmat and chemical related use from the current bylaw to reduce heavy traffic, noise and dangerous chemicals from any potential reuse on this site. ► Mr. Bryan Taberner, Director of Planning and Community Development, explained the Mixed Business Innovation District in more detail. He reviewed his two-page memorandum dated November 27, 2018, RE: Proposed Mixed Business Innovation Zoning District, Fisher and Hayward Streets. He stated that given the area's proximity to the Downtown and the Franklin Cultural District, the DPCD has included a wide variety of uses that could support reinvestment and reuse of the properties for light industrial, commercial, arts and cultural, institutional, or entertainment uses. He stated that these six zoning bylaw amendments are all related. The first four zoning bylaw amendments would create the new district that can be put on the map. The last two zoning bylaw amendments would actually put it on the map. He reviewed and explained each of the six zoning bylaw amendments. Zoning Bylaw Amendment 19-829 creates a definition of a Mixed Business Innovation Zoning District. Zoning Bylaw Amendment 19-830 adds the Mixed Business Innovation to the Use Regulation Table. Zoning Bylaw Amendment 19-831 adds the dimensional regulations for the Mixed Business Innovation Zoning District. Zoning Bylaw Amendment 19-832 adds the wording for the Mixed Business Innovation Zoning District. Zoning Bylaw Amendment 19-833 is the standard zoning map amendment to add these seven parcels. Zoning Bylaw Amendment 19-834 adds the Mixed Business Innovation Zoning District to the Sign District Overlay Map. ► Chairman Mercer stated that although Mr. Taberner provided an overview for all six amendments, he would like to limit the discussion to each of the amendments as they come up. He noted that they are currently discussing Zoning Bylaw Amendment 19-829. ► Mr. Kelly stated he likes the proposed bylaw; however, his concern is that it does not have a residential component. He would like to see the Planning Board have a residential component available so they could on a special permit look at that opportunity if it came in. ► Mr. Dellorco stated he agrees with Mr. Kelly. ► Mr. Earls stated it is a very inclusive plan. He stated that passing it in its current form is probably the best bet; worst case is that it could always come back before the Town Council to be reexamined in the future for the idea of a residential component. ► Mr. Padula stated he thinks if there are to be any changes to it, it needs to be done now. He asked what the objection was to the residential component piece. ► Mr. Taberner stated that there are several old buildings. If residential is allowed in that area by special permit, then you mix residential in with the other uses. There is potential for problems in reusing old buildings for residential. He stated the Fire Chief requested that residential is not allowed in this. Mr. Taberner agrees. If the buildings are to be reutilized, residential is not the way to go. Right now, if this is approved, there are a lot of uses allowed which will change the value to developers of the site; there are a lot more options allowed. There are seven properties owned by four different people. Three of the four are solidly behind this, the other is on the fence. ► Town Council members asked questions regarding this zoning bylaw amendment and adding a residential component. ► Mr. Taberner stated that adding residential is not the way he thinks it should go. ► Mr. Nutting pointed out that in Downtown there is retail and residential. This would be industrial and residential. He stated he agrees with Mr. Earls and they should go with the proposal as is. He noted that the Town Council can change zoning in 60 days if a great use is found. He stated this is going to the Planning Board and then back to Town Council for a public hearing. There is plenty of time to vet it. ► Mr. Kelly stated that they are talking about this Zoning Bylaw Amendment and somehow discussion has shifted to this particular parcel. He stated that if we are only talking about zoning for this parcel, then we may be teetering on a spot zoning problem. He stated he thinks the highest and best use for this parcel would be light industrial. ► Mr. Jones stated that his issue with this is in line with Mr. Kelly's. If we are going to be making a zoning bylaw amendment, we have to be responsible for looking at this as an all-encompassing zone. To not allow for the residential part of this would be leaving out an important part. We should potentially allow for the residential use by the Planning Board. We should not be discussing this in the sense that we are just targeting this one area. ► Mr.

Nutting stated that if a residential component is put in, it will become residential. There are 1,000 units under construction right now; we do not need any more housing right now. With the highest and best use, there will be condos galore at this location if housing is put in this bylaw. Someone will come in and rip down the buildings and add another 500 units. He does not think that is in the Town's best interest. ► Mr. Jones stated that as a zoning bylaw amendment this has to be looked at fully and not as if this is being targeted for a specific location. ► Mr. Hellen stated they have been working on this for quite some time. He explained the thought on this zoning bylaw. For this location, it would be a better zone than what it currently is. Hopefully, this will incentivize someone to do something there better than what could be done under the current zoning; the zoning being proposed is better than what is there today. He reiterated that zoning can be changed in 60 days by the Town Council. ► Chairman Mercer stated he agrees with Mr. Hellen at this point. He asked what the vote was at the EDC and what the feelings were from the EDC Committee members. ► Mr. Kelly stated the EDC Committee pushed it to the Town Council with an affirmative vote. He stated he was an affirmative vote as he thought it was best to hash the rest of this over with the full Town Council; he felt like the residential component was the only debate remaining. He stated that in regard to the parcel, he agreed with Mr. Hellen that the zoning is better. Although he does not want even 50 percent housing on that site, there is nothing that says they cannot write in the bylaw about having a percentage of housing allowed or by special permit. He stated a residential component should be included. ► Mr. Padula stated he thinks this is a good expansion of the uses. He thinks the residential component has been discussed and the way the bylaw is proposed at this time is in the best interest of the Town. ► Mr. Paul DeBaggis, 100 Milliken Avenue, stated that he looked at this quite carefully and his reaction is yes, this is what a town planner should be doing. He stated that we have a mill that has been sitting rather vacant for some time. Now someone has taken the initiative to get something in play. He stated that possibly it should have a residential component, but he does not think that should be a killing point. Getting more variety on this parcel is the way to go and this Mixed Business Innovation is a way to do that. He supports this the way it is presented. ► Ms. Beth Wierling, 164 Main Street, stated she thinks that the work that has been put into this bylaw is very good. Putting residential in this just does not make sense. The mix of residential and light industrial do not go together. This is a great bylaw that has the best interest of the community. She stated that the Town Council should listen to what the planner and Planning Department have put forward and move this forward. ► Mr. Kit Brady member of the Franklin Cultural District Committee, 36 Kimberlee Avenue, stated that the Franklin Cultural District was created by the Town Council. He was appointed as an advisory to the Town Council. This zoning plan is on a piece of land that is in the middle of the Cultural District. If this is approved, it is going to be a strong point in the development of the Cultural District. He thinks adding residential is a bad idea. The way the bylaw has been proposed is the way it will support the Cultural District and draw businesses. There are plenty of spaces for residential in Franklin. Speaking on behalf of the Franklin Cultural District Committee, he stated they support the proposed bylaw as it is written. ► **VOTE: Yes-9, No-0, Absent-0.**

- g. *Zoning Bylaw Amendment 19-830: Use Regulations-Mixed Business Innovation Zoning District - Referral to the Planning Board (Motion to Refer Zoning Bylaw Amendment 19-830 to the Planning Board - Majority Vote (5)).*** ► **MOTION to Waive** the reading by **Padula**. **SECOND** by **Dellorco**. **No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.** ► **MOTION to Refer** Zoning Bylaw Amendment 19-830: Use Regulations-Mixed Business Innovation Zoning District to the Planning Board by **Kelly**. **SECOND** by **Dellorco**. **Discussion:** ► Mr. Nutting stated he would leave the discussion to Mr. Taberner as all the amendments are related. ► Mr. Taberner stated this amendment is specifically for the uses that would be allowed in the district. ► Mr. DeBaggis stated the only exception he has to this very well-done article is on page 4 of the 11 pages of uses. He stated that regarding Residential V, listed in the GRV column, three uses have been added into Residential V: Business incubator and co-working space, Artisanal craft maker space, and Art gallery. The pros and cons of this can be discussed. However, these are not really needed and have nothing to do with the Clark-Cutler parcel. As an Residential V resident, he and others would prefer these uses to be removed from the article. ► Mr. Taberner stated that Mr. DeBaggis is talking about the three new

uses being proposed to be allowed by the Planning Board by special permit in RV. He explained that they looked at the current uses allowed and that is the reason these were added in. He is aware some other people have also noted concerns. He has no problem if these are removed, but the reasoning is pretty sound for why the uses are in there. It is the Town Council's call if they want to remove those three uses and make them a "no" for Residential V. ► Mr. Hellen reviewed the idea of the staff when these were put in; however, he noted that Mr. DeBaggis makes a good point. He stated putting "no" for those three uses is fine with him. ► **MOTION to Amend Zoning Bylaw Amendment 19-830: Use Regulations-Mixed Business Innovation Zoning District to reflect a change on page 4 of 11 pages of Zoning Use Regulation Schedule, Part II, Numbers 2.24, 2.25, and 2.26, all for GRV, to change from PB for Planning Board to N for No, by Kelly. SECOND by Dellorco. No Discussion. ► VOTE: Yes-9, No-0, Absent-0. ► MOTION to Refer, as amended, Zoning Bylaw Amendment 19-830: Use Regulations-Mixed Business Innovation Zoning District to the Planning Board by Kelly. SECOND by Dellorco. No Discussion. ► VOTE: Yes-8, No-1, Absent-0.** (Mr. Kelly voted No.)

- h. Zoning Bylaw Amendment 19-831: Mixed Business Innovation Zone Dimensional Regulations - Referral to the Planning Board (Motion to Refer Zoning Bylaw Amendment 19-831 to the Planning Board - Majority Vote (5)). ► MOTION to Waive the reading by Padula. SECOND by Kelly. No Discussion. ► VOTE: Yes-9, No-0, Absent-0. ► MOTION to Refer Zoning Bylaw Amendment 19-831: Mixed Business Innovation Zone Dimensional Regulations to the Planning Board by Kelly. SECOND by Dellorco. No Discussion. ► VOTE: Yes-9, No-0, Absent-0.*
- i. Zoning Bylaw Amendment 19-832: Changes to §185-20. Signs, Mixed Business Innovation Zoning District - Referral to the Planning Board (Motion to Refer Zoning Bylaw Amendment 19-832 to the Planning Board - Majority Vote (5)). ► MOTION to Waive the reading by Padula. SECOND by Kelly. No Discussion. ► VOTE: Yes-9, No-0, Absent-0. ► MOTION to Refer Zoning Bylaw Amendment 19-832: Changes to §185-20. Signs, Mixed Business Innovation Zoning District to the Planning Board by Kelly. SECOND by Padula. No Discussion. ► VOTE: Yes-9, No-0, Absent-0.*
- j. Zoning Bylaw Amendment 19-833: Zoning Map Changes from Industrial to Mixed Business Innovation on Area on or near Fisher and Hayward Streets - Referral to the Planning Board (Motion to Refer Zoning Bylaw Amendment 19-833 to the Planning Board - Majority Vote (5)). ► MOTION to Waive the reading by Padula. SECOND by Kelly. No Discussion. ► VOTE: Yes-9, No-0, Absent-0. ► MOTION to Refer Zoning Bylaw Amendment 19-833: Zoning Map Changes from Industrial to Mixed Business Innovation on Area on or near Fisher and Hayward Streets to the Planning Board by Kelly. SECOND by Dellorco. No Discussion. ► VOTE: Yes-9, No-0, Absent-0.*
- k. Zoning Bylaw Amendment 19-834: Changes to Sign District Overlay Map, Mixed Business Innovation Zoning District - Referral to the Planning Board (Motion to Refer Zoning Bylaw Amendment 19-834 to the Planning Board - Majority Vote (5)). ► MOTION to Waive the reading by Padula. SECOND by Kelly. No Discussion. ► VOTE: Yes-9, No-0, Absent-0. ► MOTION to Refer Zoning Bylaw Amendment 19-834: Changes to Sign District Overlay Map, Mixed Business Innovation Zoning District to the Planning Board by Kelly. SECOND by Padula. No Discussion. ► VOTE: Yes-9, No-0, Absent-0.*

**TOWN ADMINISTRATOR'S REPORT:** ► Mr. Nutting thanked the Chairman for allowing him to miss the last Town Council meeting. He congratulated the Town Council for making the best decision they have made since January 2001; it is wonderful for the Town Council and the community that Mr. Hellen will be the next Town Administrator. He stated it has been an honor to work with Mr. Hellen for the last three years; he brings integrity and strong ethics. He thanked all the Town employees for all the work they do day in and day out. He thanked the Town Council for all their hard work and for what they have been able to accomplish. He wished everyone a safe and happy holiday. ► Mr. Hellen thanked the great employees and staff in the Town for the work they do. He wished everyone a Merry Christmas, Happy Holidays, and Happy New Year.



**FUTURE AGENDA ITEMS:** ► Ms. Hamblen stated she would like a discussion regarding the Community Preservation Act and what the numbers would be if Governor Baker made it a 50 percent match for preserving open space and historic houses. ► Mr. Casey asked if the Planning Board could give a presentation with a broad discussion of future projects coming up in the new year; it would be good to have more transparency so people can be aware of what is coming. ► Mr. Nutting suggested the Chair and Vice Chair of the Planning Board present and not the entire board or they would have to post it as a meeting. ► Mr. Cerel stated the Planning Board will be limited in what they can talk about regarding pending matters. ► Mr. Earls stated that in January or February he would like the Town Council to look at the current antiques and junk dealer licensing for the Town. ► Mr. Cerel stated that second-hand sales are regulated. He worked on this with the prior Police Chief. The issue of concern is ensuring that the place is run properly, clean, and would not be a nuisance; there is also concern about fencing stolen goods. ► Ms. Pellegrini requested the DPW give a presentation about the water issues in Franklin regarding all the new developments while the Town still has a water ban. ► Mr. Nutting stated they were planning to have a presentation by the DPW probably the second meeting in January relating to the continuation of the water line program; that would be a good opportunity to broaden the discussion and address those concerns. ► Mr. Jones requested the state Senate and House members be invited to give an introduction of the new members. ► Mr. Hellen stated he has reached out and they will work out a date.

**COUNCIL COMMENTS:** ► Town Council members wished everyone Merry Christmas, Happy New Year, and Happy Holidays. They thanked all the Town employees for their great work. They wished everyone a safe and healthy new year. ► Mr. Jones stated he was very proud of all the Tri-County students. They all wore dark blue today for Spirit Week in remembrance of the former Tri-County Dean of Students Chris Beaton who passed away this week.

**EXECUTIVE SESSION:** *None.*

**ADJOURN: MOTION to Adjourn by Kelly. SECOND by Dellorco. No Discussion. ► VOTE: Yes-9, No-0, Absent-0. Meeting adjourned at 9:15 PM.**

Respectfully submitted,

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Judith Lizardi  
Recording Secretary

**FRANKLIN TOWN COUNCIL  
MINUTES OF MEETING  
January 9, 2019**

A meeting of the Town Council was held on Wednesday, January 9, 2019, at the Franklin Municipal Building, 355 East Central Street, Franklin, Massachusetts. Councilors present: Patrick Casey, Robert Dellorco, Melanie Hamblen, Glenn Jones, Eamon McCarthy Earls, Thomas Mercer, Peter Padula, Deborah Pellegrini. Councilors absent: Matthew Kelly. Administrative personnel in attendance: Jeffrey Nutting, Town Administrator; Jamie Hellen, Deputy Town Administrator; Mark Cerel, Town Attorney.

**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. He stated that Mr. Nutting is upstairs in a negotiation prep meeting and will be joining this meeting shortly; Mr. Kelly had an emergency to deal with and he is not sure if he will be late or unable to make it to tonight's meeting.

**CITIZEN COMMENTS:** ► Ms. Teresa Burr, Town Clerk, 27 Brushwood Hill, wished everyone a Happy New Year. She reminded dog owners that dog licensing registration has started and is in effect January 1 to April 1. Dog registration can be done online or at the Town Clerk's office. The census will be going out the week of the 20<sup>th</sup>. As well, a dog registration form will be enclosed in the census. Please check the census form to confirm all data is correct and up to date. Please contact the Town Clerk's office with any questions. She stated a Top Dog drawing will take place on April 2. All the dog pictures will be put into a box and three winners will be selected. More information is available on the website or at the Town Clerk's office.

*Mr. Nutting entered the meeting at 7:05 PM.*

**APPROVAL OF MINUTES: November 28, 2018 and December 12, 2018.** ► **MOTION to Approve** the November 28, 2018 meeting minutes by **Dellorco. SECOND** by **Padula. No Discussion.** ► **VOTE: Yes-8, No-0, Absent-0.** ► **MOTION to Approve** the December 12, 2018 meeting minutes by **Dellorco. SECOND** by **Padula. No Discussion.** ► **VOTE: Yes-8, No-0, Absent-0.**

**PROCLAMATIONS/RECOGNITIONS: None.**

**APPOINTMENTS: None.**

*Note: Agenda items taken out of order.*

**PRESENTATIONS/DISCUSSIONS:** ► **OPEB Actuarial Presentation-Daniel Sherman.** ► Mr. Daniel Sherman of Sherman Actuarial Services, LLC, reviewed the three documents provided regarding the actuarial valuation of the Town of Franklin's post-retirement benefits program. He stated the valuation report contains information required by government agencies that towns have to measure their liability and put it on the financial statements. He stated the document titled "June 30, 2017, Actuarial Valuation of the Post-Retirement Benefits Plan of the Town of Franklin" is one that he is producing for all his OPEB clients. This is where the numbers are located that review concerns such as how much will this cost, when are we going to pay, and how are we going to pay. He reviewed page 3 of said document and noted that Full Pre-funding is 7.5%. As of June 30, 2017, the Unfunded Actuarial Liability was \$70,227,060. He stated that the Town of Franklin is a little ahead of its peers in funding the liability. He reviewed how much should be paid into the Trust yearly to fund this obligation. He stated that the Town pays approximately \$2.5 million as the normal cost; approximately \$3.7 million in new money would be

needed as well. He noted that in 2018 the Town put in \$800,000, but that was only a chunk of the additional \$3.7 million needed. ► Town Council members asked questions. ► Mr. Sherman then discussed the single-page document “Franklin OPEB Plan, Full Prefunding Schedule without Implicit Subsidy.” He stated this is a better document to look at for funding purposes than the chart found in the larger document that includes the implicit subsidy. He noted the ARC column is the sum of the Normal Cost and the Amortization of UAL. This is the amount the Town will want to pay each year to fund the OPEB obligation. Mr. Sherman stated this chart is based on keeping the same number of employees, a 4.5% increase in health care costs per year, and life insurance costs will not change. ► Mr. Nutting confirmed that if the Town does not pay the full amount each year, the numbers on the chart will change as more of the obligation is pushed into future years. He discussed the pension obligation and when it would be paid off. ► Mr. Sherman explained that when the pension obligation is paid off, the funds can be diverted to fund OPEB; he stated that the numbers could be rerun to show this. ► Town Council members asked questions. ► Mr. Sherman stated that only the Town of Wellesley is fully funded right now. He briefly reviewed page 5 of the “Post Retirement Benefits Actuarial Valuation of The Town of Franklin, June 30, 2018 Actuarial Valuation Report, GASB 74 & 75” document. He noted liabilities and assets and stated that at 5.7% funded, the Town is doing a little better than its peers as above 5% is a little unusual.

#### **HEARINGS:**

*a. Zoning Bylaw Amendment 18-822: Changes To §185-20. Signs.*

*b. Zoning Bylaw Amendment 18-823: Changes To Sign District Regulations*

*c. Zoning Bylaw Amendment 18-824: Changes To Sign District Overlay Map*

► Chairman Mercer declared the hearings for Zoning Bylaw Amendment 18-822, Zoning Bylaw Amendment 18-823, and Zoning Bylaw Amendment 18-824 open. ► Mr. Bryan Taberner, Director, Planning and Community Development, stated these are three amendments related to the Town’s Sign Bylaw. He stated that Zoning Bylaw Amendment 18-822 amends the main portion of the sign bylaw. The major changes relate to free standing signs, temporary signs, and political signs. Zoning Bylaw Amendment 18-823 is an amendment to the sign district regulations for dimensions and number of signs. He provided examples of potential sign problems and the proposed amended language to provide reasonable regulation and control of signs. He stated that they also added a section on construction screening in the Downtown and he discussed regulations for political signs. He stated that Zoning Bylaw Amendment 18-824 is an amendment to the Sign District Overlay Map that was created in 2012 and has not been updated since. There are several small changes to the map. Going forward, every time we have an actual zoning map change, we will change this map if it applies. He stated that the Planning Board recommended approval of these three zoning bylaw amendments to the Town Council with one recommended change in Section B 4 regarding preexisting nonconforming signs and replacement. He reviewed a minor change in Section I, Enforcement, as well. He stated the Zoning Enforcement Officer is the Building Commissioner; therefore, he suggested removing the wording listing the Franklin Police Department from this section. ► Mr. Mark Fitzgerald, Chairman, Design Review Commission, confirmed that if a sign is non-compliant and it gets damaged, it can be rebuilt as non-compliant. He asked if this policy was in line with how it is with non-compliant buildings needing repair. ► Chairman Mercer stated yes. ► Mr. Hellen stated the EDC discussed this bylaw numerous times and he believes it was a unanimous vote. ► Mr. Casey asked about enforcement. ► Mr. Taberner explained that the Building Commissioner is the enforcement agent; therefore, there is no reason to have the Franklin Police Department listed. ► Ms. Pellegrini addressed political signs and reviewed the amended wording. ► Mr. Taberner reviewed the political sign proposed changes as well as the exemptions sections. ► Mr. Ceral noted a U.S. Supreme Court decision that extends even broader protections. ► **MOTION to Close the Public Hearings for Zoning Bylaw Amendment 18-822, Zoning Bylaw Amendment 18-823, and Zoning Bylaw Amendment 18-824 by Dellorco. SECOND by Padula. No Discussion. ► VOTE: Yes-8, No-0, Absent-0.**

**LICENSE TRANSACTIONS: None.**

**PRESENTATIONS/DISCUSSIONS (continued): ► 2018-2019 Goals Update.** ► Mr. Hellen stated this is an update to the goals document that was prepared last January with the new Town Council. He stated that on the three-page document, he has provided notes in red of the current status of each goal. If a goal is crossed out, it is done. At the end of the document, items were added that came up in the middle of the year that also got done; some substantial projects have been completed. ► Chairman Mercer stated he asked Mr. Nutting and Mr. Hellen to put this on tonight's agenda so the Town Council could review it. These goals were put together on January 10, 2018. He thought it was important to see what has and has not been accomplished and if there were any items that should be added. ► Town Council members asked questions about the completed and pending goals. ► Mr. Padula asked about the \$20 to \$25 million to renovate/expand the Police Station facility. How will this study be done? ► Mr. Hellen stated they reached out to a consultant architect. He provided a quick scope and a few options for this expansion for 10,000 sq. ft. or 15,000 sq. ft. The \$20 to \$25 million is just a reasonable estimate for the current site. This money does not include any land acquisition if they wanted to put the station anywhere else. There are not a lot of sites in the community. This would get to the needs for the next 30 to 40 years; the consultant did not do a full-end study. He noted this was one of the goals of the previous Town Council as well. ► Mr. Padula stated the police force has come up with a great 4x4 schedule, more diversity, and saved money. He asked how the Town was doing on the DelCarte project. ► Mr. Hellen stated that regarding the remediation of the invasive weeds, in this year's capital funding they are recommending \$23,000 to fund the project for the next two years in order to finish. The invasive fish are a different matter; the weeds have to be taken care of first. ► Mr. Earls asked about the electric aggregation bid and the Red Brick School. ► Mr. Hellen stated that regarding the electric aggregation, they go out to bid a few times a year. Unfortunately, they have not gotten any positive bids that would really benefit the taxpayers. He stated they told the consultant that they are looking for one penny below market rate to provide benefit for the taxpayers. He will be speaking with the consultant again next week. He stated he hopes to issue a Request for Expressions of Interest for the Red Brick School this week. The goal is by the end of March to get written proposals for their vision or idea for using the Red Brick School. ► Mr. Nutting provided an update for the Nu-Style project. It has to go through permitting, the Planning Board, and Conservation. The owner wants to build a new showroom and parking area. ► Mr. Casey requested an opioid litigation update. ► Mr. Nutting stated they can provide an update in a few weeks. ► Mr. Hellen stated the Town filed the required paperwork with the law firm. ► Mr. Jones expressed concern about the region Franklin is in regarding the Municipal Aggregation. ► Mr. Hellen stated energy is different and sometimes it does not make sense; most of it is out of the control of the town. ► Chairman Mercer asked if it is worth it to put another RFI out on the South Franklin church. It is sitting there dormant. It should be used for something or get rid of it. ► Mr. Nutting stated there has never been an RFI on the church; there has been an architectural study done. He suggested the Town Council discuss what they want to achieve. He stated the building is 160 years old and it does not have a conforming lot. Most uses would require a ZBA variance. Everything around it is Residential. ► Chairman Mercer said he would like an RFI put out to see what comes back. ► Mr. Nutting asked if there should be parameters on the RFI; do they want to meet with the neighbors first? There needs to be some thought about what some acceptable uses would be. ► Chairman Mercer requested this be put on another agenda for discussion and notices be sent to neighbors to let them know there will be a discussion. ► Ms. Pellegrini suggested moving the building and attaching it to the Historical Commission building to have a twin museum. ► Ms. Hamblen asked about the police station renovation and the dispatch center. ► Mr. Nutting reviewed the police station space needs. He stated he thought it was a great location and it would be good to do a renovation. He stated that even to lease the Red Brick School there is a specific process which he reviewed. He said there are many challenges for the building.

#### **SUBCOMMITTEE REPORTS:**

- a. **Capital.** ► Mr. Dellorco said they had their first meeting tonight and had in public safety (Police and Fire) and DPW (Brutus and Water Department). Everything is looking good. We have a little over \$3.7 million to spend. It looks like it will be a very good year and a lot will get accomplished. The next meeting is next Wednesday. He stated they should be able to come to Town Council at the end of January/beginning of February with a full report.

- b. **Budget.** ► Mr. Padula stated they have a meeting on February 13, 2019. They will be looking at fiscal policies. They will be lining up some other meetings as well.
- c. **Economic Development.** ► Chairman Mercer stated he does not think they have meet since the last Town Council meeting.

#### LEGISLATION FOR ACTION:

- a. **Resolution 19-01: Acceptance of Gift - Franklin Council on Aging (Motion to Approve Resolution 19-01 - Majority Vote (5)).** ► Mr. Jones read the resolution. ► **MOTION to Approve Resolution 19-01: Acceptance of Gift - Franklin Council on Aging, not to exceed \$1,500 from the Fletcher Hospital Corporation, by Dellorco. SECOND by Padula. Discussion:** ► Mr. Nutting stated this is some of the interest that gets used for the public good from the money Mr. Fletcher left the Town of Franklin about 100 years ago. ► **VOTE: Yes-8, No-0, Absent-0.**
- b. **Resolution 19-09: Acceptance of Gift - Franklin Police Department (Motion to Approve Resolution 19-09 - Majority Vote (5)).** ► Mr. Jones read the resolution. ► **MOTION to Approve Resolution 19-09: Acceptance of Gift - Franklin Police Department, not to exceed \$2,500 from the Koudelka Family, by Padula. SECOND by Dellorco. Discussion:** ► Mr. Jones said thank you. ► **VOTE: Yes-8, No-0, Absent-0.**
- c. **Resolution 19-10: Acceptance of Gift - Franklin Police Department (Motion to Approve Resolution 19-10 - Majority Vote (5)).** ► Mr. Jones read the resolution. ► **MOTION to Approve Resolution 19-10: Acceptance of Gift - Franklin Police Department, not to exceed \$100 from Joan Spiegel, by Dellorco. SECOND by Padula. No Discussion.** ► **VOTE: Yes-8, No-0, Absent-0.**
- d. **Resolution 19-11: Acceptance of Gift - Franklin Police Department (Motion to Approve Resolution 19-11 - Majority Vote (5)).** ► Mr. Jones read the resolution. ► **MOTION to Approve Resolution 19-11: Acceptance of Gift - Franklin Police Department, not to exceed \$50 by Guerriere & Halnon, Inc., by Padula. SECOND by Dellorco. No Discussion.** ► **VOTE: Yes-8, No-0, Absent-0.**
- e. **Zoning Bylaw Amendment 18-822: Changes To §185-20. Signs – 1<sup>st</sup> Reading (Motion to Move Zoning Bylaw Amendment 18-822 to a 2<sup>nd</sup> Reading - Majority Vote (5)).** ► **MOTION to Waive the reading by Padula. SECOND by Dellorco. No Discussion.** ► **VOTE: Yes-8, No-0, Absent-0.** ► **MOTION to Move Zoning Bylaw Amendment 18-822: Changes To §185-20. Signs to a 2<sup>nd</sup> Reading by Dellorco. SECOND by Padula. Discussion:** ► Mr. Nutting stated he would like the Town Council to offer the amendment put forth by Mr. Taberner on §185-20 Sections B and I as outlined in the memo. ► **MOTION to Amend Zoning Bylaw Amendment 18-822: Changes To §185-20. Signs., Sections B and I as outlined in the memo put forth and presented by Mr. Taberner, by Dellorco. SECOND by Padula. No Discussion.** ► **VOTE (on the amendment): Yes-8, No-0, Absent-0.** ► **VOTE (to Move Zoning Bylaw Amendment 18-822, as amended, to a 2<sup>nd</sup> Reading): Yes-8, No-0, Absent-0.**
- f. **Zoning Bylaw Amendment 18-823: Changes To Sign District Regulations – 1<sup>st</sup> Reading (Motion to Move Zoning Bylaw Amendment 18-823 to a 2<sup>nd</sup> Reading - Majority Vote (5)).** ► **MOTION to Waive the reading by Padula. SECOND by Dellorco. No Discussion.** ► **VOTE: Yes-8, No-0, Absent-0.** ► **MOTION to Move Zoning Bylaw Amendment 18-823: Changes To Sign District Regulations to a 2<sup>nd</sup> Reading by Dellorco. SECOND by Padula. Discussion:** ► Mr. Nutting stated this is all part of the three bylaw changes. ► **VOTE: Yes-8, No-0, Absent-0.**
- g. **Zoning Bylaw Amendment 18-824: Changes To Sign District Overlay Map – 1<sup>st</sup> Reading (Motion to Move Zoning Bylaw Amendment 18-823 to a 2<sup>nd</sup> Reading - Majority Vote (5)).** ► **MOTION to Waive the reading by Padula. SECOND by Dellorco. No Discussion.** ► **VOTE: Yes-8, No-0, Absent-0.** ► **MOTION to Move Zoning Bylaw Amendment 18-823: Changes To Sign District**

Overlay Map to a 2<sup>nd</sup> Reading by **Dellorco. SECOND** by **Padula. No Discussion.** ► **VOTE: Yes-8, No-0, Absent-0.**

- h. Bylaw Amendment 19-835: Changes to Chapter 47, Alcoholic Beverages – 1<sup>st</sup> Reading (Motion to Move Bylaw Amendment 19-835 to a 2<sup>nd</sup> Reading - Majority Vote (5)).* ► Mr. Jones read the bylaw amendment. ► **MOTION to Move** Bylaw Amendment 19-835: Changes to Chapter 47, Alcoholic Beverages to a 2<sup>nd</sup> Reading by **Padula. SECOND** by **Dellorco. Discussion:** ► Mr. Helen stated this is a proposed bylaw amendment to exempt an establishment which holds an Alcoholic Beverages Control Commission-issued farmers series license from the requirement to serve food. The EDC approved this to move to the full Council. Mr. Helen stated that additional research was done and is provided. ► **VOTE: Yes-8, No-0, Absent-0.**

**TOWN ADMINISTRATOR’S REPORT:** ► Mr. Nutting said they are at the beginning of a very challenging budget year. There are lots of meetings set up. There will not be sufficient funds for all the needs. ► Mr. Hellen congratulated Mr. Brutus Cantoreggi, DPW Director, for being chosen to be the new Town Administrator in Norfolk. He will be missed. He thinks Mr. Cantoreggi will be here for six or seven more weeks for transition.

**FUTURE AGENDA ITEMS:** ► Mr. Earls requested the Chief of Police to discuss the arrest data and some of the changes and updates to the Police Station.

**COUNCIL COMMENTS:** ► Mr. Padula, Ms. Hamblen, Mr. Casey, and Chairman Mercer congratulated Mr. Cantoreggi. ► Mr. Casey thanked those donating to the Council on Aging and the Police Department. He thanked Mr. Hellen for having the state look into the timer at the intersection at Stop & Shop. ► Mr. Nutting stated there is still more to be done with the intersection; the left-hand stack lane needs to be longer. It is the most dangerous intersection in Franklin. Hopefully, the improvements will lessen the accidents. ► Mr. Dellorco stated it was a failed intersection by DOT. ► Chairman Mercer said let’s get 2019 off to a good start.

**EXECUTIVE SESSION:** *None.*

**ADJOURN: MOTION to Adjourn** by **Padula. SECOND** by **Dellorco. No Discussion.** ► **VOTE: Yes-8, No-0, Absent-0. Meeting adjourned at 8:34 PM.**

Respectfully submitted,

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Judith Lizardi  
Recording Secretary



Sponsor: Administration

## TOWN OF FRANKLIN

### RESOLUTION 19-14

#### ORDER OF ACCEPTANCE OF BRIELLE WAY AS PUBLIC WAY

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

**WHEREAS**, Brielle Way is a laid-out and constructed road in a residential subdivision shown on a definitive subdivision plan approved by the Town of Franklin Planning Board and recorded at Norfolk County Registry of Deeds in Plan Book 586 at Pages 16 and 31,

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

#### **NOW THEREFORE, BE IT ORDERED THAT:**

1. The Town Council of the Town of Franklin determines that it is in the public interest to accept Brielle Way shown on the above-referenced definitive subdivision plan and also shown on the street acceptance plan entitled "Brielle Way Street Acceptance Plan for Land Located in the Town of Franklin, Massachusetts", dated: April 5, 2016 and prepared by Dunn-McKenzie, Inc. Land Surveying and Civil Engineering, 206 Dedham Street Rt. 1A at Rt. 115, Norfolk, Massachusetts 02056, to be recorded herewith, as a public way.
2. In accordance with said determination, the Franklin Town Council hereby accepts the following road shown on said street acceptance plan as a public way with the fee ownership thereof to vest in Town:

Brielle Way, for its entire length

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

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

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

**DATED:** \_\_\_\_\_, 2019

**VOTED:**

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

**A True Record Attest:**

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

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

**Teresa M. Burr**  
**Town Clerk**

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

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



PARCEL ID	Location	TOWN OF FRANKLIN	BRIELLE WAY & MICHAEL RD EXT street acceptance	Mailing Address	City	State	Zip
334-007-001-000	16 MICHAEL RD	OWNER	CO-OWNER	16 MICHAEL RD	FRANKLIN	MA	02038
334-007-002-000	6 BRIELLE WAY	GEORGE ALLISON B	GEORGE LANCE M	6 BRIELLE WAY	FRANKLIN	MA	02038
334-007-003-000	24 MICHAEL RD	BAKER DEAN C	BAKER JEANNE L	24 MICHAEL RD	FRANKLIN	MA	02038
334-007-004-000	25 MICHAEL RD	PANELLA DAVID A TR	PANELLA MICHAEL REALTY TRUST	25 MICHAEL RD	FRANKLIN	MA	02038
334-007-005-000	21 MICHAEL RD	DILLON WILLIAM R JR	DILLON TOBEY	21 MICHAEL RD	FRANKLIN	MA	02038
334-007-006-000	MICHAEL RD	COPPE JUSTIN K	COPPE DEBORAH	21 MICHAEL RD	FRANKLIN	MA	02038
334-007-007-000	15 MICHAEL RD	CLEMENT STEVEN P TR	K & J REALTY TRUST	PO BOX 367	WRENTHAM	MA	02093
334-007-008-000	MICHAEL RD	BROWN KENNETH M	BROWN KARAL	15 MICHAEL RD	FRANKLIN	MA	02038
335-005-002-000	2 BRIELLE WAY	CLEMENT STEVEN P TR	K & J REALTY TRUST	PO BOX 789	WRENTHAM	MA	02093
335-005-003-000	5 BRIELLE WAY	CRANDALL BRIAN J	CRANDALL ERIN K	2 BRIELLE WAY	FRANKLIN	MA	02038
335-005-004-000	1 BRIELLE WAY	DRAPER WILLIAM F	DRAPER ANGELA C	5 BRIELLE WAY	FRANKLIN	MA	02038
		SHERLOCK COURTNEY P	MILLER JONATHAN	1 BRIELLE WAY	FRANKLIN	MA	02038

*Erin M. Doyle, 12-17-2018*

January 4, 2019

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

Attention: LEGAL NOTICES DEPT.

PLEASE ADVERTISE -- Once in the Legal Ads Section on Tuesday, January 15, 2019.

**NOTICE OF PUBLIC HEARING  
FRANKLIN, MA**

Pursuant to Chapter 163 of the Legislative Acts of 2011, the Franklin Town Council will hold a public hearing on Wednesday evening, January 30, 2019 at 7:10 p.m. in the Council Chambers located on the second floor of the Franklin Municipal Building, 355 East Central Street, Franklin, MA to determine whether it is in the public interest to accept the following named roads as public ways:

Brielle Way  
Michael Road (Extension)  
White Dove Road  
Mockingbird Drive  
Blue Jay Street  
Paddock Lane  
Palomino Drive  
Derby Lane  
Canter Lane  
Padula Drive

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

Submitted by,  
Chrissy Whelton

-----  
Send 1 tear sheet

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



Sponsor: Administration

## TOWN OF FRANKLIN

### RESOLUTION 19-15

#### ORDER OF LAYOUT, ACCEPTANCE, AND TAKING OF MICHAEL ROAD (EXTENSION) AND RELATED EASEMENT

**WHEREAS**, by virtue of Massachusetts General Laws Chapter 82, Section 21 and 24, the Town of Franklin, acting by and through its Town Council, is authorized to lay out, accept and take by eminent domain under Massachusetts General Laws Chapter 79, or acquire by purchase or otherwise, any lands, rights of way or easements necessary for the construction, and maintenance of roadways for public use, and

**WHEREAS**, the Town Council has held a public hearing after having given prior written notice thereof to the owner of record of each property abutting the road and notice by newspaper publication, and

**WHEREAS**, the laying out, acceptance, and taking by eminent domain of the fee in Michael Road (Extension) and a related drainage easement, all as hereinafter described, for roadway purposes is recommended by the Planning Board, the Town Administrator and the Director of the Franklin Department of Public Works, and

**WHEREAS**, Steven P. Clement, Trustee of the K & J Realty Trust, u/d/t dated October 29, 1995 recorded at Norfolk County Registry of Deeds in Book 11093 at Page 663, the owner of the fee in said roadway, has conveyed said roadway to the Town by deed dated January 5, 2018, to be recorded at Norfolk County Registry District and/or Registry of Deeds herewith, and Kenneth M. Brown and Kara L. Brown of 15 Michael Road, Franklin, MA, the owners of said property, which is also shown as Lot 3 on the plans referred-to hereinafter have conveyed a thirty-foot wide drainage easement running across the rear of Lot #3 to Town by Grant of Easement to be recorded herewith, and

**WHEREAS**, the purpose of this order is to comply with statutory requirements and/or to confirm title in the Town and no land damages are therefore anticipated, and

**WHEREAS**, said layouts, acceptances and takings are in the best public safety interests of the Town of Franklin.

#### **NOW, THEREFORE, BE IT ORDERED THAT:**

1. The Town Council of the Town of Franklin, by virtue of and in exercise of and the execution of power and authority conferred by said statutes, hereby adjudges that

public safety, necessity and convenience require the layout, acceptance, and taking by eminent domain, of the land hereinafter described, for the purposes hereinafter stated.

2. The Town of Franklin, acting by and through the Town Council by virtue of and in the exercise of the power and authority conferred by said statutes and in accordance with the provisions of Massachusetts General Laws Chapter 79 and Chapter 82, Sections 21 and 24, and all and every other power and authority it does possess, DOES HEREBY LAYOUT AND ACCEPT AS A TOWN WAY AND TAKE BY EMINENT DOMAIN for roadway purposes: The following land shown on definitive subdivision, approved under the subdivision control law by Franklin Planning Board on December 6, 2004, and recorded in the Norfolk County Registry of Deeds in Plan Book 586 Pages 16 and 31." (the "Subdivision Plan"), and also shown on the street acceptance plans entitled "Michael Road Street Acceptance Plan for Land Located in the Town of Franklin, Massachusetts" prepared by Dunn-McKenzie, Inc., 206 Dedham Street, Rt. 1A at Rt. 115, Norfolk, MA, dated June 10, 2016 to be recorded herewith.

Fee Interest in Roadway

Michael Road, for its entire length

Related Interests in Land

Also, the following interests in land shown on the above-described plan:

Thirty-foot wide drainage easement running across the rear of Lot #3

3. The Town Treasurer and Town Comptroller are directed and the Town Administrator is directed and authorized to do all things and to execute all documents necessary for the prompt payment of the amount of damages awarded in this Order of Taking, so that the same shall be payable within sixty (60) days after right to damages becomes vested in the person from whom the property was taken. The Town Administrator is further directed to direct the Town Attorney for and on behalf of the Town Council to give notice of this taking and pertinent information to every person entitled thereto in accordance with the provisions of Massachusetts General Laws Chapter 79, Sections 7B, 7C, 7F, 7G, 8A and 8B.
4. This Order of Layout, Acceptance, and Taking confirms Town's Acceptance of above-referenced Steven P. Clement, Trustee's deed dated January 5, 2018 and Kenneth M. Brown's and Kara L. Brown's Grant of Easement dated January 3, 2018 and makes clear the Town of Franklin's title to the above-described parcels of land which said instruments conveyed to the Town of Franklin.

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** \_\_\_\_\_

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

**Teresa M. Burr**  
**Town Clerk**

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

---

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

PARCEL ID	Location	TOWN OF FRANKLIN	BRIELLE WAY & MICHAEL RD EXT street acceptance	City	State	Zip
334-007-001-000	MICHAEL RD	OWNER	CO-OWNER	FRANKLIN	MA	02038
334-007-002-000	16 MICHAEL RD	GEORGE ALLISON B	GEORGE LANCE M	FRANKLIN	MA	02038
334-007-003-000	6 BRIELLE WAY	BAKER DEAN C	BAKER JEANNE L	FRANKLIN	MA	02038
334-007-004-000	24 MICHAEL RD	PANELLA DAVID A TR	PANELLA MICHAEL REALTY TRUST	FRANKLIN	MA	02038
334-007-005-000	25 MICHAEL RD	DILLON WILLIAM R JR	DILLON TOBEY	FRANKLIN	MA	02038
334-007-006-000	21 MICHAEL RD	COPPE JUSTIN K	COPPE DEBORAH	FRANKLIN	MA	02038
334-007-007-000	MICHAEL RD	CLEMENT STEVEN P TR	K & J REALTY TRUST	FRANKLIN	MA	02038
334-007-008-000	15 MICHAEL RD	BROWN KENNETH M	BROWN KARAL	WRENTHAM	MA	02093
335-005-002-000	MICHAEL RD	CLEMENT STEVEN P TR	K & J REALTY TRUST	FRANKLIN	MA	02038
335-005-003-000	2 BRIELLE WAY	CRANDALL BRIAN J	CRANDALL ERIN K	WRENTHAM	MA	02093
335-005-004-000	5 BRIELLE WAY	DRAPER WILLIAM F	DRAPER ANGELA C	FRANKLIN	MA	02038
335-005-004-000	1 BRIELLE WAY	SHERLOCK COURTNEY P	MILLER JONATHAN	FRANKLIN	MA	02038

*Erin M. Doyle, 12-17-2018*

January 4, 2019

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

Attention: LEGAL NOTICES DEPT.

PLEASE ADVERTISE -- Once in the Legal Ads Section on Tuesday, January 15, 2019.

**NOTICE OF PUBLIC HEARING  
FRANKLIN, MA**

Pursuant to Chapter 163 of the Legislative Acts of 2011, the Franklin Town Council will hold a public hearing on Wednesday evening, January 30, 2019 at 7:10 p.m. in the Council Chambers located on the second floor of the Franklin Municipal Building, 355 East Central Street, Franklin, MA to determine whether it is in the public interest to accept the following named roads as public ways:

Brielle Way  
Michael Road (Extension)  
White Dove Road  
Mockingbird Drive  
Blue Jay Street  
Paddock Lane  
Palomino Drive  
Derby Lane  
Canter Lane  
Padula Drive

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

Submitted by,  
Chrissy Whelton

-----  
Send 1 tear sheet

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



Sponsor: Administration

## TOWN OF FRANKLIN

### RESOLUTION 19-16

#### ORDER OF ACCEPTANCE OF WHITE DOVE ROAD, MOCKINGBIRD DRIVE AND BLUE JAY STREET AS PUBLIC WAYS

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

**WHEREAS**, White Dove Road, Mockingbird Drive and Blue Jay Street are laid-out and constructed roads in a residential subdivision shown on a definitive subdivision plan approved by the Town of Franklin Planning Board and recorded at Norfolk County Registry of Deeds in Plan Book 430 as Plan No. 300 of 1995,

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

#### **NOW THEREFORE, BE IT ORDERED THAT:**

1. The Town Council of the Town of Franklin determines that it is in the public interest to accept White Dove Road, Mockingbird Drive, and Blue Jay Street all shown on the above-referenced definitive subdivision plan and also shown on the street acceptance plan entitled "Partridge Run Estates Franklin Massachusetts Roadway Acceptance Plan White Dove Road, Mockingbird Drive, and Blue Jay Street", dated: December 5, 2018 and prepared by GCG Associates, Inc., Wilmington, Massachusetts, to be recorded herewith, as public ways.
2. In accordance with said determination, the Franklin Town Council hereby accepts the following roads shown on said street acceptance plan as public ways with the fee ownership thereof to vest in Town:

White Dove Street, for its entire length  
Mockingbird Drive, for its entire length  
Blue Jay Street, for its entire length



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

Drain easement shown on Sheet 1 off Blue Jay Street, running between Lots 8 and 9 and also located on rear portions of Lots 7, 8, and 9,

Thirty-foot wide utility easement shown on Sheet 2, running between Mockingbird Drive and Blue Jay Street between Lots 16 and 17, and also between Lots 11 and 12, and also located on Lot 12.

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

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

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

**DATED:** \_\_\_\_\_, 2019

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

**A True Record Attest:**

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

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

**Teresa M. Burr**  
**Town Clerk**

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

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

PARCEL ID	Location	Owner	TOWN OF FRANKLIN	CoOwner	Mailing Address	City	State	Zip
2221-013-000-000	PARTRIDGE ST	FRANKLIN TOWN OF			355 EAST CENTRAL STREET	FRANKLIN	MA	02038
2221-016-000-000	318 PARTRIDGE ST	BERNHEART RICHARD G & GAIL D TRS		BERNHEART FAMILY REV TRUST	318 PARTRIDGE ST	FRANKLIN	MA	02038
2221-017-000-000	4 MOCKINGBIRD DR	KOZIL NATHAN S		KOZIL GINDY T	4 MOCKINGBIRD DRIVE	FRANKLIN	MA	02038
2221-018-000-000	8 MOCKINGBIRD DR	CARBONI WAYNE E		MCNALLY KATHRYN	8 MOCKINGBIRD DR	FRANKLIN	MA	02038
2221-019-000-000	12 MOCKINGBIRD DR	COHEN JOSEPH J		COHEN ROBIN D	12 MOCKINGBIRD DR	FRANKLIN	MA	02038
2221-020-000-000	11 WHITE DOVE RD	LEBLANC BENJAMIN E		SPTACHER-LEBLANC MARGARET A	11 WHITE DOVE RD	FRANKLIN	MA	02038
2221-020-001-000	WHITE DOVE RD	MARINELLA CONSTRUCTION INC			PO BOX 411	FRANKLIN	MA	02038
2221-021-000-000	7 WHITE DOVE RD	WARREN CHRISTOPHER J		WARREN KAREN L	7 WHITE DOVE RD	FRANKLIN	MA	02038
2221-022-000-000	22 BLUE JAY ST	SALVAGGIO VINCENT P		SALVAGGIO DIANE M	22 BLUE JAY ST	FRANKLIN	MA	02038
2221-023-000-000	BLUE JAY ST	FRANKLIN TOWN OF			355 EAST CENTRAL STREET	FRANKLIN	MA	02038
2221-024-000-000	BLUE JAY ST	MARINELLA CONSTRUCTION INC			PO BOX 411	FRANKLIN	MA	02038
2221-025-000-000	25 BLUE JAY ST	MILLER STEPHEN C & CHERYL A TRS		STEPHEN & CHERYL MILLER LIV TR	25 BLUE JAY ST	FRANKLIN	MA	02038
2221-026-000-000	21 BLUE JAY ST	DUSTIN CYNTHIA E			21 BLUE JAY ST	FRANKLIN	MA	02038
2221-027-000-000	17 BLUE JAY ST	GULLO ROGER A			17 BLUE JAY ST	FRANKLIN	MA	02038
2221-028-000-000	13 BLUE JAY ST	O'NEIL KEVIN R		GULLO JANICE A	9 BLUE JAY ST	FRANKLIN	MA	02038
2221-029-000-000	9 BLUE JAY ST	SEETHARAMAN AJAY		O'NEIL ELIZABETH M	5 BLUE JAY ST	FRANKLIN	MA	02038
2221-030-000-000	5 BLUE JAY ST	DOLBY BRIAN E		AJAY JYOTIPRIYA	13 BLUE JAY ST	FRANKLIN	MA	02038
2221-031-000-000	6 BLUE JAY ST	LANDRY TIMOTHY D		DOLBY LEIGH ANN	9 BLUE JAY ST	FRANKLIN	MA	02038
2221-032-000-000	10 BLUE JAY ST	CASHIN SUSAN S		LANDRY CHRISTINE M	5 BLUE JAY ST	FRANKLIN	MA	02038
2221-033-000-000	18 BLUE JAY ST	PATTEN ROBERT W			10 BLUE JAY ST	FRANKLIN	MA	02038
2221-034-000-000	11 MOCKINGBIRD DR	TRAUTMAN CLIFFORD G		PATTEN IVY S	18 BLUE JAY ST	FRANKLIN	MA	02038
2221-035-000-000	5 MOCKINGBIRD DR	BERGERON ADAM P			P O BOX 344	FRANKLIN	MA	02038
2221-036-000-000	306 PARTRIDGE ST	BYRNE JOSEPH D		BERGERON NICOLE P	5 MOCKINGBIRD DR	FRANKLIN	MA	02038
2221-039-000-000	268 PARTRIDGE ST	PASQUAROSA NICHOLAS P		BYRNE SUSAN M	306 PARTRIDGE ST	FRANKLIN	MA	02038
2221-040-000-000	264 PARTRIDGE ST	WHITE MARTIN J		PASQUAROSA JENNIFER M	268 PARTRIDGE ST	FRANKLIN	MA	02038
				WHITE BETTY J	264 PARTRIDGE ST	FRANKLIN	MA	02038

*Aerin M. Doyle, 12-17-2018*

January 4, 2019

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

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PLEASE ADVERTISE -- Once in the Legal Ads Section on Tuesday, January 15, 2019.

**NOTICE OF PUBLIC HEARING  
FRANKLIN, MA**

Pursuant to Chapter 163 of the Legislative Acts of 2011, the Franklin Town Council will hold a public hearing on Wednesday evening, January 30, 2019 at 7:10 p.m. in the Council Chambers located on the second floor of the Franklin Municipal Building, 355 East Central Street, Franklin, MA to determine whether it is in the public interest to accept the following named roads as public ways:

Brielle Way  
Michael Road (Extension)  
White Dove Road  
Mockingbird Drive  
Blue Jay Street  
Paddock Lane  
Palomino Drive  
Derby Lane  
Canter Lane  
Padula Drive

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

Submitted by,  
Chrissy Whelton

-----  
Send 1 tear sheet

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



Sponsor: Administration

## TOWN OF FRANKLIN

### RESOLUTION 19-17

#### ORDER OF ACCEPTANCE OF PADDOCK LANE, PALOMINO DRIVE, DERBY LANE, AND CANTER LANE AS PUBLIC WAYS

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

**WHEREAS**, Paddock Lane, Palomino Drive, Derby Lane, and Canter Lane are laid-out and constructed roads in residential subdivision shown on a definitive subdivision plan approved as a comprehensive permit by the Town of Franklin Zoning Board of Appeals and recorded at Norfolk County Registry of Deeds in Plan Book 432 at Page 526,

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

#### **NOW THEREFORE, BE IT ORDERED THAT:**

1. The Town Council of the Town of Franklin determines that it is in the public interest to accept Paddock Lane, Palomino Drive, Derby Lane, and Canter Lane shown on the above-referenced definitive subdivision plan and also shown on the street acceptance plan entitled "Dover Farms Street Acceptance Plan Franklin Massachusetts Paddock Lane, Palomino Drive, Derby Lane & Canter Lane", dated: December 5, 2018 and prepared by Guerriere & Halnon, Inc., 55 West Central Street, Franklin, MA 02038, to be recorded herewith, as public ways.
2. In accordance with said determination, the Franklin Town Council hereby accepts the following roads shown on said street acceptance plan as public ways with the fee ownership thereof to vest in Town:

Paddock Lane, for its entire length  
Palomino Drive, for its entire length

Derby Lane, for its entire length  
Canter Lane, for its entire length

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

Two stonewall easements shown on Sheet 2 located on either side of Paddock Lane at its intersection with Beech Street

Three drain easements shown on Sheet 2: located on either side of Paddock Lane and on Lot 25

Thirty-foot wide sewer easement shown on Sheet 4 located on Lot 24A

Twenty-foot wide drain easement shown on Sheet 4 running between Lots 67 and 69 and Lots 68 and 70

Twenty-foot wide drain easement shown on Sheet 4, between lots 18 and 19 and also located on Lots 17, 18, 19 and 20

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

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

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

**DATED:** \_\_\_\_\_, 2019

**VOTED:**

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

**A True Record Attest:**

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

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

**Teresa M. Burr**  
**Town Clerk**

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

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

TOWN OF FRANKLIN			CANTER, DERBY, PADDOCK & PALOMINO street acceptance				
PARCEL ID	Location	Owner	CoOwner	Mailing Address	City	State	Zip
211-015-000-000	171 BEECH ST	SABELLA SYAM K	SABELLA SANDHYA R	171 BEECH ST	FRANKLIN	MA	02038
211-016-000-000	PADDOCK LN	FRANKLIN TOWN OF		355 EAST CENTRAL STREET	FRANKLIN	MA	02038
211-017-000-000	58 PALOMINO DR	HOWARD EDDA V		58 PALOMINO DR	FRANKLIN	MA	02038
211-018-000-000	62 PALOMINO DR	THAKUR ARDHENDU		62 PALOMINO DR	FRANKLIN	MA	02038
211-019-000-000	PALOMINO DR	FRANKLIN TOWN OF		355 EAST CENTRAL STREET	FRANKLIN	MA	02038
211-020-000-000	68 PALOMINO DR	YADLAPALLI VENKATESWARA RAO		68 PALOMINO DR	FRANKLIN	MA	02038
211-021-000-000	72 PALOMINO DR	MALCHODI ANNE L		72 PALOMINO DR	FRANKLIN	MA	02038
211-022-000-000	74 PALOMINO DR	BALAKRISHNAN NARASIMHAN		8900 INDEPENDENCE PKWY APT 21203	PLANO	TX	75025-5285
211-023-000-000	76 PALOMINO DR	GARG AKASH		60 CROSSING DR #101	CUMBERLAND	RI	02864
211-024-000-000	82 PALOMINO DR	CARNEIRO JOHN M		82 PALOMINO DR	FRANKLIN	MA	02038
211-025-000-000	84 PALOMINO DR	GARREPALI VENKATESWERRAO		84 PALOMINO DR	FRANKLIN	MA	02038
211-026-000-000	86 PALOMINO DR	DETERMAN JOHN B III		86 PALOMINO DR	FRANKLIN	MA	02038
211-027-000-000	88 PALOMINO DR	LIU YUANLING		88 PALOMINO DR	FRANKLIN	MA	02038
211-028-000-000	90 PALOMINO DR	CREWS MARGARET M		90 PALOMINO DR	FRANKLIN	MA	02038
211-029-000-000	92 PALOMINO DR	THOMAS CHRISTOPHER J		92 PALOMINO DR	FRANKLIN	MA	02038
211-030-000-000	94 PALOMINO DR	KOLIPARA SRINIVAS		5 PALOMINO DR	FRANKLIN	MA	02038
211-031-000-000	185 PLAIN ST	BYRON MICHAEL		227 NORTH BEACON ST	WATERTOWN	MA	02472
211-032-000-000	10 PALOMINO DR	NEAS JOHN H		10 PALOMINO DR	FRANKLIN	MA	02038
211-033-000-000	14 PALOMINO DR	RAMINENI SATYANARAYANA		14 PALOMINO DR	FRANKLIN	MA	02038
211-034-000-000	16 PALOMINO DR	SALAIRES CYNTHIA M		16 PALOMINO DR	FRANKLIN	MA	02038
211-035-000-000	18 PALOMINO DR	DAS KRISHNA VELAPPAN		18 PALOMINO DR	FRANKLIN	MA	02038
211-036-000-000	20 PALOMINO DR	RANGTHALE SUBRAMANI M		20 PALOMINO DR	FRANKLIN	MA	02038
211-037-000-000	22 PALOMINO DR	SHERWIN MICHELE		22 PALOMINO DR	FRANKLIN	MA	02038
211-038-000-000	24 PALOMINO DR	PERICHERLA DEEPAK K		24 PALOMINO DR	FRANKLIN	MA	02038
211-039-000-000	26 PALOMINO DR	DENNIS RICHARD A		26 PALOMINO DR	FRANKLIN	MA	02038
211-040-000-000	28 PALOMINO DR	ABRAHAM SURESH		28 PALOMINO DR	FRANKLIN	MA	02038
211-041-000-000	30 PALOMINO DR	ANDERSON PAUL C		30 PALOMINO DR	FRANKLIN	MA	02038
211-042-000-000	32 PALOMINO DR	PANDEY ABHISHEK		32 PALOMINO DR	FRANKLIN	MA	02038
211-043-000-000	34 PALOMINO DR	LAKSHMIDOSS GANESH VANKAR		183 GLEN MEADOWS RD	FRANKLIN	MA	02038
211-044-000-000	36 PALOMINO DR	MAGEE JONI M		36 PALOMINO DR	FRANKLIN	MA	02038
211-045-000-000	35 PALOMINO DR	SULLIVAN SANDRA L		35 PALOMINO DR	FRANKLIN	MA	02038
211-046-000-000	31 PALOMINO DR	DADIREDDY RAVI SANKARA REDDY		31 PALOMINO DR	FRANKLIN	MA	02038
211-047-000-000	27 PALOMINO DR	DESHPANDE ASHISH A		27 PALOMINO DR	FRANKLIN	MA	02038
211-048-000-000	25 PALOMINO DR	PRAKKI BHARGAVA K		25 PALOMINO DR	FRANKLIN	MA	02038
211-049-000-000	23 PALOMINO DR	RODRIGUES MARY M		23 PALOMINO DR	FRANKLIN	MA	02038
211-050-000-000	21 PALOMINO DR	CHIRRAVURI VENKATA		21 PALOMINO DR	FRANKLIN	MA	02038
211-051-000-000	19 PALOMINO DR	SPELICH ADAM M		19 PALOMINO DR	FRANKLIN	MA	02038
211-052-000-000	17 PALOMINO DR	RABINOVICH ALEKSANDR I		17 PALOMINO DR	FRANKLIN	MA	02038
211-053-000-000	15 PALOMINO DR	MARGUARDT DEBORAH L		15 PALOMINO DR	FRANKLIN	MA	02038
211-054-000-000	13 PALOMINO DR	SHAH RINKESH		13 PALOMINO DR	FRANKLIN	MA	02038
211-055-000-000	17 CANTER LN	AVADHUTA NIRANJAN		17 CANTER LN	FRANKLIN	MA	02038
211-056-000-000	15 CANTER LN	SHAIK KHADAR BASHA		15 CANTER LN	FRANKLIN	MA	02038
211-057-000-000	13 CANTER LN	GIARDINI ROBERT J		13 CANTER LN	FRANKLIN	MA	02038
211-058-000-000	11 CANTER LN	BATCHU SRINIVASULU		11 CANTER LN	FRANKLIN	MA	02038
211-059-000-000	9 CANTER LN	TADAPANANI RAMA KRISHNA		9 CANTER LN	FRANKLIN	MA	02038
211-060-000-000	7 CANTER LN	BOLANAGA SUDHA		7 CANTER LN	FRANKLIN	MA	02038
211-061-000-000	5 CANTER LN	VALIVETI SRIHARI		5 CANTER LN	FRANKLIN	MA	02038
211-062-000-000	3 CANTER LN	CHAGANTI SRINIVAS		3 CANTER LN	FRANKLIN	MA	02038
211-063-000-000	41 PALOMINO DR	SHAH SAMARTH		41 PALOMINO DR	FRANKLIN	MA	02038-4512
211-064-000-000	38 PALOMINO DR	GILAR MARTIN		38 PALOMINO DR	FRANKLIN	MA	02038
211-065-000-000	40 PALOMINO DR	BOKIL MANGESH M		40 PALOMINO DR	FRANKLIN	MA	02038
211-066-000-000	42 PALOMINO DR	JAMMULA GEETA		42 PALOMINO DR	FRANKLIN	MA	02038
211-067-000-000	PALOMINO DR	FRANKLIN TOWN OF		355 EAST CENTRAL STREET	FRANKLIN	MA	02038
211-068-000-000	49 PALOMINO DR	KANE JOSEPH T		225 HILLTOP DR	WALPOLE	MA	02081
211-069-000-000	6 CANTER LN	YUAN JIBING		6 CANTER LN	FRANKLIN	MA	02038
211-070-000-000	8 CANTER LN	RIBERO DOROTHY A TR		8 CANTER LN	FRANKLIN	MA	02038
211-071-000-000	10 CANTER LN	WOZNIAK DONNA M		10 CANTER LN	FRANKLIN	MA	02038
211-072-000-000	12 CANTER LN	ANUMALA BHASKER		12 CANTER LN	FRANKLIN	MA	02038
211-073-000-000	14 CANTER LN	SKINNER MICHELLE J		14 CANTER LN	FRANKLIN	MA	02038
211-074-000-000	16 CANTER LN	BHATT JIGNESH C		16 CANTER LN	FRANKLIN	MA	02038
211-075-000-000	11 DERBY LN	PATCHALA SRINIVASA RAO		11 DERBY LANE	FRANKLIN	MA	02038
211-076-000-000	9 DERBY LN	DACEY FREDERICK J JR		9 DERBY LN	FRANKLIN	MA	02038
211-077-000-000	7 DERBY LN	LEAZOTT BENJAMIN PAUL		7 DERBY LN	FRANKLIN	MA	02038
211-078-000-000	5 DERBY LN	GUDEVADA SRAVANTHI		5 DERBY LN	FRANKLIN	MA	02038
211-079-000-000	3 DERBY LN	FRANKLIN HOUSING AUTHORITY		CENTRAL PARK TERRACE	FRANKLIN	MA	02038
211-080-000-000	1 DERBY LN	RAYAVARAPU SREEHARI BABU		1 DERBY LN	FRANKLIN	MA	02038
211-081-000-000	52 PALOMINO DR	TIRUVEEDI VENKAT R		52 PALOMINO DR	FRANKLIN	MA	02038
211-082-000-000	51 PALOMINO DR	MANNING RITA T		51 PALOMINA DR	FRANKLIN	MA	02038
211-083-000-000	6 DERBY LN	BISWAS ANIRBAN		6 DERBY LN	FRANKLIN	MA	02038
211-084-000-000	8 DERBY LN	BERTONI EILEEN F		8 DERBY LN	FRANKLIN	MA	02038

211-109-000-000	10	DERBY LN	KUDUPUDI SRIDHAR	GUTTULA SUNITA	10 DERBY LN	FRANKLIN	MA	02038
211-110-000-000	12	DERBY LN	COWELL DOUGLAS W	COWELL MICHELLE R	12 DERBY LN	FRANKLIN	MA	02038
211-111-000-000	71	PALOMINO DR	KANTHETHI SRINIVASARAO	NALLURI UMADEVI	71 PALOMINO DR	FRANKLIN	MA	02038
211-112-000-000	67	PALOMINO DR	ROBERTS THOMAS S	ROBERTS KARENA	67 PALOMINO DR	FRANKLIN	MA	02038
211-113-000-000	63	PALOMINO DR	LOVELY ANITA M		63 PALOMINO DR	FRANKLIN	MA	02038
211-114-000-000	61	PALOMINO DR	GILL GAGANPREET S	KAUR GURWINDER	61 PALOMINO DR	FRANKLIN	MA	02038
211-115-000-000	57	PALOMINO DR	BAROT JAYMINKUMAR	BAROT DIVYA	57 PALOMINO DR	FRANKLIN	MA	02038
211-116-000-000	54	PALOMINO DR	KANE CHRISTOPHER R	KANE GRASIELE R	54 PALOMINO DR	FRANKLIN	MA	02038
211-117-000-000		PALOMINO DR	FRANKLIN PARTNERS JV		9 ROYAL CREST DR	NO ANDOVER	MA	01845
211-118-000-000	1	PADDOCK LN	YOUNIS NABIH	YOUNIS LUCIA	1 PADDOCK LN	FRANKLIN	MA	02038

*Renee M. Boyle, 12-17-2018*

January 4, 2019

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

Attention: LEGAL NOTICES DEPT.

PLEASE ADVERTISE -- Once in the Legal Ads Section on Tuesday, January 15, 2019.

**NOTICE OF PUBLIC HEARING  
FRANKLIN, MA**

Pursuant to Chapter 163 of the Legislative Acts of 2011, the Franklin Town Council will hold a public hearing on Wednesday evening, January 30, 2019 at 7:10 p.m. in the Council Chambers located on the second floor of the Franklin Municipal Building, 355 East Central Street, Franklin, MA to determine whether it is in the public interest to accept the following named roads as public ways:

Brielle Way  
Michael Road (Extension)  
White Dove Road  
Mockingbird Drive  
Blue Jay Street  
Paddock Lane  
Palomino Drive  
Derby Lane  
Canter Lane  
Padula Drive

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

Submitted by,  
Chrissy Whelton

-----  
Send 1 tear sheet

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





Sponsor: Administration

## TOWN OF FRANKLIN

### RESOLUTION 19-19

#### ORDER OF ACCEPTANCE OF PADULA DRIVE AS A PUBLIC WAY

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

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

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

#### **NOW THEREFORE, BE IT ORDERED THAT:**

1. The Town Council of the Town of Franklin determines that it is in the public interest to accept Padula Drive shown on the above-referenced definitive subdivision plan and also shown on the street acceptance plan entitled "Street Acceptance Plan for Land Located in the Town of Franklin, Massachusetts" (sheet 2 of 3) dated: January 10, 2017 and prepared by Dunn-McKenzie, Inc. Land Surveying and Civil Engineering, 206 Dedham Street Rt. 1A at Rt. 115, Norfolk, Massachusetts 02056, recorded at Norfolk County Registry of Deeds in Plan Book 672, Page 80, as a public way.
2. In accordance with said determination, the Franklin Town Council hereby accepts the following road shown on said street acceptance plan as a public way with the fee ownership thereof to vest in Town:

Padula Drive, as shown on above-referenced acceptance plan, for its entire length, subject to the continuing right and obligation of the owner of Lot #11 shown on both the subdivision and

acceptance plans to maintain the existing paved area to provide vehicular access, as provided in the covenant to be recorded herewith

Together with ownership of as all pipes, structures and other improvements located within the roadway, upon recordation of a true copy of this order at Norfolk County Registry of Deeds, as provided in Chapter 163.

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

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

**DATED:** \_\_\_\_\_, 2019

**VOTED:**

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

**A True Record Attest:**

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

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

**Teresa M. Burr**  
**Town Clerk**

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

---

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

FRANKLIN

Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
322-068-000-000	23 SHEILA LN	GIBSON DONALD E JR	GIBSON SANDRA A	23 SHEILA LN	FRANKLIN	MA	02038
322-069-000-000	25 SHEILA LN	BISSANTI PAULA J		25 SHEILA LN	FRANKLIN	MA	02038
322-072-000-000	29 SHEILA LN	WILBER ROBERT J	WILBER TERESA H	29 SHEILA LN	FRANKLIN	MA	02038
322-074-000-000	PADULA LN	PADULA ANGELO		3 LINCOLNWOOD DR	FRANKLIN	MA	02038

End of Report

*Sarah M. Boyle, 12-28-18*

January 4, 2019

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

Attention: LEGAL NOTICES DEPT.

PLEASE ADVERTISE -- Once in the Legal Ads Section on Tuesday, January 15, 2019.

**NOTICE OF PUBLIC HEARING  
FRANKLIN, MA**

Pursuant to Chapter 163 of the Legislative Acts of 2011, the Franklin Town Council will hold a public hearing on Wednesday evening, January 30, 2019 at 7:10 p.m. in the Council Chambers located on the second floor of the Franklin Municipal Building, 355 East Central Street, Franklin, MA to determine whether it is in the public interest to accept the following named roads as public ways:

Brielle Way  
Michael Road (Extension)  
White Dove Road  
Mockingbird Drive  
Blue Jay Street  
Paddock Lane  
Palomino Drive  
Derby Lane  
Canter Lane  
Padula Drive

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

Submitted by,  
Chrissy Whelton

-----  
Send 1 tear sheet

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



## License Transactions:

Applicant: Franklin Performing Arts Company

The applicant is seeking a new all alcoholic beverages license to be located at 15 West Central Street. The License Manager will be Alan Mercer.

All Departments have signed off on this application.

**MOTION** to approve the request by Franklin Performing Arts Company for a new all alcoholic beverages license and approve the Manager, Alan Mercer.

**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

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: 1-11-2019

EXECUTIVE DIR  
Business Owner: RAYE LSHAI MIDDLE INITIAL MERCEER LAST

Address: 15 WEST CENTRAL ST. FRANKLIN, MA 02038 Telephone #: 508 528 3370  
Town/City zip

Email Address: RLMERCER@FSPADONLINE.COM

Name of Business: FRANKLIN PERFORMING ARTS COMPANY

Business Location: 15 WEST CENTRAL ST FRANKLIN Telephone #: 508 528 3370

Corporation Name: (If applicable) FRANKLIN PERFORMING ARTS CO.

Address: 15 WEST CENTRAL ST FRANKLIN 02038 FID # 04-3111745  
Town/City zip

Manager Name: ALAN B. MERCEER  
First Middle Initial Last

Address: 33 OAKLAND ST MEDWAY, MA 02053

Date of Birth: Social Security Number:

Enclose Manager Resume that includes duties performed at each location.

Description of premises:  
BLACK BOX THEATER WITH 5509 SQ FT OF PERFORMANCE SPACE AND LOBBY  
WHERE ALCOHOL IS SERVED IS 1,989 SQ FT. PARKING LOT ADJACENT W/ 32 SPACES

Sq. Footage # of Tables # of Seats 175 Type of Restaurant

Hours of Operation: OPEN ONLY DURING EVENTS AND PERFORMANCES

I hereby state that all information provided on this application is true and accurate.

Applicant signature:

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. <sup>200</sup> ~~350~~  
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:

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





The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

FRANKLIN

City/Town

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- 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

APPLICANT INFORMATION

Name of Licensee: Franklin Performing Arts Company, Inc. DBA:

Street Address: 15 West Central Street, Franklin, MA 02038

Manager: Alan Mercer

Granted under Special Legislation? Yes  No

If Yes, Chapter  of the Acts of (year)

Type: \$12 General On-Premises (i.e. restaurant, package store)

Class: Annual (Annual or Seasonal)

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

DESCRIPTION OF PREMISES Complete description of the licensed premises

2 Rooms on Main Floor (lobby and performance space) for indoor productions and events. Parking lot area to hold annual fund-raising gala in both the indoor space and a tent in the parking lot as well as entire parking lot for outdoor productions and events that are held in conjunction with the Town of Franklin.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date 1/11/2019 Time

Advertised Yes  No  Date Published 1/21/2019 Publication Milford Daily News

Abutters Notified: Yes  No  Date of Notice 1/14/2019

Date APPROVED by LLA 1/30/2019 Decision of the LLA Approves this Application

Additional remarks or conditions (E.g. Days and hours)

For Transfers ONLY:  
Seller License Number:  Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director

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



**COMMUNITY  
NEWSPAPER  
COMPANY**

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: CN13763808

Salesperson: Mary Joyce Waite

Franklin Schl For the Arts  
P.O. Box 16  
Franklin, MA 02038-1917

Title:	Milford Daily News	Class:	Legals
Start date:	1/21/2019	Stop date:	1/21/2019
Insertions:	1	#Lines:	48 ag
Price:	\$68.42		

Payment Information

Receipt#  
Pmt. Type:  
CC. Number: CC. Exp.:  
Invoice Total: \$68.42  
FRANKLIN/15 WEST CENTRAL ST.

**LEGAL NOTICE  
NOTICE OF PUBLIC  
HEARING  
FRANKLIN, MA  
New Annual All Alcohol Restaurant License**

The Franklin Town Council will hold a Public Hearing on an application by Franklin Performing Arts Company for a new annual all alcoholic beverages restaurant license at 15 West Central Street Franklin on Wednesday, January 30, 2019 at 7:10 PM in the Council Chambers on the second floor of the Municipal Building, 355 East Central Street Franklin, MA. Information on this application may be obtained in the Town Administrator's Office.

Submitted by,  
Chrissy Whelton  
Licensing Administrator

AD#13763808  
MDN 1/21/19

**NOTICE OF PUBLIC HEARING**

**FRANKLIN, MA**

**New Annual All Alcoholic Beverages License**

The Franklin Town Council will hold a Public Hearing on an application by Franklin Performing Arts Company for a new annual all alcoholic beverages license at 15 West Central Street, Franklin, MA. The hearing will be held on Wednesday, January 30, 2019 at 7:10 PM in the Council Chambers on the second floor of the Municipal Building, 355 East Central Street, Franklin, MA. Information on this application may be obtained in the Town Administrator's Office.

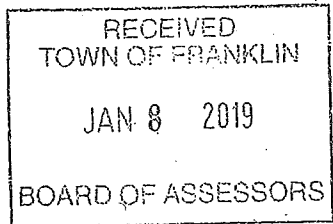
Please contact the Town Administrator's Office at the Municipal Building (508) 520-4949 if you require further information or if you need to make arrangements to provide translation services for the hearing impaired or for persons with language barriers. Please contact us one week prior to the meeting.

Submitted by,  
Chrissy Whelton  
Licensing Administrator

---

**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 1 / 8 / 19

Assessors Parcel ID # (12 digits) 279 - 021 - 000 - 000

Property Street Address 15 West Central St.

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

Property Owner JOMI Enterprises

Property Owner's Mailing Address 211 Prospect St

Town/City Franklin State MA Zip Code 02038

Property Owner's Telephone # 508 \_\_\_\_\_ - 478 \_\_\_\_\_ - 3434 \_\_\_\_\_

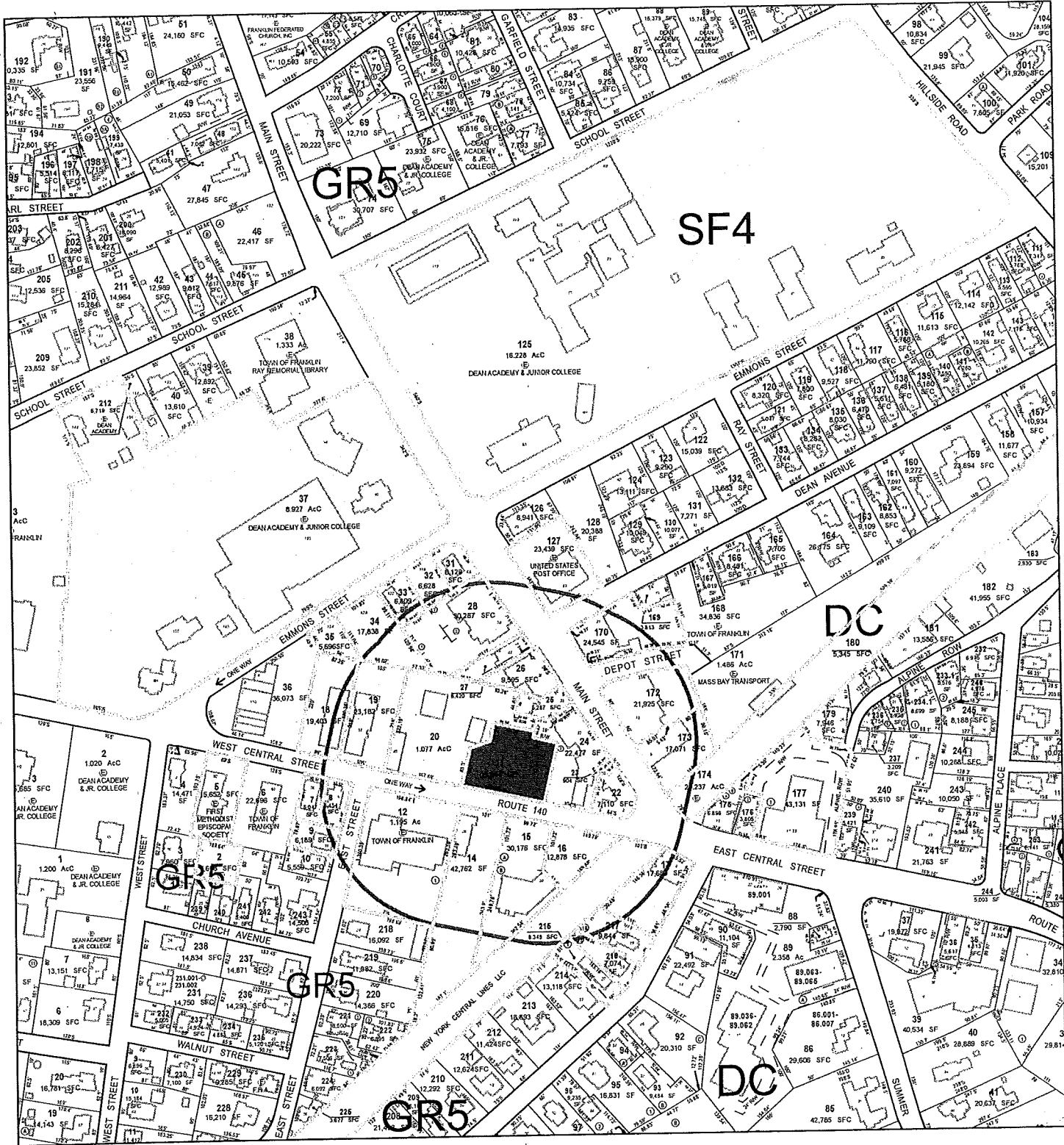
Requestor's Name (if different from Owner) Franklin Performing Arts Co

Requestor's Address 15 West Central St Franklin, MA 02038

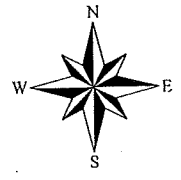
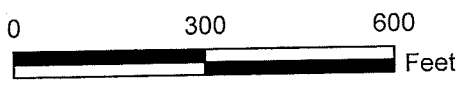
Requestor's Telephone # 508 \_\_\_\_\_ - 528 \_\_\_\_\_ - 3370 \_\_\_\_\_  
508 - 922 - 7290

Office Use Only: Date Fee Paid 1/8/19 Paid in Cash \$ \_\_\_\_\_

Paid by Check \$ 25.00 Check # 5873 Town Receipt # 25576



**15 WEST CENTRAL ST - ABUTTERS 300' + CH/SCH 500'**  
 Town of Franklin



1/10/2019

# 300' Abutters List Report + church/school within 500'

Franklin, MA  
January 10, 2019

## Subject Parcel:

Parcel Number: 279-021-000  
CAMA Number: 279-021-000-000  
Property Address: 15 WEST CENTRAL ST

Mailing Address: JOMI ENTERPRISES LLC  
211 PROSPECT ST  
FRANKLIN, MA 02038

## Abutters:

Parcel Number: 279-002-000  
CAMA Number: 279-002-000-000  
Property Address: WEST ST

Mailing Address: FIRST METHODIST EPISCOPAL SOCIETY  
W CENTRAL ST  
FRANKLIN, MA 02038

Parcel Number: 279-005-000  
CAMA Number: 279-005-000-000  
Property Address: 82 WEST CENTRAL ST

Mailing Address: FIRST METHODIST EPISCOPAL SOCIETY  
82 WEST CENTRAL ST  
FRANKLIN, MA 02038

Parcel Number: 279-007-000  
CAMA Number: 279-007-000-000  
Property Address: 56 WEST CENTRAL ST

Mailing Address: VECCHIO ALAN HETRICK-VECCHIO  
MARY  
54 BELLINGHAM RD  
BLACKSTONE, MA 01504

Parcel Number: 279-008-000  
CAMA Number: 279-008-000-000  
Property Address: 5 EAST ST

Mailing Address: FIVE EAST STREET, LLC  
5 EAST STREET  
FRANKLIN, MA 02038

Parcel Number: 279-009-000  
CAMA Number: 279-009-000-000  
Property Address: 11 EAST ST

Mailing Address: BCK HOLDINGS LLC  
11 EAST ST  
FRANKLIN, MA 02038

Parcel Number: 279-012-000  
CAMA Number: 279-012-000-000  
Property Address: 40 WEST CENTRAL ST

Mailing Address: FRANKLIN TOWN OF  
355 EAST CENTRAL STREET  
FRANKLIN, MA 02038

Parcel Number: 279-014-000  
CAMA Number: 279-014-000-000  
Property Address: 28 WEST CENTRAL ST

Mailing Address: TOP GUN REALTY LLC  
5 TAM O SHANTER RD  
FRANKLIN, MA 02038

Parcel Number: 279-015-000  
CAMA Number: 279-015-000-000  
Property Address: 20 WEST CENTRAL ST

Mailing Address: KINCH, VALENTINA TR DEGAETANO,  
FERRARA FAMILY RLTY TR GIORGIO  
P O BOX 482  
FRANKLIN, MA 02038

Parcel Number: 279-016-000  
CAMA Number: 279-016-000-000  
Property Address: 10 WEST CENTRAL ST

Mailing Address: FERRARA PIETRO & CRISTINA TRS P  
FERRARA CORP  
139 WASHINGTON ST  
FRANKLIN, MA 02038

Parcel Number: 279-017-000  
CAMA Number: 279-017-000-000  
Property Address: 4 EAST CENTRAL ST

Mailing Address: COLACE JAMES A TR ABBRUZZI REALTY  
TRUST  
PO BOX 386  
FRANKLIN, MA 02038

www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

# 300' Abutters List Report +

Franklin, MA  
January 10, 2019

Parcel Number: 279-018-000 CAMA Number: 279-018-000-000 Property Address: 55 WEST CENTRAL ST	Mailing Address: 55 W CENTRAL STREET LLC C/O COLOMBO KELLY HOLDING INC 55 WEST CENTRAL ST FRANKLIN, MA 02038
Parcel Number: 279-019-000 CAMA Number: 279-019-000-000 Property Address: 51 WEST CENTRAL ST	Mailing Address: HRRP REALTY CORP P O BOX K FRANKLIN, MA 02038
Parcel Number: 279-020-000 CAMA Number: 279-020-000-000 Property Address: 45 WEST CENTRAL ST	Mailing Address: ROCKLAND TRUST COMPANY 288 UNION ST - FACILITIES DEPT ROCKLAND, MA 02370
Parcel Number: 279-021-000 CAMA Number: 279-021-000-000 Property Address: 15 WEST CENTRAL ST	Mailing Address: JOMI ENTERPRISES LLC 211 PROSPECT ST FRANKLIN, MA 02038
Parcel Number: 279-022-000 CAMA Number: 279-022-000-000 Property Address: 2 MAIN ST	Mailing Address: BISSANTI EDWARD P BISSANTI JOYCE C 7 WHEELOCK CIR FRANKLIN, MA 02038
Parcel Number: 279-023-000 CAMA Number: 279-023-000-000 Property Address: 10 MAIN ST	Mailing Address: PISINI VICTOR A TR COBBLER REALTY TRUST 22 MAIN ST FRANKLIN, MA 02038
Parcel Number: 279-024-000 CAMA Number: 279-024-000-000 Property Address: 12 MAIN ST	Mailing Address: PISINI & SONS SHOES INC 22 MAIN ST FRANKLIN, MA 02038
Parcel Number: 279-025-000 CAMA Number: 279-025-000-000 Property Address: 30 MAIN ST	Mailing Address: RANIERI MARGARET C TR RANIERI TRUST MILLER, CATHERIN 59 PLEASANT ST FRANKLIN, MA 02038
Parcel Number: 279-026-000 CAMA Number: 279-026-000-000 Property Address: 36 MAIN ST	Mailing Address: RANIERI MARGARET C TR RANIERI TRUST MILLER, CATHERIN P O BOX Q FRANKLIN, MA 02038
Parcel Number: 279-027-000 CAMA Number: 279-027-000-000 Property Address: 44 MAIN ST	Mailing Address: ROCKLAND TRUST COMPANY 288 UNION ST - FACILITIES DEPT ROCKLAND, MA 02370
Parcel Number: 279-028-000 CAMA Number: 279-028-000-000 Property Address: 58 MAIN ST	Mailing Address: ROCKLAND TRUST COMPANY 288 UNION ST - FACILITIES DEPT ROCKLAND, MA 02370
Parcel Number: 279-031-000 CAMA Number: 279-031-000-000 Property Address: 68 MAIN ST	Mailing Address: VALLEE ROBERT R JR 16A HAWTHORNE WILLAGE FRANKLIN, MA 02038

[www.cai-tech.com](http://www.cai-tech.com)

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# 300' Abutters List Report +

Franklin, MA  
January 10, 2019

Parcel Number: 279-032-000  
CAMA Number: 279-032-000-000  
Property Address: 118 EMMONS ST

Mailing Address: RANIERI MARGARET C TR RANIERI  
TRUST MILLER, CATHERIN  
59 PLEASANT ST  
FRANKLIN, MA 02038

Parcel Number: 279-033-000  
CAMA Number: 279-033-000-000  
Property Address: 122 EMMONS ST

Mailing Address: CAMPUS REALTY TRUST INC  
59 DILLA ST  
MILFORD, MA 01757

Parcel Number: 279-034-000  
CAMA Number: 279-034-000-000  
Property Address: 128 EMMONS ST

Mailing Address: ROCKLAND TRUST COMPANY  
288 UNION ST - FACILITIES DEPT  
ROCKLAND, MA 02370

Parcel Number: 279-035-000  
CAMA Number: 279-035-000-000  
Property Address: 134 EMMONS ST

Mailing Address: ROCKLAND TRUST COMPANY  
288 UNION ST - FACILITIES DEPT  
ROCKLAND, MA 02370

Parcel Number: 279-037-000  
CAMA Number: 279-037-000-000  
Property Address: 89 WEST CENTRAL ST

Mailing Address: DEAN ACADEMY & JR COLLEGE  
99 MAIN ST  
FRANKLIN, MA 02038

Parcel Number: 279-125-000  
CAMA Number: 279-125-000-000  
Property Address: 119 MAIN ST

Mailing Address: DEAN ACADEMY & JR COLLEGE  
99 MAIN ST  
FRANKLIN, MA 02038

Parcel Number: 279-127-000  
CAMA Number: 279-127-000-000  
Property Address: 43 MAIN ST

Mailing Address: US GOVERNMENT & POST OFFICE  
43 MAIN ST  
FRANKLIN, MA 02038

Parcel Number: 279-170-000  
CAMA Number: 279-170-000-000  
Property Address: 21 MAIN ST

Mailing Address: DEAN COOPERATIVE BANK  
21 MAIN ST  
FRANKLIN, MA 02038

Parcel Number: 279-172-000  
CAMA Number: 279-172-000-000  
Property Address: 13 MAIN ST

Mailing Address: FOURZOL LLC  
480 SUMMER ST  
WESTWOOD, MA 02090

Parcel Number: 279-173-000  
CAMA Number: 279-173-000-000  
Property Address: 9 MAIN ST

Mailing Address: FOURZOL LLC  
480 SUMMER ST  
WESTWOOD, MA 02090

Parcel Number: 279-174-000  
CAMA Number: 279-174-000-000  
Property Address: MAIN ST

Mailing Address: NEW YORK CENTRAL LINES LLC C/O  
CSX TRANSPORTATION INC TAX  
500 WATER ST (C 910)  
JACKSONVILLE, FL 32202

Parcel Number: 279-177-000  
CAMA Number: 279-177-000-000  
Property Address: 17 EAST CENTRAL ST

Mailing Address: DEAN COLLEGE  
99 MAIN ST  
FRANKLIN, MA 02038

[www.cai-tech.com](http://www.cai-tech.com)

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.



# 300' Abutters List Report +

Franklin, MA  
January 10, 2019

Parcel Number: 286-215-000  
CAMA Number: 286-215-000-000  
Property Address: 27 COTTAGE ST

Mailing Address: OTERI CHARLES F TR OTERI REALTY  
TRUST  
33 COTTAGE ST  
FRANKLIN, MA 02038

Parcel Number: 286-216-000  
CAMA Number: 286-216-000-000  
Property Address: 23 COTTAGE ST

Mailing Address: OTERI FUNERAL HOME INC  
33 COTTAGE STREET  
FRANKLIN, MA 02038

Parcel Number: 286-217-000  
CAMA Number: 286-217-000-000  
Property Address: 19 COTTAGE ST

Mailing Address: COLACE JAMES A TR ABBRUZZI REALTY  
TRUST  
55 COUTU ST  
FRANKLIN, MA 02038

Parcel Number: 287-042-000  
CAMA Number: 287-042-000-000  
Property Address: UNION ST

Mailing Address: NEW YORK CENTRAL LINES LLC C/O  
CSX TRANSPORTATION INC TA  
500 WATER ST (C-910)  
JACKSONVILLE, FL 32202

*Kevin M. Doyle, 1-10-19*

[www.cai-tech.com](http://www.cai-tech.com)

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## **NEW LICENSE**

To apply for an alcoholic beverages retail license, you will need the following:

- **New Retail 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**
- **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**
- **Abutter's Notification**
- **Advertisement**
- **Monetary Transmittal Form**
- **\$200 Fee** paid online through our online payment portal, ePay
- **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.*



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW 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: <https://www.mass.gov/epay-for-online-payments-abcc>

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

EPAY CONFIRMATION NUMBER

A.B.C.C. 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):

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

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

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


# Alan Mercer

**From:** customerservice@nCourt.com  
**Sent:** Tuesday, January 15, 2019 10:45 AM  
**To:** Alan Mercer  
**Subject:** Receipt from nCourt

YOUR RECEIPT >>


Please include the payment receipt with your application. Thank you.

**Paid To**

 Print

**Name:** Massachusetts Alcoholic Beverages Control Commission - Retail  
**Address 1:** 239 Causeway Street  
**Address 2:**  
**City:** Boston  
**State:** Massachusetts  
**Zip:** 02114

**Payment On Behalf Of**

 Print



**First Name:** Alan  
**Last Name:** Mercer  
**Address 1:** 38 Main St  
**Address 2:**  
**City:** Franklin  
**State:** MA  
**Zip:** 02038  
**Phone:** (508) 528-3370  
**Birth Date:**

Description	ID	Convenience Fee	Amount
FILING FEES-RETAIL	Franklin Performing Arts Company	\$4.70	\$200.00

**Receipt Date:** 1/15/2019  
10:44:29 AM EST

**Invoice Number:** 51d1fd17-a87d-4e12-b946-39cd5bfc355b

**Total Amount Paid:** \$204.70

Billing Information	Credit / Debit Card Information
 <small>Print</small> <b>First Name:</b> Alan <b>Last Name:</b> Mercer <b>Email:</b> <a href="mailto:amercer@fpaonline.com">amercer@fpaonline.com</a> <b>Street:</b> 15 West Central Street <b>City:</b> Franklin <b>State/Territory:</b> MA <b>Zip:</b> 02038	 <small>Print</small> <b>Card Type:</b> American Express <b>Card Number:</b> *****1033

IMPORTANT INFORMATION >>



Please verify the information shown above. Your payment has been submitted to the location listed above.

**Please call (800) 701-8560 if you have any questions regarding this information.**



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR A NEW LICENSE**

Municipality

Franklin

**1. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	§12 General On-Premises	All Alcoholic Beverages	

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.

Franklin Performing Arts Company (FPAC) leases and operates THE BLACK BOX which is a performing arts and event venue. This venue has a lobby where it is our intention to serve liquor during events and productions. On occasion, we also hold events in our private parking lot adjacent to the building.

Is this license application pursuant to special legislation?

Yes  No

Chapter

Acts of

**2. BUSINESS ENTITY INFORMATION**

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

Entity Name	Franklin Performing Arts Company, Inc.	FEIN	04-3111745
DBA		Manager of Record	Alan Mercer
Street Address	15 West Central Street, Franklin, MA 02038		
Phone	508-528-3370	Email	info@fpaonline.com
Alternative Phone	508-528-8668	Website	www.fpaonline.com

**3. 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. You must also submit a floor plan.

We seek to license 2 rooms on main floor (lobby and performance space) for indoor productions and events. In addition, we seek to license the parking lot area as well as we hold our annual fundraising gala in both the indoor space and a tent in parking lot. We also seek to license the entire parking lot for outdoor productions and events that our company holds as we hold events in conjunction with the town of Franklin.

Total Square Footage:	29,439	Number of Entrances:	5	Seating Capacity:	175
Number of Floors	1	Number of Exits:	5	Occupancy Number:	200

**4. APPLICATION CONTACT**

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

Name:	Alan Mercer	Phone:	508-922-7290
Title:	Director of Advancement	Email:	amercer@fpaonline.com

**APPLICATION FOR A NEW LICENSE**

**5. CORPORATE STRUCTURE**

Entity Legal Structure	Corporation	Date of Incorporation	01/02/1991
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

**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
Raye Lynn Mercer	5 Mercer Lane Franklin, MA 02038		

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

Name of Principal	Residential Address	SSN	DOB
Thomas D. Mercer	14 Mercer Lane		

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

Name of Principal	Residential Address	SSN	DOB
Janene Asgeirsson	4 Addison Avenue Franklin, MA 02038		

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

Name of Principal	Residential Address	SSN	DOB
Edward Jones	67 South Street Franklin, MA 02038		

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

Name of Principal	Residential Address	SSN	DOB
William Buccella	96 Jefferson Road Franklin, MA 02038		

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

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

## APPLICATION FOR A NEW LICENSE

### 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

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

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

Name	License Type	License Name	Municipality

### 6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

### 7. 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

Lease

Landlord Name JOMI Enterprises

Landlord Phone 508-478-3434

Landlord Email rlizotte@americanbe.com

Landlord Address 211 Prospect Street Franklin, MA 02038

Lease Beginning Date Feb. 1, 2014

Rent per Month 10,000.00

Lease Ending Date Feb. 1, 2024

Rent per Year 120,000.00

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes  No



**APPLICATION FOR A NEW LICENSE**

**8. FINANCIAL DISCLOSURE**

A. Purchase Price for Real Estate	<input type="text"/>
B. Purchase Price for Business Assets	<input type="text"/>
C. Other (Please specify)	<input type="text"/>
D. Total Cost	<input type="text"/>

**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
Franklin Performing Arts Co. Operating Cash	\$2,000.00
Total:	<input type="text"/>

**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.
			<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

**FINANCIAL INFORMATION**

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

**9. 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?

The Commonwealth of Massachusetts  
William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512


CERTIFICATE OF CHANGE OF DIRECTORS OR  
OFFICERS OF NON-PROFIT CORPORATIONS  
(General Laws, Chapter 180, Section 6D)

I, Edward Jones \*Clerk / \*Assistant Clerk  
of Franklin Performing Arts Company, Inc.  
*(Exact name of corporation)*  
having a principal office at 15 West Central Street, Franklin, MA 02038  
*(Street address of corporation in Massachusetts)*

certify that pursuant to General Laws, Chapter 180, Section 6D, a change in the directors and/or the president, treasurer and/or clerk of said corporation has been made and that the name, residential address, and expiration of term of each director and the president, treasurer and clerk are as follows:

NAME	RESIDENTIAL ADDRESS	EXPIRATION OF TERM OF OFFICE
President: Raye Lynn Mercer	5 Mercer Lane, Franklin, MA 02038	UNTIL
Treasurer: Janene Asgeirsson	4 Addison Ave., Franklin, MA 02038	
Clerk: Edward Jones	66 South St, Franklin, MA 02038	A
**Assistant Clerk:		
Directors: William Buccella	96 Jefferson Rd, Franklin, MA 02038	SUCCESSOR
Roger Breslin	41 Huckleberry Rd, Hopkinton, MA 01748	
Thomas Mercer	14 Mercer Lane, Franklin, MA 02038	IS
David Porter	14 Old Chestnut St, Franklin, MA 02038	
William Weiss	298 Maple St, Franklin, MA 02038	APPOINTED
Lori Wirkus	6 Bedford Rd, Franklin, MA 02038	

SIGNED UNDER THE PENALTIES OF PERJURY, this 22<sup>nd</sup> day of January, 2019

  
\_\_\_\_\_, \*Clerk / \*Assistant Clerk.

\*Delete the inapplicable words.  
\*\*Please provide the name and residential address of the assistant clerk if she is executing this certificate of change.

Alan Mercer  
33 Oakland Street  
Malden MA 02053

## Profile

Executive who consistently demonstrates senior leadership skills with strategic, policy, and budget planning experience. Excellent understanding of principles and techniques of development activities, including annual giving, major giving, planned giving, event planning, capital campaigns, marketing and communications, and grant procurement. Sales executive with extensive business and sales development skills. Track record of success in new territory development, new product launch and existing account management.

New Territory Development. - Significant experience and success in new business development through diligent and ongoing cold calling and reference selling resulting in high percentage of new account openings.

Channel Partner Management – Experienced in developing sales programs, distribution incentives and sales force tools.

Account Management – Knowledge of volume based incentives for marketshare increase in a competitive environment.

Sales Management – Successfully managed sales team that grew sales to twice company's annual dollar volume average.

## Career Experience

Franklin Performing Arts Company, Inc (FPAC)  
Director of Advancement 4/2012 to Present

A member of the senior leadership team responsible for developing, managing and administering FPAC's fund development and public relations plan. Also managed front-of-house operations, including ticketing and concession operations for THE BLACK BOX theater owned and operated by FPAC

New England Center for the Performing Arts (NECPA)  
Director of Advancement 5/2008 to 4/2012

A member of the senior leadership team responsible for developing, managing and administering NECPA's fund development and public relations plan.

## Career Experience

Franklin Mortgage Services, LLC

Mortgage Broker

Franklin, MA

Loan Originator 6/2005 to 5/2008

Responsible for closing loans by developing pipeline of accounts utilizing referral partners and references. Chartered with maintaining accurate records and adhering to guidelines developed by Mass Div. of Banks.

Marketing Manager

Responsible for development and distribution of sales and marketing collateral as well as advertising and promotions.

American United Mortgage

*Mortgage Broker*

Walpole, MA

Loan Originator 8/2004 to 6/2005

Developed pipeline of prospects through referral partners, ie. Realtors, Accountants, Attorneys and Financial Advisors. Attended industry and product seminars to gain increased understanding of industry and product knowledge. Maintained accurate records, adhered to guidelines developed by Mass Div of Banks

Aspect Communications

*Worldwide Manufacturer of Call Center/CRM products*

Global Account Manager – AT&T, Compaq

06/2002 to 08/2003

Managed Global Sales Teams responsible for end-user sales into accounts and Channel Partner Sales through to Customer Base.

Avaya Comms/Lucent Technologies/Ascend Comms

*Worldwide manufacturers of High-speed communications products*

Global Account Manager – Compaq Computer/Digital Corp

01/1997 to 05/2002

Responsible for Channel Sales through partner to Customer Base

3Com Corp/Chipcom Corp

*Worldwide manufacturer of High-speed communications products*

Channel Manager

11/1991 to 12/1996

Responsible for Channel Sales through partner to Customer Base

Data General Corporation

*Worldwide manufacturer of mini-computer hardware and software*

Account Executive

Regional Manager

10/1982 to 11/1991

Direct sales and sale management to government, education and medical markets in New England and Metropolitan New York territories

**Career Experience**

Alan Mercer Insurance/Mass Mutual Insurance  
*Life and Health Insurance Providers*  
Insurance Broker  
06/1976 to 10/1982  
Direct sales of life, health and estate planning products

**Education**

Economics Major                      June 1976  
Bryant College  
Smithfield, RI

**ADDENDUM A**

**6. PROPOSED OFFICERS, 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 type="text" value="Franklin Performing Arts Co. Inc."/>	<input type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="William Weiss"/>	<input type="text" value="298 Maple Street Franklin, MA 02038"/>	<input type="text"/>	<input type="text" value="C"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text" value="Board member"/>	<input type="text" value="0"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Lori Wirkus"/>	<input type="text" value="28 Bridie Lane Norfolk, MA 02056"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text" value="Board member"/>	<input type="text" value="0"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Roger Breslin"/>	<input type="text" value="41 Huckleberry Road Hopkinton, MA 01748"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text" value="Board member"/>	<input type="text" value="0"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="David Porter"/>	<input type="text" value="14 Old Chestnut St Franklin, MA 02038"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text" value="Board member"/>	<input type="text" value="0"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<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

## ADDITIONAL INFORMATION

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

3. Performance Space= 5,508 sq.ft.  
Lobby = 1,989 sq.ft.  
Parking Lot = 21,942 sq ft  
Total = 29,439 sq.ft.

5. Corporation (Non Profit MGL. Chapter 180)

7. 5 lease extensions at 5 years each

10.A Since we will only be serving alcohol at events and productions which are almost always held on weekends, at most we would be serving alcohol at 4 separate events for a total of 16 hours. On average, we will hold 2 events or 4 productions on a given weekend. This would mean that alcohol would be served for a total of 10 hours.

10.D Start Date	End Date	Position	Employer	Supervisor Name
06/2002	08/2003	Global Account Mgr.	Aspect Communications	Dyke Morrisey
01/1997	05/2002	Global Account Mgr.	Avaya Communications	Kathleen O'Brien
11/1991	12/1996	SalesChannel Mgr.	3Com Corporation	Lou DeMayo
10/1982	11/1991	Branch Manager	Data General Corp	Albert Ormiston
06/1976	10/1982	Insurance Sales	Alan Mercer Insurance	Self
			Mass Mutual Insurance	John Corbishley
			Prudential Insurance	Ray Frechette

APPLICANT'S STATEMENT

I, Raye Lynn Mercer the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory

Of Franklin Performing Arts Co. 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: *R Mercer*

Date: 1/11/19

Title: *President*



## 10. 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
04/30/2012	Present	Director of Advancement	Franklin Performing Arts Co., Inc	Raye Lynn Mercer
05/12/2008	04/30/2012	Director of Advancement	New England Center for the Perf. Arts	Raye Lynn Mercer
06/01/2005	05/20/2008	Loan Originator	Franklin Mortgage Services	Amy Buluing
08/01/2004	06/01/2005	Loan Originator	American United Mortgage	Amy Buliung

### 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

Signed Copy

EXECUTION COPY

**LEASE**

**ARTICLE I**

**Reference Data**

1.1 **Subjects Referred To.** Each reference in this Lease to any of the following subjects shall be construed to incorporate the following data.

**EFFECTIVE DATE:** October 17, 2013

**PREMISES:** A certain parcel of land (the "Land"), with the building and improvements which are now or shall hereafter be located thereon (the "Building"), commonly known as and numbered 15 West Central Street, Franklin, Massachusetts, as more particularly described in Exhibit A attached hereto, together with the rights and easements appurtenant thereto.

**LANDLORD:** JOMI Enterprises, LLC, a Massachusetts limited liability company

**ORIGINAL ADDRESS OF LANDLORD:** 211 Prospect Street, Franklin, MA 02038

**TENANT:** Franklin Performing Arts Company, Inc., a Massachusetts nonprofit corporation

**ORIGINAL ADDRESS OF TENANT:** 38 Main Street, PO Box 16, Franklin, MA 02038

**TERM:** The period commencing on the Commencement Date and ending on the last day of the month in which occurs the tenth (10<sup>th</sup>) anniversary of the Commencement Date (the "Initial Term"), with five (5) successive five (5) year extension options (each an "Extension Term" and collectively, the "Extension Terms") pursuant to Section 2.3. As used herein, the capitalized word "Term" shall be deemed to refer to the Initial Term of the Lease, as the same may be extended by any applicable Extension Term(s) or sooner terminated in accordance with the provisions hereof.

**COMMENCEMENT DATE:** The date upon which Landlord delivers possession of the Premises to Tenant as provided herein, which date shall be no later than February 1, 2014 (the "Outside Delivery

Date”).

- RENT COMMENCEMENT DATE:** The date that is three (3) months after the Commencement Date.
- ANNUAL RENT:** From the Effective Date through the end of the Initial Term, Annual Rent shall be payable in equal monthly installments in accordance with the rent schedule as set forth in Section 3.1 herein.
- PERMITTED USES:** A live performance theater with seating for approximately 350 people, together with ancillary professional offices and parking and any uses ancillary or incidental thereto, and with Landlord’s prior written consent (which shall not be unreasonably withheld, conditioned or delayed), any other use now or hereafter permitted or authorized under the Town of Franklin Zoning Bylaws.
- TENANT IMPROVEMENTS:** The alterations, additions, installations and improvements to the Premises which Tenant may deem to be necessary or appropriate in order to prepare the Premises for Tenant’s use and occupancy, including without limitation those improvements listed on Exhibit B attached hereto (“Tenant’s Initial Improvements”).
- RENT PERIOD:** The period commencing on the Rent Commencement Date and ending upon expiration of the Term.
- STUDY PERIOD:** The period commencing on the Effective Date and expiring at 5:00 p.m. Boston, MA time on the date that is forty-five (45) days after the Effective Date.

1.2 Exhibits and Schedule(s). The exhibits and schedule(s) listed below are attached hereto and incorporated in this Lease by reference and are to be construed as a part of this Lease:

Exhibit A - Description of Premises

Exhibit B - Tenant’s Initial Improvements

Exhibit C - Permitted Encumbrances

## ARTICLE II

### Premises and Term

2.1 Premises; Condition; Delivery. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the Premises. On the Commencement Date, Landlord shall deliver to Tenant, and Tenant shall accept from Landlord, possession of the Premises in broom clean condition, free of all occupants and otherwise in "AS-IS, WHERE-IS AND WITH ALL FAULTS" condition, except to the extent expressly provided herein to the contrary with respect to Tenant's construction of the Initial Improvements. In the event that, despite Landlord's diligent, good faith efforts, Landlord is unable to deliver possession of the Premises to Tenant on or prior to the Outside Delivery Date, then (i) in the event the Commencement Date is between one (1) and thirty (30) days after the Outside Delivery Date, Tenant shall receive a credit against Annual Rent equal to one (1) day for each such day of delay beginning on the first (1<sup>st</sup>) day and continuing through the thirtieth (30<sup>th</sup>) day following the Outside Delivery Date, and (ii) in the event the Delivery Date is more than thirty (30) days after the Outside Delivery Date, Tenant shall receive a credit against Annual Rent equal to two (2) days for each such day of delay beginning on the thirtieth (30<sup>th</sup>) day after the Outside Delivery Date.

2.2 Term and Extension Options. TO HAVE AND TO HOLD for the Initial Term.

2.3 Option to Extend. The Tenant shall have the option, to be exercised as hereinafter provided, to extend the Term of this Lease for five (5) successive periods of five (5) years each (the "Extension Terms") following the expiration of the Initial Term, upon the condition that that the LESSEE, has at all times faithfully performed all the terms and conditions of this Lease, or resolved any prior default in accordance with the terms of the Lease, and is not then in default in the performance of any condition of this Lease beyond any applicable notice or grace period. Each Extension Term shall be upon the same terms and conditions as provided in this Lease, except for the Annual Rent which shall be determined pursuant to the terms of this Section 2.3. If Tenant desires to exercise an Extension Term, it shall do so by giving written notice to Landlord no earlier than eighteen (18) months or later than six (6) months prior to the expiration of the Initial Term, or, if this Lease has previously been extended pursuant to this section, the then-current Extension Term. Tenant shall not have the option to extend the Term for more than five (5) Extension Terms.

The Annual Rent for the first year of the first Extension Term shall be equal to the Annual Rent payable hereunder during the last year of the Initial Term, increased by two percent (2%); thereafter, the Annual Rent for each successive year of the first Extension Term shall increase by two percent (2%) per year. For the first year of the second Extension Term, the Annual Rent payable shall be equal to the Annual Rent payable hereunder during the first year of the Initial Term, adjusted up or down by the percentage increase or decrease in the United States Department of Labor Consumer Price Index, Boston, for Urban Consumers (CPI-U), all items (1967 = 100)(the "CPI Index") between the point at which the CPI Index stood when last published prior to the Commencement Date of this Lease, and the point at which the CPI Index stood when last published prior to the date of Tenant's notice to exercise the second Extension Term. For the second year of the second Extension Term, and for each year thereafter during the

Term hereof, as the same may be extended, the Annual Rent payable shall be equal to the greater of (a) the Annual Rent payable hereunder during the immediately preceding year, and (b) the Annual Rent payable hereunder during the immediately preceding year, increased by the percentage increase in the CPI Index between the point at which the CPI Index stood when last published prior to the first day of such year during the applicable Extension Term, and the point at which the CPI Index stood when last published twelve months prior to such date. If the CPI Index is discontinued, its successor shall be used and if there is no successor, a replacement index reasonably agreed upon by the parties shall be used.

Except as otherwise provided above, all of the terms, covenants and agreements contained in this Lease shall continue during each Extension Term. Time is of the essence with respect to the provisions of this Section 2.3.

### ARTICLE III

#### Rent

3.1 Annual Rent. Commencing on the Rent Commencement Date, Tenant covenants and agrees to pay rent to Landlord at the Original Address of Landlord or such other place as Landlord may by notice in writing to Tenant from time to time direct during the Term of this Lease, the Annual Rental for the respective period set forth in the rent schedule herein. All rental payments are payable in equal monthly installments in advance on the first day of each calendar month included in the Rent Period and Extension Terms, if exercised; and for any portion of a calendar month at the beginning or end of the Rent Period and the Extension Terms if exercised, at the applicable rate payable in advance prorated for the number of days in such portion. On or prior to the Commencement Date, Tenant shall deliver to Landlord the amount of Ten Thousand Dollars (\$10,000.00), representing advance payment of Annual Rent for the first month of the Term of this Lease in which Annual Rent is payable.

<u>RENTAL PERIOD</u>	<u>ANNUAL RENT</u>	<u>MONTHLY INSTALLMENT OF RENT</u>
Lease Years 1 through 5 (i.e., from the Rent Commencement Date through the day immediately prior to the fifth (5 <sup>th</sup> ) anniversary thereof)	\$120,000.00	\$10,000.00
Lease Year 6	\$122,400.00	\$10,200.00
Lease Year 7	\$124,848.00	\$10,404.00
Lease Year 8	\$127,344.96	\$10,612.08
Lease Year 9	\$129,891.85	\$10,824.32
Lease Year 10	\$132,489.68	\$11,040.81

3.2 Additional Rent. From and after the Commencement Date, Tenant covenants and agrees to pay as Additional Rent (as defined below), all utilities payable with respect to the Premises. In addition, from and after the Rent Commencement Date, in order that the Annual Rent shall be net to Landlord (except as otherwise expressly set forth herein), Tenant covenants and agrees to pay, as additional rent ("Additional Rent"), from and after the Rent Commencement Date, all real estate taxes, betterment assessments, insurance costs, and utilities charges with respect to the Premises as provided in this Section 3.2 as follows:

(a) Real Estate Taxes. Tenant shall pay, directly to the authority charged with collection thereof, the full amount of all taxes levied or assessed after the Rent Commencement Date by the municipality or any governmental authority having jurisdiction of the Premises, for or in respect of the Premises or which may become a lien on the Premises, for each tax period wholly included in the Rent Period and, if exercised, the Extension Terms, all such payments to be made not less than five (5) days prior to the last date on which the same may be paid without interest or penalty or fifteen (15) days after Tenant's receipt of the tax bill, whichever is later. Landlord shall promptly furnish Tenant with copies of all bills for taxes levied or assessed after the Rent Commencement Date, and, unless prohibited from doing so by any mortgagee of the Premises, shall request such municipality or governmental authority to send all bills for taxes directly to Tenant. With respect to any fraction of a tax period included in the Rent Period or, if exercised, the Extension Terms, at the beginning or end thereof, Tenant shall pay to Landlord, within fifteen (15) days after receipt of a reasonably detailed invoice therefor, the fraction of taxes so levied or assessed or becoming payable which is allocable to such included period. Tenant shall promptly furnish Landlord with reasonable evidence of each such payment. If Tenant shall deem itself aggrieved by any such tax or charge and shall elect to contest the payment thereof or seek abatement thereof, Tenant may make such payment under protest. Either party paying any tax shall be entitled to recover, receive and retain for its own benefit all abatements and refunds of such tax, unless it has previously been reimbursed by the other party. Neither party shall discontinue any abatement proceedings begun by it without first giving the other party written notice of its intent so to do and reasonable opportunity to be substituted in such proceedings. Nothing contained in this Lease shall, however, require Tenant to pay any franchise, corporate, income, estate, inheritance, succession, capital levy or transfer tax of Landlord, or any income, profits or revenue tax or charge upon the rent payable by Tenant under this Lease, unless and to the extent that said tax is in lieu of real estate taxes.

(b) Betterment Assessments. Tenant shall pay, directly to the authority charged with the collection thereof, each installment of any public, special or betterment assessment levied or assessed by or becoming payable to any municipality or other governmental authority having jurisdiction of the Premises, for or in respect of the Premises for each installment period partially or wholly included in the Rent Period and, if exercised the Extension Terms, all such payments to be made not less than five (5) days prior to the last date on which the same may be made without interest or penalty or fifteen (15) days after Tenant's receipt of the assessments bill, whichever is later. Landlord shall promptly furnish Tenant with copies of all bills for assessments levied or assessed after the Rent Commencement Date, and shall request such municipality or governmental authority to send all bills for assessments directly to Tenant. With respect to any fraction of an installment period included in the Rent Period and the Extension Terms, if exercised, at the

beginning or end thereof, Tenant shall pay to Landlord, within fifteen (15) days after receipt of a reasonably detailed invoice therefor, the fraction of such installment allocable to such included period. Tenant shall promptly furnish to Landlord reasonable evidence of such payment. Without postponing the foregoing payment, Tenant may prosecute appropriate proceedings to contest the validity or amount of any assessment with respect to which Tenant is required to make payments as hereinbefore provided, such proceedings to be conducted jointly with any other parties, including Landlord, who have contributed to the payment of such assessments, and Tenant agrees to save Landlord harmless from all costs and expenses incurred on account of Tenant's participation in such proceedings. Landlord shall cooperate with Tenant with respect to such proceedings so far as reasonably necessary, at Tenant's cost and expense. Landlord shall promptly furnish to Tenant a copy of any notice of any public, special or betterment assessment received by Landlord concerning the Premises. Tenant shall be entitled to all abatements, if any, of any assessment paid by Tenant during the Rent Period and, if exercised, the Extension Terms:

(c) Insurance.

(i) Payment for Insurance. Tenant shall pay for all insurance required under this subsection 3.2(c), except that the Landlord will be solely responsible for the cost attributable to any liability insurance carried by Landlord under subsection 3.2(c)(ii)(b). Premiums for policy periods for insurance carried by Landlord extending beyond the Term of this Lease shall be prorated. Payment shall be made by Tenant to Landlord within thirty (30) days following receipt of a written invoice from Landlord.

(ii) Liability Insurance.

(a) Carried by Tenant. Tenant shall obtain and keep in force Commercial General Liability and Host Liquor Liability policies of insurance protecting Tenant and Landlord as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$2,000,000 per occurrence with an annual aggregate of not less than \$4,000,000. All insurance carried by Tenant shall be primary to and not contributory with any similar insurance carried by Landlord, whose insurance shall be considered excess insurance only.

(b) Carried by Landlord. Landlord shall have the right, but not the obligation, to maintain liability insurance, in addition to, and not in lieu of, the insurance required to be maintained by Tenant. Tenant shall not be named as an additional insured therein and the cost of such insurance shall be borne by Landlord.

(iii) Property Insurance: Building and Rental Value.

(a) Building. Landlord shall obtain and keep in force a policy or policies of property insurance in the name of Landlord, with loss payable to Landlord and to any mortgagee insuring loss or damage to the Building. The amount of such insurance shall be equal to the full replacement cost of the Building, as the Building shall exist from time to time, but

in no event more than the commercially reasonable and available insurable value thereof. Tenant's trade fixtures and Tenant's personal property shall be insured by Tenant under subsection 3.2(c)(iv), rather than by Landlord. Landlord's property insurance policy or policies shall insure against all risks of direct physical loss or damage, including coverage for debris removal and the enforcement of any applicable legal requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Building, as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted CPI Index. The deductible amount shall not exceed \$50,000 per occurrence, and Tenant shall be solely liable for any deductible amount in the event of an insured loss.

(b) Rental Value. Landlord shall obtain and keep in force a policy or policies in the name of Landlord with loss payable to Landlord and any mortgagee, insuring the loss of the Annual Rent for one year ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually as necessary to reflect the Annual Rent otherwise payable by Tenant for the next twelve (12) month period following the adjustment.

(iv) Tenant's Property. Tenant shall obtain and maintain insurance coverage on all of Tenant's personal property and trade fixtures located on the Premises. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$50,000 per occurrence. The proceeds from any such insurance shall be used by Tenant for the replacement of its personal property and trade fixtures unless this Lease is terminated because of a casualty or eminent domain taking, or the replacement would occur within the last twelve (12) months of the Term and the Tenant elects not to replace such property.

(v) Insurance Policies. Insurance required herein shall be issued by companies duly licensed or admitted to transact business in Massachusetts, and maintaining during the policy term a "General Policyholders Rating" of at least B+, VIII, as set forth in the most current issue of "Best's Insurance Guide". Landlord and Tenant shall not do or permit to be done anything which invalidates the required insurance policies. Each party shall, prior to the Commencement Date, deliver to the other certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance required to be maintained by such party. Tenant shall use commercially reasonable efforts to ensure that no such policy shall be cancelable or subject to modification except after thirty (30) days' prior written notice to Landlord, or, in the event the insurance company is unable or unwilling to provide such notice to Landlord, then except after thirty (30) days' prior written notice to Tenant, in which event Tenant shall promptly provide Landlord with written notice enclosing a copy of such notice from the insurance company. Each party shall, promptly following expiration of such policies, furnish the other party with evidence of renewals or "insurance binders" evidencing renewal thereof. Such policies shall be for a term of at least one year, or the length of the remaining Term of this Lease, whichever is less. If either party shall fail to procure and maintain the insurance required to be carried by it, the other party may, but shall not be required to, procure and maintain the same. Tenant shall be permitted to satisfy its insurance requirements hereunder through blanket insurance policies.



(vi) Waiver of Subrogation. Without affecting any other rights or remedies, Tenant and Landlord each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein under the policies of property insurance required by subsections 3.2(c)(iii) and 3.2(c)(iv). The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance is not invalidated thereby. If any such coverage would be invalidated, then the Landlord or the Tenant, as the case may be, will inform the other party and that party will have the right, but not the obligation, to pay the additional cost that the insurer would charge for agreeing to a waiver of subrogation.

(d) Utilities. Tenant shall pay directly to the proper authorities charged with the collection thereof all charges for water, sewer, gas, electricity, telephone and other utilities or services used or consumed on the Premises. Tenant shall have the right to select its utility vendors for the Premises without the approval of Landlord.

#### ARTICLE IV

##### Tenant's Additional Covenants

4.1 Affirmative Covenants. Tenant covenants as follows, at Tenant's sole cost and expense, at all times during the Initial Term and, if exercised, the Extension Terms and such further time as Tenant occupies the Premises or any part thereof:

(a) Perform Obligations. Tenant shall perform promptly all of the obligations of Tenant set forth in this Lease; and shall pay when due the Annual Rent and Additional Rent and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant.

(b) Use. Tenant shall use the Premises only for the Permitted Uses and shall procure and keep in force all licenses and permits necessary therefor. Tenant shall have access to the Premises 24 hours per day, 365 (366 in the case of leap year) days per year. Tenant agrees not to introduce, generate or release upon the Premises any Hazardous Material (as defined herein), in violation of applicable Environmental Laws or without obtaining all permits and approvals required by applicable Environmental Laws for the same, and shall indemnify and hold Landlord harmless from all loss, costs, expenses, claims and liabilities, including, without limitation, reasonable attorneys' fees and defense costs, remediation costs, and the expenses of investigations and negotiations with regulatory authorities, to the extent arising from Tenant's breach of the aforesaid obligation. The term "Hazardous Material" shall include without limitation: (i) substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances," "oil" or "solid waste" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., the Clean Air

Act, 42 U.S.C. Section 7401 et seq., and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq., and the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. Chapter 21E ("Chapter 21E") (collectively, the "Environmental Laws") and in the regulations promulgated pursuant to the Environmental Laws; (ii) substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii) other substances, materials and wastes which are or become regulated under applicable local, state or federal law or order, or which are classified hazardous or toxic under any Environmental Law; and (iv) any material, waste or substance which is (A) petroleum, (B) friable asbestos, (C) polychlorinated biphenyls, (D) flammable explosives; or (E) radioactive materials.

Tenant further agrees to the following conditions:

(i) Tenant will not use, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Premises or transport to or from the Premises any Hazardous Material in violation of applicable Environmental Laws or allow its employees, agents, contractors, or business invitees to do so.

(ii) Tenant shall give prompt written notice to Landlord of the following circumstances or events of which Tenant is aware:

(a) Any action, proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Material generated or stored by Tenant on the Premises, or the migration thereof from or to other property;

(b) All demands or claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous Material generated, stored or released at or from the Premises;

(c) Any spill, release, discharge or illegal disposal of any Hazardous Material that occurs at the Premises or results from Tenant's operations at the Premises, including, without limitation, those that would constitute a violation of Environmental Law; and

(d) All matters of which Tenant is required to give notice pursuant to any Environmental Law with respect to the Premises.

(iii) Without limitation of any of the foregoing, Tenant shall indemnify and hold Landlord, its agents, employees, contractors, invitees and lenders harmless, from all loss, costs, expenses, claims and liabilities, including, without limitation, reasonable attorney's fees and defense costs, consultant's fees, remediation costs, and expenses of investigations and negotiations with regulatory authorities, arising out of or involving any Hazardous Material first introduced to the Premises on or after the Commencement Date by Tenant or any of its contractors, subtenants, licensees, vendors or invitees. Tenant's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment, the cost of investigation, removal, remediation, restoration, and/or abatement.

(iv) Notwithstanding anything contained herein to the contrary, Tenant shall not be held liable or responsible for the presence or remediation of Hazardous Material existing on the Premises prior to Tenant's entry therein. Landlord represents and warrants to Tenant that, to the best of Landlord's knowledge, information and belief (A) the Premises are now free from contamination by Hazardous Material in violation of Environmental Laws, (B) the Premises and the activities conducted or to be conducted thereon do not pose any significant hazard to human health or the environment or violate any Environmental Laws, (C) Landlord is not aware of any evidence of a release of any Hazardous Material at the Premises, (D) Landlord is not aware of any generation, treatment or storage of any Hazardous Material at the Premises nor any activity at the Premises which could have produced Hazardous Material. Landlord shall indemnify and hold Tenant, its agents, employees, contractors, invitees and lenders harmless, from all loss, costs, expenses, claims and liabilities, including, without limitation, reasonable attorney's fees and defense costs, consultant's fees, remediation costs, and expenses of investigations and negotiations with regulatory authorities, arising out of or involving any Hazardous Material which existed on the Premises prior to the Commencement Date through the acts or omissions of the Landlord, anyone acting under the Landlord, or the Landlord's predecessors in title, or which are caused by any act or omission of Landlord, its agents, contractors, employees or invitees after the Commencement Date. Landlord's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment, the cost of investigation, removal, remediation, restoration, and/or abatement.

The representations, warranties, covenants and indemnities of Landlord and Tenant under paragraphs (iii) and (iv) of this Section 4.1(b) shall survive expiration or termination of this Lease.

(c) Repair and Maintenance. Tenant shall keep the Premises including, without limitation, the roof (it being agreed that Landlord shall assign to Tenant any and all existing warranties and guaranties with respect thereto), structure, exterior walls, the heating, ventilation and air conditioning system and all plumbing, electrical, mechanical and other fixtures and equipment therein in the same order, condition and repair as they are in on the Commencement Date or may be put in during the Initial or Extension Terms, reasonable use, wear and tear, fire and other casualty and taking by eminent domain only excepted; and shall make all repairs, alterations, additions or replacements (each such capital addition or replacement a "Capital Improvement") and do all other work necessary for the foregoing purposes. Subject to the provisions of this Section 4.1(c), any Capital Improvement required to be made by Tenant under this subsection or under subsection 4.1(d) below shall be funded solely by Tenant. Snow and ice removal shall be the responsibility of Tenant. Notwithstanding the foregoing, in the event that a Capital Improvement is required to be made by Tenant in accordance with the terms hereof, and the anticipated useful life of such Capital Improvement would exceed the then-remaining term of the Lease (without taking into account any remaining unexercised Extension Terms), then the following terms and conditions shall govern the costs of making of such Capital Improvement:

(i) Tenant shall perform and pay for the cost of such Capital Improvement;

(ii) In the event the Term of the Lease is subsequently extended beyond the expiration of the anticipated useful life of such Capital Improvement, Tenant shall remain solely responsible for the cost of such Capital Improvement; and

(iii) In the event the Term of the Lease expires prior to the expiration of the anticipated useful life of such Capital Improvement, then within sixty (60) days after the expiration of the Term hereof, Landlord shall pay to Tenant a sum (the "Capital Reimbursement Amount") equal to seventy-five percent (75%) of the product of (A) the cost of such Capital Improvement, multiplied by (B) a fraction, the numerator of which is the number of months remaining in the useful life of the Capital Improvement beyond the expiration of the Lease Term, and the denominator of which is the total number of months in the useful life of the Capital Improvement so made.

(d) Compliance With Law. Tenant shall make all Capital Improvements and other changes required by any applicable law or ordinance or any order or regulation of any public authority by reason of Tenant's use of the Premises; and shall keep the Premises equipped with all safety appliances so required; and shall comply with the orders and regulations of all governmental authorities applicable to the conduct of Tenant's business on the Premises. Tenant shall have the right to contest, in good faith and by appropriate and timely legal proceedings, the legality or application of law, ordinance, order or regulation which this Lease obligates Tenant to comply with; provided Landlord may require as a condition of such challenge that Tenant establish an escrow of the funds necessary to comply with the law or regulation if the challenge fails.

(e) Payment for Tenant's Work. Tenant shall pay promptly when due the entire cost of all work to the Premises undertaken by Tenant and shall remove promptly after notice thereof all liens for labor and materials; shall procure all necessary permits before undertaking such work; shall do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements; and shall save Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work.

(f) Landlord's Right to Enter. Landlord and Landlord's Invitees (as defined below) shall be entitled to enter into and examine the Premises upon reasonable prior notice at reasonable times during business hours and subject to Tenant's reasonable security measures and manufacturing requirements; provided, however, that no notice shall be required in the event of an emergency. Access of the Landlord and Landlord's Invitees to the Premises shall, at Tenant's option, be restricted or limited as reasonably determined by Tenant to the extent necessary to avoid adverse impacts on Tenant's business operations. Tenant shall have the right to have a representative of Tenant present at each such entry and examination of the Premises by the Landlord during the Term. The Landlord shall carry its own liability insurance covering the Landlord and the Landlord's Invitees on the Premises during any such periods of access. During the last twelve (12) months of the Lease Term, Landlord's access rights hereunder shall include the right to access the Premises from time to time during the Term of the Lease for marketing purposes, including (i) allowing prospective tenants, investors, buyers, lenders and Landlord's agents and invitees (collectively, "Landlord's Invitees") to perform due diligence activities on the Premises, and (ii) posting signs on the Land and/or the Building advertising the availability of space in the

Premises, in each case (1) at Landlord's sole cost and expense; (2) at reasonable frequency; and (3) subject in all respects to the terms and conditions set forth in this section. Notwithstanding anything contained in this Lease to the contrary, Landlord hereby agrees to indemnify and hold harmless Tenant from and against all claims, costs, damages, demands, actions, liabilities, expenses and causes of action (including, without limitation, reasonable attorney's fees) arising out of or resulting from personal injury, or property damage incurred by Tenant and caused solely by Landlord or Landlord's Invitees during such periods of access. Landlord will provide Tenant with reasonable advance notice prior to each visit by Landlord's Invitees.

(g) Personal Property at Tenant's Risk. Except as otherwise provided herein, all of the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises, shall be at the sole risk and hazard of Tenant.

(h) Yield Up. At the expiration of the Initial Term or Extension Terms, if exercised, or earlier termination of this Lease, Tenant shall surrender all keys to the Premises, remove all of its trade fixtures and personal property in the Premises, repair all damage caused by such removal and yield up the Premises, broom-clean and in the same order and repair in which Tenant is obliged to keep and maintain the Premises by the provisions of this Lease, reasonable wear and tear, fire, casualty and eminent domain taking excepted. Any property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine and Tenant shall pay Landlord the reasonable cost and expense incurred by it in effecting such removal and disposition and in making any incidental repairs and replacements to the Premises. In no event shall Tenant be required to restore or remove any of Tenant's Initial Improvements to the Premises at the expiration of the Term.

If Tenant holds over after expiration of the Initial Term or if exercised any Extension Term, without the Landlord's consent, Tenant shall pay during such holdover period a sum equal to one hundred fifty percent (150%) of the Annual Rent in effect immediately prior to the holdover, prorated on a daily basis for each day Tenant continues to occupy some or all of the Premises after the expiration of the Term hereof. In addition, Tenant shall further indemnify Landlord against all loss, cost and damage, direct and indirect, resulting from Tenant's failure and delay in surrendering the Premises as above provided; provided, however that in no event shall Tenant be liable to Landlord for any incidental or consequential damages arising from any such holdover.

4.2 Negative Covenants. Tenant covenants as follows, at Tenant's sole cost and expense, at all times during the Initial Term or Extension Terms, if exercised, and such further time as Tenant occupies the Premises or any part thereof:

(a) Assignment and Subletting. Tenant shall not assign or sublet the whole or any part of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. The parties acknowledge that the financial standing of the prospective assignee or sublessee and its ability to assume and fully perform any or all Tenant's obligations under this lease is a legitimate consideration in granting or withholding consent.

Notwithstanding such consent, the Tenant shall remain liable to the Landlord for the payment of all rent and for the full performance of the covenants and conditions of this lease. No assignment, subletting or licensing shall affect the continuing primary liability of Tenant (which, following assignment, shall be joint and several with the assignee); no consent by Landlord to any of the foregoing in a specific instance shall operate as a waiver in any subsequent instance; and no assignment shall be binding upon Landlord or any of Landlord's mortgagees, unless Tenant shall deliver to Landlord an instrument which contains a covenant of assumption by the assignee running to Landlord and all persons claiming by, through or under Landlord, but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge assignee from its liability as Tenant hereunder nor shall execution of such instrument of assumption affect the continuing primary liability of Tenant. Notwithstanding anything to the contrary contained in this Lease, Tenant may, without Landlord's prior written consent, but upon notice to Landlord (I) sublet all or any portion of the Premises or assign Tenant's interest in this Lease to: (A) a subsidiary, affiliate, parent or other entity to Tenant which controls, is controlled by, or is under common control with, Tenant; (B) a successor entity to Tenant resulting from merger, consolidation, non-bankruptcy reorganization, or government action; or (C) a purchaser of all or any significant portion of Tenant's stock or assets; and (II) enter into one or more short-term licenses granting third-parties the right to use all or a portion of the Premises, by way of example and not by limitation, for the hosting of business meetings, events, receptions or performances, subject in all events to applicable laws, rules and regulations applicable to the Premises.

(b) Overloading, Nuisance, etc. Tenant shall not injure, overload, deface or otherwise harm the Building; nor commit any nuisance; nor make, allow or suffer any waste; nor make any use of the Premises which is improper, offensive or in violation of any law or ordinance or which will invalidate any insurance.

(c) Buildings, Installations, Alterations or Additions. Tenant shall have the right to perform, in a good and workmanlike manner and in compliance with all applicable laws, Tenant's Initial Improvements to the Premises, subject to the Landlord's prior written approval which approval shall not be unreasonably withheld or delayed. Tenant shall not construct any new buildings on the Land without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall be permitted to install its own security system at the Premises. All new buildings and installations, alterations, modifications or additions to the existing building (each an "Improvement") shall, at the expiration or termination of this Lease, become the property of Landlord and shall be surrendered by Tenant with the Premises unless the Landlord and the Tenant agree, at the time when the parties discuss the Tenant's proposed installation, alteration or addition, that the Tenant will remove such Improvement at the end of the Term. Landlord agrees that Tenant shall have no obligation or responsibility to remove or restore Tenant's Initial Improvements upon the expiration or, subject to the terms of Section 8.1 hereof, earlier termination of this Lease. Landlord hereby agrees that during the period between the end of the Study Period and the Commencement Date (the "Early Occupancy Period"), Tenant shall have the right to access the Building and the Premises (other than any portions of the second (2<sup>nd</sup>) floor of the Building which continue to be occupied by Landlord for the conduct of Landlord's business therein) for the purpose of preparing the Premises for Tenant's occupancy and performing certain limited aspects of Tenant's Initial Improvements (in each case as approved by Landlord hereunder) which the parties agree are not reasonably

anticipated to materially adversely impact Landlord's business operations within the Premises or unreasonably impair Landlord's ability to deliver the Premises to Tenant as and when provided herein; provided however, that Tenant shall use commercially reasonable efforts during any such period of early access to minimize any adverse impacts on Landlord's business resulting from the performance of any such Improvements. Tenant hereby agrees to provide Landlord with a reasonable opportunity to review copies of its initial plans and specifications for any proposed Improvements to the Premises, including without limitation Tenant's Initial Improvements and any components thereof which Tenant proposes to perform during the Early Occupancy Period. Landlord shall have a period of five (5) business days following Tenant's delivery of such plans and specifications within which to approve or object to same (provided that any such objection shall only be valid when delivered in writing together with specific comments identifying the nature of such objection and a proposed alternative or resolution that would be reasonably acceptable to Landlord). Landlord hereby approves, in conceptual form, the nature of Tenant's Initial Improvements listed on Exhibit B attached hereto, and shall not object to any plans or specifications which are substantially consistent with the nature of the improvements reflected on said Exhibit B. Landlord's failure to approve or reject any proposed Improvement by Tenant within the aforementioned five (5) business day period shall be deemed to constitute Landlord's approval thereof.

#### ARTICLE V Casualty or Taking

5.1 Termination. In the event that the entire Premises, or a substantial portion thereof, shall be taken by any public authority or for any public use or shall be destroyed or damaged by fire or other casualty or by the action of any public authority and such damage cannot reasonably be repaired in all material respects within 180 days of such damage or destruction, or if any material portion of the Building or access to the Premises or more than ten percent (10%) of the parking spaces on the Premises shall be taken by any public authority or for any public use, or by the action of any public authority (each such damage, destruction or taking being hereinafter referred to as a "Casualty"), then in any of such events this Lease may be terminated at the election of either Landlord or Tenant by giving written notice to the other within sixty (60) days after the occurrence of such Casualty.

5.2 Restoration. If said election to terminate is not exercised by either party within said sixty (60) day period or if there is no right to terminate, Landlord shall fully restore the Premises (exclusive of Tenant's personal property and trade fixtures) to a proper condition for use, with reasonable promptness and diligence, but only to the extent insurance proceeds are available therefor (or would have been available therefor if Landlord had carried the insurance required under Section 3.2(c)(iii)) and subject to zoning and building laws then in existence; and from and after the occurrence of such Casualty and continuing during such restoration period, an equitable abatement of rent shall be made for the portion of the Premises not fit for use and occupation. If Landlord fails to complete restoration of the Premises (exclusive of Tenant's personal property and trade fixtures) within a period equal to 125% of the time estimated for restoration by Landlord at the time of commencement of the restoration work, and as a result the Premises are not fit for use

and occupancy for Tenant's Permitted Uses, Tenant may terminate the Lease by written notice given to Landlord while such failure to complete restoration persists, in which event this Lease shall terminate as of the date that is thirty (30) days after the date of delivery of such termination notice; provided, however, that if Landlord completes restoration within thirty (30) days after delivery of such termination notice, the termination notice shall be deemed void and of no force or effect. Notwithstanding the foregoing, if a Casualty shall occur during the last year of either the Initial Term or any Extension Term (and the Lease has not been further extended as of such date), Landlord shall not be obligated to restore the Premises unless the Tenant agrees in writing to exercise its options to extend the Term of the Lease for the next successive Extension Term, as applicable. If Landlord failed to carry the insurance or coverage required under Section 3.2(c)(iii), Landlord shall contribute funds toward restoration so that the proceeds available equal those that would have been available had the required insurance or coverage been carried.

5.3 Insurance Proceeds and Condemnation Awards. If this Lease terminates as a result of a Casualty, Landlord shall be entitled to all of the insurance proceeds payable pursuant to the policy of property insurance required to be maintained under Subsection 3.2(c)(iii). Condemnation awards shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Tenant shall be entitled to proceeds attributable to the unamortized value of any Improvements and Tenant Improvements (calculated on a straight-line basis from the date of installation to the end of the Term), and to any compensation paid by the condemnor for Tenant's relocation expenses, loss of business goodwill and/or trade fixtures. If this Lease is not terminated by reason of a condemnation, Tenant shall make all proceeds or compensation attributable to the unamortized value of any Improvements and Tenant Improvements available to Landlord for application by Landlord to the restoration of the Premises.

## ARTICLE VI Defaults

### 6.1 Events of Default.

(a) If Tenant shall default in the performance of any of its obligations to pay the Annual Rent or Additional Rent hereunder and such default shall continue for fifteen (15) days after receipt of notice from Landlord that such payment is due, or if Tenant shall default in the performance of any of its other obligations hereunder and such default shall continue for thirty (30) days after written notice from Landlord to Tenant specifying any other default or defaults, or (b) if any assignment shall be made by Tenant or any guarantor of Tenant for the benefit of creditors, or (c) if Tenant's leasehold interest shall be taken on execution, or (d) if a petition is filed by Tenant for adjudication as bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or (e) if an involuntary petition under any of the provisions of said Bankruptcy Act is filed against Tenant and such involuntary petition is not dismissed within ninety (90) days thereafter, then, and in any of such cases, Landlord and the agents and servants of Landlord lawfully may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter with process of law



enter into and upon the Premises or any part thereof in the name of the whole or mail a notice of termination addressed to Tenant at the Premises, and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove its and their effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or prior breach of covenant, and upon such entry or mailing as aforesaid this Lease shall terminate, Tenant hereby waiving all rights of redemption, if any, to the extent such rights may be lawfully waived and Landlord, without notice to Tenant, may store Tenant's effects, and those of any person claiming through or under Tenant at the expense and risk of Tenant.

## 6.2 Remedies.

(a) In the event of any termination, Tenant shall pay the Annual Rent, Additional Rent and other sums payable hereunder up to the time of such termination, and thereafter Tenant, until the end of what would have been the Lease Term in the absence of such termination, and whether or not the Premises shall have been relet, shall be liable to Landlord for, and shall pay to Landlord, as liquidated current damages, the Annual Rent, Additional Rent and other sums that would be payable hereunder if such termination had not occurred, less the net proceeds, if any, of any reletting or sale of the Premises, after deducting all expenses in connection with such reletting or sale, including, without limitation but only to the extent that they are reasonably required in connection with such reletting or sale, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, advertising, expenses of employees, alteration costs and expenses of preparation (including tenant allowances and other inducements) for such reletting or sale. Landlord shall use commercially reasonable efforts to mitigate its damages from any default by Tenant hereunder, including without limitation by actively marketing the Premises for lease or sale following any such termination of this Lease.

(b) At any time after such termination, whether or not Landlord shall have collected any such current damages, as liquidated final damages and in lieu of all such current damages beyond the date of such demand, at Landlord's election Tenant shall pay to Landlord an amount equal to the excess, if any, of the Annual Rent, Additional Rent and other sums as hereinbefore provided which would be payable hereunder from the date of such demand (assuming that, for the purposes of this paragraph, the annual Additional Rent would be the same as the Additional Rent for the immediately preceding year for what would be the then unexpired Lease Term if the same remained in effect), over the then fair net rental value of the Premises for the same period, such difference being discounted to a present value utilizing a commercially-reasonable discount rate.

6.3 Remedies Cumulative. Any and all rights and remedies which Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

6.4 Effect of Waivers of Default. Any consent or permission by Landlord to any act or omission by Tenant which otherwise would be a breach of any covenant or condition herein, or

any waiver by Landlord of the breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise, except as to the specific instance, operate to permit similar acts or omissions.

6.5 No Waiver, etc. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed to have been a waiver of such breach. No consent or waiver by Landlord, express or implied, to or of any breach of any agreement or duty of Tenant shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

6.6 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Annual Rent, Additional Rent or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

6.7 Landlord's Self Help Remedy. In the event Tenant fails to perform its obligations hereunder and such failure continues for thirty (30) days after receipt of written notice from Landlord to Tenant (or such shorter period as may be practicable, in the event of emergency), and such failure shall continue for an additional period of fifteen (15) days after a second notice from Landlord to Tenant stating in capital letters Landlord's intent to exercise self-help remedies under this Section 6.7 (though such second notice and fifteen-day cure period shall not be required in the event of emergency), then Landlord may perform such obligations itself and charge Tenant for all reasonable costs and expenses incurred in connection therewith, which Tenant shall pay as Additional Rent within thirty (30) days after receipt of an invoice thereof from Landlord, along with reasonable substantiating documentation.

6.8 Default by Landlord. If Landlord shall fail to perform any covenant required to be performed by Landlord under the terms of this Lease and such failure shall continue for a period of thirty (30) days after receipt by Landlord of written notice thereof from Tenant, or if Landlord shall fail to pay any sums unequivocally due to Tenant hereunder, and such failure shall continue for a period of thirty (30) days after receipt by Landlord of written notice thereof from Tenant, and such failure shall continue for an additional period of fifteen (15) days after a second notice from Tenant to Landlord stating in capital letters Tenant's intent to exercise self-help remedies under this Section 6.8, then Tenant may, in addition to any of Tenant's other rights set forth elsewhere in this Lease, (A) cure the default of Landlord hereunder, and perform the covenants which Landlord has failed to perform, and all reasonable sums expended by Tenant in curing such default and performing such covenants shall be paid by Landlord to Tenant within thirty (30) days after demand therefor accompanied by reasonable supporting documentation detailing the costs incurred. If not timely paid, such sums shall bear interest at a rate per annum equal to the then

prime rate of Bank of America (or its successor) plus four percent (4%) from the date due, and may be offset by Tenant against future rentals; and/or (B) bring suit to recover from Landlord all sums due Tenant from Landlord together with interest at a rate per annum equal to the then prime rate of Bank of America (or its successor) plus four percent (4%).

## ARTICLE VII Mortgagee's Rights

7.1 Superiority of Lease. Except as provided in Subsection 7.2 below, this Lease shall be superior to and shall not be subordinated to any future mortgage, lien or other encumbrance on the Premises. The holder of any such future mortgage shall not be liable either as mortgagee or as assignee, to perform, or be liable in damages for failure to perform, any of the obligations of Landlord unless and until such holder shall enter and take possession of the Premises for the purpose of foreclosure. Provided Landlord notifies Tenant in writing of the name and contact information of its mortgagee(s), Tenant agrees to provide such holder of a mortgage with copies of any default notice delivered to Landlord at the same time Tenant delivers any such notice to Landlord.

7.2 Subordination. Landlord shall have the option to subordinate this Lease to any mortgage of the Premises provided that the holder thereof enters a commercially reasonable subordination, non-disturbance and attornment agreement with Tenant pursuant to which the holder agrees to recognize this Lease and the rights of Tenant hereunder (including, without limitation, the provisions of this Lease regarding Casualty), and to accept Tenant as tenant of the Premises under the terms and conditions of this Lease in the event of acquisition of title by such holder or its successor or assigns through foreclosure proceedings or otherwise, and Tenant agrees to recognize and attorn to the holder of such mortgage as Landlord in such event, which agreement shall be made to expressly bind and inure to the benefit of the successors and assigns of Tenant and of the holder and upon anyone purchasing said Premises at any foreclosure sale (an "SNDA"). Tenant agrees to execute and deliver any appropriate instruments necessary to carry out the agreements contained in this Section 7.2. Simultaneously with the execution and delivery of this Lease, Landlord shall deliver to Tenant a commercially reasonable SNDA in form and substance reasonably satisfactory to all parties and acceptable for recordation with the appropriate registry of deeds, which SNDA shall be executed by Landlord, Tenant and the holder of any mortgage currently encumbering the Premises.

## ARTICLE VIII

### Security Deposit

8.1 Initial Security Deposit. Prior to the Commencement Date, Tenant shall deliver to Landlord a security deposit (the "Security Deposit") in the amount of Fifty Thousand Dollars (\$50,000.00), which shall be held by Landlord to secure Tenant's performance of its obligations under this Lease. The Security Deposit is not an advance payment of Annual Rent or a measure or limit of Landlord's damages upon a default under this Lease by Tenant. Landlord may, from time

to time following a default by Tenant beyond applicable notice and cure periods, and without prejudice to any other remedy, use all or a part of the Security Deposit to perform any obligation Tenant fails to perform hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. Landlord shall, within thirty (30) days after the Term ends, return to Tenant the Security Deposit (or such remaining portion thereof following application as aforesaid) which was not applied to satisfy Tenant's obligations. The Security Deposit may be commingled with other funds, and no interest shall be paid thereon. If Landlord transfers its interest in the Premises and the transferee assumes Landlord's obligations under this Lease, then Landlord shall assign the entire Security Deposit (or such remaining portion thereof following application as aforesaid) to the transferee and Landlord thereafter shall have no further liability for the return of the Security Deposit. In the event that this Lease is terminated by Landlord prior to the expiration of the Initial Term as a result of a default by Tenant, Landlord shall have the additional right to apply any then-remaining portion of the Security Deposit to cover Landlord's costs and expenses incurred in restoring the Building to the condition it was in prior to Tenant's construction of Tenant's Initial Improvements; provided that Tenant shall have no further responsibility or liability to Landlord for such restoration other than the application of the Security Deposit, as set forth above. From and after the expiration of the Initial Term, Landlord shall have no right to apply any portion of the Security Deposit against any costs or expenses incurred by Landlord in restoring the Building to the condition it was in prior to Tenant's construction of Tenant's Initial Improvements, and Tenant shall have no responsibility or liability to Landlord for any such restoration.

8.2 Reduction in Security Deposit. If as of the seventh (7<sup>th</sup>) anniversary of the Commencement Date, there exists no default on the part of Tenant beyond applicable notice and cure periods, then the amount of the Security Deposit held by Landlord shall be reduced by Twenty-Five Thousand Dollars (\$25,000.00) to the new amount of Twenty-Five Thousand Dollars (\$25,000.00). Thereafter, there shall be no further reduction in the amount of the Security Deposit hereunder.

#### ARTICLE IX Right of First Offer

9.1 In the event that Landlord elects to sell the Premises during the Term, Tenant shall have the following rights in respect of such sale. Provided that this Lease is in full force and effect and no default of which Landlord shall have given written notice to Tenant has occurred and is continuing beyond the applicable notice, grace or cure period therefor, if Landlord intends to sell all or any portion of the Premises, Landlord shall notify Tenant of such intent in writing (an "Intended Sale Notice"), which notice shall set forth the purchase price, the customary representations and warranties, and other material terms and conditions on which Landlord would be willing to sell the Premises ("Sale Offer"). Tenant shall have the option to purchase the Premises on the same terms and conditions set forth in the Sale Offer, which option shall be exercisable by written notice (the "Acceptance Notice") given to Landlord within sixty (60) days after Tenant's receipt of the Intended Sale Notice, and which shall be accompanied by a good faith deposit in the amount of the down payment identified in the Sale Offer, but in no event more than ten (10%) percent of the purchase price set forth in the Sale Offer. In the event Tenant elects not to

accept the Sale Offer, Tenant shall, upon Landlord's request, promptly execute and deliver to Landlord a waiver, in recordable form, confirming such election not to accept the Sale Offer and purchase the Premises, but the absence of such waiver shall not limit or impair Landlord's right to sell the Premises if Tenant has not timely delivered the Acceptance Notice, nor shall it prejudice or impair any of Tenant's rights under this Article IX. If Tenant elects to purchase the Premises as provided herein, Landlord and Tenant shall negotiate promptly and in good faith a commercially reasonable purchase contract ("Purchase Contract") containing the customary representations and warranties and providing for a down payment not to exceed ten percent (10%) of the purchase price, to sell the Premises to Tenant on the terms and conditions set forth in the Intended Sale Notice. In the event the parties are unable, despite such good faith efforts, to enter into a Purchase Contract within thirty (30) days from the date of the Acceptance Notice (provided Landlord has negotiated promptly and in good faith pursuant to the preceding provisions of this sentence), the rights of Tenant to purchase the Premises pursuant to the Intended Sale Notice and this Article IX shall be null and void, except as otherwise set forth herein. Notwithstanding the foregoing, if Tenant exercises its right to purchase under this Article IX, and if Tenant as purchaser under the Purchase Contract, shall default under the Purchase Contract and fail to consummate the purchase transaction, then, in addition to forfeiting the good faith deposit described above, Tenant shall lose its right of first offer under this Lease for the rest of the Term, but all of the other terms and conditions of this Lease shall remain in full force and effect.

9.2 If Tenant delivers an Acceptance Notice and duly and timely executes a Purchase Contract, then the closing shall occur pursuant to the terms of the Purchase Contract. In the event that Tenant fails to deliver the Acceptance Notice as provided above, or duly and timely execute a Purchase Contract, then Landlord shall have the right within nine (9) months thereafter to enter into a contract on terms which are not Materially More Favorable (as defined below)(from Landlord's reasonable perspective) than the terms and conditions set forth in the Intended Sale Notice, with such other person or entity as Landlord may elect. If (y) Landlord shall fail to enter into a third-party contract and close upon the foregoing terms and conditions within such nine (9) month period, or (z) Landlord desires to sell the Premises on terms that are Materially More Favorable than the terms and conditions set forth in the Intended Sale Notice, then in either such case Landlord shall again offer Tenant the right of first offer provided herein if it intends to sell the Premises. As used herein, the term "Materially More Favorable" shall be deemed to mean a purchase price that is less than ninety percent (90%) of the purchase price set forth in the Intended Sale Notice.

9.3 In no event shall the Landlord have any obligation to notify the Tenant of, nor shall this Section apply to any intention to sell the Premises to an Affiliated Party (hereinafter defined) or for no or nominal consideration. For purposes of this Article IX, the term Affiliated Party shall mean an Affiliate or any members or shareholders of Landlord or members of the families of members or shareholders of Landlord or trusts for the benefit of any of the foregoing or devisees or beneficiaries of any of the foregoing pursuant to bequest or intestacy or entities controlled by any of the foregoing. Furthermore, the obligation to attempt to send such notice of intention to sell and the rights in favor of Tenant under this Article IX shall not apply to the transfer to, whether by deed in lieu of foreclosure or otherwise, any mortgagee or its designee, or to the purchaser at any foreclosure sale, or to the purchaser from any such mortgagee or its designee.

9.4 Notwithstanding anything to the contrary contained in this Lease, if Tenant elects to purchase the Premises pursuant to this Article IX, any default by Tenant with respect to such purchase (including, without limitation, Tenant's default under the Purchase Contract, or Tenant's failure to enter into any contract or agreement mentioned in this Article IX or any other default by Tenant under this Article IX) shall not give rise to a default under this Lease, or otherwise entitle Landlord to terminate this Lease or dispossess Tenant.

## ARTICLE X Miscellaneous Provisions

10.1 Notices from One Party to the Other. All notices required or permitted hereunder shall be in writing and shall be deemed effective upon receipt (or refusal, if delivery is refused) when delivered by hand, nationally recognized overnight courier, or registered or certified mail postage prepaid and addressed, if to Tenant, at the Premises and thereafter at the Premises or such other address as Tenant shall have last designated by notice in writing to Landlord, with a copy to Wilmer Cutler Pickering Hale and Dorr LLC, 60 State Street, Boston, MA 02109, Attention: Janene I. Asgeirsson, Esq, and, if to Landlord at the Original Address of Landlord or such other address as Landlord shall have last designated by notice in writing to Tenant; with a copy to Cornetta, Ficco & Simmler, P.C., 4 West Street, Franklin, MA 02038, Attention: Richard R. Cornetta, Jr., Esq.

10.2 Quiet Enjoyment. Landlord agrees that upon Tenant's paying the rent and performing and observing the agreements, conditions and other provisions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises during the Lease Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease.

10.3 Permits and Approvals. In the event that Tenant is required or desires to obtain any permits or approvals with the respect to the Premises during the term hereof, including without limitation with respect to the authorization of Tenant's Permitted Use hereunder, Landlord hereby agrees to cooperate in all reasonable respects to facilitate the procurement of such permits or approvals, which cooperation shall include, but not be limited to, promptly responding in writing to all reasonable inquiries (so long as same do not request information that is proprietary or confidential in nature), executing all applications or submissions necessary to obtain the permits or approvals so long as the same are in accordance with the terms of this Lease, and appearing as necessary before any permit granting authority with respect to the application for or issuance of any such permits and approvals, and provided at the sole cost and expense of the Tenant

10.4 Lease not to be Recorded. Landlord and Tenant agree that neither party shall record this Lease. Notwithstanding the foregoing, both parties shall, upon the request of either, execute and deliver a notice or short form of this Lease in such form, if any, as may be permitted by applicable statute and shall execute and deliver such further notice as may be required in connection with Tenant's exercise of any option to extend contained in this Lease.

10.5 Limitation of Landlord's Liability. No owner of the Premises shall be liable under this Lease except for breaches of Landlord's obligations occurring while owner of the Premises. Landlord's liability pursuant to this Lease shall be limited to Landlord's interest in the Premises, including without limitation any rents or other profits or proceeds (including insurance proceeds) received in connection therewith. Tenant agrees to look solely to Landlord's estate in the Premises. Tenant agrees that no other assets of Landlord shall be subject to levy, execution or other procedures to satisfy Tenant's rights or remedies hereunder.

10.6 Acts of God. In any case where Landlord or Tenant is required to do any act, other than the payment of money, delays caused by or resulting from Acts of God, war, civil commotion, fire, flood or other casualty, strikes, inability to obtain labor, materials or equipment, government regulations, unusually cold or severe weather, or other causes beyond Landlord's or Tenant's reasonable control shall not be counted in determining the time during which work shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time", and such time shall be deemed to be extended by the period of such delay. Inability to pay amounts due hereunder shall not be deemed to be beyond Landlord's or Tenant's control.

10.7 Brokerage. Landlord and Tenant each warrants and represents to the other that it has not dealt with any broker in connection with the consummation of this Lease, and each agrees to indemnify, defend and hold the other harmless from and against any loss, and all loss, cost, damage, claim or expense arising out of the breach of the foregoing representation and warranty.

10.8 Applicable Law and Construction. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby. There are no oral or written agreements between Landlord and Tenant affecting this Lease. This Lease may be amended, and the provisions hereof may be modified, only by instruments in writing executed by Landlord and Tenant. The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease. Unless repugnant to this context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them, respectively.

10.9 Estoppel Certificate. Both parties agree from time to time, upon not less than fifteen (15) days' prior written request by the other party, to execute, acknowledge and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect and that Tenant has no defense, offsets or counterclaims against its obligations to pay the Annual Rent and Additional Rent and to perform its other covenants under this Lease and that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications that the same is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Annual Rent, Additional Rent and other charges have been paid. Any such statement delivered pursuant to this Section 8.9 may be relied upon by any prospective purchaser or mortgagee of the Premises, or any prospective assignee or sublessee of the Premises.

10.10 Signage. Tenant, at Tenant's sole cost and expense, and in accordance with all applicable laws, shall have the right to install signs displaying Tenant's name and advertising its business on the Land and the exterior of the Building. Landlord shall cooperate with Tenant at Tenant's sole cost and expense to obtain regulatory approvals for Tenant's signage. Tenant shall maintain and operate its signs at its own expense during the Term, and all of Landlord's self-help rights under Section 6.7 shall apply as well to Tenant's obligations under this Section. Tenant shall remove its signage at the expiration of the Term, repairing all damage caused by such removal and leaving the façade of the Building in the condition it was in prior to erection of the signs, reasonable wear and tear, fire, casualty and eminent domain taking excepted.

10.11 Warranty of Title by Landlord. Landlord hereby warrants, represents and covenants to Tenant that: (A) Landlord is the sole owner in fee simple absolute of the Premises; and (B) Landlord has good and marketable fee simple title to the Premises free and clear of all liens and encumbrances except for taxes not yet due and payable and other exceptions to title listed on Exhibit C attached hereto. Landlord has full right and power to execute this Lease and to lease the Premises for the Term provided in this Lease.

10.12 Parking. Tenant shall have the right during the Lease Term to the exclusive use of the parking area located at the Premises, containing approximately thirty-eight (38) parking spaces.

10.13 Study Period. Notwithstanding anything to contrary contained herein, Tenant shall have the right during the Study Period to access and investigate the Premises for the purpose of determining, in Tenant's sole discretion, the feasibility of Tenant's proposed use of the Premises, including without limitation inspections and investigations pertaining to building condition, zoning, permitting and entitlement matters. In the event that Tenant determines during the Study Period that the Premises are not suitable or satisfactory for Tenant's intended use and enjoyment thereof, Tenant shall have the right, exercisable upon the delivery of written notice from Tenant to Landlord prior to the expiration of the Study Period, to terminate the effectiveness of this Lease, in which event this Lease shall terminate and be of no further force or effect as of the date of such notice, and neither party shall have any obligation to the other hereunder. Tenant hereby agrees to indemnify and hold Landlord harmless from and against any and all loss, cost or expense incurred by Landlord as a result of Tenant's access onto and inspection of the Premises during the Study Period, and in the event any of Tenant's inspections damage or disturb any portion of the Premises, Tenant shall be responsible at its sole cost and expense for repairing such damage or restoring such disturbance to the condition the Premises were in prior to such inspection.

10.14 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Remainder of page intentionally blank. Signatures follow.]



EXECUTED under seal as of the date first above written.

LANDLORD:

JOMI ENTERPRISES, LLC

By: Ronald E. Lizotte  
Name: Ronald E. Lizotte  
Title: Manager

TENANT:

FRANKLIN PERFORMING ARTS COMPANY

By: Lynn Mercer  
Name: Lynn Mercer  
Title: President

EXHIBIT A

Legal Description

[See attached.]

EXHIBIT A

The land with the buildings thereon situated in Franklin, in the County of Norfolk and said Commonwealth bounded and described as follows:

- SOUTHERLY: by West Central Street, fifty-one and 91/100 (51.91) feet;
- WESTERLY: by land formerly of Lorraine Metcalf, one hundred thirty and 92/100 (130.92) feet;
- NORTHERLY: fifty-one and 96/100 (51.96) feet; and
- EASTERLY: by lot 7 as shown on plan hereinafter referred to one hundred thirty and 15/100 (130.15) feet.

Said parcel is shown as lot 8 on a plan 18589C entitled "Subdivision Plan of Land in Franklin, Mass.", dated January 14, 1973 Scale 1" = 20'. Being a subdivision of Lots 3A, 3C, 4, 5 and 6 on L.C. Plan 18598B, Amherst Survey Associates, C.R. Tiedemann, Reg. Land Surveyor, P.O. Box 73, Amherst, New Hampshire. Said plan recorded with said deeds with Certificate No. 95053.

Also granted is a ten (10) foot wide permanent maintenance easement as shown on said plan for the purpose of maintaining and repairing the building presently on said Lot 8 or hereafter placed on said Lot. Also granted is the right of ingress and egress to said building over said ten (10) foot wide easement as shown on said plan for the purposes of loading and unloading only.

Subject to all rights of way of record.

So much of the above described land as is included within the Town of Franklin sewer easement shown on said plan filed with Certificate No. 29143 is subject to all lawful rights of the Town of Franklin in and over the same.

For Title see Certificate No. 119049, Book 596, Page 49.

Also the land in said Franklin bounded and described as follows:

Commencing at the southeasterly corner of the premises hereby granted on the northerly side of West Central Street at the southwesterly corner of the premises now or formerly of Eliza H. Metcalf, and then running northeasterly along said land now or formerly of Eliza H. Metcalf one hundred and forty-four (144) feet.

thence turning and running westerly approximately at right angles with said last mentioned bound eighty-nine (89) feet to the northwest corner of the premises hereby granted to other land now or formerly of Elmer M. Fisher;

thence turning approximately at right angles with said last mentioned bound and running southeasterly along other land now or formerly of said Fisher, one hundred and forty-four (144) feet to said West Central Street;

thence turning and running southeasterly along the northerly boundary of said West Central Street eighty-nine (89) feet to the point of the beginning.

Containing approximately 12,816 square feet of land.

**EXHIBIT A**

Also another parcel of land being a certain parcel of land situated on the Northerly side of West Central Street, in said Franklin, bounded and described as follows:

Beginning at the Southeasterly corner of the granted premises on said West Central Street and at other land of said grantor;

- thence       Northwesterly by said West Central Street, thirty-eight and  $4/10$  (38.4) feet to an iron pipe at other land now or formerly of Elmer M. Fisher;
- thence       turning at an angle of  $90^{\circ} 20'$  and running northeasterly by said other land now or formerly of said Fisher eighty-three and  $3/10$  (83.3) feet to an iron pipe at other land now or formerly of said Fisher.
- thence       turning at an angle of  $116^{\circ} 35'$  and running Easterly by said other land now or formerly of said Fisher forty-five (45) feet to an iron pipe;
- thence       turning and running Southwesterly one hundred five and  $75/100$  (105.75) feet to the point of beginning.

Containing 3940.6 square feet of land more or less.

Also a right of way, in common with Elmer M. Fisher, his heirs, executors, administrators or assigns, and in common with such others as may be entitled thereto, over along that certain parcel of land lying between said West Central Street and Main Street, in said Franklin, and bounded and described as follows:

Beginning at the Southeasterly corner of said parcel, said point of beginning being the northeasterly corner of premises conveyed by said Elmer M. Fisher to said grantor by deed duly recorded with Norfolk Deeds Book 2337, Page 136, and

- thence       running Northeasterly 31.9 feet by an extension of the Easterly boundary line of said premises conveyed by said Elmer M. Fisher to said grantor to an iron pipe at land now or formerly of Alfred W. Dana et al;
- thence       turning and running  $N 61^{\circ} 31' W$  by said land formerly of Dana 46';
- thence        $S 27^{\circ} 15' W$  by other land of the grantor 31.9 feet to the Northerly boundary of said land conveyed by said Fisher;
- thence       turning and running Southeasterly by said last mentioned land to the point of the beginning; also a right of way, in common with the said Elmer M. Fisher, his heirs, executors, administrators or assigns and in common with such others as may be entitled thereto over and along that certain parcel of land situated on the Westerly side of Main Street, in said Franklin and bounded and described as follows:

Beginning at the Northeasterly corner thereof, on said Main Street, at land now or formerly of Alfred W. Dana et al and

**EXHIBIT A**

- thence running Southwesterly bounded Northerly by said land now or formerly of Alfred W. Dana et al to an iron pin;
- thence turning and running Westerly bounded Northeasterly by said land now or formerly of said Alfred W. Dana et al to another pin at the Northeasterly corner of the parcel last described;
- thence turning and running S 28° 20' W by said parcel last described fifteen (15) feet;
- thence turning and running Easterly and Northeasterly by a line parallel with the Southerly and Southeasterly lines of said land now or formerly of Alfred W. Dana et al, and distant fifteen (15) feet Southerly and Southeasterly therefrom to said Main Street and
- thence Northwesterly by said Main Street fifteen (15) feet to the point of beginning.

Said last mentioned right of way is hereby granted subject to all of the terms and provisions of a release from said Elmer M. Fisher to inhabitants of the Town of Franklin dated May 19, 1942, and recorded with Norfolk Deeds on June 2, 1942 dealing with the right of said inhabitants of the Town of Franklin, its successors or assigns, to keep and maintain in its present location a certain lunch cart which now occupies portion of said last mentioned right of way.

Both of the aforesaid rights of way are hereby granted as appurtenant to the aforesaid premises conveyed by Elmer M. Fisher to said grantor by deed duly recorded with Norfolk Deeds.

Excepting from the above described parcel that portion of the right of way conveyed to Frederick W. Ordway and shown as five (5) feet of 15 foot Right of Way in orange shade on a plan filed in the Land Court and entitled "Subdivision of Lots 4 & 5 as shown on Plan No. 18589 filed with Registry District Norfolk County".

Subject to and together with all rights of way of record.

ALSO, the land situated on the Northerly side of West Central Street in said Franklin, bounded and described as follows;

Beginning at the Southwesterly corner of the granted premises at a drill hole in a concrete wall on the side line of said West Central Street and at land of said grantee, thence N 13° 33' 16" E on land of said grantee to the Northeasterly corner thereof; thence turning and running Easterly, but an Easterly extension of the Northerly line of said land of said grantee to land now or formerly of Frederick E. Ordway, it being Lot No. 4 as shown on the plan hereinafter referred to; thence turning and running S 13° 31' 50" W on said No. 4 and on Lot No. 5 as shown on said plan also now or formerly of Frederick E. Ordway to a drill hole at the end of a concrete wall at said West Central Street; thence turning and running N 77° 22' 19" W on said West Central Street 0.85 feet to the point of beginning.

Said granted premises are shown on said plan entitled "Subdivision of Lots 4 and 5 as shown on Plan No. 18589, filed with Certificate of Title No. \_\_\_\_\_, Registry District, Norfolk County, land in Franklin, Massachusetts", which plan is recorded with Norfolk Deeds as No. 66 of 1943 in Book 2435, Page 150, and are a portion of the same premises conveyed to Elmer M. Fisher by Frederick E. Ordway by deed dated April 5, 1943 and recorded with Norfolk Deeds.

## EXHIBIT A

Also a right of way fifteen (15) feet in width, for all purposes for which similar rights of way situated in said Franklin are now used, or hereafter may be used in common with the said Elmer M. Fisher and all others entitled to use thereof, over and across that certain piece or parcel of land situated between Main and West Central Streets, in said Franklin, in the rear of an immediately adjoining land now or formerly of Alfred W. Dana et al, bounded and described as follows:

Beginning at the Northwesterly corner thereof, at a stake of land now or formerly of said Alfred W. Dana et al and thence running S 13° 33' 16" W along land now or formerly of Elmer M. Fisher fifteen (15) feet; thence turning at approximately a right angle and running Southeasterly to land now or formerly of Frederick E. Ordway, the same being the Lot numbered 4 shown on the plan hereinafter mentioned; thence the Lot numbered 4 shown on the plan hereinbefore mentioned; thence turning and running N 13° 31' 50" W by said land now or formerly of Frederick E. Ordway fifteen (15) feet to a stake at said land now or late of Alfred W. Dana et al; and thence turning and running N 76° 20' 44" W by said land now or late of Alfred W. Dana et al 0.78 feet to the point of the beginning.

For my Title see foreclosure deed of Benjamin Franklin Savings Bank to Benjamin Franklin Savings Bank registered with Certificate of Title No. 1781 of 1993 with Norfolk Deeds. See also Certificate of Title No. 138729 Norfolk Registry District of the Land Court.

## EXHIBIT B

### Tenant's Initial Improvements

- Remove 2<sup>nd</sup> Floor of Building, other than approx. 25 ft section on SouthWest side of Building (facing West Central St) to provide for 1<sup>st</sup> floor lobby ceiling and 2<sup>nd</sup> floor storage
- Install interior vertical support bracing for exterior walls
- Install Catwalk around a portion of interior walls
- Install sprung floor and marley flooring
- Install additional electrical circuitry as needed to support theater lighting
- Construct lobby area with guest bathrooms

EXHIBIT C

Permitted Encumbrances

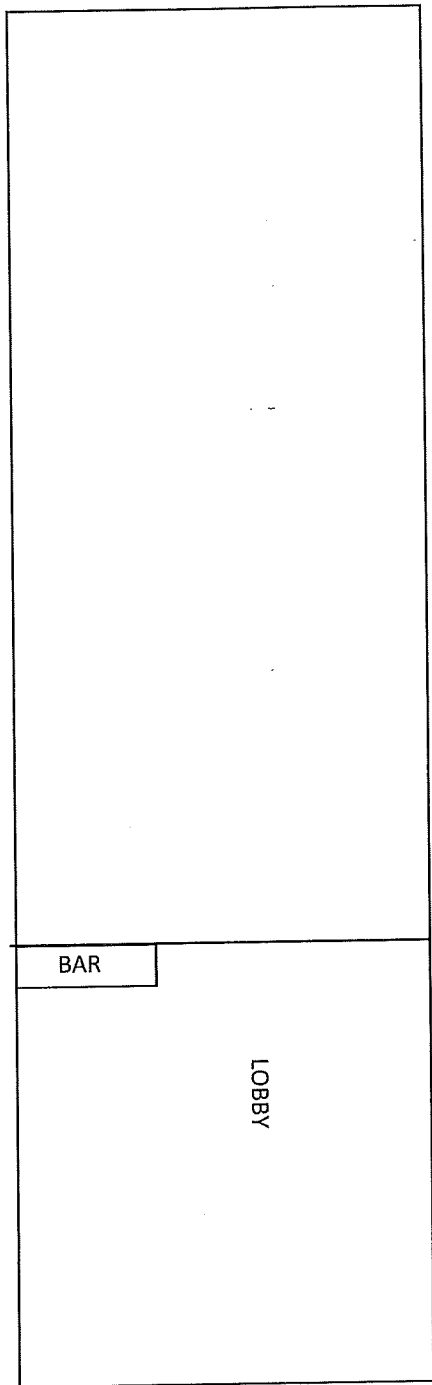
1. Subject to the benefit of right of way set forth in deeds recorded with Norfolk County Registry of Deeds in Book 2397, Page 434 and Book 2435, Page 151, as affected by rights set forth in deed recorded with said Deeds in Book 2435, Page 154.
2. Appurtenant and maintenance easement and right of way as set forth in deed registered with the Norfolk County District of the Land Court as Document #331813.
3. Agreement as set forth in Document #590572.
4. Town Sewer Easement shown on plan 18598C noted on Certificate No. 95053.
5. Subject to the benefit of right of way set forth in deeds recorded with said Deeds in Book 6454, Page 289 and Book 6454, Page 292. Note: right of way releases Book 2435, Page 154 and Book 2392, Page 557.
6. Conditional Assignment of Leases and Rents from JOMI Enterprises, LLC to Benjamin Franklin Bank dated July 19, 2007 and registered on July 20, 2007 with the Norfolk Registry of the Land Court as Document #1133881 on Certificate of Title No. 175134 and recorded with the Norfolk County Registry of Deeds on 7/20/2007 in Book 25007, Page 585.



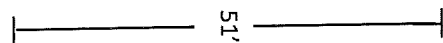
7,497 sq ft total

108'

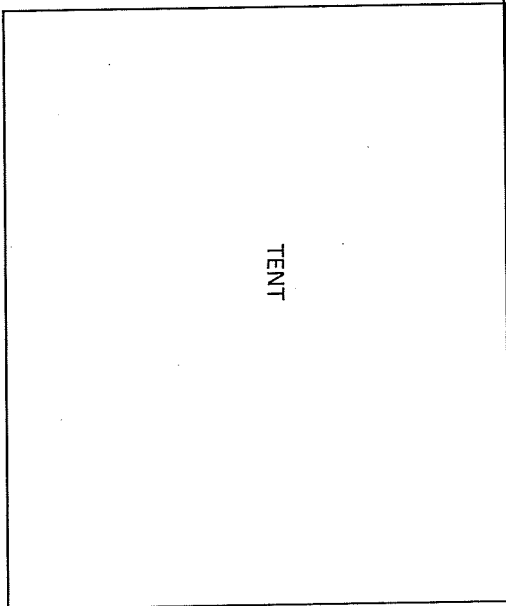
39'



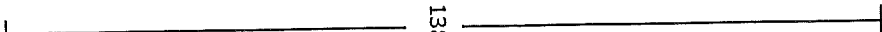
51'



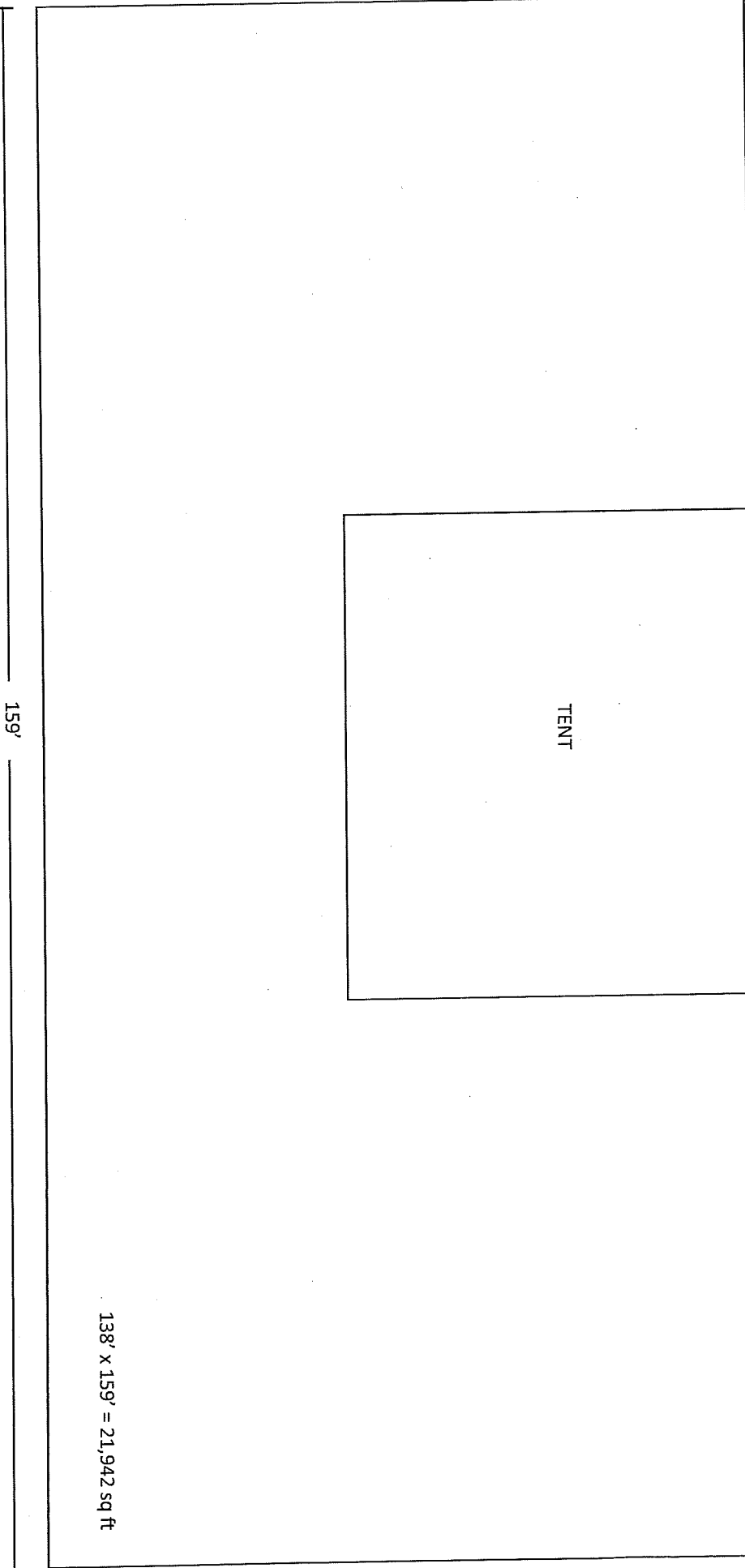
TENT



138'



159'



138' X 159' = 21,942 sq ft

# Town of Franklin

Town Administrator  
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street  
Franklin, Massachusetts 02038-1352

## Memorandum

January 2, 2019

To: Finance Committee & Town Council Capital Subcommittee

From: Jamie Hellen

Re: **FY19 Capital Plan Proposal**

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Please find the attached Capital Plan for FY19, as well as each departments' five-year capital plan as required by the Town Charter.

Included in this memo is a sheet with the 10-year free cash history. As you can see, the average is \$2.8 million over ten years. This year free cash is a little higher than usual because town departments have been running efficiently, providing cost effective services and revenues have been stable.

From the certified total, there are several major policy commitments that eat into the total right off the bat, most notably the OPEB contribution (per Council policy), the turf fields stabilization fund contribution, scheduled fire engine replacement stabilization fund contribution and annual snow and ice funds. These recommendations are Round 1 of the FY19 Capital program. Once we know the final totals of the winter costs for snow removal, if there are remaining funds, staff will propose a "Round 2" Capital later in the Spring, which we have traditionally used to fund road and infrastructure projects.

The following is an overview of certified free cash status for FY19:

<u>Request</u>	<u>Amounts</u>
<b>FREE CASH CERTIFIED TOTAL</b>	<b>3,726,972</b>
Snow and ice removal/other	-750,000
OPEB Trust fund; per Council policy 10% of Free Cash	-370,000
Fire Truck Stabilization (7-year plan)	-100,000
Fields Stabilization (Replace in 2027-ish)	-30,000
Previously authorized expenditures (Special Ed Van for School Department, LED Lights conversion)	-\$156,446.65
Remaining Free Cash for Capital Requests	<b>2,320,525.35</b>

## Administration & Town Policy Requests

1. **Snow & Ice Removal - \$750,000**
  - a. Each year the Town reserves \$750,000 for snow and ice removal until April when we see the full costs of this winter.
  
2. **OPEB Contribution - \$370,000**
  - a. \$370,000, of 10% of the overall certified free cash, will be deposited into the OPEB Trust. This is consistent with Town Council policy to set aside this amount annually.
  - b. The OPEB Trust Fund currently has \$4,608,133.
  - c. An update of the OPEB actuarial just completed shows a \$74 million liability. A presentation will be forthcoming in the winter.
  
3. **Fire Truck Stabilization Contribution - \$100,000**
  - a. This amount is set aside to get the Fire Department to the \$700,000 estimate needed to replace a new engine 4 in approximately 2023.
  - b. The stabilization account currently has \$105,835.
  
4. **Turf Field Stabilization Contribution - \$30,000**
  - a. After this investment, the Town will have \$300,000 in the account and will be on schedule to replace fields in 2027-ish.
  - b. This amount will begin to set aside enough funds in the stabilization account to be prepared for the full cost of implementing new fields at the High School/Track and Beaver Street in approximately 2027. Estimated costs will be around \$2 million.
  - c. The Stabilization account currently has \$158,566. Additionally, after installation of the fields last year, the fund has \$110,000 left over from the penalties for being late and a sound bid. These monies will transfer over to the stabilization account.
  
5. **Previously Authorized Expenditures - \$156,446.65**
  - a. **Special Ed Van - 56,446.65**

Approved by Town Council Capital Subcommittee in late summer to accommodate the higher than expected Special education needs.
  
  - b. **LED Street Lights - \$100,000**

This last amount of cash will pay off the LED Street Lights conversion program. Approximately \$400,000 is from grants and utility incentives (National Grid). If we pay the remaining amount with cash, we will not have to borrow the money.

Once fully mature, we anticipate in FY21 the Town will save \$150,000 a year in operating funds in electricity costs and less maintenance. We estimate, over a 20-year period, the Town will save \$2.966 million in electricity costs and maintenance costs from conversion!

## Town Department Requests

### 6. Conservation Department - \$23,000

a. Delcarte Herbicide Treatment - \$23,000

This is the final investment needed, based off the great progress that has been made to get rid of invasive weeds at the Delcarte Recreation Area pond.

The Conservation Department has \$37,000 remaining from the original appropriation two years ago. Combined with \$23,000, it will allow enough funds for the next three years worth of treatments to complete the weeds portion of the project. See attached quote and report. We will amend the current contract with the current vendor to get the best price.

Please note, in three years, the Conservation Department will look for a major investment to remediate the invasive fish species.

### 7. Fire Department - \$190,000

a. Video Laryngoscope- \$11,000

The funds are being requested to provide paramedics with a Laryngoscope that provides the ability to confirm their visualization of significant anatomy specifically in patients with obstructed airways.

b. Protective Clothing Replacement - \$69,000

This year begins a multi-year request to replace old, outdated protective gear. Funds requested will allow the department to replace the entire protective ensemble for each firefighter to include coats, pants and boots.

c. Auto Extraction Device - \$11,000

The funds requested will allow the purchase of a "Combi Tool" for Engine #2 used for automobile wreckage.

d. Pulse Oximeter - \$18,000

The funds are being requested to purchase this medical device that allows paramedics to assess Respiratory system and efforts.

e. Thermal Image Cameras - \$33,000

These funds will allow for replacement of 4 old imaging units.

f. Replacement Gym Equipment - \$29,000

The gym equipment has fallen apart in Station #2 and needs replacement.

g. External Chest Compressor - \$19,000

These funds will allow for purchase of a chest compressor for the departments fourth ambulance. The device provides better quality and more consistent external chest compressions and frees on-scene personnel to complete other necessary tasks more quickly.

**Not recommended at this time:**

- Radio Repeater - hold until communications study is complete.

8. **Police Department** - \$315,000

a. Police Cruisers - \$207,000

Will fund the replacement of three cruisers and one motorcycle on the fleet schedule due to cost-benefit of repairs versus new.

b. Portable Radios - \$72,000

Replace twenty (20) portable radios and accessories that have met the six year recommended replacement cycle. This is the first year of a three year project to replace all 60 portable radios utilized by the department. A large portion of the older radios will be transferred to the school department as part of a program to meet MGL C. 71 S. 37R (Two-way Communications between Public Safety and Schools).

c. Equipment & Technology - \$36,000

To replace older protective body armor, Message Board, Trailer and Camera Equipment.

**Not recommended at this time:**

- One additional cruiser replacement
- Communications antennae until communications study is complete

9. **Public Works** - \$540,000

a. Community Improvements - \$50,000

The funds appropriated three years ago for downtown improvements, such as lighting, signs, decorations, banners and other projects has dried up. We are proposing a reauthorization of this account for downtown and community beautification improvements for the next few years.

b. Stormwater Management Study - \$85,000

The DPW is requesting the funds to engage in an outside consultant to work with Town Employees to determine the true cost burden of the full implementation of the EPA Municipal Separate Storm Sewer System on the town.

c. Street Acceptance Program - \$50,000

To continue the legal and design processes to accept private ways and clean up the 100 plus backlog of acceptance of private roads.

d. Street Sweeper - \$205,000

The DPW would like to purchase a new street sweeper to be used for all town work, hauling debris, snow removal, sanding, etc. Well past the usual age with rot, wear and tear.

e. 4x4 Pick-up Truck - \$35,000

The current truck needs to be replaced due to rot, wear and tear and transmission issues. The truck is 12 years old and well past life expectancy.

f. 4x4 Utility Body Truck - \$45,000

The M-1 2003 Ford F-350 is in need of replacing due to the body rot. The truck is used by the mechanics for picking up parts and emergency road repairs. The truck carries welding equipment and other tools to make road repairs. The truck is now 15 years old and past it life expectancy.

g. Mini Excavator - \$70,000

The DPW would like to purchase this equipment to replace a 21 year old backhoe that continues to cost the town money in repairs. A mini excavator is more efficient for road repairs than a backhoe.

**Not recommended at this time:**

- Sidewalk Plow w/ snowblower
- Streets and roads improvements 1,000,000 (on hold until spring).
- Class B Dump Truck with 11ft. Plow \$180,000
- Class B Dump Truck with 11ft. Plow \$180,000
- 4x4 Crew Cab Pick-up \$45,000

**10. Water Enterprise Fund - \$1,800,000**

a. Meter replacement program - \$100,000

- a. To continue the program of replacing water meters.

b. Vehicles & Equipment - \$100,000

- a. Replace Backhoe - \$100,000

c. Water Main Improvements - 1,600,000

To transfer cash from the Enterprise account for water main improvements to keep up with infrastructure investments of the last 20 years. With the Pavement Management Plan complete, staff have developed a short list schedule of improvements for the next five years, including Marvin Ave and Cold Road neighborhoods.

**Not recommended at this time:**

- a. Vehicles - \$62,000  
b. Infrastructure Improvements (roofs) - ongoing

**Note:** This proposal maintains enough revenue at 1,000,000 in the bank to properly plan for future needs and for emergencies.

**11. Sewer Enterprise Fund - \$500,000**

a. Sahlin Circle Pump Station Design - \$50,000

The Sahlin Circle Sewer Pump Station needs to be replaced. We are currently studying alternatives to bring the station above ground and up to date. The engineers have provided a preliminary design and construction administration budget of \$50,000.

b. Vactor Truck - \$450,000

The vactor truck is used for many tasks and usually lasts 20-30 years. The primary function of the vactor truck is to jet sewer lines for regular maintenance line cleaning and clearing of blockages. The truck is also used to vacuum out sewer station wet wells which is essential to maintain our 23 sewer pump stations. The truck also assists with excavation around utilities, which keeps crews out of potentially dangerous trenches. Our existing truck has had and continues to have many issues that are both inconveniences, and most importantly, safety issues.

**Not recommended at this time:**

- c. Sahlin Circle Pump Station Build (FY20) - \$250,000

- d. Other vehicles and equipment - \$105,000
- e. Collection System Repairs and Infrastructure (roofs) - ongoing

**Note:** This proposal maintains enough revenue at just under 1,000,000 in the bank to properly plan for future needs and for emergencies.

**12. School Department & School Technology - \$318,000**

a. 8 Passenger Special Ed Van - \$48,000

Seeking to add an additional van to our fleet due to the increase in students attending our in-district specialized programs. We are required to transport these students by law if the program is located in a school that is not within their district. Furthermore, the District is obligated to provide specialized transportation for any student who requires specialized transportation due to their disability as referenced in the IEP.

b. Double Stack Combination Oven - \$20,000

A combination oven will allow Foodservice to prepare different and programatically better choices of food for students, with the goal of continuing to increase meal participation. Located at the High School.

c. School Technology - \$250,000

For strategic technology investments, such as student Chromebook replacements, staff computer replacements, clear touch displays, Aesop software and other minor technology investments as needed.

**Not recommended at this time:**

- More School Technology - \$32,800

**13. Facilities Department (School Projects) - \$620,000**

a. Keller Sullivan Roof - \$250,000

Replacement of Keller-Sullivan gas fired rooftop units. Current rooftop units are 17 years old and life expectancy is only 15 years.

b. Parmenter Canopy - \$30,000

Addition of new footing, posts and concrete at the Cafeteria entrance canopy.

c. Security & Surveillance Investments - \$240,000

To slowly increase the building security and surveillance in the elementary and middle school buildings to the standards set forth at the High School and to keep up with rapidly changing technology.

d. Horace Mann Drainage Courtyard Fix - \$100,000

Repiping of courtyard drainage systems to prevent future flooding. The school has had two sizeable floods resulting in hundreds of thousands of dollars in damage to the school floors and theater.

**14. Facilities Department (Town Projects) - \$90,000**

a. Municipal Generator - \$90,000

This is required as part of our Risk Analysis. The generator will be in a trailer to be used in emergencies at the Police Dept and Municipal Building. This is the most affordable option.

**Not recommended at this time:**

- Police Station Renovation & Expansion Study - \$150,000 (see future projects below)
- Municipal Building windows - \$750,000 -  
We plan to go out to bid on the project in the Spring and see what the exact price is. Doing the entire building at once will yield a better price than piecemeal. We will look at the free cash scenario in the Spring and likely request a short term borrowing for the windows based on the exact bids we receive.

**15. Recreation Department - \$200,000**

a. Fletcher Field Courts - \$200,000

Much like King Street, the Fletcher Field basketball courts are in serious deterioration.

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**Other projects over next five to ten years (in no particular order):**

- Public Safety communications infrastructure implementation - Study being completed now, cost To be determined later this year.
- Police Station study and renovation - \$20-\$25 million (renovation & expansion to current station; this does not include any new land if a new site is desired. If so, add another \$2-\$4 million)
- Prepare for future Open Space purchases and Recreation land investments - millions.
- Sidewalks on Beaver Street and Washington Street – cost TBD
- Pavement & Infrastructure Management -
  - Recent plan on roads and parking lost showed a \$40 million backlog for roads and municipal and school parking lots.
- Landfill cap and Recycling Center expansion- \$3 million approximately; state Environmental Bond Bill has \$1 million reserved authorization.
- Water treatment facility Wells 3 & 6 – approximately \$12-\$13 million (2019-2020; design occurring right now).
- Beaver Street Interceptor Design and replacement - \$25 to \$30 million; Design will likely be \$2-\$3 million on its own.
- Town and School Playground Improvements - \$1.5 million approximately over next 5-10 years.
- Stormwater Utility to comply with federal EPA mandates in stormwater
  - the study this year will help us determine this in 2020 and beyond.
- Building stabilization fund investments - \$5 - \$10 million over a decade.
  - School roofs will likely require a borrowing at some point for the next ten years to replace or stabilize roofs for several schools.
  - Municipal Building Windows - \$750,000+



TOWN OF FRANKLIN  
10 YEAR HISTORY  
CERTIFIED FREE CASH  
2009 TO 2018

	Free Cash
7/1/2009	\$2,385,242
7/1/2010	\$2,133,006
7/1/2011	\$2,935,840
7/1/2012	\$3,580,481
7/1/2013	\$2,001,830
7/1/2014	\$3,073,946
7/1/2015	\$2,359,365
7/1/2016	\$3,643,540
7/1/2017	\$2,821,988
7/1/2018	\$3,726,972

Average                      \$2,866,221



**TOWN OF FRANKLIN**

**RESOLUTION NO.:**                   **19-02**

**APPROPRIATION:**               **Capital FY19**

**TOTAL REQUESTED:**       **\$ 4,596,000**

**PURPOSE:** To appropriate funds for the 2019 Capital Improvement Plan:

Conservation	Delcarte Herbicide Treatment	Infrastructure	\$23,000	\$23,000
Facilities-Town	Municipal Center Generator	Equipment	90,000	90,000
Facilities-School	Keller Sullivan Roof	Infrastructure	250,000	
	Parmenter Canopy	Infrastructure	30,000	
	Security & Surveillance	Infrastructure	240,000	
	Horace Mann Drainage	Infrastructure	100,000	620,000
Fire	Video Laryngoscope	Equipment	11,000	
	Replacement Protective Clothing	Equipment	69,000	
	Automobile Extraction Device	Equipment	11,000	
	Pulse Oximeter	Equipment	18,000	
	Thermal Imaging Camera	Equipment	33,000	
	Replacement Gym Equipment	Equipment	29,000	
	External Chest Compressor	Equipment	19,000	190,000
Police	3 Police Cruisers & 1 Motorcycle	Vehicles	207,000	
	Portable Radios	Equipment	72,000	
	Various Equipment & Technology	Equipment	36,000	315,000
Public Works	Community Improvements	Infrastructure	50,000	
	Stormwater Management Study	Infrastructure	85,000	
	Street Acceptance Program	Infrastructure	50,000	
	Street Sweeper	Equipment	205,000	
	4X4 Pickup Truck	Vehicles	35,000	
	4X4 Utility Body Truck	Vehicles	45,000	
	Mini Excavator	Equipment	70,000	540,000
Recreation	Fletcher Field Courts	Infrastructure	200,000	200,000
Schools	8 Passenger Special Education Van	Vehicles	48,000	
	Double Stack Combination Oven	Equipment	20,000	
	School Technology	Technology	250,000	318,000
Water Enterprise	Meter Replacement Program	Equipment	100,000	
	Replacement Backhoe	Equipment	100,000	
	Water Main Improvements	Infrastructure	1,600,000	1,800,000

Sewer Enterprise	Sahlin Circle Pump Station Design	Equipment	50,000	
	Vactor Truck	Vehicles	450,000	500,000

**FINANCE COMMITTEE ACTION**

**Meeting Date: 1/15/19    Vote: 7-0**

**Recommended Amount: \$4,596,000**

**MOTION**

Be It Moved and Voted by the Town Council that the sum of Four Million Five Hundred Ninety-Six Thousand (\$ 4,596,000) be appropriated and transferred from the following sources:

Free Cash	\$ 2,296,000
Water Enterprise Fund Retained Earnings	1,800,000
Sewer Enterprise Fund Retained Earnings	500,000

to be expended at the discretion of the Town Administrator, including any residual funds remaining in line items, for the FY 2019 Capital Improvement Plan as outlined above.

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**

**RESOLUTION NO.:** 19-03

**APPROPRIATION:** Turf Field Stabilization Fund FY19

**TOTAL REQUESTED:** \$ 140,880.55

**PURPOSE:** To transfer funds from Free Cash to the Turf Field Stabilization Fund in the amount of \$30,000 and to transfer the remaining funds of \$ 110,880.55 from Resolution 17-27, Replacement of Turf Field voted on 5/10/17 (total authorized \$ 1,373,000) and that the total of \$ 140,880.55 be transferred to the Turf Field Stabilization Account.

<u>TRANSFER TO:</u>	<u>REASON:</u>	<u>SOURCE:</u>	<u>Amount</u>
Turf Field Stabilization	Year 2 of 10 Year Replacement Plan	Free Cash	\$ 30,000.00
Turf Field Stabilization	Year 2 of 10 Year Replacement Plan	Turf Field Capital Project	\$110,880.55
Total			\$140,880.55

**FINANCE COMMITTEE ACTION**

**Meeting Date:** 1/15/19 **Vote:** 7-0

**Recommended Amount:** \$140,880.55

**MOTION**

Be It Moved and Voted by the Town Council that the sum of Thirty-Thousand Dollars (\$30,000) be transferred from Free Cash and that the sum of One Hundred-Ten Thousand Eight Hundred Eighty Dollars and Fifty-Five Cents (\$110,880.55) be transferred from the Replacement of Turf Field Capital Account for a total of One Hundred-Forty Thousand Eight Hundred Eighty Dollars and Fifty-Five Cents (\$ 140,880.55) be transferred to the Turf Field Stabilization Account.

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**

**RESOLUTION NO.:** 19-04

**APPROPRIATION:** Fire Truck Stabilization Fund FY19

**TOTAL REQUESTED:** \$ 100,000

**PURPOSE:** To transfer funds from Free Cash to the Fire Truck Stabilization Fund.

<u>TRANSFER TO:</u>	<u>REASON:</u>	<u>SOURCE:</u>	<u>Amount</u>
Fire Truck Stabilization	Year 2 of 7 Year Replacement Plan	Free Cash	\$ 100,000.00

**FINANCE COMMITTEE ACTION**

**Meeting Date:** 1/15/19 **Vote:** 7-0

**Recommended Amount:** \$100,000

**MOTION**

Be It Moved and Voted by the Town Council that the sum of One Hundred Thousand Dollars (\$ 100,000) be transferred from Free Cash to the Fire Truck Stabilization Account.

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

**RESOLUTION NO.:** 19-05

**APPROPRIATION:** Water Main Appropriation & Borrowing Authorization FY 19

**TOTAL REQUESTED:** \$ 7,500,000

**PURPOSE:** To appropriate \$ 7,500,000 to pay costs of designing and constructing water mains and other water infrastructure improvements, including the payment of all other costs incidental and related thereto, including but not limited to engineering, pavement reconstruction, sidewalk construction, drainage installation and ancillary grading and landscaping; and that to meet this appropriation, the Treasurer-Collector with the approval of the Town Administrator is authorized to borrow said amount under and pursuant to G.L. c. 44, §7 and §8 or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor.

### FINANCE COMMITTEE ACTION

**Meeting Date:** 1/15/19 **Vote:** 7-0

**Recommended Amount:** \$7,500,000

**MOTION:** Be It Moved and Voted by the Town Council to appropriate the sum of Seven Million Five Hundred Thousand Dollars (\$7,500,000) to pay costs of designing and constructing water mains and other water infrastructure improvements, including the payment of all other costs incidental and related thereto, including but not limited to engineering, pavement reconstruction, sidewalk construction, drainage installation and ancillary grading and landscaping; and that to meet this appropriation, the Treasurer-Collector with the approval of the Town Administrator is authorized to borrow said amount under and pursuant to G.L. c. 44, §7 and §8 or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor.

Any premium received upon the sale of any bonds or notes approved by this order, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this order in accordance with G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

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

DATED: \_\_\_\_\_, 2019

VOTED:

UNANIMOUS \_\_\_\_\_

YES \_\_\_\_\_ NO \_\_\_\_\_

ABSTAIN \_\_\_\_\_

ABSENT \_\_\_\_\_

A True Record Attest:

Teresa M. Burr  
Town Clerk

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Glenn Jones, Clerk  
Franklin Town Council



# TOWN OF FRANKLIN

## DEPARTMENT OF PUBLIC WORKS

257 Fisher Street  
Franklin, MA 02038

December 21, 2018

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


Re: Recommendation for Continued Water Main Replacement and Roadway Improvement Plan

Dear Jeff,

My DPW team and I have met and would like to present the attached plan for the next water main replacement program (Phase IV). The water mains that we would like to replace (see attached) have been identified as the highest priority, being primarily cast iron and asbestos concrete. The replacement of the pipes will improve not only the structure of the pipe, reduce maintenance and water breaks, but also improve water quality. The roadway surfaces in the area will also be improved.

As you are aware, we are installing the last water mains this upcoming construction season from Phase III. As you also know, it has been a very successful program that we would like to continue. In order to design and bid in the most cost effective way, approval for this continued program is respectfully requested at this time, so that we can commence with the work in 2020.

Thank you,

  
Robert A. Cantoreggi  
Director

CC: Jamie Hellen, Assistant Town Administrator  
Deacon Perrotta, Director of Operations  
Carlos Rebelo, Highway and Grounds Superintendent  
Laurie Ruzsala, Water and Sewer Superintendent  
Mike Maglio, Town Engineer  
File



Watermain Replacement Plan 2020-2025

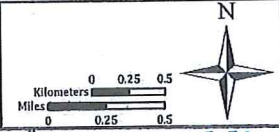
\*Incl 10% Police

Preliminary Costs

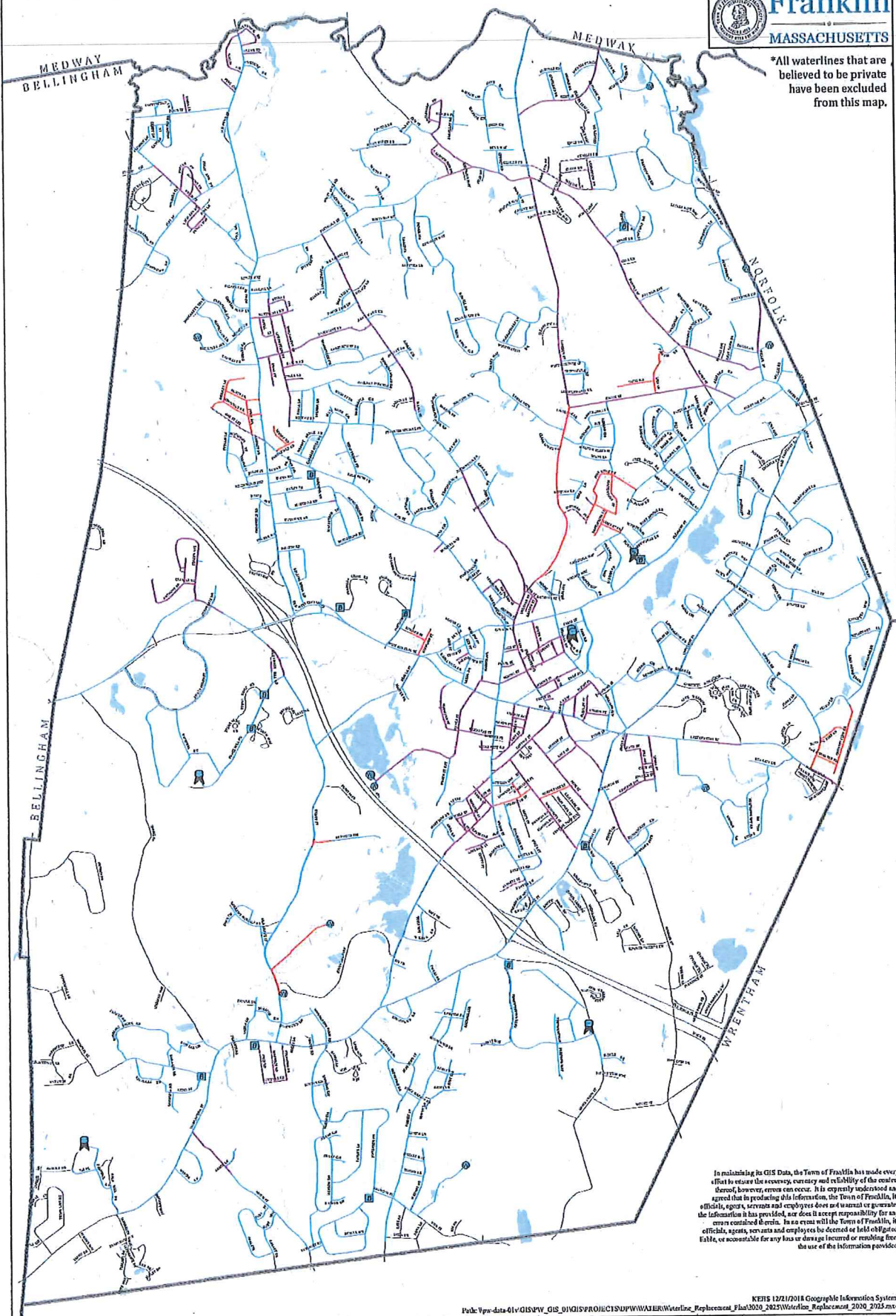
Year	Neighborhood	Street	From	To	Existing Main Material	Main Length	New Main Size	Street Length	Watermain	Water \$	Ch 90 \$	Total Water \$	Combined Total	
														Watermain
1	In Town Lincoln	Lincoln Street	Brook St	Squire St	AC	6000	12	6000	\$ 990,000	\$ 900,000	\$ 600,000	\$ 1,890,000	\$ 2,490,000	
										\$1,500,000				
2	Mackintosh St	Pine Ridge Dr	Sherman Ave	Longhill Rd	AC	2700	8	2700	\$ 371,250					
	Mackintosh St	Mackintosh St	Pine Ridge Dr	Pine Ridge Dr	AC	2000	8	2000	\$ 275,000					
	Mackintosh St	Dartmouth Rd	Mackintosh St	Dead End	AC	850	8	850	\$ 116,875					
	Mackintosh St	Sargent Ln	Dartmouth Rd	Fintlock Rd	AC	700	8	700	\$ 96,250	\$ 859,375	\$ 1,200,000	\$ 800,000	\$ 2,059,375	
										\$2,000,000				
3	Arlington St	Arlington Street	Union St	Wachusett St	CI	1200	8	1200	\$ 165,000					
	Arlington St	Howard Street	Arlington St	Hutchinson St	CI	500	8	500	\$ 68,750					
	Arlington St	Howard Place	Howard St	Dead End	1-1/4" GalvI	250	8	250	\$ 34,375	\$ 412,500	\$ 540,000	\$ 360,000	\$ 952,500	
	Arlington St	North Park Dr	Wachusett St	Peck St		1050	8	1050	\$ 144,375	\$ 900,000			\$ 1,312,500	
4	Country Club Dr	Country Club Dr	Pearly Ln	Cal-de-sac	AC	2150	8	2150	\$ 295,625					
	Country Club Dr	Tam-O-Shanter Rd	Jordan Rd	Country Club Dr	AC	950	8	950	\$ 130,625					
	Country Club Dr	Burning Tree Rd	Jordan Rd	Country Club Dr	AC	700	8	700	\$ 96,250					
	Country Club Dr	Jordan Road	East Central St	Burning Tree Rd	AC	1000	8	1000	\$ 137,500	\$ 600,000	\$ 400,000	\$ 1,260,000	\$ 1,660,000	
										\$1,000,000				
5	Janie Ave	Janie Ave	Oak St Ext	Eldon Dr	AC	1000	8	1000	\$ 137,500					
	Janie Ave	Eldon Dr	Pond St	Richard Ln	AC	1100	8	1100	\$ 151,250	\$ 584,375	\$ 720,000	\$ 480,000	\$ 1,304,375	
	Janie Ave	Schofield Dr	Pond St	Oak St Ext	AC	1650	8	1650	\$ 226,875	\$1,200,000			\$ 1,784,375	
	Janie Ave	Richard Ln	Schofield Dr	Dead End	AC	500	8	1100	\$ 68,750					
										\$ 3,506,250	\$ 3,960,000	\$ 2,640,000	\$ 7,466,250	\$ 10,106,250
										\$7,466,250				
										Water \$		Ch 90 \$	Total	

# WATERLINE REPLACEMENT 2020-2025

- Waterline\*
- Waterline Replaced Since 2004
- Waterline Replacement (Completed by 2019)
- Proposed Waterline Replacement Program (2020-2025)
- Booster Station
- Storage Tank
- Well
- Street
- Water
- Municipal Boundary



\*All waterlines that are believed to be private have been excluded from this map.



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



**TOWN OF FRANKLIN**

**RESOLUTION NO.: 19-06**

**APPROPRIATION: OPEB Trust Fund FY19**

**TOTAL REQUESTED: \$ 370,000**

**PURPOSE:** Continued funding of the OPEB Trust with 10% of Free Cash.

<u>TRANSFER TO:</u>	<u>REASON:</u>	<u>SOURCE:</u>	<u>Amount</u>
OPEB Trust	Continued Funding 10% of Free Cash	Free Cash	\$ 370,000.00

**FINANCE COMMITTEE ACTION**

**Meeting Date: 1/15/19 Vote: 7-0**

**Recommended Amount: \$370,000**

**MOTION**

Be It Moved and Voted by the Town Council that the sum of Three Hundred Seventy-Thousand Dollars (\$ 370,000) be transferred from Free Cash to the OPEB Trust Fund.

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 COUNCIL**

**RESOLUTION NO.: 19-07**

**APPROPRIATION: SPED Van FY19**

**AMOUNT REQUESTED: \$ 56,446.65**

**WHEREAS** the Capital Subcommittee and the Finance Committee previously authorized the purchase of a SPED Van from an alternative capital project account until funds were available; and **WHEREAS** Free Cash is now certified and identified as the funding source, it is now requested that the Town Council vote the sum of \$56,446.65 be transferred from Free Cash to account number 01950416 589028 58422 Parking Lot Improvements R16-23.

**FINANCE COMMITTEE ACTION**

**Meeting Date: 1/15/19      Vote: 7-0**

**Recommended Amount: \$56,446.65**

**MOTION**

Be It Moved and Voted by the Town Council that the sum of Fifty-six Thousand Four Hundred Forty-Six Dollars and Sixty-Five Cents (\$56,446.65) be transferred from Free Cash to account number 01950416 589028 58422 Parking Lot Improvements R16-23.

DATED: \_\_\_\_\_, 2019

VOTED:

UNANIMOUS \_\_\_\_\_

YES \_\_\_\_\_ NO \_\_\_\_\_

ABSTAIN \_\_\_\_\_

ABSENT \_\_\_\_\_

A True Record Attest:

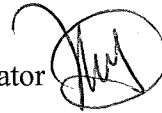
Teresa M. Burr  
Town Clerk

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

**Franklin Public Schools  
355 Central Street  
Franklin, MA 02038  
Phone (508) 553-4825**

To: Sara E. Ahern, Ed. D., Superintendent of Schools  
Jeff Nutting, Town Administrator

From: Miriam A. Goodman, School Business Administrator



Date: August 27, 2018

Re: Need for Additional Van

---

Attached you will find a quote for \$55,452 for the purchase of an additional wheelchair van to transport some of our neediest students from home to their neighborhood school as required by law.

Currently the district has a single wheelchair van that can accommodate only two wheelchairs per route. Our student population requiring wheelchair transport is in excess of this at this time, and as such, we have contracted with VanPool to transport the students we are unable to accommodate. This is at a cost of \$225 per diem and will typically run for an extended school year of 200 days for an annual cost of \$45,000. Making an investment in a new van and hiring a driver would be an additional cost up front, but, over time, with additional students moving through grade levels, this van, and the cost of a driver will certainly be less than \$225 per diem. Over the next five years, we anticipate we will be transporting at minimum four students at the secondary level and one student at the elementary level in wheelchairs.

At this time, we are limited to transporting only two students at a time at the secondary level and two at the elementary level. The additional van would increase our capacity to transport up to five students in wheelchairs at a given time.

Additionally, over the summer we enrolled at least six new students in our in-district specialized programs that will require transportation, and these additional seats would be helpful as our programs enrollments increase. This additional van is able to transport up to nine students on a non-wheelchair route.

Thank you for your consideration to fund this request.

Should you have any questions, please feel free to contact me. Thank you.



**TOWN OF FRANKLIN**

**TOWN COUNCIL**

**RESOLUTION NO.: 19-08**

**APPROPRIATION: Street Lighting LED Project FY19**

**AMOUNT REQUESTED: \$ 100,000**

**PURPOSE:** To transfer the sum of \$ 100,000 from Free Cash to the Street Lighting LED Capital Project to pay costs of making energy efficiency improvements to the Town’s street lighting system, including design and engineering services, the conversion of standard devices to LED devices, fixture upgrades and the payment of all other costs incidental and related thereto.

**FINANCE COMMITTEE ACTION**

**Meeting Date: 1/15/19      Vote: 7-0**

**Recommended Amount: \$100,000**

**MOTION**

Be It Moved and Voted by the Town Council that the sum of One Hundred Thousand Dollars (\$100,000) be transferred from Free Cash to the Street Lighting LED Capital Project to pay costs of making energy efficiency improvements to the Town’s street lighting system, including design and engineering services, the conversion of standard devices to LED devices, fixture upgrades and the payment of all other costs incidental and related thereto.

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**

**RESOLUTION 19-12**

**Acceptance of Gift – Franklin Veterans Services**

**WHEREAS,** The Franklin Veterans Services Department will receive a generous donation of \$1,500 from the Fletcher Hospital Corporation to be used for the continuing services provided to the Franklin Community and its Veterans.

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

The Town Council of the Town of Franklin on behalf of Franklin Veteran Services Department gratefully accepts this generous donation to be used for the continuing services provided to the Franklin Community and its Veterans and thanks the Fletcher Hospital Corporation for their continued support and generosity.

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:** \_\_\_\_

**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

January 14, 2019

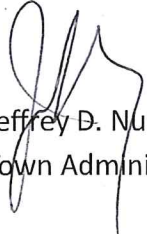
Fletcher Hospital Corporation  
Attn: Peter Brunelli, President  
% P.O. Box k  
Franklin, MA 02038

*Peter*  
Dear Mr. Brunelli,

On behalf of the Town of Franklin, I would like to thank you for your recent donation to the Veterans Services.

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,

  
Jeffrey D. Nutting  
Town Administrator

cc: Dale Kurtz, Veterans Agent





**TOWN OF FRANKLIN**

**RESOLUTION 19-13**

**Acceptance of Gift – Franklin Veterans Services**

**WHEREAS,** The Franklin Veterans Services Department will receive a generous donation of \$2,500 from the Veterans of Foreign Wars (VFW) to be used for the Franklin Veterans Memorial Walkway.

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

The Town Council of the Town of Franklin on behalf of Franklin Veteran Services Department gratefully accepts this generous donation to be used for the Franklin Veterans Memorial Walkway and thanks the VFW for their continued support and generosity.

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:** \_\_\_\_

**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

January 14, 2019

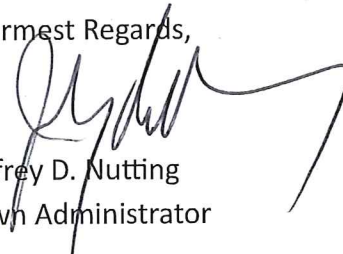
Veterans of Foreign Wars Post 3402  
Attn: Lawrence Bederian  
1034 Pond Street  
Franklin, MA 02038

Dear Mr. Bederian,

On behalf of the Town of Franklin, I would like to thank you for your recent donation to the Veterans Services.

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,

  
Jeffrey D. Nutting  
Town Administrator

cc: Dale Kurtz, Veterans Agent



Sponsor: Administration

## TOWN OF FRANKLIN

### RESOLUTION 19-14

#### ORDER OF ACCEPTANCE OF BRIELLE WAY AS PUBLIC WAY

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

**WHEREAS**, Brielle Way is a laid-out and constructed road in a residential subdivision shown on a definitive subdivision plan approved by the Town of Franklin Planning Board and recorded at Norfolk County Registry of Deeds in Plan Book 586 at Pages 16 and 31,

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

#### **NOW THEREFORE, BE IT ORDERED THAT:**

1. The Town Council of the Town of Franklin determines that it is in the public interest to accept Brielle Way shown on the above-referenced definitive subdivision plan and also shown on the street acceptance plan entitled "Brielle Way Street Acceptance Plan for Land Located in the Town of Franklin, Massachusetts", dated: April 5, 2016 and prepared by Dunn-McKenzie, Inc. Land Surveying and Civil Engineering, 206 Dedham Street Rt. 1A at Rt. 115, Norfolk, Massachusetts 02056, to be recorded herewith, as a public way.
2. In accordance with said determination, the Franklin Town Council hereby accepts the following road shown on said street acceptance plan as a public way with the fee ownership thereof to vest in Town:

Brielle Way, for its entire length

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

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

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

**DATED:** \_\_\_\_\_, 2019

**VOTED:**

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

**A True Record Attest:**

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

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

**Teresa M. Burr**  
**Town Clerk**

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

---

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

PARCEL ID	Location	TOWN OF FRANKLIN	BRIELLE WAY & MICHAEL RD EXT street acceptance	Mailing Address	City	State	Zip
334-007-001-000	16 MICHAEL RD	OWNER	CO-OWNER	16 MICHAEL RD	FRANKLIN	MA	02038
334-007-002-000	6 BRIELLE WAY	GEORGE ALLISON B	GEORGE LANCE M	6 BRIELLE WAY	FRANKLIN	MA	02038
334-007-003-000	24 MICHAEL RD	BAKER DEAN C	BAKER JEANNE L	24 MICHAEL RD	FRANKLIN	MA	02038
334-007-004-000	25 MICHAEL RD	PANELLA DAVID A TR	PANELLA MICHAEL REALTY TRUST	25 MICHAEL RD	FRANKLIN	MA	02038
334-007-005-000	21 MICHAEL RD	DILLON WILLIAM R JR	DILLON TOBEY	21 MICHAEL RD	FRANKLIN	MA	02038
334-007-006-000	MICHAEL RD	COPPE JUSTIN K	COPPE DEBORAH	21 MICHAEL RD	FRANKLIN	MA	02038
334-007-007-000	15 MICHAEL RD	CLEMENT STEVEN P TR	K & J REALTY TRUST	PO BOX 367	WRENTHAM	MA	02093
334-007-008-000	MICHAEL RD	BROWN KENNETH M	BROWN KARAL	15 MICHAEL RD	FRANKLIN	MA	02038
335-005-002-000	2 BRIELLE WAY	CLEMENT STEVEN P TR	K & J REALTY TRUST	PO BOX 789	WRENTHAM	MA	02093
335-005-003-000	5 BRIELLE WAY	CRANDALL BRIAN J	CRANDALL ERIN K	2 BRIELLE WAY	FRANKLIN	MA	02038
335-005-004-000	1 BRIELLE WAY	DRAPER WILLIAM F	DRAPER ANGELA C	5 BRIELLE WAY	FRANKLIN	MA	02038
		SHERLOCK COURTNEY P	MILLER JONATHAN	1 BRIELLE WAY	FRANKLIN	MA	02038

*Erin M. Doyle, 12-17-2018*

January 4, 2019

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

Attention: LEGAL NOTICES DEPT.

PLEASE ADVERTISE -- Once in the Legal Ads Section on Tuesday, January 15, 2019.

**NOTICE OF PUBLIC HEARING  
FRANKLIN, MA**

Pursuant to Chapter 163 of the Legislative Acts of 2011, the Franklin Town Council will hold a public hearing on Wednesday evening, January 30, 2019 at 7:10 p.m. in the Council Chambers located on the second floor of the Franklin Municipal Building, 355 East Central Street, Franklin, MA to determine whether it is in the public interest to accept the following named roads as public ways:

Brielle Way  
Michael Road (Extension)  
White Dove Road  
Mockingbird Drive  
Blue Jay Street  
Paddock Lane  
Palomino Drive  
Derby Lane  
Canter Lane  
Padula Drive

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

Submitted by,  
Chrissy Whelton

-----  
Send 1 tear sheet

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



Sponsor: Administration

## TOWN OF FRANKLIN

### RESOLUTION 19-15

#### ORDER OF LAYOUT, ACCEPTANCE, AND TAKING OF MICHAEL ROAD (EXTENSION) AND RELATED EASEMENT

**WHEREAS**, by virtue of Massachusetts General Laws Chapter 82, Section 21 and 24, the Town of Franklin, acting by and through its Town Council, is authorized to lay out, accept and take by eminent domain under Massachusetts General Laws Chapter 79, or acquire by purchase or otherwise, any lands, rights of way or easements necessary for the construction, and maintenance of roadways for public use, and

**WHEREAS**, the Town Council has held a public hearing after having given prior written notice thereof to the owner of record of each property abutting the road and notice by newspaper publication, and

**WHEREAS**, the laying out, acceptance, and taking by eminent domain of the fee in Michael Road (Extension) and a related drainage easement, all as hereinafter described, for roadway purposes is recommended by the Planning Board, the Town Administrator and the Director of the Franklin Department of Public Works, and

**WHEREAS**, Steven P. Clement, Trustee of the K & J Realty Trust, u/d/t dated October 29, 1995 recorded at Norfolk County Registry of Deeds in Book 11093 at Page 663, the owner of the fee in said roadway, has conveyed said roadway to the Town by deed dated January 5, 2018, to be recorded at Norfolk County Registry District and/or Registry of Deeds herewith, and Kenneth M. Brown and Kara L. Brown of 15 Michael Road, Franklin, MA, the owners of said property, which is also shown as Lot 3 on the plans referred-to hereinafter have conveyed a thirty-foot wide drainage easement running across the rear of Lot #3 to Town by Grant of Easement to be recorded herewith, and

**WHEREAS**, the purpose of this order is to comply with statutory requirements and/or to confirm title in the Town and no land damages are therefore anticipated, and

**WHEREAS**, said layouts, acceptances and takings are in the best public safety interests of the Town of Franklin.

#### **NOW, THEREFORE, BE IT ORDERED THAT:**

1. The Town Council of the Town of Franklin, by virtue of and in exercise of and the execution of power and authority conferred by said statutes, hereby adjudges that

public safety, necessity and convenience require the layout, acceptance, and taking by eminent domain, of the land hereinafter described, for the purposes hereinafter stated.

2. The Town of Franklin, acting by and through the Town Council by virtue of and in the exercise of the power and authority conferred by said statutes and in accordance with the provisions of Massachusetts General Laws Chapter 79 and Chapter 82, Sections 21 and 24, and all and every other power and authority it does possess, DOES HEREBY LAYOUT AND ACCEPT AS A TOWN WAY AND TAKE BY EMINENT DOMAIN for roadway purposes: The following land shown on definitive subdivision, approved under the subdivision control law by Franklin Planning Board on December 6, 2004, and recorded in the Norfolk County Registry of Deeds in Plan Book 586 Pages 16 and 31." (the "Subdivision Plan"), and also shown on the street acceptance plans entitled "Michael Road Street Acceptance Plan for Land Located in the Town of Franklin, Massachusetts" prepared by Dunn-McKenzie, Inc., 206 Dedham Street, Rt. 1A at Rt. 115, Norfolk, MA, dated June 10, 2016 to be recorded herewith.

Fee Interest in Roadway

Michael Road, for its entire length

Related Interests in Land

Also, the following interests in land shown on the above-described plan:

Thirty-foot wide drainage easement running across the rear of Lot #3

3. The Town Treasurer and Town Comptroller are directed and the Town Administrator is directed and authorized to do all things and to execute all documents necessary for the prompt payment of the amount of damages awarded in this Order of Taking, so that the same shall be payable within sixty (60) days after right to damages becomes vested in the person from whom the property was taken. The Town Administrator is further directed to direct the Town Attorney for and on behalf of the Town Council to give notice of this taking and pertinent information to every person entitled thereto in accordance with the provisions of Massachusetts General Laws Chapter 79, Sections 7B, 7C, 7F, 7G, 8A and 8B.
4. This Order of Layout, Acceptance, and Taking confirms Town's Acceptance of above-referenced Steven P. Clement, Trustee's deed dated January 5, 2018 and Kenneth M. Brown's and Kara L. Brown's Grant of Easement dated January 3, 2018 and makes clear the Town of Franklin's title to the above-described parcels of land which said instruments conveyed to the Town of Franklin.



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** \_\_\_\_\_

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

**Teresa M. Burr**  
**Town Clerk**

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

---

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

PARCEL ID	Location	TOWN OF FRANKLIN	BRIELLE WAY & MICHAEL RD EXT street acceptance	Mailing Address	City	State	Zip
334-007-001-000	16 MICHAEL RD	OWNER	CO-OWNER	16 MICHAEL RD	FRANKLIN	MA	02038
334-007-002-000	6 BRIELLE WAY	GEORGE ALLISON B	GEORGE LANCE M	6 BRIELLE WAY	FRANKLIN	MA	02038
334-007-003-000	24 MICHAEL RD	BAKER DEAN C	BAKER JEANNE L	24 MICHAEL RD	FRANKLIN	MA	02038
334-007-004-000	25 MICHAEL RD	PANELLA DAVID A TR	PANELLA MICHAEL REALTY TRUST	25 MICHAEL RD	FRANKLIN	MA	02038
334-007-005-000	21 MICHAEL RD	DILLON WILLIAM R JR	DILLON TOBEY	21 MICHAEL RD	FRANKLIN	MA	02038
334-007-006-000	MICHAEL RD	COPPE JUSTIN K	COPPE DEBORAH	21 MICHAEL RD	FRANKLIN	MA	02038
334-007-007-000	15 MICHAEL RD	CLEMENT STEVEN P TR	K & J REALTY TRUST	PO BOX 367	WRENTHAM	MA	02093
334-007-008-000	MICHAEL RD	BROWN KENNETH M	BROWN KARAL	15 MICHAEL RD	FRANKLIN	MA	02038
335-005-002-000	2 BRIELLE WAY	CLEMENT STEVEN P TR	K & J REALTY TRUST	PO BOX 789	WRENTHAM	MA	02093
335-005-003-000	5 BRIELLE WAY	CRANDALL BRIAN J	CRANDALL ERIN K	2 BRIELLE WAY	FRANKLIN	MA	02038
335-005-004-000	1 BRIELLE WAY	DRAPER WILLIAM F	DRAPER ANGELA C	5 BRIELLE WAY	FRANKLIN	MA	02038
		SHERLOCK COURTNEY P	MILLER JONATHAN	1 BRIELLE WAY	FRANKLIN	MA	02038

*Erin M. Doyle, 12-17-2018*

January 4, 2019

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

Attention: LEGAL NOTICES DEPT.

PLEASE ADVERTISE -- Once in the Legal Ads Section on Tuesday, January 15, 2019.

**NOTICE OF PUBLIC HEARING  
FRANKLIN, MA**

Pursuant to Chapter 163 of the Legislative Acts of 2011, the Franklin Town Council will hold a public hearing on Wednesday evening, January 30, 2019 at 7:10 p.m. in the Council Chambers located on the second floor of the Franklin Municipal Building, 355 East Central Street, Franklin, MA to determine whether it is in the public interest to accept the following named roads as public ways:

Brielle Way  
Michael Road (Extension)  
White Dove Road  
Mockingbird Drive  
Blue Jay Street  
Paddock Lane  
Palomino Drive  
Derby Lane  
Canter Lane  
Padula Drive

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

Submitted by,  
Chrissy Whelton

-----  
Send 1 tear sheet

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



Sponsor: Administration

## TOWN OF FRANKLIN

### RESOLUTION 19-16

#### ORDER OF ACCEPTANCE OF WHITE DOVE ROAD, MOCKINGBIRD DRIVE AND BLUE JAY STREET AS PUBLIC WAYS

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

**WHEREAS**, White Dove Road, Mockingbird Drive and Blue Jay Street are laid-out and constructed roads in a residential subdivision shown on a definitive subdivision plan approved by the Town of Franklin Planning Board and recorded at Norfolk County Registry of Deeds in Plan Book 430 as Plan No. 300 of 1995,

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

#### **NOW THEREFORE, BE IT ORDERED THAT:**

1. The Town Council of the Town of Franklin determines that it is in the public interest to accept White Dove Road, Mockingbird Drive, and Blue Jay Street all shown on the above-referenced definitive subdivision plan and also shown on the street acceptance plan entitled "Partridge Run Estates Franklin Massachusetts Roadway Acceptance Plan White Dove Road, Mockingbird Drive, and Blue Jay Street", dated: December 5, 2018 and prepared by GCG Associates, Inc., Wilmington, Massachusetts, to be recorded herewith, as public ways.
2. In accordance with said determination, the Franklin Town Council hereby accepts the following roads shown on said street acceptance plan as public ways with the fee ownership thereof to vest in Town:

White Dove Street, for its entire length  
Mockingbird Drive, for its entire length  
Blue Jay Street, for its entire length

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

Drain easement shown on Sheet 1 off Blue Jay Street, running between Lots 8 and 9 and also located on rear portions of Lots 7, 8, and 9,

Thirty-foot wide utility easement shown on Sheet 2, running between Mockingbird Drive and Blue Jay Street between Lots 16 and 17, and also between Lots 11 and 12, and also located on Lot 12.

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

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

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

**DATED:** \_\_\_\_\_, 2019

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

**A True Record Attest:**

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

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

**Teresa M. Burr**  
**Town Clerk**

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

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

PARCEL ID	Location	Owner	TOWN OF FRANKLIN	CoOwner	Mailing Address	City	State	Zip
2221-013-000-000	PARTRIDGE ST	FRANKLIN TOWN OF			355 EAST CENTRAL STREET	FRANKLIN	MA	02038
2221-016-000-000	318 PARTRIDGE ST	BERNHEART RICHARD G & GAIL D TRS		BERNHEART FAMILY REV TRUST	318 PARTRIDGE ST	FRANKLIN	MA	02038
2221-017-000-000	4 MOCKINGBIRD DR	KOZIL NATHAN S		KOZIL GINDY T	4 MOCKINGBIRD DRIVE	FRANKLIN	MA	02038
2221-018-000-000	8 MOCKINGBIRD DR	CARBONI WAYNE E		MCNALLY KATHRYN	8 MOCKINGBIRD DR	FRANKLIN	MA	02038
2221-019-000-000	12 MOCKINGBIRD DR	COHEN JOSEPH J		COHEN ROBIN D	12 MOCKINGBIRD DR	FRANKLIN	MA	02038
2221-020-000-000	11 WHITE DOVE RD	LEBLANC BENJAMIN E		SPTACHER-LEBLANC MARGARET A	11 WHITE DOVE RD	FRANKLIN	MA	02038
2221-020-001-000	WHITE DOVE RD	MARINELLA CONSTRUCTION INC			PO BOX 411	FRANKLIN	MA	02038
2221-021-000-000	7 WHITE DOVE RD	WARREN CHRISTOPHER J		WARREN KAREN L	7 WHITE DOVE RD	FRANKLIN	MA	02038
2221-022-000-000	22 BLUE JAY ST	SALVAGGIO VINCENT P		SALVAGGIO DIANE M	22 BLUE JAY ST	FRANKLIN	MA	02038
2221-023-000-000	BLUE JAY ST	FRANKLIN TOWN OF			355 EAST CENTRAL STREET	FRANKLIN	MA	02038
2221-024-000-000	BLUE JAY ST	MARINELLA CONSTRUCTION INC			PO BOX 411	FRANKLIN	MA	02038
2221-025-000-000	25 BLUE JAY ST	MILLER STEPHEN C & CHERYL A TRS		STEPHEN & CHERYL MILLER LIV TR	25 BLUE JAY ST	FRANKLIN	MA	02038
2221-026-000-000	21 BLUE JAY ST	DUSTIN CYNTHIA E			21 BLUE JAY ST	FRANKLIN	MA	02038
2221-027-000-000	17 BLUE JAY ST	GULLO ROGER A			17 BLUE JAY ST	FRANKLIN	MA	02038
2221-028-000-000	13 BLUE JAY ST	O'NEIL KEVIN R		GULLO JANICE A	9 BLUE JAY ST	FRANKLIN	MA	02038
2221-029-000-000	9 BLUE JAY ST	SEETHARAMAN AJAY		O'NEIL ELIZABETH M	5 BLUE JAY ST	FRANKLIN	MA	02038
2221-030-000-000	5 BLUE JAY ST	DOLBY BRIAN E		AJAY JYOTIPRIYA	13 BLUE JAY ST	FRANKLIN	MA	02038
2221-031-000-000	6 BLUE JAY ST	LANDRY TIMOTHY D		DOLBY LEIGH ANN	9 BLUE JAY ST	FRANKLIN	MA	02038
2221-032-000-000	10 BLUE JAY ST	CASHIN SUSAN S		LANDRY CHRISTINE M	5 BLUE JAY ST	FRANKLIN	MA	02038
2221-033-000-000	18 BLUE JAY ST	PATTEN ROBERT W			10 BLUE JAY ST	FRANKLIN	MA	02038
2221-034-000-000	11 MOCKINGBIRD DR	TRAUTMAN CLIFFORD G		PATTEN IVY S	18 BLUE JAY ST	FRANKLIN	MA	02038
2221-035-000-000	5 MOCKINGBIRD DR	BERGERON ADAM P			P O BOX 344	FRANKLIN	MA	02038
2221-036-000-000	306 PARTRIDGE ST	BYRNE JOSEPH D		BERGERON NICOLE P	5 MOCKINGBIRD DR	FRANKLIN	MA	02038
2221-039-000-000	268 PARTRIDGE ST	PASQUAROSA NICHOLAS P		BYRNE SUSAN M	306 PARTRIDGE ST	FRANKLIN	MA	02038
2221-040-000-000	264 PARTRIDGE ST	WHITE MARTIN J		PASQUAROSA JENNIFER M	268 PARTRIDGE ST	FRANKLIN	MA	02038
				WHITE BETTY J	264 PARTRIDGE ST	FRANKLIN	MA	02038

*Heini M. Doyle, 12-17-2018*

January 4, 2019

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

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**NOTICE OF PUBLIC HEARING  
FRANKLIN, MA**

Pursuant to Chapter 163 of the Legislative Acts of 2011, the Franklin Town Council will hold a public hearing on Wednesday evening, January 30, 2019 at 7:10 p.m. in the Council Chambers located on the second floor of the Franklin Municipal Building, 355 East Central Street, Franklin, MA to determine whether it is in the public interest to accept the following named roads as public ways:

Brielle Way  
Michael Road (Extension)  
White Dove Road  
Mockingbird Drive  
Blue Jay Street  
Paddock Lane  
Palomino Drive  
Derby Lane  
Canter Lane  
Padula Drive

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

Submitted by,  
Chrissy Whelton

-----  
Send 1 tear sheet

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



Sponsor: Administration

## TOWN OF FRANKLIN

### RESOLUTION 19-17

#### ORDER OF ACCEPTANCE OF PADDOCK LANE, PALOMINO DRIVE, DERBY LANE, AND CANTER LANE AS PUBLIC WAYS

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

**WHEREAS**, Paddock Lane, Palomino Drive, Derby Lane, and Canter Lane are laid-out and constructed roads in residential subdivision shown on a definitive subdivision plan approved as a comprehensive permit by the Town of Franklin Zoning Board of Appeals and recorded at Norfolk County Registry of Deeds in Plan Book 432 at Page 526,

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

#### **NOW THEREFORE, BE IT ORDERED THAT:**

1. The Town Council of the Town of Franklin determines that it is in the public interest to accept Paddock Lane, Palomino Drive, Derby Lane, and Canter Lane shown on the above-referenced definitive subdivision plan and also shown on the street acceptance plan entitled "Dover Farms Street Acceptance Plan Franklin Massachusetts Paddock Lane, Palomino Drive, Derby Lane & Canter Lane", dated: December 5, 2018 and prepared by Guerriere & Halnon, Inc., 55 West Central Street, Franklin, MA 02038, to be recorded herewith, as public ways.
2. In accordance with said determination, the Franklin Town Council hereby accepts the following roads shown on said street acceptance plan as public ways with the fee ownership thereof to vest in Town:

Paddock Lane, for its entire length  
Palomino Drive, for its entire length



Derby Lane, for its entire length  
Canter Lane, for its entire length

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

Two stonewall easements shown on Sheet 2 located on either side of Paddock Lane at its intersection with Beech Street

Three drain easements shown on Sheet 2: located on either side of Paddock Lane and on Lot 25

Thirty-foot wide sewer easement shown on Sheet 4 located on Lot 24A

Twenty-foot wide drain easement shown on Sheet 4 running between Lots 67 and 69 and Lots 68 and 70

Twenty-foot wide drain easement shown on Sheet 4, between lots 18 and 19 and also located on Lots 17, 18, 19 and 20

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

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

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

**DATED:** \_\_\_\_\_, 2019

**VOTED:**

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

**A True Record Attest:**

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

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

**Teresa M. Burr**  
**Town Clerk**

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

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

TOWN OF FRANKLIN			CANTER, DERBY, PADDOCK & PALOMINO street acceptance				
PARCEL ID	Location	Owner	CoOwner	Mailing Address	City	State	Zip
211-015-000-000	171 BEECH ST	SABELLA SYAM K	SABELLA SANDHYA R	171 BEECH ST	FRANKLIN	MA	02038
211-016-000-000	PADDOCK LN	FRANKLIN TOWN OF		355 EAST CENTRAL STREET	FRANKLIN	MA	02038
211-017-000-000	58 PALOMINO DR	HOWARD EDDA V		58 PALOMINO DR	FRANKLIN	MA	02038
211-018-000-000	62 PALOMINO DR	THAKUR ARDHENDU		62 PALOMINO DR	FRANKLIN	MA	02038
211-019-000-000	PALOMINO DR	FRANKLIN TOWN OF		355 EAST CENTRAL STREET	FRANKLIN	MA	02038
211-020-000-000	68 PALOMINO DR	YADLAPALLI VENKATESWARA RAO		68 PALOMINO DR	FRANKLIN	MA	02038
211-021-000-000	72 PALOMINO DR	MALCHODI ANNE L		72 PALOMINO DR	FRANKLIN	MA	02038
211-022-000-000	74 PALOMINO DR	BALAKRISHNAN NARASIMHAN		8900 INDEPENDENCE PKWY APT 21203	PLANO	TX	75025-5285
211-023-000-000	76 PALOMINO DR	GARG AKASH		60 CROSSING DR #101	CUMBERLAND	RI	02864
211-024-000-000	82 PALOMINO DR	CARNEIRO JOHN M		82 PALOMINO DR	FRANKLIN	MA	02038
211-025-000-000	84 PALOMINO DR	GARREPALI VENKATESWERRAO		84 PALOMINO DR	FRANKLIN	MA	02038
211-026-000-000	86 PALOMINO DR	DETERMAN JOHN B III		86 PALOMINO DR	FRANKLIN	MA	02038
211-027-000-000	88 PALOMINO DR	LIU YUANLING		88 PALOMINO DR	FRANKLIN	MA	02038
211-028-000-000	90 PALOMINO DR	CREWS MARGARET M		90 PALOMINO DR	FRANKLIN	MA	02038
211-029-000-000	92 PALOMINO DR	THOMAS CHRISTOPHER J		92 PALOMINO DR	FRANKLIN	MA	02038
211-030-000-000	94 PALOMINO DR	KOLIPARA SRINIVAS		5 PALOMINO DR	FRANKLIN	MA	02038
211-031-000-000	185 PLAIN ST	BYRON MICHAEL		227 NORTH BEACON ST	WATERTOWN	MA	02472
211-032-000-000	10 PALOMINO DR	NEAS JOHN H		10 PALOMINO DR	FRANKLIN	MA	02038
211-033-000-000	14 PALOMINO DR	RAMINENI SATYANARAYANA		14 PALOMINO DR	FRANKLIN	MA	02038
211-034-000-000	16 PALOMINO DR	SALAIRES CYNTHIA M		16 PALOMINO DR	FRANKLIN	MA	02038
211-035-000-000	18 PALOMINO DR	DAS KRISHNA VELAPPAN		18 PALOMINO DR	FRANKLIN	MA	02038
211-036-000-000	20 PALOMINO DR	RANGTHALE SUBRAMANI M		20 PALOMINO DR	FRANKLIN	MA	02038
211-037-000-000	22 PALOMINO DR	SHERWIN MICHELE		22 PALOMINO DR	FRANKLIN	MA	02038
211-038-000-000	24 PALOMINO DR	PERICHERLA DEEPAK K		24 PALOMINO DR	FRANKLIN	MA	02038
211-039-000-000	26 PALOMINO DR	DENNIS RICHARD A		26 PALOMINO DR	FRANKLIN	MA	02038
211-040-000-000	28 PALOMINO DR	ABRAHAM SURESH		28 PALOMINO DR	FRANKLIN	MA	02038
211-041-000-000	30 PALOMINO DR	ANDERSON PAUL C		30 PALOMINO DR	FRANKLIN	MA	02038
211-042-000-000	32 PALOMINO DR	PANDEY ABHISHEK		32 PALOMINO DR	FRANKLIN	MA	02038
211-043-000-000	34 PALOMINO DR	LAKSHMIDOSS GANESH VANKAR		183 GLEN MEADOWS RD	FRANKLIN	MA	02038
211-044-000-000	36 PALOMINO DR	MAGEE JONI M		36 PALOMINO DR	FRANKLIN	MA	02038
211-045-000-000	35 PALOMINO DR	SULLIVAN SANDRA L		35 PALOMINO DR	FRANKLIN	MA	02038
211-046-000-000	31 PALOMINO DR	DADIREDDY RAVI SANKARA REDDY		31 PALOMINO DR	FRANKLIN	MA	02038
211-047-000-000	27 PALOMINO DR	DESHPANDE ASHISH A		27 PALOMINO DR	FRANKLIN	MA	02038
211-048-000-000	25 PALOMINO DR	PRAKKI BHARGAVA K		25 PALOMINO DR	FRANKLIN	MA	02038
211-049-000-000	23 PALOMINO DR	RODRIGUES MARY M		23 PALOMINO DR	FRANKLIN	MA	02038
211-050-000-000	21 PALOMINO DR	CHIRRAVURI VENKATA		21 PALOMINO DR	FRANKLIN	MA	02038
211-051-000-000	19 PALOMINO DR	SPELICH ADAM M		19 PALOMINO DR	FRANKLIN	MA	02038
211-052-000-000	17 PALOMINO DR	RABINOVICH ALEKSANDR I		17 PALOMINO DR	FRANKLIN	MA	02038
211-053-000-000	15 PALOMINO DR	MARGUARDT DEBORAH L		15 PALOMINO DR	FRANKLIN	MA	02038
211-054-000-000	13 PALOMINO DR	SHAH RINKESH		13 PALOMINO DR	FRANKLIN	MA	02038
211-055-000-000	17 CANTER LN	AVADHUTA NIRANJAN		17 CANTER LN	FRANKLIN	MA	02038
211-056-000-000	15 CANTER LN	SHAIK KHADAR BASHA		15 CANTER LN	FRANKLIN	MA	02038
211-057-000-000	13 CANTER LN	GIARDINI ROBERT J		13 CANTER LN	FRANKLIN	MA	02038
211-058-000-000	11 CANTER LN	BATCHU SRINIVASULU		11 CANTER LN	FRANKLIN	MA	02038
211-059-000-000	9 CANTER LN	TADAPANENI RAMA KRISHNA		9 CANTER LN	FRANKLIN	MA	02038
211-060-000-000	7 CANTER LN	BOLANAGA SUDHA		7 CANTER LN	FRANKLIN	MA	02038
211-061-000-000	5 CANTER LN	VALIVETI SRIHARI		5 CANTER LN	FRANKLIN	MA	02038
211-062-000-000	3 CANTER LN	CHAGANTI SRINIVAS		3 CANTER LN	FRANKLIN	MA	02038
211-063-000-000	41 PALOMINO DR	SHAH SAMARTH		41 PALOMINO DR	FRANKLIN	MA	02038-4512
211-064-000-000	38 PALOMINO DR	GILAR MARTIN		38 PALOMINO DR	FRANKLIN	MA	02038
211-065-000-000	40 PALOMINO DR	BOKIL MANGESH M		40 PALOMINO DR	FRANKLIN	MA	02038
211-066-000-000	42 PALOMINO DR	JAMMULA GEETA		42 PALOMINO DR	FRANKLIN	MA	02038
211-067-000-000	PALOMINO DR	FRANKLIN TOWN OF		355 EAST CENTRAL STREET	FRANKLIN	MA	02038
211-068-000-000	49 PALOMINO DR	KANE JOSEPH T		225 HILLTOP DR	WALPOLE	MA	02081
211-069-000-000	6 CANTER LN	YUAN JIBING		6 CANTER LN	FRANKLIN	MA	02038
211-070-000-000	8 CANTER LN	RIBERO DOROTHY A TR		8 CANTER LN	FRANKLIN	MA	02038
211-071-000-000	10 CANTER LN	WOZNIAK DONNA M		10 CANTER LN	FRANKLIN	MA	02038
211-072-000-000	12 CANTER LN	ANUMALA BHASKER		12 CANTER LN	FRANKLIN	MA	02038
211-073-000-000	14 CANTER LN	SKINNER MICHELLE J		14 CANTER LN	FRANKLIN	MA	02038
211-074-000-000	16 CANTER LN	BHATT JIGNESH C		16 CANTER LN	FRANKLIN	MA	02038
211-075-000-000	11 DERBY LN	PATCHALA SRINIVASA RAO		11 DERBY LANE	FRANKLIN	MA	02038
211-076-000-000	9 DERBY LN	DACEY FREDERICK J JR		9 DERBY LN	FRANKLIN	MA	02038
211-077-000-000	7 DERBY LN	LEAZOTT BENJAMIN PAUL		7 DERBY LN	FRANKLIN	MA	02038
211-078-000-000	5 DERBY LN	GUDEVADA SRAVANTHI		5 DERBY LN	FRANKLIN	MA	02038
211-079-000-000	3 DERBY LN	FRANKLIN HOUSING AUTHORITY		CENTRAL PARK TERRACE	FRANKLIN	MA	02038
211-080-000-000	1 DERBY LN	RAYAVARAPU SREEHARI BABU		1 DERBY LN	FRANKLIN	MA	02038
211-081-000-000	52 PALOMINO DR	TIRUVEEDI VENKAT R		52 PALOMINO DR	FRANKLIN	MA	02038
211-082-000-000	51 PALOMINO DR	MANNING RITA T		51 PALOMINA DR	FRANKLIN	MA	02038
211-083-000-000	6 DERBY LN	BISWAS ANIRBAN		6 DERBY LN	FRANKLIN	MA	02038
211-084-000-000	8 DERBY LN	BERTONI EILEEN F		8 DERBY LN	FRANKLIN	MA	02038

211-109-000-000	10	DERBY LN	KUDUPUDI SRIDHAR	GUTTULA SUNITA	10 DERBY LN	FRANKLIN	MA	02038
211-110-000-000	12	DERBY LN	COWELL DOUGLAS W	COWELL MICHELLE R	12 DERBY LN	FRANKLIN	MA	02038
211-111-000-000	71	PALOMINO DR	KANTHETHI SRINIVASARAO	NALLURI UMADevi	71 PALOMINO DR	FRANKLIN	MA	02038
211-112-000-000	67	PALOMINO DR	ROBERTS THOMAS S	ROBERTS KARENA	67 PALOMINO DR	FRANKLIN	MA	02038
211-113-000-000	63	PALOMINO DR	LOVELY ANITA M		63 PALOMINO DR	FRANKLIN	MA	02038
211-114-000-000	61	PALOMINO DR	GILL GAGANPREET S	KAUR GURWINDER	61 PALOMINO DR	FRANKLIN	MA	02038
211-115-000-000	57	PALOMINO DR	BAROT JAYMINKUMAR	BAROT DIVYA	57 PALOMINO DR	FRANKLIN	MA	02038
211-116-000-000	54	PALOMINO DR	KANE CHRISTOPHER R	KANE GRASIELE R	54 PALOMINO DR	FRANKLIN	MA	02038
211-117-000-000		PALOMINO DR	FRANKLIN PARTNERS JV		9 ROYAL CREST DR	NO ANDOVER	MA	01845
211-118-000-000	1	PADDOCK LN	YOUNIS NABIH	YOUNIS LUCIA	1 PADDOCK LN	FRANKLIN	MA	02038

*Renee M. Boyle, 12-17-2018*

January 4, 2019

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

Attention: LEGAL NOTICES DEPT.

PLEASE ADVERTISE -- Once in the Legal Ads Section on Tuesday, January 15, 2019.

**NOTICE OF PUBLIC HEARING  
FRANKLIN, MA**

Pursuant to Chapter 163 of the Legislative Acts of 2011, the Franklin Town Council will hold a public hearing on Wednesday evening, January 30, 2019 at 7:10 p.m. in the Council Chambers located on the second floor of the Franklin Municipal Building, 355 East Central Street, Franklin, MA to determine whether it is in the public interest to accept the following named roads as public ways:

Brielle Way  
Michael Road (Extension)  
White Dove Road  
Mockingbird Drive  
Blue Jay Street  
Paddock Lane  
Palomino Drive  
Derby Lane  
Canter Lane  
Padula Drive

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

Submitted by,  
Chrissy Whelton

-----  
Send 1 tear sheet

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



**TOWN OF FRANKLIN  
RESOLUTION 19-18  
ACCEPTANCE OF PRIVATE ROAD COVENANT  
WITH OWNER OF SOLE LOT ACCESSED BY  
PADULA DRIVE**

**WHEREAS**, Paula J. Bissanti (hereinafter “Property Owner”) is presently the sole owner of an improved parcel of land known and numbered as 25 Sheila Lane, title reference deed dated July 30, 1998 recorded at Norfolk County Registry of Deeds in Book 12703 at Page 588, said parcel also being shown as Lot #11 on a plan of land recorded at said Registry in Plan Book 672 at Page 80, and

**WHEREAS**, said parcel is the only parcel located on Padula Drive shown on said plan and Padula Drive provides the only access to and from said parcel and Sheila Lane, an accepted public way, and

**WHEREAS**, the layout for Padula Drive is shown on said plan but Padula Drive, as presently constructed, consists of a paved access driveway only, and

**WHEREAS**, Property Owner is need of legal frontage on a public way, and Town’s acceptance of Padula Drive will provide Property Owner with said frontage, and

**WHEREAS**, in consideration thereof, Property Owner, for herself and her successors is willing to have the sole and exclusive continuing obligation for maintenance, repair and snow removal and maintenance and repair of any related drainage structure and has executed a covenant incorporating said obligation, a true copy of which is attached as “Exhibit 1”,

**NOW, THEREFORE, BE IT ORDERED** that the Town of Franklin, acting by and through its Town Council, hereby authorizes the Town Administrator to execute the covenant, a copy of which is attached hereto as Exhibit 1, on behalf of the Town of Franklin.

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** \_\_\_\_\_

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

**Teresa M. Burr**  
**Town Clerk**

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

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

**COVENANT WITH THE TOWN OF FRANKLIN  
(FOR CONTINUED PRIVATE MAINTENANCE OF PADULA DRIVE)**

I, **Paula J. Bissanti**, of Franklin, Norfolk County, Massachusetts, am the owner of land described in **Exhibit A** attached hereto in said Franklin, Norfolk County and Commonwealth, shown as Lot 11 on plan entitled, "Street Acceptance Plan for Land Located in the Town of Franklin, Massachusetts", herein the "Plan" dated January 10, 2017, revised through April 18, 2018, prepared by Dunn & McKenzie, Inc., Land Surveying and Civil Engineering, 206 Dedham Street, Norfolk, Massachusetts recorded with the Norfolk County Registry of Deeds in Plan Book 672, Page 080.

Lot 11 is shown on said plan as 25 Sheila Lane and contains a proposed private way shown as Padula Drive. The plan was approved with conditions by the Planning Board of the Town of Franklin by Certificate of Vote dated February 10, 1997, and which was stamped by the Town Clerk of the Town of Franklin on March 20, 1998, to indicate that no appeal had been filed, as noted on the plan recorded at Norfolk County Registry of Deeds in Plan Book 455, Page 274.

Padula Drive was constructed and has been maintained to date as a private way; however, the owner of Lot 11 is in need of Town's acceptance of it as a public way to provide the originally-intended legal frontage to Lot 11, as evidenced by the above-referenced previously-recorded documents.

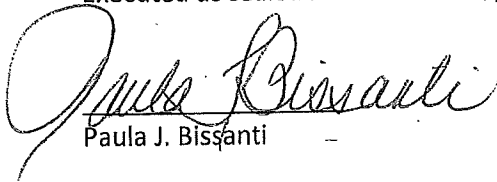
In consideration of the foregoing, **Paula J. Bissanti** for herself and her heirs, successors, transferees and assigns, covenants and agrees with the Town of Franklin, by and through its Town Administrator, whose signature is affixed hereto, together with a resolution of the Town Council of said Town of Franklin, as follows:

- 1.) If Town accepts Padula Drive as a public way, the owner of Lot 11 shall continue to have the exclusive and continuing obligation for maintenance, repair and snow removal of said way and the maintenance and repair of the drainage structure, if any.
- 2.) No petition shall ever be made to the Town of Franklin seeking to change or to transfer the obligation for maintenance, repair and/or snow removal from the owner of lot 11 to the Town of Franklin.
- 3.) Padula Drive and drainage structure, if any, shall be constructed in accordance with the standard set forth in Section 300, Subdivision of Land Rules and Regulations of the Town of Franklin, except those waived by the Planning Board. Maintenance and repair of Padula Drive, water supply systems, sewer pipes, electric distribution system and storm water system shall be the responsibility of the owner of Lot 11 and shall never be the responsibility of the Town of Franklin and the Town of Franklin shall never be required to perform any service, repair or maintenance with respect to said way, areas or any of the aforementioned systems within Padula Drive. The Town of Franklin will never be required to provide snow plowing with respect to Padula Drive.

4.) The Town of Franklin, it agents and servants shall have the right but not the obligation at all times to enter Padula Drive and the drainage structures, if any, for the purpose of inspecting, maintaining and/or making emergency repairs including, but not limited to, drainage. Except in the event of an emergency, the Town shall provide the owner of Lot 11 with at least forty-eight (48) hours written notice as well as a reasonable opportunity to repair any such damage. In such event, the owner of Lot 11 shall be liable, jointly and severally, for the payment of all expenses incurred by the Town of Franklin in connection therewith, and unpaid expenses shall constitute a lien on their property.

This Covenant shall be binding upon the record owner of Lot 11 and her heirs, successors, transferees and assigns and shall run with the land.

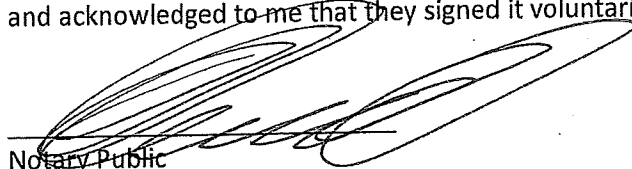
Executed as sealed instrument this 14 day of January, 2019.

  
Paula J. Bissanti

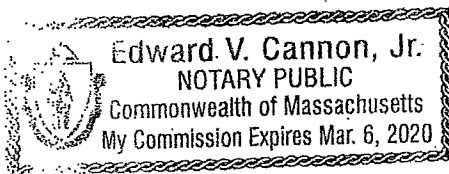
COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 14<sup>th</sup> day of January 2019, before me, the undersigned notary public, personally appeared Paula J. Bissanti, proved to me through satisfactory evidence of identification, which were driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

  
Notary Public

My Commission Expires



Town of Franklin

By:

\_\_\_\_\_  
Jeffrey D. Nutting, Town Administrator  
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this \_\_\_\_ day of January 2019, before me, the undersigned notary public, personally appeared Jeffrey D. Nutting, Town Administrator, as aforesaid, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires



**Exhibit "A"**

**Legal Description**

**25 Sheila Lane, Franklin, MA**

The land with the buildings thereon shown as Lot 11 on a plan entitled, "3D Estates Subdivision Plan of Land in Franklin, Massachusetts", Dunn-McKenzie, Inc. Land Surveying and Civil Engineering, dated November 18, 1996, which plan is recorded with the Norfolk County Registry of Deeds as Plan No. 274 of 1998 in Plan Book 455, to which plan reference is hereby made for a more particular description of said Lot 11.

Said Lot 11 contains 61,000 square feet of land, more or less, according to said plan.

For grantor's title see the deed recorded with said Registry in Book 26212, Page 563.



Sponsor: Administration

## TOWN OF FRANKLIN

### RESOLUTION 19-19

#### ORDER OF ACCEPTANCE OF PADULA DRIVE AS A PUBLIC WAY

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

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

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

#### **NOW THEREFORE, BE IT ORDERED THAT:**

1. The Town Council of the Town of Franklin determines that it is in the public interest to accept Padula Drive shown on the above-referenced definitive subdivision plan and also shown on the street acceptance plan entitled "Street Acceptance Plan for Land Located in the Town of Franklin, Massachusetts" (sheet 2 of 3) dated: January 10, 2017 and prepared by Dunn-McKenzie, Inc. Land Surveying and Civil Engineering, 206 Dedham Street Rt. 1A at Rt. 115, Norfolk, Massachusetts 02056, recorded at Norfolk County Registry of Deeds in Plan Book 672, Page 80, as a public way.
2. In accordance with said determination, the Franklin Town Council hereby accepts the following road shown on said street acceptance plan as a public way with the fee ownership thereof to vest in Town:

Padula Drive, as shown on above-referenced acceptance plan, for its entire length, subject to the continuing right and obligation of the owner of Lot #11 shown on both the subdivision and

acceptance plans to maintain the existing paved area to provide vehicular access, as provided in the covenant to be recorded herewith

Together with ownership of as all pipes, structures and other improvements located within the roadway, upon recordation of a true copy of this order at Norfolk County Registry of Deeds, as provided in Chapter 163.

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

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

**DATED:** \_\_\_\_\_, 2019

**VOTED:**

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

**A True Record Attest:**

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

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

**Teresa M. Burr  
Town Clerk**

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

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

FRANKLIN

Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
322-068-000-000	23 SHEILA LN	GIBSON DONALD E JR	GIBSON SANDRA A	23 SHEILA LN	FRANKLIN	MA	02038
322-069-000-000	25 SHEILA LN	BISSANTI PAULA J		25 SHEILA LN	FRANKLIN	MA	02038
322-072-000-000	29 SHEILA LN	WILBER ROBERT J	WILBER TERESA H	29 SHEILA LN	FRANKLIN	MA	02038
322-074-000-000	PADULA LN	PADULA ANGELO		3 LINCOLNWOOD DR	FRANKLIN	MA	02038

End of Report

*Sarah M. Boyle, 12-28-18*

January 4, 2019

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

Attention: LEGAL NOTICES DEPT.

PLEASE ADVERTISE -- Once in the Legal Ads Section on Tuesday, January 15, 2019.

**NOTICE OF PUBLIC HEARING  
FRANKLIN, MA**

Pursuant to Chapter 163 of the Legislative Acts of 2011, the Franklin Town Council will hold a public hearing on Wednesday evening, January 30, 2019 at 7:10 p.m. in the Council Chambers located on the second floor of the Franklin Municipal Building, 355 East Central Street, Franklin, MA to determine whether it is in the public interest to accept the following named roads as public ways:

Brielle Way  
Michael Road (Extension)  
White Dove Road  
Mockingbird Drive  
Blue Jay Street  
Paddock Lane  
Palomino Drive  
Derby Lane  
Canter Lane  
Padula Drive

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

Submitted by,  
Chrissy Whelton

-----  
Send 1 tear sheet

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

# **FRANKLIN PLANNING & COMMUNITY DEVELOPMENT**

355 EAST CENTRAL STREET, ROOM 120  
FRANKLIN, MA 02038-1352  
TELEPHONE: 508-520-4907  
FAX: 508-520-4906

## **MEMORANDUM**

**TO: FRANKLIN TOWN COUNCIL**  
**FROM: BRYAN W. TABERNER, AICP, DIRECTOR**  
**RE: ZONING BYLAW AMENDMENT 18-822R**  
**CC: JEFFREY D. NUTTING, TOWN ADMINISTRATOR; JAMIE HELLEN, DEPUTY TOWN ADMINISTRATOR; MARK CEREL, TOWN ATTORNEY; GUS BROWN, BUILDING COMMISSIONER; AMY LOVE, PLANNER**  
**DATE: JANUARY 23, 2019**

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As a result of public comments/input from a variety of sources, at the January 9, 2019 Town Council meeting DPCD recommended two revisions to Zoning Bylaw Amendment 18-822. Town Council approved the minor revisions and DPCD has submitted Zoning Bylaw Amendment 18-822R for the second reading on January 30<sup>th</sup>.

As with the majority of changes that will occur if Town Council approves the three Zoning Bylaw Amendments, the additional proposed changes are for clarification purposes and do not change the intent of the specific regulations outlined in §185-20. Signs.

I will be in attendance at your meeting on January 30<sup>th</sup> should you have questions or require additional clarification.

---

# **FRANKLIN PLANNING & COMMUNITY DEVELOPMENT**

355 EAST CENTRAL STREET, ROOM 120  
FRANKLIN, MA 02038-1352  
TELEPHONE: 508-520-4907  
FAX: 508-520-4906

## **MEMORANDUM**

**TO: JEFFREY D. NUTTING, TOWN ADMINISTRATOR**  
**FROM: BRYAN W. TABERNER, AICP, DIRECTOR**  
**RE: PROPOSED AMENDMENTS TO SIGN BYLAW**  
**CC: JAMIE HELLEN, DEPUTY TOWN ADMINISTRATOR**  
**MARK CEREL, TOWN ATTORNEY; GUS BROWN, BUILDING COMMISSIONER;**  
**AMY LOVE, PLANNER**  
**DATE: NOVEMBER 20, 2018**

---

Several months ago the Department of Planning and Community Development (DPCD) and other Town staff began developing proposed amendments to the Town's Sign Bylaw, Chapter 185-20 of Franklin Town Code. The Sign Bylaw was last updated in 2012 and Town staff believed there were several small amendments needed.

The proposed changes have been discussed during four Economic Development Committee meetings, a Design Review Committee meeting, and numerous times by Town staff. In addition, DPCD researched the sign bylaws of eleven other Massachusetts communities, and received input from several Town residents while developing the draft Zoning Bylaw Amendments.

Needed updates to the Sign Bylaw required the following three Zoning Bylaw Amendments:

- Zoning Bylaw Amendment 18-822: Amendment To §185-20. Signs
- Zoning Bylaw Amendment 18-823: Amendment To Sign District Regulations
- Zoning Bylaw Amendment 18-824: Amendment To Sign District Overlay Map

The three Amendments are attached for review and consideration. Also attached is a summary of the more important changes being proposed.

DPCD believes the proposed changes sufficiently address identified problems with the Town's Sign Bylaw without negatively impacting commercial development or building reuse.

If Town Council supports the proposed Sign Bylaw update, DPCD recommends they refer Zoning By-law Amendments 18-822, 18-823 and 18-824 to the Planning Board for a Public Hearing.

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

---

**TOWN OF FRANKLIN**  
**ZONING BYLAW AMENDMENT 18-822R:**  
**CHANGES TO §185-20. SIGNS**  
**A ZONING BY-LAW TO AMEND THE FRANKLIN TOWN CODE**  
**AT CHAPTER 185, SECTION 20. SIGNS**

**BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:**

Chapter 185 of the Code of the Town of Franklin is hereby amended by the following ~~deletions~~ and additions to §185-20 Signs:

**§ 185-20 Signs.**

**A. Purpose**

The purpose of this Bylaw is to provide for the reasonable regulation and control of billboards, signs, and other advertising devices within the Town of Franklin in order to protect and enhance the appearance of the Town, as well as the health, safety, and welfare of its residents, without unduly restricting the conduct of lawful enterprise.

**B. Applicability**

- (1) All externally visible signs not exempt under State law or under Section F, Exemption of this Bylaw, shall be in compliance with the regulation contained within this Bylaw.
- (2) Only Temporary Signs described by this Bylaw shall be permitted. All others Temporary Signs are not permitted (see Attachment 10, Schedule of Permitted Signs per Sign District).
- (3) This bylaw establishes four separate sign districts with different regulations within each district (See Attachment 10, Schedule of Permitted Signs per Sign District). These districts are delineated on the map entitled Town of Franklin Sign Districts and created under 185-4, Districts enumerated.
  - (a) The Downtown Commercial District (hereafter DCD) consists of parcels within the Downtown Commercial and Rural Business Zoning Districts.
  - (b) The Commercial and Business Corridor District (hereafter CBCD) consists of parcels within the Commercial I, Commercial II, Business, and Limited Industrial Zoning Districts.
  - (c) The Industrial and Office Park District (hereafter IOPD) consists of parcels within the Industrial and Office Zoning Districts.
  - (d) The Residential District (hereafter RD) consists of parcels within all residential zoning districts.



- (4) Any preexisting sign that this bylaw makes nonconforming shall remain legally preexisting nonconforming until it **requires replacement, except replacement as a result of damage or destruction as specified in 185-18.C. is replaced because of a change in use. When changed, the sign must conform to this bylaw.**

### C. Permit Requirements

- (1) General: The Building Commissioner shall determine sign compliance with the requirements of this bylaw including but not limited to size, shape, construction, location, lighting, materials, number, condition and method of mounting or affixing to various surfaces.
- (2) Permits.
- (a) All signs shall receive a permit from the Building Commissioner prior to installing or attaching any signs.
- (b) There shall be a fee assessed for a sign permit as set forth in Chapter 82, Franklin Town Code.
- (c) A sign permit shall become null and void if the work for which the permit was issued has not been completed within a six month period.
- (d) The Building Commissioner may order immediate removal of any sign requiring a permit which has been erected without first obtaining such permit.
- (e) All signs within the CBCD, DCD, IOPD or RD are required by this bylaw to obtain approval from the Design Review Commission prior to the issuance of a sign permit from the Building Commissioner. Procedures for obtaining Design Review Commission approval are defined in §185-31(2), Design review.
- (3) Illumination
- (a) Signs may be externally illuminated provided that there shall be no glare cast onto adjacent residential properties or in a manner to disrupt the movement of pedestrian or vehicular traffic.
- (b) Signs may be internally illuminated in all sign districts other than the DCD and RD, provided that the background is dark in color and the letters are light in color, or there is an opaque shield between the light source and the sign panel that only allows the lettering area to be illuminated. Canopies or Awnings may also be internally illuminated. There shall be no glare or direct light reaching any adjacent residential properties or in a manner to disrupt the movement of pedestrian or vehicular traffic from an internally illuminated sign, canopy or awning.
- (4) Dimensional Requirements
- (a) General
- [1] The size of a sign consisting of individual letters or symbols attached to or painted on any type of surface, is the rectangular area that encloses all of the individual letters or symbols. This also

includes Canopies and Awnings that have letters or logos as part **of** ~~or attached to~~ them. In addition, any area of material or color forming an integral part of the background of the display or which is used to differentiate the display from the backdrop shall be included in the total sign area calculation.

[2] Only one side is counted in computing the area of a double-faced sign; however, not having a double-faced sign shall not allow the applicant to add additional square footage to the maximum square footage area allowed within the specific district that the sign is displayed.

(b) Freestanding Signs

[1] The height of a freestanding sign is the vertical distance from the average finished grade of adjoining ground to the top of the highest attached component of the sign.

[2] All freestanding signs shall be placed, based upon the Building Commissioner's determination in consultation with the Police Chief, at least ten feet from the ~~curb or edge of pavement when no curb is present~~ **road right-of-way**. Within the DCD, if in the Building Commissioner and the Police Chief determination that a freestanding sign can be installed closer to the ~~curb~~ **road right-of-way**, they can, at their option, authorize the sign to be installed no less than a distance of five feet from the ~~curb~~ **road right-of-way**. Criteria to be considered with regard to freestanding sign location include but are not limited to whether the sign blocks the view of oncoming vehicles or pedestrians, the width of the right-of-way and any conditions that may block the view of the sign.

[3] Freestanding signs in the DCD, CBCD, IOPD may have a manually changeable reader board with no more than three lines of text. Reader boards shall be the color of the sign or white, with black, red, blue or white block letters and numbers. Reader boards shall be included in calculating the freestanding sign maximum square footage area.

[4] Freestanding signs shall be supported with two uprights. No freestanding signs shall be wider than the distance between the uprights.

[5] Freestanding signs are **encouraged required** to be landscaped with selected flora, no more than two feet above the average finished grade of adjoining ground. This requirement may be waived if the landscaping is determined to be a safety hazard based upon the Building Commissioner determination in consultation with the Police Chief. The criteria to be considered with regard to freestanding sign landscaping shall include but are not limited to whether the landscaping blocks the view of oncoming vehicles or pedestrians.

[6] **Properties having multiple establishments shall only be permitted one freestanding sign unless otherwise specified in Attachment 10 Schedule of Permitted Signs per Sign District.**

(c) Other

[1] Properties within the IOPD **and CBCD** that are directly abutting or facing a residentially zoned district, shall have all signs reduced in size by 50%.

[2] No sign shall overhang a public way without prior written approval from the Town Administrator and proof of insurance as determined by the Town Administrator.

**D. Temporary signs**

(1) The following are requirements for temporary signs within the Town of Franklin unless otherwise regulated by this bylaw (See Attachment 10, Schedule of Permitted Signs per Sign District).

- (a) Any new **business establishment** is permitted to display a temporary sign, **upon Building Commissioner review and approval, for up to 30 days** provided they have filed a complete application **for the permanent sign(s)** to the Design Review Commission. **Temporary signs can be displayed for up to 30 days after the Design Review Commission approval of the permanent sign(s).**
- (b) Temporary signs shall be attached to the structure where the business is located.
- (c) Temporary signs shall be no more than six sq.ft. in area, **unless otherwise specified in Attachment 10 Schedule of Permitted Signs per Sign District.**
- (d) No temporary sign shall be internally or externally illuminated.
- (e) No temporary signs shall be allowed within the Town right-of-way or on Town property unless prescribed by this Bylaw.
- (f) All temporary signs shall be constructed with suitable materials to withstand the weather for the time period during which they are displayed. Any temporary sign that shows wear or tear shall be ordered removed by the Building Commissioner.
- (g) No temporary sign shall be allowed that obstructs visibility, interferes with public access, or is otherwise determined to be a safety hazard by the Building Commissioner in consultation with the Police Chief.

(2) The following is a list of temporary signs with special permitting requirements and/or time frames for their display within the Town of Franklin.

- (a) Real estate for sale or lease signs shall be no larger than five square feet in size for residential properties and twenty square feet for all other properties. These signs cannot be displayed until the building or property is available for sale or lease and shall be removed within a week of the sale or lease. These signs do not have to be attached to a building.

(b) **Non-profit event signs.** Signs pertaining to non-profit events shall be permitted to be displayed at locations designated by the Town. All Signs must comply with Town display requirements and shall be permitted through the Building Commissioners Department. These will be allocated based upon the following criteria:

- (1) **Town Municipal** business
- (2) School business
- (3) **Town Municipal** or school related non-profit Business.
- (4) All other non-profit business

~~(3) **Political signs shall not be subject to a time limit. Political signs shall otherwise comply with the requirements for temporary signs contained in section D.(1)(e) through (g).**~~

#### **E. Prohibited Signs**

- (1) Any signs having a part that moves or flashes, or signs of the traveling light or animated type, and all beacons and flashing devices, whether a part of, attached to or separate from a sign, are prohibited.
- (2) No liquid crystal display or light emitting diode signs are permitted within the Town of Franklin other than gas station signs displaying one price and no more than sixteen square feet in size.
- (3) Roof signs, billboard signs, inflatable signs or banners are prohibited.
- (4) No flags shall be allowed with the exception of those permitted in Subsection F(3).

#### **F. Exemptions**

- (1) Any sign permitted by the Building Commissioner as necessary for public safety or the public health.
- (2) Directional signs and directory signs bearing only property numbers, names of occupants or premises or other identification of premises, not exceeding one square feet in area and having no commercial connotations.
- (3) Flags and insignia of the United States government or the Commonwealth of Massachusetts, and historical date plaques or markers approved by the Historical Commission.
- (4) Legal notices, identification, informational or directional signs erected or required by government bodies.
- (5) **Political Signs are exempt, except they are subject to the dimensional requirements in Attachment 10 of this Zoning Bylaw, Schedule of Permitted Signs per Sign District.**

#### **G. Sign Maintenance**

All signs shall be structurally sound and free from all hazards caused or resulting from decay or the failure of structural members, fixtures, lighting or appurtenances. All signs shall be maintained in readable and clean condition and the site of the sign shall be maintained free of weeds, debris and rubbish.

Owner's of signs that are determined to be a safety hazard by the Building Commissioner in consultation with the Police Chief shall be directed to correct the condition by the Building Commissioner. Failure to comply with the Building Commissioner's request will constitute an enforcement action.

## H. Sign approvals.

- (1) Design Review Commission Sign Approvals
  - (a) All new signs and sign modifications must be reviewed and approved by the Design Review Commission prior to issuance of a Building Permit.
- (2) Application Submittal Requirements. Applicants must submit the following information concurrently, to be considered a complete application for review of Signs; incomplete applications may result in refusal of application.
  - (a) One, original, Form Q, Design Review Application with Questions A-F completed.
  - (b) Nine, color copies of the proposed sign rendering.
  - (c) Nine copies of the plan showing sign as required in §185-31.2C(1)(c)[5].
  - (d) Picture(s) of existing sign(s) if applicable.
- (3) Drawing Requirements.
  - (a) Color rendering of the proposed sign which includes but is not limited to the following detailed information:
    - [1] Type of sign (i.e. wall, pylon, etc.)
    - [2] Size/dimensions
    - [3] Style of lettering
    - [4] Colors being used (specific name of color)
    - [5] Materials
    - [6] Lighting (illuminated, nonilluminated)
    - [7] Style of lighting being used (internally illuminated, externally illuminated) and provide details of lighting fixtures.
  - (b) A plan showing the proposed location of existing signs or proposed signs and any proposed landscaping, if applicable to sign area.
- (4) Review Criteria.
  - (a) Signs shall be reviewed by the Design Review Commission according to the criteria set forth in the *Design Review Commission Design Review Guidelines, Part IV Sign Guidelines, ~~and~~ Attachment 10, of this Zoning Bylaw*, **Schedule of Permitted Signs per Sign District.**

## I. Enforcement

- (1) The Enforcement Agent for this bylaw shall be the Building Commissioner or his designee ~~and the Franklin Police Department.~~

- (2) The Building Commissioner may order the cessation, repair, alteration, correction or removal of any sign that is not in compliance with the provisions of this bylaw.
- (3) Any sign may be inspected periodically by the Building Commissioner for compliance with this bylaw and other requirements of law. Any sign which has been ordered removed by Building Commissioner, or is abandoned or discontinued, shall be removed by the sign owner or the owner of the property on which the sign is located within 30 days of written notice from the Building Commissioner. Violation of any provision of this by-law or any lawful order of the Building Commissioner shall be subject to the following fines. Each day that violation continues shall constitute a separate offense.
  - (1) First Offense: \$50.00.
  - (2) Second Offense: \$100.00.
  - (3) Third and Subsequent Offense: \$200.00.

**J. Appeals.** Any Applicant may appeal a Design Review Commission decision to the Zoning Board of Appeals (ZBA) within 10 days of the decision, by filing the appeal in writing to the ZBA Administrative Secretary specifying the grounds for such appeal. Any Applicant may appeal the Building Commissioner’s order of removal to the Zoning Board of Appeals within 10 days of the issuance of written notice, by filing the appeal in writing to the ZBA Administrative Secretary specifying the grounds for such appeal. Refer to Section 185-45 **Zoning Administration and Enforcement** for more information regarding the ZBA.

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

**DATED:** \_\_\_\_\_, 2018

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

**A True Record Attest:**

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

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

**Teresa M. Burr**  
**Town Clerk**

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

**Glenn Jones, Clerk**

# Town of Franklin



## Planning Board

TOWN OF FRANKLIN  
TOWN CLERK

2018 DEC 12 A 9:39

RECEIVED

The following notice will be published in the Milford Daily Newspaper on  
Monday, December 24, 2018 and again on Monday, December 31, 2018

---

In accordance with the provisions of M.G.L. Chapter 40A, Section 5, notice is hereby given that the Planning Board will hold a Public Hearing on January 7, 2019 at 7:10 PM and the Town Council will hold a Public Hearing on January 9, 2019 at 7:10 PM in the Town Council Chambers of the Municipal Building, 355 East Central Street, to consider amending the Code of the Town of Franklin as follows:

### TOWN OF FRANKLIN ZONING BY-LAW AMENDMENTS

**BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:** The Code of the Town of Franklin is hereby amended by making the following amendments:

- Zoning Bylaw Amendment 18-822: Changes to 185-20. Signs
- Zoning Bylaw Amendment 18-823: Changes to Sign District Regulations
- Zoning Bylaw Amendment 18-824: Changes to Sign District Overlay Map

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

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

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

Anthony Padula, Chairman  
Franklin Planning Board

Thomas Mercer, Chairman  
Franklin Town Council

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# Town of Franklin



TOWN OF FRANKLIN  
TOWN CLERK

JAN -9 P 2:51

RECEIVED

Planning Board  
355 East Central Street  
Franklin, Massachusetts 02038-1352

January 9, 2019

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

## CERTIFICATE OF VOTE

Zoning By-law Amendments #18-822, #18-823, & #18-824  
§185-20 – Amendments to Sign, Regulations and Overlay Map

**Petitioner:** Town Administration

Dear Mrs. Burr:

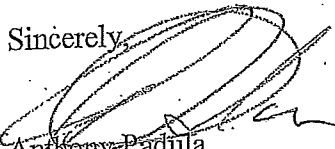
Please be advised that at its meeting on Monday, January 7, 2019 the Planning Board, upon motion duly made and seconded, voted (5-0) to **RECOMMEND**, with the following change, to the Town Council, Zoning Bylaw Amendments 18-822, 18-823, and 18-824:

18-822: Changes to 185-20. Signs.

Add the following words at the end of B(4): except replacement as a result of damage or destruction as specified in 185-18.C.

If you have any questions concerning this decision, please contact the planning staff or me.

Sincerely,



Anthony Padula

Chairman, Planning Board

cc: Town Council  
Town Administrator  
Deputy Town Administrator



# **FRANKLIN PLANNING & COMMUNITY DEVELOPMENT**

355 EAST CENTRAL STREET, ROOM 120  
FRANKLIN, MA 02038-1352  
TELEPHONE: 508-520-4907  
FAX: 508-520-4906

## **MEMORANDUM**

**TO: JEFFREY D. NUTTING, TOWN ADMINISTRATOR**  
**FROM: BRYAN W. TABERNER, AICP, DIRECTOR**  
**RE: PROPOSED AMENDMENTS TO SIGN BYLAW**  
**CC: JAMIE HELLEN, DEPUTY TOWN ADMINISTRATOR**  
**MARK CEREL, TOWN ATTORNEY; GUS BROWN, BUILDING COMMISSIONER;**  
**AMY LOVE, PLANNER**  
**DATE: NOVEMBER 20, 2018**

---

Several months ago the Department of Planning and Community Development (DPCD) and other Town staff began developing proposed amendments to the Town's Sign Bylaw, Chapter 185-20 of Franklin Town Code. The Sign Bylaw was last updated in 2012 and Town staff believed there were several small amendments needed.

The proposed changes have been discussed during four Economic Development Committee meetings, a Design Review Committee meeting, and numerous times by Town staff. In addition, DPCD researched the sign bylaws of eleven other Massachusetts communities, and received input from several Town residents while developing the draft Zoning Bylaw Amendments.

Needed updates to the Sign Bylaw required the following three Zoning Bylaw Amendments:

- Zoning Bylaw Amendment 18-822: Amendment To §185-20. Signs
- Zoning Bylaw Amendment 18-823: Amendment To Sign District Regulations
- Zoning Bylaw Amendment 18-824: Amendment To Sign District Overlay Map

The three Amendments are attached for review and consideration. Also attached is a summary of the more important changes being proposed.

DPCD believes the proposed changes sufficiently address identified problems with the Town's Sign Bylaw without negatively impacting commercial development or building reuse.

If Town Council supports the proposed Sign Bylaw update, DPCD recommends they refer Zoning By-law Amendments 18-822, 18-823 and 18-824 to the Planning Board for a Public Hearing.

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

---

Sponsor: *Administration*

**TOWN OF FRANKLIN**  
**ZONING BYLAW AMENDMENT 18-823:**  
**CHANGES TO SIGN DISTRICT REGULATIONS**  
**A ZONING BY-LAW TO AMEND THE FRANKLIN TOWN CODE**  
**AT CHAPTER 185, ATTACHMENT 10: SCHEDULE**  
**OF PERMITTED SIGNS PER SIGN DISTRICT**

**BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:**

Chapter 185 of the Code of the Town of Franklin is hereby amended by the following **deletions** and **additions** to §185, Attachment 10: Schedule of Permitted Signs Per Sign District:

**Attachment 10**  
**Schedule of Permitted Signs per Sign District**

Type Sign	Downtown Commercial District	Commercial Business Corridor District	Industrial - Office Park District	Residential District
Wall Signs				
First Floor Storefront Facing Street	No more than 24 Sq.Ft. or 10% of Front Façade <sup>1</sup>	No more than 48 Sq.Ft. or 2 Sq.Ft. per Linear Ft of Frontage <sup>1</sup>	No more than 60 Sq.Ft.	No more than 15 Sq.Ft. for a business with a Special Permit or Variance
				No more than 10 Sq.Ft. for Home Occupation or Professional Office
				All others no more than 3 Sq.Ft.
First Floor Storefront Facing Street Corner	No more than 36 Sq.Ft. or 15% of 1 Facade Divided into 2 <sup>1</sup> .	No more than 64 Sq.Ft. divided into 2 Signs.	No more than 90 Sq.Ft. Divided into 2 Signs.	No more than 23 Sq.Ft. divided into 2 Signs for a business, with Special Permit or Variance.
				All others not permitted
Upper Floors Facing Street	Not Permitted	No more than 6 Sq.Ft.	Not Permitted	Not Permitted
Freestanding Signs				
<b>Single or Multiple Entity</b>	<b>No more than 40 Sq.Ft. and No More Than 14 Ft. High</b>	<b>No more than 60 Sq.Ft. and No More Than 20 Ft. High</b>	<b>No more than 60 Sq.Ft. and No More Than 25 Ft. High</b>	<b>No more than 20 Sq.Ft. and No more than 6 Ft. high for a business with Special Permit or Variance</b> <b>All Others Not Permitted</b>
<u>Single establishment</u>	<u>One sign no more than 30 Sq.Ft. and no more than 14 Ft. High</u>	<u>One sign no more than 50 Sq.Ft. and no more than 20 Ft. High</u>	<u>One sign no more than 50 Sq.Ft. and no more than 25 Ft. High</u>	<u>One sign no more than 20 Sq.Ft. and no more than 6 Ft. high for an establishment with Special Permit or Variance</u> <b>All Others Not Permitted</b>
<u>Single establishment with access from two roadways</u>	<u>One additional freestanding sign permitted near secondary access drive, no more than 15 Sq.Ft. and no more than 7 Ft. High</u>	<u>One additional freestanding sign permitted near secondary access drive, no more than 20 Sq.Ft. and no more than 10 Ft. High</u>	<u>One additional freestanding sign permitted near secondary access drive, no more than 20 Sq.Ft. and no more than 10 Ft. High</u>	<u>Second freestanding sign not permitted</u>
<u>Multiple establishments on same property</u>	<u>One shared sign no more than 40 Sq.Ft. and no more than 14 Ft. High</u>	<u>One shared sign, 50 Sq.Ft. for first establishment and 10 Sq.Ft. for each additional establishment, not to exceed a total of 80 Sq.Ft., and no more than 20 Ft. High.<sup>3,4</sup></u>	<u>One shared sign no more than 60 Sq.Ft. and no more than 25 Ft. High</u>	<u>One shared sign no more than 20 Sq.Ft. and no more than 6 Ft. high for establishments with Special Permit or Variance</u>
<u>Multiple establishments on same property with access from two roadways</u>	<u>One additional freestanding sign permitted near secondary access drive, no more than 15 Sq.Ft. and no more than 7 Ft. High</u>	<u>One additional freestanding sign permitted near secondary access drive, no more than 20 Sq.Ft. and no more than 10 Ft. High</u>	<u>One additional freestanding sign permitted near secondary access drive, no more than 20 Sq.Ft. and no more than 10 Ft. High</u>	<u>Second freestanding sign not permitted</u>

Type Sign	Downtown Commercial District	Commercial Business Corridor District	Industrial - Office Park District	Residential District
Window Signs				
First Floor Facing Street	No more than 6 Sq.Ft. or 10% of Window Surface <sup>1</sup>	No more than 6 Sq.Ft. or 10% of Window Surface <sup>1</sup>	No more than 6 Sq.Ft. or 10% of Window Surface <sup>1</sup>	Not Permitted
Upper Floors Facing Street	No more than 4 Sq.Ft. or 10% of Window Surface <sup>1</sup>	No more than 20% of Window Surface	No more than 20% of Window Surface	Not Permitted
Door Sign	No more than 2 Sq.Ft.	No more than 2 Sq.Ft.	No more than 2 Sq.Ft.	No more than 2 Sq.Ft.
Reader Boards				
Attached to Freestanding Sign	Manual with no more than 3 Lines of Text	Manual with no more than 3 Lines of Text	Manual with no more than 3 Lines of Text	Not Permitted
Awning or Canopy Signs				
First Floor	No more than 10 Sq.Ft. of Signage	No more than 10 Sq.Ft. of Signage	No more than 10 Sq.Ft. of Signage	No more than 10 Sq.Ft. of Signage
Upper Floors	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Off-Site Signs				
Freestanding or Wall	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Temporary Signs				
Non-Profits and Charities	Check for Availability of Town Displays	Check for Availability of Town Displays	Check for Availability of Town Displays	Check for Availability of Town Displays
<b>Project Construction Signage</b>	<b>No more than 80 Sq.Ft. or 1 Sq.Ft. per Linear Ft of Frontage<sup>1</sup></b>	<b>No more than 80 Sq.Ft. or 1 Sq.Ft. per Linear Ft of Frontage<sup>1</sup></b>	<b>No more than 80 Sq.Ft. or 1 Sq.Ft. per Linear Ft of Frontage<sup>1</sup></b>	<b>No more than 16 Sq.Ft. of Signage</b>
All Other Temporary Signs	See §185-20.(D)	See §185-20.(D)	See §185-20.(D)	See §185-20.(D)
Public Use and Safety Signs				
All Sign Types	Permitted	Permitted	Permitted	Permitted
Political Signs				
<b>Freestanding or Wall</b>	<b>No more than 32 Sq.Ft.</b>	<b>No more than 32 Sq.Ft.</b>	<b>No more than 32 Sq.Ft.</b>	<b>No more than 32 Sq.Ft.</b>
<b>Signs Expressing a Political Opinion</b>	<b>No more than 16 Sq.Ft.</b>	<b>No more than 16 Sq.Ft.</b>	<b>No more than 16 Sq.Ft.</b>	<b>No more than 16 Sq.Ft.</b>
<b>Signs Promoting a Candidate or Issue</b>	<b>No more than 16 Sq.Ft.— Displayed for no more than 7 Days— After Vote</b>	<b>No more than 16 Sq.Ft.— Displayed for no more than 7 Days— After Vote</b>	<b>No more than 16 Sq.Ft.— Displayed for no more than 7 Days— After Vote</b>	<b>No more than 16 Sq.Ft.— Displayed for no more than 7 Days— After Vote</b>

<sup>1</sup> Whichever is Smaller

<sup>2</sup> The Rural Business Zoning District has the same sign regulations as the Downtown Commercial Sign District.

<sup>3</sup> For properties with multiple establishments where one establishment is a gasoline station, 1 additional freestanding sign is allowed for the purpose of displaying the brand and the price of gasoline.

<sup>4</sup> For large commercial developments with more than 25,000 Sq.Ft. of floor space and multiple establishments, a freestanding sign greater than 80 Sq.Ft., but no greater than 120 Sq.Ft. may be allowed by Planning Board special permit.

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

---

**DATED:** \_\_\_\_\_, 2018

**VOTED:**

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

**A True Record Attest:**

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

**Teresa M. Burr**  
**Town Clerk**

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

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

---

**Glenn Jones, Clerk**

# Town of Franklin



## Planning Board

TOWN OF FRANKLIN  
TOWN CLERK

2018 DEC 12 A 9:39

RECEIVED

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Monday, December 24, 2018 and again on Monday, December 31, 2018

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- Zoning Bylaw Amendment 18-822: Changes to 185-20. Signs
- Zoning Bylaw Amendment 18-823: Changes to Sign District Regulations
- Zoning Bylaw Amendment 18-824: Changes to Sign District Overlay Map

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

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

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

Anthony Padula, Chairman  
Franklin Planning Board

Thomas Mercer, Chairman  
Franklin Town Council

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# Town of Franklin



Planning Board  
355 East Central Street  
Franklin, Massachusetts 02038-1352

TOWN OF FRANKLIN  
TOWN CLERK

JAN -9 P 2:51

RECEIVED

January 9, 2019

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

## CERTIFICATE OF VOTE

Zoning By-law Amendments #18-822, #18-823, & #18-824  
§185-20 – Amendments to Sign, Regulations and Overlay Map

**Petitioner:** Town Administration

Dear Mrs. Burr:


Please be advised that at its meeting on Monday, January 7, 2019 the Planning Board, upon motion duly made and seconded, voted (5-0) to **RECOMMEND**, with the following change, to the Town Council, Zoning Bylaw Amendments 18-822, 18-823, and 18-824:

18-822: Changes to 185-20. Signs.

Add the following words at the end of B(4): except replacement as a result of damage or destruction as specified in 185-18.C.

If you have any questions concerning this decision, please contact the planning staff or me.

Sincerely,



Anthony Padula

Chairman, Planning Board

cc: Town Council  
Town Administrator  
Deputy Town Administrator

# **FRANKLIN PLANNING & COMMUNITY DEVELOPMENT**

355 EAST CENTRAL STREET, ROOM 120  
FRANKLIN, MA 02038-1352  
TELEPHONE: 508-520-4907  
FAX: 508-520-4906

## **MEMORANDUM**

**TO: JEFFREY D. NUTTING, TOWN ADMINISTRATOR**  
**FROM: BRYAN W. TABERNER, AICP, DIRECTOR**  
**RE: PROPOSED AMENDMENTS TO SIGN BYLAW**  
**CC: JAMIE HELLEN, DEPUTY TOWN ADMINISTRATOR**  
**MARK CEREL, TOWN ATTORNEY; GUS BROWN, BUILDING COMMISSIONER;**  
**AMY LOVE, PLANNER**  
**DATE: NOVEMBER 20, 2018**

---

Several months ago the Department of Planning and Community Development (DPCD) and other Town staff began developing proposed amendments to the Town's Sign Bylaw, Chapter 185-20 of Franklin Town Code. The Sign Bylaw was last updated in 2012 and Town staff believed there were several small amendments needed.

The proposed changes have been discussed during four Economic Development Committee meetings, a Design Review Committee meeting, and numerous times by Town staff. In addition, DPCD researched the sign bylaws of eleven other Massachusetts communities, and received input from several Town residents while developing the draft Zoning Bylaw Amendments.

Needed updates to the Sign Bylaw required the following three Zoning Bylaw Amendments:

- Zoning Bylaw Amendment 18-822: Amendment To §185-20. Signs
- Zoning Bylaw Amendment 18-823: Amendment To Sign District Regulations
- Zoning Bylaw Amendment 18-824: Amendment To Sign District Overlay Map

The three Amendments are attached for review and consideration. Also attached is a summary of the more important changes being proposed.

DPCD believes the proposed changes sufficiently address identified problems with the Town's Sign Bylaw without negatively impacting commercial development or building reuse.

If Town Council supports the proposed Sign Bylaw update, DPCD recommends they refer Zoning By-law Amendments 18-822, 18-823 and 18-824 to the Planning Board for a Public Hearing.

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

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**TOWN OF FRANKLIN**  
**ZONING BY-LAW AMENDMENT 18-824**  
**CHANGES TO SIGN DISTRICT OVERLAY MAP**  
**A ZONING BY-LAW TO AMEND THE FRANKLIN TOWN CODE AT**  
**CHAPTER 185, SECTION 4 DISTRICTS ENUMERATED**

**BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:**

Chapter 185 of the Code of the Town of Franklin is hereby amended by deleting the current Sign District Map created by adoption of Zoning Bylaw Amendment 12-671, and replacing with the following:

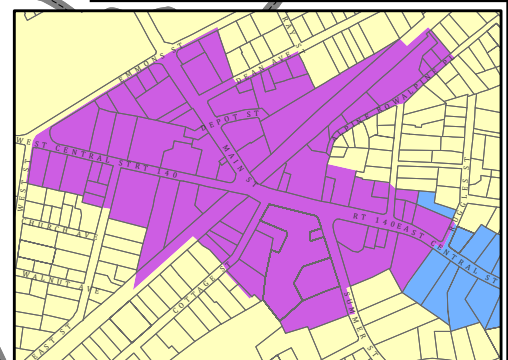
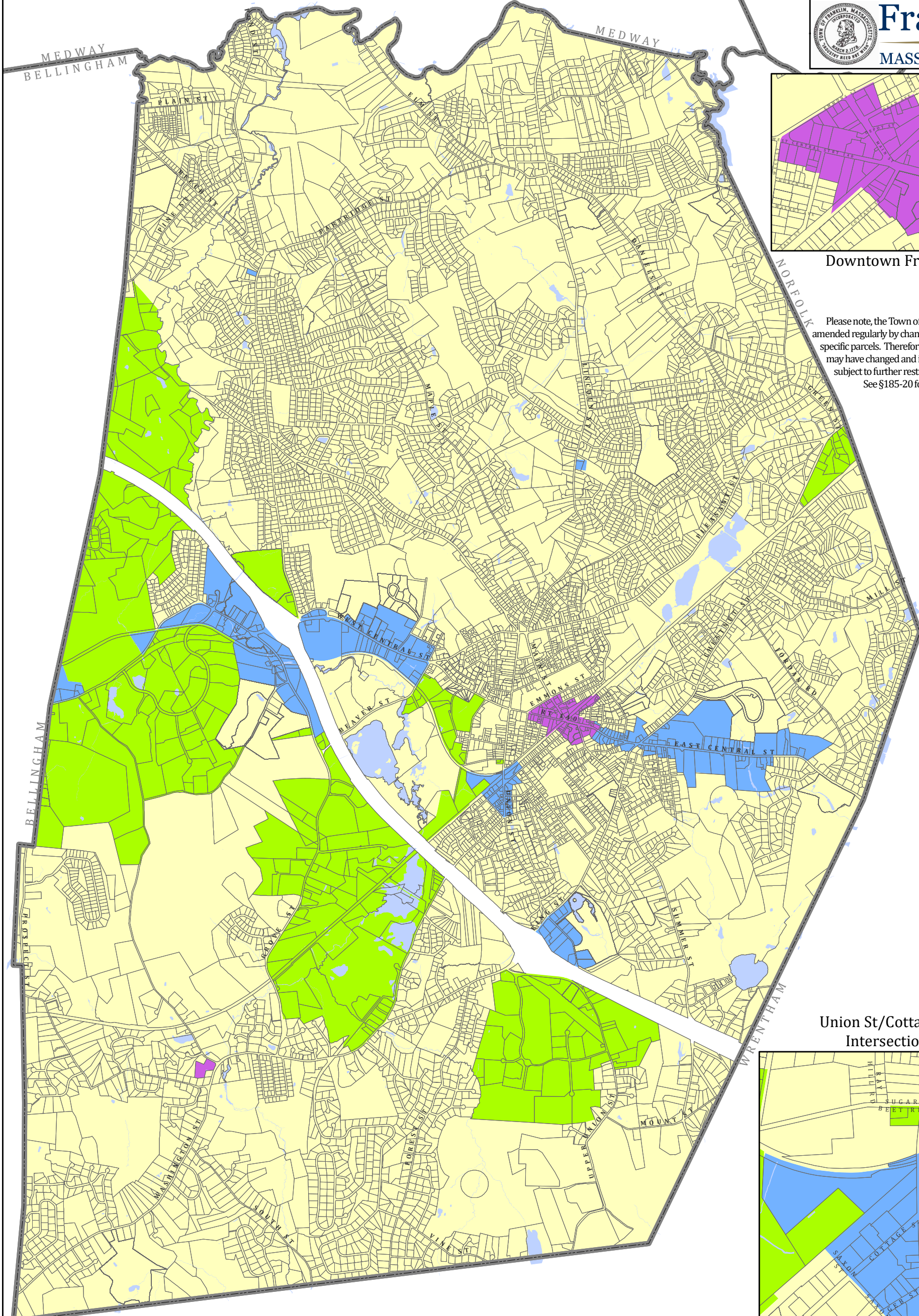
# SIGN Districts

- Commercial and Business Corridor District
- Downtown Commercial District
- Industrial & Office Park District
- Residential District
- Parcel Line
- Water
- Municipal Boundary

18-824

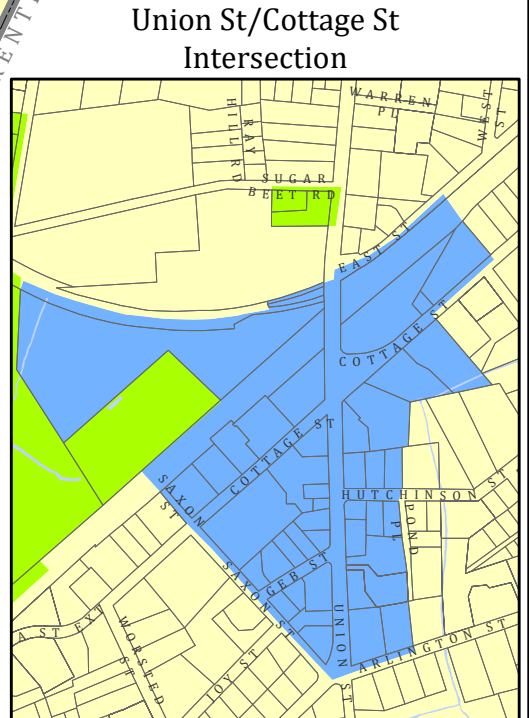
Kilometers 0 0.275 0.55

Miles 0 0.275 0.55



Downtown Franklin

Please note, the Town of Franklin's Zoning Map is amended regularly by changing the zoning district of specific parcels. Therefore the sign districts shown may have changed and individual parcels may be subject to further restrictions upon application. See §185-20 for additional information.



Union St/Cottage St Intersection

**Sign District Overlay Map Adopted March 21, 2012 by Zoning Bylaw Amendment 12-671**

Amended through December \_\_\_\_, 2018 by Zoning Bylaw Amendment 18-824

-Amendment 18-824: 12-xx-2018

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

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

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**DATED:** \_\_\_\_\_, 2018

**VOTED:**

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

**A True Record Attest:**

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

**Teresa M. Burr**  
**Town Clerk**

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

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

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**Glenn Jones, Clerk**

# Town of Franklin



## Planning Board

TOWN OF FRANKLIN  
TOWN CLERK

2018 DEC 12 A 9:39

RECEIVED

The following notice will be published in the Milford Daily Newspaper on  
Monday, December 24, 2018 and again on Monday, December 31, 2018

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In accordance with the provisions of M.G.L. Chapter 40A, Section 5, notice is hereby given that the Planning Board will hold a Public Hearing on January 7, 2019 at 7:10 PM and the Town Council will hold a Public Hearing on January 9, 2019 at 7:10 PM in the Town Council Chambers of the Municipal Building, 355 East Central Street, to consider amending the Code of the Town of Franklin as follows:

### TOWN OF FRANKLIN ZONING BY-LAW AMENDMENTS

**BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:** The Code of the Town of Franklin is hereby amended by making the following amendments:

- Zoning Bylaw Amendment 18-822: Changes to 185-20. Signs
- Zoning Bylaw Amendment 18-823: Changes to Sign District Regulations
- Zoning Bylaw Amendment 18-824: Changes to Sign District Overlay Map

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

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

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

Anthony Padula, Chairman  
Franklin Planning Board

Thomas Mercer, Chairman  
Franklin Town Council

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# Town of Franklin



Planning Board  
355 East Central Street  
Franklin, Massachusetts 02038-1352

TOWN OF FRANKLIN  
TOWN CLERK

JAN -9 P 2:51

RECEIVED

January 9, 2019

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

## CERTIFICATE OF VOTE

Zoning By-law Amendments #18-822, #18-823, & #18-824  
§185-20 – Amendments to Sign, Regulations and Overlay Map

**Petitioner:** Town Administration

Dear Mrs. Burr:


Please be advised that at its meeting on Monday, January 7, 2019 the Planning Board, upon motion duly made and seconded, voted (5-0) to **RECOMMEND**, with the following change, to the Town Council, Zoning Bylaw Amendments 18-822, 18-823, and 18-824:

18-822: Changes to 185-20. Signs.

Add the following words at the end of B(4): except replacement as a result of damage or destruction as specified in 185-18.C.

If you have any questions concerning this decision, please contact the planning staff or me.

Sincerely,



Anthony Padula

Chairman, Planning Board

cc: Town Council  
Town Administrator  
Deputy Town Administrator

# Town of Franklin

Town Administrator  
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street  
Franklin, Massachusetts 02038-1352

**Date:** January 2, 2018  
**To:** Town Council  
**From:** Jamie Hellen  
**Re:** Proposed change to the Liquor License Bylaw

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Please find attached a request to change the current liquor License Bylaw to exempt an establishment which holds an Alcoholic Beverage Control Commission- issued farmers series license pursuant to GL Chapter 138 Section 19B (winery), Section 19C (brewery) or Section 19E (distillery) from the requirement to serve food.

Councilor Kelly requested that we research other Towns and Cities in the region as well as a few other States to determine if Breweries, Wineries or Distilleries have a food requirement. Please see attached for our research findings.

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



Sponsor: Administration

**TOWN OF FRANKLIN  
BYLAW AMENDMENT 19-835  
CHAPTER 47, ALCOHOLIC BEVERAGES**

**A BYLAW TO AMEND THE CODE OF THE TOWN OF FRANKLIN AT CHAPTER 47.**

**BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL** that Chapter 47 of the Code of the Town of Franklin is amended by adding to Section 47-17 as follows:

47-17. Food requirement for restaurant liquor licenses.

Licenses issued under MGL c.138, § 12, for restaurant or innholder licenses, shall be issued only to duly licensed common victualer and innholders who have adequate and sanitary kitchen and dining room equipment and capacity for preparing, cooking, and serving suitable food for strangers, travelers and other patrons, as required by MGL c. 140. It shall be the obligation of all licensees and managers thereof to ensure continuous compliance with this requirement. All such licensees are obligated to provide food for the entire time period during which alcohol or alcoholic beverages may be purchased. The availability of snack food, such as popcorn, beef sticks, pretzels, candy and the like, shall not satisfy this requirement. The requirements contained in this section shall not apply to a theatre, performing arts center or other venue, the primary use of which is an arts or cultural facility. The requirements contained in this section shall also not apply to an establishment which holds an Alcoholic Beverage Control Commission –issued farmers series license issued pursuant to GL Chapter 138 Section 19B (winery), Section 19C(brewery) or Section 19E (distillery).

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

◆—————◆  
**DATED:** \_\_\_\_\_, 2019

**A True Record Attest:**

**Teresa M. Burr  
Town Clerk**

**VOTED:**  
**UNANIMOUS** \_\_\_\_\_  
**YES** \_\_\_\_\_ **NO** \_\_\_\_\_  
**ABSTAIN** \_\_\_\_\_  
**ABSENT** \_\_\_\_\_

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

Farmers Series License Food Requirement Information

<u>Town</u>	<u>Yes/No</u>	<u>Notes</u>	<u>Brewery</u>
Hudson	No		Medusa Brewing
Charlton	No		Treeshouse Brewing
Milford	No		Craft Roots Brewing
Hopkinton	No	Customers can order food from Waterfresh Farms- next door	Start Line Brewing
Framingham	No	However both have Common Victualer License	Jack's Abbey
Norton	No		Bog Island Brewing
Woonsocket RI	No		Ravenous Brewing Company
Bridgewater	No		Black Hat Brewing
<u>State</u>			
State of Oregon	No		
State of Washington	No		
State of Colorado	No		