



FRANKLIN TOWN COUNCIL

Agenda & Meeting Packet

June 26, 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. May 22, 2019
- b. May 23, 2019

4. PROCLAMATIONS/RECOGNITIONS

- a. Kevin Petriello- Finance Intern
- b. Swearing in of Police Officer, Police Sergeant and New Firefighter

5. APPOINTMENTS

- a. Annual Board/Committee Appointments
- b. Reappointment of Election Workers

6. HEARINGS- *None*

7. LICENSE TRANSACTIONS- *None*

8. PRESENTATIONS/DISCUSSIONS

- a. Franklin July 4th Coalition

9. SUBCOMMITTEE REPORTS

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

10. LEGISLATION FOR ACTION

- a. Resolution 19-41: Acceptance of Gift-Police Department (**Motion to Approve Resolution 19-41 - Majority Vote (5)**)
- b. Resolution 19-42: Appropriation Transfers FY19 (**Motion to Approve Resolution 19-42 - Majority Vote (5)**)
- c. Resolution 19-43: Appropriation FY19 Capital Plan Round 2 (**Motion to Approve Resolution 19-43 - Majority Vote (5)**)
- d. Resolution 19-44: Appropriation Public Safety Communications Infrastructure (**Motion to Approve**)

Resolution 19-44 - Majority Vote (5))

- e. Resolution 19-45: Appropriation Wage Settlement Account (**Motion to Approve Resolution 19-45 - Majority Vote (5))**)
- f. Resolution 19-46: Appropriation Historical Museum Artifacts Preservation (**Motion to Approve Resolution 19-46 - Majority Vote (5))**)
- g. Resolution 19-47: Authority For Town Administrator to Negotiate and Execute Tax Agreement with Owner Of Ground-Mounted Solar Facility Located Off Spring Street (**Motion to Approve Resolution 19-47 - Majority Vote (5))**)
- h. Resolution 19-48: Dissolution of the Franklin Community Garden Committee (**Motion to Approve Resolution 19-48 Majority Vote (5))**)
- i. 19-843: Bylaw Amendment- Chapter 25 Human Resource Management - **2nd Reading (Motion to Adopt Bylaw Amendment 19-843 - Majority Vote (5))**)

11. TOWN ADMINISTRATOR'S REPORT

12. FUTURE AGENDA ITEMS

13. COUNCIL COMMENTS

14. EXECUTIVE SESSION - *None Scheduled*

15. ADJOURN

Note:

Two-Thirds Vote: requires 6 votes

Majority Vote: requires majority of members present and voting

**FRANKLIN TOWN COUNCIL
MINUTES OF MEETING
May 22, 2019**

A meeting of the Town Council was held on Wednesday, May 22, 2019, 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; Chrissy Whelton, Administrative Assistant.

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: ► Mr. Alan Earls, 23 Marvin Avenue, representing Franklin in Focus, an organization working to increase civic participation, stated they are hosting a 90-minute course on how to run for office in the Town of Franklin on Saturday, June 1, 2019, at the studios of Franklin TV. He noted that seating is limited; please check their website for more information or if interested in attending. ► Mr. Dale Kurtz, Veterans' Services Officer, stated the Memorial Day Breakfast will be held on Friday, May 24, 2019, at 9:00 AM at the Senior Center. The Memorial Day Parade will begin at 10:30 AM, followed by a ceremony at the Town Common at 12:00 PM. He welcomed everyone to attend these events. ► Ms. Kathy Mehler, 4 Glenn Drive, stated her objection to the work being carried out at the Skyline Estates subdivision. She stated the sidewalks are being removed from two cul de sacs and two side streets. The other streets will have one sidewalk only. All the streets are being narrowed. She does not know if buses and fire trucks can turn in the narrowed cul de sacs. She said she has spoken to the DPW, Planning Board, and Town Administrator regarding her objections and concerns. She reviewed that the Town Administrator agreed to put a sidewalk on her road only and provided a letter of explanation regarding the need for additional funding for the Town's road repairs. She noted that she has lived in the Skyline Estates neighborhood for 47 years. She stated that she and her neighbors have paid over \$20 million in taxes over the past 50 years. She reviewed the series of meetings and notifications regarding this roadwork over the past year. She questioned how the subdivision can be changed without the approval of the residents living there and she noted that the Planning Board has not changed the subdivision from its original approval recorded at the Registry of Deeds. She is prepared to pursue this to the full extent of the law. ► Mr. Daniel Ballinger, 18 Charles Drive, stated he is a resident of Skyline Estates since 1999. He purchased the house based on the neighborhood. He stated the Town is planning to change the neighborhood experience and what people purchased. He noted that a neighbor has been in a wheelchair for many years; this change to the sidewalks may violate the Americans with Disabilities Act.

HEARINGS: FY 2020 Budget Hearing 7:10 PM

- a. *Voting Document*
- b. *FY 20 Budget Message*
- c. *FY 20 Town Administrator Proposed Budget*

► Chairman Mercer opened the FY 2020 Budget Hearing. ► Mr. Jeffrey Nutting, Town Administrator, thanked everyone and stated it was a team effort to put forth this budget for the Town Council's consideration. He provided a general overview and highlights. He stated that overall State aid is declining by about \$900,000. We are draining out the last bit from the Budget Stabilization Fund of \$390,000. We have used our reserves. We have trimmed budgets. We will make it all work for one more year, but it leaves a precarious position for FY 21. We delivered a five-year forecast for the Town Council available on the

webpage noting the upcoming shortfall. This is a best estimate from the best information the Town has as of today. There could be changes in State aid as they work through their budget process. This will be known before the Town Council sets the tax rate this fall. He noted that one of the biggest cuts was the entire road budget for \$600,000 in order to avoid employee layoffs.

► Mr. Jones read each *Town of Franklin Operating Budget FY 2020 Voting Document* line item.

► Mr. Kelly requested a Hold on Line Item 111: Town Council. ■ Mr. Kelly pointed out that the Town Council members and School Committee members do not get paid or receive any benefits; they do this for the benefit of the community.

► Mr. Padula requested a Hold on Line Item 147: Treasurer-Collector. ■ Mr. Padula asked how this budget item went down. ■ Mr. Nutting stated there was a deputy collector overlap for half of the last fiscal year. There is a retirement coming up in August and a position will be eliminated; therefore, the salary budget is going down.

► Mr. Earls requested a Hold on Line Item 155: Information Technology. ■ Mr. Earls requested an overall breakdown of what the money would be spent on in the IT department. ■ Mr. Timothy Rapoza, Director of Technology Services, stated the largest portion of the budget, about 90 to 95 percent is to cover annual subscription fees for licensing such as MUNIS, the website, permitting software, etc. He reviewed the line items and what was covered under each. ■ Ms. Pellegri asked where the salaries were located. ■ Mr. Rapoza stated they were located in the school budget. ■ Mr. Nutting stated that 14 years ago there were IT people for both the Town and the Schools which seemed like a duplication of effort, so the salaries were put in the School budget. It was a way to streamline. ■ Ms. Pellegri stated she thinks all the IT services and salaries should be listed together; half the salaries should come from the Town budget and half from the School budget.

► Town Council members requested a Hold on Line Item 192: Public Property & Buildings. ■ Chairman Mercer stated that one of the largest budgets in Town is the Facilities Department budget. He would like an overview of the operational initiatives the department plans to use to contain operational costs in this budget and in future budgets. ■ Mr. Michael D'Angelo, Director of Public Facilities, stated they are always looking to save money any way they can. He noted the Town only pays \$9 for every \$10 the solar farm generates. When electric was bid this year, they bid a more complex product to a number of bidders. This year they came up with a contract for a four-year fixed price for around \$.10 per kWh to get electric locked in. He explained that electric always go up. He stated they are always doing LED conversions saving more energy. We are a partner with National Grid; we take advantage of their programs. He stated that over the past year they have changed the way dial tone is brought into all the buildings. He explained the new method of SIP trunking for phone systems. He stated we have become a green community because of all the things we do. He discussed the preventative maintenance programs; it is doing well and they are getting to things before they fail. He stated that every day in Facilities they are trying to find new ways. He described a new way to disinfect rooms. Now one person instead of many can spray out a room in 20 minutes. It saves wiping and can keep the residents of the schools a lot healthier. ■ Ms. Pellegri mentioned that a few years ago Mr. D'Angelo asked to hire a full-time electrician and plumber because it was going to save money rather than calling in people to do the little jobs. She stated that a printout was done and between electrical and plumbing, it has cost \$503,000 for outside services and there is now a full-time electrician and plumber. This seems like a lot of money when it was supposed to be saving money. She asked for an explanation. ■ Mr. D'Angelo explained the current electrician, between an injury and retirement, had worked one out of nine months for the Town. During that time, they used a contracted electrician. They also used a contracted electrician to do big projects as opposed to the day-to-day work the electrician does. He stated Facilities has 1.2 million square feet of buildings. One electrician cannot possibly do the work required for that. He noted that they now have a good electrician who was hired in March. ■ Mr. Nutting summarized that they have had an electrician, plumber, and carpenter since as long as he has been here. Even with those people, they usually spend about \$200,000 a year on outside electrical services and \$100,00 to \$200,000 per year on outside

plumbing services. He stated that we use the carpenter, plumber, and electrician to do the day-to-day stuff. When we have to replace a boiler or major heating system, we have to call a service. It was a little higher this year, but we do spend hundreds of thousands of dollars beyond the three employees to maintain the buildings. We have looked at hiring an HVAC person, but they are well over \$100,000 in salary. ■Mr. D'Angelo stated that small jobs are always done by the employees. ■Mr. Dellorco agreed that one electrician and plumber is not enough and outside people would have to be hired. He asked how fast work orders are serviced. ■Mr. D'Angelo stated if it is life safety they are out there within hours. There is always too much to do. They usually go to one place and complete a few work orders at a time. He stated that Marco usually puts the priority on the work orders. In response to a question, he stated there was mold at Parmenter School in a non-student area. He hired a consultant to review it. A few people spent a few weekends using a high-quality disinfectant and painting with an encapsulant product. He said the mold is gone. ■Mr. Dellorco stated he did not know if the mold was gone, but he would find out. ■Mr. Kelly stated the difference between the last budget and this one is about \$300,000. How much of that is in raises? He asked how many employees Mr. D'Angelo had. ■Mr. Nutting stated there were no raises; there were steps and levels increases. The total budget is up about \$169,000. The raises were up about \$70,000. There was overtime added in the high school for a custodian for the lunch time for about \$30,000. ■Mr. D'Angelo stated he had somewhere around 56 employees if all positions were filled; there are about three positions unfilled in part time. ■Mr. Kelly stated he was unclear how Mr. D'Angelo did not know exactly how many people worked for him and how many positions he was trying to fill. ■Mr. D'Angelo stated that he lets Richard manage the cleaning of the buildings and he does a great job. ■Mr. Kelly stated he is not feeling good about that. He stated that over the past two years there have been sprinkler failures, employees are coming to Town Council members with complaints, and \$70,000 in raises. He is concerned about this line item. It will be hard for him to vote on this budget with this line item. He wants to see Mr. D'Angelo tomorrow night with some better answers. He wants to understand what is going on over there. He wants to hear what they have done in the past year. He is hearing complaints from citizens, employees, and teachers. He wants to continue to maintain the current buildings. He does not want conflicting information. Any mildew or mold is something that should be taken care of right away. He is not happy with the department. ■Ms. Pellegrini stated she thought that the budgets did not include any increase in salary. ■Mr. Nutting stated if in the Union there are steps in the contract, those are already in the budget; that is not the cost of living raise. The Town has no legal ability to change a collective bargaining agreement.

► Mr. Casey requested a Hold on Line Item 220: Fire. ■Mr. Casey asked about mutual aid going to neighboring towns. Do we ever get reimbursed for operational costs when we help them out? ■Acting Fire Chief Jim Klich stated no; they may come over to help us just as many times throughout the year. ■Ms. Pellegrini asked if there has been any savings due to the Regional Dispatch Center. ■Acting Fire Chief Klich stated it just opened so it is a little early to tell, but savings are projected in the budget.

► Mr. Earls requested a Hold on Line Item 225: Regional Dispatch. ■Mr. Earls stated his question was just answered. ■Mr. Nutting stated it opened for Franklin on May 10, 2019. They are tweaking some software issues. The 911 system is working great. ■Mr. Hellen stated meetings will held weekly until all the tweaks and bugs are worked out for the four towns. Hopefully, by midsummer, all should be fully worked out.

► Town Council members requested a Hold on Line Item 300: Town Schools. ■Chairman Mercer explained how the budget works with schools. The Town Council does not have control of the schools' line items. The Town Council votes the bottom line and it is up to the School Committee and the school administration to work within the parameters of the budget set forth by the Town Council. He asked for an overview of the current issues that the schools are dealing with including special education. ■Ms. Sara Ahern, Superintendent; Ms. Anne Bergen, School Committee Chair; and Ms. Miriam Goodman, School Business Administrator, addressed the Town Council. ■Ms. Ahern noted that other School Committee members were in the audience. She stated that special education was a driver in increased costs for the FY20 budget. Other big drivers were salaries which make up about 76 percent of the budget. Also, health insurance, transportation costs, and other fixed costs are driving up the school department budget. They look at student needs first and foremost for the budget. She stated that some areas of special education that are escalating are

out-of-district tuitions which we budget annually at about 5 percent. This is budgeted early, but often the known tuition costs are not available until later in the spring. Specialized out-of-district transportation is also escalating. She stated that first and foremost we make sure our students are receiving what they are legally entitled to: free and appropriate education in the least restrictive environment. For some students that would be within the Franklin schools, for some students that would be an out-of-district placement. She stated that in terms of recognizing the fiscal climate, they have been doing some advocacy with our legislators to make sure they are aware of what is happening locally in Franklin in terms of these needs. ■Chairman Mercer noted that the end of their reserve funds must be near. What kind of impact do they see this having on next year's budget and beyond? ■Ms. Ahern stated the district has been strategically spending down its revolving accounts. Based on an auditor's report, it is recommended to keep a year's worth of revolving funds accessible. They are at a point now where they are spending the funds in the year they are needed. They do not want to dip any further into the accounts. So, in FY21 and FY22, they do not want to use any more from the revolving accounts than they currently are. ■Ms. Goodman stated they take in about \$4.6 million in revolving accounts on an annual basis and that is about where we are in terms of applying revolving funds. She said this FY20 budget involves about \$4.8 in revolving funds which is pretty much where we are. ■Chairman Mercer ask about enrollment and projections for the next few years. He noted the high school was opened with more than it was built for. ■Ms. Ahern stated the high school is at 1,750 students this year; they were at 1,780 last year. We are expected to stay stable at the high school next year with another 1,750 students; in FY21, we project low 1,700s range. We expect the enrollment decline seen in the elementary schools will work its way to the middle and high schools in FY22 and beyond. We could be in the 1,500 to 1,600 student range in the high school within the next 3 to 4 years. In terms of K-8, this year we were stable; we had been seeing decreases for a number of years. We are expecting a smaller kindergarten enrollment this year. The expansion of the Charter School has influenced this lesser enrollment in K-8 to a certain extent. ■Chairman Mercer asked for an update on where the School Committee stands on the Davis Thayer School. ■Ms. Bergen stated they have been looking at Davis Thayer based on the fiscal situation in Franklin and enrollment. There is a process, and as the School Committee, they will be looking at a Comprehensive Closing Study to gather data. She provided an overview of the items the study looks at. ■Mr. Casey asked about the social and emotional issues of students and the related costs. ■Ms. Ahern stated they have always been teaching children with social and emotional issues; it is what teachers do. She stated there seems to be renewed focus, expanded needs, and growing concerns in the social and emotional issues of children. She thinks there are many causes to point to. Some new research is coming out regarding the impact of technology on children and children's brains, as well as the ways in which technology has disrupted the social fabric and how to teach children to engage with people face to face. That is just one part of it. She thinks kids, as a result of technology, are dealing with increasingly sophisticated information at younger and younger ages due to exposure. There are also some changes in the social fabric of communities; schools are being seen more and more as social service agencies beyond instructional houses of academics. ■Mr. Dellorco asked about teaching about opioids in high school. ■Ms. Ahern stated they will still be discussing substance abuse prevention in middle school and high school. The substance abuse task force has some goals set for the coming years. They are continuing along the lines of prevention. ■Mr. Casey asked about money for social media campaigns to fight propaganda about vaping and Juuling. ■Ms. Ahern said she thought it would be a great idea. ■Mr. Jones discussed previous school budgets and noted the amount of increase in the past 10 years is over \$14.0 million. That is a tremendous amount of money and it is sad that it is not enough to meet the needs of our schools. ■Mr. Padula discussed that it is important for children to not go to bed hungry. He is glad there is help for this issue. ■Ms. Pellegrini thanked them for their budget and noted they had to make difficult cuts. She asked about class sizes. ■Ms. Ahern said class sizes will be within School Committee guidelines. There may be some classes in the high school that exceed the guidelines. There are some classes in the lower grades that may be in the teens. ■Mr. Earls asked about health insurance and transportation in regard to controlling those costs. ■Ms. Goodman mentioned they have worked to control health insurance costs over the years. She said special education transportation costs could be reimbursed as it is not currently funded through the Circuit Breaker funds. ■Chairman Mercer noted the high school was built for 1,650 students; that number was dictated by the state. The doors were opened at 1,775.

► Mr. Dellorco requested a Hold on Line Item 395: Norfolk Aggie Voc Ed Tuition. ■ Mr. Dellorco stated he just wanted the public to know about the Norfolk Aggie School. ■ Mr. Nutting stated they do not get the final number of how many students are going there until February, so it could change a lot.

► Chairman Mercer requested a Hold on Line Item 422: Department of Public Works. ■ Chairman Mercer asked for an explanation of the impact it will have to cut \$600,000 for roads from the budget. ■ Mr. Brutus Cantoreggi, Director of Public Works, stated that in last year's budget it was a supplemental item of \$600,000 to improve the roads. This year, the work that we have done so far was from the \$600,000 from last year. It will affect the overall maintenance program and how much gets done. We do a lot of preventative maintenance; we will be affected. ■ Chairman Mercer stated he thought it was important for the public to know that \$600,000 for roads would be cut from the budget. ■ Ms. Pellegrini stated she thinks it is a major error to delete \$600,000 from the budget to fix roads as citizens are always complaining that the roads are bad. She is opposed. ■ Chairman Mercer stated that to put the \$600,000 back in, the money would have to come from someplace else or lay off people. ■ Mr. Nutting stated that maybe next year with an override, this could maybe put back. He would hate to lay off employees. He does not know where the money is going to come from. He stated that previously they tried to embed \$600,000 a year for roads into the annual budget. We now have to eliminate it. He explained that only capital money was used to fix roads. ■ Mr. Cantoreggi talked about the Chapter 90 funds they receive and how he puts jobs out to bid. ■ Mr. Kelly clarified that although the \$600,000 was going to be removed from roads, the stormwater line replacement was going forward. ■ Mr. Nutting said the water replacement program could move forward as long as Chapter 90 money is received. ■ Mr. Cantoreggi discussed the loss of the \$600,000, the cost of road repairs, Chapter 90 money, and the water and sewer line replacement plans. ■ Mr. Casey asked about the stormwater lawsuit with the EPA. ■ Mr. Cantoreggi reviewed the lawsuit that is being done with numerous communities. They are in mediation right now. ■ Mr. Nutting reviewed that the EPA wants to put rules in place regarding stormwater which are very expensive. He stated the argument is that the regulations are overbearing and the timeline is too short to implement. Even if we win, there will still be a cost. ■ Chairman Mercer asked about the water conservation plan. ■ Mr. Cantoreggi stated the wells have recovered and the ground water is up. But we still have to go into the water conservation plan per the state requirement. He noted that when a street is narrowed, they do not get the same number of calls about people speeding down the streets. He reviewed some of the water saving methods they use such as rain gauges.

► Mr. Kelly requested a Hold on Line Item 610: Library. ■ Mr. Kelly asked if they were all done with everything. ■ Mr. Nutting said they are still waiting on the brick floor. He stated he thinks Ms. Oti is waiting for a slow time to do this. ■ Mr. D'Angelo stated they are getting pricing on it right now. He does not have a final time from Ms. Oti as to when her season gets busy. ■ Ms. Oti stated the season gets busy in June. So, if Mr. D'Angelo cannot get it done by June, it must be done in September. ■ Mr. D'Angelo confirmed it would be done in the fall.

► Mr. Earls requested a Hold on Line Item 710: Debt Service - Principal. ■ Mr. Earls asked Mr. Nutting to review this line item. ■ Mr. Nutting explained the debt service. According to the financial advisor, the Town has moderate debt. Most of the debt is level principal and declining interest. This helps to maintain the debt capacity. He said it is good to have debt; we want to keep reinvesting in the community.

► Mr. Earls requested a Hold on Line Item 910: Employee Benefits. ■ Mr. Earls noted that benefits are important to attract and maintain good employees for the Town. He asked for an overview of this line item. ■ Mr. Nutting stated that over \$5 million of the \$12 million is for the pension obligation that grows at \$.5 million per year. Health insurance is three-fold: for active employees, retired employees, and retired school employees. They work actively with all the Unions to provide fair and good plans. Health care costs are not really in the Town's control. There are other items included, but health insurance and pensions are the biggest drivers. He provided a review of how health insurance works for the Town. ■ Mr. Hellen reviewed how they go out to bid in the marketplace to get good rates. It is difficult to keep the numbers down.

► Mr. Jones stated that looking back to the 2010 appropriated budget, it has been about a \$3 million increase per year for the past 10 years. The Town is only allowed to assess 2.5 percent increase each year. Every single municipality is crippled by this as the average rate of inflation is 3.5 to 4 percent. We are not meeting the needs. He stated there are things that need to be addressed at the State level. Some politician need to say that we need to take a look at Prop 2 ½ and adjust it so that communities moving forward are not being continuously crippled falling further and further from the curve and not meeting the needs. It is terrible that we have to go to the community to ask them for an override to try to make up the difference. This should be fixed; 2.5 percent is not reasonable.

► Mr. Hellen, in response to Mr. Kelly's earlier question, stated that in Facilities there are 16 town custodians, 3 trades, 5 management, 1 part-time painter, and 36 school custodians for a total of 60 staff day-to-day and one part-time painter.

► **MOTION to Close the first FY 2020 Budget Hearing by Kelly. SECOND by Dellorco. No discussion. VOTE: Yes-9, No-0, Absent-0.**

► Chairman Mercer stated that any Town Council member who would like to hold or discuss an item at tomorrow night's budget meeting, please get it to him at the close of tonight's meeting to make sure the needed department heads will be here.

LEGISLATION FOR ACTION:

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

- a. *Resolution 19-34: Expenditure Limits for FY 2020 on Departmental Revolving Funds Established by Franklin Town Code Chapter 73, as provided in G.L. Chapter 44 Section 53E1/2, as Amended (Motion to Move Resolution 19-34 Majority Vote (5)).* ► ► **MOTION to Waive the reading by Padula. SECOND by Kelly. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.** ► **MOTION to Move Resolution 19-34: Expenditure Limits for FY 2020 on Departmental Revolving Funds Established by Franklin Town Code Chapter 73, as provided in G.L. Chapter 44 Section 53E1/2, as Amended by Kelly. SECOND by Dellorco. Discussion:** ► Mr. Nutting stated this is a requirement of law; it is done every year. We have to set up revolving accounts which allow the running of programs. ► **VOTE: Yes-9, No-0, Absent-0.**
- b. *Resolution 19-35: Compensation Plan, FY 2020 (Motion to Move Resolution 19-35 - Majority Vote (5)).* ► Mr. Jones read the resolution. ► **MOTION to Move Resolution 19-35: Compensation Plan, FY 2020 by Kelly. SECOND by Padula. Discussion:** ► Mr. Nutting stated that every year we bring this to the Town Council. It is not for an individual, it is to increase the plan. It is for 1.5 percent which is a little below the inflation level. It just keeps the Town in the marketplace as they try to attract and maintain their non-Union employees and part timers. ► **VOTE: Yes-9, No-0, Absent-0.**

TOWN ADMINISTRATOR'S REPORT: ► Mr. Nutting thanked the Garden Club and Downtown Partnership for the flowers in Downtown and in the Veterans' Memorial. The volunteers are awesome. He responded to the folks on their sidewalks and streets. He reviewed why he thinks the Town should stay the course. He said that as Mr. Cantoreggi stated, for a long time they have narrowed streets and removed sidewalks in subdivisions wherever possible as they do water main replacements. They have no knowledge of any emergency vehicle or bus issue or increase in accidents in any neighborhood completed. Narrow streets mean less money to maintain, plow and salt, and more water recharge and slower traffic. New subdivisions today are built with narrower roads and one sidewalk. He reviewed other neighborhood roads that are narrower and have one sidewalk. This is not out of the norm. He spoke with the town engineer about the cost to put the streets planned to be narrowed back to 38 ft. wide from the proposed 26 ft. We already went out to bid. He does not know how legally the project could be stopped, the street redesigned, and then started over; this would be a legal and financial issue. It is what we are doing everywhere else. It is a great plan. We are just taking the Town of Franklin's streets and making them smaller.

FUTURE AGENDA ITEMS: ► Ms. Pellegrini stated she would like a discussion on the CPA, Community Preservation Act.

COUNCIL COMMENTS: ► Ms. Hamblen thanked all the volunteers who helped beautify downtown Franklin. ► Ms. Hamblen, Mr. Casey, Mr. Dellorco, Mr. Jones and Chairman Mercer thanked everyone for the hard work they put into the budget. ► Mr. Dellorco, Mr. Earls, Mr. Jones, Mr. Kelly and Chairman Mercer gave condolences to Mr. Padula and his family for the passing of his uncle, John Padula, and praised Mr. John Padula for his life-long dedication to the community. ► Mr. Earls encouraged everyone to attend the Veterans' Breakfast and the Memorial Day Parade. ► Ms. Pellegrini noted that she had gone to the Charter School to read to the children and when discussing where students lived, found out that some children at the kindergarten could not identify their home address. She urged parents to encourage their children to learn their street address. ► Mr. Padula talked about the great and caring person his uncle, John Padula, was.

ADJOURN: ► **MOTION to Adjourn by Kelly. SECOND by Jones. No Discussion. ► VOTE: Yes-9, No-0, Absent-0. Meeting adjourned at 9:45 PM.**

Respectfully submitted,

Judith Lizardi
Recording Secretary

FRANKLIN TOWN COUNCIL
MINUTES OF MEETING
May 23, 2019

A meeting of the Town Council was held on Thursday, May 23, 2019, 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 Pellegri. Councilors absent: None. Administrative personnel in attendance: Jeffrey Nutting, Town Administrator; Jamie Hellen, Deputy Town Administrator; Mark Cerel, Town Attorney; Chrissy Whelton, Administrative Assistant.

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.

HEARINGS: FY 2020 Budget Hearing 7:10 PM

- a. *Voting Document*
- b. *FY 20 Budget Message*
- c. *FY 20 Town Administrator Proposed Budget*

► Chairman Mercer declared the second public hearing for the FY 2020 Budget open. He asked if any Town Council members had follow-up questions to any of the issues from last night. ► Mr. Earls noted the current cost saving efforts that the police and fire departments are undertaking and asked if there will be someone at the front desks of these departments 24/7. ► Mr. Nutting said there will be someone there 20/7 at the police station and no personnel at the fire department as it has a kiosk with a phone if no one is at the station. Usually administration is available at the fire department during the day. ► Chairman Mercer opened the meeting to public comments on the FY20 budget. ► Mr. Christopher Brady, 36 Kimberlee Avenue, thanked all elected officials who serve without pay. He thanked the community of school and municipal employees who work for Franklin. He stated the state tax receipts are over \$1 billion more than last year and unemployment is lower than it has been since the 1960s; the stock market is soaring. But, here in Franklin, we are laying off teachers, increasing fees, and charging students to park in spaces already paid for by taxpayers. How did we let this situation get so far and how did we get here? We need to step up this year to stop the school funding crisis. He explained how the state is responsible for this and reviewed the budget formula. He discussed how state officials keep talking about school funding reform each year, but it does not happen. He discussed the antiquated Charter School funding formula. He expressed concern that citizens were not told exactly what cuts and fee increases were going to happen. He stated the Town and Schools need to step up this year with an override to stop the school funding crisis, and he asked when the community will step up and support an override to help Franklin stop the school funding crisis. He encouraged citizens to contact their legislators regarding school funding. He stated an override is needed now to fix the budget crisis in Franklin. ► Chairman Mercer responded with a review of the budget process. He stated that preliminary numbers are not even received until January or February. In answer to not knowing what the schools are going to cut, he stated they were looking at cuts and what they might have to do as soon as they had an idea of what the numbers were. The process is a good process; it has been going on for the last six months. Every meeting is an open and public meeting. We have tried hard to make the public aware of the budget process and the budget shortfalls that we are/are not anticipating. Regarding the Charter School formula, the moment the information was received, the School Committee looked at what they needed to do; they had many open meetings regarding those items. He stated he hears Mr. Brady's concerns, but even at this moment they do not have the final Chapter 70 money numbers.

► **MOTION to Close the second FY 2020 Budget Hearing by Kelly. SECOND by Dellorco. No discussion. VOTE: Yes-9, No-0, Absent-0.**

LEGISLATION FOR ACTION:

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

- a. **Resolution 19-32: Adoption of FY 2020 Budget (Motion to Move Resolution 19-32 - Two-Thirds Majority Vote (6)).** ► Mr. Jones read the resolution. ► **MOTION to Move Resolution 19-32: Adoption of FY 2020 Budget 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; Pellegrini-YES. ► **VOTE: Yes-9, No-0, Absent-0.**

Mr. Jones recused himself.

- b. **Resolution 19-33: Amendment to FY 2020 Budget (Motion to Move Resolution 19-33 - Majority Vote (5)).** ► Vice Chair Kelly read the resolution. ► **MOTION to Move Resolution 19-33: Amendment to FY 2020 Budget by Padula. SECOND by Dellorco. No Discussion.** ► **ROLL CALL VOTE:** Casey-YES; Dellorco-YES; Hamblen-YES; Kelly-YES; Earls-YES; Mercer-YES; Padula-YES; Pellegrini-YES. ► **VOTE: Yes-8, No-0, Absent-0.**

Mr. Jones re-entered the meeting.

TOWN ADMINISTRATOR'S REPORT: ► Mr. Nutting provided his final Town Administrator's report as he is retiring. He stated he prepared some remarks and read from his notes. He stated he has never cared about the credit, but he has cared deeply about making Franklin a better place to live for the past 18 years. He thanked many people and stated it has been an honor to work for Franklin. He reviewed the importance of customer service. He mentioned that with all the Town Councils he has worked with, the goal was to always make Franklin better. He stated he is not about the process, but about results. He reviewed some of the great accomplishments that have gotten done in the Town. He noted the great Veterans' Memorials which remind people of how lucky they are to live in this great country and great community; he encouraged people to never forget. He reviewed how each Town Council has done a great job and how all the unpaid volunteers have a mission to make Franklin better. He thanked the great employees of the Town. He stated the only constant in life is change. He has loved his job but it is time to move over for the next generation to meet the challenges of tomorrow. He knows Mr. Hellen and the entire staff will do a great job to serve the community for years to come. It has been an honor and a pleasure to serve the citizens of Franklin and he wished everyone all the best. ► Mr. Hellen read from his prepared remarks. He thanked Mr. Nutting for being a great mentor and friend. He thanked the Town Council for their trust in appointing him as the Town Administrator. He said the citizens have the best staff in any community in the state; it is an incredible community. He looks forward to working with the community. He will work tirelessly to make sure this community runs the way the citizens expect. He stated he loves coming to work every day. The staff is so dedicated. He again thanked the Town Council for the opportunity. ► Representative Jeff Roy stated it has been a privilege to work with Mr. Nutting. He read a House of Representatives Resolution which he explained is a piece of legislation they have to file and take to the floor of the House. He congratulated Mr. Nutting on his retirement as the Town Administrator and reviewed his past working history and background in the Commonwealth. He wished him much future success. ► Mr. Nutting thanked Rep. Roy. ► On behalf of Senator Spilka, her representative read a Resolution from the Senate to recognize Mr. Nutting for the great job he has done for Franklin. He noted how much Mr. Nutting is respected throughout the Commonwealth. He congratulated Mr. Nutting on his retirement. ► Mr. Nutting thanked Senator Spilka for all her help for Franklin.

COUNCIL COMMENTS: ► Mr. Earls recommended that in the future they look at how the items are assessed for the IT budget and perhaps organize them differently. He thanked Mr. Nutting for the good job he has done. ► Ms. Pellegrini stated Mr. Nutting was one of the top town administrators she has had the

pleasure of working with. She wished him the best of health and happiness. ► Mr. Padula thanked Mr. Nutting for his professionalism, work ethic, and integrity. He stated people emulate Franklin. He thanked Mr. Nutting for making a big difference in the community. He mentioned his uncle, John Padula, and thanked him for all he did throughout his life and the significant impact his uncle made on his life and the community. ► Ms. Hamblen stated she has worked with Mr. Nutting as both a citizen and as a Town Councilor. She thanked him for all he has done and all he has taught her. She encouraged people to get involved in town government. ► Mr. Casey thanked Mr. Nutting for all his knowledge and hard work for Franklin. ► Mr. Dellorco thanked Mr. Nutting for all he has taught him and for how hard he has worked for the Town; enjoy retirement. ► Mr. Jones thanked Mr. Nutting for his 18 years as the Town Administrator. He stated that Mr. Nutting is a true leader with passion and strength, and he is well respected for the work he does. He thanked Mr. Nutting for all his hard work for the community. ► Mr. Kelly stated Mr. Nutting is a leader of leaders. He made Franklin an amazing place to live. It has been a pleasure to work with Mr. Nutting and he will be missed. He thanked him for being a fantastic friend and running this wonderful community. ► Chairman Mercer thanked Mr. Nutting for his past 18 years of guidance, leadership, and accomplishments. He thanked him for his dedicated, hardworking and positive service to the Town of Franklin. He stated that he hopes he enjoys his retirement. He wished Mr. Nutting a happy retirement and the best of everything.

ADJOURN: ► MOTION to Adjourn by Padula. SECOND by Dellorco. No Discussion. ► VOTE: Yes-9, No-0, Absent-0. Meeting adjourned at 7:53 PM.

Respectfully submitted,

Judith Lizardi
Recording Secretary

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

Memorandum

June 21, 2019

To: Town Council
From: Jamie Hellen, Town Administrator

Re: Annual Appointments

The following is a list of the annual appointments to Boards and Committees by the Town Administrator under Town Charter provision Article 4 Section 2 Part 4-2-5

Please note, I have also included new appointments on this list and are designated by "New Appointment".

I am happy to answer any questions you may have.

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

APPOINTED COMMITTEE MEMBERS

June 2019

The Town Administrator has appointed the following individuals to serve to boards and committees:

Agricultural Commission 3-year term (5 members)

Linda Noel	555 Lincoln Street	June 30, 2022
Carly Fisher	444 Lincoln Street	June 30, 2022

Board of Registrars 3-year term (4 members)

Christine Manns	18 Dover Circle	June 30, 2022
Helen Reebenacker	69 Highbank Road	June 30, 2022

Charles River Pollution Control District 3-year term (3 members)

David Formato	13 Town Line Road	June 30, 2022
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Conservation Committee 3-year term (7 members)

Paul Harrington	18 Ray Hill	June 30, 2022
Jeffrey Livingstone	68 Daniels Street	June 30, 2022

Council on Aging -3-year term (9 members)

Ken Norman	18 Daniels Street	June 30, 2022
Faith Flaherty	13 Glenn Drive	June 30, 2022
Mary Hick	15 Flynn Road	June 30, 2022
Suzanne Wade	25 Central Park Terrace	June 30, 2022

Cultural Council 3-year term (9 members) (limit to 2 consecutive terms)

Sarah Cronin	130 Cottage Street	June 30, 2022 (New Appointment)
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Cultural District 3-year term (7 members)

John LoPresti	109 Jefferson Road	June 30, 2022
Pandora Carlucci	1 Toni Lane	June 30, 2022
James Barrett	733 King Street	June 30, 2020 (New Appointment)

Design Review Commission 3-year term (5 members)

Melissa DeVito	837 Washington Street	June 30, 2022
Ralph Niemi	14 Jefferson Road	June 30, 2022

Associate Members 3-year term

James Bartro	99 Pine Street	June 30, 2022
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Finance Committee 3-year term (9 members)

William Dowd	65 Pine Ridge Drive	June 30, 2022
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Franklin Disability Commission 3-year term (7 members)

Mary O'Neill	102 Beaver Street P.O. Box 156	June 30, 2022
Karen Gordon	55 Dean Ave Apt. 1	June 30, 2022
Martha Murray	10 Sahilin Circle	June 30, 2022

Historical Commission 3-year term (7 members)

Richard Remillard	81 Washington Street	June 30, 2022
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Housing Authority 5-year term (5 members)

Christopher Feeley	5 Taft Drive	June 30, 2022
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Municipal Affordable Housing Trust Fund Committee 1-year term

Judith Pond Pfeffer	37 Arlington Street	June 30, 2022
Mary Anne Bertone	17 Grey Wolf Drive	June 30, 2022
Christopher Vericker	63 Dean Avenue	June 30, 2022
Maxine Kinhart	Municipal Building	June 30, 2022
Christopher Feeley	5 Taft Drive	June 30, 2022 (New Appointment)
Robert Keras	547 Union Street	June 30, 2022

Norfolk County Advisory Board 1-year term

Peter Padula	14 Fort Apache Drive	June 30, 2022
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Recreation Advisory Board -3 year term

Larry Pollard	155 Summer Street	June 30, 2022
Mark Eccher	34 Baron Road	June 30, 2022

Tri-County Regional Vocational Technical School Committee 3-year term

Robert Vozella	355 Union Street	June 30, 2022
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Zoning Board of Appeal 3-year term

Bruce Hunchard	496 Summer Street	June 30, 2022
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Motion to Ratify the Annual appointments to the following boards and commissions.

DATED: _____, 2019

VOTED:

UNANIMOUS _____

YES _____ NO _____

A True Record Attest:

ABSTAIN _____

ABSENT _____

RECUSED _____

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council



Town of Franklin MA

355 East Central Street

Franklin, MA 02038

Phone: 508-520-4949

Volunteer Form

Good Government Starts with You

Date Submitted: June 12, 2019

Name: Sarah E Cronin

Home Address: 130 Cottage St
FRANKLIN, MA 02038

Mailing Address: 130 Cottage St
FRANKLIN, MA 02038

Phone Number(s):

Email Address:

Current Occupation/Employer: Dana Hall School

Narrative: I have a degree in music and have been an arts administrator for over a decade, planning successful events at venues in Boston, MA and Hartford, CT. I would be honored to devote my nights and weekends to helping enrich the cultural landscape in Franklin.

Board(s) / Committee(s): Franklin Cultural Council



Town of Franklin MA

355 East Central Street

Franklin, MA 02038

Phone: 508-520-4949

Volunteer Form

Good Government Starts with You

Date Submitted: June 7, 2019

Name: James H Barrett

Home Address: 733 King Street
FRANKLIN, MA 02038

Mailing Address: 733 King Street
FRANKLIN, MA 02038

Phone Number(s):

Email Address:

Current Occupation/Employer: Music Educator/Franklin Public Schools

Narrative: I'm available many evenings and some weekends. I've been teaching music in Franklin for 20 years and have been performing here for just as many. My full bio can be found at my school blog: <http://musicwithmrbarrett.blogspot.com/>

Board(s) / Committee(s): CULTURAL DISTRICT COMMITTEE



APPOINTMENTS:

Election Workers

The Town Clerk has submitted the attached names to be appointed as Election Workers for the upcoming 2019 local election.

MOTION to ratify the appointment by the Town Administrator of the attached Election Workers as requested by the Town Clerk.

DATED: _____, 2019

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: ____ NO: ____

ABSTAIN: ____ ABSENT: ____

RECUSED: _____

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Election Workers to be reappointed**2019**

Adams, Joyce	McCafferey, Lesley
Bissanti, Anne M.	Malonson, Jayne
Brown, R. Bruce	Martin, Elizabeth
Burnard, Eileen	Minkle, Connie
Caribardi, Faye	Mallow- Guiliani, Maureen
Carrachino, Valarie	Moore, Susan
Carrano, Theresa	Pasquantonio, Joanne
Coughlin, Paula	Pederson, Joyce
Crowley, Steven	Picard, Betty
Cussen, Joan	Pisani, Barbara
D'Alessanso, Janice	Pisani, Joyce
D'Amico, Lois	Rautenberg, Loretta
D'Errico, Mary	Renkas, Paula
DeMelle, Nancy	Repeta, Charles
Gelineau, Gloria	Ronbingson, Lesley
Gentili, Jean	Rondeau, Barbara
Ghiringhelli, Mona	Santoro, Patricia
Gleichauf, Cynthia	Semerjian, Lucy
Halterman, Janet	Shanahan, Joanne
Harrigan, Mary	Shumway, Amy
Hartley-Lowd, Diane	Smith, Joanne
Howe, Steve	Staniscia, Sheila
Hutchinson, Joyce	Tolman, Elaine
Hynes, Judy	Tomaino, Richard
Ipacs, Carol	Tomaino, Theresa
Kelley, Linda	Verrochi, Jill
Kelley, William	Vozzella, Louise
Kelly, Barbara	Wright, Joanne
Kenney, Sandra	Zatkowski, Deborah
Lane, Margie	



THE 4TH OF JULY CELEBRATION MORE FOOD! MORE FUN!

Dear Franklin Resident,

The 4th of July celebration returns to Franklin. We rely on contributions to pay for the fireworks and the entertainment. This year's schedule is highlighted on the reverse side of this page and is available with up to date information on our website: www.franklin4th.com.

PLEASE HELP US KEEP THE CELEBRATION GOING. MAKE YOUR TAX-DEDUCTIBLE DONATION:

Through Our Website

- Visit www.franklin4th.com
- Click on the Donate Now Button
- Provide your Donation Details
- Click "Submit"

By Check or Money Order payable to:

Franklin July 4th Coalition
c/o DEAN BANK
P.O. Box 307
Franklin, MA 02038

Please consider a donation of \$25 or an amount that you can afford. DO NOT SEND CASH.

We would like to thank our many sponsors, including:

Platinum Sponsors: Amica Insurance, Dean Bank, Dean College, Fiesta Shows, First Class Marble and Granite and Garelick Farms

Gold Sponsors: Charles F. Oteri & Son - Franklin Funeral Home, Daddario Hardware & Supply, D.G. Ranieri Real Estate, Fenton Financial Group, Grove Street Towing and Tire, Keefe Insurance, Vendetti Motors and Vet Med Pet Supplies

Silver Sponsors: Allegra Printing, Bellezza Day Spa, Crescent Street Printing, Elizabeth's Bagels, Franklin Agway, Franklin Glass, Franklin Party Rentals, George's Oil, Hillside Nurseries, Jimmy D's, Kelly's Landscaping, Rail Good Coffee, Simon's Furniture, The Dance Studio and Union Street Wines & Liquors

Are you a high school student that needs volunteer hours? Please contact us.

We hope to see you on the town common and we thank you in advance for your support.

Sincerely,

Franklin July 4th Coalition, Inc.
P.O. Box 152
Franklin, MA 02038
www.franklin4th.com

Mr. Paul Kortick (co-chair)
E-mail: pkjuly4th@gmail.com
Mr. Joe Carmignani (co-chair)
E-mail: jcjuly4th@gmail.com

Name: _____

Address: _____

E-mail Address: _____

Tax-Deductible Amount enclosed: \$20 \$50 \$100 Other \$ _____

SCHEDULE OF EVENTS ON THE TOWN COMMON

Wednesday, July 3

- 6-10pm: Rides and food booths open (*WRIST BANDS FROM 6-10PM - \$30*)
- 7-10pm: Backyard Swagger Band (a high energy country rock cover band)

Thursday, July 4

- 12-10pm: Rides and food booths open (*WRIST BANDS FROM 12-5PM - \$30*)
- 3-5pm: Hot Tamale Brass Band (an exciting excursion into New Orleans Dixieland jazz)
- 5-6pm: Matt Zajac (solo acoustic)
- 7-10pm: ZOD Band (a fusion of high energy rock and heavy funk)

Friday, July 5th

- 6-10pm: Rides and food booths open
- 6-7pm: Jamie Barrett (solo acoustic)
- 7-10pm: Groove Doctors (a seven piece rock-soul-blues-funk whirlwind)

Saturday, July 6th

- 11am: Adult Road Race (5k) / check-in at 10am at the Gazebo
- 11:45am: Children's Road Race (1.2m) / registration & check-in at 10:30 am at the Gazebo
Races sponsored by the Franklin Recreation Department. Sign-up for the Adult race through RaceWire (<https://my.racewire.com>) and for the Children's Road Race through the Recreation website.
- 12-10pm: Rides and food booths open (*WRIST BANDS FROM 12-5PM - \$30*)
- 12:30pm: Children's Bike Parade (*sponsored by the Franklin Lions Club*)
- 1-3pm: Flippo the Clown
- 4-6pm: DJ Mike Rutkowski
- 7-10pm: Duppy Conquerors (a Bob Marley tribute band)
- 10pm: FIREWORKS / Franklin High School

Sunday, July 7th

- 12-5pm: Rides and food booths open (*WRIST BANDS FROM 12-5PM - \$30*)
- 3-4:30pm: Sam Woolf, 2014 American Idol finalist (solo acoustic)

Food Booths (*sponsored by various non-profit organizations in Franklin*):

Democratic Party – Pizza and water

Franklin July 4th Coalition – Soda, seltzer water, Gatorade, ice cream and a 50/50 raffle

Republican Party – Corn dogs, nachos, watermelon and root beer floats

Rod & Gun Club – Fried dough and French fries

Rotary Club – Sausages, peppers and onions

Temple Etz Chaim – Soft pretzels, fresh squeezed lemonade and a raffle board

For the latest updates to our Schedule of Events please visit www.franklin4th.com



TOWN OF FRANKLIN

RESOLUTION 19-41

Acceptance of Gift – Police Department

WHEREAS,

The Franklin Police Department has received a generous donation of \$7,004.13 from the Franklin Blue Coat Club to be used at the discretion of the Franklin Police Department toward any public event or items it may need at any given time.

NOW THEREFORE, BE IT RESOLVED THAT:

The Town Council of the Town of Franklin on behalf of the Franklin Police Department gratefully accepts this generous donation to be used by the Franklin Police Department to be used at the discretion of the department toward any public events or items it may need at any given time.

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

DATED: _____, 2019

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

Memorandum

June 21, 2019

To: Town Council
From: Jamie Hellen, Town Administrator

Re: FY19 Budget Transfers

As the Town staff close out the fiscal year, we request the Council approved a few minor transfers in the budget to close out certain accounts. It's important to note departments have done a great job managing their budgets with so few requested transfers for unexpected costs.

- ZBA expenses were \$3,000 over budget due to legal advertising.
- HR Expenses were \$15,000 over budget due to the unexpected retirement of the Fire Chief and required expenses for Assessment Center, background check, etc,
- Fire Department were \$35,000 over budget in expenses

The line item we are transferring from is Liability Insurance. The reason this line item is under budget is due to the excellent performance of our departments to provide proper training, reduce workers comp claims and workplace injuries, which saved almost \$70,000 in this last year. We stand committed every year through our Safety Committee to maximize the rewards potential to save injuries, accidents and save funds.



TOWN OF FRANKLIN

RESOLUTION NO.: 19-42

APPROPRIATION: Appropriation Transfers FY19

PURPOSE: to transfer FY19 appropriations to cover unanticipated shortfalls as follows:

Sources:

01910200 Employee Benefits Expense \$ 53,000

Uses:

01176200 ZBA Expenses \$ 3,000

01152200 Human Resources Expenses \$ 15,000

01220200 Fire Expenses \$ 35,000

\$ 53,000

MOTION

Be It Moved and Voted by the Town Council that the sum of Fifty-Three Thousand Dollars (\$53,000) be transferred from the Employee Benefits Expense accounts to the above named Expense accounts in the amounts so stated prior to June 30th 2019.

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

DATED: _____, 2019

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: ____ NO: ____

ABSTAIN: ____ ABSENT: ____

RECUSED: _____

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

Memorandum

June 21, 2019

To: Capital Subcommittee & Town Council
From: Jamie Hellen, Town Administrator

Re: **FY19 Capital Plan Proposal Round 2**

After the winter snow season has come to a close, the Town has \$692,000 left in free cash to appropriate. Based on the requests made this year and a few other odds and ends that have come up, which need immediate attention, the following is the recommended appropriations. The full Council will be considering these recommendations later this evening.

1. **\$448,000 for Roads & Infrastructure.** As we all know, the Town has a \$40 million backlog of road work and we the Town had to cut funds in this year's operating budget and hope to get that back in for FY21. I will have another request later this year to appropriate the hotel revenue to continue to help on roads.
2. **\$24,000 for the Old South Church Study.** This money will be used for historic preservation consultants to evaluate the cost to fully renovate and bring up to code the Old South Church.
3. **\$100,000 for Public Safety Communications Infrastructure.** Verizon informed us earlier this year they are replacing all of the copper wires in Town that helped our public safety officials communicate via handheld radio to communicate on scene to the station. Staff spent the last several months meeting with Verizon and our consultants to develop a long-range game plan for coverage townwide. We are using \$87,000 in previously authorized capital funds for the Fire Department for these purposes, \$100,000 from the rebate from the MECC being delayed and this free cash appropriation to complete Phase I and Phase II. See attached plan for details.
4. **\$100,000 wage settlement account.** This is a rare and one-time request to help pay for anticipated contractual obligations, retirements, and departmental reorganizations that will occur in the next six months.
5. **\$20,000 - Beaver Street recycling center.** This the start of the land swap with the state. Funds will be used for various state requirements to swap the property, including environmental assessments, legal fees, surveys and appraisals over the next couple years.



TOWN OF FRANKLIN

RESOLUTION NO.: 19-43

APPROPRIATION: FY19 Capital Plan Round 2

TOTAL REQUESTED: \$ 492,000

PURPOSE: To appropriate funds for the 2019 Capital Plan Round 2:

Roads and Infrastructure	\$ 448,000
(including but not limited to design, engineering, pavement reconstruction, sidewalk and parking lot construction, drainage installation and ancillary grading and landscaping)	
Old South Church Study	\$ 24,000
Beaver Street Recycling Center	\$ 20,000
	\$ 492,000

Be It Moved and Voted by the Town Council that the sum of Four Hundred and Ninety-Two Thousand Dollars (\$492,000) be transferred from Free Cash for the FY2019 Round 2 Capital Plan as outlined above to be expended at the discretion of the Town Administrator and to include any residual funds remaining in line items.

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

DATED: _____, 2019

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: ____ NO: ____

ABSTAIN: ____ ABSENT: ____

RECUSED: _____

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council



AGREEMENT FOR CONSULTING SERVICES

between
CBI Consulting, LLC
and
Town of Franklin

May 30, 2019

Michael D'Angelo
Director of Public Facilities
Town of Franklin
355 East Center Street
Franklin, MA 02038

Tel: (508) 889 3503
Email: dangelom@franklinps.net

Proj: South Franklin Congregational Meeting House Peer Review
Re: Agreement for Consulting Services

CBI Proposal No.: P190879

Dear Mr. D'Angelo:

CBI Consulting, LLC (CBI), a Vidaris company, is pleased to present the following fee proposal for architectural and engineering consulting services associated with the South Franklin Congregational Meeting House in Franklin, MA.

It is our understanding that the project is being undertaken in order to plan for the future reuse of the existing South Franklin Congregational Meeting House, which includes, but is not limited to, CBI performing a peer review of the previous study by CIVITECTS in May 2015.

CBI will review the CIVITECTS study, conduct a visual review of the existing building, include an additional hazardous materials report to supplement the study, and prepare recommendations with an updated cost estimate. All of the work will be performed with the understanding that the building will no longer be used as an assembly space, and that repairs will be completed by the Town of Franklin prior to sale, which requires the application of prevailing wage rates in the cost estimate.

We propose to provide Architectural, Historical, and Structural Engineering services in-house, and to engage subconsultants who specialize in other tasks required of the work, including NV5 (formerly RDK) for Mechanical, Electrical, Plumbing and Fire Protection Engineering; FLI Environmental Inc. (FLI) for Hazardous Materials Testing; Code Red Consultants (Code Red) for code consulting; and PM&C for cost estimating.

Our work will include the following tasks and deliverables:

Peer Review

CBI, NV5, and FLI will visit the site and conduct a visual inspection of the building from the ground. FLI will conduct hazardous material testing of accessible areas of the building.



Page 2
 South Franklin Congregational Meeting House Peer Review
 Agreement for Consulting Services
 CBI Proposal No.: P190879
 May 30, 2019

CBI will subsequently perform a peer review of the existing study by CIVITECTS and will provide comments and recommendations with regards to Architectural, Historical, Structural and accessibility upgrades with the code support from Code Red.

NV5 will update their previous study to reflect changes in code requirements since 2015.

CBI and our subconsultants will prepare a Summary of Findings and Recommendations, which will include photographs and an updated cost estimate.

CBI, NV5, and FLI have included one (1) site visit each under this phase. CBI has also included one (1) meeting with the Town to discuss our findings.

FEE: CBI can perform these tasks for a lump sum price of **\$23,700** broken down as follows:

Architectural, Historical, Structural and Project Management (CBI)	\$11,934
MEP and Fire Protection (NV5)	\$3,516
Code Consulting (Code Red)*	\$3,300
Cost Estimating (PM&C)	\$2,200
FLI Environmental Inc. (FLI)	\$2,750

**Code Red's fee includes code assistance only. This fee does not include a Code Report and/or site visit(s) by Code Red. If necessary, Code Red will perform site visit(s) on a time and materials basis with an hourly rate of \$180/hour.*

SCHEDULE: The following schedule is based on CBI's start date on or before June 11, 2019.

<u>Site Survey</u>	by June 31, 2019
<u>Recommendations + Hazmat</u>	by July 31, 2019
<u>Estimate</u>	by August 15, 2019

REIMBURSABLE EXPENSES: Miscellaneous and out of pocket expenses such as travel, printing, photographs, and testing are included in the fee.

EXCLUSIONS: The following items are excluded from the fee:

1. Exploratory Investigations and Contractor Assistance. (*Roof Test Cuts, Masonry Test Cuts, Concrete Cores, Test Pits, Window Removal, Excavation, etc.*)
2. Additional Meetings and Site Visits: Additional Reimbursable Meetings performed by CBI at the Town's request will be charged \$1,000 per meeting, which includes the Project Manager for one (1) half-day onsite.
3. Plans, Details, and Specifications for Repair
4. Architectural Design
5. Structural Engineering



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6. Civil Engineering
7. Landscape Architecture
8. Land Surveying
9. Geotechnical Engineering
10. Sampling above and beyond FLI's proposed quantities

EXISTING PLANS

The fee assumes that existing blueprints and as-built plans of the building are not available.

The attached Conditions of Engagement apply. We are prepared to begin at your direction, with signature below, and anticipate that the site visit can be completed in one (1) month after signed Contract, and deliverables completed in two (2) months after signed Contract.

Any action subsequent to the project scope will be under separate agreement.

CONDITIONS OF ENGAGEMENT

Services provided under this Agreement by CBI Consulting, LLC, ("CBI" or "Consultant") are subject to the following Conditions of Engagement. Acceptance and use of any work-product prepared by CBI or to the extent CBI performs any services in connection with the Project at the verbal or written direction of the Client, indicates the Client's acceptance of all of the terms set forth in the Conditions of Engagement and this proposal (together shall constitute the "Agreement").

PAYMENT

1. Budget fee estimates are based on CBI's projected work schedule. All work will be charged according to actual hours performed and pursuant to the rate schedule included in this Agreement. Although we have attempted to provide a directionally accurate estimate based upon information provided to us, the actual amount invoiced and that the Client is responsible for paying to CBI for the work could be higher or lower than the estimate. Client agrees to pay CBI for its services in connection with this Agreement.
2. All budget fee estimates are exclusive of reimbursable expenses, as described below.
3. Budget fee estimates do not include an allowance for meetings except where specifically noted in the scope of services.
4. The budget fee estimate value assumes that the Project continues based on the schedule listed in this Agreement, without significant interruptions or deviations. If any phase of the Project is stopped and then re-started after more than six (6) months, CBI may increase its rates, estimates, or staffing to include the work needed for re-starting the Project.
5. Invoices will be issued monthly and are due upon receipt. After thirty (30) days, 1½% per month late fee will be charged. CBI reserves the right to stop work on projects where invoices remain unpaid for over sixty (60) days. Collection fees, if required will be charged to the Client. CBI reserves the right to suspend work, withhold the work product, or withhold signature on shop drawings, submittals, building department affidavits, or final approvals, if payments are not made in accordance with the contract. CBI shall not incur any penalty, or be liable for any damages resulting from its suspension of its services or its withholding of its work-product pursuant to this provision. To the fullest extent permitted by law Owner shall defend, indemnify and hold CBI harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by or incurred in connection with CBI's suspension of work or withholding of work product or signature pursuant to this section. Collection fees, including attorney's fees, if required, will be charged to the Client.
6. Reimbursable expenses are all expenses incurred by CBI in connection with this Project on behalf of the Client and will be marked up 15%. Reimbursable Expenses include, but are not limited to travel (portal to portal), long distance telephone charges, IT services, courier service, blue prints, and other reproduction costs. All air travel, if approved in advance by the Owner in writing, will be in business class.



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7. To the extent the Project incurs delays, CBI may require an adjustment to our level of effort, hourly rate, and/or fee and will communicate any such adjustment in the form of a change order request and Client agrees that approval of such change order request shall not be unreasonably withheld.
8. Payment to CBI is not contingent on the performance of the contractor. Holding payments to CBI in response to contractor non-performance is a breach of contract.
9. For all residential clients, payment in full is due to CBI before the final work product will be released by CBI to the Client.

EXCLUSIONS & CONDITIONS

1. The sole beneficiaries of this Agreement and the services to be provided hereunder are the parties hereto. This Agreement is not intended and shall not be deemed to confer any benefit or rights upon persons or entities other than the parties hereto.
2. CBI will not be responsible for coordination of the construction work.
3. Equipment required to gain access to the interior and exterior areas to be monitored or reviewed, such as, but not limited to, ladders, scaffold and lift operator, will be provided by the Client at its expense. Access and coordination are the responsibility of the Client.
4. CBI will use prescriptive Building Code requirements (unless provided with more stringent requirements and those requirements associated values by the Client) as the basis for performing consulting and/or monitoring services contained within this proposal.
5. All documents necessary to CBI's performance of its services under this Agreement, will be supplied by the Client.
6. Laboratory and/or jobsite testing services, unless specifically noted in the scope of services in this proposal, are not included. If needed, CBI can provide an additional proposal for these services.
7. The Client will give five (5) business days prior written notice to CBI before all monitoring, meetings, job site visits as well as prior to the commencement of each task and/or Scope of Services item.
8. CBI will not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, or for the failure of the Contractor, subcontractors, or any other person performing any of the Work, to carry out the Work in accordance with the Contract Documents. If CBI has knowledge of such failures it shall inform the Client.
9. Captions and titles of the different sections of this Agreement are solely for reference and are not considered as substantive parts of this Agreement.
10. To the extent CBI performs contract administration or inspection services under this Agreement, whether in a fabrication facility (e.g. "shop"), at a mockup, or at the site, those services provided by CBI hereunder are visual observations of readily accessible areas and systems. Latent or concealed defects which are not readily accessible or visible or conditions or defects which could not be evaluated without using destructive testing methods (by way of example, but not limited to, opening of column enclosures, opening of walls, roofs, or opening of ceilings) are not reviewed and are not the responsibility of CBI. With regard to monitoring elements which can be observed only when the walls are open (e.g., fire safing), the Client will have the sole responsibility of coordination between parties and of providing adequate notification to CBI as to when the observations can be made before the wall or construction assembly is closed. If it becomes necessary for the wall or the construction assembly to be reopened in order to allow for CBI's observation, such as for fire safing, the Client will be responsible for all associated costs.
11. All pedestrian safety, fall protection, overhead protection, fabrication, and Project site safety are the sole responsibility of the Client or others, and not CBI.
12. No warranties or guarantees of any nature are expressed nor are any to be implied by CBI. Any and all actions taken and/or decisions made as a result of any recommendation and/or services provided by CBI shall be at the entire risk and obligation of the Client.
13. CBI's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by consultants performing similar services in the same locality, at projects of similar size and scope, and under the same or similar circumstances and conditions.
14. Any estimates of construction or other costs prepared by CBI will be based on the information then available to CBI. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. To the extent CBI has identified with particularity, in its scope of services, that it will provide consulting services in connection with an estimate of construction, the scope and budget estimate value for that work are as specifically set forth in this



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Agreement. Any services not specifically identified in the scope of services related to estimates of construction is excluded from this Agreement.

15. The Consultant will retain all samples removed from the Project site for ninety (90) days. After ninety (90) days, the samples will be disposed of unless the Client requests these samples in writing.
16. Client agrees to provide CBI with all of the information, plans and changes in plans, and new information that Client possesses that may materially affect the delivery of CBI's services. Client agrees to indemnify and hold CBI harmless from all claims, damages, losses, and related expenses involving information of which Client had knowledge but did not timely call to CBI's attention or correctly show on plans furnished to CBI.
17. The Client will provide the right of entry to the Project site and any other property necessary for the CBI, its sub-consultants, and all necessary equipment in order to complete the work. The Consultant and its sub-consultants will take reasonable precautions to minimize damage to the property. However, the Client understands that in the normal course of work some damage, such as interior damage from exploratory demolition or water testing, may occur. The Consultant and its sub-consultants will make a reasonable effort to avoid damage but the correction shall not become the obligation of the Consultant or its sub-consultants.
18. CBI's designs (if any), specifications, reports, notes, calculations, and other written or electronic documents (the "Work Product") are instruments of our service for this Project only. The Work Product may be used only for the purposes disclosed to us. The Client may not use or transfer the Work Product to others for a purpose for which they were not prepared without CBI's prior written approval. Client agrees to indemnify CBI for loss caused by any unauthorized use of CBI's work-product. Use of the Work Product for any other projects site or use is solely at the Client's risk and client recognizes that to do so would be hazardous. To the fullest extent permissible by law the Client shall indemnify defend and hold harmless CBI for any and all consequences, damages, including third party claims as a result of or incurred in connection with the unauthorized use of the Work Product.

MISCELLANEOUS TERMS

1. Hazardous and Toxic Materials: CBI shall have no responsibility for the discovery, removal, diagnosing and otherwise preventing the formation of, or protecting against hazardous and toxic materials, organisms and substances at the Project. The Client or Owner shall bring no claim against CBI relating to the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project. To the fullest extent permissible by law the Client or Owner shall indemnify, defend and hold harmless CBI from and against any and all claims, causes or action, damages, losses, liabilities and expenses, including but not limited to attorney's fees, insurance deductibles, and any costs associated with delays, arising out of the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project site.
2. Arbitration: All claims, disputes or matters in controversy relating to this Agreement (however characterized) shall be resolved by through binding arbitration administered by the American Arbitration Association in accordance with the American Arbitration Association construction rules and procedures then in effect. Such arbitration proceeding shall be conducted in Boston, Massachusetts unless the parties mutually agree to another location. Arbitration shall be conducted by a single arbitrator jointly selected by the parties, and in the event the parties cannot agree on the selection of the arbitrator within twenty (20) business days from commencement of such action, the arbitrator shall be appointed pursuant to the American Arbitration Association rules. The arbitrator shall decide the dispute expeditiously, the parties' objective being to have a reasoned award and decisions within ninety (90) calendar days from joinder of issue. The arbitrator may extend this period as necessary or appropriate. The arbitrator shall allow limited discovery as is appropriate and fair to the parties. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted or demanded.
3. Limitation of Liability: CBI's liability is limited. The principals, employees and agents of CBI shall in no event be personally liable to the Client or any other third party. In no event shall CBI be liable to the Client, or any other entity, for an amount in excess of the actual fees collected by CBI for this engagement, nor for any consequential, incidental, economic, special, reliance, liquidated, performance, expectation or delay damages or for any design or construction defects. CBI's affiliates shall have no liability in connection with this Agreement to the Client or any other entity.
4. Indemnification: Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold CBI harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligence, acts, breach of this Agreement, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, and arising from the Project that is the subject of this Agreement. CBI is not obligated to indemnify Client in any manner whatsoever.



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5. In the event that CBI will be compelled to participate in any dispute resolution proceedings, CBI shall be compensated and reimbursed by Client for CBI's participation at CBI's hourly rates at the time of its participation. This provision shall survive the termination or completion of this Agreement.
6. Statute of Limitations: Notwithstanding and overriding any applicable statute of limitations, Client and CBI agree that any and all actions, disputes, or claims brought by either party against the other or demands on a parties' insurance policy or policies, which relates in any way to this Agreement and CBI's services hereunder, shall be waived and barred upon the earlier of the following: (a) after one (1) year has passed from the time the aggrieved party knew or should have known of its cause of action; or (b) after one (1) year has passed from the time of the last date CBI provides services pursuant to this Agreement on this Project.
7. Notice of Claims: For purposes of notice hereunder and for any other notice required by this Agreement, notice shall be given by certified mail or by hand delivery as follows:

If to the Client:

*Michael D'Angelo
 Director of Public Facilities
 Town of Franklin
 355 East Center Street
 Franklin, MA 02038*

If to CBI:

*Rebecca Klebanoff
 CBI Consulting, LLC
 250 Dorchester Ave.
 Boston, MA 02127*

8. Suspension of Services and Termination: The Agreement may be terminated by either party with seven (7) calendar days advanced written notice to the other party. CBI shall be entitled to suspend performance of its services under this Agreement if the Client fails to make payments in accordance with the terms of this Agreement. Client shall not be entitled to recover from CBI any delay or other damage or damages as a result of the invocation of CBI's right to suspend its services or terminate the Agreement. Upon termination, Client agrees to compensate CBI for all undisputed services provided up to the date of termination, and the foregoing provisions shall survive termination of the Agreement. To the fullest extent permitted by law Owner shall defend, indemnify and hold CBI harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by or incurred in connection with CBI's termination of the Agreement pursuant to this section.
9. This Agreement and the rights and obligations of the parties shall be interpreted, governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflicts of laws.
10. This Agreement is the entire agreement and expresses the entire understanding between the Parties as to the subject matter herein. All other agreements between the parties, either express or implied are superseded and replaced in their entirety by this Agreement.
11. The contractor for this project shall include CBI Consulting, LLC as a Named Insured with a Waiver of Subrogation on its general liability, umbrella, and auto insurance for this project regardless of the CBI's involvement beyond the scope of this agreement. The client shall be responsible for the contractor's compliance with this provision.





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If Client fails to accept this proposal within thirty (30) days from the date of the proposal, at CBI's sole direction, CBI reserves the right to render this proposal invalid and may present Client with a revised proposal which may have modifications to fee, scope, or terms.

Please contact the undersigned with any questions.

Very truly yours,
CBI Consulting, LLC


Steven Watchorn, AIA, NCARB,
LEED AP BD+C
Project Manager
swatchorn@cbiconsultingllc.com


Michael S. Teller, AIA, NCARB,
LEED AP BD+C
Principal
mteller@cbiconsultingllc.com

Acknowledged and Accepted

Client Signature Title

Print Name

Date

By signing you are certifying that you are authorized to enter into an Agreement either as the Owner or their Authorized Representative with CBI and that you will pay all charges or authorize payment for all charges.

- Attachments: FLI proposal dated May 23, 2019
Code Red proposal dated May 22, 2019
PM&C proposal dated May 23, 2019
NV5 proposal dated May 30, 2019

SAW/RF/hld
P190879 South Franklin Congregational Meeting House 05-30-19



FLI Environmental

69 BRIDGE STREET
DEDHAM, MA 02026
PHONE 781.251.0040
FAX 781.251.0901

May 23, 2019

Mr. Royden Glen Fejer
Assistant Project Manager
CBI Consulting, LLC
250 Dorchester Ave.
Boston, Massachusetts 02127

VIA EMAIL

RE: Asbestos & HazMat Inspection – South Franklin Congressional Meeting House
FLI Proposal # 19-126i

Dear Mr. Fejer:

FLI Environmental, Inc. (FLI) is pleased to submit the following proposal to provide you with Asbestos consulting services at the above referenced site. FLI is a Certified Asbestos Analytical Service and employs individuals licensed as Asbestos Inspectors, Designers and Project Monitors. FLI has not conducted a site walk through of the subject areas to formulate this proposal.

The proposal shall outline the technical approach and services for performing the site inspection, analytical services and summary report necessary for proper project completion.

I. SCOPE OF WORK:

A. Asbestos Inspection

1. FLI shall provide an experienced, State licensed and EPA accredited Asbestos Inspector to perform the asbestos inspection at the subject building(s). The inspection will be performed in accordance with State of Massachusetts regulations.
2. Information from previous inspections of the subject property will be utilized to avoid duplication of information and reduce the number of samples required to complete the survey.
3. The inspector shall identify suspect asbestos-containing materials (ACM's) within the subject areas. Representative areas within wall chases, tunnels, above solid ceilings and suspended ceilings will also be inspected. Window sealants (caulking and glazing) will be included in the inspection scope. Sampling will result in minor damage to suspect building materials. FLI will attempt to sample in a manner to reduce potential damage and (when able) will sample in areas that are less noticeable (i.e. behind doors or in corners). Sampled materials will not be replaced or repaired. Please Note: Accessing areas behind solid walls or ceilings, below finished flooring layers or other enclosed spaces will result in damage to these finishes and substrates. These materials will not be repaired or replaced.

4. Roofing materials will not be included in the inspection scope at this time. If roofing materials need to be sampled at a later date, in order to guarantee the integrity of the roof patch, FLI requires the building owner to hire an independent roofing company to perform the repair work. FLI is not a roofing company and will not attempt to repair roof cuts that must be restored to a leak-free condition.
5. The suspect materials shall be identified by material, system and location. The inspector will estimate quantities of materials testing positive for asbestos.
6. Bulk samples shall be collected of specific suspect materials using the EPA NESHAPS protocol. Up to three samples of each material will be collected for analysis. Additional samples will be collected for surfacing materials. FLI shall have "suspect" asbestos material samples analyzed by Polarized Light Microscopy (PLM) per EPA Method 600/R-93/132 and shall ensure thorough documentation (chain of custody) and record keeping. Analysis will be performed in a State and NVLAP Accredited Laboratory.
7. At the completion of the inspection and receipt of the bulk sample analysis, FLI shall submit a summary report detailing the findings of the survey. This report shall outline confirmed ACM types, locations, quantities and recommendations. Non-asbestos materials will also be noted and summarized.

B. Lead Paint Inspection

1. FLI will collect representative samples of paint from surfaces throughout the subject areas. Samples will be analyzed by Atomic Absorption Spectrometry at an accredited laboratory. The United States Environmental Protection Agency (EPA) defines lead-based paint as a dried paint film with a lead concentration of greater than or equal to 5,000 PPM or 0.5% by weight.
2. A summary table outlining the results of the sampling will be included in the final report.

C. Additional Hazardous Materials

FLI will identify and estimate quantities of the following during the asbestos inspection:

Above Ground Storage Tanks (ASTs)

FLI will inspect the Site for the presence of ASTs. The contents of the ASTs will be identified and quantified to the best of our ability using field observations.

White Goods/Appliances

FLI will inspect the Site for air conditioners, refrigerators, chillers, freezers, and any other equipment that may contain chlorofluorocarbons (CFCs) as well as Cathode Ray Tube (CRT) devices.

Mercury/PCB Containing Devices

FLI will identify and locate fluorescent lighting, light fixture ballasts, capacitors, thermostats, switches, boiler controls and transformers.

Oil-containing Devices

FLI will identify oil-containing devices such as boilers, large motors, compressors, generators, hydraulic door closers and elevators.

Radioactive Exit Signs

FLI will locate and inventory radioactive exit signs and smoke detectors.

Miscellaneous Materials

FLI will identify and quantify any other materials that would require special handling, including but not limited to lead acid batteries found in emergency exit signs, lighting, UPS systems and fire controls.

II. FEE SCHEDULE

- A. The work shall be invoiced using the lump sum and unit costs listed below. The amount quoted includes portal to portal travel time from FLI's Dedham office. No additional time or sample analysis will be billed without specific authorization from the client.

B. Inspection Services

Licensed Asbestos Inspector (Travel, Fieldwork, Final Report)	\$ 1,200.00
Asbestos Bulk Sample Laboratory Analysis (up to 60 samples @ \$15/ea)	\$ 900.00
<u>Lead Paint Sample Laboratory Analysis (up to 10 samples @ \$35/ea)</u>	<u>\$ 350.00</u>

TOTAL ESTIMATED INSPECTION COST \$ 2,450.00

III. TERMS:

- A. Work can be scheduled upon receipt of signature approval outlined below. An invoice for the balance due will be sent upon completion of sampling and submittal of final report. Payment is due in full upon receipt of invoice. FLI shall schedule the work upon receipt of a signed contract or signature approval outlined below.
- B. Fieldwork will be scheduled within 1 week of receipt of written notice to proceed. FLI will work with Forte Architecture to coordinate a schedule that works for the client. A draft report, including laboratory analytical data, will be submitted within one week of receipt of laboratory sample results.
- C. All rates listed above are applicable for work performed within an 8-hour shift during normal working hours of 7:00 a.m. to 7:00 p.m. Analytical costs are based on standard laboratory turnaround. Night, weekend and emergency work (if required) or expedited sample turnaround will be invoiced at increased rates.
- D. Payment is not contingent upon sample results being deemed favorable to the client. The client and/or owner shall ensure access to all areas included in the scope of work. Inaccessible areas cannot be inspected.

E. The rates listed herein shall be valid for this project for a period of Thirty days.

Should you have any questions regarding this proposal or our services, please do not hesitate to contact us at (781) 251-0040. FLI appreciates the opportunity to provide you with our services and we look forward to working together on this project.

Sincerely,
FLI Environmental, Inc.



David MacDonald
President

Approval for FLI Proposal # 19-126i by CBI Consulting, LLC and Notice to Proceed:

Signature

Date

Print Name and Title

Purchase Order Number

May 22, 2019

Steven Watchorn
CBI Consulting, LLC
250 Dorchester Ave.
Boston, MA 02127

**RE: South Franklin Congregational Meeting House - Franklin, MA
Proposal to Provide Fire Protection and Life Safety Code Consulting Services**

Dear Steven:

Code Red Consultants, LLC (Consultant) is pleased to provide this proposal for Fire Protection and Life Safety Code Consulting services to CBI Consulting, LLC (Client) for the code review of the South Franklin Congregational Meeting House in Franklin, MA. The building was previously studied in May of 2015, with this new study undertaken to perform a peer review of the previous documents and the understand code changes that will affect any work to the building.

BASE SCOPE OF SERVICES

The specific scope of services to be provided under this agreement are as follows:

Professional Services

1. Perform a peer review of the "Comprehensive Investigation & Analysis" report dated May 11, 2015 prepared by Civitects. The review will focus on building and accessibility code-related findings. The letter summarizing the findings will include an analysis of the relevant code changes from the 8th to the 9th Editions of 780 CMR as they relate to this building.
2. Provide up to 4 hours of general consulting services to perform miscellaneous tasks such as:
 - Attend meetings
 - Participate in conference calls
 - Conduct code reviews
 - Prepare code reports and narratives
 - Respond to code questions
 - Perform other services at the request of the Client within the budgeted amount.

COMPENSATION

The base scope of services described within this proposal will be provided for a firm fixed fee of \$3,000, inclusive of expenses.

If a site visit is necessary, this will be performed on a time & materials basis with an hourly rate of \$180/hour, with expenses billed separately at cost.

ADDITIONAL SERVICES

The proposed fee for the project is limited to the Base Scope of Services outlined within the Proposal. Additional Services can be provided if requested under a separate agreement between the Consultant and the Client.

TERMS & CONDITIONS

The agreement between the Consultant and the Client includes the Consultant's Terms and Conditions, which are attached to this proposal and incorporated in their entirety. The Client acknowledges that it has received and reviewed the Consultant's Terms and Conditions, and agrees to be bound thereby.

APPROVAL

The pricing in this proposal remains valid for a period of 60 days. You may indicate your acceptance by signing a copy and returning it to us as authorization to proceed.

Sincerely,
CODE RED CONSULTANTS



Paul J. Moan, P.E.

Approved by:
CBI CONSULTING, LLC

Name

Date

CODE RED CONSULTANTS LLC TERMS AND CONDITIONS

1. It is understood and agreed that these terms and conditions, together with the proposal by Code Red Consultants LLC ("CONSULTANT"), form the complete agreement between CONSULTANT and CLIENT for the specified scope of services (the "Services"). Terms set forth in other documents, including for example, a prime agreement, purchase order, requisition, or other notice or authorization to proceed, are inapplicable to the Services, except when specifically provided for in full on the face of such document and accepted in writing by CONSULTANT. CONSULTANT's acknowledgement of receipt or performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein. If terms and conditions contained herein and in the proposal by CONSULTANT are inconsistent with terms and conditions contained in other documents, the terms and conditions contained herein and in the proposal by CONSULTANT shall take precedence.
2. **CLIENT Information.** CLIENT shall furnish to CONSULTANT all drawings, including as-built fire protection system, architectural, structural, mechanical, electrical, and fixture plans, surveys, tests and other information pertaining to the design of the project. CLIENT understands and acknowledges that CONSULTANT relies on the completeness and accuracy of information supplied by CLIENT in order to perform the Services.
3. **Access.** CLIENT shall arrange for and make all provisions for CONSULTANT and its agents to enter and access the project site(s), and any and all premises reasonably necessary for the provision of the Services.
4. **Standard of Care.** CONSULTANT shall provide the Services in accordance with generally accepted professional practice consistent with the degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances. CONSULTANT makes no warranty or guarantee, express or implied, regarding the Services. CONSULTANT shall not be responsible for any construction means, methods, techniques, sequences or procedures. CONSULTANT shall not be responsible for the acts or omissions of CLIENT, CLIENT's other consultants, architects, engineers, contractors, subcontractors, their agents or employees, or other persons performing work or providing services. Notwithstanding, CONSULTANT will notify CLIENT if CONSULTANT becomes aware of errors, omissions or inconsistencies in the services or information provided by CLIENT or other consultants.
5. **CFSP Services.** If the Services include NFPA 241 deliverables, including Construction Fire Safety Programming ("CFSP"), CLIENT agrees that CONSULTANT shall not have any control over, charge of, or responsibility for the means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the implementation and enforcement of the CFSP. As a result, except for personal injuries or property damage caused by CONSULTANT's employees while performing services on the project site, CLIENT, its employees, agents, subcontractors, and insurers, forever waive and release CONSULTANT from claims, damages, losses and expenses arising out of or resulting from the implementation and enforcement of the CFSP, CLIENT, as the responsible party under NFPA 241 for the implementation and enforcement of the CFSP, shall indemnify and hold harmless CONSULTANT from and against claims, damages, losses and expenses arising out of or resulting from the implementation and enforcement of the CFSP.
6. **Payment.** Payment in full of each Invoice is due thirty (30) days following the date of the Invoice. In the event payment is not made when due, collection fees shall be assessed, including reasonable attorney's fees and interest accrued at 1.5% per month.
7. **Insurance.** CONSULTANT shall maintain the following insurance for the duration of this agreement: (1) general liability (\$1 million each occurrence/\$2 million aggregate); (2) automobile liability (\$1 million combined single limit); (3) umbrella liability (\$5 million each occurrence/aggregate); (4) workers compensation (per statutory limits); and (5) professional liability (\$2 million per claim/aggregate). CONSULTANT will furnish a certificate of insurance upon request. If requested by CLIENT, CONSULTANT will purchase additional insurance, beyond that which it normally carries, at CLIENT's expense.
8. **Waiver of Subrogation.** CONSULTANT and CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages to the extent covered by any property or other insurance in effect whether during or after the project. CONSULTANT and CLIENT shall each require similar waivers from their contractors, consultants and agents.
9. **Indemnification.** CONSULTANT shall indemnify and hold CLIENT and CLIENT's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of CONSULTANT, its employees and its consultants in the performance of professional Services under this agreement. CLIENT shall indemnify and hold CONSULTANT and CONSULTANT's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of CLIENT, its employees, agents, contractors, subcontractors, and any other party for whom the CLIENT is responsible.
10. **Hazardous Materials.** CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site. Accordingly, CLIENT agrees to assert no claims against CONSULTANT, its principals, agents, employees

and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of CONSULTANT or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site. CLIENT shall defend, indemnify and hold harmless CONSULTANT, its principals, agents, employees, and consultants and each of them, from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by CLIENT or any other person or entity. CONSULTANT shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of the Services caused by or arising out of the discovery of hazardous substances or pollutants at the project site. Notwithstanding, CONSULTANT agrees that it will promptly notify CLIENT if it becomes aware of the existence of such hazardous materials or toxic substances.

11. **Termination/Suspension.** Either party may terminate this agreement for convenience on written notice of at least thirty (30) days. In the event CLIENT exercises this provision, CONSULTANT shall be paid for all Services rendered up to and including the date of termination, as well as reasonable termination expenses. Either party may terminate this agreement at any time for cause in the event the other party fails to substantially perform its obligations under this agreement. In the event CLIENT exercises this provision, CONSULTANT shall be paid for all Services rendered up to and including the date of termination. If the Services are suspended for a period of more than sixty (60) days, CONSULTANT shall be entitled to an equitable adjustment of its fees. No deductions shall be made from the CONSULTANT's compensation on account of any penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the project.
12. **Documents.** Nothing contained in this agreement shall create a contractual relationship with, or a cause of action in favor of, a third-party against either CONSULTANT or CLIENT. The Services are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against CONSULTANT because of this agreement or CONSULTANT's performance of services hereunder. Drawings, calculations and specifications as instruments of service are and shall remain at all times the exclusive property of CONSULTANT, whether the project for which they are made is executed or not. CONSULTANT shall retain all common law, statutory and other reserved rights, including copyrights. CONSULTANT grants to CLIENT a non-exclusive license to use CONSULTANT's instruments of service solely and exclusively for the stated project. The instruments of service are not to be used by CLIENT, owner, or any other party for other projects or extensions to the stated project, except by written agreement with appropriate compensation to CONSULTANT. In the event CLIENT uses the instruments of

service for any purpose other than this intended purpose, without retaining CONSULTANT's prior written agreement, CLIENT releases CONSULTANT from all claims arising from such uses, and CLIENT shall defend and/or indemnify CONSULTANT of and from all resulting damages.

13. **Disputes.** In the event of any dispute, claim, question or controversy arising out of this agreement, its performance, interpretation and/or breach, the same will be determined by arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association.
14. **Limitation of Liability.** CLIENT hereby agrees that to the fullest extent permitted by law CONSULTANT's total liability to CLIENT for any and all injuries, claims losses, expenses or damages whatsoever arising out of or in any way related to the project or this agreement from any cause or causes including but not limited to CONSULTANT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total sum paid on behalf of or to CONSULTANT by CONSULTANT's insurers in settlement or satisfaction of CLIENT's claims under the terms and conditions of CONSULTANT's insurance policies applicable thereto. If no such insurance coverage is provided with respect to CLIENT's claims, then CONSULTANT's total liability to CLIENT for any and all such uninsured CLIENT's claims shall not exceed the total compensation paid to CONSULTANT under this agreement.
15. **Waiver of Consequential Damages.** CONSULTANT and CLIENT waive consequential damages for claims, disputes or other matters in question arising out of or relating to this agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this agreement, including but not limited to, liability for loss of profits, loss of use of property, delays, or other special, indirect, consequential, punitive, exemplary or multiple damages.
16. **Miscellaneous.** This agreement shall be governed by the law of the state or jurisdiction where the project is located. Any dispute or claim proceedings shall take place in the state or jurisdiction where the project is located. Any change or modification to these terms shall be in writing and signed by both parties. Neither party may assign or transfer this agreement or any rights hereunder without the written consent of the other party. If any provision of this agreement shall be determined to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The covenants and agreements contained herein shall apply to, insure to the benefit of and be binding upon the parties and upon their respective successors and assigns.



Partnering for quality results

May 23, 2019

Royden Glen Fejer
Assistant Project Manager
CBI Consulting, LLC
A Vidaris Company
250 Dorchester Ave.
Boston, MA 02127

**Re: Fee Proposal for Cost Estimating Services
South Franklin Congregational Meeting House; South Franklin, MA**

Dear Royden,

Thank you for the opportunity to submit this proposal for construction cost consulting services for an updated study and peer review of the previous study of the South Franklin Congregational Meeting House.

Our fee for cost estimating services is as follows:

Feasibility Study Update: \$1,900

This fee includes all expenses.

Thank you again for asking PM&C to submit a proposal on this project. If this proposal is agreeable please sign and send back to this office.

Sincerely,

Accepted By:

Peter Bradley BSC Q.S.; LEED AP
President

Name

Date



May 30, 2019

Mr. Royhden Glen Fejer
CBI Consulting, LLC
250 Dorchester Avenue
Boston, Massachusetts 02127

RE: South Franklin Congregational Meeting House
Mechanical and Electrical Assessment/Study
Franklin, Massachusetts
Engineering Services Proposal (Revised)

Dear Mr. Fejer:

In accordance with your request, Richard D. Kimball d/b/a NV5, is pleased to submit a revised Scope of Services and Proposed Fee to provide engineering services for the above referenced project.

Scope of Services

RDK will provide Mechanical and Electrical Engineering Services to provide an update on the MEP scope of the previous study completed on 5/11/15, based on updated code requirements and additional MEP requirements that are not included in the previous study.

- Review of available drawings.
- Based on the scope of services stated above, prepare a Draft Report of findings and code requirements to bring the building to current code compliance.
- Meet with CBI to review the Draft Report
- Finalize the report

Proposed Fee

Task	Amount
Draft Report	\$ 2,112.00
Review Meeting	\$ 528.00
Final Report	\$ 576.00
Total	\$3,216.00

The above stated services will be provided for a lump sum fee. Invoices will be submitted monthly, on a percent complete basis. Reimbursable expenses are included in the fixed fee.

Assumptions

- Acoustics consulting and code compliance with acoustic requirements is not included in our basic scope of services.

Additional Services

- Expansion of the scope of this project.
- Preparation of revisions to the report documents after submission of the final report, caused by changes initiated by others.
- Cost estimating.
- Design Documents.
- Acoustical Consulting Services.

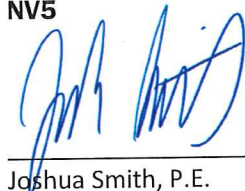
Authorization

All services will be conducted in accordance with this Proposal and General Terms and Conditions. To initiate services, please complete and sign the attached Proposal Acceptance Form. Our Proposal will remain valid for acceptance for up to 30 days from the date on this Proposal, after which, we reserve the right to modify the Proposal, scope and fees.

Thank you for the opportunity to present this proposal. If you have any questions or need additional information, please feel free to call.

Very truly yours,

NV5



Joshua Smith, P.E.
Sr. Mechanical Engineer

Enclosures: General Terms and Agreement
 Proposal Acceptance Form



GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of NV5's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by NV5 will be based solely on information discovered by, or made available to, NV5 during the course of the engagement. In connection with such information, NV5 shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. NV5 shall not be held liable for problems that may occur if NV5's recommendations are not followed.

1.1 It is understood and agreed that the NV5 shall not be held responsible for any inaccuracies in any materials, data or records as provided to the NV5 by the CLIENT, which have been prepared by any other person, firm or agency and on which NV5 in its professional judgment has relied and/or utilized in the performance of the NV5's services. Client agrees that NV5 shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

1.2 NV5 makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed in a manner consistent with the level of care and skill ordinarily exercised by members of NV5's profession currently practicing under similar conditions and in the same locality as the Project.

2. **PAYMENTS.** NV5 will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify NV5 in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received when due. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. NV5 shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. NV5 reserves the right to withhold all reports or deliverables unless and until payment is made by Client in accordance with this Agreement.

If the Client fails to make payment when due, NV5 may, upon seven (7) days written notice to the Client, suspend performance of services under this Agreement. Suspension of services will include, depending on the phase of the project, withholding delivery of reports, studies, construction documents, affidavits, closeout documents, and/or other applicable documents. In the event of a suspension of services, NV5 will have no liability to the Client and/or Owner for delay or damage caused the Client/and or Owner because of such suspension of service.

If applicable, within a reasonable period of time after submitting our invoices to the Client, NV5 reserves the right to contact the Owner directly for assistance and/or to have payment made directly from the Owner to NV5 in lieu of receiving payments from the Client.

3. **REIMBURSABLE EXPENSES.** Transportation, lodging and meals in connection with travel; postage and delivery charges; reproduction and plotting costs; automobile travel; miscellaneous items, and subconsultants/subcontracts (if required) will be invoiced **as stated in the Agreement**. Mileage charges for automobiles will be invoiced at the prevailing rate established by the IRS. In those situations where reimbursable expenses are invoiced separately, backup for expenses will be provided only if required contractually by the Client or Owner.

4. **RETAINAGE.** No retainage will be held from payment of NV5's invoices.

5. **SEPARATE CONSULTANTS.** If a firm or firms are separately engaged by the Client or the Owner to provide services under the general direction of NV5, NV5 will have no responsibility or liability for the performance or technical sufficiency of the services of such separately engaged firms.

6. **NO DEDUCTION** will be made from NV5's compensation on account of claims of negligence in performance of professional services by NV5, except in the case where the finder-of-fact has made a determination of professional negligence by NV5 and assessed damages caused by NV5's negligence. In such a case, the compensation to NV5 may be offset by the damages (or any part of damages) assessed by the finder-of-fact.

7. **ALL DOCUMENTS** including reports, electronic media, and drawings, prepared or furnished by NV5 and its subconsultants pursuant to this Agreement are instruments of service in respect of this Project and NV5 will retain an ownership and property interest therein whether or not the Project is completed. The Client may make and retain copies of such documents for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by the Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than the Client. Accordingly, the Client will, to its fullest extent permitted by law, defend, indemnify and hold harmless NV5 from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from any unauthorized reuse of the documents or disbursement by Client to third parties. If it is necessary to distribute any documents to an unrelated third party, both the third party and Client agree: (a) the third party is bound by all of the conditions and limitations of this Agreement and related documents; and (b) the third party is bound by all limitations of liability or indemnity provisions

NV5 reserves the right to remove its professional seal and title block from documents turned over to the Client.

8. **DISPUTE RESOLUTION.** Client agrees that in the event NV5 institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in Essex County, Massachusetts, and Client waives the right to bring, try or remove such litigation to any other county or judicial district. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the NV5, unless the Client has first provided the NV5 with a written certification executed by an independent consultant currently practicing in the same discipline as the NV5 and licensed in the same State. This certification shall: (i) contain the name and license number of the certifier; (ii) specify the acts or omissions that the certifier contends are not in conformance with the standard of care in paragraph 23; and (iii) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. After attempting to negotiate among themselves in good faith, and prior to the initiation of any legal proceedings, the parties agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Mediation will be conducted under the auspices of a mediation service or professional mediator as the parties agree upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement. This Article will survive completion or termination of this Agreement, but under no circumstances will either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute under the laws of the Commonwealth of Massachusetts. The parties agree that all causes of action against each other shall accrue no later than the date of substantial completion of the project.

9. **JOBSITE SAFETY.** Neither the professional activities of NV5, nor the presence of NV5 or its employees and subconsultants at a construction/project site, will relieve the Contractor of its obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agency. NV5 has no authority to exercise any control over any contractor in connection with the Work, including construction means, methods, sequence, techniques or procedures. NV5 takes on no responsibility for any health or safety precautions required by any regulatory agency, or responsibility for jobsite safety.

10. **COST ESTIMATES.** As NV5 has no control over construction costs or contractor's prices, any reasonable estimate of construction costs made by NV5 will be on the basis of NV5's experience and judgment as design professionals. NV5 cannot and does not warrant or guarantee that contractor's proposals, bids or costs will not vary from our estimates.

11. **ENERGY ESTIMATES/MODELING.** NV5 has no control over building and equipment operation and/or maintenance, or climatic conditions. Accordingly, any energy estimates and/or models are made on the basis of NV5's experience and judgment as design professionals. NV5 cannot and does not warrant or guarantee that actual building or system operating costs will not vary from our estimates and/or models.

12. **HAZARDOUS MATERIALS.** Unless otherwise provided in this Agreement, NV5 will have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, PCB's, or other toxic substances.

13. **CLIENT'S RESPONSIBILITIES.** The Client will provide NV5 with all existing, reliable, and accurate information relating to the Project, but not limited to existing conditions, soils investigations, and program data. If the Client becomes aware of any fault or defect in the Project or NV5's services, he/she will promptly notify NV5. The Client will furnish required information or services as expeditiously as necessary for the orderly performance of the services.

14. **OWNER REPRESENTATIVE.** If the Owner retains an Owner Representative for the Project, the Owner shall provide to NV5, in writing, a list of duties, responsibilities and authority (DR&A list) the Owner Representative has been assigned by the Owner. NV5 shall be entitled to rely upon the proper performance by the Owner Representative for the items on the DR&A list and shall bear no responsibility to the Owners or its representative(s) for any opinions, directions or decisions given by the Owner and Owner Representative that are in conflict with DR&A. In the event the Owner makes any changes to the Owner Representative's DR&A list, the Owner shall notify NV5, in writing, in a timely manner. NV5 shall be entitled to rely solely upon the Owner Representative's decisions and directions as to all areas listed in the DR&A list. If any Owner-directed changes to the Owner Representative's DR&A list result in additional time or expense in order for NV5 to prepare, coordinate or respond to changes to the plans or specification, NV5 shall be entitled to an equitable adjustment in fees and schedule for the performance of these additional services.

15. **VALUE ENGINEERING.** If the Client and/or Owner retain the services of a Value Engineer (VE) to review the design prepared by NV5, these services shall be at the Client's and/or Owner's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of NV5's services. The Client and/or Owner shall promptly notify NV5 of the identity of the VE and shall define the VE's scope of services. All recommendations of the VE shall be given to NV5 for review, and adequate time will be provided for NV5 to respond to these recommendations.

If NV5 objects to any recommendations made during the VE process, it shall state so in writing to the Client and/or Owner, along with the reasons for objecting. If the Client and/or Owner, in spite of NV5's objections or without NV5's knowledge, requires the incorporation of changes into reports, drawings, specifications, bidding or other documents, the Client and/or Owner agrees to waive all claims against NV5 and to indemnify and hold harmless NV5 from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Client and/or Owner.

In addition, NV5 shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding or other documents. NV5 shall be compensated as Additional Service for all time spent to prepare for, review and respond to the recommendations of the VE. NV5's time for performance of its services shall be equitably adjusted.

16. **INSURANCE.** At all times during the terms of this Agreement the NV5 shall maintain, at its own cost and expense, insurance coverage as protection from claims filed against NV5 as follows:

- Workers Compensation (as required by law)
- Commercial General Liability (to person or property)
- Commercial Automobile Liability (to person or property)
- Professional Liability (errors and omissions)

At the request of the Client, NV5 shall provide appropriate certificates thereof. In the event a claim against the NV5 is brought, alleging errors or omissions by the NV5 and NV5 is found NOT to be legally liable, then Client shall pay all costs incurred by NV5 in defending itself against such claim.

17. **INDEMNIFICATION FOR MOLD CLAIMS.** It is understood by the parties that the existing or constructed building may, as a result of its construction, use, maintenance, occupation or otherwise, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during the Project, NV5 is made aware of any such substances, NV5 will, without assuming liability for consequential or any other damages, suspend performance of services until the Client retains a qualified specialist to abate and/or remove the mold substances. The Client agrees to release and waive all claims against NV5 and its subconsultants arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of construction. The Client further agrees to indemnify and hold NV5 harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees, arising in any way from the existence of mold on the project site whether during or after completion of construction, except for those claims, liabilities, costs or damages caused by the negligent acts of NV5.

18. **GREEN/LEED® DESIGN.** If the Project includes any level of LEED, Green Building Rating System and other similar environmental guidelines (collectively "LEED"), the Client and/or Owner recognize that the achievement of such certification is subject to third parties over which NV5 has no control, and may require the cooperation of the Client, Owner, Contractor, and others. The Client and/or Owner acknowledge and understand LEED is subject to

various and possible contradictory implementation. Therefore, the Parties agree that if LEED certification is the stated goal of the Project, NV5 shall use reasonable care in its design to achieve the goal but makes no warranty or guarantee that the Project, when complete, will actually achieve LEED certification. In addition, the Client and/or Owner acknowledge that its desire to achieve LEED may impact the available design and product options and may impact the overall cost, schedule, and performance of the complete project. The Client and/or Owner have accepted these potential impacts in the recognition of the importance it has placed on the values of a LEED project.

19. PERIOD OF PERFORMANCE. Except as otherwise provided for in the Agreement, if the services covered under this agreement have not been completed within twelve (12) months, through no fault of NV5, the amounts of compensation, rates and multipliers set forth herein will be equitably adjusted with respect to services performed after that date.

20. TAX CREDIT. The Client agrees that any State or Federal energy related tax deduction and/or credit available to NV5 as result of the Project, including but not limited to the 179-D Tax Credit, will be assigned to NV5 as the MEP/FP Engineering Consultant.

21. WAIVER OF CONSEQUENTIAL DAMAGES. To the fullest extent permitted by law, neither the Client nor NV5, its subconsultants and subcontractors, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to loss of use, loss of profit, loss of business, loss of income, loss of reputation, increased energy, water and other operational costs, unrealized tax incentives, credits, deductions and or rebates, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

22. LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client and NV5, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of NV5 to the Client, and anyone claiming by, through or on behalf of the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of NV5 to the Client shall not exceed \$50,000.00, or NV5's total fee for services paid on this Project, whatever is less. It is understood that this limitation applies to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. It is intended that this limitation of liability applies to all services performed on the project (including any future assignments or enlargements to the scope of services). It is also intended that this limitation of liability applies to NV5 and its employees.

23. CONTINGENCY. The Client and/or Owner and NV5 agree that certain increased costs and changes may be required because of possible omissions, ambiguities, or inconsistencies in the drawings and specifications prepared by NV5 and, therefore, that the final construction cost of the Project may exceed the contracted construction cost. The Client and/or Owner agrees to set aside a reserve in the amount of five percent (5%) of the Project construction cost as a contingency to be used, as required, to pay for any such increased costs and changes. The Client and/or Owner further agrees to make no claim by way of direct or third party action against NV5 or its subconsultants with respect to any increased costs within the contingency because of such changes. Not included in the contingency are typical change orders for owner requested changes, unforeseen conditions, substitution of equipment, changes in design, and/or code official required changes.

24. TERMINATION OR ABANDONMENT. The Agreement may be terminated by NV5 upon no less than seven (7) days written notice, should the Client fail substantially to perform in accordance with the terms of this agreement through no fault of NV5.

25. MISCELLANEOUS. This Agreement (consisting of the "Standard Terms and Conditions" and the Letter Agreement) constitutes the complete and sole agreement between NV5 and the Client with respect to the Project, and may be amended only by a written document signed by both parties, and will be governed by the laws of the Commonwealth of Massachusetts.

26. SUCCESSORS AND ASSIGNS. Neither the Client nor the NV5 shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that are or may become due) this document, or any claims that may arise from the performance of services under this agreement, without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this document. Nothing contained in this paragraph shall prevent the NV5 from employing such independent consultants, associates and subcontractors, as it may deem appropriate to assist in the performance of services hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Client

and the NV5. Nothing herein shall create a contractual relationship with or cause of action in favor of a third party against either the Client or NV5.

All claims and causes of actions between the parties to this agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of substantial completion for acts or failures to act occurring prior to substantial completion, or the date of the issuance of the final certificate for payment for acts or failures to act occurring after substantial completion.

27. **FEDERAL COMPLIANCE.** As a federal contractor, NV5 is required to incorporate the following into this Agreement: Unless exempt, the Client shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

28. **AUTHORIZATION.** Your signature guarantees that you are duly authorized by your company to enter into the above agreement. The agent of the Client who signs this attests that he/she has the authority to enter into this agreement.

PROPOSAL ACCEPTANCE FORM

Description of Services: Engineering Services
Project Name: Mechanical & Electrical Assessment/Study
Project Location: Franklin, Massachusetts
Proposal No.:
Proposal Date: May 30, 2019

APPROVAL & PAYMENT OF CHARGES: *Invoices will be charged and mailed to the account of:*

Firm: _____

Attention: _____

Address: _____

_____ Email: _____

Telephone: _____ Fax: _____

PROPOSAL ACCEPTED BY:

AUTHORIZED SIGNATURE: _____

NAME & TITLE: _____

DATE ACCEPTED: _____

PAYMENT TERMS: As set forth in Section 2 of the *General Terms and Conditions*

Please remit payments to: NV5, PO Box 74008680, Chicago, IL 60674-8680

PROPERTY OWNER IDENTIFICATION (If other than above)

Name: _____

Address: _____

Telephone: _____ Fax: _____

This Proposal Acceptance, the scope of services outlined in the Proposal, Schedule of Fees, and *General Terms and Conditions* constitute the entire agreement between the Client and NV5, and supersede all prior written or oral understandings.



Memorandum

June 19, 2019

To: Town Council
From: Michael D'Angelo, Facilities Director
Thomas Lynch, Chief of Police
James Klich, Acting Fire Chief
Timothy Rapoza, Director of Technology

Re: Franklin Public Safety Communication Project

Verizon is moving all dial tone in Franklin and many other communities in Massachusetts over to its FIOS fiber optic network, and abandoning their old copper network. For many years Public Safety has used reasonably priced copper pair circuits to "back-haul" hand-held radio signal to the stations. The only thing they have to replace it are very expensive T1 circuits over fiber. Converting radio communication to a VOIP platform requires expensive equipment at the stations and all antennas.

As cell phone towers were built in Franklin in the 80's and 90's, Public Safety located its antennas and repeaters on these private structures at no cost to the town. One tower at Forge Hill was sold a few years ago and the new owner wanted to charge the town 2 thousand dollars per month to keep the site operational. Fortunately Franklin TV put up a radio broadcast tower only a thousand yards from the existing tower and we were able to co-locate public safety there at no cost.

We still have the main repeaters and receivers located on private property.

We have had a radio propagation engineer do studies on the entire town and have a phased plan in place to improve radio coverage and move all safety communications to town owned property utilizing fiber and upgrading end of life equipment.

Phase 1-Add T1 circuits to switch over existing towers to VOIP communication.

Phase 2-Install fiber to Forge Hill tower. Install new main Public Safety repeater on Keller Sullivan and receiver on the Upper Union water tower. Upgrade radio equipment.

Phase 3-Install additional tower and fiber to provide a full fault tolerant network with increased capacity to the town of Franklin.



TOWN OF FRANKLIN

TOWN COUNCIL

RESOLUTION NO.: 19-44

APPROPRIATION: Public Safety Communications Infrastructure

AMOUNT REQUESTED: \$ 200,000

PURPOSE: To transfer \$100,000 from Free Cash and to Transfer \$100,000 from funds remaining in the MECC Dispatch Center Account for a total of Two-Hundred Thousand Dollars (\$200,000) for Public Safety Communications Infrastructure.

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 and that the sum of One Hundred Thousand Dollars (\$100,000) be transferred from the MECC Dispatch Center Account for a total of Two-Hundred Thousand Dollars (\$200,000) for Public Safety Communications Infrastructure to be expended at the discretion of the Town Administrator and to include any residual funds remaining in line items.

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

DATED: _____, 2019

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: ____ NO: ____

ABSTAIN: ____ ABSENT: ____

RECUSED: _____

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council



TOWN OF FRANKLIN

TOWN COUNCIL

RESOLUTION NO.: 19-45

APPROPRIATION: Wage Settlement Account

AMOUNT REQUESTED: \$ 100,000

PURPOSE: To transfer from Free Cash to the Wage Settlement Account.

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 Wage Settlement Account to be expended at the discretion of the Town Administrator and to include any residual funds remaining in line items.

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

DATED: _____, 2019

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: ____ NO: ____

ABSTAIN: ____ ABSENT: ____

RECUSED: _____

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Town of Franklin

Town Administrator
Tel: (508) 520-4949

Fax: (508) 520-4903



355 East Central Street
Franklin, Massachusetts 02038-1352

Memorandum

June 21, 2019

To: Town Council
From: Jamie Hellen, Town Administrator

Re: Historical Museum transfer

I am proposing to use \$16,495 of excess money from the Library Digitization project two years and transferring those funds to a capital account for the Archivist to use for historical preservation of artifacts.

As you may recall, the Town's Technology Director led the project, which resulted in significant savings. The project, as originally proposed, is complete and I think it is sound to transfer those funds to use at the Museum as our Town Archivist is in need of funds to purchase preservation materials to help organize the Museums contents.

As always, I am happy to answer any questions.



TOWN OF FRANKLIN

TOWN COUNCIL

RESOLUTION NO.: 19-46

APPROPRIATION: Historical Museum Artifacts Preservation

AMOUNT REQUESTED: \$ 16,495

PURPOSE: To transfer \$16,495 from an appropriation authorized under Resolution 17-24 to be used for Historical Museum Artifacts Preservation.

MOTION

Be It Moved and Voted by the Town Council that the sum of Sixteen Thousand Four-Hundred Ninety-Five Dollars (\$16,495) be transferred from an appropriation authorized under Resolution 17-24 to be used for Historical Museum Artifacts Preservation to be expended at the discretion of the Town Administrator and to include any residual funds remaining in line items.

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

DATED: _____, 2019

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: ____ NO: ____

ABSTAIN: ____ ABSENT: ____

RECUSED: _____

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

Memorandum

June 21, 2019

To: Town Council
From: Jamie Hellen, Town Administrator

Re: Solar Agreements

It is required under the law that the Council authorizes the Town Administrator to negotiate and execute any tax agreements with private solar developers.

Two have recently been approved by the Planning Board and I cannot work out a final agreement until I have the Council's authorization.

I am happy to answer any questions folks may have.



TOWN OF FRANKLIN

RESOLUTION 19-47

AUTHORITY FOR TOWN ADMINISTRATOR TO NEGOTIATE AND EXECUTE TAX AGREEMENT WITH OWNER OF GROUND -MOUNTED SOLAR FACILITY LOCATED OFF SPRING STREET

WHEREAS, G.L.Chapter 59 Section 59 Section 38H(b) authorizes a municipality to enter into a property tax agreement with the Owner of an electric generating facility, and

WHEREAS, Spring Street Renewables, LLC is constructing a ground-mounted solar electric generating facility to be located off Spring Street, Franklin Assessors Map Parcels: 309-015-000; 310-002-000; 323-044-000 which it will own and operate,

NOW THEREFORE BE IT RESOLVED by the Franklin Town Council, that the Town Administrator is hereby authorized to negotiate and execute a tax agreement, as provided in G.L. Chapter 59 Section 38H (b) with Spring Street Renewables, LLC for its ground-mounted solar electric generating facility located off Spring Street, Franklin Assessors Map Parcels: 309-015-000; 310-002-000; 323-044-000 in compliance with said statute and Commonwealth of Massachusetts Department of Revenue requirements as to the payment amounts and length of agreement, as well as such other terms and conditions as the Town Administrator determines to be in Town's interests and the Town Administrator is hereby authorized to take any and all other action necessary to effectuate said transaction.

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

DATED: _____, 2019

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: ____ NO: ____

ABSTAIN: ____ ABSENT: ____

RECUSED: _____

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Town of Franklin



Planning Board

June 20, 2019

Teresa M. Burr, Town Clerk
Town of Franklin
355 East Central Street
Franklin, MA 02038

CERTIFICATE OF VOTE
(1) SPECIAL PERMIT/SITE PLAN
Upper Union St/Mount St Solar

Applicant: Kearsage Upper Union LLC
1200 Soldiers Field Road, Suite 202
Boston, MA 02134

Owner: Cistercian Nuns of Strict Observance
300 Arnold Street
Wrentham, MA 02093

Prepared By;
Surveyor/Engineer: Industria Engineering, 91 Cedar Street, Milford, MA 01757
Plan Date: February 9, 2018 through April 9, 2019
Property Location: 1061 Upper Union Street
Map 333 Lot 001

Dear Mrs. Burr:

Please be advised that at its meeting on Monday, June 17, 2019 the Planning Board upon motion duly made and seconded, voted (4-0-0) to **APPROVE, with standard and special conditions** a Special Permits and Site Plan for Upper Union St/Mount St Solar for a Large Scale Ground Mounted Solar Energy under §185 Attachment 4, Use Regulations Schedule, Part III, 3.14.c. A brief description of the proceeding, the outcome of a roll call vote, and the Standard and Special Conditions of Approval are presented on pages 2-7 attached hereto.

Sincerely,

Anthony Padula, Chairman
Franklin Planning Board

cc: Owners/Applicant/Applicant's Engineer/Applicant's Attorney
Building Commissioner/DPW/Engineering/BETA Group, Inc.

PROJECT DESCRIPTION
(1) SPECIAL PERMIT/SITE PLAN
Upper Union St/Mount St Solar

The 142 acre property is listed as parcel 333-001-000 and is located at 1061 Upper Union Street. The property is near the intersection of Upper Union Street and Mount Street, with access for the property on Mount Street. The applicant proposed the construction of a ±1 MW AC ground-mounted solar energy system. The site includes approximately 4 acres of ground mounted solar modules, utility structure for battery storage, and security fencing surrounding the perimeter of the developed site. The site will not disturb any trees or stonewalls along Upper Union and Mount Street.

PUBLIC HEARING
(1) SPECIAL PERMIT/SITE PLAN
Upper Union St/Mount St Solar

A proper and complete notice of the February 11, 2019 public hearing was posted in the Franklin Municipal Building and in the appropriate local newspaper in accordance with the Franklin Zoning Code and Massachusetts General Laws. A proper and complete notice was also sent to all persons and parties required by law to receive such notice. The Planning Board continued to hold public hearings on March 11, 2019, April 8, 2019, May 6, 2019, June 3, 2019 and June 17, 2019.

Incorporated as part of the record are the following:

The Planning Board reviewed (1) the applicant's detailed written application including answers to Special Permit Findings (a) through (g), and (2) comments and review letters from various Town Departments, including but not limited to, Department of Planning & Community Development, Department of Public Works/ Engineering and Franklin Fire Department.

The Planning Board upon motion duly made and seconded, voted (4-0-0) to close the public hearing on June 17, 2019 for the Site Plan and Special Permit for a Large Scale Ground Mounted Solar Energy under §185 Attachment 4, Use Regulations Schedule, Part III, 3.14.c.

PRESENTATION
(1) SPECIAL PERMIT/SITE PLAN
Upper Union St/Mount St Solar

Mr. Michael Lotti, Industria Engineering, and Mr. Henry Barrett, Kearsarge, addressed the Planning Board for a ground-mounted solar system. Mr. Lotti reviewed the Special Permit and Site Plan application and the drawings for the Franklin Solar Project. He discussed and identified the area that they propose to install the solar array. He stated that there are adjacent wetlands. They will install solar array posts with solar panels mounted on top. It will total approximately 1.0 megawatts and consist of approximately 3,600 solar panels installed in rows facing the south in an open field onsite. No tree clearing and no new contiguous impervious areas will be created. He reviewed the proposed accessway and the concrete pads for the transformers. They will go before the Conservation Commission for the work in the buffer zone. There is an adjacent residential property that will have a view of the solar array; the people from Kearsarge have met with the owners. Kearsarge will be installing a row of western red cedar, 3 to 4 ft. in size. The entire site will be surrounded by a fence. He stated he has met with some of the other neighbors and they had concerns about additional screening; they will show the additional screening on the plans. There are no lights, employees, occupied buildings, or significant noise on the property. He stated that the comments from the Town and BETA will be addressed before the next hearing.

Several abutters spoke and expressed their concerns for drainage issues, water runoff, screening of the solar panels, and the long-term effects of solar and any transformers. Many residents expressed concern for fencing around the property and additional trees to provide screening from Mount Street.

The Planning Board expressed concern for fire suppression, drainage, screening, noise, how solar farms affect people's property values in the area, and he would like to see the letter from the administration regarding tax dollars.

Mr. Lotti stated that usually the equipment has a fire suppression system built into it. He will show documentation on it. In response to the question of who is benefitting from these panels, he stated that the Sisters of St. Mary are benefitting directly from the lease payments. The solar energy is being put onto National Grid's system.

The applicant said there would be trees planted at 4-6 ft in height along the abutting property.

After a complete presentation and discussion of the project, Planning Board members closed the Public Hearing on June 17, 2019.

FINDINGS OF FACTS
(1) SPECIAL PERMIT/SITE PLAN
Upper Union St/Mount St Solar

The applicant submitted their proposed findings with the original application on January 4, 2019. The proposed findings are part of the record.

DECISION
(1) SPECIAL PERMIT/SITE PLAN
Upper Union St/Mount St Solar

Special Permits: §185 Attachment 4, Use Regulations Schedule, Part III, 3.14.c. - Large Scale Ground Mounted Solar Energy in Rural Residential I Zoning District

(a) Proposed project addresses or is consistent with neighborhood or Town need.

Anthony Padula	YES	Gregory Rondeau	YES
Joseph Halligan Jr.	YES	John Carroll	YES

(b) Vehicular traffic flow, access and parking and pedestrian safety are properly addressed.

Anthony Padula	YES	Gregory Rondeau	YES
Joseph Halligan Jr.	YES	John Carroll	YES

(c) Public roadways, drainage, utilities and other infrastructure are adequate or will be upgraded to accommodate development.

Anthony Padula	YES	Gregory Rondeau	YES
Joseph Halligan Jr.	YES	John Carroll	YES

(d) Neighborhood character and social structure will not be negatively impacted.

Anthony Padula	YES	Gregory Rondeau	YES
Joseph Halligan Jr.	YES	John Carroll	YES

(e) Project will not destroy or cause substantial damage to any environmentally-significant natural resource, habitat, or feature or, if it will, proposed mitigation, remediation, replication or compensatory measures are adequate.

Anthony Padula	YES	Gregory Rondeau	YES
Joseph Halligan Jr.	YES	John Carroll	YES

(f) Number, height, bulk, location and siting of building(s) and structure(s) will not result in abutting properties being deprived of light or fresh air circulation or being exposed to flooding or subjected to excessive noise, odor, light, vibrations, or airborne particulates.

Anthony Padula	YES	Gregory Rondeau	YES
Joseph Halligan Jr.	YES	John Carroll	YES

(g) Water consumption and sewer use, taking into consideration current and projected future local water supply and demand and wastewater treatment capacity, will not be excessive.

Anthony Padula	YES	Gregory Rondeau	YES
Joseph Halligan Jr.	YES	John Carroll	YES

Based upon the information submitted during the public hearings, Planning Board's specific findings, the Planning Board specifically determines that allowing Site Plan and Special Permit §185 Attachment 4, Use Regulations Schedule, Part III, 3.14.c. - Large Scale Ground Mounted Solar Energy in Rural Residential I Zoning District at Spring Street (Franklin Tax Assessor's Map 309 Lot 015, Map 310 Lot 002 & Map 323 Lot 044) will not have adverse effects that overbalance its beneficial effects on either the neighborhood or the Town, in view of the particular characteristics of the site and of the proposal in relation to that site.

Accordingly, at the Planning Board meeting on June 17, 2019 the Planning Board, upon motion duly made and seconded, voted (4-0-0) to **approve** the applicant's request to allow the Site Plan and Special Permits for Upper Union St/Mount St Solar.

The following members of the Planning Board were present at the hearing and voted as follows:

Anthony Padula	YES	Gregory Rondeau	YES
Joseph Halligan Jr.	YES	John Carroll	YES

Any person aggrieved by the above decision of the Franklin Planning Board may file an appeal pursuant to Massachusetts General Laws Chapter 40A, Section 17. Such appeal must be filed within twenty (20) days after the filing of the notice of the Board's decision with the Town Clerk.

This Certificate of Vote shall become effective only upon the recording of a copy certified by the Town Clerk with the Norfolk County Registry of Deeds. A copy of the recorded Certificate of Vote shall be submitted to the Board within thirty (30) days of recording.

STANDARD CONDITIONS OF APPROVAL
(1) SPECIAL PERMIT/SITE PLAN
Upper Union St/Mount St Solar

1. This Special Permit shall not be construed to run with the land and shall run with the Site Plan as endorsed by the Planning Board. A new Special Permit shall be required from the Planning Board if any major change of use or major change to the site plan is proposed.
2. This Special Permit shall lapse if a substantial use or construction has not begun, except for good cause, within twenty four (24) months of approval, unless the Board grants an extension.- No final Certificate of Occupancy shall be issued until all requirements of the Special Permit have been completed to the satisfaction of the Board unless the applicant has submitted a Partial Certificate of Completion for the remainder of the required improvements and received approval by the Planning Board. The applicant's engineer or surveyor, upon completion of all required improvements, shall submit a Certificate of Completion. The Board or its agent(s) shall complete a final inspection of the site upon filing of the Certificate of Completion by the applicant. Said inspection is further outlined in condition #4.
3. Construction or operations under this Special Permit shall conform to any subsequent amendment of the Town of Franklin Zoning Bylaw (§185) unless the use or construction is commenced within a period of six (6) months after the issuance of this Special Permit and, in cases involving construction, unless such construction is continued through to completion as continuously and expeditiously as is reasonable.
4. **The Planning Board will use outside consultant services to complete construction inspections upon the commencement of construction.** The Franklin Department of Public Works Director, directly and through employees of the Department of Public Works and outside consultant services shall act as the Planning Board's inspector to assist the Board with inspections necessary to ensure compliance with all relevant laws, regulations and Planning Board approved plan specifications. Such consultants shall be selected and retained upon a majority vote of the Board.
5. Actual and reasonable costs of inspection consulting services shall be paid by the owner/applicant before or at the time of the pre-construction meeting. Should additional inspections be required beyond the original scope of work, the owner/applicant shall be required to submit fees prior to the issuance of a Final Certificate of Completion by the Planning Board (Form H). Said inspection is further outlined in condition #4.
6. No alteration of the Special Permit and the plans associated with it shall be made or affected other than by an affirmative vote of the members of the Board at a duly posted meeting and upon the issuance of a written amended decision.
7. All applicable laws, by-laws, rules, regulations, and codes shall be complied with, and all necessary licenses, permits and approvals shall be obtained by the owner/applicant.
8. Prior to the endorsement of the site plan, the following shall be done:
 - The owner/applicant shall make a notation on the site plan that references the Special Permit and the conditions and dates of this Certificate of Vote.
 - A notation shall be made on the plans that all erosion mitigation measures shall be in place prior to major construction or soil disturbance commencing on the site.
 - All outstanding invoices for services rendered by the Town's Engineers and other reviewing Departments of the Town relative to their review of the owner/applicant's application and plans shall have been paid in full.
 - The owner/applicant shall submit a minimum of six copies of the approved version of the plan.
9. Prior to any work commencing on the subject property, the owner/applicant shall provide plans to limit construction debris and materials on the site. In the event that debris is carried onto any

public way, the owner/applicant and his assigns shall be responsible for all cleanup of the roadway. All cleanups shall occur within twenty-four (24) hours after first written notification to the owner/applicant by the Board or its designee. Failure to complete such cleanup may result in suspension of construction of the site until such public way is clear of debris.

10. The owner/applicant shall install erosion control devices as necessary and as directed by the Town's Construction Inspector.
11. **Prior to construction activities, there shall be a pre-construction meeting with the owner/applicant, and his contractor(s), the Department of Public Works and the Planning Board's Inspector.**
12. Prior to the endorsement, the Certificate of Vote and Order of Conditions shall be added to the Site Plans.

SPECIAL CONDITIONS OF APPROVAL

(1) SPECIAL PERMIT/SITE PLAN

Upper Union St/Mount St Solar

1. Applicant shall enter into a monetary agreement (PILOT) at the sole discretion of Administration and the Town of Franklin prior to commencement of construction.
2. A Surety bond in the amount of \$46,768.00 shall be issued by a surety company acceptable to the Town of Franklin prior to commencement of construction.
3. There will be no trees or telephone poles removed on Mount Street or Upper Union Street.
4. All trees shall be planted prior to commencement of construction.

Town of Franklin

Town Administrator
Tel: (508) 520-4949

Fax: (508) 520-4903



355 East Central Street
Franklin, Massachusetts 02038-1352

Memorandum

June 21, 2019

To: Town Council
From: Jamie Hellen, Town Administrator

Re: Dissolution of the Community Garden Committee

I am proposing to dissolve the Community Garden Committee due to inconsistent membership on the committee and a lack of interest in serving on the committee from the folks who use it. Additionally, the Recreation Department has been managing the garden for years and most recently, the Agricultural Commission have been working to promote the garden and rent out beds that have been vacant. I am hoping through the Ag Comm and the Recreation department can fix up the current stock of beds that exist, while also hopefully one day expanding the garden a little more.

If anyone has any questions, please let me know.



TOWN OF FRANKLIN

RESOLUTION 19-48

DISSOLUTION OF THE FRANKLIN COMMUNITY GARDEN COMMITTEE

WHEREAS, the Franklin Town Council, by Resolution 11-09, created the Franklin Community Garden Committee; and

WHEREAS, there is no longer a need for the Committee, since its duties and responsibilities are being undertaken by other Town entities,

NOW THEREFORE, Be It Enacted by the Franklin Town Council that the Franklin Community Garden Committee is hereby dissolved.

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

DATED: _____, 2019

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: ____ NO: ____

ABSTAIN: ____ ABSENT: ____

RECUSED: _____

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Town of Franklin

Town Administrator
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street
Franklin, Massachusetts 02038-1352

June 5, 2019

To: Town Council
From: Jamie Hellen, Town Administrator

Re: Amendment to the Chapter 25 Human Resource Management

I am asking the Council to amend the Town's Human Resources Management bylaw by modernizing the language to allow us to keep these documents more up to date and communicate better with employees.

I would like to amend language to make the employee policies manual online on the Town website. It will also be part of a new central Google Team Drive portal for all staff to have Human Resources materials and Town policies in one central repository. As you know, the Human Resources Director just rewrote and updated the entire Employee Policies manual. Eliminating the 30-day notification requirement to the Council will allow us to update policies based on employee feedback, changing conditions in the market or adapt state or federal laws that are enacted and ensure our employees have the most up to date information. The latest copy of the employment policies will of course still be required to be in the Town Clerk's Office.

Second, I am requesting to update the bylaws to remove the requirement that the Compensation plan requires an annual vote of the Council. This will enable me to properly merge the "Classification Plan" with the "Compensation Plan", which actually has overlapping information and is very confusing in its current form. A few additional points:

- The entire Classification Plan and Compensation Plan is already in the Town Budget. Thus, by amending this bylaw, we are reducing redundant votes, streamlining the plans into one document to make it more understandable and transparent to employees. Many employees have recently given Karen and I a lot of feedback on changes they would like to job titles and job descriptions to reflect the work they are actually doing or what they will be doing in the future.
- This document is only for nonunion employees as unionized staff are within their CBA agreements.
- I am also requesting the bylaw be amended to require a copy of this document be available in the Town Clerk's Office, like the employee policies. Currently, this document is not required by our bylaws to be in the Clerk's Office.

Third, while we are amending this bylaw, I have proposed updated the anti-discrimination clauses in our bylaw, which have not been updated in twenty years to reflect state and federal laws. All of this proposed language is actually duplicative of what is already in our policies.



TOWN OF FRANKLIN

BY-LAW AMENDMENT 19-843

Chapter 25 - Human Resource Management

A By-law to Amend the Code of Franklin at Chapter 25 – Human Resource Management.

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT the Code of the Town of Franklin is amended at Chapter 25 – Human Resource Management.

Chapter 25 – Human Resources Management

GENERAL REFERENCES Administration of government

§ 25-1. Purpose and intent.

~~A.~~ The purpose of the Personnel Bylaw is to establish a framework for public human resources management for the Town of Franklin based on merit to support the operational needs of Town government. Systems and procedures developed as a result of this bylaw provide means to recruit, retain, and develop employees to provide cost effective and outstanding customer service to the community. All human resources actions in the Town shall be made without regard to race, color, religious creed, national origin, ancestry, sex (including pregnancy, childbirth and related medical conditions), gender identity, age, criminal record (inquiries only), handicap (disability), mental illness, sexual orientation, active military personnel, and genetics. Actions will be based on merit and fitness without regard to sex, race, religion, color, age, handicap, political affiliations, personal relationships, or other non-job-related factors. ~~They shall be based on merit and fitness.~~

~~B.~~

This bylaw and policies adopted pursuant to this bylaw are not intended to be all-inclusive. Final discretion as to interpretation and as to the appropriate course of action concerning a personnel matter shall be that of the Town Administrator.

§ 25-2 Authority of Town Administrator.

The Town Administrator is the appointing authority for all positions and employees except elected officers and employees of the School Department in pursuance of the provisions of MGL c. 41, §§ 108A and 108C, and the Town Charter, § 4.2.5. All human resource management actions are under the authority of the Town Administrator.

§ 25-3 Definitions.

CHARTER — Franklin Town Home Rule Charter.

POLICIES

This term includes policies, procedures, rules and regulations.

THE BYLAW

Human Resource Management Bylaw.

TOWN CODE

Code of the Town of Franklin.

§ 25-4 Applicability; conflicts.

- A. All Town departments and positions shall be subject to the provision of this bylaw and policies adopted pursuant to this bylaw, except elected officers and employees of the School Department in pursuance of the provisions of MGL c. 41, §§ 108A and 108C.
- B. To the extent that there is a direct conflict between the language of a collective bargaining agreement and this bylaw or policies adopted pursuant to it, the provisions of the collective bargaining agreement shall prevail.
- C. Nothing in this bylaw shall be construed to conflict with any provision of the Town Charter; to the extent that any apparent conflict exists, it shall be determined in favor of the Charter.

§ 25-5 Construal of provisions.

- A. State Civil Service Law and Regulations. Nothing contained in this bylaw shall be construed to conflict with MGL c. 31 and regulations adopted in conformance with MGL c.31.
- B. Other statutes. Nothing contained in this bylaw or in policies adopted pursuant to it shall be construed to conflict with any statute of general application, special law enacted for the Town of Franklin or any permissive statute accepted by the Town of Franklin. To the extent that any apparent conflict exists, statutory language shall control.

§ 25-6 Responsibility for administration.

- A. The Town Administrator is the appointing authority for all municipal positions, excluding elected officials and employees working under the direct direction of the School Committee. This applies to all hiring, promotion, and termination actions.
- B. The Town Administrator, in accord with § 4-2-3(g) of the Home Rule Charter, is responsible for the daily administration of the human resource management system. The Town Administrator or his/her designee shall be responsible for the development of the human resources system which meets the current and projected needs of the Town. The Town Administrator or his/her designee shall conduct research to keep the human resources systems and policies current with industry best practices. Policies may address topics including, but not limited to, recruitment and selection, compensation for employees, benefit programs, time off, methods of selection of personnel, employee conduct, performance management, safety and workplace violence, employee relations, training and employee development.

§ 25-7 Delegation of authority.

- A. The Town Administrator may appoint a Human Resources Director for the Town of Franklin who will impartially and equitably oversee all personnel activities of Town

government in administering this bylaw, but the Town Administrator shall retain responsibility for all such delegated acts and approval of personnel matters.

~~B.~~ From time to time the Human Resources Director will review and amend the classification and compensation plan, which establishes position titles, grades and salary ranges for all non-union employees. minimum and maximum salaries for pay ranges. ~~This compensation plan shall be submitted to the Town Council for approval prior to implementation. Adjustments to the classification and compensation plan will be based on current job responsibilities and market conditions. A copy of the most recent plan shall be filed with the Town Clerk.~~

§ 25-8 Management policies.

A. The Town Administrator shall adopt policies to implement this bylaw and will ensure that policies reflect professional practices, are kept current with federal and state laws and regulations, and are in accord with the Home Rule Charter and other provisions of the Town Code.

B. The Town Administrator will ensure that department heads, supervisory personnel and employees have access to current policies to promote efficiency and economy of government.

C. The Town of Franklin is an equal opportunity employer. ~~and does not make any personnel decisions on the basis of an applicant's race, gender, national origin, religion, age, color, or disability status.~~ Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, or any other personnel action because of race, color, religious creed, national origin, ancestry, sex (including pregnancy, childbirth and related medical conditions), gender identity, age, criminal record (inquiries only), handicap (disability), mental illness, sexual orientation, active military personnel, genetics, race, creed, color, national origin, age, sex, handicap, political affiliation, or other nonmerit factor is prohibited except where such factor is a bona fide occupational requirement.

§ 25-9 Employee rights and responsibilities.

A. Employees who choose to work for the Town of Franklin can expect a workplace free from discrimination, harassment, or political pressure.

B. Employees are expected to conduct business with integrity and to report any instances of irregularity or fraud. They must not use their position for personal gain, nor engage in any conduct which may reflect unfavorably upon the Town.

§ 25-10 Adoption of policies.

The Town Administrator is empowered and authorized by this bylaw to adopt human resource management policies defining the rights, benefits, and obligations of employees subject to this bylaw. ~~Such policies shall become effective in accordance with the following procedure:~~

A. The Town Administrator may develop, amend or revise rules, regulations, policies, and procedures to meet the current needs of the Town of Franklin.

B. The new or amended policies and their proposed effective date shall be communicated to employees and posted on the town website.

C. Copies of the new or amended policies shall be filed with the Town Clerk.

D.

~~B. distributed to the Town Council at a regularly scheduled meeting. The Town Council shall have 30 days to accept, reject or amend the policy. If the Town Council takes no action within 30 days, the proposed policy shall take effect.~~

~~C. The new or amended policies shall be communicated to employees.~~

~~Copies of the new or amended policies shall be filed with the Town Clerk.~~

§ 25-11 Severability.

The provisions of this bylaw and the policies adopted pursuant to this bylaw are severable. If any bylaw provision or policy is held invalid, the remaining provision of the bylaw or policy shall not be affected thereby.

This by-law Amendment shall become effective in accordance with the provisions of the Franklin Home Rule Charter

DATED: _____, 2019

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

RECUSED _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk