



## FRANKLIN TOWN COUNCIL

### Agenda & Meeting Packet

September 5, 2018

Municipal Building  
Council Chambers  
355 East Central Street  
2nd Floor  
7:00 PM

#### 1. ANNOUNCEMENTS

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

#### 2. CITIZEN COMMENTS

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

#### 3. APPROVAL OF MINUTES

- a. August 8, 2018 Minutes

#### 4. PROCLAMATIONS/RECOGNITIONS

- a. Police Officers- Retiring and New

#### 5. APPOINTMENTS

#### 6. HEARINGS - 7:10 PM

- a. Zoning Bylaw 18-820: Zoning Map Changes on or near King Street, Summer Street, Lawrence Drive and Uncas Ave.

#### 7. LICENSE TRANSACTIONS

- a. Santa Fe Burrito Grill LLC- New License.- *Public Hearing 7:10pm*
- b. Table & Vine, Inc - Change of Manager.
- c. BBRG TR, LLC d/b/a Joe's American Bar & Grill- Change of Manager & Change of Beneficial Interest.

#### 8. PRESENTATIONS/DISCUSSIONS

#### 9. SUBCOMMITTEE REPORTS

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

#### 10. LEGISLATION FOR ACTION

- a. Resolution 18-18 (Corrected) Appropriation Loan Order (Borrowing Authorization (**Motion to Approve Resolution 18-18 – Two-Thirds Majority Roll Call Vote (6)**)
- b. Resolution 18-44: Acceptance of Gift to the Council on Aging (**Motion to Approve Resolution 18-44 - Majority Vote (5)**)

- c. Resolution 18-46: Appropriation of Cable Funds in Support of PEG Service and Programming per MGL Ch. 44, §53F3/4 **(Motion to Approve Resolution 18-46 - Majority Vote (5))**
- d. Resolution 18-47: Senior Citizen Property Tax Work-Off Abatement Program **(Motion to Approve Resolution 18-47 - Majority Vote (5))**
- e. Resolution 18-48: Acceptance of Gift to the Franklin Police Department **(Motion to Approve Resolution 18-48 - Majority Vote (5))**
- f. Resolution 18-49: Acceptance of Gift to the Franklin Fire Department **(Motion to Approve Resolution 18-49 - Majority Vote (5))**
- g. Resolution 18-50: Acceptance of Gift to the Franklin Fire Department **(Motion to Approve Resolution 18-50 - Majority Vote (5))**
- h. Zoning Bylaw Amendment 18-815: Changes to 185, Attachment 9, Schedule of Lot, Area, Frontage, Yard and Height Requirements **-1st Reading (Motion to Move Zoning Bylaw Amendment 18-815 to a 2nd Reading- Majority Vote (5))**
- i. Zoning Bylaw Amendment 18-816: Changes to §185, Use Regulations Schedule Parts I and VII, Attachments 2 and 8 - **2nd Reading ( Motion to Adopt Zoning Bylaw Amendment 18-816- Two-Thirds Majority Roll Call Vote (6))**
- j. Zoning Bylaw Amendment 18-818: Maximum Building Height Dimensional Regulations - **2nd Reading ( Motion to Adopt Zoning Bylaw Amendment 18-818- Two-Thirds Majority Roll Call Vote (6))**
- k. Zoning Bylaw 18-820: Zoning Map Changes on or near King Street, Summer Street, Lawrence Drive and Uncas Ave **-1st Reading (Motion to Move Zoning Bylaw Amendment 18-820 to a 2nd Reading- Majority Vote (5))**
- l. Bylaw Amendment 18-819: Amendment to Chapter 170, Vehicles and Traffic - **2nd Reading (Motion to Adopt Bylaw Amendment 18-819- Majority Roll Call Vote (5))**

**11. TOWN ADMINISTRATOR'S REPORT**

**12. FUTURE AGENDA ITEMS**

**13. COUNCIL COMMENTS**

**14. EXECUTIVE SESSION-** *Police Negotiations- Patrol Officers, Sergeants*

**15. ADJOURN**

**FRANKLIN TOWN COUNCIL  
MINUTES OF MEETING  
August 8, 2018**

A meeting of the Town Council was held on Wednesday, August 8, 2018, at the Franklin Municipal Building, 355 East Central Street, Franklin, Massachusetts. Councilors present: Patrick Casey, Robert Dellorco, Melanie Hamblen, Glenn Jones, Matthew Kelly, Eamon McCarthy Earls, Thomas Mercer, Peter Padula, Deborah Pellegrini. Councilors absent: None. Administrative personnel in attendance: Jeffrey Nutting, Town Administrator; Jamie Hellen, Deputy Town Administrator; Mark Cerel, Town Attorney.

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

**ANNOUNCEMENTS:** Chairman Kelly 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. Frank Falvey, 920 Pond Street, addressed the Town Council. He discussed the number of parking spaces available for people at the voting location. He noted when elections were held and school was in session, there were no available parking spaces; the parking availability was terrible even though he had previously talked to the Town Clerk and the Superintendent of Schools about the need for parking. He stated the school operator was inundated with calls about the parking situation on that day. He was assured by the then Superintendent of Schools this would not happen again. He noted that for the town election that included the election of the current Town Council members, school was not in session, but a teachers' meeting was scheduled and the teachers parked in front of the polling location even though he was assured that would not happen. There are two elections scheduled for this fall: a primary (school will be in session) and a general election (school will not be in session). He thinks it is the responsibility of the town government to make sure voters have easy access to voting. He stated if we want democracy we need to encourage people and make it easier for them to vote. He thanked the Town Council for moving from three to five minutes for citizen comments.

**APPROVAL OF MINUTES: July 11, 2018.** ► **MOTION** to Approve the July 11, 2018 meeting minutes by Padula. **SECOND** by Dellorco. **No Discussion.** ► **VOTE: Yes-8, No-0, Absent-0, Abstain-1.** (Mr. Mercer abstained.)

**PROCLAMATIONS/RECOGNITIONS:** ► *Swearing in of Firefighters.* ► The promotions of Charles Allen to lieutenant and Keith Darling to captain were recognized and the career backgrounds of each firefighter were reviewed. ► Ms. Teresa Burr, Town Clerk, performed the swearing in. Both firefighters were pinned by their wives. ► Town Council members offered their congratulations. ► It was noted that Fire Chief McCarraher could not attend the swearing in tonight; he sent his regrets.

*Chairman Kelly called a three-minute recess.*

**APPOINTMENTS: Community Garden Committee, Crystle Chase.** ► Mr. Jones read the Appointment. ► **MOTION** to Ratify the appointment by the Town Administrator of Crystle Chase to serve as a member of the Franklin Community Garden Committee by Jones. **SECOND** by Dellorco. **Discussion:** ► Mr. Nutting stated Ms. Chase was not present. ► **VOTE: Yes-9, No-0, Absent-0.**

*Note: Items taken out of order from agenda.*

**PRESENTATIONS/DISCUSSIONS:** ► *Fourth of July Coalition.* ► Ms. Pellegrini read a proclamation honoring the Fourth of July Coalition. ► Mr. Joe Carmignani and Mr. Paul Kortick addressed the Town Council. Mr. Kortick stated they wanted to talk about the past Fourth of July celebration and begin

planting the seeds for next year. He reviewed the events and noted the road race was well attended. He stated there were additional booths, the music went well, and the fireworks were back. Everything seemed to go well and the cleanup was thorough. He noted they increased by \$13,000 the amount of donations with about 45 businesses and 450 residents contributing for a total of about \$19,000; he thanked all businesses and residents that donated. He stated the bad part was that the weather was extremely hot so not a lot of people came to the carnival; they did not get as much funding from the carnival as expected. Overall, they spent about \$60,000 and they took in about \$45,000. He stated they figure that next year they will increase the amount of fundraising and hope that this year was an anomaly in weather. ► Mr. Carmignani thanked the Town Council, the administration, fire and police departments, DPW, and all volunteers and sponsors that helped. He noted they will maintain the website for the upcoming Fourth of July celebration and talked about the dates for next year. He stated they have started discussions about possibly bringing the parade back. ► Town Council members talked about the events and thanked everyone for their hard work.

**LEGISLATION FOR ACTION (items taken out of order from agenda):**

**k. Bylaw Amendment 18-819: Amendment to Chapter 170, Vehicles and Traffic - 1st Reading (Motion to Move Bylaw Amendment 18-819 to a 2nd Reading - Majority Vote (5)).** ► Mr. Jones read the resolution. ► **MOTION to Move** Bylaw Amendment 18-819: Amendment to Chapter 170, Vehicles and Traffic to a 2<sup>nd</sup> Reading by **Mercer. SECOND** by **Dellorco. Discussion:** ► Mr. Nutting stated they had discussions with the neighborhood residents about the parking problems. He stated Dean College has rearranged their parking arrangements starting this fall. In addition, the Town has striped spaces and expanded the parking regulations. With these changes, the hope is it will improve the parking problem in the neighborhood. He reviewed the current and proposed Downtown Parking District changes as shown on the provided map and outlined in the Town Council members' packets. He stated the Town Engineer and Police Chief were present tonight to answer questions. ► A resident asked why there has to be parking on both sides of Nason Street; there is not enough room for a large truck to make the corner. ► Mr. Michael Maglio, Town Engineer, stated the proposed changes make the existing parking more restrictive. With the addition of the striped spaces, it pushed back where vehicles could park from the corner. ► Mr. Nutting stated this slows traffic down; the wider the street and the less parking, the faster people go. ► Mr. Maglio stated they tried to give people 6 to 10 ft. at the edges of their driveways when laying out the parking spots. Residents with concerns should call Mr. Maglio. ► Town Council members, Mr. Nutting, and audience members discussed and reviewed the proposed changes. ► Mr. Nutting reviewed the two-hour parking restriction in the Downtown; residents may not park in front of their houses for more than two hours. ► Chairman Kelly stated if people are having a party, having people over, having something going on the street, just call the police dispatcher and let them know. ► Mr. Dellorco asked the residents to let the Town Council know how this is working a few weeks after school starts. ► Police Chief Lynch stated they now have the ability to track vehicles that have parking tickets and will tow as necessary. ► Mr. Padula thanked everyone who worked on this. ► **VOTE: Yes-9, No-0, Absent-0.**

**LICENSE TRANSACTIONS:** ► **Franklin BBC, LLC d/b/a British Beer Company - Change of Manager.** ► Mr. Jones read the license transaction. ► **MOTION to Approve** the request by Franklin BBC, LLC for a change of Manager to Joscelin Carson by **Jones. SECOND** by **Mercer. Discussion:** ► Town Council members asked questions. ► Ms. Carson stated she is the GM and has been there since April; she has worked for the British Beer Company for two years. She provided her career and certification background. ► Mr. Padula asked if anyone has looked at this to determine it is okay. ► Mr. Cerel stated the paperwork was submitted and the background has been provided. ► Mr. Nutting stated Chrissy does all the applications and she was not here today. ► Ms. Carson, in response to Mr. Padula's request, reviewed her experience, what she would be doing, and her background and training. ► Mr. Jones noted the Town does occasional stings on establishments. ► Town Council members asked Ms. Carson questions. ► **VOTE: Yes-9, No-0, Absent-0.**



► **Table & Vine, Inc - Change of Manager.** ► Chairman Kelly requested this item be tabled to the next meeting as the Manager is not present at the meeting. ► **MOTION to Table** this License Transaction request to the September 5, 2018, Town Council meeting by **Mercer. SECOND** by **Dellorco. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.**

**PRESENTATIONS/DISCUSSIONS (continued):** ► **Facilities.** ► Mr. Michael D'Angelo, Director of Public Facilities, and Mr. Marco Brancato, Deputy Director of Public Facilities, addressed the Town Council with a slide presentation about the Town of Franklin Public Facilities. Mr. D'Angelo reviewed the mission statement, municipal facilities, school facilities, public facilities organizational chart, custodial support, municipal buildings and school buildings completed work orders FY2016-FY2018, and LED completion status for municipal buildings and school buildings. ► Mr. Brancato continued the slide presentation reviewing preventative maintenance, advantages of preventative maintenance, preventative maintenance work orders 2018 (first year of implementation). ► Mr. D'Angelo continued the presentation reviewing energy efficiency and he thanked all the public facilities staff and Town Council for their support. ► Town Council members asked questions about work orders, SchoolDude requests, why some work orders take so long to complete, who checks on the work done by outside contractors, the number of facility employees, the number of work orders and PMs, what steps are being taken to prevent pipe bursts in facilities, are measures being taken to preserve the tiffany glass in the library, is there any further training for inhouse staff that they could go to reduce some of the outside calls that are needed to complete work, looking at the roofs on all buildings and having a plan to deal with the roofs, and they would like to see where we are in all of the roofs. ► Mr. D'Angelo discussed the inhouse and outside companies used to complete work orders. He stated that during the summer it is all about the schools. In response to Town Council members questions, he explained they have had in engineers from various companies regarding pipe bursts and are looking at possible sprinkler system modifications. Regarding the glass around the Reading Room, they are not currently working on any restoration processes for that, but they are working on erecting a glass barrier on the mezzanine. He stated the Town has a special company that comes out if anyone reports a leak; they come out right away. He discussed the type of roofing material used and noted the life expectancy for most of the flat roofs is probably 25 to 30 years. ► Mr. Brancato, in response to Town Council members questions, discussed how work orders get done, how SchoolDude works, how he checks all the work done by outside contractors, the difference between regular work orders and preventative maintenance (PM) work orders that are generated automatically, that the inhouse plumber does air compressors, exhaust fans, and more than just routine plumbing, how with the PM system the inhouse staff is doing more, how he uses his small crew as much as possible, the difficulty it would be for his staff to go into HVAC training due to their work load, there has been a very small number of complaints because they are doing a better job with the PM system, he has done two roofs and the special camera he has can find hot spots in a roof indicating heat loss. ► Mr. Nutting stated they meet with Facilities staff every Thursday and go over things; they have been talking about roofs. ► Chairman Kelly stated the Historical Museum looks like junk and needs a paint job, and the Brick School is not being taken care of like it should be such as grass not being cut and the building looking old and tired. He feels it is not being attended to and not being looked after. He stated it was on their list, but he does not see anyone there. It is a historical gem in the Town. He stated we have to take care of that building. ► Mr. D'Angelo stated they would be de-leading in September and then replacing some siding and doing painting in the fall on the Historical Museum. He stated they have no plans not to do things for the Brick School; they are there maintaining boilers and lightening. They have not painted it recently. He stated Chairman Kelly's point was taken; we will make it a priority. ► Mr. Nutting noted they would not be getting to the cupola of the Historical Museum until next year due to the cost.

► **Open Space Committee Discussion.** ► Mr. Nutting stated he provided the Town Council members with his memo dated August 1, 2018, regarding Background for Open Space Discussion which included the background, committees/interested parties, documents/other information, history of purchasing, accepting or by tax taking Open Space from 2002 to today, and two maps. He reviewed and discussed said memo. ► Chairman Kelly asked the Town Council members to not discuss any particular parcels they have questions on by their name or address so that we do not negate any potential negotiation power

down the road. ► Mr. Padula thanked the Town Administrator for laying out the clear information and provided maps. ► Mr. Earls stated he had brought up the idea of reinstating the Open Space Committee several months ago. He wanted to recap why he brought it up. He stated he had attended a few Conservation Commission meetings this winter and one sentiment he heard expressed by Conservation Commission members is while they have been technically tasked with the Open Space work for the Town, it is not really something in their purview at this time; they are pretty much fully occupied with wetland related concerns. They expressed they did not really have the time within their commitments as a Commission to focus on questions such as Open Space acquisition, management and strategy. That is why he thinks it is useful to consider reinstating the Open Space Committee. He stated there was an interest expressed in 2017 about Open Space and making sure the Town reviews parcels as they come up. ► Mr. Nutting reviewed the Open Space process including Chapter 61A land. As far as private parcels, he does contact property owners; he is an advocate for Open Space in the right location. People in Franklin love our parks. He stated you never know when a deal is going to come. He reviewed some specific parcels that were obtained; it is an ongoing review of opportunities. ► Mr. Jones discussed this issue including volunteerism and stated he does not see the need to resurrect the Open Space Committee. ► Ms. Hamblen stated she thinks the Administration has been very proactive in trying to find open space. To preserve open space is one of the mission statements of the Agricultural Commission. ► Chairman Kelly stated he feels the Administration and Town Council has been out in front of this. The Agriculture Commission is also looking at this. He agrees with Mr. Jones that he does not see the need for an Open Space Committee at this time. ► Mr. Hellen stated in order to qualify for open space grants from the state, the Open Space Plan must be updated every seven years; the Town Council went through this process two years ago in 2016. ► Mr. Earls stated he understands Mr. Jones' concerns about volunteerism, but he still can see the potential role for such a committee. He asked Ms. Hamblen and Mr. Cerel if we could add into the Agricultural Commission the capability to administer and oversee more of that open space kind of work for land that may not be agricultural in nature. ► Ms. Hamblen stated that would have to be brought to the Chair of the Agricultural Commission.

#### HEARINGS:

1. **Zoning Bylaw Amendment 18-815: Changes to §185, Attachment 9, Schedule of Lot, Area, Frontage, Yard and Height Requirements.**
2. **Zoning Bylaw Amendment 18-816: Changes to §185, Use Regulations Schedule Parts I and VII, Attachments 2 and 8.**
3. **Zoning Bylaw Amendment 18-818: Maximum Building Height Dimensional Regulations.**

► Chairman Kelly declared the hearing for *Zoning Bylaw Amendment 18-815: Changes to §185, Attachment 9, Schedule of Lot, Area, Frontage, Yard and Height Requirements* open. ► Mr. Nutting stated these three hearings were all vetted through the Economic Development Committee and voted to be recommended to the full Council. They have also gone to the Planning Board who agrees. He reviewed the zoning bylaw amendment. He stated this creates a sideline setback in CI; they want to have the ability to get down an alleyway for public safety. It puts 10 ft. on one side. It also changes impervious coverage to 90 percent from 100 percent to make sure the lot can absorb the water. ► Town Council members asked questions about the provided handouts and discussed that the handouts provided were not the same. ► Mr. Nutting provided responses noting the correct handout. ► Chairman Kelly stated they should decide whether to table this vote until the next meeting to make sure they all have the same handouts/information; this information was not presented correctly.

► Chairman Kelly declared the hearing for *Zoning Bylaw Amendment 18-816: Changes to §185, Use Regulations Schedule Parts I and VII, Attachments 2 and 8* open. ► Mr. Nutting stated this will ease the burden for those who want to have poultry. The recommendation is to reduce the setbacks to 25 ft. on two

sides and the rear. This would ease the zoning standard; the Board of Health hearing process is still required.

► Chairman Kelly declared the hearing for *Zoning Bylaw Amendment 18-818: Maximum Building Height Dimensional Regulations* open. ► Mr. Nutting stated this is to reconfigure the height in various Commercial and Industrial zones to be more consistent. Essentially, it decreases the maximum building height in CI from 60 ft. to 50 ft. He reviewed the CI locations. He noted the highest building in Downtown is 50 ft. ► Mr. Mercer stated the EDC vetted all three of these hearings. This one was discussed at three meetings with two or three members of the Planning Board present. He thinks this is a good adjustment to the height requirements. ► Mr. Padula stated this was an excellent job done by all the people involved.

► **MOTION to Close all three Public Hearings by Mercer. SECOND by Padula. No Discussion.**  
 ► **VOTE: Yes-9, No-0, Absent-0.**

#### **SUBCOMMITTEE REPORTS:**

1. **Capital.** ► Mr. Dellorco stated there are no updates at this time.
2. **Budget.** ► Mr. Padula stated there is a meeting in September.
3. **Economic Development.** ► Mr. Mercer stated they had a meeting tonight prior to the Town Council meeting. They discussed the sign bylaw and some adjustments that need to be made. It will take a meeting or two before they have anything to bring forward to the Town Council. They are meeting again on September 5, 2018.

#### **LEGISLATION FOR ACTION (continued):**

- a. **Resolution 18-45: Participation in Opioid and Engagement of Legal Counsel for that Purpose (Motion to Approve Resolution 18-45 - Majority Vote (5)).** ► Mr. Jones read the resolution. ► **MOTION to Approve Resolution 18-45: Participation in Opioid and Engagement of Legal Counsel for that Purpose by Mercer. SECOND by Dellorco. Discussion:** ► Mr. Nutting stated this would allow us to join with over 100 communities of the Commonwealth to see if there is a way to recover costs for the tragedy that has taken place over the last five or six years with the opioid issues. ► Mr. Casey stated he thinks it would be silly not to join this litigation; no matter what the payout would be it would be beneficial in coming back to the community for the principle of the matter. It does not hurt the town at all to join the litigation. ► Mr. Dellorco stated the town is probably not going to get any money out of this, but he agrees with Mr. Casey. ► Mr. Cerel confirmed this would be a tort case and discussed how other large cases were done. ► Town Council members asked questions and discussed the resolution with Mr. Cerel and Mr. Hellen. ► **VOTE: Yes-9, No-0, Absent-0.**
  
- b. **Zoning Bylaw Amendment 18-803R: Zoning Map Changes from Industrial, or Industrial & Single Family Residential IV, or Industrial & Rural Residential I, to Single Family Residential IV, or Industrial, or Rural Residential I, an Area on or Near Fisher, Hayward and McCarthy Streets – 2<sup>nd</sup> Reading (Motion to Adopt Zoning Bylaw Amendment 18-803R – 2/3 Majority roll call vote (6)).** ► **MOTION to Waive the reading by Padula. SECOND by Dellorco. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.** ► **MOTION to Move Zoning Bylaw Amendment 18-803R: Zoning Map Changes from Industrial, or Industrial & Single Family Residential IV, or Industrial & Rural Residential I, to Single Family Residential IV, or Industrial, or Rural Residential I, an Area on or Near Fisher, Hayward and McCarthy Streets as amended by Mercer. SECOND by Padula. Discussion:** ► Mr. Nutting stated this cleans up the lot lines down by Fisher and Hayward and eliminates the one parcel that Mr. DeBaggis was concerned about. ► **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.**

- c. **Zoning Bylaw Amendment 18-805: Changes to §185-21 Parking, Loading and Driveway Requirements – 2<sup>nd</sup> Reading (Motion to Adopt Zoning Bylaw Amendment 18-805 – 2/3 Majority roll call vote (6)).** ► **MOTION to Waive the reading by Mercer. SECOND by Dellorco. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.** ► **MOTION to Move Zoning Bylaw Amendment 18-805: Changes to §185-21 Parking, Loading and Driveway Requirements by Mercer. SECOND by Padula. Discussion:** ► Mr. Nutting stated this will make minor changes to parking requirements Downtown in Commercial I. Right now, there is no requirement for parking; this would add a parking requirement of 1 ½ spaces per residential unit and 500 sq. ft. for a non-residential. It was approved by the Planning Board and Economic Development Committee. ► **ROLL CALL VOTE: Casey-YES; Dellorco-YES; Hamblen-YES; Jones-YES; Kelly-YES; Earls-YES; Mercer-YES; Padula-YES; Pellegri-YES.** ► **VOTE: Yes-9, No-0, Absent-0.**
- d. **Zoning Bylaw Amendment 18-810: Definitions. Small, Medium, Large Ground-Mounted Solar Energy Systems, Accessory Use, and Accessory Building or Structure – 2<sup>nd</sup> Reading (Motion to Adopt Zoning Bylaw Amendment 18-810 – 2/3 Majority roll call vote (6)).** ► **MOTION to Waive the reading by Mercer. SECOND by Dellorco. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.** ► **MOTION to Move Zoning Bylaw Amendment 18-810: Definitions. Small, Medium, Large Ground-Mounted Solar Energy Systems, Accessory Use, and Accessory Building or Structure by Mercer. SECOND by Dellorco. Discussion:** ► Mr. Nutting stated these next three items are tied together relating to ground-mounted solar and some cleanup of some definitions and rearranging how they layout in the zoning bylaw. We wanted to define small, medium, and large solar and what the different setbacks and criteria were. This was approved by the subcommittee as well as the Planning Board. ► **ROLL CALL VOTE: Casey-YES; Dellorco-YES; Hamblen-YES; Jones-YES; Kelly-YES; Earls-YES; Mercer-YES; Padula-YES; Pellegri-YES.** ► **VOTE: Yes-9, No-0, Absent-0.**
- e. **Zoning Bylaw Amendment 18-811: Changes to §185-19. Accessory Buildings and Structures – 2<sup>nd</sup> Reading (Motion to Adopt Zoning Bylaw Amendment 18-811 – 2/3 Majority roll call vote (6)).** ► **MOTION to Waive the reading by Dellorco. SECOND by Mercer. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.** ► **MOTION to Move Zoning Bylaw Amendment 18-811: Changes to §185-19. Accessory Buildings and Structures by Mercer. SECOND by Padula. Discussion:** ► Mr. Nutting stated this is the same thing; it is just in another section in the definitions. ► **ROLL CALL VOTE: Casey-YES; Dellorco-YES; Hamblen-YES; Jones-YES; Kelly-YES; Earls-YES; Mercer-YES; Padula-YES; Pellegri-YES.** ► **VOTE: Yes-9, No-0, Absent-0.**
- f. **Zoning Bylaw Amendment 18-812: Ground-Mounted Solar Energy System Use Regulations – 2<sup>nd</sup> Reading (Motion to Adopt Zoning Bylaw Amendment 18-812 – 2/3 Majority roll call vote (6)).** ► **MOTION to Waive the reading by Padula. SECOND by Dellorco. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.** ► **MOTION to Move Zoning Bylaw Amendment 18-812: Ground-Mounted Solar Energy System Use Regulations by Dellorco. SECOND by Padula. Discussion:** ► Mr. Nutting stated same comment. ► **ROLL CALL VOTE: Casey-YES; Dellorco-YES; Hamblen-YES; Jones-YES; Kelly-YES; Earls-YES; Mercer-YES; Padula-YES; Pellegri-YES.** ► **VOTE: Yes-9, No-0, Absent-0.**
- g. **Zoning Bylaw Amendment 18-815: Changes to §185, Attachment 9, Schedule of Lot, Area, Frontage, Yard and Height Requirements – 1<sup>st</sup> Reading (Motion to Move Zoning Bylaw Amendment 18-815 to a 2<sup>nd</sup> Reading - Majority Vote (5)).** ► **MOTION to Table Zoning Bylaw Amendment 18-815: Changes to §185, Attachment 9, Schedule of Lot, Area, Frontage, Yard and Height Requirements – 1st Reading to September 5, 2018 by Mercer. SECOND by Dellorco. No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.**
- h. **Zoning Bylaw Amendment 18-816: Changes to §185, Use Regulations Schedule Parts I and VII, Attachments 2 and 8 – 1<sup>st</sup> Reading (Motion to Move Zoning Bylaw Amendment 18-816 to a 2<sup>nd</sup> Reading - Majority Vote (5)).** ► Mr. Jones read the zoning bylaw amendment. ► **MOTION to Move**

Zoning Bylaw Amendment 18-816: Changes to §185, Use Regulations Schedule Parts I and VII, Attachments 2 and 8 to a 2<sup>nd</sup> Reading by **Mercer**. **SECOND** by **Padula**. **Discussion:** ► Mr. Nutting stated it is a good idea. ► **VOTE: Yes-8, No-0, Absent-0, Abstain-1.** (Ms. Hamblen abstained.)

- i. Zoning Bylaw Amendment 18-818: Maximum Building Height Dimensional Regulations – 1<sup>st</sup> Reading (Motion to Move Zoning Bylaw Amendment 18-818 to a 2<sup>nd</sup> Reading – Majority vote (5)).** ► **MOTION** to Waive the reading by **Padula**. **SECOND** by **Mercer**. **No Discussion.** ► **VOTE: Yes-9, No-0, Absent-0.** ► **MOTION** to Move Zoning Bylaw Amendment 18-818: Maximum Building Height Dimensional Regulations to a 2<sup>nd</sup> Reading by **Mercer**. **SECOND** by **Dellorco**. **Discussion:** ► Mr. Nutting stated no comment. ► Mr. Padula confirmed this was spoken about during the public hearings; he reviewed the height requirements. ► **VOTE: Yes-9, No-0, Absent-0.**
- j. Bylaw Amendment 18-817: Amendment to Water System Map – 2<sup>nd</sup> Reading (Motion to Adopt Bylaw Amendment 18-817 – Majority vote (5)).** ► Mr. Jones read the bylaw amendment. ► **MOTION** to Move Bylaw Amendment 18-817: Amendment to Water System Map by **Mercer**. **SECOND** by **Dellorco**. **Discussion:** ► Mr. Nutting stated he thinks this was fully vetted at the first reading. He recommended approval. ► **VOTE: Yes-9, No-0, Absent-0.**

**TOWN ADMINISTRATOR’S REPORT:** ► Mr. Nutting stated Mr. Cerel is being recognized by his peers with a lifetime achievement award. ► Town Council members offered congratulations to Mr. Cerel.

**FUTURE AGENDA ITEMS:** ► *None.*

**COUNCIL COMMENTS:** ► Ms. Pellegrini stated there was a death in her family; her mother-in-law passed away at almost 98 years old. She thanked all the people who came out. She was a wonderful woman and had worked at the Parmenter School. She stated Mr. Gregory Giallonardo passed away; he was a long-time Franklin resident. Mr. Albert Lewis, a lifelong Franklin resident who had worked for the DPW, also passed away. She asked they be remembered. ► Mr. Earls stated he wanted to offer a brief report to the Town Council regarding the proposed Franklin Technology Committee. He received an email from Superintendent of Schools Sara Ahern stating the School Committee is not interested at this time. He stated that, however, he is committed to this idea and he is seeing a groundswell of interest in pursuing this idea of a Franklin technology committee. He has received many messages and outreach from cyber security and IT professionals interested in getting involved and volunteering their time. He stated we continue to see these issues continue to grow such as ransomware attacks; there are many areas a technology committee could weigh in on. He noted that in addition he had two small issues raised to him by members of the community. He heard from a resident on Mount Street a request for some hot patching along the sides of the road due to wearing away and erosion on the roadside. And, he had questions from a number of people regarding where it stands with the Veterans’ Walkway Project and the bricks for the area outside the library. ► Mr. Nutting stated they were able to secure several earmarks through the legislative folks, Jeff and Karen: \$50,000 for the walkway and a couple hundred thousand for the King Street Park, \$25,000 for the Downtown Partnership and the school got some money as well. He stated Mr. Hellen reached out to the Veterans’ Agency a few days ago. They have been talking to Dale and waiting to get the paperwork and getting this all wrapped up. Hopefully, we can get it for Veterans’ Day; with a little help from the state administration, we can get this all done. ► Mr. Hellen stated he thinks they are up to about 750 bricks for the walkway. ► Chairman Kelly suggested Mr. Earls meet with Mr. Dale Kurtz to get to know the walkway project a little more. ► Ms. Hamblen wanted to let people know there is a meeting that Representative Jeff Roy organized for Monday, August 13, 2018, at 4:30 PM at the Library with officials from the MBTA to talk about the Franklin line and issues with the Franklin line. She thanked the DPW for the rain barrel program. ► Mr. Dellorco and Mr. Mercer gave condolences for the Franklin residents who passed away this past week. ► Chairman Kelly reviewed the memo regarding the exact dollar amounts received for various earmarks from the state. He gave condolences to the families of those who passed away this past week.

**EXECUTIVE SESSION: *None.***

**ADJOURN: MOTION to Adjourn by Mercer. SECOND by Dellorco. No Discussion. ► VOTE: Yes-9, No-0, Absent-0. Meeting adjourned at 9:32 PM.**

Respectfully submitted,

---

Judith Lizardi  
Recording Secretary

# **FRANKLIN PLANNING & COMMUNITY DEVELOPMENT**

355 EAST CENTRAL STREET, ROOM 120  
FRANKLIN, MA 02038-1352  
TELEPHONE: 508-520-4907  
FAX: 508-520-4906

## **MEMORANDUM**

**TO: JEFFREY D. NUTTING, TOWN ADMINISTRATOR**  
**FROM: BRYAN W. TABERNER, AICP, DIRECTOR**  
**RE: ZONING BYLAW AMENDMENT 18-820. ZONING MAP CHANGES ON OR NEAR KING STREET, SUMMER STREET, LAWRENCE DRIVE, AND UNCAS AVE**  
**CC: JAMIE HELLEN, DEPUTY TOWN ADMINISTRATOR;  
AMY LOVE, PLANNER; MAXINE KINHART**  
**DATE: AUGUST 23, 2018**

---

The Department of Planning and Community Development (DPCD) and other Town staff are undergoing a project to better define the Town's zoning districts by following parcel lines. Where parcels are within two or more zoning districts the subject Zoning Map Amendment will move the Zoning District line so each parcel is only in one zoning district, in most cases based on the current land use.

If Town Council supports the proposed zoning map amendment, DPCD recommends they refer Zoning By-law Amendment 18-820 to the Planning Board for a Public Hearing.

Attached are the following:

- A list of parcels proposed for rezoning;
- Zoning By-law Amendment 18-820: Zoning Map Changes from Rural Residential I & Single Family Residential III, Rural Residential I & Single Family Residential IV, Single Family Residential III & Single Residential IV, or Commercial I & Single Family Residential IV, to Rural Residential I, Single Family Residential III, or Single Family Residential IV, an area on or Near King Street, Summer Street, Lawrence Drive, and Uncas Ave; and
- A diagram with two maps: one showing the current zoning in the area, and one showing proposed Zoning Map changes.

Please let me know if you have questions or require additional information.







**Proposed Zoning Map Amendment 18-820**

Purpose: Better define Zoning District boundaries by following parcel lines.

**From Rural Residential I & Single Family Residential III, Rural Residential I & Single Family Residential IV,  
Single Family Residential III & Single Family Residential IV, or Commercial I & Single Family Residential IV  
To Rural Residential I, Single Family Residential III, or Single Family Residential IV  
An Area On Or Near King Street, Summer Street, Lawrence Drive, and Uncas Ave**

Parcel	Location	Size (acres)	Owners	From	To
285-019-000-000	62 Lewis Street	0.51185	J.M. Sturniolo	RRI & SFRIV	SFRIV
285-021-000-000	70 Lewis Street	4.22000	M. Dirosario. J. Dirosario	RRI & SFRIV	RRI
285-078-004-000	90-92 Uncas Ave	1.14500	Walsh Brothers Building Co. Inc	SFRIII & SFRIV	SFRIV
285-078-005-000	86-88 Uncas Ave	1.71300	Walsh Brothers Building Co. Inc	SFRIII & SFRIV	SFRIII
285-078-006-000	82-84 Uncas Ave	1.34300	Walsh Brothers Building Co. Inc	SFRIII & SFRIV	SFRIII
285-082-000-000	Daddario Street	1.44400	E. Bussaglia	SFRIII & SFRIV	SFRIV
285-088-000-000	12-14 King Street	0.65158	R. R. Catalano	CI & SFRIV	SFRIV
286-003-000-000	52 King Street	0.69559	D. A. Colace	SFRIII & SFRIV	SFRIV
286-050-000-000	24 Cross Street	0.35420	S. Yang	CI & SFRIV	SFRIV
297-012-000-000	277 Summer Street	0.72592	C. S. Mendell III. J. Boisvert	RRI & SFRIII	SFRIII
297-013-000-000	273 Summer Street	0.63572	L.J. Marguerite JR, B. Marguerite	RRI & SFRIII	SFRIII
297-014-000-000	Summer Street	2.89700	Town of Franklin	RRI & SFRIII	SFRIII
297-030-001-000	Sandy Lane	0.44812	R.L. Stewart. c/o Ann Fazio	RRI & SFRIII	SFRIII
297-035-000-000	10 Lawrence Drive	0.46008	S. Sherlock. D. P. Sherlock	RRI & SFRIII	SFRIII
297-212-000-000	7 Penny Lane	2.62700	H. Mahadevan. S. Kolamuri	RRI & SFRIII	RRI
298-007-000-000	120 Lewis Street	2.79000	J. E. McGann	RRI & SFRIV	RRI
298-025-000-000	65 Crocker Ave	2.84500	A.J. Lampason Jr. M.K. Lampason	SFRIII & SFRIV	SFRIII
303-008-000-000	9 Lawrence Drive	0.91827	R.J. Scannell. S.M. Scannell	RRI & SFRIII	RRI
303-017-000-000	19 Susans Way	0.92599	M.S. Coscia. M.M. Coscia	RRI & SFRIII	RRI
303-018-000-000	15 Susans Way	0.76159	R.J. Palladino. L.S. Palladino	RRI & SFRIII	SFRIII
303-022-000-000	300 King Street	2.43000	D.P. Lacourse-Cronk	RRI & SFRIII	SFRIII
303-023-000-000	326 King Street	2.59000	D.R. Lacourse. P. Lacourse	RRI & SFRIII	SFRIII
303-026-000-000	6 Lockwood Drive	0.91832	M. Mahdyiar. M. Rezvani	RRI & SFRIII	RRI
303-039-000-000	7 Lockwood Drive	1.39600	Town of Franklin	RRI & SFRIII	SFRIII

RRI = Rural Residential I 35.44723

SFRIII = Single Family Residential III

SFRIV = Single Family Residential IV

CI = Commercial I

8/23/2018

Franklin DPCD

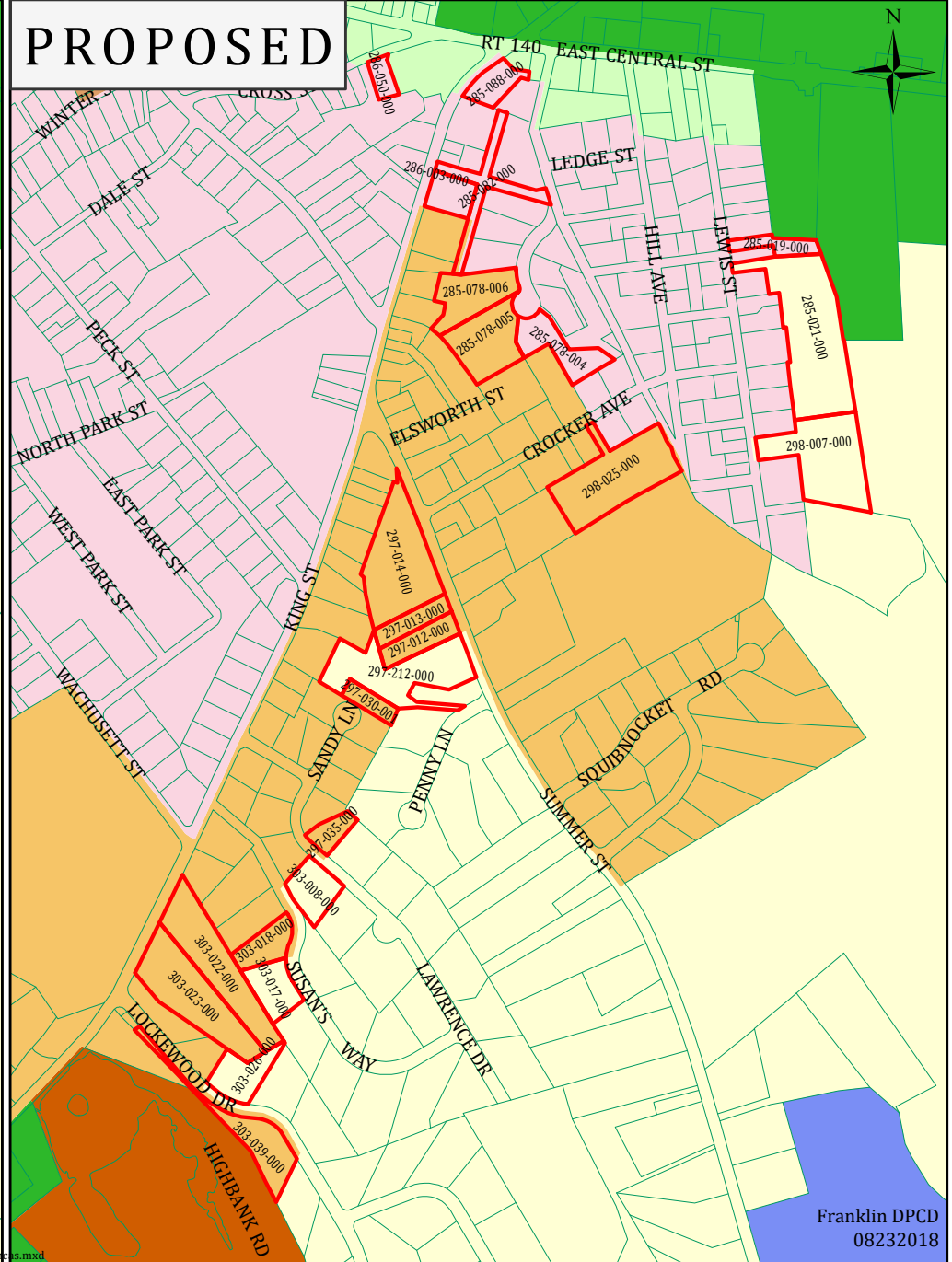
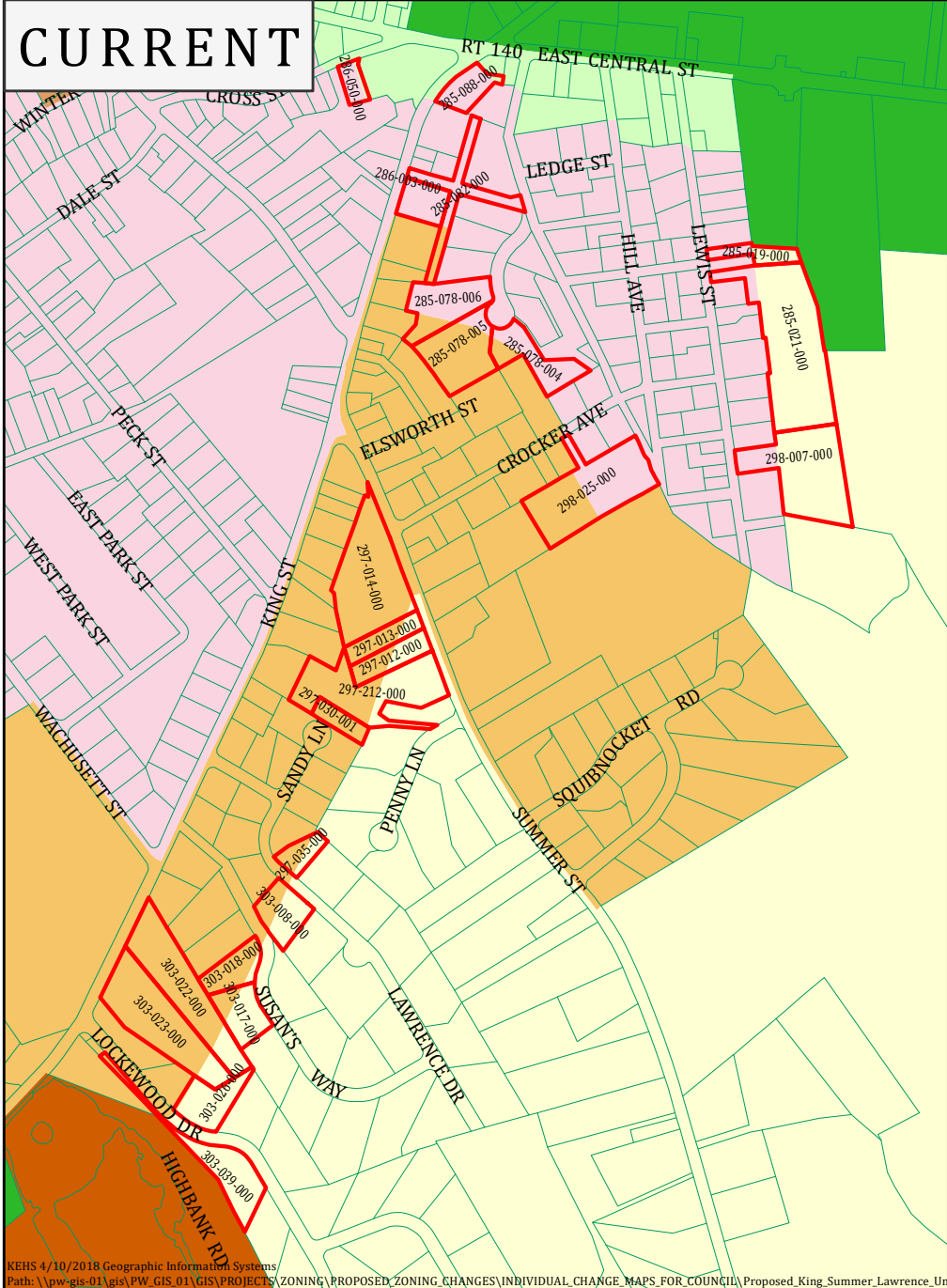
# Proposed Zoning Map Changes, An Area On Or Near King Street, Summer Street, Lawrence Drive & Uncas Ave

Rural Residential (RR) I & Single Family Residential (SFR) III, RRI & SFRIV,  
SFRIII & SFRIV, or Commercial I & SFRIV to RRI, SFRIII, or SFRIV

- Commercial I
- Commercial II
- General Residential V
- Residential VI
- Rural Residential I
- Single-Family III
- Single-Family IV
- Area of Proposed Change
- Parcel Line

18-820

0 150 300 600 900 1,200 Feet





## License Transactions:

Applicant: Santa Fe Burrito Grill LLC

The applicant is seeking a new all alcoholic beverages restaurant license to be located at 28 West Central Street. The License Manager will be Hector Angel.

All Departments have signed off on this application.

**MOTION** to approve the request by Santa Fe Burrito Grill LLC for a new all alcoholic beverages restaurant license and approve the Manager, Hector Angel.

**DATED:** \_\_\_\_\_, 2018

**VOTED:**

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

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

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

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

**A True Record Attest:**

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

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



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission

For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

[Empty box for ABCC License Number]

Franklin

06/12/2018

ABCC License Number

City/Town

Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):

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

APPLICANT INFORMATION

Name of Licensee: Santa Fe Burrito Grill LLC      D/B/A: [Empty]

ADDRESS: 28 West Central Street      CITY/TOWN: Franklin      STATE: MA      ZIP CODE: 02038

Manager: Hector Angel

§12 Restaurant      Annual      All Alcoholic Beverages

Type (i.e. restaurant, package store)      Class (Annual or Seasonal)      Category (i.e. Wines and Malts / All Alcohol)

Granted under Special Legislation? Yes  No

If Yes, Chapter [Empty] of the Acts of (year) [Empty]

LOCAL LICENSING AUTHORITY DECISION

Please indicate the decision of the Local Licensing Authority: Approves this Application

Please indicate what days and hours the licensee will sell alcohol: Sun-Sat 11a-10p

If Approving With Modifications, please indicate below what changes the LLA is making:

Please indicate if the LLA is downgrading the License Category (approving only Wines and Malts if applicant applied for All Alcohol): [Empty]

Changes to the Premises Description	Indoor Area Total Square Footage	[Empty]	Floor Number	Square Footage	Number of Rooms
Patio/Deck/Outdoor Area Total Square Footage	Number of Entrances	[Empty]			
Seating Capacity	Number of Exits	[Empty]			

Abutters Notified: Yes  No       Date of Abutter Notification: 8/23/2018      Date of Advertisement: 8/30/2018

Please add any additional remarks or conditions here: [Empty box]

Check here if you are attaching additional documentation

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director

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

9/5/2018  
Date APPROVED by LLA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**COMMUNITY  
NEWSPAPER  
COMPANY**

GateHouse Media New England

**Community Newspaper Co. –**

**Legal Advertising Proof**

15 Pacella Park Drive, Randolph, MA 01821  
1 800-624-7355 phone | 781-433-7951 fax

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**Order Number:** CN13721934

**Salesperson:** Mary Joyce Waite

Hector Angel  
Angel, Hector  
39 Scanset Way  
Unit 107  
Hanover, MA 02339

<b>Title:</b>	<b>Milford Daily News Legals</b>	<b>Class:</b>
<b>Start date:</b>	<b>8/30/2018 8/30/2018</b>	<b>Stop date:</b>
<b>Insertions:</b>	<b>1 66 ag</b>	<b>#Lines:</b>
<b>Price:</b>	<b>\$94.08</b>	

**Payment Information**

---

**Receipt#**  
**Pmt. Type:**  
**CC. Number:**    **CC. Exp.:**  
**Invoice Total:** **\$94.08**  
**SANTA FE BURRITO GRILL**

**LEGAL NOTICE  
NOTICE OF PUBLIC  
HEARING  
FRANKLIN, MA**

**New Annual All Alcoholic Beverages Restaurant License**

The Franklin Town Council will hold a Public Hearing on an application by Santa Fe Burrito Grill, LLC for a new annual all alcoholic beverages restaurant license at 28 West Central Street, Franklin, MA. The hearing will be held on Wednesday, September 5, at 7:10 PM in the Council Chambers on the second floor of the Municipal Building, 355 East Central Street, Franklin, MA. Information on this application may be obtained in the Town Administrator's Office.

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

Submitted by,  
Chrissy Whelton  
Licensing Administrator

AD#13721934  
MDN 8/30/18

**NOTICE OF PUBLIC HEARING**

**FRANKLIN, MA**

**New Annual All Alcoholic Beverages Restaurant License**

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Submitted by,  
Chrissy Whelton  
Licensing Administrator

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**COMMUNITY  
NEWSPAPER  
COMPANY**

GateHouse Media New England

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

254 Second Ave, Needham, MA 02494 |  
800-624-7355 phone | 781-433-7951 fax

**Order Number:** CN13699201

**Salesperson:** Mary Joyce Waite

Hector Angel  
Angel, Hector  
28 West Central Street  
Franklin, MA 02038

<b>Title:</b>	<b>Milford Daily News Legals</b>	<b>Class:</b>
<b>Start date:</b>	<b>6/18/2018 6/18/2018</b>	<b>Stop date:</b>
<b>Insertions:</b>	<b>1 60 ag</b>	<b>#Lines:</b>
<b>Price:</b>	<b>\$85.53</b>	

**Payment Information**

**Receipt#**

**Pmt. Type:**

**CC. Number: CC. Exp.:**

**Invoice Total: \$85.53**

FRANKLIN/SANTA FE BURRITO GRILL, LLC  
LEGAL NOTICE

NOTICE OF PUBLIC HEARING  
FRANKLIN, MA

**New Annual All Alcoholic Beverages Restaurant License**

The Franklin Town Council will hold a Public Hearing on an application by Santa Fe Burrito Grill, LLC for a new annual all alcoholic beverages restaurant license at 28 West Central Street, Franklin, MA. The hearing will be held on Wednesday, July 11, at 7:10 PM in the Council Chambers on the second floor of the Municipal Building, 355 East Central Street, Franklin, MA. Information on this application may be obtained in the Town Administrator's Office.

Please contact the Town Administrator's Office at the Municipal Building (508) 520-4949 if you require further information or if you need to make arrangements to provide translation services for the hearing impaired or for

persons with language barriers. Please contact us one week prior to the meeting.

Submitted by,  
Maxine D. Kinhart  
Licensing Administrator

AD#13699201  
MDN 6/18/18

**NOTICE OF PUBLIC HEARING**

**FRANKLIN, MA**

**New Annual All Alcoholic Beverages Restaurant License**

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Submitted by,  
Maxine D. Kinhart  
Licensing Administrator

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

**APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE**

**The following documentation is required as a part of your retail license application.**

*ABCC investigators reserve the right to request additional documents as a part of their investigation.*

- Monetary Transmittal Form with \$200 fee  
You can **PAY ONLINE** or include a \$200 check made out to the ABCC
- Retail Application (this packet)
- Beneficial Interest - Individual Form  
For any individual with direct or indirect interest in the proposed licensee
- Beneficial Interest - Organization Form  
For any organization with direct or indirect interest in the proposed licensee
- CORI Authorization Form  
For the manager of record AND any individual with direct or indirect interest in the proposed licensee. This form must be notarized with a stamp\*
- Proof of Citizenship for proposed manager of record  
Passport, US Birth Certificate, Naturalization Papers, Voter Registration
- Vote of the Corporate Board  
A corporate vote to apply for a new / transfer of license and a corporate vote to appointing the manager of record, signed by an authorized signatory for the proposed licensed entity
- Business Structure Documents  
If Proposed Licensee is applying as:
  - A Corporation or LLC - **Articles of Organization** from the Secretary of the Commonwealth
  - A Partnership - **Partnership Agreement**
  - Sole Proprietor - **Business Certificate** ✓
- ~~Purchase and Sale Documentation~~  
Required if this application is for the transfer of an existing retail alcoholic beverages license
- ~~Supporting Financial Documents~~  
Documentation supporting any loans or financing, including pledge documents, if applicable
- Floor Plan  
Detailed Floor Plan showing square footage, entrances and exits and rooms
- Lease  
Signed by proposed licensee and landlord. If lease is contingent upon receiving this license, a copy of the unsigned lease along with a letter of intent to lease, signed by licensee and landlord
- Additional Documents Required by the Local Licensing Authority

\* Excludes Officers and Directors of Non-Profit Clubs



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

Print Form

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

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

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.paybill.com/mass/abcc/retail/>

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

Hector Angel

EPAY CONFIRMATION NUMBER

155055

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

LICENSEE NAME

Hector Angel

ADDRESS

28 West Central Street

CITY/TOWN

Franklin

STATE

MA

ZIP CODE

02088 02038

**TRANSACTION TYPE (Please check all relevant transactions):**

- Alteration of Licensed Premises
- Change Corporate Name
- Change of License Type
- Change of Location
- Change of Manager
- Other
- Cordials/Liqueurs Permit
- Issuance of Stock
- Management/Operating Agreement
- More than (3) §15
- New License
- New Officer/Director
- New Stockholder
- Pledge of Stock
- Pledge of License
- Seasonal to Annual
- Transfer of License
- Transfer of Stock
- Wine & Malt to All Alcohol
- 6-Day to 7-Day License

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

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

## Payment Confirmation

**Customer Name** Hector Angel  
**License Type** Retail License Filing Fee

### Current Payment

<b>Payment Amount</b>	\$200.00
<b>Bank Account Number</b>	****8894
<b>Bank Account Type</b>	Business
<b>Bank Routing Number</b>	211370545
<b>Bank Name</b>	TD BANK, NA
<b>Name On Account</b>	Santa Fe Burrito Grill LLC
<b>E-Mail Address</b>	hector@aztecagroup.com

I have authorized Commonwealth ABCC to initiate the entry to my account. I have an agreement with Commonwealth ABCC under which I agreed to be bound by the NACHA Rules. This is a similarly authenticated authorization that satisfies compliance with the Electronic Signatures in the Global and National Commerce Act (15 USC 7001 et seq), which defines electronic records (as contracts or other records created, generates, sent, communicated, received, or stored by electronic means) and electronic signatures. Electronic signatures include, but are not limited to, digital signatures and security codes. I understand I can revoke the authorization by notifying Commonwealth ABCC within 60 days. I have signature authority to this account or have been authorized by an Individual who has signature authority to this account to authorize this entry.

I have read and accept the above terms and conditions

Please press Accept to charge your account, and to receive a confirmation number.

Back To Step 1

Change

Accept

Print

Exit

**Your Payment Has Been Approved**

**Customer Name** Hector Angel

**License Type** Retail License Filing Fee

**Method Of Payment** Checking

**Bank Account Number** \*\*\*\*8894

**Your Confirmation Number Is 155005.**

Exit

Make Another Payment

Print



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
 www.mass.gov/abcc

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

**1. NAME OF PROPOSED LICENSEE** (Business Contact)   
 This is the corporation or LLC which will hold the license, not the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

**2. RETAIL APPLICATION INFORMATION**  
 There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license or the transfer of an existing license?  New  Transfer  
 If applying for a new license, are you applying for this license pursuant to special legislation?  Yes  No  
 Chapter  Acts of

If transferring, please indicate the current ABCC license number you are seeking to obtain:   
 If transferring, by what method is the license being transferred?

**3. LICENSE INFORMATION / QUOTA CHECK**

City/Town   On/Off-Premises  On-Premises

TYPE	CATEGORY	CLASS
<input type="text" value="§12 Restaurant"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

**4. APPLICATION CONTACT**  
 The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name:  Middle:  Last Name:   
 Title:  Primary Phone:   
 Email:

**5. OWNERSHIP** Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.  
 An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.  
 An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.  
 B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.  
 C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
Hector Angel	Sole Proprietor	100	

For additional space, please use next page



**APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE**

**5. OWNERSHIP** (continued)

Name	Title / Position	% Owned	Other Beneficial Interest

**6. PREMISES INFORMATION**

Please enter the address where the alcoholic beverages are sold.

**Premises Address**

Street Number:  Street Name:  Unit:

City/Town:  State:  Zip Code:

Country:

**Description of Premises**

Please provide a complete description of the premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage.

Floor Number	Square Footage	Number of Rooms	Patio/Deck/Outdoor Area Total Square Footage
1	2400	13	<input type="text" value="200"/>
			Indoor Area Total Square Footage <input type="text" value="2400"/>
			Number of Entrances <input type="text" value="3"/>
			Number of Exits <input type="text" value="3"/>
			Proposed Seating Capacity <input type="text" value="54"/>
			Proposed Occupancy <input type="text" value="75"/>

**Occupancy of Premises**

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

Please indicate by what right the applicant has to occupy the premises:  Landlord Name:

Lease Beginning Term:  Landlord Phone:

Lease Ending Term:  Landlord Address:

Rent per Month:

Rent per Year:

If leasing or renting the premises, a signed copy of the lease is required.

If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol:  Yes  No

## APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

### 7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

\* Please see last page of application for required documents based on Legal Structure \*

Entity Name:	Hector Angel	FEIN:	82-3458325
DBA:		Fax Number:	
Primary Phone:	757-572-1081	Email:	hector@aztecagroup.com
Alternative Phone:	757-572-1081	Legal Structure of Entity	LLC

**Business Address (Corporate Headquarters)**     Check here if your Business Address is the same as your Premises Address

Street Number:	28	Street Name:	West Central Street
City/Town:	Franklin	State:	MA
Zip Code:	02088	Country:	United States

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

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

Is the Entity a Massachusetts Corporation? <input checked="" type="radio"/> Yes <input type="radio"/> No	If no, is the Entity registered to do business in Massachusetts? <input checked="" type="radio"/> Yes <input type="radio"/> No If no, state of incorporation <input style="width: 100px;" type="text"/>
--	--

**Other Beneficial Interest**

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses?     Yes     No    *If yes, please complete the following table.*

Name of License	Type of License	License Number	Premises Address
License Alcoholic Beverages	§12 On Premises	127000086	759 Main Street, Tewksbury, MA, 01876

**Prior Disciplinary Action:**

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

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

## APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

### 8. MANAGER CONTACT

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

Salutation  First Name  Middle Name  Last Name  Suffix

Social Security Number  Date of Birth

Primary Phone:  Email:

Mobile Phone:  Place of Employment

Alternative Phone:  Fax Number

### Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen?  Yes  No

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

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

If yes, percentage of interest

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

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

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

Officer  Sole Proprietor  
 Stockholder  LLC Manager  
 LLC Member  Director  
 Partner  Landlord  
 Contractual  Revenue Sharing  
 Management Agreement  Other

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

### Employment Information of Proposed Manager

Please provide your employment history for the past 10 years

Date(s)	Position	Employer	Address	Phone
	Owner	Mexica burrito Grill	759 Main St, Tazewell, VA 01876	478-221-6016
	Owner	Plaza Azteca	6 Whiting St, Hingham, MA 02043	781-875-3076
	Owner	Casa Margaritas	200 Gooding Ave, Bristol, RI 02809	401-396-8933
	Owner	Salsa Burrito	108 Chase Rd, Portsmouth, NH 02871	603-293-5324
	Owner	Plaza Azteca	1051 N Colony St, Wallingford, CT 06492	203-626-9677

### Prior Disciplinary Action of Proposed Manager

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

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

Hector Angel

[Hector@aztecagroup.com](mailto:Hector@aztecagroup.com)

757-572-1081

39 Scanset Way, Hanover, MA, 02339

I have been working in the food/restaurant industry for the past twelve years, both managing and owning several properties.

I currently own restaurants in three different states: Connecticut, Massachusetts, and Rhode Island.

**Connecticut:**

Plaza Azteca

1088 N Colony St, Wallingford, CT 06492

(203) 626-9671

<http://www.plazaazteca.com/>

Alcohol served on premises.

**Massachusetts:**

Mexica Burrito Grill

759 Main St, Tewksbury, MA 01876

978-221-6016

<http://www.mymexica.com/>

Alcohol served on premises

Plaza Azteca

6 Whiting St, Hingham, MA 02043

(781) 875-3079

<https://www.plazaaztecalife.com/locations/>

Alcohol served on premises

**Rhode Island:**

Casa Margaritas

200 Gooding Ave., Bristol, RI. 02809

(401) 396-8933

<http://www.mycasamargaritas.com/>

Alcohol served on premises

Salsa Burrito

108 Chase Road, Portsmouth, RI 02871

(401) 293-5322

<https://www.salsasburritosri.com/>

Alcohol served on premises.

**APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE**

**9. FINANCIAL INFORMATION**

Please provide information about associated costs of this license.

**Associated Costs**

A. Purchase Price for Building/Land	<input type="text"/>
B. Purchase Price for any Business Assets	<input type="text"/>
C. Costs of Renovations/Construction	<input type="text"/>
D. Purchase Price of Inventory	<input type="text"/>
E. Initial Start-Up Costs	<input type="text"/>
F. Other (Please specify)	<input type="text"/>
G. Total Cost (Add lines A-F)	<input type="text"/>

Please note, the total amount of **Cash Investment** (top right table) plus the total amount of **Financing** (bottom right table) must be equal to or greater than the **Total Cost** (line G above).

Please provide information about the sources of cash and/or financing for this transaction

**Source of Cash Investment**

Name of Contributor	Amount of Contribution
Total:	<input type="text"/>

**Source of Financing**

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
Total:			<input type="text"/>

**10. PLEDGE INFORMATION**

Are you seeking approval for a pledge?  Yes  No

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

License  Stock / Beneficial Interest  Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license?  Yes  No

Does the lease require a pledge of this license?  Yes  No

ALCOHOLIC BEVERAGES CONTROL COMMISSION

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

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

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

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

Salutation  First Name  Middle Name  Last Name  Suffix

Title:  Social Security Number  Date of Birth

Primary Phone:  Email:

Mobile Phone:  Fax Number

Alternative Phone:

**Business Address**

Street Number:  Street Name:

City/Town:  State:

Zip Code:  Country:

**Mailing Address**

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

Street Number:  Street Name:

City/Town:  State:

Zip Code:  Country:

**Types of Interest (select all that apply)**

- Contractual       Director       Landlord       LLC Manager
- LLC Member       Management Agreement       Officer
- Partner       Revenue Sharing       Sole Proprietor       Stockholder       Other

**Citizenship / Residency Information**

Are you a U.S. Citizen?     Yes     No      Are you a Massachusetts Resident?     Yes     No

**Criminal History**

Have you ever been convicted of a state, federal, or military crime?     Yes     No      If yes, please provide an affidavit explaining the charges.

**ALCOHOLIC BEVERAGES CONTROL COMMISSION**

**BENEFICIAL INTEREST CONTACT - Individual (continued)**

**Ownership / Interest**

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

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

100
-----

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

**Ownership / Interest**

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

Name of Beneficial Interest - Organization	FEIN

**Other Beneficial Interest**

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

Name of License	Type of License	License Number	Premises Address

**Familial Beneficial Interest**

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

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

**Prior Disciplinary Action**

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

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



**APPLICANT'S STATEMENT**

I, Hector Angel the:  sole proprietor;  partner;  corporate principal;  LLC/LLP member  
Authorized Signatory

of Santa Fe Burrito Grill LLC., hereby submit this application for Alcoholic Beverages Retail License  
Name of the Entity/Corporation Transaction(s) you are applying for

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: 

Date: June 5 2018

Title: President

pa  
\$40.00



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

Date issued: May 14,  
2018  
Record #: 34380  
Certificate #: 18-108

## BUSINESS VERIFICATION CERTIFICATE

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

Santa Fe Burrito Grill, LLC is conducted at: 28 West Central Street

by the following person:

**FULL NAME**

Hector Angel

**RESIDENCE**

39 Scanset Way, Hanover, MA 02339

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

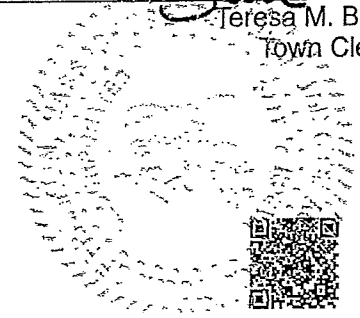
Expiration Date: 05-14-2022

Business Owner Signature #1

A True Attest Copy

Teresa M. Burr  
Town Clerk

Business Owner Signature #2



To learn more, scan this barcode or visit [franklinma.viewpointcloud.com/#!/records/34380](http://franklinma.viewpointcloud.com/#!/records/34380)

## LEASE

This Lease made this        day of November, 2017, by and between TOP GUN REALTY, LLC, a Limited Liability Company, having a usual place of business at 5 Tam O Shanter Road, Franklin, County of Norfolk, Massachusetts 02038 (hereinafter with its successors and assigns called the "LESSOR"), and SANTA FE BURRITO GRILL LLC, or its nominee, having its usual place of business at 28 West Central Street, Franklin, County of Norfolk, and Commonwealth of Massachusetts (hereinafter called the "LESSEE").

### WITNESSETH:

In consideration of the rents and covenants herein contained on the part of the LESSEE to be paid, performed and observed, the Lessor hereby leases to the LESSEE and the LESSEE hereby leases from the Lessor, subject to the terms and provisions hereinafter set forth, certain premises hereinafter called the "Demised Premises", located in a 2,600± square foot building shown on a plan attached hereto as Exhibit A, located at 28 West Central Street, Franklin, Massachusetts.

### ARTICLE I

#### Reference Data: Demised Premises

Section 1. Definitions. Each reference in this Lease to any of the terms and titles contained or defined in this Article shall be deemed and construed to incorporate the matters set forth following such term or title in this Article. In any event, the definitions shall be considered and construed as terms of this Lease:

<u>Term</u>	<u>Definition</u>
(a) Retail Center:	The "Retail Center" means the land shown on Exhibit A, together with all buildings and other improvements constructed or to be constructed thereon, together with all rights, privileges, easements, and appurtenances pertaining thereto. The Retail Center may include retail stores, restaurants and office buildings.
b) Demised Premises:	"The Demised Premises" is a building containing 2,600± square feet, and is shown on Exhibit A. The Demised Premises is located on the property shown on Exhibit A (the "Property").
(c) Lease Commencement Date:	Date of this Lease.

- (d) Delivery Date: The date that LESSOR gives notice to LESSEE that it has substantially completed LESSOR'S work, as hereinafter defined in Article IV, Section 1. A and B, or 60 days from the Lease Commencement Date, whichever is the earlier date. LESSEE shall be allowed access to the Demised Premises for contractors and design team while the LESSOR is performing its work.
- (e) Rent Commencement Date: July 1, 2018.
- (f) Common Area: Those portions of the Retail Center, as may from time to time exist, which are open generally to the public or to the tenants thereof, including without limitation, sidewalks, parking areas, driveways, service areas, dumpster area, landscaped areas and the like. No representation is hereby made of the existence or continuance of any Common Area either shown on said Exhibit A or otherwise, all of which the LESSOR reserves the right to alter, modify, enlarge, decrease or discontinue, as LESSOR, in its sole judgment, shall deem necessary or desirable, and in conjunction with this LESSOR will in the future use the rear (undeveloped) portion of the Property for an additional building or buildings and for an additional tenant or tenants.
- (g) Common Facilities: All systems and facilities within, or used in connection with the operation of the Retail Center, or any part or parts thereof, including without limitation, all pipes, wires, conduits, sanitary sewer, storm drains, generators, air conditioning and heating equipment and lighting system, utilized in conjunction with the Common Areas and a pylon sign.
- (h) Term: Ten (10) years commencing on the Rent Commencement Date.

(i) Minimum Rent:

<u>Period Covered</u>	<u>Minimum Monthly Rent</u>	<u>Minimum Annual Rent</u>
Years 1-5	\$4,766.67	\$57,200
Years 6-10	\$5,243.00	\$62,920

(j) Options to Extend Lease:

LESSEE shall have two (2) options to extend this Lease for Two additional periods of Five (5) years each, which options can be exercised only if: (a) the LESSEE is not in default of any of the terms and conditions of this Lease and; (b) the LESSEE gives the LESSOR written notice of the exercise of their options no less than 9 months from the expiration date of the original term of this Lease, or the then existing extension term of this Lease, as the case may be.

(k) Minimum Rent for Option Periods, if Options are Exercised:

<u>Period Covered</u>	<u>Minimum Monthly Rent</u>	<u>Minimum Annual Rent</u>
<i>First Option Period</i>		
Years 11-15	\$5,767.67	\$69,212.00

<u>Period Covered</u>	<u>Minimum Monthly Rent</u>	<u>Minimum Annual Rent</u>
<i>Second Option Period</i>		
Year 16-20	\$6,344.44	\$ 76,133.20

(l) Default Interest Rate and Late Payment Charge:

If any payment called for in the Lease is not paid when due (i) such overdue amount shall thereafter bear interest until paid in full at a rate per annum equal to two (2%) above the then prime rate (being the prime rate announced from time to time by the Wall Street Journal as the prime rate, hereinafter, "Prime Rate") ("the Default Interest Rate") and, (ii) the LESSEE shall pay the LESSOR a late payment charge of six (6%) percent of the overdue amounts ("the Late Payment Charge"). Notwithstanding anything herein to the contrary, on no more than one occasion in each calendar year, LESSOR shall give LESSEE notice of an

overdue amount, and if the full payment is made within 5 business days of such notice, then the Default Interest Rate and Late Payment Charges shall not be due for that particular Late Payment.

- (m) Lease Year: January 1<sup>st</sup> through December 31<sup>st</sup> during the term of the Lease and any extensions thereof.
- (n) LESSEE'S Initial Monthly Payment on Account of Common Area Charges and on Account of Real Estate Taxes: LESSEE'S initial monthly payment on account of Common Area Charges ("CAM") shall be \$698.53 per month, subject to adjustment as provided in Article V, Section 3, for CAM; and LESSEE'S initial monthly payment on account of real estate taxes shall be \$709.81 per month, subject to adjustment as provided in Article III, Section 2(a), for real estate taxes.
- (o) LESSEE'S Percentage Share: LESSEE'S Percentage Share for any Lease Year shall be determined by dividing the total number of square feet of floor area in the Demised Premises by the number of square feet of floor area leased for stores, restaurants and/or offices in completed buildings within the Retail Center. Upon commencement of the term hereof, LESSEE'S Percentage Share shall be 100(%) Percent.
- (p) Notice Address for LESSEE: SANTA FE BURRITO GRILL LLC  
28 West Central Street  
Franklin, MA 02038  
Attn: Hector Angel, President
- With a copy to:  
John B. Kennelly, Esquire  
Kennelly & Associates, LLC  
196 Trumbull Street - Suite 509  
Hartford, CT 06103
- (q) Notice Address for LESSOR: TOP GUN REALTY, LLC  
5 Tam O Shanter Road  
Franklin, Massachusetts 02038  
ATTN: Joseph Evans, President
- With a copy to:  
Alan Greenwald, Esquire  
Greenwald and Greenwald LLP  
409 Fortune Boulevard  
Milford, MA 01757

- (r) Permitted Use: LESSEE shall use the Premises only for a Mexican themed restaurant, also serving alcoholic beverages, and all uses incidental thereto, and for no other purpose.
- (s) Termination Date: Ten (10) years, minus one day, from the Rent Commencement Date, unless the term of this Lease is extended or earlier terminated, pursuant to the provisions of this Lease.

Section 2. Common Area and Common Facilities Rights. The Demised Premises are leased together with the non-exclusive right to use, in common with others lawfully entitled thereto, for access and egress and parking, sidewalks, parking areas, driveways, loading and service areas and other Common Areas and Common Facilities of the Retail Center, as the same may exist from time to time, expressly reserving to the LESSOR the right to alter, change, relocate and remove such Common Area and Common Facilities from time to time, and including the right to change the size, type and shape of the access ways and loading docks, if any located in the Demised Premises. The Demised Premises are leased subject to the mortgages and other existing encumbrances of record, if any, and the LESSOR reserves the right (without thereby assuming the obligation) to install, maintain, use, repair and replace all pipes, ducts, wires, meters, utility lines and other equipment which now are or hereafter may be, in the judgment of the LESSOR, required to be in the Demised Premises.

## ARTICLE II

### Term and Commencement

Section 1. Demised Term. TO HAVE AND TO HOLD the Demised Premises for the Initial Term beginning on the Rent Commencement Date and ending on the Termination Date unless extended or sooner terminated as hereinafter provided.

Section 2. Recording. If not done simultaneously herewith, LESSOR agrees upon request of the LESSEE to execute and deliver to LESSEE a notice of lease suitable for recording, and setting forth the name of the LESSOR and the LESSEE, the term of this Lease, the term of the option periods, an appropriate description of the Demised Premises, and such other information as is required by law for a notice of lease. A copy of this Lease shall not be recorded in any Registry of Deeds, or Land Court Registry District.

Section 3. Memorandum of Term. LESSOR and LESSEE agree to sign on or before the 60<sup>th</sup> day following the Rent Commencement Date, a Memorandum of Term in the form of Exhibit B, setting forth the Commencement Date of the Initial Term, the Rent Commencement Date and the Expiration Date. Such Memorandum of Term will thereafter be conclusive of such information.

### ARTICLE III

#### Rent

Section 1. Minimum Rent. Minimum Rent shall be payable in equal monthly installments in advance of the Rent Commencement Date, and on the first (1<sup>st</sup>) day of each calendar month during the Initial Term without offset or deduction and without previous demand therefor.

Rent for a fractional month shall be adjusted on a pro rata basis. Rent shall be payable to LESSOR at LESSOR'S address set forth in Article XXII, or such other place as may from time to time designate by notice to LESSEE.

Section 2. Taxes.

- (a) The LESSEE shall pay, as additional rent hereunder, for each Lease Year or portion thereof during the term hereof, the LESSEE'S Percentage Share, as defined in Section I (o) herein of all real estate taxes and other ad valorem taxes (including, without limitation, betterments or other assessments) imposed, assessed or levied upon the land and buildings and improvements comprising the Retail Center.

The tax payment required hereunder shall be paid by LESSEE in equal monthly installments in such amounts as are estimated and billed by LESSOR, at the commencement of the Term and at the beginning of each successive Lease Year during the term hereof, each such installment being due on the first day of each month. These monthly payments shall be made in advance and shall begin on April 1, 2018.

Within ninety (90) days after LESSOR'S receipt of tax bills for each Fiscal Year, or such reasonable time thereafter in LESSOR'S determination, LESSOR will certify to LESSEE:

- (i) the amount of taxes as specified above, and
- (ii) the amount of LESSEE'S Percentage Share.

The LESSEE'S Percentage Share paid or payable for each Lease Year shall be adjusted between LESSOR and LESSEE, each party hereby agreeing to pay the other, as the case may be within thirty (30) days of the aforesaid certification to LESSEE such amount as is necessary to affect such adjustment.

The failure of LESSOR to provide such certification within the time prescribed above shall not relieve LESSEE of its obligations generally or for the specific Lease Year in which any such failure occurs, as provided in this Section.

For the Lease Year in which the term commences or terminates, the provisions of this Section shall apply, but LESSEE'S liability for LESSEE'S Percentage Share



of any taxes for such year shall be subject to a pro rata adjustment based upon the number of days of such Tax Year falling within the period during which the Demised Premises are leased to LESSEE pursuant to this Lease.

LESSEE agrees to pay, prior to delinquency, any and all taxes and assessments levied, assessed or imposed during the term hereof upon or against:

- (i) all furniture, fixtures, signs and equipment and any other personal property installed or located within the Demised Premises; and
  - (ii) all alterations, additions, betterments or improvements of whatsoever kind or nature made by or on behalf of LESSEE to the Demised Premises, as the same may be separately levied, taxed or assessed against, or imposed directly upon LESSEE, by the taxing authorities; and
- (b) The provisions of Article III, Section 2(a), are predicated upon the present system of taxation in the Commonwealth of Massachusetts. If taxes upon rentals or otherwise pertaining to the Demised Premises shall be substituted, in whole or in part, for the present ad valorem real estate taxes or assessed in addition thereto, then LESSEE'S obligation to pay such taxes shall be based upon such substituted taxes, to the extent to which the same shall be a substitute for present ad valorem real estate taxes, together with such additional taxes. Except as hereinabove provided, nothing herein contained shall otherwise require or be construed to require LESSEE to reimburse LESSOR for any inheritance, estate, succession, transfer, gift, franchise, income or earnings, profit, excess profit tax, capital stock, or other similar tax which is or may be imposed upon LESSOR or upon LESSOR'S business.

Section 3. Late Payment Charge and Default Interest Rate. Any payment of Rent, additional rent or other sums due under this Lease, received by Lessor more than ten (10) days after the respective due dates, shall be subject to the Late Payment charge and Default Interest Rate as set forth in Article I Section 1 (L).

Section 4. Payment of Rent: All payments of Minimum Rent, additional rent, or other sums due under this Lease, shall be made payable to LESSOR, and sent to the address to which notices hereunder to the LESSOR are to be delivered or to such other payee or at such other address as LESSOR may designate in writing from time to time.

Section 5. First Month's Rent and Security Deposit: Simultaneous with the execution and delivery of this Lease, LESSEE shall pay to LESSOR Ten Thousand Nine Dollars and 66/100 (\$10,009.66) Dollars, which represents the first full month's rent as of the Rent Commencement Date of Four Thousand Seven Hundred Sixty-Six Dollars and 66/100 (\$4,766.66) Dollars, and the security deposit of Five Thousand Two Hundred Forty-Three and 00/100 (\$5,243.00) Dollars. Said security deposit shall be applied to the rent for month 61.

**ARTICLE IV**  
**LESSOR'S Work and LESSEE'S Construction**

Section 1. LESSOR'S Work. LESSOR shall deliver Premises in "as-is" condition with the exception of the following:

- A. New ground-mounted HVAC shall be installed by the LESSOR and connected to existing ductwork, more specifically, 180,000 BTU's on the heat side using 2 furnaces in tandem, staged for maximum efficiency; and on the cooling side, 10 tons of cooling, using 2 outdoor units for efficiency.
- B. New Grease Trap (tank with baffle system) shall be installed by the LESSOR
- C. Parking lot shall be patched, sealed and striped by LESSOR. This will include low spots to be leveled, cracks filled and major defects to be repaired.

LESSOR shall maintain the HVAC system for the Demised Premises in good working condition for 1 year from the Rent Commencement Date and, LESSOR will pass on any manufacturer's warranty it has to LESSEE. LESSOR warrants that the roof cover is currently water-tight and in good condition and LESSOR shall be responsible for all repairs or replacement of the roof cover throughout the term of the Lease. LESSOR shall not be responsible for any consequential damages which may result from roof leaks.

Section 2. LESSEE'S Construction: The LESSEE shall be responsible for the build out of the existing building, which shall include exterior painting, interior painting, updated bathrooms, new countertops and replacing tiles as needed (consistent on the interior and exterior of the prototypical Mexica Burrito Grill decors), and in conjunction with this shall design its restaurant and provide LESSOR with stamped plans and specifications from a licensed architect showing the design layout and all work to be done on the building. Such plans and specifications shall be delivered to LESSOR within 45 days of the Lease Commencement Date. Within 7 days of receipt of such plans and specifications LESSOR shall either notify LESSEE that it approves those plans and specifications or notify LESSEE that some portion or portions of the plans and specifications are not approved; and if there is non-approval of the plans and specifications, the parties shall work together to expeditiously complete an approved set of plans and specifications. LESSEE and its architect shall be allowed access to the building in conjunction with preparing those plans and specifications. The build out shall be done in a good and workmanlike manner and in conformity with all laws, rules, regulations, requirements of governmental authorities having jurisdiction and substantially in accordance with the plans and specifications approved by LESSOR, and the LESSEE shall equip the Demised Premises with all trade fixtures and personal property (including, but not limited to one (1) 4' grill, one (1) 6' food warmer, at least one (1) deep fryer, dishwasher and stainless steel tables, and possibly a new hood system, as required) necessary for the operation of LESSEE'S business in the Demised Premises (the "LESSEE'S Construction").

## ARTICLE V

### Common Area Maintenance, Common Charges

Section 1. LESSOR'S Work. LESSOR shall make all necessary repairs and replacements to the Common Areas. LESSOR shall cause the Common Areas to be illuminated and striped at such time as reasonably required. LESSOR shall keep the Common Areas reasonably free of snow and ice and in a reasonably clean and neat condition except that LESSEE shall be responsible for removing snow and ice on sidewalks in front of the Demised Premises.

Section 2. LESSEE'S Payments. In addition to all other payments herein provided to be made by LESSEE to LESSOR, LESSEE shall also pay to LESSOR, as additional rent, an amount equal to LESSEE'S Percentage Share of CAM, as defined in Section I (o) herein, of all of the costs and expenses incurred or accrued by, or on behalf of LESSOR in operating, maintaining, repairing and replacing the Common Areas and Common Facilities of the Retail Center together with all costs an expense incurred or accrued by or on behalf of the LESSOR in performing LESSOR'S work as described in Article V Section 1 and Article VIII, Section 2 (collectively "LESSOR'S Costs"). LESSOR'S Costs include (but are not limited to) all costs and expenses of every kind and nature, including capital repairs and capital improvements, reasonable or necessary and incurred or accrued by LESSOR in operating, managing, equipping, policing (if and to the extent provided by LESSOR), lighting, repairing, replacing, striping and maintaining all parking areas, driveways, accessways, service and loading areas and Common Facilities, and all other Common Areas of the Retail Center (including, but without limitation, all landscaping and gardening); water and sewer charges; costs of maintaining the drainage system; premiums for all General Liability Insurance, Workmen's Compensation, all risk property insurance, and all other insurance on the Common Areas, Common Facilities and Buildings in the Retail Center (as described in Article XI), fees for required licenses and permits; supplies, and administrative costs equal to fifteen (15%) percent of the total costs of operating, maintaining, repairing and insuring the Common Areas and Common Facilities and Buildings in the Retail Center; but there shall be excluded costs of labor, equipment and material properly chargeable to capital accounts and depreciation of the original cost of constructing the Common Areas and Common Facilities and all costs incurred in repairing and replacing the roof cover (unless such repair or replacement is needed as a result of damage caused by LESSEE'S negligence). Notwithstanding anything herein to the contrary, the LESSEE shall pay for the trash removal expenses incurred in conjunction with the dumpster servicing the Demised Premises.

Section 3. Payment Schedule. LESSEE'S Percentage Share shall be paid in monthly installments, in the amount estimated by LESSOR (which for the first Lease Year shall be in an amount equal to LESSEE'S Initial Monthly Payment on Account of CAM as set forth in Section I (n) herein), on the first day of each and every calendar month, in advance, beginning on April 1, 2018. Within ninety (90) days after the end of each Lease Year during the term hereof, LESSOR shall furnish to LESSEE a statement in reasonable detail setting forth the CAM and showing the computation of LESSEE'S percentage share of such CAM ("CAM Statement"). If the CAM Statement shows that LESSEE'S estimated payments were less than LESSEE'S actual obligation for the Common Area charges for the preceding calendar year, LESSEE will pay the difference within 30 days after LESSEE receives the CAM Statement. If the CAM Statement shows an increase in LESSEE'S estimated payments for the current calendar year, LESSEE will also pay the difference between the new and former estimates for the period from January 1 of the current

calendar year through the month in which the CAM Statement is sent. If the CAM Statement shows that LESSEE'S estimated payments exceed LESSEE'S actual obligations for the CAM, LESSOR will refund to LESSEE such excess within 30 days after the CAM Statement is sent.

**ARTICLE VI**  
**Covenants**

LESSEE covenants and agrees as follows:

- (a) To pay, when due, the minimum rent and additional rent at the times and in the manner set forth herein;
- (b) To procure any licenses and permits required for any use to be made of the Demised Premises by LESSEE;
- (c) To pay promptly when due the entire cost of any work to the Demised Premises undertaken by LESSEE so that the Demised Premises shall, at all times, be free of liens for labor and materials; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements; and to save LESSOR harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work including, without limitation, reasonable attorneys' fees. Upon receipt of notice from LESSOR, LESSEE shall take over, at LESSEE'S expense, LESSOR'S defense in any action related to work undertaken by LESSEE on the Demised Premises.
- (d) To permit LESSOR and LESSOR'S agents to examine the Demised Premises during normal business hours upon prior notice (except in the case of an emergency) and to show the Demised Premises to prospective purchasers or tenants; to permit LESSOR to enter the Demised Premises upon prior notice to LESSEE (except in the case of an emergency) to make such repairs, improvements, alterations or additions thereto as may be required in order to comply with the requirements of any public authority having jurisdiction of the Demised Premises, or as may be required of LESSOR under the terms of this Lease.
- (e) To pay, when due, any and all State, Federal or local taxes based upon LESSEE'S use or occupation of the Demised Premises or pertaining to LESSEE'S personal property or resulting from any alteration, additions or improvements made by LESSEE to the Demised Premises.
- (f) To comply with all laws, orders, and regulations of any governmental authorities pertaining to the LESSEE'S use and occupation of the Demised Premises.

- (g) To refrain from doing anything, taking any action or failing to act in such a manner that will cause any increase in the fire insurance rates pertaining to the Demised Premises and to comply with any rules, regulations or recommendations of the National Board of Fire Underwriters, any rating bureau, or any similar association performing such function and failing same, to pay to LESSOR any increase in premiums resulting therefrom.
- (h) To keep the Demised Premises adequately heated for the protection of the plumbing therein.
- (i) To permit no waste with respect to the Demised Premises.

**ARTICLE VII**  
Use of Demised Premises

Section 1. Permitted Uses. The Demised Premises shall be used only for the purposes permitted in Article I Section 1 (r) herein. The restaurant shall have 60-70 seats, and with municipal approval may have outdoor seating on that portion of the Property that is adjacent to the long side of the Building.

Section 2. Use Restrictions. LESSEE agrees to conform to the following provisions during the entire term of this Lease and any extension thereof.

- (a) LESSEE shall take whatever measures are necessary to insure that floor load limitations are not exceeded in the Demised Premises;
- (b) LESSEE shall keep the Demised Premises adequately lighted during night-time hours ;
- (c) LESSEE shall not use the sidewalks, parking areas, driveways or other Common Areas of the Retail Center, for advertising or business purposes, except for the outdoor parking permitted by this Article VII, without the prior written consent of LESSOR, which consent will not be unreasonably withheld.
- (d) LESSEE shall not use the Demised Premises for any unethical or unfair method of business operation, advertising or interior display, nor perform any act or carry on any practice which may injure the Demised Premises or any other part of the Retail Center;
- (e) LESSEE shall not permit nor cause any offensive odors or loud noise (including, but without limitation, the use of loudspeakers) to emanate from the Demised Premises, nor shall LESSEE constitute a nuisance or menace to any other occupant or other persons in the Retail Center;

- (f) LESSEE shall set aside one parking space for police officers and veterans, and shall place a sign "For Police Officers and Veterans" in front of that parking space;
- (g) LESSEE shall comply with such reasonable rules and regulations as LESSOR may promulgate during the term hereof;
- (h) LESSEE shall not permit its employees or agents to block or park their vehicles on any Common Area of the Retail Center, except in such areas designated for employee parking and, on request of the LESSOR, LESSEE agrees to furnish LESSOR with the license plate numbers of all such vehicles;
- (k) LESSEE shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas, as may be designated by LESSOR; and
- (l) LESSEE will not use the Demised Premises or any portion thereof, at any time for any of the prohibited uses.

### ARTICLE VIII

#### Maintenance, Repairs Alterations and Surrender

Section 1. LESSEE'S Work. The LESSEE shall keep and maintain the Demised Premises, and all facilities and systems serving the Demised Premises, in a neat, clean, sanitary condition and in good working order and repair, and in compliance with all laws, ordinances or regulations of any public authorities having jurisdiction, including, without limitation, all electrical, plumbing, gas, heating, air-conditioning, and sewage facilities within or serving the Demised Premises, sprinklers, fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted) and all interior building appliances and similar equipment and the exterior and the interior portions of all windows, window frames, doors, door frames, and all other glass or plate glass thereon, and shall make all repairs and replacements and do all other work necessary for the foregoing, and, in furtherance hereof, the LESSEE shall, at all times, maintain contracts with professional services to perform the normal and routine maintenance required for the heating and air-conditioning facilities at the Demised Premises and make all necessary replacements thereto; provided, however, that subject to the provisions of Articles XVII and XVIII herein, damage to the Demised Premises caused by fire or other such casualty covered by policies of fire insurance carried by the LESSOR as hereinafter provided in Article XI hereof, or caused by action of public authorities in connection with a taking by eminent domain, shall be repaired by the LESSOR at LESSOR'S own cost and expense. If LESSEE shall fail to timely perform any of LESSEE'S work, LESSOR may perform such work and bill LESSEE for the cost thereof and LESSEE shall pay such bills within five (5) business days of the date of such bill. Any late payments of such bills shall be subject to the Late Payment Charge and Default Interest Rate set forth in Article I Section 1 (l) of this Lease.

Section 2. LESSOR'S Work. The LESSOR shall promptly, after receipt of written notice from the LESSEE, or by its own volition, make any necessary repairs to the roof, roof covering, foundations, structural columns and exterior walls of the Demised Premises only

(exclusive of glass, window frames, windows, doors, door frames, and signs, which repairs shall be made by the LESSEE), except where such repairs are required by reason of any act or negligence by the LESSEE, its employees, agents, licensees, suppliers, contractors or guests. The LESSEE shall promptly, after notice from the LESSOR, repair, at its own expense, any damage to the roof, foundation and exterior walls of the Demised Premises caused by any act or negligence by the LESSEE, its agents, licensees, suppliers, contractors, or guests. LESSOR shall not be responsible for any consequential damages in any way relating to any such repair or replacement or the events causing or precipitating such repair or replacement.

Section 3. Surrender of Premises. The LESSEE shall at the expiration or earlier termination of this Lease remove its goods and effects and peaceably yield up the Demised Premises, clean and in good working order, repair and condition, reasonable wear and tear excepted, and LESSEE shall repair any damage done to the Demised Premises or the Retail Center by the installation or removal of such of LESSEE'S equipment and trade fixtures or trade equipment as permitted herein. Notwithstanding anything herein to the contrary, at the termination of the tenancy, the LESSEE shall not remove any of its LESSEE improvements, trade fixtures or equipment, it being understood and agreed that those improvements, trade fixtures and equipment shall be left in the Demised Premises unless LESSOR specifically requests that such items, or any portion thereof, be removed.

Section 4. Alterations. The LESSEE shall obtain LESSOR'S prior written consent for any alterations, improvements or additions to the Demised Premises or to the exterior of the Demised Premises, which in the case of interior non-structural work, shall not be unreasonably withheld. All such work shall be performed in accordance with all applicable laws and in a good and workmanlike manner and shall not impair the safety of the structure of The Building, nor diminish the value of the Retail Center as then constituted.

All wall to wall carpeting, linoleum or other floor covering of similar character, shall remain upon the Demised Premises, and at the expiration or earlier termination of this Lease shall be surrendered with the Demised Premises as a part thereof.

In the event LESSEE fails to remove said furniture or other items of personal property prior to the expiration or earlier termination of the Lease, they shall, at the option of LESSOR, be deemed abandoned and may be disposed of by LESSOR in any way LESSOR sees fit.

## ARTICLE IX

### Utilities

The LESSEE shall pay for all utility services provided to the Demised Premises, including, without limitation, electricity, gas, water, telephone, heat and sewage charges applicable to the Demised Premises. The LESSOR shall not be liable for any interruption of electricity, gas, water, telephone, sewage, heat or other utility service, supplied to the Demised Premises. The LESSEE shall pay, on being billed therefor, any water and/or sewer use tax imposed by any governmental authority which is directly or indirectly applicable to the Demised Premises.

ARTICLE X  
Liability

Section 1. LESSEE'S Indemnity. The LESSEE shall save the LESSOR harmless and indemnified from all injury, loss, claims or damage of whatever nature to any person or property in the Demised Premises directly arising from any negligence of the LESSEE or LESSEE'S subtenants or concessionaires, or the employees, agents, contractors, suppliers, licensees, invitees, or customers of any of the foregoing. The LESSEE shall save the LESSOR harmless and indemnified from all injury, loss, claims or damage of whatever nature to any person or property on or about the Retail Center directly arising from the negligence of the LESSEE or those people under the direct control of LESSEE. Upon request of LESSOR, the LESSEE shall take over, at LESSEE'S expense, LESSOR'S defense in any action related to such matter for which LESSEE has agreed to indemnify LESSOR.

Section 2. LESSOR'S Non-Liability. Neither the LESSOR nor any agent or employee of the LESSOR shall be liable for any damage to the person or property of the LESSEE, or of any subtenant, or concessionaire, or of any employee, customer, licensee, invitee, contractor or supplier, or guest of any of the foregoing, except where such damage is attributable solely to the negligence of the LESSOR, or LESSOR'S agents or employees in the performance or failure to perform any of the obligations of the LESSOR under and pursuant to the terms and provisions of this Lease. Without in any way limiting the generality of the foregoing, LESSOR, LESSOR'S agents or employees, shall not be liable, in any event, for any such damage resulting from (a) the interruption to business or damage to property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of said Demised Premises, or from the pipes, appliances or plumbing or from dampness or any other cause; (b) any hidden defect on the Demised Premises; and/or (c) acts or omissions of persons occupying other premises in the Retail Center.

Section 3. LESSEE'S Insurance. The LESSEE shall maintain, during the term of this Lease, at its own expense comprehensive public liability insurance in responsible companies qualified to do business in Massachusetts which shall insure the LESSOR (as a named, insured party), and all persons claiming under the LESSOR, as well as the LESSEE, against all claims for injuries to persons (including death) occurring in or about the Demised Premises in the amount of at least One Million (\$1,000,000.00) Dollars per occurrence, together with a Two Million Dollar (\$2,000,000.00) annual aggregate. In the event of bodily injury or death, and against all claims for damages to or loss of property occurring in or about the Demised Premises in the amount of at least Five Hundred Thousand (\$500,000.00) Dollars or such higher amounts of liability insurance coverage as LESSOR shall reasonably require from time to time. The LESSEE shall furnish the LESSOR with certificates for such insurance prior to the Commencement Date and at least ten (10) days prior to the expiration date of any of such policies. LESSEE'S insurance carrier shall agree to endeavor to give LESSOR at least thirty (30) days prior notice of cancellation or modification of LESSEE'S policy. The LESSEE shall also, at its own expense, maintain worker's compensation insurance, fire and comprehensive casualty insurance of adequate amounts with respect to its own fixtures, merchandise, equipment and other property contained in the Demised Premises.



## ARTICLE XI

### Insurance

LESSOR'S Insurance. The LESSOR shall maintain, at all times during the term of this Lease, with respect to the Retail Center, insurance against loss or damage by fire, the so-called extended coverage, and insurance with respect to such other casualties and public liability as LESSOR deems appropriate.

## ARTICLE XII

### Signs

LESSEE may place, at LESSEE'S sole cost and expense, signs on the Demised Premises at locations designated by LESSOR, provided that they comply with all applicable municipal and state By-Laws, rules and regulations, and receive the prior written approval of the LESSOR with reference to size, design, color and lighting. A plan showing LESSEE'S signage, as approved by LESSOR, is attached hereto as Exhibit C. In no event shall any sign contain: (a) flashing or blinking lights; (b) neon lights, except for non-moving neon lights in signage on the exterior wall of a building, displayed in a professional manner, limited to one neon sign per building (in no event shall any neon lights be displayed in or through any windows,) (c) illumination other than individually illuminating lettering, internal illumination of the entire sign panel or neon illumination as set forth in clause (b) above; (d) the brand logo of any product unless the name and logo of the store is the same as such brand or (e) interchangeable letters such as a reader board. In addition, at the election of LESSOR, LESSEE shall place, retain, maintain and repair its sign on the LESSOR'S pylon structure, provided it complies with all applicable law, meets with the prior written approval of LESSOR, with reference to location on the pylon, size, design and color and complies with all of the sign provisions contained in this paragraph.

## ARTICLE XIII

### Assignment or Subletting

LESSEE shall not sublet or assign this Lease or LESSEE'S interest in and to all or any part of the Premises, without LESSOR'S prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, provided however that in the event of an assignment or sublease, the LESSEE shall remain liable for all of the obligations of LESSEE hereunder, and the subtenant or assignee shall also agree to be responsible for all of said obligations and LESSEE shall pay all of LESSOR'S reasonable attorney fees incurred in connection with such assignment. Should LESSEE desire to sublet or assign the Premises, LESSEE will deliver the name and addresses of the proposed assignee or subtenant to LESSOR, together with such assignee's or subtenant's complete commercially reasonable financial statement, at the time LESSEE so requests LESSOR'S consent. Notwithstanding anything contained herein to the contrary, in the event that LESSOR assigns this Lease or sublets the Premises, fifty percent of the Rent and other compensation payable by the assignee or subtenant over and above LESSEE'S rent under the terms of this Lease less reasonable costs incurred by LESSEE in procuring such assignment or sublease, shall be paid to LESSOR, within 10 days after LESSEE receives each such payments from such subtenant or assignee. Any

unauthorized attempted transfer, subletting, assignment, license to use; hypothecation or other alienation of this Lease shall be void and shall confer no rights thereto.

**ARTICLE XIV**  
**Subordination**

Section 1. Subordination by LESSEE. The LESSEE shall, from time to time, upon request of the LESSOR, subordinate this Lease to any existing and/or future Mortgage, as hereinafter defined, heretofore or hereafter placed upon the Retail Center or any part thereof, to any renewal, modification, replacement or extension of such Mortgage and to any and all advances made or to be made thereunder, provided that in the instrument of subordination the Mortgagee agrees, for itself and its successors and assigns, that so long as the LESSEE shall not be in default under this Lease, the Mortgagee and its successors and assigns will not disturb the peaceful, quiet enjoyment of the Demised Premises by the LESSEE. The LESSEE hereby irrevocably appoints the LESSOR and any successor or assign its attorney-in-fact (which appointment is coupled with an interest) to execute and deliver any such instrument of subordination for and on behalf of the LESSEE and its successors and assigns. If this Lease is so subordinated, no entry under any such Mortgage or sale for the purpose of foreclosing the same or repossession or other action pursuant to such Mortgage shall be regarded as an eviction of the LESSEE or its successors and assigns, constructive or otherwise, or give the LESSEE or any successors or assigns any right to terminate this Lease, provided that, upon request, LESSEE attorns to the Mortgagee or new owner or predecessor.

Section 2. Definition of Mortgage and Mortgagee. For purposes hereof, the term "Mortgage" shall mean any real estate mortgages, deed of trust or any other security agreements or indentures affecting the Retail Center, the Demised Premises; the term "Mortgagee" shall mean the holder of any such real estate mortgage, or any trustee or holder of any such deed of trust, security agreement or indenture.

Section 3. Estoppels and Notices. LESSEE will, upon request by LESSOR or any Mortgagee, execute and deliver to such party (a) an Estoppel Letter in form satisfactory to such party and/or (b) a copy of any notice of default delivered by LESSEE to LESSOR at the same time and in the same manner as to LESSOR.

Section 4. Mortgagee Not Liable. With reference to any assignment by LESSOR of LESSOR'S interest in this Lease, or the rents and other sums payable hereunder, conditional in nature or otherwise, which assignment is made to a Mortgagee, LESSEE agrees that the execution thereof by LESSOR, and the acceptance thereof by such Mortgagee, shall never be treated as an assumption by such Mortgagee of any of the obligations of LESSOR hereunder, unless such Mortgagee shall, by notice sent to LESSEE, specifically otherwise elect. Nevertheless, LESSEE shall, upon receipt of written notice from LESSOR and any such Mortgage, to whom LESSOR may from time to time assign the rents or other sums due hereunder make payment of such rents or other sums to such Mortgagee.

**ARTICLE XV**  
**Self-Help**

If the LESSEE shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and shall not cure such default within thirty (30) days after notice from LESSOR specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence) LESSOR may, at its option, without waiving any claim for breach of agreement, at any time thereafter cure such default for the account of LESSEE, and make all necessary payments in connection therewith, including but not limiting the same to attorney's fees, costs or charges of or in connection with any legal action which may have been brought, and any amount paid by LESSOR in so doing shall be deemed paid for the account of LESSEE and LESSEE agrees to reimburse LESSOR therefor with interest thereon at the default interest rate, such sums payable by LESSEE to LESSOR to be deemed additional rent; provided that LESSOR may cure any such default as aforesaid prior to the expiration of said waiting period but after notice to LESSEE, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate or LESSOR'S interest therein, or to prevent injury or damage to persons or property.

**ARTICLE XVI**  
**Waiver of Subrogation**

LESSOR and LESSEE each hereby releases the other from any and all liability or responsibility to the other (or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force in effect only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder, and LESSOR and LESSEE each hereby agree that it shall cause such a clause or endorsement to be included in its policies, and, if necessary, pay any additional premium that may be charged therefor.

**ARTICLE XVII**  
**Damage by Fire, Etc.**

Section 1. Restoration by LESSOR. If the Demised Premises or the Retail Center shall be damaged or destroyed by fire, or other casualty covered by the LESSOR'S insurance policies required to be carried pursuant to the provisions of Article XI hereof, the LESSEE shall immediately give notice thereof to the LESSOR and unless this Lease is terminated as hereinafter provided, the LESSOR at its own expense shall repair or rebuild the same so as to restore the Demised Premises (excluding any alterations, additions or improvements made by LESSEE thereto) to substantially the same condition they were in as of the Rent Commencement Date, subject, however, to zoning and building laws then in existence, provided that the LESSOR shall not be responsible for any delay in such repair or reconstruction which may result from any cause

beyond its reasonable control and provided further that in no event shall LESSOR be obligated to expend for such repair or reconstruction more than the amount of the insurance proceeds (net of all costs and fees incurred by LESSOR in collecting the same) received by LESSOR on account thereof. The LESSEE shall not be required to pay minimum rent and additional rent during any period, in excess of one week, in which the premises are rendered untenable.

Section 2. Termination Rights. If either the Demised Premises or the Retail Center (whether or not the Demised Premises shall be so damaged) shall be damaged or destroyed by fire or other casualty to the extent of fifty (50%) percent or more of the full insurable value thereof, or if any part of the Demised Premises or the Retail Center shall be damaged by an uninsured casualty by any cause, the LESSOR may elect by written notice to the LESSEE either to terminate this Lease or to repair or rebuild on the conditions set forth in Section 1 by written notice given within ninety (90) days after such damage or destruction.

Section 3. LESSEE'S Restoration. In the event that the Demised Premises or the Retail Center are damaged or destroyed by any cause, then, unless this Lease is terminated as above provided, the LESSEE, at its own expense and proceeding with all reasonable dispatch, shall repair or replace suitably all alterations, additions, improvements, trade fixtures, equipment, signs or other property installed by or belonging to the LESSEE which shall be damage or destroyed.

## ARTICLE XVIII Eminent Domain

Section 1. LESSOR and LESSEE Right of Termination. If as a result of any taking by eminent domain which shall be deemed to include a voluntary conveyance in lieu of a taking, the total floor area remaining in the Demised Premises shall be reduced to less than eighty (80%) of the total floor area in the Demised Premises at the Rent Commencement Date, or the Demised Premises shall be permanently deprived of access by motor vehicle to and from a public a street or private way, then, and in either of such cases, at the election of the LESSOR or the LESSEE, exercisable by written notice given to the other within ninety (90) days after the date of the filing of the notice of such taking, this Lease may be terminated as of the date when the LESSEE is required to vacate the Demised Premises or the portion thereof so taken, or access is so taken, notwithstanding that the entire interest of the party exercising such option may have been divested by such taking, and if following any such taking neither the LESSEE nor the LESSOR terminates this Lease, then the LESSOR, at the LESSOR'S expense, but only to the extent of the award for any such taking, and proceeding with all reasonable dispatch, subject to delays beyond its reasonable control, shall do such work as may be required to put what may remain of the Demised Premises in proper condition for the conduct of the LESSEE'S business, or to provide alternative access, as the case may be, and the LESSEE, at the LESSEE'S expense and proceeding with all reasonable dispatch, shall make such alterations, repairs and replacements of the alterations, additions, improvements, trade fixtures, equipment, signs or other property installed by or belonging to the LESSEE as may be necessary to put the remainder of the Demised Premises in proper condition for the LESSEE'S business. Unless this Lease is terminated by LESSOR, as herein provided, the LESSEE shall be required to pay all minimum rent and additional rent during any period in which the premises are rendered untenable.

Section 2. LESSOR'S Right of Termination. In the event that a taking, as defined herein, involves any portion of the Demised Premises or the means of access to public or private ways, the LESSOR shall have the right to terminate this Lease by notifying the LESSEE or the LESSOR'S election to terminate not later than ninety (90) days after the final determination of the amount of the award, effective on the date set forth in the notice, or to restore the Demised Premises and/or provide substitute premises for LESSEE reasonably satisfactory to LESSEE at such location and in the case of such restoration and/or substitution, the Minimum Rent shall be abated in proportion to the reduction in area of the demised premises. There shall be no abatement of additional rent or other charges due under this Lease unless there is a full abatement of the Minimum Rent.

Section 3. Damages. The LESSOR reserves all rights to damages to the Retail Center, the Demised Premises and the leasehold hereby created, or awards with respect thereto, then or thereafter accruing, by reason of any taking by eminent domain or by reason of anything lawfully done or required by any public authority, and the LESSEE grants to the LESSOR all the LESSEE'S rights, if any, to such damages, except with respect to the value of LESSEE'S personal property which may be compensated by separate award, and relocation expenses, and shall execute and deliver to the LESSOR such further instruments of assignment thereof as the LESSOR may from time to time request.

## ARTICLE XIX

### Section 1: Default

In the event that any one or more of the following conditions occur, any of which shall be an event of default:

(a) The LESSEE shall fail to make any payment of any installment of rent or other sums herein specified, when the same is due; or

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

(c) Any proceedings seeking protection from creditors are instituted by the LESSEE under the Bankruptcy Code or any laws amendatory thereof or supplemental thereto; or

(d) Any other proceedings shall be instituted against the LESSEE under the Bankruptcy Code or any insolvency law and not be dismissed within thirty (30) days; or

(e) LESSEE shall execute an assignment of his property for the benefit of his creditors;  
or

(f) A receiver or other similar officer for LESSEE shall be appointed and not be discharged within thirty (30) days, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Leased Premises, to declare the

term of this Lease ended, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without hereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the default interest rate and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

## Section 2: Remedies Upon Default

In the event that this Lease is terminated under any of the provisions contained in Article XIX, Section 1 hereof or shall be otherwise terminated for breach of any obligation of the LESSEE, LESSEE covenants to pay forthwith to LESSOR, as compensation, the excess of the total rent reserved for the residue of the term of the Lease ("Term") over the fair market rental value of the Premises for said residue of the Term. In calculating the rent reserved there shall be included, in addition to the rent, the value of all other considerations agreed to be paid or performed by LESSEE during said residue. LESSEE shall also be liable to LESSOR for all expenses (including reasonable attorneys' fees and expenses) incurred by LESSOR in enforcing his rights under this Lease and at law. LESSEE further covenants, as additional and cumulative obligations, after any such termination to pay punctually to LESSOR all sums and to perform all the obligations which LESSEE covenants in this Lease to pay and perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by LESSEE pursuant to the next preceding sentence LESSEE shall be credited with any amount paid to the LESSOR as compensation as in this article provided and also with the net proceeds of any rent obtained by the LESSOR by reletting the Premises, after deducting all the LESSOR'S reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services and expenses of preparing the Premises for such reletting, it being agreed by LESSEE that LESSOR (i) may relet the Premises or any part or parts thereof, for a term or terms which may at LESSOR'S option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term and may grant such concessions and free rent as LESSOR in its reasonable judgment considers advisable or necessary to relet the same and (ii) may make such alterations, repairs and decorations in the Premises as LESSOR, in his reasonable judgment considers advisable or necessary to relet the same, and no action of LESSOR in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce LESSEE'S liability as aforesaid.

In lieu of any damages or indemnity and in lieu of full recovery by LESSOR of all sums payable under the foregoing provisions of this Article, LESSOR may, by notice to LESSEE, at any time after this Lease is terminated under any of the provisions contained in Article XIX hereof or is otherwise terminated for breach of any obligation of LESSEE and before such full recovery, elect to recover, and LESSEE shall thereupon pay, as liquidated damages, an amount equal to the aggregate of the rent and all other sums payable by LESSEE hereunder accrued in the twenty four (24) months

ended next prior to such termination, plus the amount of rent of any kind accrued and unpaid at the time of termination, except that if the Lease is terminated prior to twenty four (24) months of occupancy by LESSEE, then liquidated damages shall be an amount equal to the rent and all other sums payable by LESSEE for the first twenty four (24) months of the Lease term as set forth in this Lease, plus, in any event, all expenses (including reasonable attorney's fees and expenses) incurred by LESSOR in enforcing his rights under this Lease and at law.

Nothing contained in this Lease shall, however, limit or prejudice the right of the LESSOR to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater than, equal to, or less than the amount of the loss or damages referred to above.

#### **ARTICLE XX-LESSOR'S DEFAULT**

LESSOR shall not be deemed to be in default in the performance of any of its obligations hereunder unless it shall fail to perform such obligations and such failure shall continue for a period of thirty (30) days or such additional time as is reasonably required to correct any such default after written notice has been given by LESSEE to LESSOR specifying the nature of LESSOR'S alleged default. Any liability of LESSOR for a breach of this Lease shall be limited only to acts occurring while the LESSOR is the owner of the Retail Center.

#### **ARTICLE XXI - BANKRUPTCY OR INSOLVENCY**

(a) If the LESSEE shall become a Debtor under the United States Bankruptcy Code (the "Code), and the Trustee or the LESSEE shall elect to assume this Lease under authority then given to the LESSEE by the Code, whether for the purpose of assigning the same or otherwise, such election and assignment may only be made if all the terms and conditions of subparagraph 28 (b) hereof are fully satisfied. If the Trustee or the Debtor shall fail to elect to assume this Lease within sixty (60) days after the filing of any such petition, this Lease shall be deemed to have been rejected, the LESSOR thereupon shall be immediately entitled to possession of the Demised Premises without further obligation to the LESSEE or the Trustee, and this Lease shall be terminated, but the LESSOR'S right to be compensated for damages both at law and as provided in paragraph 26 hereof shall survive. "Elect to assume," for the purposes of this paragraph, shall be deemed to mean that the Trustee or the Debtor shall have filled a motion to assume this Lease in the Debtor's bankruptcy proceedings and the Bankruptcy Court in such proceedings shall have allowed such motion.

(b) If the Trustee or Debtor-In-Possession has assumed this Lease pursuant to the provisions of subparagraph (a) hereof and the Code, for the purposes of assigning (or electing to assign) pursuant to the Code the LESSEE'S interest under this Lease, or the estate created thereby, to any other person, such interest or estate may be so assigned only if the LESSOR shall acknowledge in writing that the intended assignee has provided adequate assurance for the future performance (as defined in this subparagraph (b) of all of the terms, covenants and conditions of this Lease to be performed by the LESSEE. For the purpose of this subparagraph (b), the LESSOR and the LESSEE acknowledge that, in the context of a bankruptcy proceeding of the LESSEE, at a minimum,

“adequate assurance of future performance” shall mean that each of the following conditions shall have been satisfied, and the LESSOR has so acknowledged in writing:

- (i) The assignee has submitted a current financial statement audited by a Certified Public Accountant which shows a net worth and working capital in amounts (which amounts shall in no event be less than the greater of those of the LESSEE and any guarantor of the LESSEE’S obligations hereunder at the time of execution of the Lease) determined to be sufficient by the LESSOR to assure the future performance by such assignee of the LESSEE’S obligations under this Lease.
  - (ii) The assignee, if requested by the LESSOR, shall have obtained guarantees in form and substance satisfactory to the LESSOR from one or more persons who satisfy the LESSOR’S standards of credit;
  - (iii) The assignee has submitted in writing evidence, satisfactory to the LESSOR, of substantial business experience in the sale of merchandise and/or services permitted under this Lease;
  - (iv) The LESSOR has obtained all consents and waivers from any third party required under any lease, mortgage, financing arrangement or other agreement by which the LESSOR is bound to permit the LESSOR to consent to such assignment;
  - (v) The assignee has supplied such additional information required to be supplied by this subparagraph (b) and has complied with any other provisions, conditions and requirements set forth in subparagraph (a) for an assignment of the LESSEE’S interest in this Lease or the estate created thereby; and
- (c) When, pursuant to the Code, the Trustee, or Debtor-In-Possession shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charges shall not be less than the rent specified hereunder, without limitation, and without deduction or set-off of any kind.
- (d) Neither the LESSEE’S interest in this Lease, nor any lesser interest of the LESSEE herein, nor any estate of the LESSEE created hereby, shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of the LESSEE unless the LESSOR shall consent to such transfer in writing. No acceptance by the LESSOR of rent or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to have waived, nor shall it waive the need to obtain the LESSOR’S consent or the LESSOR’S right to terminate this Lease for any transfer of the LESSEE’S interest under this Lease without such consent



## ARTICLE XXII

### Notices

All notices or requests given, sent or required to be given with respect to any matter pertaining to this Lease must be in writing and must be delivered in hand, or sent by nationally recognized overnight courier service, such as, but not limited to, UPS or United Parcel Post, or by certified mail with return receipt requested, or by express mail, in each case with charges billed to the sender or proper postage prepaid, as applicable, and will be deemed given on the date received (or refused) when addressed to the parties at LESSOR'S Notice Address, in the case of notices to LESSOR, or at LESSEE'S Notice Address, in the case of notices to LESSEE, or in either case to such other addresses as LESSOR or LESSEE may designate to the other by notice. Until further notice, the LESSOR designates:

TOP GUN REALTY, LLC  
5 Tam O Shanter Road  
Franklin, Massachusetts 02038  
Attn: Joseph G. Evans, Manager

With a copy by fax and first class mail to:

Alan Greenwald, Esquire  
Greenwald & Greenwald LLP  
409 Fortune Boulevard  
Milford, MA 01757

The LESSEE designates:

SANTA FE BURRITO GRILL LLC  
28 West Central Street  
Franklin, MA 02038  
Attn: Hector Angel, Manager

With a copy by fax and first class mail to:

John B. Kennelly, Esquire  
Kennelly & Associates, LLC  
196 Trumbull Street - Suite 509  
Hartford, CT 06103

**ARTICLE XXIII**  
Hazardous Materials

LESSEE shall not use any portion of the Demised Premises for use, generation, treatment, storage or disposal of "oil", "hazardous material", "hazardous waste", or "hazardous substances" (collectively, the "Materials"), as such terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., as amended, and the regulations promulgated thereunder, and all applicable state and local laws, rules and regulations, including, without limitation, Massachusetts General Laws, Chapters 21C and 21E (the "Superfund and Hazardous Waste Laws"), without the express written prior consent of LESSOR and, if required, its Mortgagees, and then only to the extent that the presence of the Materials is (i) properly licensed and approved by all appropriate governmental officials and in accordance with all applicable laws and regulations and (ii) in compliance with any terms and conditions and (ii) in compliance with any terms and conditions stated in said prior written approvals by the LESSOR its Mortgagees. LESSEE shall promptly provide LESSOR with copies of all notices received by it, including, without limitation, any notice of violations, notice of responsibility or demand for action from any federal, state or local authority or official in connection with the presence of Materials in or about the Demised Premises. In the event of any release of Materials, as defined in the Superfund and Hazardous Waste Laws, LESSEE shall promptly remedy the problem in accordance with all applicable laws and requirements and shall indemnify and hold the LESSOR and its Mortgagees harmless from and against all loss, costs, liability and damage, including attorneys' fees and the cost of litigation, arising from the presence or release of any Materials in or on the Demised Premises. The obligations of LESSEE under this Article XXI shall survive expiration or termination of this Lease.

**ARTICLE XXIV**  
Miscellaneous Provisions

Section 1. No consent or waiver express or implied, by the LESSOR to or of any breach in the performance by the LESSEE of its agreements hereunder shall be construed as a consent or waiver to or of any other breach in the performance by the LESSEE of the same or any other covenant or agreement. No acceptance by the LESSOR of any rent or other payment hereunder, even with the knowledge of any such breach, shall be deemed a waiver thereof nor shall any acceptance of rent or other such payment in a lesser amount than is herein required to be paid by the LESSEE, regardless of any endorsement on any check or any statement in any letter accompanying the payment of the same, be construed as an accord and satisfaction or in any manner other than as a payment on account by the LESSEE. No reference in this Lease to any sublessee, licensee or concessionaire, or acceptance by the LESSOR from other than the LESSEE of any payment due hereunder shall be construed a consent by the LESSOR to any assignment or subletting by the LESSEE, or to give to the LESSEE any right to permit another to occupy any portion of the Demised Premises except as herein expressly provided. No waiver by the LESSOR in respect of any one tenant shall constitute a waiver with respect to any other tenant. Failure on the part of the LESSOR to complain of any action or non-action on the part of the LESSEE or to declare the LESSEE in default, no matter how long such failure may continue shall not be deemed to be a waiver by the LESSOR of any of its rights hereunder.

Section 2. In no case shall mention of specific instances under a more general provision be construed to limit the generality of said provisions.

Section 3. If the LESSEE continues to occupy the Demised Premises after the termination hereof, it shall have no more rights than a tenant by sufferance, but shall be liable for two times the aggregate rental then payable under this Lease for the period of such occupancy, and shall be liable for any loss or expense due to such holding over. Nothing in this section shall be construed to permit such holding over.

Section 4. If any provision of this Lease or the application thereof to any person or circumstance shall be to any extent invalid or unenforceable the remainder of this Lease and the application to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 5. LESSOR agrees that upon LESSEE'S paying the rent and performing and observing the agreements, conditions and other provisions on its part to be performed and observed, LESSEE shall and may peaceably and quietly have, hold and enjoy the Demised Premises and the appurtenant rights thereto as set forth in this Lease during the term of this Lease without any manner of hindrance or molestation from LESSOR or anyone claiming under LESSOR, subject, however, to the rights of holders of present and future Mortgages, and to the terms and provisions of this Lease.

Section 6. The conditions and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns, and the same shall be construed as covenants running with the land. Wherever in this Lease reference is made to either of the parties, it shall be held to include and apply to the successors and assigns of such party as if in each case so expressed, unless the context requires otherwise and regardless of the number or gender of such party; provided, however, that the term "LESSOR" as used in this lease means only the owner for the time being of the land of which the Demised Premises form a part so that in the event of any sale or sales of such land and Demised Premises or of said Lease the LESSOR shall be and hereby is entirely released of all covenants and obligations of the LESSOR hereunder.

Section 7. This Lease shall constitute the only agreement between the parties relative to the Demised Premises and no oral statements and no prior written matter not specifically incorporated herein shall be of any force or effect. In entering into this Lease, the LESSEE relies solely upon the representations and agreements contained herein. This agreement shall not be modified except by writing executed by both parties.

Section 8. The section and article headings throughout this instrument, if any, are for convenience and reference only and the words contained therein shall in no way be held to limit, define or describe the scope or intent of this lease or in any way affect this Lease.

Section 9. The LESSOR shall not be liable for a delay or failure in the commencement, performance or completion of any of its obligations hereunder where such delay or failure is attributable to strikes or other labor conditions, inability or difficulty in obtaining materials or services, wars, delays due to the weather, or other cause beyond the reasonable control of the LESSOR and in no event shall the LESSOR be liable for incidental or consequential damages.

Section 10. If the LESSOR shall at any time be an Individual, joint venture, tenancy in common, firm or partnership (general or limited) a trust or trustees of a trust, it is specifically understood and agreed that there shall be no personal liability of the LESSOR or any joint venture, tenant, partner, trustee, shareholder, beneficiary or holder of a beneficial interest thereof under any of the provisions hereof or arising out of the use or occupation of the Demised Premises by LESSEE. In the event of a breach or default by LESSOR of any of its obligations under this Lease, LESSEE shall look solely to the equity of the LESSOR in the Retail Center for the satisfaction of LESSEE'S remedies, and it is expressly understood and agreed that LESSOR'S liability under the terms, covenants, conditions, warranties and obligations of this Lease shall in no event exceed the loss of such equity interest. It is further understood and agreed that the liability of any party who is a LESSOR (whether the original LESSOR or any successor LESSOR) shall be limited to defaults occurring or arising during the period for which such party shall have been a LESSOR, and such party shall not be liable for defaults occurring or arising at any time before such party obtained its interest as lessor or after such party disposed of its interest as LESSOR.

Section 11. The LESSEE warrants and represents that no broker other than American Commercial Real Estate LLC and CBRE-NE (collectively the brokers) has either shown or referred the LESSEE to the within-described premises, and the LESSEE will indemnify, defend and save the LESSOR harmless from all claims for commission made by any other broker who alleges he showed or referred the LESSEE to the within-described premises. If the lease is signed and delivered and the LESSEE commences occupancy of the Premises LESSOR shall be responsible for paying the brokers commission pursuant to a separate listing agreement between Joseph Evans and American Commercial Real Estate LLC.

Section 12. Employees or agents of LESSOR have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Demised Premises, and this document shall become effective and binding only upon the execution and delivery thereof by both Lessor and LESSEE.

Section 13. Hector Angel, of 170 Slater Street, Manchester CT 06043, Plaza Azteca Wallingford, Inc., of 1088 North Colony Road, Wallingford, Connecticut, Plaza Azteca Hingham, Inc., of 6 Whiting Street, Hingham, Massachusetts, Casa Margaritas Bristol, Inc., of 450 Veterans Memorial Parkway, Suite 7A, East Providence, Rhode Island and Mexica Burrito Grill, Inc., of 759 Main Street, Tewksbury, Massachusetts, shall all Guaranty by separate documents, the form of which are attached hereto as Exhibits D, E, F, G and H respectively, the fulfillment and payment of all of the LESSEE'S obligations contained in this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal on the day and year first above written.

LESSOR:  
TOP GUN REALTY, LLC

LESSEE:  
SANTA FE BURRITO GRILL LLC

By: \_\_\_\_\_  
JOSEPH G. EVANS, MANAGER

By: \_\_\_\_\_  
HECTOR ANGEL, MANAGER

EXHIBIT A

(Plan attached hereto as a separate PDF document).

EXHIBIT B

MEMORANDUM OF TERM

As provided by the terms of the Lease dated \_\_\_\_\_, 20\_\_\_\_  
between the undersigned parties leasing premises described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

the undersigned hereby establish and agree (i) the Initial Term of the Lease commenced on the Commencement Date which was \_\_\_\_\_, 20\_\_\_\_; (ii) the Floor Area of the Premises is \_\_\_\_\_ square feet; (iii) the Rental Commencement Date is \_\_\_\_\_; and (iv) the Expiration Date of the Lease is \_\_\_\_\_, although the Term may be extended as provided in the Lease for the exercise of two Extensions, and each option shall be for a term of five years.

LESSOR:

TOP GUN REALTY, LLC,  
a Massachusetts limited liability company

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Joseph G. Evans, Manager

LESSEE:

SANTA FE BURRITO GRILL LLC,

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Hector Angel, Manager

EXHIBIT C

(A plan showing LESSEE'S signage, as approved by LESSOR).



## EXHIBIT D

### GUARANTY

THIS GUARANTY is made as of this \_\_\_\_ day of November, 2017, by Hector Angel, having an address of 170 Slater Street, Manchester CT 06042, (hereinafter referred to as "Guarantor"). Guarantor does hereby guarantee the performance of the obligations of Santa Fe Burrito Grill LLC, a Massachusetts corporation having a principal place of business at 28 West Central Street, Franklin MA 02038, (hereinafter referred to as "Tenant"), to TOP GUN REALTY, LLC, or its nominee, having a principal place of business at 5 Tam O Shanter Road, Franklin, Norfolk County, Massachusetts 02038 (hereinafter referred to as "Landlord").

#### WITNESSETH THAT:

WHEREAS, contemporaneously herewith, subject to certain terms and conditions, Landlord has entered this day into a lease with Tenant for 2,600± square feet in the premises located at 28 West Central Street, in Franklin, Norfolk County, Massachusetts (hereinafter referred to as "Lease").

WHEREAS, Guarantor warrants and represents to Landlord that the undersigned has a substantial financial interest in the success of Tenant.

WHEREAS, Landlord has advised Guarantor that it will not enter into the aforesaid lease transaction with Tenant unless, among other matters, all of the obligations of Tenant under the Lease, including without limitation the punctual payment of all moneys due under the terms of said Lease, are guaranteed by Guarantor, and

WHEREAS, the Guarantor is willing and has agreed to guarantee the payment of the aforesaid obligations, as hereinafter provided;

NOW, THEREFORE, in order to induce Landlord to enter into the aforesaid Lease with Tenant and for other good and valuable consideration, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably, guarantees: (i) the due and punctual payment in full (and not merely the collectability) of the all moneys due under said Lease of even date when due and payable, according to the terms of the Lease; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, or under the terms of, the Lease; (iii) the due and punctual performance and observance of all of the other terms, covenants and conditions contained in the Lease on the part of Tenant to be performed and observed.

2. Guarantor expressly agrees that the Landlord may, in his sole and absolute discretion, without notice to or further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantors hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to the Lease or any agreement or instrument securing the Lease; (ii) modify, amend or change any provisions of the Lease; (iii) grant extensions or renewals of or with respect to the Lease, and/or effect any release, compromise or settlement in connection therewith; (iv) agree to the substitution, exchange, release or other disposition of all or any part of the collateral securing the Lease; (v) make advances for the purposes of performing any term or covenant contained in the Lease (vi) assign or otherwise transfer the Lease and any instrument or agreement securing the Lease, including without limitation this Guaranty, or any interest therein; and (vii) deal in all respects with Tenant as if this Guaranty was not in effect. The obligations of Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Lease or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

3. The liability of Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Lessee of any remedies it may have against Tenant or any other party with respect to the Lease, whether pursuant to the terms thereof or otherwise. No exercise or non-exercise by Landlord of any right given to him hereunder, or under the Lease, and no change, impairment or suspension of any right or remedy of Lender shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against Landlord.

Without limiting the generality of the foregoing, the Landlord shall not be required to make any demand on Tenant and/or any other party, or otherwise pursue or exhaust his remedies against Tenant or any other party, before, simultaneously with or after, enforcing his rights and remedies hereunder against Guarantor. Any one or more successive and/or concurrent actions may be brought against Guarantor either in the same action, if any, brought against Tenant and/or any other party, or in separate actions, as often as the Landlord, in his sole discretion, may deem advisable.

4. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of non-payment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Lease, or under any other agreement executed in connection with the Lease of all indulgences; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this Guaranty or the Lease or any instrument or agreement securing the Lease; and (v) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

5. If Guarantor shall advance any sums to Tenant or its successors or assigns, or if Tenant or its successors or assigns shall be or shall hereafter become indebted to Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the Landlord under the terms of the Lease. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the rights of the Landlord under the Lease or any instrument or agreement securing the Lease until all amounts owing to the Landlord under the Lease are paid in full.

6. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first above set forth or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed.

7. Any payments made by Guarantor under the provisions of this Guaranty shall, if made to Landlord, be made at his address first set forth above, unless some other address is hereafter designated by Landlord.

8. All rights and remedies afforded to the Landlord by reason of this Guaranty and the Lease, and any instrument or agreement securing the Lease, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Landlord under the Lease in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Landlord under the Lease unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Landlord, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

9. The Guarantor shall pay the Landlord ON DEMAND all reasonable attorney's fees and expenses incurred by the Landlord which relate to the enforcement of this Guaranty.

10. This Guaranty shall inure to the benefit of, and be enforceable by, the Landlord and his heirs, executors, administrators, successors and assigns, and shall be binding upon, and enforceable against, Guarantor and Guarantor's heirs, executors, administrators, successors and assigns.

11. This instrument is intended to take effect as a sealed instrument, and all rights, duties and remedies of the parties, shall be governed as to interpretation, validity, effect and enforcement, and in all other respects of the same or different nature, by the laws of the Commonwealth of Massachusetts.

SIGNED AS A SEALED INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Hector Angel

## EXHIBIT E

### GUARANTY

THIS GUARANTY is made as of this \_\_\_\_ day of November, 2017, by Plaza Azteca Wallingford, Inc., having a current business address of 1088 North Colony Road, Wallingford, Connecticut, (hereinafter referred to as "Guarantor"). Guarantor does hereby guarantee the performance of the obligations of Santa Fe Burrito Grill LLC, a Massachusetts corporation having a principal place of business at 28 West Central Street, Franklin, Massachusetts, (hereinafter referred to as "Tenant"), to TOP GUN REALTY, LLC, or its nominee, having a principal place of business at 5 Tam O Shanter Road, Franklin, Norfolk County, Massachusetts 02038 (hereinafter referred to as "Landlord").

#### WITNESSETH THAT:

WHEREAS, contemporaneously herewith, subject to certain terms and conditions, Landlord has entered this day into a lease with Tenant for 2,600± square feet in the premises located at 28 West Central Street, in Franklin, Norfolk County, Massachusetts (hereinafter referred to as "Lease").

WHEREAS, Guarantor warrants and represents to Landlord that the undersigned has a substantial financial interest in the success of Tenant.

WHEREAS, Landlord has advised Guarantor that it will not enter into the aforesaid lease transaction with Tenant unless, among other matters, all of the obligations of Tenant under the Lease, including without limitation the punctual payment of all moneys due under the terms of said Lease, are guaranteed by Guarantor, and

WHEREAS, the Guarantor is willing and has agreed to guarantee the payment of the aforesaid obligations, as hereinafter provided;

NOW, THEREFORE, in order to induce Landlord to enter into the aforesaid Lease with Tenant and for other good and valuable consideration, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably, guarantees: (i) the due and punctual payment in full (and not merely the collectability) of the all moneys due under said Lease of even date when due and payable, according to the terms of the Lease; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, or under the terms of, the Lease; (iii) the due and punctual performance and observance of all of the other terms, covenants and conditions contained in the Lease on the part of Tenant to be performed and observed.

2. Guarantor expressly agrees that the Landlord may, in his sole and absolute discretion, without notice to or further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantor's hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to the Lease or any agreement or instrument securing the Lease; (ii) modify, amend or change any provisions of the Lease; (iii) grant extensions or renewals of or with respect to the Lease, and/or effect any release, compromise or settlement in connection therewith; (iv) agree to the substitution, exchange, release or other disposition of all or any part of the collateral securing the Lease; (v) make advances for the purposes of performing any term or covenant contained in the Lease (vi) assign or otherwise transfer the Lease and any instrument or agreement securing the Lease, including without limitation this Guaranty, or any interest therein; and (vii) deal in all respects with Tenant as if this Guaranty was not in effect. The obligations of Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Lease or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

3. The liability of Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Lessee of any remedies it may have against Tenant or any other party with respect to the Lease, whether pursuant to the terms thereof or otherwise. No exercise or non-exercise by Landlord of any right given to him hereunder, or under the Lease, and no change, impairment or suspension of any right or remedy of Lender shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against Landlord.

Without limiting the generality of the foregoing, the Landlord shall not be required to make any demand on Tenant and/or any other party, or otherwise pursue or exhaust his remedies against Tenant or any other party, before, simultaneously with or after, enforcing his rights and remedies hereunder against Guarantor. Any one or more successive and/or concurrent actions may be brought against Guarantor either in the same action, if any, brought against Tenant and/or any other party, or in separate actions, as often as the Landlord, in his sole discretion, may deem advisable.

4. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of non-payment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Lease, or under any other agreement executed in connection with the Lease of all indulgences; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this Guaranty or the Lease or any instrument or agreement securing the Lease; and (v) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

5. If Guarantor shall advance any sums to Tenant or its successors or assigns, or if Tenant or its successors or assigns shall be or shall hereafter become indebted to Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the Landlord under the terms of the Lease. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the rights of the Landlord under the Lease or any instrument or agreement securing the Lease until all amounts owing to the Landlord under the Lease are paid in full.

6. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first above set forth or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed.

7. Any payments made by Guarantor under the provisions of this Guaranty shall, if made to Landlord, be made at his address first set forth above, unless some other address is hereafter designated by Landlord.

8. All rights and remedies afforded to the Landlord by reason of this Guaranty and the Lease, and any instrument or agreement securing the Lease, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Landlord under the Lease in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Landlord under the Lease unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Landlord, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

9. The Guarantor shall pay the Landlord ON DEMAND all reasonable attorney's fees and expenses incurred by the Landlord which relate to the enforcement of this Guaranty.

10. This Guaranty shall inure to the benefit of, and be enforceable by, the Landlord and his heirs, executors, administrators, successors and assigns, and shall be binding upon, and enforceable against, Guarantor and Guarantor's heirs, executors, administrators, successors and assigns.

11. This instrument is intended to take effect as a sealed instrument, and all rights, duties and remedies of the parties, shall be governed as to interpretation, validity, effect and enforcement, and in all other respects of the same or different nature, by the laws of the Commonwealth of Massachusetts.

SIGNED AS A SEALED INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED IN THE PRESENCE OF:

Witness

PLAZA AZTECA WALLINGFORD, INC.

By: \_\_\_\_\_, Its President  
Hector Angel

## EXHIBIT F

### GUARANTY

THIS GUARANTY is made as of this \_\_\_\_ day of November, 2017, by Plaza Azteca Hingham, Inc., having a current business address of 6 Whiting Street, Hingham, Massachusetts, (hereinafter referred to as "Guarantor"). Guarantor does hereby guarantee the performance of the obligations of Santa Fe Burrito Grill LLC, a Massachusetts corporation having a principal place of business at 28 West Central Street, Franklin, Massachusetts, (hereinafter referred to as "Tenant"), to TOP GUN REALTY, LLC, or its nominee, having a principal place of business at 5 Tam O Shanter Road, Franklin, Norfolk County, Massachusetts 02038 (hereinafter referred to as "Landlord").

#### WITNESSETH THAT:

WHEREAS, contemporaneously herewith, subject to certain terms and conditions, Landlord has entered this day into a lease with Tenant for 2,600± square feet in the premises located at 28 West Central Street, in Franklin, Norfolk County, Massachusetts (hereinafter referred to as "Lease").

WHEREAS, Guarantor warrants and represents to Landlord that the undersigned has a substantial financial interest in the success of Tenant.

WHEREAS, Landlord has advised Guarantor that it will not enter into the aforesaid lease transaction with Tenant unless, among other matters, all of the obligations of Tenant under the Lease, including without limitation the punctual payment of all moneys due under the terms of said Lease, are guaranteed by Guarantor, and

WHEREAS, the Guarantor is willing and has agreed to guarantee the payment of the aforesaid obligations, as hereinafter provided;

NOW, THEREFORE, in order to induce Landlord to enter into the aforesaid Lease with Tenant and for other good and valuable consideration, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably, guarantees: (i) the due and punctual payment in full (and not merely the collectability) of the all moneys due under said Lease of even date when due and payable, according to the terms of the Lease; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, or under the terms of, the Lease; (iii) the due and punctual performance and observance of all of the other terms, covenants and conditions contained in the Lease on the part of Tenant to be performed and observed.

2. Guarantor expressly agrees that the Landlord may, in his sole and absolute discretion, without notice to or further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantors hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to the Lease or any agreement or instrument securing the Lease; (ii) modify, amend or change any provisions of the Lease; (iii) grant extensions or renewals of or with respect to the Lease, and/or effect any release, compromise or settlement in connection therewith; (iv) agree to the substitution, exchange, release or other disposition of all or any part of the collateral securing the Lease; (v) make advances for the purposes of performing any term or covenant contained in the Lease (vi) assign or otherwise transfer the Lease and any instrument or agreement securing the Lease, including without limitation this Guaranty, or any interest therein; and (vii) deal in all respects with Tenant as if this Guaranty was not in effect. The obligations of Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Lease or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

3. The liability of Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Lessee of any remedies it may have against Tenant or any other party with respect to the Lease, whether pursuant to the terms thereof or otherwise. No exercise or non-exercise by Landlord of any right given to him hereunder, or under the Lease, and no change, impairment or suspension of any right or remedy of

Lender shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against Landlord. Without limiting the generality of the foregoing, the Landlord shall not be required to make any demand on Tenant and/or any other party, or otherwise pursue or exhaust his remedies against Tenant or any other party, before, simultaneously with or after, enforcing his rights and remedies hereunder against Guarantor. Any one or more successive and/or concurrent actions may be brought against Guarantor either in the same action, if any, brought against Tenant and/or any other party, or in separate actions, as often as the Landlord, in his sole discretion, may deem advisable.

4. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of non-payment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Lease, or under any other agreement executed in connection with the Lease of all indulgences; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this Guaranty or the Lease or any instrument or agreement securing the Lease; and (v) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

5. If Guarantor shall advance any sums to Tenant or its successors or assigns, or if Tenant or its successors or assigns shall be or shall hereafter become indebted to Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the Landlord under the terms of the Lease. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the rights of the Landlord under the Lease or any instrument or agreement securing the Lease until all amounts owing to the Landlord under the Lease are paid in full.

6. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first above set forth or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed.

7. Any payments made by Guarantor under the provisions of this Guaranty shall, if made to Landlord, be made at his address first set forth above, unless some other address is hereafter designated by Landlord.

8. All rights and remedies afforded to the Landlord by reason of this Guaranty and the Lease, and any instrument or agreement securing the Lease, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Landlord under the Lease in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Landlord under the Lease unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Landlord, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

9. The Guarantor shall pay the Landlord ON DEMAND all reasonable attorney's fees and expenses incurred by the Landlord which relate to the enforcement of this Guaranty.

10. This Guaranty shall inure to the benefit of, and be enforceable by, the Landlord and his heirs, executors, administrators, successors and assigns, and shall be binding upon, and enforceable against, Guarantor and Guarantor's heirs, executors, administrators, successors and assigns.

11. This instrument is intended to take effect as a sealed instrument, and all rights, duties and remedies of the parties, shall be governed as to interpretation, validity, effect and enforcement, and in all other respects of the same or different nature, by the laws of the Commonwealth of Massachusetts.

SIGNED AS A SEALED INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED IN THE PRESENCE OF:

Witness

PLAZA AZTECA HINGHAM, INC.

By: \_\_\_\_\_, Its President  
Hector Angel

## EXHIBIT G

### GUARANTY

THIS GUARANTY is made as of this \_\_\_\_ day of November, 2017, by Casa Margaritas Bristol, Inc., having a current business address of 450 Veterans Memorial Parkway, Suite 7A, East Providence, Rhode Island, (hereinafter referred to as "Guarantor"). Guarantor does hereby guarantee the performance of the obligations of Santa Fe Burrito Grill LLC, a Massachusetts corporation having a principal place of business at 28 West Central Street, Franklin, Massachusetts, (hereinafter referred to as "Tenant"), to TOP GUN REALTY, LLC, or its nominee, having a principal place of business at 5 Tam O Shanter Road, Franklin, Norfolk County, Massachusetts 02038 (hereinafter referred to as "Landlord").

#### WITNESSETH THAT:

WHEREAS, contemporaneously herewith, subject to certain terms and conditions, Landlord has entered this day into a lease with Tenant for 2,600± square feet in the premises located at 28 West Central Street, in Franklin, Norfolk County, Massachusetts (hereinafter referred to as "Lease").

WHEREAS, Guarantor warrants and represents to Landlord that the undersigned has a substantial financial interest in the success of Tenant.

WHEREAS, Landlord has advised Guarantor that it will not enter into the aforesaid lease transaction with Tenant unless, among other matters, all of the obligations of Tenant under the Lease, including without limitation the punctual payment of all moneys due under the terms of said Lease, are guaranteed by Guarantor, and

WHEREAS, the Guarantor is willing and has agreed to guarantee the payment of the aforesaid obligations, as hereinafter provided;

NOW, THEREFORE, in order to induce Landlord to enter into the aforesaid Lease with Tenant and for other good and valuable consideration, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably, guarantees: (i) the due and punctual payment in full (and not merely the collectability) of the all moneys due under said Lease of even date when due and payable, according to the terms of the Lease; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, or under the terms of, the Lease; (iii) the due and punctual performance and observance of all of the other terms, covenants and conditions contained in the Lease on the part of Tenant to be performed and observed.

2. Guarantor expressly agrees that the Landlord may, in his sole and absolute discretion, without notice to or further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantors hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to the Lease or any agreement or instrument securing the Lease; (ii) modify, amend or change any provisions of the Lease; (iii) grant extensions or renewals of or with respect to the Lease, and/or effect any release, compromise or settlement in connection therewith; (iv) agree to the substitution, exchange, release or other disposition of all or any part of the collateral securing the Lease; (v) make advances for the purposes of performing any term or covenant contained in the Lease (vi) assign or otherwise transfer the Lease and any instrument or agreement securing the Lease, including without limitation this Guaranty, or any interest therein; and (vii) deal in all respects with Tenant as if this Guaranty was not in effect. The obligations of Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Lease or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

3. The liability of Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Lessee of any remedies it may have against Tenant or any other party with respect to the Lease, whether pursuant to the terms thereof or otherwise. No exercise or non-exercise by Landlord of any right given to him hereunder, or under the Lease, and no change, impairment or suspension of any right or remedy of Lender shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against Landlord. Without limiting the generality of the foregoing, the Landlord shall not be required to make any demand on Tenant and/or

any other party, or otherwise pursue or exhaust his remedies against Tenant or any other party, before, simultaneously with or after, enforcing his rights and remedies hereunder against Guarantor. Any one or more successive and/or concurrent actions may be brought against Guarantor either in the same action, if any, brought against Tenant and/or any other party, or in separate actions, as often as the Landlord, in his sole discretion, may deem advisable.

4. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of non-payment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Lease, or under any other agreement executed in connection with the Lease of all indulgences; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this Guaranty or the Lease or any instrument or agreement securing the Lease; and (v) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

5. If Guarantor shall advance any sums to Tenant or its successors or assigns, or if Tenant or its successors or assigns shall be or shall hereafter become indebted to Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the Landlord under the terms of the Lease. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the rights of the Landlord under the Lease or any instrument or agreement securing the Lease until all amounts owing to the Landlord under the Lease are paid in full.

6. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first above set forth or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed.

7. Any payments made by Guarantor under the provisions of this Guaranty shall, if made to Landlord, be made at his address first set forth above, unless some other address is hereafter designated by Landlord.

8. All rights and remedies afforded to the Landlord by reason of this Guaranty and the Lease, and any instrument or agreement securing the Lease, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Landlord under the Lease in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Landlord under the Lease unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Landlord, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

9. The Guarantor shall pay the Landlord ON DEMAND all reasonable attorney's fees and expenses incurred by the Landlord which relate to the enforcement of this Guaranty.

10. This Guaranty shall inure to the benefit of, and be enforceable by, the Landlord and his heirs, executors, administrators, successors and assigns, and shall be binding upon, and enforceable against, Guarantor and Guarantor's heirs, executors, administrators, successors and assigns.

11. This instrument is intended to take effect as a sealed instrument, and all rights, duties and remedies of the parties, shall be governed as to interpretation, validity, effect and enforcement, and in all other respects of the same or different nature, by the laws of the Commonwealth of Massachusetts.

SIGNED AS A SEALED INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED IN THE PRESENCE OF:

Witness

CASA MARGARITAS BRISTOL, INC.

By: \_\_\_\_\_, Its President  
Hector Angel



## EXHIBIT H

### GUARANTY

THIS GUARANTY is made as of this \_\_\_\_ day of November, 2017, by Mexica Burrito Grill, Inc., having an address of 759 Main Street, Tewksbury, Massachusetts 01876, (hereinafter referred to as "Guarantor"). Guarantor does hereby guarantee the performance of the obligations of Santa Fe Burrito Grill LLC, a Massachusetts corporation having a principal place of business at 28 West Central Street, Franklin, Massachusetts, (hereinafter referred to as "Tenant"), to TOP GUN REALTY, LLC, or its nominee, having a principal place of business at 5 Tam O Shanter Road, Franklin, Norfolk County, Massachusetts 02038 (hereinafter referred to as "Landlord").

#### WITNESSETH THAT:

WHEREAS, contemporaneously herewith, subject to certain terms and conditions, Landlord has entered this day into a lease with Tenant for 2,600± square feet in the premises located at 28 West Central Street, in Franklin, Norfolk County, Massachusetts (hereinafter referred to as "Lease").

WHEREAS, Guarantor warrants and represents to Landlord that the undersigned has a substantial financial interest in the success of Tenant.

WHEREAS, Landlord has advised Guarantor that it will not enter into the aforesaid lease transaction with Tenant unless, among other matters, all of the obligations of Tenant under the Lease, including without limitation the punctual payment of all moneys due under the terms of said Lease, are guaranteed by Guarantor, and

WHEREAS, the Guarantor is willing and has agreed to guarantee the payment of the aforesaid obligations, as hereinafter provided;

NOW, THEREFORE, in order to induce Landlord to enter into the aforesaid Lease with Tenant and for other good and valuable consideration, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably, guarantees: (i) the due and punctual payment in full (and not merely the collectability) of the all moneys due under said Lease of even date when due and payable, according to the terms of the Lease; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, or under the terms of, the Lease; (iii) the due and punctual performance and observance of all of the other terms, covenants and conditions contained in the Lease on the part of Tenant to be performed and observed.

2. Guarantor expressly agrees that the Landlord may, in his sole and absolute discretion, without notice to or further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantors hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to the Lease or any agreement or instrument securing the Lease; (ii) modify, amend or change any provisions of the Lease; (iii) grant extensions or renewals of or with respect to the Lease, and/or effect any release, compromise or settlement in connection therewith; (iv) agree to the substitution, exchange, release or other disposition of all or any part of the collateral securing the Lease; (v) make advances for the purposes of performing any term or covenant contained in the Lease (vi) assign or otherwise transfer the Lease and any instrument or agreement securing the Lease, including without limitation this Guaranty, or any interest therein; and (vii) deal in all respects with Tenant as if this Guaranty was not in effect. The obligations of Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Lease or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

3. The liability of Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Lessee of any remedies it may have against Tenant or any other party with respect to the Lease, whether pursuant to the terms thereof or otherwise. No exercise or non-exercise by Landlord of any right given to him hereunder, or under the Lease, and no change, impairment or suspension of any right or remedy of Lender shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against Landlord.



Without limiting the generality of the foregoing, the Landlord shall not be required to make any demand on Tenant and/or any other party, or otherwise pursue or exhaust his remedies against Tenant or any other party, before, simultaneously with or after, enforcing his rights and remedies hereunder against Guarantor. Any one or more successive and/or concurrent actions may be brought against Guarantor either in the same action, if any, brought against Tenant and/or any other party, or in separate actions, as often as the Landlord, in his sole discretion, may deem advisable.

4. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of non-payment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Lease, or under any other agreement executed in connection with the Lease of all indulgences; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this Guaranty or the Lease or any instrument or agreement securing the Lease; and (v) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

5. If Guarantor shall advance any sums to Tenant or its successors or assigns, or if Tenant or its successors or assigns shall be or shall hereafter become indebted to Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the Landlord under the terms of the Lease. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the rights of the Landlord under the Lease or any instrument or agreement securing the Lease until all amounts owing to the Landlord under the Lease are paid in full.

6. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first above set forth or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed.

7. Any payments made by Guarantor under the provisions of this Guaranty shall, if made to Landlord, be made at his address first set forth above, unless some other address is hereafter designated by Landlord.

8. All rights and remedies afforded to the Landlord by reason of this Guaranty and the Lease, and any instrument or agreement securing the Lease, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Landlord under the Lease in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Landlord under the Lease unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Landlord, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

9. The Guarantor shall pay the Landlord ON DEMAND all reasonable attorney's fees and expenses incurred by the Landlord which relate to the enforcement of this Guaranty.


10. This Guaranty shall inure to the benefit of, and be enforceable by, the Landlord and his heirs, executors, administrators, successors and assigns, and shall be binding upon, and enforceable against, Guarantor and Guarantor's heirs, executors, administrators, successors and assigns.

11. This instrument is intended to take effect as a sealed instrument, and all rights, duties and remedies of the parties, shall be governed as to interpretation, validity, effect and enforcement, and in all other respects of the same or different nature, by the laws of the Commonwealth of Massachusetts.

SIGNED AS A SEALED INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED IN THE PRESENCE OF:

Witness



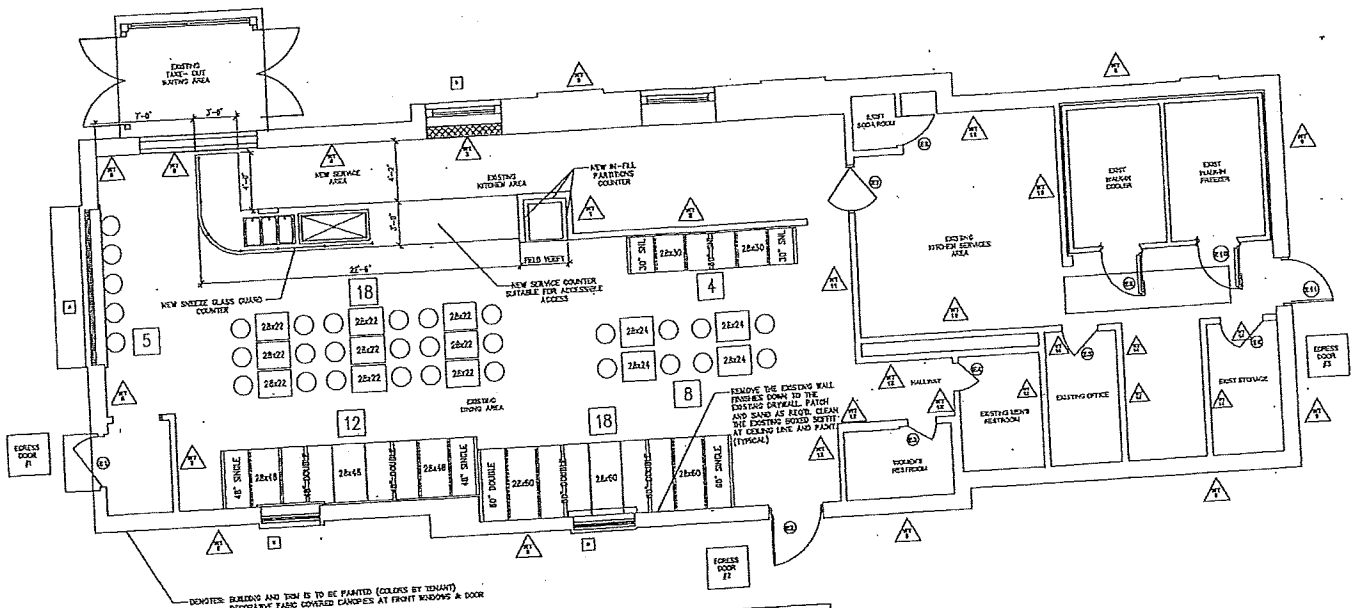
MEXICA BURRITO GRILL, INC.

By: \_\_\_\_\_, Its President

Hector Angel







**PROPOSED FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

TOTAL NUMBER OF SEATS = 66  
 TOTAL NUMBER OF OCCUPANTS = 66  
 TOTAL NUMBER OF WAIT & COOK STAFF = 6  
 TOTAL NUMBER OF MANAGEMENT STAFF = 1  
 TOTAL OCCUPANT LOAD = 73

**LEGEND**

- WALL AND DOOR EXPANSION
- EXISTING FIRE NOTIFICATION DOWN A RISER
- EXISTING FIRE NOTIFICATION ON SAME FLOOR
- EMERGENCY FIRE NOTIFICATION (WALL PANEL)
- WALL TYPE
- DOOR TYPE
- WORK AREA
- WINDOW BLANK
- EXISTING STRUCTURAL COLUMN
- EXISTING STRUCTURAL BEAM

DESIGN CONCEPTS OF NEW ENGLAND Consulting Architects, Engineers & Designers 227 High Street Burlington, Massachusetts 01814 Phone: 508-227-1433	PROJECT NAME PROPOSED ALTERATIONS TO THE BUILDING AT: SANTA FE BURRITO GRILL 28 WEST CENTRAL STREET FRANKLIN, MA	REVISIONS PERM.	DATE:	DATE ISSUED:
		PERM.	LOCK/NOT	DWG. SCALE: 1/4"=1'-0"
				DRAWN BY: JLD
				REVIEWED BY: DWD
				PROJECT NO:



## License Transactions:

Applicant: Table & Vine, Inc.

The applicant is seeking a change of Manager on their alcoholic beverages license to Michael S. Gold.

**MOTION** to approve the request by Table & Vine, Inc. for a change of Manager to Michael S. Gold

**DATED:** \_\_\_\_\_, 2018

**VOTED:**

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

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

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

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

**A True Record Attest:**

**Teresa M. Burr**  
Town Clerk

---

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



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission

For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

00079-PK-0430

Franklin

7/16/2018

ABCC License Number

City/Town

Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):

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

APPLICANT INFORMATION

Name of Licensee: Table & Vine Inc. D/B/A: \_\_\_\_\_

ADDRESS: 348 East Central Street CITY/TOWN: Franklin STATE: MA ZIP CODE: 02038

Manager: Michael S. Gold

Granted under Special Legislation? Yes  No

If Yes, Chapter N/A of the Acts of (year) \_\_\_\_\_

\$15 Package Store (i.e. restaurant, package store) Type  
Annual Class (Annual or Seasonal)  
Wines and Malt Beverages Category (i.e. Wines and Malts / All Alcohol)

LOCAL LICENSING AUTHORITY DECISION

Please indicate the decision of the Local Licensing Authority: Approves this Application

Please indicate what days and hours the licensee will sell alcohol: Mon.-Sat.8a-11p Sun10a-11p

If **Approving With Modifications**, please indicate below what changes the LLA is making:

Please indicate if the LLA is downgrading the License Category (approving only Wines and Malts if applicant applied for All Alcohol): No

Changes to the Premises Description	Indoor Area Total Square Footage	<u>N/A</u>	Floor Number	Square Footage	Number of Rooms
Patio/Deck/Outdoor Area Total Square Footage	Number of Entrances	<u>N/A</u>			
Seating Capacity	Number of Exits	<u>N/A</u>			

Abutters Notified: Yes  No  Date of Abutter Notification: N/A Date of Advertisement: N/A

Please add any additional remarks or conditions here: \_\_\_\_\_

Check here if you are attaching additional documentation

Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director

The Local Licensing Authorities By:  
\_\_\_\_\_  
\_\_\_\_\_  
Glenn Jones  
Clerk, Franklin Town Council

\_\_\_\_\_  
Date APPROVED by LLA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

Print Form

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM

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

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.paybill.com/mass/abcc/retail/>

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

200.00

EPAY CONFIRMATION NUMBER

191003

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

43000079

LICENSEE NAME

Table & Vine, Inc.

ADDRESS

348 East Central St.

CITY/TOWN

Franklin

STATE

MA

ZIP CODE

02038

TRANSACTION TYPE (Please check all relevant transactions):

- Alteration of Licensed Premises
- Change Corporate Name
- Change of License Type
- Change of Location
- Change of Manager
- Other
- Cordials/Liqueurs Permit
- Issuance of Stock
- Management/Operating Agreement
- More than (3) §15
- New License
- New Officer/Director
- New Stockholder
- Pledge of Stock
- Pledge of License
- Seasonal to Annual
- Transfer of License
- Transfer of Stock
- Wine & Malt to All Alcohol
- 6-Day to 7-Day License

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

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



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

**AMENDMENT APPLICATION FOR A CHANGE OF MANAGER**

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

<b>1. NAME OF LICENSEE</b> (Business Contact)	Table & Vine, Inc.		
ABCC License Number	43000079	City/Town of Licensee	Franklin

<b>2. APPLICATION CONTACT</b>			
The application contact is required and is the person who will be contacted with any questions regarding this application.			
First Name:	Michael	Middle:	S.
		Last Name:	Gold
Title:	Authorized Representative	Primary Phone:	413-504-4231
Email:	gold@bigy.com		

<b>3. BUSINESS CONTACT</b>			
Please complete this section <b>ONLY</b> if there are changes to the Licensee phone number, business address (corporate headquarters), or mailing address.			
Entity Name:			
Primary Phone:		Fax Number:	
Alternative Phone:		Email:	

<b>Business Address (Corporate Headquarters)</b>			
Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

<b>Mailing Address</b>			
<input type="checkbox"/> Check here if your Mailing Address is the same as your Business Address			
Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	



## APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

### 4. MANAGER CONTACT

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

Salutation  First Name  Middle Name  Last Name  Suffix

Social Security Number  Date of Birth

Primary Phone:  Email:

Mobile Phone:  Place of Employment

Alternative Phone:  Fax Number

### Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen?  Yes  No

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

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

If yes, percentage of interest

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

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

Officer  Sole Proprietor  
 Stockholder  LLC Manager  
 LLC Member  Director  
 Partner  Landlord  
 Contractual  Revenue Sharing  
 Management Agreement  Other

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

Please indicate how many hours per week you intend to be on the licensed premises  40+

### Employment Information of Proposed Manager

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

Date(s)	Position	Employer	Address	Phone
1989	Started as a bag boy and	Stop & Shop	1385 Hancock St. Quincy, MA 021689	
5/2017	worked up to store mgr.	"		
5/30/2017	Asst. Store Director	Big Y	2145 Roosevelt Ave. Spfld. MA 01104	413-784-0600
Present	Store Director	"		

### Prior Disciplinary Action of Proposed Manager

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

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

**ADDITIONAL SPACE**

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

Big Y Foods, Inc. is a Massachusetts S Corporation, and Table & Vine, Inc. is a subsidiary of Big Y Foods, Inc., and as such is wholly owned by Big Y Foods, Inc.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

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

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

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

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

Salutation  First Name  Middle Name  Last Name  Suffix

Title:  Social Security Number  Date of Birth

Primary Phone:  Email:

Mobile Phone:  Fax Number

Alternative Phone:

**Business Address**

Street Number:  Street Name:

City/Town:  State:

Zip Code:  Country:

**Mailing Address**

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

Street Number:  Street Name:

City/Town:  State:

Zip Code:  Country:

**Types of Interest (select all that apply)**

- Contractual       Director       Landlord       LLC Manager
  - LLC Member       Management Agreement       Officer
  - Partner       Revenue Sharing       Sole Proprietor       Stockholder       Other
- NONE

**Citizenship / Residency Information**

Are you a U.S. Citizen?       Yes     No      Are you a Massachusetts Resident?       Yes     No

**Criminal History**

Have you ever been convicted of a state, federal, or military crime?       Yes     No      If yes, please provide an affidavit explaining the charges.

**ALCOHOLIC BEVERAGES CONTROL COMMISSION**

**BENEFICIAL INTEREST CONTACT - Individual (continued)**

**Ownership / Interest**

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

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

0
---

*NONE*

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

**Ownership / Interest**

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

Name of Beneficial Interest - Organization	FEIN

**Other Beneficial Interest**

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

Name of License	Type of License	License Number	Premises Address

**Familial Beneficial Interest**

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

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

**Prior Disciplinary Action**

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

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

**APPLICANT'S STATEMENT**

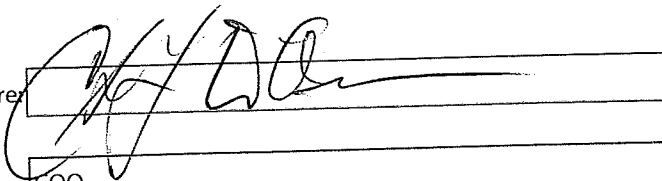
I, Charles L. D'Amour the:  sole proprietor;  partner;  corporate principal;  LLC/LLP member  
Authorized Signatory

of Table & Vine, Inc., hereby submit this application for Change of Manager  
Name of the Entity/Corporation Transaction(s) you are applying for

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature:   
Title: COO

Date: 6-21-18

Written Consent Vote of the Board of Directors  
of  
Table & Vine, Inc.


The undersigned, being all of the Directors of Table & Vine, Inc. acting without a meeting pursuant to Section 8.21 of Chapter 156D of the Mass. General Laws, hereby take the following action and adopt the following votes as of the date first set forth above:

RESOLVED: To appoint Nathan Draper of Ashland, Massachusetts as its manager or principal representative in the Franklin, MA location, with as full authority and control of the premises described in the license of the Corporation and of the conduct of all business therein relative to alcoholic beverages as the licensee itself could in any way have and exercise if it were a natural person resident in the Commonwealth of Massachusetts and that a copy of this vote duly certified by the Secretary of the Corporation and delivered to said manager or principal representative shall constitute the written authority required by Sec. 26, Chap. 138, G.L.

DATED: 6-21-18

  
Charles L. D'Amour, Director

  
Claire M. D'Amour-Daley, Director

  
Michael P. D'Amour, Director

Written statement of Nathan Draper, proposed manager of record

For

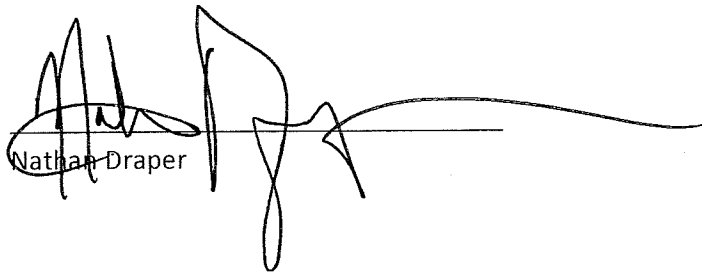
Table & Vine, Inc. Franklin, MA location

As an employee, and the manager in charge, in a location where Big Y Foods, Inc. ("Big Y") sells alcohol through their Table & Vine, Inc. subsidiary I am required to take training on preventing alcohol sales to minors. In addition to computer based training I attended a class on June 5, 2018 and passed the Beverage Alcohol Training Program administered by the Massachusetts Package Store Association. Big Y recognizes that selling alcohol is more regulated than selling groceries, and takes their obligation to comply with the alcohol laws very seriously. As such they have implemented in-house Computer Based Training: Alcohol Sales to Minors. This is a required training for all wine/beer/spirit employees, all front end employees as well as employees in any department that has a satellite register, such as Bakery Floral, Seafood and Food Service. Additional TIPS Certification training is also required of our key employees. Big Y offers On the Job Training specific to Table & Vine, Inc. licensed locations; this includes various business related policies/procedures such as case purchases/log book (8 cases and up), etc.

Big Y also has a Point of Sale System which requires that a cashier enters a valid date of birth prior to any alcohol sale being processed.

As the manager in charge I also am required to take and maintain my certification in all the policies and certifications that are required related to sales of alcohol. My work experience also includes the training and supervision of employees selling other age sensitive items such as tobacco products.

Big Y/Table & Vine has a great track record in the Massachusetts supermarkets where they sell alcohol. It is my intent to continue this record with diligence, education and the continuous training for myself and my employees.

  
Nathan Draper

# Nate Draper

7 Old Central Tpke  
Ashland, MA 01721  
774-245-1654  
nate.draper@yahoo.com

## **Experience**     **Store Manager** 2017- Present     Big Y Foods, Inc.

Provide strong, positive, and pro-active leadership for my team, with daily focus on Operations, Sales and Procurement. Responsible for Hiring, Training and Development, managing Labor Relations, providing direction, feedback, and accountability for all associates. Obtaining necessary documentation and certifications, maintaining documentation for Compliance with Government and Company Policies, including Sanitation, Safety, Personnel, Product Origin, and Anti-Money Laundering Compliance. Strategic Business Planning, including creating and implementing plans of action for opportunity areas in sales and profit.

## **Store Manager** 2004- 2017     Stop and Shop Supermarket Co.

While Acting as Store Manager additionally served as District Lead for:

- 2004-2005 Seafood – Sales, Merchandising and Shrink for Seafood
- 2006-2007 Perishable Shrink – Reduction of Shrink in 6 Perishable Departments
- 2006- Present Data Mining Coordinator for Sales, Item and Shrink Reporting
- 2007-2008 Non Perishable Shrink – Reduction of Shrink in 5 Non Perishable Departments
- 2009-Present P&L Analysis, Action Planning, and Exception Review
- 2009-Present Sales and Payroll Budget Coordinator – Provide Monthly Sales and Payroll Budgets

## **Bakeshop Specialist** 2003-2004     Stop and Shop Supermarket Co.

- Oversee Bakeshop Sales and Merchandising for 12 store locations. Build teams, promote sales, focus on people development and Part Time to Full Time Promotions. Travel between multiple stores daily providing direction and feedback about all areas within the Bakeshop Department.

## **Assistant Store Manager** 1996-2003     Stop and Shop Supermarket Co.

- Manage the evening activities of the total store operation of 10 departments and up to 200 people. Responsibilities included any customer service or quality issues, hiring, people development, general store maintenance including emergency situations. Ensuring proper presentation, merchandising, and item availability for the busier half of the day. In charge of operations during the absence of the store manager.

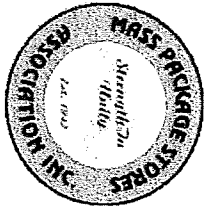
## **General Merchandise Manager** 1992-1996     Stop And Shop Supermarket Co.

- Oversaw the total operation of the General Merchandise department. Insured proper product mix while controlling Inventory levels of the selling area as well as the storage area. Responsible for the financial success of the department measured both by sales and by profit. People development, and productivity.

## **Education**     1988-1992     Algonquin Regional High School Northborough, MA

## **Certification and Skills**     ServeSafe Certified. Strong Skills in Microsoft Word, Excel, Outlook, Internet, and PowerPoint. Various Ordering, Inventory, Receiving, and Point of Sale Systems. Trained and Licensed for Microstrategy and ShrinkTrax.





# BEVERAGE ALCOHOL TRAINING

THIS CERTIFICATE CERTIFIES THAT

Nathan Draper

has successfully completed the required course of study and examination administered by the Massachusetts Package Stores Association, Inc., and is therefore awarded this

## CERTIFICATE OF ACKNOWLEDGEMENT

Valid from: 6/16/2018 To: 6/15/2021

  
EXECUTIVE DIRECTOR



  
BAT TRAINER





## License Transactions:

Applicant: BBRG TR, LLC  
d/b/a Joe's American Bar & Grill

This is an application by BBRG TR, LLC for a Change of Manager from Michael Botelho to Ramon Angel Worthington and a Change in Beneficial Interest from, Jefferson Voss to Gregory Walker, and Nicholas Beucher.

**MOTION** to approve the request by BBRG, TR, LLC d/b/a Joe's American Bar & Grill for Change of Manager to Ramon Angel Worthington, and Change of Beneficial Interest to Gregory Walker and Nicholas Beucher.

**DATED:** \_\_\_\_\_, 2018

**VOTED:**

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

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

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

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

**A True Record Attest:**

**Teresa M. Burr**  
Town Clerk

---

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



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission

For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

00052-RS-0430

Franklin

06/12/2018

ABCC License Number

City/Town

Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):

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

APPLICANT INFORMATION

Name of Licensee:  D/B/A:

ADDRESS:  CITY/TOWN:  STATE:  ZIP CODE:

Manager:

Type (i.e. restaurant, package store)      Class (Annual or Seasonal)      Category (i.e. Wines and Malts / All Alcohol)

Granted under Special Legislation? Yes  No   
 If Yes, Chapter   
 of the Acts of (year)

LOCAL LICENSING AUTHORITY DECISION

Please indicate the decision of the Local Licensing Authority:

Please indicate what days and hours the licensee will sell alcohol:

If Approving With Modifications, please indicate below what changes the LLA is making:

Please indicate if the LLA is downgrading the License Category (approving only Wines and Malts if applicant applied for All Alcohol):

Changes to the Premises Description	Indoor Area	Floor Number	Square Footage	Number of Rooms
Total Square Footage	<input type="text"/>			
Patio/Deck/Outdoor Area				
Total Square Footage	<input type="text"/>			
	Number of Entrances			
	<input type="text"/>			
Seating Capacity				
<input type="text"/>	Number of Exits			
	<input type="text"/>			

Abutters Notified: Yes  No

Date of Abutter Notification:

Date of Advertisement:

Please add any additional remarks or conditions here:

Check here if you are attaching additional documentation

The Local Licensing Authorities By:

\_\_\_\_\_

\_\_\_\_\_

Glenn Jones

Clerk, Franklin Town Council

Date APPROVED by LLA

Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

McDERMOTT  
QUILTY &  
MILLER LLP

---

28 STATE STREET, SUITE 802  
BOSTON, MA 02109

August 6, 2018

**VIA FEDERAL EXPRESS**

Chrissy Whelton  
Town of Franklin  
355 East Central Street, 3<sup>rd</sup> Floor  
Franklin, MA 02038

**RE: Application for Change of Beneficial Interest Holders, New LLC Managers, and  
Change of Manager of Record to C.V 7-Day All-Alcoholic Beverages License  
(ABCC# 00052-RS-0430)  
BBRG TR, LLC d/b/a Joe's American Bar & Grill  
466 King Street, Franklin, MA 02038**

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Dear Ms. Whelton:

Enclosed please find two (2) sets of documents regarding the above-referenced application as referenced herein:

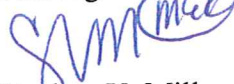
1. Monetary Transmittal Form with E-Pay Confirmation;
2. ABCC Application with Applicant Statement;
3. LCC Vote;
4. ABCC Beneficial Interest Forms for New LLC Managers;
5. ABCC CORI Request Forms for New LLC Managers;
6. ABCC CORI Request Form for Proposed Manager of Record;
7. Proof of Citizenship for Proposed Manager of Record and New LLC Managers;
8. Business Structure Documents for Licensee Entity;
9. Massachusetts Department of Revenue Certificate of Good Standing; and
10. Town of Franklin License Modification Application.

Also enclosed please find a check payable to the Town of Franklin in the amount of Five Hundred Dollars and 00/100 (\$500.00).

We respectfully request that this matter be placed on the Board's next available public hearing agenda.

As always, thank you for your time and consideration. Please do not hesitate to contact me with any questions or requests for additional information.

Best regards,



Stephen V. Miller, Esq.

SVM/mek  
Enclosures



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

Print Form

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM

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

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

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

LICENSEE NAME

ADDRESS

CITY/TOWN  STATE  ZIP CODE

**TRANSACTION TYPE (Please check all relevant transactions):**

- Alteration of Licensed Premises
- Change Corporate Name
- Change of License Type
- Change of Location
- Change of Manager
- Other
- Cordials/Liqueurs Permit
- Issuance of Stock
- Management/Operating Agreement
- More than (3) §15
- New License
- New LLC Manager
- ~~New Officer/Director~~
- New Stockholder
- Pledge of Stock
- Pledge of License
- Seasonal to Annual
- Transfer of License
- Transfer of Stock
- Wine & Malt to All Alcohol
- 6-Day to 7-Day License

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION  
 P. O. BOX 3396  
 BOSTON, MA 02241-3396

**Meaghen Kenney**

Joe's Franklin

---

**From:** dbobb@tre.state.ma.us  
**Sent:** Monday, August 06, 2018 3:35 PM  
**To:** Steve Feldman  
**Subject:** Commonwealth ABCC (validation) authorized payment confirmation

This is an electronically generated acknowledgement of our receipt of your payment. Please print this message or save it on your computer.

Here is your payment information:

License Number: 043000052  
Payment Date/Time: 8/6/2018 3:35:21 PM (ET)  
Payment Amount: \$200.00  
Method of Payment: Checking  
Bank Account Number: \*\*\*\*\*5801  
Bank Routing Number: 121000248  
Name on Account: Tavistock Restaurants Upscale Group  
Payment Reference Number: 218008

Note: In most cases, your bank account will be debited in one to two business days.

Deron Bobb  
(617) 727-3040 ext 23

*Joe's Franklin*

**Your Payment Has Been Approved**

**License Number 043000052**

**License Type Retail License Filing Fee**

**Method Of Payment Checking**

**Bank Account Number \*\*\*\*5801**

Your Confirmation Number Is 218008.

<b>Exit</b>	<b>Make Another Payment</b>	<b>Print</b>
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The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

**1. NAME OF LICENSEE** (Business Contact)

**ABCC License Number**  **City/Town of Licensee**

**2. APPLICATION CONTACT**

The application contact is required and is the person who will be contacted with any questions regarding this application.

**First Name:**  **Middle:**  **Last Name:**

**Title:**  **Primary Phone:**

**Email:**

**3. BUSINESS CONTACT**

Please complete this section **ONLY** if there are changes to the Licensee phone number, business address (corporate headquarters), or mailing address.

**Entity Name:**

**Primary Phone:**  **Fax Number:**

**Alternative Phone:**  **Email:**

**Business Address (Corporate Headquarters)**

**Street Number:**  **Street Name:**

**City/Town:**  **State:**

**Zip Code:**  **Country:**

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

**Street Number:**  **Street Name:**

**City/Town:**  **State:**

**Zip Code:**  **Country:**



#### 4. CURRENT OWNERSHIP (Before Change in Beneficial Interest)

Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license. This pertains to the current licensee (before change in beneficial interest occurs).

Name	Title / Position	% Owned	Other Beneficial Interest
Thomas Youth	LLC Manager	0%	
Jefferson Voss	LLC Manager	0%	
Back Bay Restaurant Group TR, LLC	Other	100%	

#### PROPOSED OWNERSHIP (After Change in Beneficial Interest)

Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the licensee's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

- A. All individuals listed below are required to complete a [Beneficial Interest Contact - Individual](#) form.
- B. All entities listed below are required to complete a [Beneficial Interest Contact - Organization](#) form.
- C. Any individual with any ownership in this license and/or the proposed manager of record must complete a [CORI Release Form](#).

Name	Title / Position	% Owned	Other Beneficial Interest
Thomas Youth	LLC Manager	0%	
Gregory Walker	LLC Manager	0%	
Nicholas Beucher	LLC Manager	0%	
Back Bay Restaurant Group TR, LLC	Other	100%	

#### 4. MANAGER CONTACT

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

Salutation  First Name  Middle Name  Last Name  Suffix

Social Security Number  Date of Birth

Primary Phone:  Email:

Mobile Phone:  Place of Employment

Alternative Phone:  Fax Number

#### Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen?  Yes  No

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

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

If yes, percentage of interest

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

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

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

Officer  Sole Proprietor  
 Stockholder  LLC Manager  
 LLC Member  Director  
 Partner  Landlord  
 Contractual  Revenue Sharing  
 Management Agreement  Other

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

#### Employment Information of Proposed Manager

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

Date(s)	Position	Employer	Address	Phone
*Please see Resume attached hereto.				

#### Prior Disciplinary Action of Proposed Manager

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

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

Ramon Worthington

Last 10 Years of Employment

- Joes American Bar & Grill Franklin, MA
  - 9/2017-Present
  - Manager
    - Recruiting, training and supervising staff
    - Managing budget
    - Planning Menus
    - Ensuring compliance with licensing, health and safety
    - Promoting the business
    - Overseeing stock levels
    - Ordering supplies
- Providence GPub Providence, RI
  - 2-2017-9/2017
  - Manager
    - Recruiting, training and supervising staff
    - Managing budget
    - Planning Menus
    - Ensuring compliance with licensing, health and safety
    - Promoting the business
    - Overseeing stock levels
- Davenport Restaurant Cumberland, RI
  - 5/2016-2/2017
  - Manager
    - Recruiting, training and supervising staff
    - Managing budget
    - Planning Menus
    - Ensuring compliance with licensing, health and safety
    - Overseeing stock levels
    - Ordering supplies
- Papparazzi Restaurant Wellesley, MA
  - 2/2013-10/2016
  - Manager
    - Recruiting, training and supervising staff
    - Managing budget
    - Planning Menus
    - Ensuring compliance with licensing, health and safety
    - Promoting the business
    - Overseeing stock levels
    - Ordering supplies
- Chapel Grille Cranston, RI
  - 2/2010-2/2013
  - Manager
    - Recruiting, training and supervising staff
    - Managing budget
    - Planning Menus

- Ensuring compliance with licensing, health and safety
  - Promoting the business
  - Overseeing stock levels
  - Ordering supplies
- Café Nuovo Providence, RI
  - 7/2001-5/2010
  - Server
    - Take customer orders

**APPLICANT'S STATEMENT**

I, Thomas Youth the:  sole proprietor;  partner;  corporate principal;  LLC/LLP member  
Authorized Signatory

of BBRG TR, LLC, hereby submit this application for the approval of a Change of Beneficial Interest Holders and Change of Manager of Record of the C.V. All Alcoholic Beverages License  
Name of the Entity/Corporation Transaction(s) you are applying for

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: [Handwritten Signature]

Date: 6/12/18

Title: LC Manager



**CERTIFICATE OF VOTE OF THE LLC MANAGERS OF**  
**BBRG TR, LLC**

June 11, 2018

At a meeting of the Managers of BBRG TR, LLC, a Florida limited liability company, registered to conduct business in the Commonwealth of Massachusetts (the "LLC") with a principal place of business located at 4705 S. Apopka Vineland Road, Suite 210, Orlando, FL 32819, it was duly voted as follows:

"Voted: that the Company apply to the Licensing Board for the City of Boston, the Franklin Town Council, the Board of Selectmen for the Town of Wayland, and the Massachusetts Alcoholic Beverage Control Commission for a Change of Beneficial Interest Holders and New LLC Managers for the following Licenses:

Licensee Name	Licensee Address	License Number
BBRG TR, LLC d/b/a Abe & Louie's	777-793 Boylston Street Boston, MA 02116	00099-RS-0116
BBRG TR, LLC d/b/a Atlantic Fish Company	761 Boylston Street Boston, MA 02116	00132-RS-0116
BBRG TR, LLC d/b/a Joe's American Bar & Grill	466 King Street Franklin, MA 02038	00052-RS-0430
BBRG TR, LLC d/b/a The Coach Grill of Wayland	55 Boston Post Road Wayland, MA 01778	00002-RS-1340

"Voted: that the LLC appoint Gregory Walker and Nicholas Beucher, III as LLC Managers and remove Jefferson Voss as LLC Manager."

"Voted: to appoint Samantha Reynolds of Medford, Massachusetts as Manager of Record of BBRG TR, LLC d/b/a Abe and Louie's located at 793 Boylston Street, Boston, MA 02116, with as full authority and control of the premises described therein relative to alcoholic beverages as the licensee itself could in any way have and exercise if it were a natural person resident in the Commonwealth of Massachusetts and that a copy of this vote duly certified by a Manager of the LLC and delivered to said Manager or principal representative shall constitute the written authority required by M.G.L. c. 138 § 26."

"Voted: to appoint Joseph Battafarano of Attleboro, Massachusetts as Manager of Record of BBRG TR, LLC d/b/a Atlantic Fish Company located at 761 Boylston Street, Boston, MA 02116, with as full authority and control of the premises described therein relative to alcoholic beverages as the licensee itself could in any way have

and exercise if it were a natural person resident in the Commonwealth of Massachusetts and that a copy of this vote duly certified by a Manager of the LLC and delivered to said Manager or principal representative shall constitute the written authority required by M.G.L. c. 138 § 26.”

“Voted: to appoint Ramon Worthington of Woonsocket, Rhode Island as Manager of Record of BBRG TR, LLC d/b/a Joe’s American Bar & Grill located at 466 King Street, Franklin, MA 02038, with as full authority and control of the premises described therein relative to alcoholic beverages as the licensee itself could in any way have and exercise if it were a natural person resident in the Commonwealth of Massachusetts and that a copy of this vote duly certified by a Manager of the LLC and delivered to said Manager or principal representative shall constitute the written authority required by M.G.L. c. 138 § 26.”

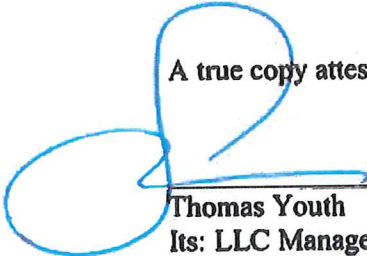
“Voted: to appoint David Wilson of Southborough, Massachusetts as Manager of Record of BBRG TR, LLC d/b/a Coach Grill located at 55 Boston Post Road, Wayland, MA 01778, with as full authority and control of the premises described therein relative to alcoholic beverages as the licensee itself could in any way have and exercise if it were a natural person resident in the Commonwealth of Massachusetts and that a copy of this vote duly certified by a Manager of the LLC and delivered to said manager or principal representative shall constitute the written authority required by M.G.L. c. 138 § 26.”

“Voted: to authorize Thomas Youth of the LLC to sign the applications for the license submitted in the name of the LLC and to execute on its behalf any necessary papers and to do all things required to the granting of the Licenses.”

This is to certify that all the Managers of BBRG TR, LLC, a limited liability company duly organized under the state of Florida, and registered to conduct business in the Commonwealth of the Massachusetts, are citizens of the United States.

This LLC has NOT been dissolved.

A true copy attest,



Thomas Youth  
Its: LLC Manager  
Duly Authorized



# ALCOHOLIC BEVERAGES CONTROL COMMISSION

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

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

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

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

Salutation	Mr.	First Name	Gergory	Middle Name		Last Name	Walker	Suffix	
Title:	Other		Social Security Number			Date of Birth			
Primary Phone:	(646) 750-5715			Email:	gwalker@tavistock.com				
Mobile Phone:	N/A			Fax Number	N/A				
Alternative Phone:	N/A								

### **Business Address**

Street Number:	4705	Street Name:	South Apopka Vineland Road, Suite 210		
City/Town:	Orlando	State:	FL		
Zip Code:	32819	Country:	USA		

### **Mailing Address**

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

Street Number:	4705	Street Name:	South Apopka Vineland Road, Suite 210		
City/Town:	Orlando	State:	FL		
Zip Code:	32819	Country:	USA		

### **Types of Interest (select all that apply)**

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

### **Citizenship / Residency Information**

Are you a U.S. Citizen?  Yes  No      Are you a Massachusetts Resident?  Yes  No

### **Criminal History**

Have you ever been convicted of a state, federal, or military crime?  Yes  No      **If yes, please provide an affidavit explaining the charges.**



**ALCOHOLIC BEVERAGES CONTROL COMMISSION**

**BENEFICIAL INTEREST CONTACT - Individual** (continued)

**Ownership / Interest**

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

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

0%
----

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

**Ownership / Interest**

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

Name of Beneficial Interest - Organization	FEIN
N/A	N/A

**Other Beneficial Interest**

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

Name of License	Type of License	License Number	Premises Address
Please see Exhibit A attached hereto for a complete list.			

**Familial Beneficial Interest**

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

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

**Prior Disciplinary Action**

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

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

**Exhibit A**  
**Other Beneficial Interests**

<b>Licensee Name</b>	<b>Licensee Address</b>	<b>License Number</b>
BBRG TR, LLC d/b/a Abe & Louie's	777-793 Boylston Street Boston, MA 02116	00099-RS-0116
BBRG TR, LLC d/b/a Atlantic Fish Company	761 Boylston Street Boston, MA 02116	00132-RS-0116
BBRG Waterfront TR, LLC d/b/a Joe's American Bar & Grill	100 Atlantic Avenue Boston, MA 02110	00021-RS-0116
BBRG Newbury TR, LLC d/b/a Joe's American Bar & Grill	26 Exeter Street Boston, MA 02115	00114-RS-0116
BBRG Dedham TR, LLC d/b/a Joe's American Bar & Grill	985 Providence Highway Dedham, MA 02026	00017-RS-2740
BBRG TR, LLC d/b/a Joe's American Bar & Grill	466 King Street Franklin, MA 02038	00052-RS-0430
BBRG TR, LLC d/b/a The Coach Grill of Wayland	55 Boston Post Road Wayland, MA 01778	00002-RS-1340
BBRG Woburn TR, LLC d/b/a Joe's American Bar & Grill	311 Mishawum Road Woburn, MA 01801	00020-RS-1498

ALCOHOLIC BEVERAGES CONTROL COMMISSION

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

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

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

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

Salutation  First Name  Middle Name  Last Name  Suffix

Title:  Social Security Number  Date of Birth

Primary Phone:  Email:

Mobile Phone:  Fax Number

Alternative Phone:

**Business Address**

Street Number:  Street Name:

City/Town:  State:

Zip Code:  Country:

**Mailing Address**

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

Street Number:  Street Name:

City/Town:  State:

Zip Code:  Country:

**Types of Interest (select all that apply)**

Contractual       Director       Landlord       LLC Manager

LLC Member       Management Agreement       Officer

Partner       Revenue Sharing       Sole Proprietor       Stockholder       Other

**Citizenship / Residency Information**

Are you a U.S. Citizen?       Yes       No      Are you a Massachusetts Resident?       Yes       No

**Criminal History**

Have you ever been convicted of a state, federal, or military crime?       Yes       No      **If yes, please provide an affidavit explaining the charges.**



**ALCOHOLIC BEVERAGES CONTROL COMMISSION**

**BENEFICIAL INTEREST CONTACT - Individual (continued)**

**Ownership / Interest**

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

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

0%

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

**Ownership / Interest**

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

Name of Beneficial Interest - Organization	FEIN
N/A	N/A

**Other Beneficial Interest**

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

Name of License	Type of License	License Number	Premises Address
*Please see Exhibit A attached hereto for a complete list.			

**Familial Beneficial Interest**

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

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

**Prior Disciplinary Action**

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

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

**Exhibit A**  
**Other Beneficial Interests**

<b>Licensee Name</b>	<b>Licensee Address</b>	<b>License Number</b>
BBRG TR, LLC d/b/a Abe & Louie's	777-793 Boylston Street Boston, MA 02116	00099-RS-0116
BBRG TR, LLC d/b/a Atlantic Fish Company	761 Boylston Street Boston, MA 02116	00132-RS-0116
BBRG Waterfront TR, LLC d/b/a Joe's American Bar & Grill	100 Atlantic Avenue Boston, MA 02110	00021-RS-0116
BBRG Newbury TR, LLC d/b/a Joe's American Bar & Grill	26 Exeter Street Boston, MA 02115	00114-RS-0116
BBRG Dedham TR, LLC d/b/a Joe's American Bar & Grill	985 Providence Highway Dedham, MA 02026	00017-RS-2740
BBRG TR, LLC d/b/a Joe's American Bar & Grill	466 King Street Franklin, MA 02038	00052-RS-0430
BBRG TR, LLC d/b/a The Coach Grill of Wayland	55 Boston Post Road Wayland, MA 01778	00002-RS-1340
BBRG Woburn TR, LLC d/b/a Joe's American Bar & Grill	311 Mishawum Road Woburn, MA 01801	00020-RS-1498



**William Francis Galvin**  
Secretary of the Commonwealth of Massachusetts



## Corporations Division

### Business Entity Summary

ID Number: 001044928

[Request certificate](#)

[New search](#)

Summary for: **BBRG TR, LLC**

**The exact name of the Foreign Limited Liability Company (LLC):** BBRG TR, LLC

**Entity type:** Foreign Limited Liability Company (LLC)

**Identification Number:** 001044928

**Date of Registration in Massachusetts:**  
01-24-2011

**Last date certain:**

**Organized under the laws of:** State: FL Country: USA on: 12-23-2010

**The location of the Principal Office:**

Address: 4705 S. APOPKA VINELAND RD., SUITE 210  
City or town, State, Zip code, ORLANDO, FL 32819 USA  
Country:

**The location of the Massachusetts office, if any:**

Address:  
City or town, State, Zip code,  
Country:

**The name and address of the Resident Agent:**

Name: CORPDIRECT AGENTS, INC.  
Address: 155 FEDERAL STREET, SUITE 700  
City or town, State, Zip code, BOSTON, MA 02110 USA  
Country:

**The name and business address of each Manager:**

Title	Individual name	Address
MANAGER	THOMAS B. YOUTH	9350 CONROY WINDERMERE RD. WINDERMERE, FL 34786 USA
MANAGER	GREGORY WALKER	4705 S. APOPKA VINELAND RD., SUITE 210 ORLANDO, FL 32819 USA
MANAGER	NICHOLAS F. BEUCHER III	9350 CONROY WINDERMERE RD. WINDERMERE, FL 34786 USA



**The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:**

Title	Individual name	Address
REAL PROPERTY	NICHOLAS F. BEUCHER III	9350 CONROY WINDERMERE RD. WINDERMERE, FL 34786 USA
REAL PROPERTY	GREGORY WALKER	4705 S. APOPKA VINELAND RD., SUITE 210 ORLANDO, FL 32819 USA
REAL PROPERTY	THOMAS B. YOUTH	9350 CONROY WINDERMERE RD. WINDERMERE, FL 34786 USA

Consent   
 Confidential Data   
 Merger Allowed   
 Manufacturing

**View filings for this business entity:**

ALL FILINGS  
Annual Report  
Annual Report - Professional  
Application For Registration  
Certificate of Amendment  
Certificate of Cancellation

[View filings](#)

**Comments or notes associated with this business entity:**

[New search](#)



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**CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE**

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BBRG TR LLC  
1938 N WOODLAWN ST STE 110  
WICHITA KS 67208-1875

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

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

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

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

***What if I have questions?***

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

***Visit us online!***

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



**Town of Franklin**

355 East Central Street  
Franklin, MA 02038



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

Date: 06/08/2018

Business Owner: N/A N/A  
First Middle Initial Last

Address: N/A N/A Telephone #: \_\_\_\_\_  
Town/City zip

Email Address: \_\_\_\_\_

Name of Business: Joe's American Bar & Grill

Business Location: 466 King Street, Franklin, MA Telephone #: \_\_\_\_\_

Corporation Name: (If applicable) BBRG TR, LLC

Address: 4705 S. Apopka Vineland Road Sulte 210 Orlando, FL 32819 FID # \_\_\_\_\_  
Town/City zip

Manager Name: Ramon Worthington  
First Middle Initial Last

Address: 118 Hemond Ave, Woonsocket, RI 02895

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Enclose Manager Resume that includes duties performed at each location.

**Description of premises:**

No Change to Current Description

Sq. Footage \_\_\_\_\_ # of Tables \_\_\_\_\_ # of Seats \_\_\_\_\_ Type of Restaurant \_\_\_\_\_

Hours of Operation: No Change to Current Hours  
I hereby state that all information provided on this application is true and accurate.

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

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

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

Signoff: Yes/No \_\_\_\_\_  N/A Conditions: \_\_\_\_\_

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

Signoff: Yes/No \_\_\_\_\_  N/A Conditions: \_\_\_\_\_

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

Signoff: Yes/No \_\_\_\_\_  N/A Conditions: \_\_\_\_\_

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

Signoff: Yes/No \_\_\_\_\_  N/A Conditions: \_\_\_\_\_

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

Signoff: Yes/No \_\_\_\_\_  N/A Conditions: \_\_\_\_\_

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

Signoff: Yes/No \_\_\_\_\_  N/A Conditions: \_\_\_\_\_

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

LICENSE  APPROVED – Condition (s) \_\_\_\_\_  
\_\_\_\_\_  
 DECLINED – Reason (s) \_\_\_\_\_  
\_\_\_\_\_  
DATE \_\_\_\_\_

TOWN ADMINISTRATOR SIGNATURE: \_\_\_\_\_

**The following documents must be submitted with application:**

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

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

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

**ADDITIONAL INFORMATION YOU NEED TO KNOW**

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

**INSPECTIONS**

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

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

# OFFICE OF THE TOWN ADMINISTRATOR

---



## MEMORANDUM

---

**DATE:** August 21, 2018  
**TO:** Town Council  
**FROM:** Jeffrey D. Nutting, Town Administrator  
**RE:** Vote on Resolution 18-18

A handwritten signature in blue ink, appearing to be "J. Nutting", is written over the "FROM:" line of the memorandum.

---

The Town Council previously voted to approve this resolution. We were just informed that there was a typo in the word "Designing" in the first line.

Accordingly we are requesting that the Council revote this so that we can move ahead with the borrowing.

I am happy to answer any questions you may have.



**TOWN OF FRANKLIN**

RESOLUTION 18-18 (Corrected)

APPROPRIATION

LOAN ORDER (Borrowing Authorization)

**IT IS ORDERED by the Town Council of the Town of Franklin that:**

\$2,000,000 is appropriated to pay costs of (i) designing and constructing a new well at Well Station No. 3, including the payment of all other costs incidental and related thereto, and (ii) designing and constructing a water treatment plant to service Well Station No. 3 and No. 6, including the payment of all other costs and incidental and related thereto; and that to meet this appropriation, the Treasurer-Collector with the approval of the Town Administrator is authorized to borrow said amount under and pursuant to G.L. c. 44, §§7 and 8 or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor.

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

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

**DATED:** \_\_\_\_\_, 2018

**VOTED:**

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

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

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

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

**A True Record Attest:**

**Teresa M. Burr**  
Town Clerk

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



TOWN OF FRANKLIN

RESOLUTION 18-18  
APPROPRIATION  
LOAN ORDER

IT IS ORDERED by the Town Council of the Town of Franklin that:

*Designing*

\$2,000,000 is appropriated to pay costs of (i) designating and constructing a new well at Well Station No. 3, including the payment of all other costs incidental and related thereto, and (ii) designing and constructing a water treatment plant to service Well Station No. 3 and No. 6, including the payment of all other costs and incidental and related thereto; and that to meet this appropriation, the Treasurer-Collector with the approval of the Town Administrator is authorized to borrow said amount under and pursuant to G.L. c. 44, §§7 and 8 or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor.

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

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

DATED: *May 9th*, 2018

VOTED: *Passed*  
UNANIMOUS   
YES 9 NO 0  
ABSTAIN —  
ABSENT —

A True Record Attest:

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

*Glenn Jones*  
Glenn Jones, Clerk  
Franklin Town Council



**TOWN OF FRANKLIN**

**RESOLUTION 18-44**

**Acceptance of Gift –Council On Aging**

**WHEREAS,** The Franklin Council on Aging will receive a generous donation not to exceed \$18,633 from the Friends of Franklin Elders Inc. to fund the Cook Salary from July 2018-June 2019.

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

The Town Council of the Town of Franklin on behalf of Franklin Council on Aging gratefully accepts this generous donation to fund the Cook Salary from July 2018- June 2019 and thanks the Friends of Franklin Elders Inc. for their continued support and generosity.

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

**DATED:** \_\_\_\_\_, 2018

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

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

**A TRUE RECORD ATTEST:**

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

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

**Teresa M. Burr**  
Town Clerk

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

## Town of Franklin

Town Administrator  
Tel: (508) 520-4949

Fax: (508) 520-4903



355 East Central Street  
Franklin, Massachusetts 02038-1352

August 23, 2018

Friends of the Franklin Elders  
10 Daniel McCahill Street  
Franklin, MA 02038

Dear Friends of the Franklin Elders,

On behalf of the Town of Franklin, I would like to thank you for your recent donation to the Council on Aging.

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

Warmest Regards,

Jeffrey D. Nutting  
Town Administrator

cc: Karen Alves



**TOWN OF FRANKLIN**

**RESOLUTION NO.:** 18-46

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

**TOTAL REQUESTED:**

**PURPOSE:** To appropriate \$170,642.37 from the PEG Access and Cable Related Fund created under MGL Ch. 44, §53F3/4, representing the amount received in the previous quarter, to be paid to Franklin Cable Access Corp. to operate the cable access studio and otherwise fund its operations.

**MOTION**

Be It Moved and Voted by the Town Council that the sum of

\$170,642.37 be appropriated from the PEG Access and Cable Related Fund created under MGL Ch. 44, §53F3/4, to be paid to Franklin Cable Access Corp. to operate the cable access studio and otherwise fund its operations..

DATED: \_\_\_\_\_

VOTED:

UNANIMOUS \_\_\_\_\_

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

A True Record Attest:

ABSTAIN \_\_\_\_\_

ABSENT \_\_\_\_\_

\_\_\_\_\_  
Teresa M. Burr  
Town Clerk

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

**TOWN OF FRANKLIN**

**RESOLUTION NO: 18-26**

**PEG ACCESS AND CABLE RELATED FUND ACCEPTANCE**

**PURPOSE:** To see if the Town will accept General Laws Chapter 44, Section 53F¾, which establishes a special revenue fund known as the PEG Access and Cable Related Fund, to reserve cable franchise fees and other cable-related revenues for appropriation to support PEG access services and oversight and renewal of the cable franchise agreement, the fund to begin operation for fiscal year 2019, which begins on July 1, 2018 or take any other action relative thereto.

**MOTION:** Be it Moved/ordered that the Town accept General Laws Chapter 44, Section 53F¾, which establishes a special revenue fund known as the PEG Access and Cable Related Fund, to reserve cable franchise fees and other cable-related revenues for appropriation to support PEG access services and oversight and renewal of the cable franchise agreement, the fund to begin operation for fiscal year 2019, which begins on July 1, 2018.

DATED: June 6<sup>th</sup>, 2018

VOTED: Passed  
UNANIMOUS ✓

YES 9 NO 0

ABSTAIN —

ABSENT —

A True Record Attest:

Teresa M. Burr  
Teresa M. Burr  
Town Clerk

Glenn Jones  
Glenn Jones, Clerk  
Franklin Town Council

**TOWN OF FRANKLIN**

**SCHEDULE OF DEPARTMENTAL PAYMENTS TO TREASURER**

Turnover Number:

Department:  
ADMINISTRATION  
123

Date: August 22, 2018

FROM WHOM	DESCRIPTION	CODE	AMOUNT	TOTAL
	One Day Alcoholic Licenses	1AL123		\$ -
	One Day Beer/Wine Licenses	1BR123		\$ -
	Alcoholic Beverage Licenses	ALC123		\$ -
	Amusement Licenses	AMU123		\$ -
	Auctioneer Licenses	AUC123		\$ -
	Cable TV Franchise Fee	CAB123		\$ -
	Class II 2nd Hand Car Licenses	CAR123		\$ -
	Cable TV License	CBL123		\$ -
	Copy Fee Admin	CPY123		\$ -
	Common Victual Licenses	CVC123		\$ -
	Departmental Fees	DEP123		\$ -
	Permits - Administration	PER123		\$ -
	Rentals - Administration	REN123		\$ -
	Taxi Cab Licenses Amusement	TXI123		\$ -
	Daniels Assoc Populatic St Deposits	DAN123		\$ -
	Town Common - Gift	COM123		\$ -
	Assistance Account Gift	AST123		\$ -
	Cable Gift Revenues	123CBL		\$ -
	Recreation Improvements - Gift	REC123		\$ -
	Populatic St Improvements - Gift	POP123		\$ -
	Insurance Recovery	INS123		\$ -
	Transportation - Gift	TRN123		\$ -
	Welcome Sign - Gift	WEL123		\$ -
	Otherwise Unclassified Revenue - Other	UNC980		\$ -
	Downtown Manager - Gift Revenue	DTN177		\$ -
Second Quarter fees	Comcast Cable TV	VERCBL		\$ 81,353.23
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL</b>				<b>\$ 81,353.23</b>

To the Town Accountant:

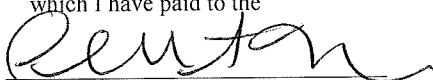
The above is a detailed list of moneys collected by me, amounting in the aggregate to:

*Eighty One Thousand Three Hundred Fifty Three Dollars and Twenty Three Cents*

for the period ending August 22, 2018

Town Treasurer, whose receipt I hold therefor.

which I have paid to the

Signature 

Chrissy Whelton, Administrative Assistant



System Name: Comcast of Massachusetts II, Inc.  
Email: Patrick\_Moore@cable.comcast.com  
Phone: 610-665-2575


Vendor ID:	150328
Contract Name:	Franklin MA
Statement Period:	Apr - Jun, 2018
Payment Amount:	\$81,353.23
Statement Number:	509512
CUID:	None
System ID:	8773-1000-0160

FRANKLIN TOWN OF MA  
355 EAST CENTRAL STREET  
  
FRANKLIN, MA, 02038

This statement represents your payment for the period listed above.

Revenue Category	Amount
Expanded Basic Video Service	\$448,396.59
Limited Basic Video Service	\$258,813.91
Digital Video Service	\$404,903.88
Pay	\$273,472.45
PPV / VOD	\$65,002.33
Digital Video Equipment	\$76,165.54
Video Installation / Activation	\$6,413.29
Franchise Fees	\$84,773.41
PEG Fees	\$9,423.80
State Assessment	\$2,827.42
Guide	\$136.32
Other	\$5,928.38
Late Fees	\$3,194.55
Write-offs / Recoveries	(\$2,772.27)
Ad Sales	\$51,272.16
Home Shopping Commissions	\$6,906.48
<b>Total</b>	<b>\$1,694,858.25</b>
Franchise Fee %	4.80 %
Franchise Fee	\$81,353.23

To the best of my knowledge and belief, the above is a true and correct statement for the accounting of the gross revenues received by this corporation for the period.

  
\_\_\_\_\_  
Chad Mackey  
Sr. Analyst

**TOWN OF FRANKLIN**

**SCHEDULE OF DEPARTMENTAL PAYMENTS TO TREASURER**

Turnover Number:

Department:  
ADMINISTRATION

Date: August 20, 2018

123

FROM WHOM	DESCRIPTION	CODE	AMOUNT	TOTAL
	One Day Alcoholic Licenses	1AL123		\$ -
	One Day Beer/Wine Licenses	1BR123		\$ -
	Alcoholic Beverage Licenses	ALC123		\$ -
	Amusement Licenses	AMU123		\$ -
	Auctioneer Licenses	AUC123		\$ -
	Cable TV Franchise Fee	CAB123		\$ -
	Class II 2nd Hand Car Licenses	CAR123		\$ -
	Cable TV License	CBL123		\$ -
	Copy Fee Admin	CPY123		\$ -
	Common Victual Licenses	CVC123		\$ -
	Departmental Fees	DEP123		\$ -
	Permits - Administration	PER123		\$ -
	Rentals - Administration	REN123		\$ -
	Taxi Cab Licenses Amusement	TXI123		\$ -
	Daniels Assoc Populatic St Deposits	DAN123		\$ -
	Town Common - Gift	COM123		\$ -
	Assistance Account Gift	AST123		\$ -
	Cable Gift Revenues	123CBL		\$ -
	Recreation Improvements - Gift	REC123		\$ -
	Populatic St Improvements - Gift	POP123		\$ -
	Insurance Recovery	INS123		\$ -
	Transportation - Gift	TRN123		\$ -
	Welcome Sign - Gift	WEL123		\$ -
	Otherwise Unclassified Revenue - Other	UNC980		\$ -
	Downtown Manager - Gift Revenue	DTN177		\$ -
Second Quarter fees	Verizon Cable TV	VERCBL		\$ 89,289.14
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL</b>				<b>\$ 89,289.14</b>

To the Town Accountant:


The above is a detailed list of moneys collected by me, amounting in the aggregate to:

*Eighty Nine Thousand Two Hundred Eighty Nine Dollars and Fourteen Cents*

for the period ending August 20, 2018

Town Treasurer, whose receipt I hold therefor.

which I have paid to the

Signature 

Christine Whelton, Administrative Assistant

# PEG Grant Report 2nd Quarter 2018

## Town of Franklin

### Verizon - fBA

#### Massachusetts

PEG Fee Rate: 4.80%

	April	May	June	Quarter Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)	\$550,711.10	\$548,827.36	\$543,788.79	\$1,643,327.25
Usage Based Charges (e.g. PayPer View, Installation)	\$26,943.32	\$20,272.37	\$20,860.62	\$68,076.31
Advertising	\$16,053.68	\$18,810.58	\$19,110.50	\$53,974.76
Home Shopping	\$1,665.90	\$8.72	\$720.82	\$2,395.44
Late Payment	\$0.00	\$0.00	\$0.00	\$0.00
Other Misc. (Leased Access & Other Misc.)	\$1,705.03	\$4,351.49	\$2,971.57	\$9,028.09
License Fee Billed	\$589.38	\$586.33	\$584.15	\$1,759.86
PEG Fee Billed	\$29,023.20	\$28,589.79	\$28,333.25	\$85,946.24
Less:				
Bad Debt	(\$1,035.14)	(\$2,061.71)	(\$1,220.69)	(\$4,317.54)
Total Receipts Subject to PEG Fee Calculation	\$625,666.45	\$619,384.93	\$615,149.00	\$1,860,190.38
PEG Grant	\$30,031.51	\$29,730.48	\$29,527.15	\$89,289.14

Verizon New England Inc. is hereby requesting that this information be treated as confidential and proprietary business information in accordance with the terms of the Cable Television Final License granted to Verizon New England Inc. This information is not otherwise readily ascertainable or publicly available by proper means by other persons from another source in the same configuration as provided herein, would cause substantial harm to competitive position of Verizon in the highly competitive video marketplace if disclosed, is intended to be proprietary confidential business information and is treated by Verizon as such.

# OFFICE OF THE TOWN ADMINISTRATOR

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## MEMORANDUM

---

**DATE:** August 23, 2018  
**TO:** Town Council  
**FROM:** Jeffrey D. Nutting, Town Administrator  
**RE:** Further Amending the Senior Citizen Property Tax Work-off Abatement Program

---

I recommend we increase the Senior Citizen Property Tax Work-off Abatement Program annual benefit from \$1,000 per year to \$1,100 per year effective January 1, 2019. This will increase the hourly rate from \$10 to \$11 per hour.

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

cc: Karen Alves, Senior Center Director



**TOWN OF FRANKLIN**

**RESOLUTION 18-47**

**FURTHER AMENDING THE SENIOR CITIZEN PROPERTY TAX  
WORK-OFF ABATEMENT PROGRAM**

**WHEREAS,** The Town Council has accepted Massachusetts General Laws Chapter 59, Section 5K, enacted by the General Court of the Commonwealth on November 16, 1999 that allows senior citizens of the Town of Franklin to volunteer their services to the Town in exchange for a reduction in their property tax bills for their domiciles.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE  
TOWN OF FRANKLIN THAT:**

The Senior Citizen Tax Work-off Abatement Program annual benefit is increased to \$1,100. Qualified Senior Citizen taxpayers over 60 years of age may volunteer their services to the town in exchange for a reduction in their property tax bills for their domicile. Qualified senior citizen taxpayers will receive an amount at an hourly rate for their services not exceeding the minimum hourly wage rate in the Commonwealth of Massachusetts.

This resolution shall become effective for the calendar year beginning January 1, 2019 and thereafter.

**DATED:** \_\_\_\_\_, 2018

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

**A True Record Attest:**

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

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

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

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

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





**TOWN OF FRANKLIN**

**RESOLUTION 16-02**

**AMENDING THE SENIOR CITIZEN PROPERTY TAX WORK-OFF ABATEMENT PROGRAM**

**WHEREAS,** The Town Council has accepted Massachusetts General Laws Chapter 59, Section 5K, enacted by the General Court of the Commonwealth on November 16, 1999 that allows senior citizens of the Town of Franklin to volunteer their services to the Town in exchange for a reduction in their property tax bills for their domiciles.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FRANKLIN THAT:**

The Senior Citizen Tax Work-off Abatement Program annual benefit is increased to \$1,000. Qualified Senior Citizen taxpayers over 60 years of age may volunteer their services to the town in exchange for a reduction in their property tax bills for their domicile. Qualified senior citizen taxpayers will receive an amount at an hourly rate for their services not exceeding the minimum hourly wage rate in the Commonwealth of Massachusetts.

DATED: Jan 6, 2016

VOTED: Passed  
UNANIMOUS

A True Record Attest:

YES 9 NO     

Teresa M. Barr

ABSTAIN

Teresa Barr  
Town Clerk

ABSENT

Judith Pond Pfeffer  
Judith Pond Pfeffer, Clerk  
Franklin Town Council



**TOWN OF FRANKLIN**

**RESOLUTION 18-48**

**Acceptance of Gift – Franklin Police Department**

**WHEREAS,** The Franklin Police Department will receive a generous donation not to exceed \$5,000 from the Digital Federal Credit Union to fund and support the Police Departments efforts in providing programs that will make a difference.

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

The Town Council of the Town of Franklin on behalf of Franklin Police Department gratefully accepts this generous donation to fund the Police Departments efforts in providing programs that will make a difference.

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

**DATED:**                   , 2018

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

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

**A TRUE RECORD ATTEST:**

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

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

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

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



## FRANKLIN POLICE DEPARTMENT

Thomas J. Lynch, Chief of Police  
James A. Mill, Deputy Chief of Police  
911 Panther Way, Franklin, MA 02038  
Telephone: (508) 528-1212  
Fax: (508) 520-7950  
[www.franklinpolice.com](http://www.franklinpolice.com)

August 22, 2018

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

SUBJECT: Gift Donation Made to the Franklin Police Department

Mr. Nutting,

I am pleased to announce the Franklin Police Department recently received the following gift donation:

- Digital Federal Credit Union – DCU donated \$5,000.00, representing DCU's support of the Police Departments efforts in providing programs that will make a difference (see attached letter).

The donation will go a long way in supporting our community policing programs, assisting with training needs and the purchase of essential equipment for the officers. We sincerely appreciate the support of the residents and business community. Upon the acceptance of the Town Counsel, we will deposit the donation into the Police Gift Account.

Respectfully Submitted,

A handwritten signature in black ink that reads "Thomas J. Lynch".

Thomas J. Lynch  
Chief of Police



## FRANKLIN POLICE DEPARTMENT

Thomas J. Lynch, Chief of Police  
James A. Mill, Deputy Chief of Police  
911 Panther Way, Franklin, MA 02038  
Telephone: (508) 528-1212  
Fax: (508) 520-7950  
[www.franklinpolice.com](http://www.franklinpolice.com)

August 22, 2018

Digital Federal Credit Union  
220 Donald Lynch Blvd.  
Marlborough, MA 01752

Dear Ms. Taxiera,

On behalf of all the personnel at the Franklin Police Department I wish to extend our sincere appreciation for the donation of \$5,000.00 that Digital Federal Credit Union recently made to our organization.

Your generous donation will support the Franklin Police Department in its continued efforts to provide needed equipment to the officers as they protect and serve the Franklin community and to support the many programs the department offers. It is through donations like DCU's that we are afforded the opportunity to purchase equipment that the department would otherwise not be able to attain due to limited funding. Similarly, your generosity supports many community policing initiatives the department takes pride in offering.

This year the FPD will be using a portion of your donation to assist in the funding of our annual Halloween Party. The Halloween Party is a free event for children ages pre-school through 5<sup>th</sup> grade and is scheduled for this October. This event offers a safe and fun venue for children and their families.

Again, I want to thank you and DCU for the generous donation!

If you have any questions or require further information, Please feel free to contact me at anytime.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Lynch", written over a horizontal line.

Thomas J. Lynch  
Chief of Police  
508-440-2710



July 31, 2018

Franklin Police Department  
911 Panther Way  
Franklin, MA 02038

To Whom It May Concern,

On behalf of Digital Federal Credit Union, I am pleased to provide the Franklin Police Department with the enclosed check for \$5,000. This donation represents DCU's support of your organization's efforts in providing programs that will make a difference.

As a socially responsible organization, DCU is committed to partnering with other organizations, such as yours that make a difference in the communities we serve. The purpose of this donation is to give back to our communities by supporting programs offered by your organization. The donation is not a sponsorship or an opportunity for DCU to market our credit union. We hope that our contribution makes a difference to the people you serve in our communities.

Thank you for all that you do. Please feel free to mail any questions and/or inquiries to Digital Federal Credit Union, Attn: Diana Taxiera, 220 Donald Lynch Blvd., Marlborough, MA 01752.

For further information about DCU and our branch locations, or communities we serve, please visit our website at [www.dcu.org](http://www.dcu.org).



## Town of Franklin

Town Administrator  
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street  
Franklin, Massachusetts 02038-1352

August 22, 2018

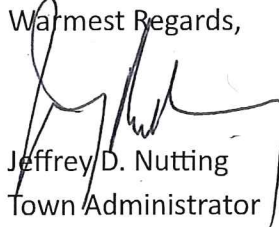
Digital Federal Credit Union  
Attn: Diana Taxiera  
220 Donald Lynch Blvd  
Marlborough, MA 01752

Dear Ms. Taxiera,

On behalf of the Town of Franklin, I would like to thank you for your recent donation to the Franklin Police Department and the Franklin Fire Department.

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

Warmest Regards,

  
Jeffrey D. Nutting  
Town Administrator

cc: Town Council

Thomas Lynch, Police Chief  
Gary McCarraher, Fire Chief



**TOWN OF FRANKLIN**

**RESOLUTION 18-49**

**Acceptance of Gift – Franklin Fire Department**

**WHEREAS,** The Franklin Fire Department will receive a generous donation not to exceed \$5,000 from Digital Federal Credit Union to fund and support the Fire Departments efforts in providing programs that will make a difference.

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

The Town Council of the Town of Franklin on behalf of Franklin Fire Department gratefully accepts this generous donation to fund the Fire Departments efforts in providing programs that will make a difference.

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

**DATED:**                   , 2018

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

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

**A TRUE RECORD ATTEST:**

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

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

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

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



RECEIVED AUG 13 2018

July 31, 2018

Franklin Fire Department  
40 W Central Street  
Franklin, MA 02038

To Whom It May Concern,

On behalf of Digital Federal Credit Union, I am pleased to provide the Franklin Fire Department with the enclosed check for \$5,000. This donation represents DCU's support of your organization's efforts in providing programs that will make a difference.

As a socially responsible organization, DCU is committed to partnering with other organizations, such as yours that make a difference in the communities we serve. The purpose of this donation is to give back to our communities by supporting programs offered by your organization. The donation is not a sponsorship or an opportunity for DCU to market our credit union. We hope that our contribution makes a difference to the people you serve in our communities.

Thank you for all that you do. Please feel free to mail any questions and/or inquiries to Digital Federal Credit Union, Attn: Diana Taxiera, 220 Donald Lynch Blvd., Marlborough, MA 01752.

For further information about DCU and our branch locations, or communities we serve, please visit our website at [www.dcu.org](http://www.dcu.org).

8/13/18  
Waiting  
for permission  
to accept





## Town of Franklin

Town Administrator  
Tel: (508) 520-4949



Fax: (508) 520-4903

355 East Central Street  
Franklin, Massachusetts 02038-1352

August 22, 2018

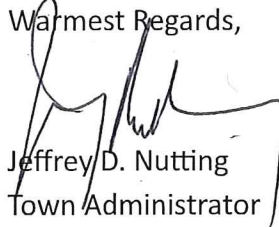
Digital Federal Credit Union  
Attn: Diana Taxiera  
220 Donald Lynch Blvd  
Marlborough, MA 01752

Dear Ms. Taxiera,

On behalf of the Town of Franklin, I would like to thank you for your recent donation to the Franklin Police Department and the Franklin Fire Department.

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

Warmest Regards,

  
Jeffrey D. Nutting  
Town Administrator

cc: Town Council

Thomas Lynch, Police Chief  
Gary McCarraher, Fire Chief



**TOWN OF FRANKLIN**

**RESOLUTION 18-50**

**Acceptance of Gift – Franklin Fire Department**

**WHEREAS,** The Franklin Fire Department will receive a generous donation not to exceed \$150 from the Moms Club of Franklin, MA to fund the Fire Departments continuing efforts in keeping our community safe.

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

The Town Council of the Town of Franklin on behalf of Franklin Fire Department gratefully accepts this generous donation to fund the Fire Departments efforts in keeping our community safe.

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

**DATED:**                   , 2018

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

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

**A TRUE RECORD ATTEST:**

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

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

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

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

## Town of Franklin

Town Administrator  
Tel: (508) 520-4949

Fax: (508) 520-4903



355 East Central Street  
Franklin, Massachusetts 02038-1352

August 23, 2018

Moms Club of Franklin, MA  
14 Camden Way  
Franklin, MA 02038

Dear Moms Club of Franklin, MA,

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

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

Warmest Regards,



Jeffrey D. Nutting  
Town Administrator

cc: Gary McCarraher

# FRANKLIN PLANNING & COMMUNITY DEVELOPMENT

355 EAST CENTRAL STREET, ROOM 120  
FRANKLIN, MA 02038-1352  
TELEPHONE: 508-520-4907  
FAX: 508-520-4906

## MEMORANDUM

**TO:** JEFFREY D. NUTTING, TOWN ADMINISTRATOR  
**FROM:** BRYAN W. TABERNER, AICP, DIRECTOR  
**RE:** ZONING BYLAW AMENDMENT 18-815: CHANGES TO DIMENSIONAL REGULATIONS FOR COMMERCIAL I ZONING DISTRICT  
**CC:** JAMIE HELLEN, DEPUTY TOWN ADMINISTRATOR  
AMY LOVE, PLANNER  
**DATE:** JUNE 14, 2018

The Department of Planning and Community Development (DPCD) has developed a Zoning Bylaw amendment related to dimensional regulations within the Commercial I (CI) Zoning District, which is the purpose of this memo. Changes to dimensional regulations within the Commercial I Zoning District have been discussed since 2010 when much of the CI district was rezoned to a new Downtown Commercial Zoning District. The issue was put aside at that time so it could be addressed during the Master Plan development process. Land Use Objective 3.2 from the Implementation section of Franklin's 2013 Master Plan addresses the issue, and is shown below for reference.

Land Use Objective 3.2: Amend the dimensional requirements within the Commercial I zoning district to encourage green space, use of outdoor seating areas, and assemblage of properties to encourage new business, business expansion and business retention, in the Commercial I zoning district.

Currently the CI district has the least restrictive requirements of Franklin's zoning districts. The proposed dimensional regulations do not represent a substantial change from current requirements. Below is a comparison of current and proposed dimensional requirements within the Commercial I Zoning District.

Commercial I Zoning District	Current	Proposed
<b><i>Minimum Side Yard Dimensions</i></b>	0'	10'

Note 1: The 10 feet side setback is only required on one side of lot; if lot abuts a residential district, a twenty feet setback is required on the abutting side.

Requiring a 10 feet setback in the side yard of each CI parcel is recommended by Town staff to provide easier access to the rear of properties by emergency response personnel, but also serves to promote courtyards and pedestrian oriented plazas, improve pedestrian flow, and encourage green space and pervious surfaces.

Commercial I Zoning District	Current	Proposed
------------------------------	---------	----------

**Maximum Impervious Coverage of Existing Upland**

Structures:	90%	80%
Structures and Paving:	100%	90%

---

Currently owners of CI parcels are allowed to have one hundred percent impervious surface. Very few CI parcels currently have more than 90 percent impervious surface, therefore this proposed change is not likely to create problems for property owners, and guarantee that new development will have at least some pervious areas for stormwater infiltration and landscaping.

The Economic Development Committee discussed the proposed parking regulations changes at a previous meeting, and voted to send the Zoning Bylaw Amendment to Town Council for further consideration. If Town Council supports the proposed zoning bylaw amendment, DPCD recommends they refer Zoning By-law Amendment 18-815 to the Planning Board for a Public Hearing.

Additional changes to CI dimensional requirements (maximum building height) are being considered, but are not moving forward at this time. Please let me know if you have questions or require additional information.

**Sponsor:** *Administration*

**TOWN OF FRANKLIN  
ZONING BY-LAW AMENDMENT 18-815  
COMMERCIAL I SIDE YARD AND MAXIMUM IMPERVIOUS  
COVERAGE DIMENSIONAL REGULATIONS  
A ZONING BY-LAW TO AMEND THE FRANKLIN TOWN CODE AT  
CHAPTER 185, SCHEDULE OF LOT, AREA, FRONTAGE, YARD  
AND HEIGHT REQUIREMENTS**

**BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:**

Chapter 185 of the Code of the Town of Franklin is hereby amended by the following **additions and ~~deletions~~** to §185, Attachment 9 Schedule of Lot, Area, Frontage, Yard and Height Requirements:

Schedule of Lot, Area, Frontage, Yard and Height Requirements

District	Minimum Lot Dimensions				Minimum Yard Dimensions			Maximum Height of Building		Maximum Impervious Coverage of Existing	
	Area (square feet)	Continuous Frontage (feet)	Depth (feet)	Lot Width (minimum circle diameter)	Front (feet)	Side (feet)	Rear (feet)	Stories	Feet	Structures	Structures Plus Paving <sup>3</sup>
Rural Residential I	40,000	200	200	180 <sup>4</sup>	40	40	40	3	35	20	25
Residential VI	40,000	200	200	180 <sup>4</sup>	40	40	40	3	35	20	25
Residential VII <sup>11</sup>	40,000	200	200	180 <sup>4</sup>	40	40	40	3	35	20 <sup>12</sup>	25 <sup>12</sup>
Rural Residential II	30,000	150	200	135 <sup>4</sup>	40	35	35	3	35	20	25
Single Family Residential III	20,000	125	160	112.5	40	25	30	3	35	25	35
Single Family Residential IV	15,000	100	100	90	30	20	20	3	35	30	35
General Residential V	10,000	100	100	90	20	15	20	3	40	30	35
Neighborhood Commercial	18,000	100	100	90	20	30	40	3	35	30	35
Rural Business <sup>13</sup>	40,000	200	200	180	40	30	40	1.5	30	10	30
Downtown Commercial	5,000	50	50	45	5 <sup>10</sup>	0 <sup>2</sup>	15	3 <sup>9</sup>	40 <sup>9</sup>	80	90
Commercial I <sup>7</sup>	5,000	50	50	45	20 <sup>1</sup>	0 <sup>2</sup> 10 <sup>14</sup>	15	3 <sup>6</sup>	40 <sup>6</sup>	<del>90</del> 80	<del>100</del> 90
Commercial II	40,000	175	200	157.5	40	30	30	3	40	70	80
Business	20,000	125	160	112.5	40	20	30	3	40	70	80
Industrial	40,000	175	200	157.5	40	30 <sup>5</sup>	30 <sup>5</sup>	3 <sup>6</sup>	-	70	80
Limited Industrial	40,000	175	200	157.5	40	30 <sup>8</sup>	30 <sup>8</sup>	3 <sup>6</sup>	40 <sup>6</sup>	70	80
Office	40,000	100	100	90	20	30 <sup>5</sup>	30 <sup>5</sup>	3 <sup>6</sup>	40 <sup>6</sup>	70	80

Setbacks: No structure or pole carrying overhead wires shall be put up within 60 feet nor shall a billboard be erected within 100 feet of right-of-way which is 75 feet or more.

NOTES:

- <sup>1</sup> But no new structure shall be required to provide a deeper yard than that existing on that parcel upon adoption of this amendment.
- <sup>2</sup> Increase to 20 feet when abutting a residential district.
- <sup>3</sup> See definition of Upland §185-3, §185-36. Impervious Surfaces and §185-40. Water Resource District.
- <sup>4</sup> Within open space developments (see § 185-43), the lot width must be met for individual lots shall be no less than 1/2 those required within the underlying district.
- <sup>5</sup> Increase by the common building height of the structure, when abutting a residential use.
- <sup>6</sup> Up to 5 stories and/or 60 feet, whichever is greater, may be permitted by a special permit from the Planning Board.
- <sup>7</sup> Permitted residential uses must observe requirements of General Residential V District for residential use building only. Mixed use buildings are exempt from this requirement.
- <sup>8</sup> Increase by 1.5 the common building height of a structure, when abutting a residential district or use.
- <sup>9</sup> Up to 4 stories and/or 50 feet, whichever is greater, may be permitted by a special permit from the Planning Board provided the structure is set back at least 15 feet from frontage.
- <sup>10</sup> Minimum 5' setback required on first floor, street level; upper floors can overhang required first floor set back.
- <sup>11</sup> See §185-50.
- <sup>12</sup> Total impervious surface in the upland shall be no more than 50% if a special permit for multiple, single-family dwelling units is granted in RVII.
- <sup>13</sup> Maximum gross building footprint of non-residential primary use structures is 3,500 square feet.
- <sup>14</sup> The 10 feet side setback is only required on one side of lot; if lot abuts a residential district, a twenty feet setback is required on the abutting side.

The foregoing Zoning By-law amendment shall take effect in accordance with the Franklin Home Rule Charter and Massachusetts General Law Chapter 40A, Section 5.

---

**DATED:** \_\_\_\_\_, 2018

**VOTED:**

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

**A True Record Attest:**

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

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

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

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

---

**Glenn Jones, Clerk**



# Town of Franklin

Tel: (508) 520-4907

Fax: (508) 520-4906



**Planning Board**  
355 East Central Street  
Franklin, Massachusetts 02038-1352

July 24, 2018

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

## **CERTIFICATE OF VOTE**

Zoning By-law Amendment #18-815

§185 Attachment 9, Schedule of Lot, Area, Frontage, Yard and Height Requirements

**Petitioner:** Town Administration

Dear Mrs. Burr:

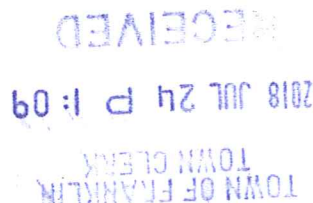
Please be advised that at its meeting on Monday, July 23, 2018 the Planning Board, upon motion duly made and seconded, voted (4-0-1) to **RECOMMEND**, *as presented*, to the Town Council the amendment of Zoning By-law #18-815, Schedule of Lot, Area, Frontage, Yard and Height Requirements.

If you have any questions concerning this decision, please contact the planning staff or me.

Sincerely,

Anthony Padula  
Chairman, Planning Board

cc: Town Council  
Town Administrator  
Deputy Town Administrator



# Town of Franklin



## Planning Board

TOWN OF FRANKLIN  
TOWN CLERK  
2018 JUN 25 P 3:08  
RECEIVED

The following notice will be published in the Milford Daily Newspaper on  
Monday, July 9, 2018 and Monday, July 16, 2018

---

In accordance with the provisions of M.G.L. Chapter 40A, Section 5, notice is hereby given that the Planning Board will hold a Public Hearing on July 23, 2018 at 7:10 PM and the Town Council will hold a Public Hearing on August 8, 2018 at 7:10 PM in the Town Council Chambers of the Municipal Building, 355 East Central Street, to consider amending Chapter 185, Attachment 9 requirements of the Code of the Town of Franklin as follows:

### **ZONING BY-LAW AMENDMENT 18-815**

#### **Changes to §185, Attachment 9, Schedule of Lot, Area, Frontage, Yard and Height Requirements**

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:

Chapter 185 of the Code of the Town of Franklin is hereby amended by increasing the side yard setback and decreasing allowable impervious coverage.

Please contact the Department of Planning & Community Development at 508-520-4907 if you require further information or if you need to make arrangements to provide translation services for the hearing impaired or for persons with language barriers.

Anthony Padula, Chairman  
Franklin Planning Board

Matt Kelly, Chairman  
Franklin Town Council

**FRANKLIN PLANNING & COMMUNITY DEVELOPMENT**

355 EAST CENTRAL STREET, ROOM 120  
FRANKLIN, MA 02038-1352  
TELEPHONE: 508-520-4907  
FAX: 508-520-4906

**MEMORANDUM**

**TO: JEFFREY D. NUTTING, TOWN ADMINISTRATOR**  
**FROM: BRYAN W. TABERNER, AICP, DIRECTOR**  
**RE: ZONING BYLAW AMENDMENT 18-816: POULTRY USE REGULATIONS**  
**CC: FRANKLIN PLANNING BOARD**  
**JAMIE HELLEN, DEPUTY TOWN ADMINISTRATOR**  
**GUS BROWN, ZONING ENFORCEMENT**  
**AMY LOVE, PLANNER**  
**DATE: JUNE 14, 2018**

---

Department of Planning and Community Development (DPCD) was asked to draft a zoning bylaw amendment related to poultry.

As you know the Economic Development Committee discussed the proposed zoning changes at their June 6, 2018 meeting, and voted to send the issue to the full Council for consideration. If Town Council supports the changes I request it vote to refer the zoning bylaw amendment to the Planning Board for a public hearing. Please let me know if you have questions or require additional information.

**Sponsor:** *Administration*

**TOWN OF FRANKLIN**

**ZONING BY-LAW AMENDMENT 18-816: POULTRY USE REGULATIONS,**

**CHANGES TO CHAPTER 185, USE REGULATIONS  
SCHEDULE PARTS I AND VII**

**BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:**

Chapter 185 of the Code of the Town of Franklin is hereby amended by the following **Additions** and **Deletions** to §185 Use Regulations Schedule Parts I and VII, Attachments 2 and 8:

185 Attachment 2  
USE REGULATION SCHEDULE  
PART I

Symbols in the Use Regulations Schedule shall mean the following:

- Y = A permitted use.
- N = An excluded or prohibited use.
- BA = A use authorized under special permit from the Board of Appeals.
- PB = A use authorized under special permit from the Planning Board.
- P/SP = Permitted as of right. A special permit from the Board of Appeals is required if the proposed project results in an increase in estimated water consumption of more than 15,000 gallons per day.

Principal Uses	District													
	RRI RVI	RRII RVII	SFRIII	SFRIV	GRV	NC	RB	CI	CII	DC	B	I	LI	O
1. Agriculture, horticulture and floriculture														
1.1 Nursery, greenhouse	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	N	Y
1.2 Produce stand <sup>1</sup>	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y
1.3 Other, parcel of 5 or more acres	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
1.4 Other, parcel under 5 acres:														
a. With swine or fur-bearing animals for commercial use	N	N	N	N	N	N	N	N	N	N	N	N	N	N
b. With other livestock <del>or poultry</del>	Y <sup>2</sup>	Y <sup>2</sup>	N	N	N	N	N	N	N	N	N	N	N	N
c. With no livestock	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y
<b>d. With poultry</b>	<u>Y<sup>3</sup></u>	<u>Y<sup>3</sup></u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
1.5 Garden Center, Retail or Wholesale	PB	PB	PB	PB	PB	PB	PB	PB	Y	N	Y	PB	PB	PB

NOTES:

- 1 For sale of produce raised or grown on the premises by the owner or lessee thereof.
- 2 Provided that any building or structure is at least 100 feet from the nearest street or property line.
- 3 Any related structure shall be to the rear of the property's primary building, and at least 25 feet from side and rear property lines.**

185 Attachment 8  
USE REGULATION SCHEDULE  
PART VII

Symbols in the Use Regulations Schedule shall mean the following:

Y = A permitted use.

N = An excluded or prohibited use.

BA = A use authorized under special permit from the Board of Appeals.

PB = A use authorized under special permit from the Planning Board.

P/SP = Permitted as of right. A special permit from the Board of Appeals is required if the proposed project results in an increase in estimated water consumption of more than 15,000 gallons per day.

Accessory Uses	District													
	RRI RVI	RRII RVII	SFRIII	SFRIV	GRV	NC	RB	CI	CII	DC	B	I	LI	O
A1 Boarding	N		Y	Y	Y	Y	N	Y	Y	N	N	N	N	N
A2 Contractor's yard	N		N	N	N	N	N	N	N	N	Y	Y	N	N
a. Landscape materials storage and distribution	N		N	N	N	Y <sup>3</sup>	Y <sup>3</sup>	N	N	N	Y	Y	N	N
A3 Home occupation (See § 185-39B.)	Y		Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N
A4 Manufacture, assembly, packing of goods sold on premises	N		N	N	N	Y <sup>1</sup>	N	Y <sup>1</sup>	Y <sup>1</sup>	Y <sup>1</sup>	Y	Y	N	Y <sup>1</sup>
A5 Off-street parking (See § 185-39C.)	Y		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
A6 Professional office, studio (See § 185-39A.)	Y		Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y
A7 Restaurant, bar	N		N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y
A8 Retail sale of nonagricultural products manufactured, warehoused or manufactured, warehoused or distributed on or from premises	N		N	N	N	Y	N	Y	Y	Y	Y	Y <sup>2</sup>	N	Y <sup>2</sup>
A9 Scientific use in compliance with § 185-37	BA		BA	BA	BA	BA	N	BA	BA	BA	Y	Y	Y	Y
A10 Signs (See § 185-20.)	Y		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
A11 Single-family dwelling for personnel required for safe operation	Y		Y	Y	Y	Y	N	Y	Y	N	Y	Y	Y	Y
A12 Other customary accessory uses	Y		Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y
A13 Other retail sales, services	N		N	N	N	Y	N <sup>4</sup>	Y	Y	Y	Y	Y	Y	Y
A13.1 Animal grooming	BA		BA	BA	BA	BA	N	Y	BA	Y	BA	BA	BA	BA
A14 Operation of not more than 5 automatic amusement devices	N		N	N	N	N	N	N	Y	Y	Y	Y	N	N
A15 Warehouse/distribution facility	N		N	N	N	N	N	N	Y	N	Y	Y	N	Y
A16 Wholesale office, salesroom														
a. With storage	N		N	N	N	N	N	Y	Y	Y	Y	Y	N	Y
b. Without storage	N		N	N	N	N	N	Y	Y	Y	Y	Y	Y <sup>3</sup>	Y
A17 Catering	N		N	PB	PB	PB	N	Y	Y	Y	Y	Y	Y	Y
A18 Function hall	N		N	PB	PB	PB	N	Y	Y	Y	Y	Y	Y	Y
<b>A19 Agricultural with Poultry, parcel under 5 acres</b>	<b>Y<sup>5</sup></b>		<b>Y<sup>5</sup></b>	<b>Y<sup>5</sup></b>	<b>Y<sup>5</sup></b>	<b>Y<sup>5</sup></b>	<b>Y<sup>5</sup></b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>N</b>

NOTES:

1. But N if occupying more than 50% of the floor area occupied by the principal use and not more than five persons employed on the premises in the DC District and CI District and not more than 10 persons in the CII District and O District.
2. Provided that no more than 25% of the total floor space is used for display or retailing.
3. Such uses shall be restricted to seasonal operations only.
4. Accessory retail sales within a Country Store, as defined in §185-3, shall not exceed 50% of the establishment's floor area open to the public.
- 5. Any related structure shall be to the rear of the property's primary building, and at least 25 feet from side and rear property lines.**

The foregoing Zoning By-law amendment shall take effect in accordance with the Franklin Home Rule Charter and Massachusetts General Law Chapter 40A, Section 5.

---

**DATED:** \_\_\_\_\_, 2018

**VOTED:**

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

**A True Record Attest:**

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

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

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

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

---

**Glenn Jones, Clerk**

# Town of Franklin

Tel: (508) 520-4907

Fax: (508) 520-4906



**Planning Board**  
355 East Central Street  
Franklin, Massachusetts 02038-1352

July 24, 2018

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

## **CERTIFICATE OF VOTE**

Zoning By-law Amendment #18-816

§185 Use Regulations Schedule Parts I and VII, Attachments 2 and 8

**Petitioner:** Town Administration

Dear Mrs. Burr:

Please be advised that at its meeting on Monday, July 23, 2018 the Planning Board, upon motion duly made and seconded, voted (5-0-0) to **RECOMMEND**, *as presented*, to the Town Council the amendment of Zoning By-law #18-815, Use Regulations Schedule Parts I and VII, Attachments 2 and 8.

If you have any questions concerning this decision, please contact the planning staff or me.

Sincerely,

  
Anthony Padula  
Chairman, Planning Board

cc: Town Council  
Town Administrator  
Deputy Town Administrator

RECEIVED  
2018 JUL 24 P 1:09  
TOWN OF FRANKLIN  
TOWN CLERK



TOWN OF FRANKLIN  
TOWN CLERK  
2018 JUN 25 P 3:08  
RECEIVED

## Town of Franklin



## Planning Board

The following notice will be published in the Milford Daily Newspaper on  
Monday, July 9, 2018 and Monday, July 16, 2018

---

In accordance with the provisions of M.G.L. Chapter 40A, Section 5, notice is hereby given that the Planning Board will hold a Public Hearing on July 23, 2018 at 7:10 PM and the Town Council will hold a Public Hearing on August 8, 2018 at 7:10 PM in the Town Council Chambers of the Municipal Building, 355 East Central Street, to consider amending Chapter 185, Use Regulations Schedule Parts I and VII. Requirements of the Code of the Town of Franklin as follows:

### **ZONING BY-LAW AMENDMENT 18-816**

**Changes to §185, Use Regulations Schedule Parts I and VII, Attachments 2 and 8.**

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:

Chapter 185 of the Code of the Town of Franklin is hereby amended by allowing poultry set back from the side and rear of any structure be a minimum of 25 feet.

Please contact the Department of Planning & Community Development at 508-520-4907 if you require further information or if you need to make arrangements to provide translation services for the hearing impaired or for persons with language barriers.

Anthony Padula, Chairman  
Franklin Planning Board

Matt Kelly, Chairman  
Franklin Town Council

# **FRANKLIN PLANNING & COMMUNITY DEVELOPMENT**

355 EAST CENTRAL STREET, ROOM 120  
FRANKLIN, MA 02038-1352  
TELEPHONE: 508-520-4907  
FAX: 508-520-4906

## **MEMORANDUM**

**TO: JEFFREY D. NUTTING, TOWN ADMINISTRATOR**  
**FROM: BRYAN W. TABERNER, AICP, DIRECTOR**  
**RE: ZONING BYLAW AMENDMENT 18-818: MAXIMUM BUILDING HEIGHT  
DIMENSIONAL REGULATIONS**  
**CC: JAMIE HELLEN, DEPUTY TOWN ADMINISTRATOR  
AMY LOVE, PLANNER**  
**DATE: JUNE 28, 2018**

---

As you know the Economic Development Committee has debated the issue of maximum building heights during its recent meetings. Originally maximum building heights in the Commercial I Zoning District was the main subject of discussion, but other commercial and business Zoning Districts were eventually included. Consensus was reached at their June 20, 2018 meeting; the Committee voted to send the proposed amendments to the full Council for consideration.

DPCD has developed a zoning bylaw amendment related to maximum building heights in the following zoning districts: Commercial I (CI), Commercial II (CII), Downtown Commercial (DC), and Business (B). Below is a summary of current and proposed regulation.

### Current Maximum Building Height By Right

Currently all four zoning districts allow up to 3 stories and a maximum height of 40 feet by-right; no changes are proposed for by-right maximum building height.

### Current Maximum Building Height By Special Permit

Downtown Commercial Zoning District. In the DC zoning district up to 4 stories and/or 50 feet, whichever is less, may be permitted by a Special Permit from the Planning Board provided the structure is set back at least 15 feet from frontage.

Commercial I Zoning District. Up to 5 stories and/or 60 feet, whichever is greater, may be permitted by a special permit from the Planning Board.

Commercial II and Business Zoning Districts. A special permit for additional height is not currently an option for development within the Commercial II or Business Zoning Districts.

### Proposed Maximum Building Height By Special Permit

The proposed bylaw Amendment would allow developers to apply for a Planning Board special permit for building heights up to 50 feet in each of the four zoning districts.

In addition, the Zoning Bylaw amendment would eliminate the specific number of stories that may be allowed by special permit in each of the four zoning districts, giving developers/property owners more flexibility with building design.

The chart below provides a summary of proposed changes.

Zoning District	Maximum Building Height Allowed By Right		Maximum Height that <u>May</u> be Allowed by Planning Board Special Permit			
			Current Regulation		Proposed Regulation	
	Stories	Feet	Stories	Feet	Stories	Feet
DC	3	40	4 <sup>1</sup>	50 <sup>1</sup>	NA <sup>4</sup>	50 <sup>5</sup>
CI	3	40	5 <sup>2</sup>	60 <sup>2</sup>	NA <sup>4</sup>	50
CII	3	40	No <sup>3</sup>	No <sup>3</sup>	NA <sup>4</sup>	50
B	3	40	No <sup>3</sup>	No <sup>3</sup>	NA <sup>4</sup>	50

Notes:

<sup>1</sup> Up to 4 stories and/or 50 feet, whichever is less, may be permitted by a Special Permit from the Planning Board provided the structure is set back at least 15 feet from frontage.

<sup>2</sup> Up to 5 stories and/or 60 feet, whichever is greater, may be permitted by a special permit from the Planning

<sup>3</sup> Special permit for additional height is not currently an option.

<sup>4</sup> Not applicable. The number of stories is not important, only the maximum build height.

<sup>5</sup> Buildings up to 50 feet in height may be permitted by a special permit from the Planning Board provided the structure is set back at least 15 feet from frontage.

#### Why Change Commercial I Regulations?

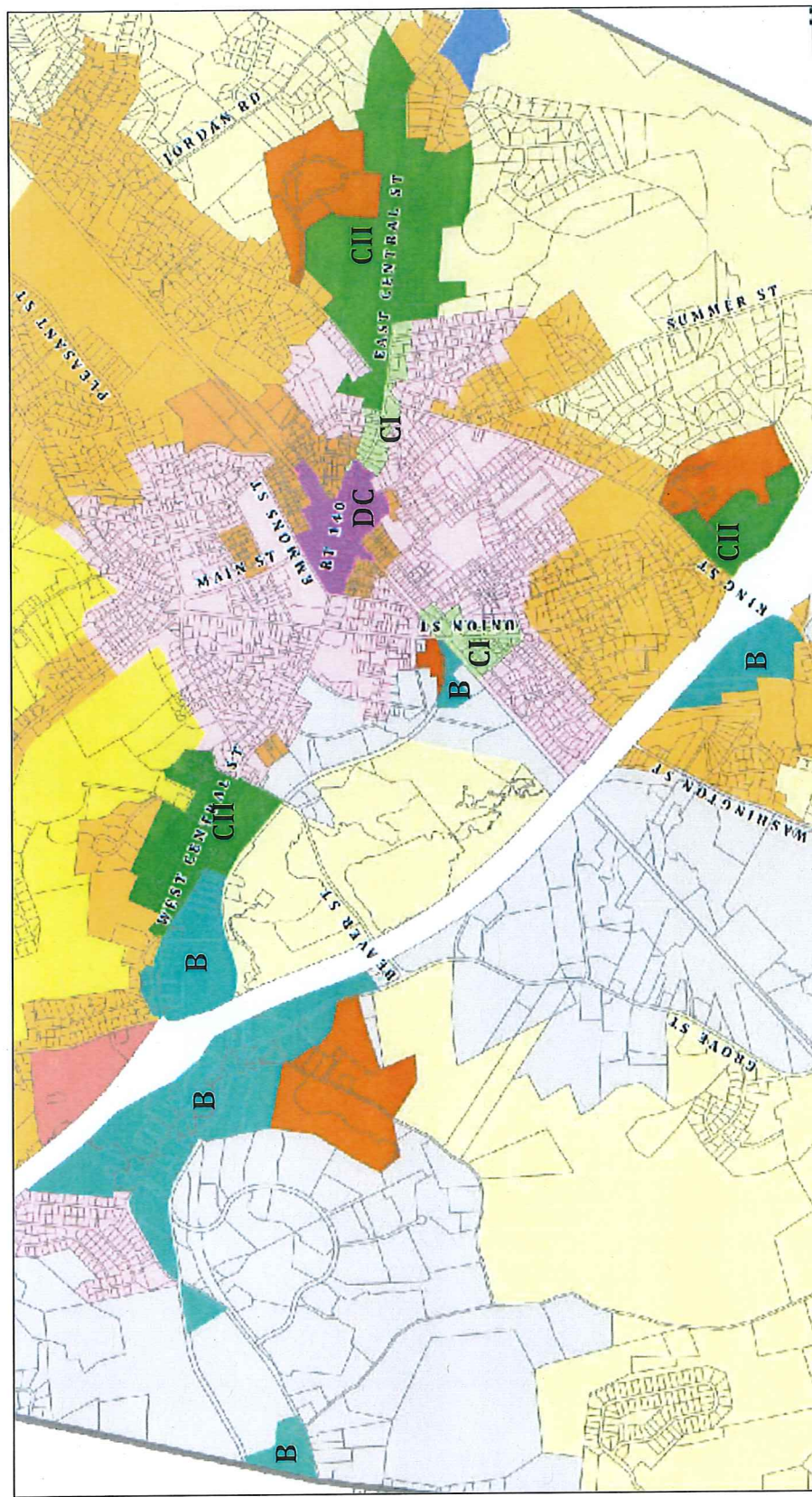
Town staff recommend changing the maximum height allowed by special permit in C1 to 50 feet. The CI Zoning District is generally along Union Street and Cottage Street, as well as on East Central Street near the King/Chestnut Street intersection. The buildings are generally smaller/shorter buildings than in the Downtown area. Having a 60 foot building in these areas would be completely out of character, especially in the Union/Cottage Street neighborhood.

Attached are the following:

- Diagram showing the location of Franklin's commercial and business Zoning Districts;
- Zoning Bylaw Amendment 18-818: Maximum Building Height Dimensional Regulations.

Please let me know if you have questions or require additional information.

# Location of Franklin's Commercial and Business Zoning Districts



	<b>B</b>
	<b>CI</b>
	<b>CII</b>
	<b>DC</b>
	<b>Commercial District</b>

June 28, 2018  
Franklin DPCD



**FOR DISCUSSION**

District	Current Stories By right	Current Height By right	Stories BY SP	Current Height SP	Proposed Change Special Permit	Proposed Ideas
Industrial	3	40	N/A	60		No Change
Downtown C1	3	40	4	50		
Business C2	3	40	5	60	50	The Cake Bar is 38 feet Make same as Downtown
	3	40	N/A		50	Increase height
	3	40	N/A		50	Increase height Municipal building is 37 feet

Business and C2 currently have 3 stories and 40 feet by right. This would change C1, C2 and Business to 50 feet by special permit and eliminate the number of stories by special permit in all zones listed

**Why reduce Height in C1-**

C1 is at generally along Union Street and Cottage Street. The buildings are generally smaller/short buildings Having a 60 foot building in that neighborhood would be completely out of character C1 on East Central from Ruggles to King street on the East side and to Lewis Street on the West side Having buildings higher than in Downtown makes no sense. Most of the structures are two stories A jump to five stories would be out of character

Business Zone is at the Franklin Village Mall and in two locations on the West side of 495 One at exit 16 and the other at exit 17

**Red Final recommendation to be determined by subcommittee**

**TOWN OF FRANKLIN**  
**ZONING BY-LAW AMENDMENT 18-818R:**  
**MAXIMUM BUILDING HEIGHT DIMENSIONAL REGULATIONS**  
**A ZONING BY-LAW TO AMEND THE FRANKLIN TOWN CODE AT**  
**CHAPTER 185, SCHEDULE OF LOT, AREA, FRONTAGE, YARD**  
**AND HEIGHT REQUIREMENTS**

**BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:**

Chapter 185 of the Code of the Town of Franklin is hereby amended by the following **additions and deletions** to §185, Attachment 9 Schedule of Lot, Area, Frontage, Yard and Height Requirements:

Schedule of Lot, Area, Frontage, Yard and Height Requirements

District	Minimum Lot Dimensions				Minimum Yard Dimensions			Maximum Height of Building		Maximum Impervious Coverage of Existing Upland	
	Area (square feet)	Continuous Frontage (feet)	Depth (feet)	Lot Width (minimum circle diameter)	Front (feet)	Side (feet)	Rear (feet)	Stories	Feet	Structures	Structures Plus Paving <sup>3</sup>
Rural Residential I	40,000	200	200	180 <sup>4</sup>	40	40	40	3	35	20	25
Residential VI	40,000	200	200	180 <sup>4</sup>	40	40	40	3	35	20	25
Residential VII <sup>11</sup>	40,000	200	200	180 <sup>4</sup>	40	40	40	3	35	20 <sup>12</sup>	25 <sup>12</sup>
Rural Residential II	30,000	150	200	135 <sup>4</sup>	40	35	35	3	35	20	25
Single Family Residential III	20,000	125	160	112.5	40	25	30	3	35	25	35
Single Family Residential IV	15,000	100	100	90	30	20	20	3	35	30	35
General Residential V	10,000	100	100	90	20	15	20	3	40	30	35
Neighborhood Commercial	18,000	100	100	90	20	30	40	3	35	30	35
Rural Business <sup>13</sup>	40,000	200	200	180	40	30	40	1.5	30	10	30
Downtown Commercial	5,000	50	50	45	5 <sup>10</sup>	0 <sup>2</sup>	15	3 <sup>9</sup>	40 <sup>9</sup>	80	90
Commercial I <sup>7</sup>	5,000	50	50	45	20 <sup>1</sup>	10 <sup>14</sup>	15	<del>3</del> <sup>6</sup> <del>3</del> <sup>15</sup>	<del>40</del> <sup>6</sup> <del>40</del> <sup>15</sup>	80	90
Commercial II	40,000	175	200	157.5	40	30	30	<del>3</del> <sup>3</sup> <del>3</del> <sup>15</sup>	<del>40</del> <sup>40</sup> <del>40</del> <sup>15</sup>	70	80
Business	20,000	125	160	112.5	40	20	30	<del>3</del> <sup>3</sup> <del>3</del> <sup>15</sup>	<del>40</del> <sup>40</sup> <del>40</del> <sup>15</sup>	70	80
Industrial	40,000	175	200	157.5	40	30 <sup>5</sup>	30 <sup>5</sup>	3 <sup>6</sup>	-	70	80
Limited Industrial	40,000	175	200	157.5	40	30 <sup>8</sup>	30 <sup>8</sup>	3 <sup>6</sup>	40 <sup>6</sup>	70	80
Office	40,000	100	100	90	20	30 <sup>5</sup>	30 <sup>5</sup>	3 <sup>6</sup>	40 <sup>6</sup>	70	80

Setbacks: No structure or pole carrying overhead wires shall be put up within 60 feet nor shall a billboard be erected within 100 feet of right-of-way which is 75 feet or more.

NOTES:

- <sup>1</sup> But no new structure shall be required to provide a deeper yard than that existing on that parcel upon adoption of this amendment.
- <sup>2</sup> Increase to 20 feet when abutting a residential district.
- <sup>3</sup> See definition of Upland §185-3, §185-36. Impervious Surfaces and §185-40. Water Resource District.
- <sup>4</sup> Within open space developments (see § 185-43), the lot width must be met for individual lots shall be no less than 1/2 those required within the underlying district.
- <sup>5</sup> Increase by the common building height of the structure, when abutting a residential use.
- <sup>6</sup> ~~Buildings up to 60 feet in height Up to 5 stories and/or 60 feet, whichever is greater,~~ may be permitted by a special permit from the Planning Board.
- <sup>7</sup> Permitted residential uses must observe requirements of General Residential V District for residential use building only. Mixed use buildings are exempt from this requirement.
- <sup>8</sup> Increase by 1.5 the common building height of a structure, when abutting a residential district or use.
- <sup>9</sup> ~~Buildings up to 50 feet in height Up to 4 stories and/or 50 feet, whichever is greater,~~ may be permitted by a special permit from the Planning Board provided the structure is set back at least 15 feet from frontage.
- <sup>10</sup> Minimum 5' setback required on first floor, street level; upper floors can overhang required first floor set back.
- <sup>11</sup> See §185-50.

<sup>12</sup> Total impervious surface in the upland shall be no more than 50% if a special permit for multiple, single-family dwelling units is granted in RVII.

<sup>13</sup> Maximum gross building footprint of non-residential primary use structures is 3,500 square feet.

<sup>14</sup> The 10 feet side setback is only required on one side of lot; if lot abuts a residential district, a twenty feet setback is required on the abutting side.

<sup>15</sup> Buildings up to 50 feet in height, regardless of the number of stories, may be permitted by a special permit from the Planning Board.

The foregoing Zoning By-law amendment shall take effect in accordance with the Franklin Home Rule Charter and Massachusetts General Law Chapter 40A, Section 5.

---

**DATED:** \_\_\_\_\_, 2018

**VOTED:**

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

**A True Record Attest:**

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

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

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

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

---

**Glenn Jones, Clerk**



# Town of Franklin



Planning Board  
355 East Central Street  
Franklin, Massachusetts 02038-1352

TOWN OF FRANKLIN  
TOWN CLERK  
2018 AUG -7 A 10:37  
RECEIVED

August 7, 2018

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

## CERTIFICATE OF VOTE

Zoning By-law Amendment #18-818  
§185 Attachment 9, Schedule of Lot, Area, Frontage, Yard and Height Requirements

**Petitioner:** Town Administration

Dear Mrs. Burr:

Please be advised that at its meeting on Monday, August 6, 2018 the Planning Board, upon motion duly made and seconded, voted (3-0-1) to **RECOMMEND**, with the following change, to the Town Council the amendment of Zoning By-law #18-818, Schedule of Lot, Area, Frontage, Yard and Height Requirements.

- Add to Footnote 14 “regardless of the number of stories..”, see attached revision

If you have any questions concerning this decision, please contact the planning staff or me.

Sincerely,

Anthony Padula  
Chairman, Planning Board

cc: Town Council  
Town Administrator  
Deputy Town Administrator

185 Attachment 9  
Schedule of Lot, Area, Frontage, Yard and Height Requirements

District	Minimum Lot Dimensions				Minimum Yard Dimensions			Maximum Height of Building			Maximum Impervious Coverage of Existing Upland	
	Area (square feet)	Continuous Frontage (feet)	Depth (feet)	Lot Width (minimum circle diameter)	Front (feet)	Side (feet)	Rear (feet)	Stories	Feet	Structures	Structures Plus Paving <sup>3</sup>	
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Single Family Residential III	20,000	125	160	112.5	40	25	30	3	35	25	35	
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Commercial I <sup>7</sup>	5,000	50	50	45	20 <sup>1</sup>	0 <sup>2</sup>	15	3 <sup>6</sup> 3 <sup>14</sup>	40 <sup>6</sup> 40 <sup>14</sup>	90	100	
Commercial II	40,000	175	200	157.5	40	30	30	3 <sup>3</sup> 3 <sup>14</sup>	40 40 <sup>14</sup>	70	80	
Business	20,000	125	160	112.5	40	20	30	3 <sup>3</sup> 3 <sup>14</sup>	40 40 <sup>14</sup>	70	80	
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Setbacks: No structure or pole carrying overhead wires shall be put up within 60 feet nor shall a billboard be erected within 100 feet of right-of-way which is 75 feet or more.

NOTES:

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- <sup>7</sup> Permitted residential uses must observe requirements of General Residential V District for residential use building only. Mixed use buildings are exempt from this requirement.
- <sup>8</sup> Increase by 1.5 the common building height of a structure, when abutting a residential district or use.
- <sup>9</sup> Buildings up to 50 feet in height up to 4 stories and/or 50 feet, whichever is greater, may be permitted by a special permit from the Planning Board provided the structure is set back at least 15 feet from frontage.
- <sup>10</sup> Minimum 5' setback required on first floor, street level; upper floors can overhang required first floor set back.
- <sup>11</sup> See §185-50.
- <sup>12</sup> Total impervious surface in the upland shall be no more than 50% if a special permit for multiple, single-family dwelling units is granted in RVII.
- <sup>13</sup> Maximum gross building footprint of non-residential primary use structures is 3,500 square feet.
- <sup>14</sup> Buildings up to 50 feet in height, regardless of the number of stories, may be permitted by a special permit from the Planning Board.

# **FRANKLIN PLANNING & COMMUNITY DEVELOPMENT**

355 EAST CENTRAL STREET, ROOM 120  
FRANKLIN, MA 02038-1352  
TELEPHONE: 508-520-4907  
FAX: 508-520-4906

## **MEMORANDUM**

**TO: JEFFREY D. NUTTING, TOWN ADMINISTRATOR**  
**FROM: BRYAN W. TABERNER, AICP, DIRECTOR**  
**RE: ZONING BYLAW AMENDMENT 18-820. ZONING MAP CHANGES ON OR NEAR KING STREET, SUMMER STREET, LAWRENCE DRIVE, AND UNCAS AVE**  
**CC: JAMIE HELLEN, DEPUTY TOWN ADMINISTRATOR;  
AMY LOVE, PLANNER; MAXINE KINHART**  
**DATE: AUGUST 23, 2018**

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The Department of Planning and Community Development (DPCD) and other Town staff are undergoing a project to better define the Town's zoning districts by following parcel lines. Where parcels are within two or more zoning districts the subject Zoning Map Amendment will move the Zoning District line so each parcel is only in one zoning district, in most cases based on the current land use.

If Town Council supports the proposed zoning map amendment, DPCD recommends they refer Zoning By-law Amendment 18-820 to the Planning Board for a Public Hearing.

Attached are the following:

- A list of parcels proposed for rezoning;
- Zoning By-law Amendment 18-820: Zoning Map Changes from Rural Residential I & Single Family Residential III, Rural Residential I & Single Family Residential IV, Single Family Residential III & Single Residential IV, or Commercial I & Single Family Residential IV, to Rural Residential I, Single Family Residential III, or Single Family Residential IV, an area on or Near King Street, Summer Street, Lawrence Drive, and Uncas Ave; and
- A diagram with two maps: one showing the current zoning in the area, and one showing proposed Zoning Map changes.

Please let me know if you have questions or require additional information.





**Proposed Zoning Map Amendment 18-820**

Purpose: Better define Zoning District boundaries by following parcel lines.

**From Rural Residential I & Single Family Residential III, Rural Residential I & Single Family Residential IV,  
Single Family Residential III & Single Family Residential IV, or Commercial I & Single Family Residential IV  
To Rural Residential I, Single Family Residential III, or Single Family Residential IV  
An Area On Or Near King Street, Summer Street, Lawrence Drive, and Uncas Ave**

Parcel	Location	Size (acres)	Owners	From	To
285-019-000-000	62 Lewis Street	0.51185	J.M. Sturniolo	RRI & SFRIV	SFRIV
285-021-000-000	70 Lewis Street	4.22000	M. Dirosario. J. Dirosario	RRI & SFRIV	RRI
285-078-004-000	90-92 Uncas Ave	1.14500	Walsh Brothers Building Co. Inc	SFRIII & SFRIV	SFRIV
285-078-005-000	86-88 Uncas Ave	1.71300	Walsh Brothers Building Co. Inc	SFRIII & SFRIV	SFRIII
285-078-006-000	82-84 Uncas Ave	1.34300	Walsh Brothers Building Co. Inc	SFRIII & SFRIV	SFRIII
285-082-000-000	Daddario Street	1.44400	E. Bussaglia	SFRIII & SFRIV	SFRIV
285-088-000-000	12-14 King Street	0.65158	R. R. Catalano	CI & SFRIV	SFRIV
286-003-000-000	52 King Street	0.69559	D. A. Colace	SFRIII & SFRIV	SFRIV
286-050-000-000	24 Cross Street	0.35420	S. Yang	CI & SFRIV	SFRIV
297-012-000-000	277 Summer Street	0.72592	C. S. Mendell III. J. Boisvert	RRI & SFRIII	SFRIII
297-013-000-000	273 Summer Street	0.63572	L.J. Marguerite JR, B. Marguerite	RRI & SFRIII	SFRIII
297-014-000-000	Summer Street	2.89700	Town of Franklin	RRI & SFRIII	SFRIII
297-030-001-000	Sandy Lane	0.44812	R.L. Stewart. c/o Ann Fazio	RRI & SFRIII	SFRIII
297-035-000-000	10 Lawrence Drive	0.46008	S. Sherlock. D. P. Sherlock	RRI & SFRIII	SFRIII
297-212-000-000	7 Penny Lane	2.62700	H. Mahadevan. S. Kolamuri	RRI & SFRIII	RRI
298-007-000-000	120 Lewis Street	2.79000	J. E. McGann	RRI & SFRIV	RRI
298-025-000-000	65 Crocker Ave	2.84500	A.J. Lampason Jr. M.K. Lampason	SFRIII & SFRIV	SFRIII
303-008-000-000	9 Lawrence Drive	0.91827	R.J. Scannell. S.M. Scannell	RRI & SFRIII	RRI
303-017-000-000	19 Susans Way	0.92599	M.S. Coscia. M.M. Coscia	RRI & SFRIII	RRI
303-018-000-000	15 Susans Way	0.76159	R.J. Palladino. L.S. Palladino	RRI & SFRIII	SFRIII
303-022-000-000	300 King Street	2.43000	D.P. Lacourse-Cronk	RRI & SFRIII	SFRIII
303-023-000-000	326 King Street	2.59000	D.R. Lacourse. P. Lacourse	RRI & SFRIII	SFRIII
303-026-000-000	6 Lockwood Drive	0.91832	M. Mahdyiar. M. Rezvani	RRI & SFRIII	RRI
303-039-000-000	7 Lockwood Drive	1.39600	Town of Franklin	RRI & SFRIII	SFRIII

RRI = Rural Residential I 35.44723

SFRIII = Single Family Residential III

SFRIV = Single Family Residential IV

CI = Commercial I

8/23/2018

Franklin DPCD

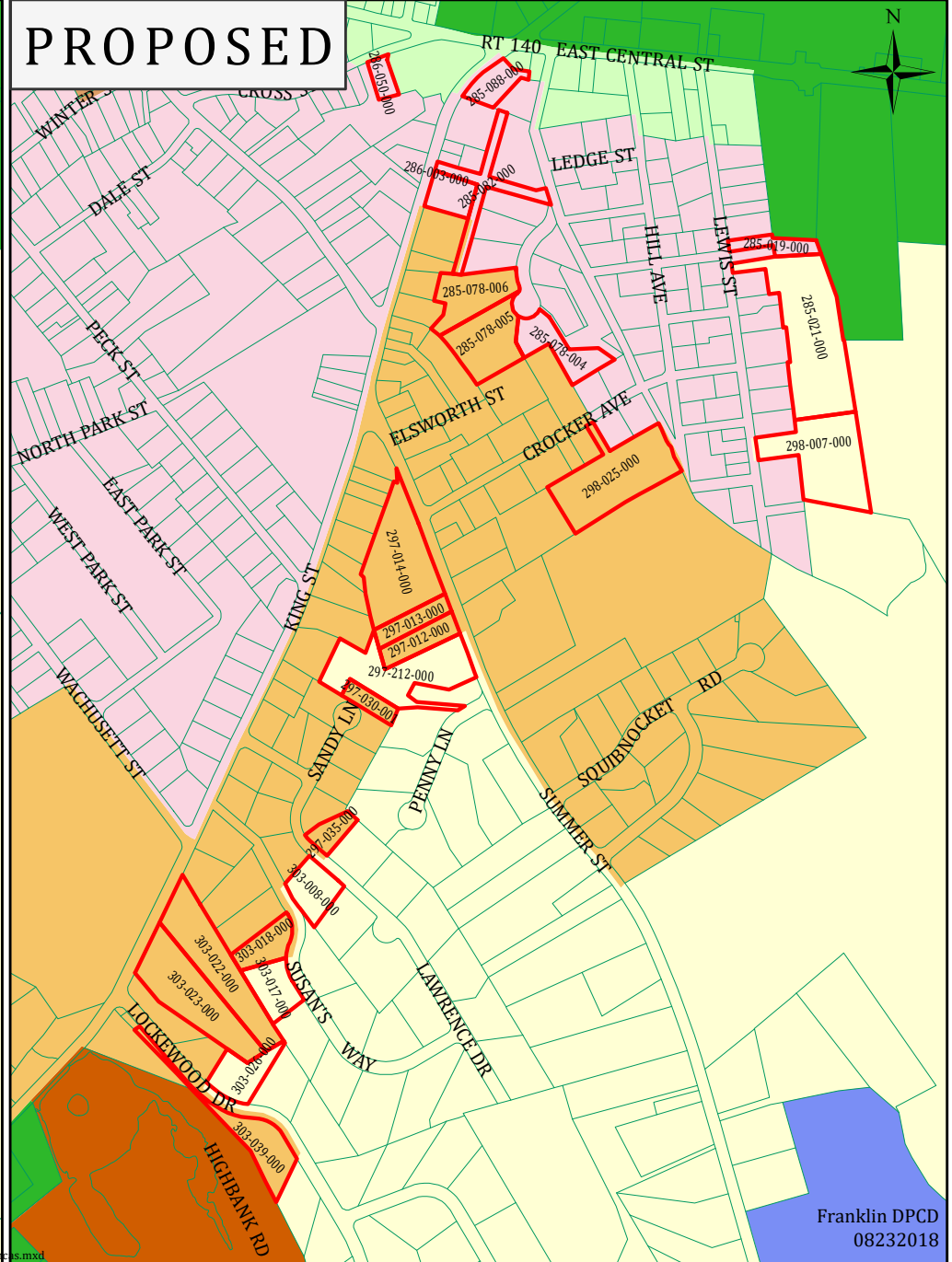
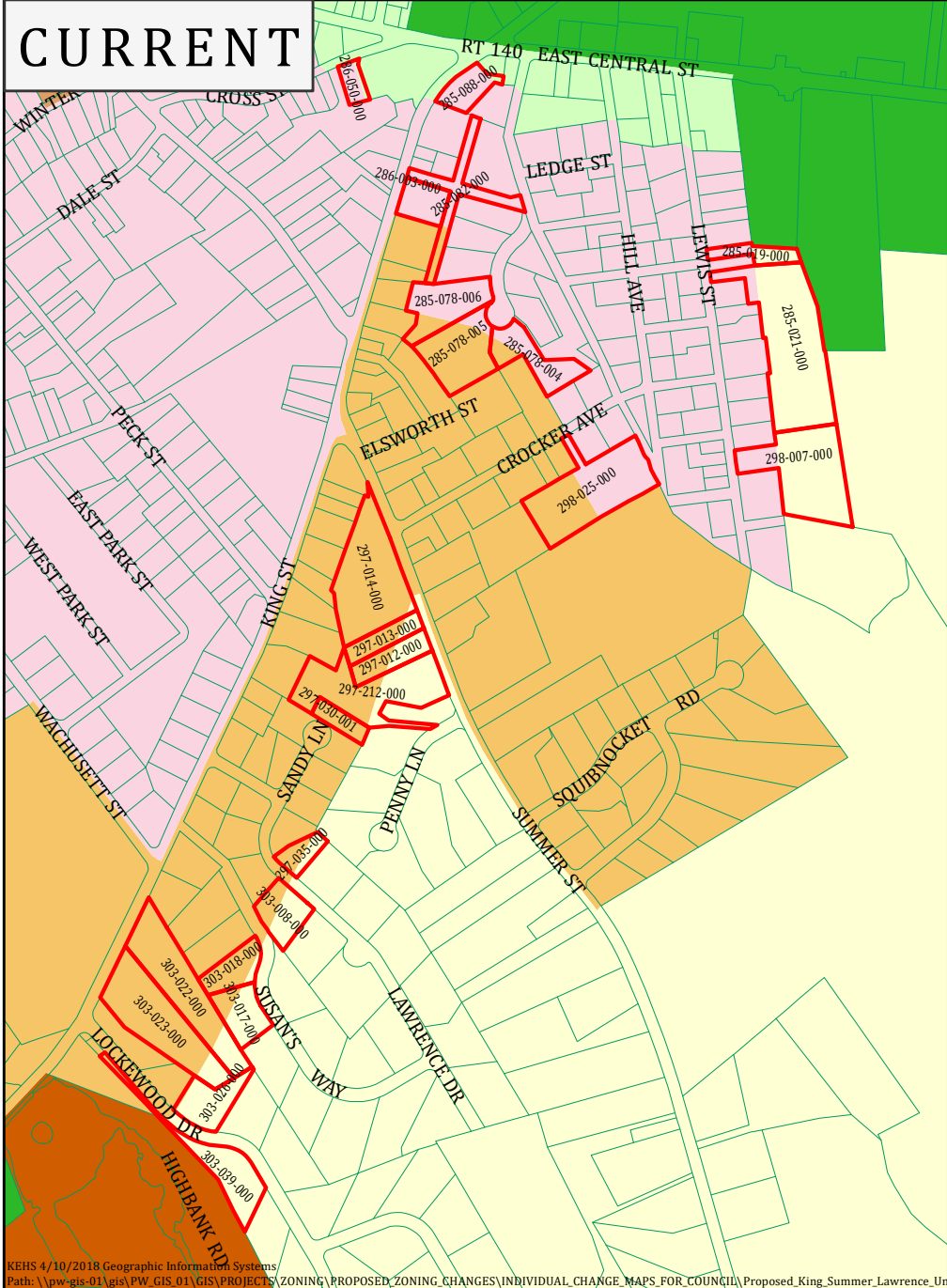
# Proposed Zoning Map Changes, An Area On Or Near King Street, Summer Street, Lawrence Drive & Uncas Ave

Rural Residential (RR) I & Single Family Residential (SFR) III, RRI & SFRIV,  
SFRIII & SFRIV, or Commercial I & SFRIV to RRI, SFRIII, or SFRIV

- Commercial I
- Commercial II
- General Residential V
- Residential VI
- Rural Residential I
- Single-Family III
- Single-Family IV
- Area of Proposed Change
- Parcel Line

18-820

0 150 300 600 900 1,200 Feet



# OFFICE OF THE TOWN ADMINISTRATOR

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## MEMORANDUM

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**DATE:** July 23, 2018  
**TO:** Town Council  
**FROM:** Jeffrey D. Nutting, Town Administrator  
**RE:** Parking in Downtown

---

After two neighborhood meetings with residents of West, East, Union, Nason, and Church Ave, etc. We are recommending that the parking restrictions be expanded as outlined in the proposed map. No parking on one side of some streets and 2 hours parking 6 AM to 10 AM in other areas. This will allow the neighborhood to have consistent parking regulations.

Further we have striped spaces in the neighborhood to ensure that the folks can get out of their driveways, the trash can get pick-up and the cars are not parked to close to curbs.

We are hopeful the stripe space, expanded parking regulations and the changes made by Dean College will improve the parking problem in the neighborhood.

We will monitor the parking and if further actions are requires we will advise the Council.

**Cc:** Thomas Lynch, Police Chief  
Robert Cantoreggi, Public Works Director





Sponsor: Administration

**TOWN OF FRANKLIN  
BYLAW AMENDMENT 18-819  
CHAPTER 170, VEHICLES AND TRAFFIC**

**A BYLAW TO AMEND THE CODE OF THE TOWN OF FRANKLIN AT CHAPTER 170, VEHICLES AND TRAFFIC AT ARTICLE IV, STOPPING, STANDING AND PARKING, §170-15 PARKING PROHIBITIONS AND LIMITATIONS D. PARKING PROHIBITED.**

**BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL** that Chapter 170 of the Code of the Town of Franklin Vehicles and Traffic, Article IV, Stopping, Standing and Parking, §170-15 Parking Prohibitions and Limitations D. Parking Prohibited is hereby amended as follows:

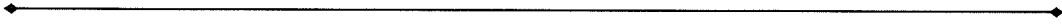
§170-15 Parking prohibitions and limitations.

No person shall stand or park any vehicle at any time:

- A. Upon streets or parts thereof where such a prohibition is posted.
- B. At bus stops, except buses, and no person shall park a bus within a business district at any place other than a bus stop when a nearby bus stop is available.
- C. At taxicab stands, except taxicabs, and no person shall park a taxicab upon any street within a business district at any place other than the taxicab stand or stands designated for the use of this taxicab or taxicabs, except while engaged or while waiting for an opportunity to use a taxicab stand designated for his use.
- D. Parking prohibited.

(1) Downtown Parking District: Boundaries are those contained on map captioned "Downtown Parking District" prepared by Town of Franklin Engineering Department ~~dated July 13, 2016~~ **and created July 13, 2016 and revised July 31, 2018** on file with the Town Clerk, a copy of which is appended hereto as "Attachment 1"; prohibitions and limitations on streets contained within the district are shown on said map.

This bylaw amendment shall become effective according to the provisions of the Franklin Home Rule Charter.



DATED: \_\_\_\_\_, 2018

VOTED:  
UNANIMOUS \_\_\_\_\_  
YES \_\_\_\_\_ NO \_\_\_\_\_  
ABSTAIN \_\_\_\_\_  
ABSENT \_\_\_\_\_

A True Record Attest:








Teresa M. Burr  
Town Clerk

---

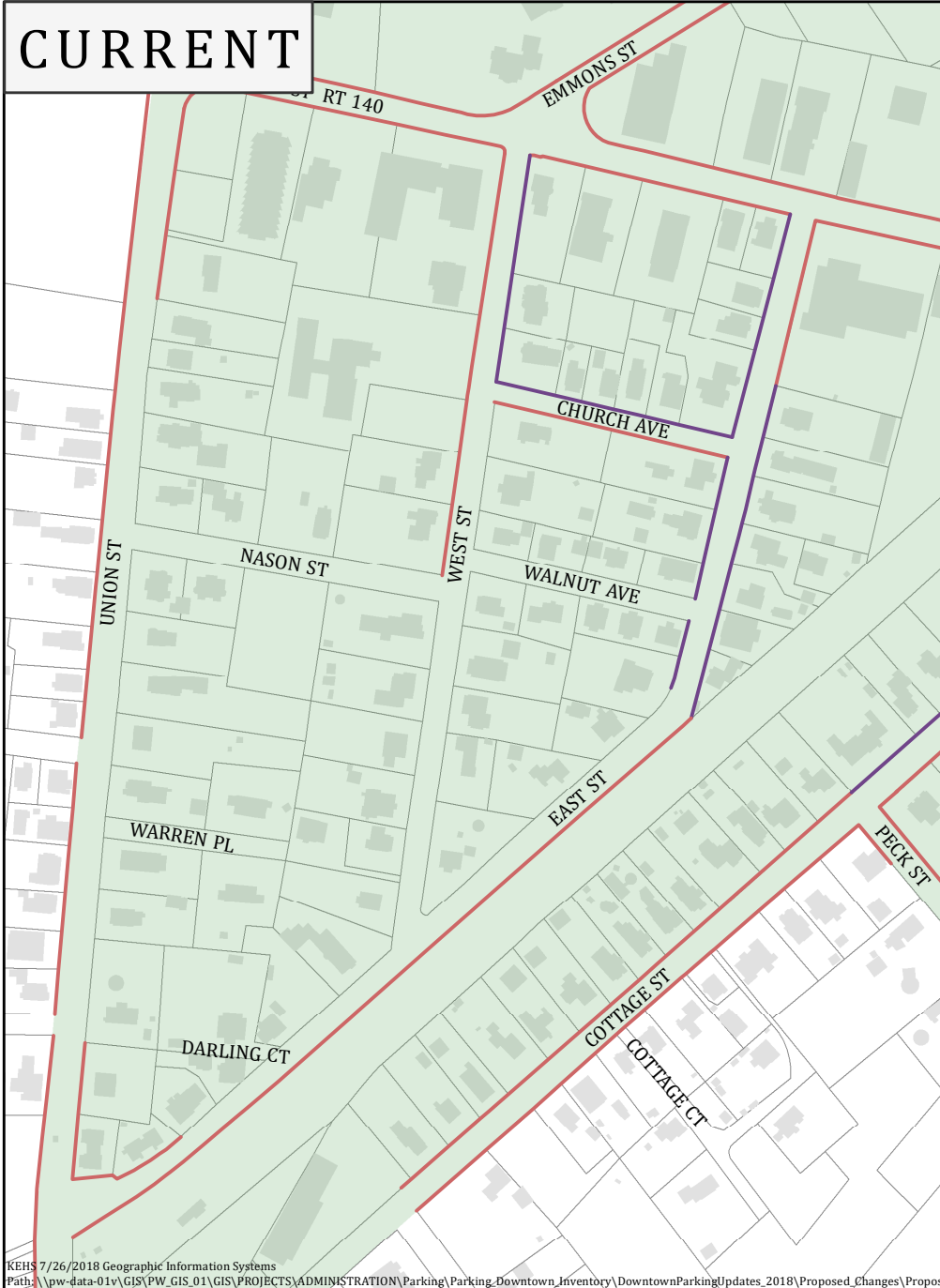
Glenn Jones, Clerk  
Franklin Town Council

# Proposed Downtown Parking District Changes

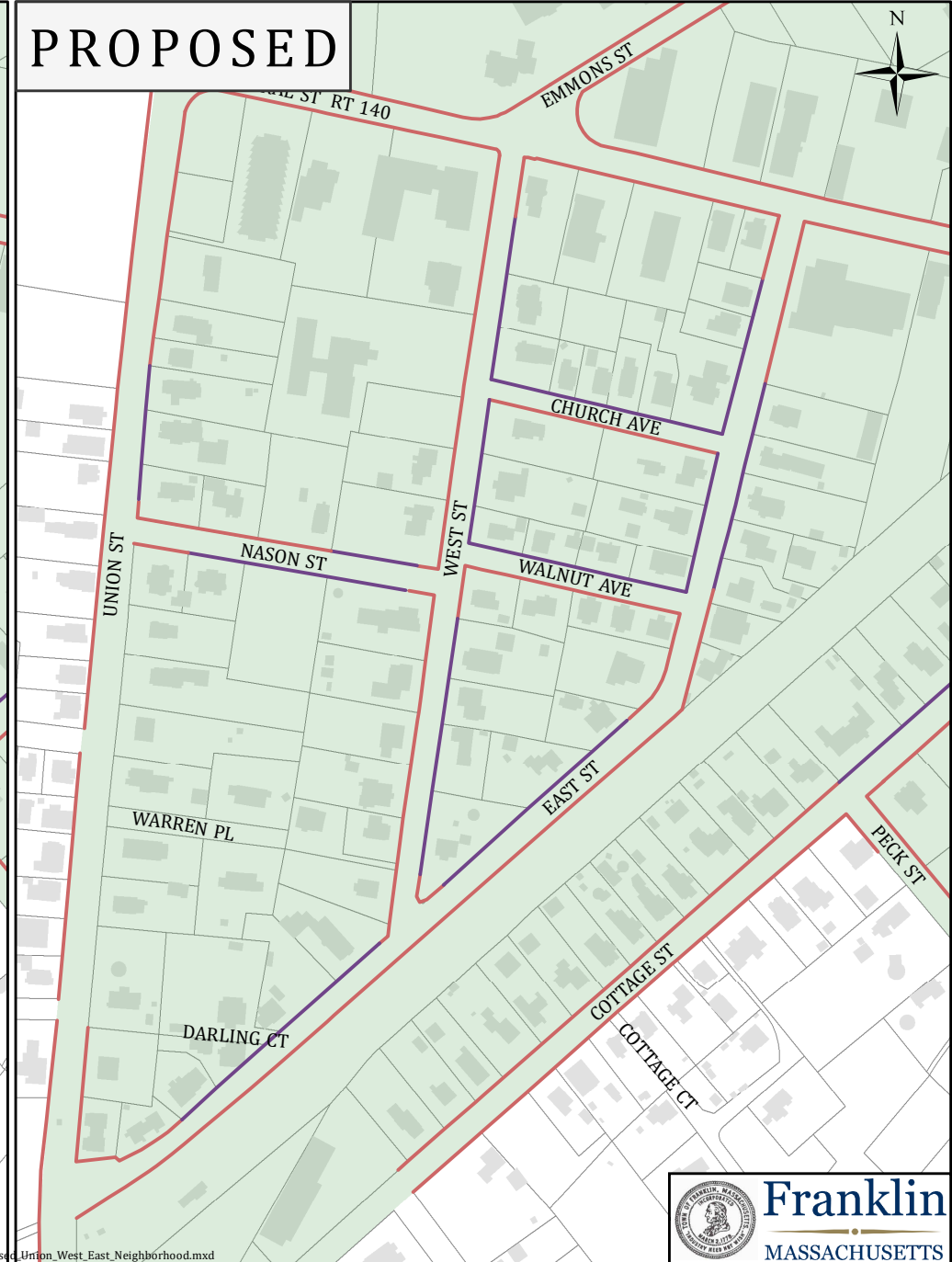
0 62.5 125 250 375 500 Feet

-  Merchant Permit 6am-2pm, M-F
-  2 HR 6am-10am, M-F
-  2 HR 8am-2pm, M-F
-  No Parking
-  Downtown Parking District
-  Building
-  Parcel

## CURRENT



## PROPOSED






# DOWNTOWN PARKING DISTRICT

- Parking Zones On Public Ways\***
- Merchant Permit 6am-2pm, M-F
  - 2 HR 6am-10am, M-F
  - 2 HR 8am-2pm, M-F
  - No Parking

- Handicapped Parking
- Loading Zone
- Downtown Parking District
- Building
- Parcel

\*All parking zones are subject to local bylaw §170-14, including, but not limited to, no parking within 20 feet of any intersecting way or 10 feet of a fire hydrant.

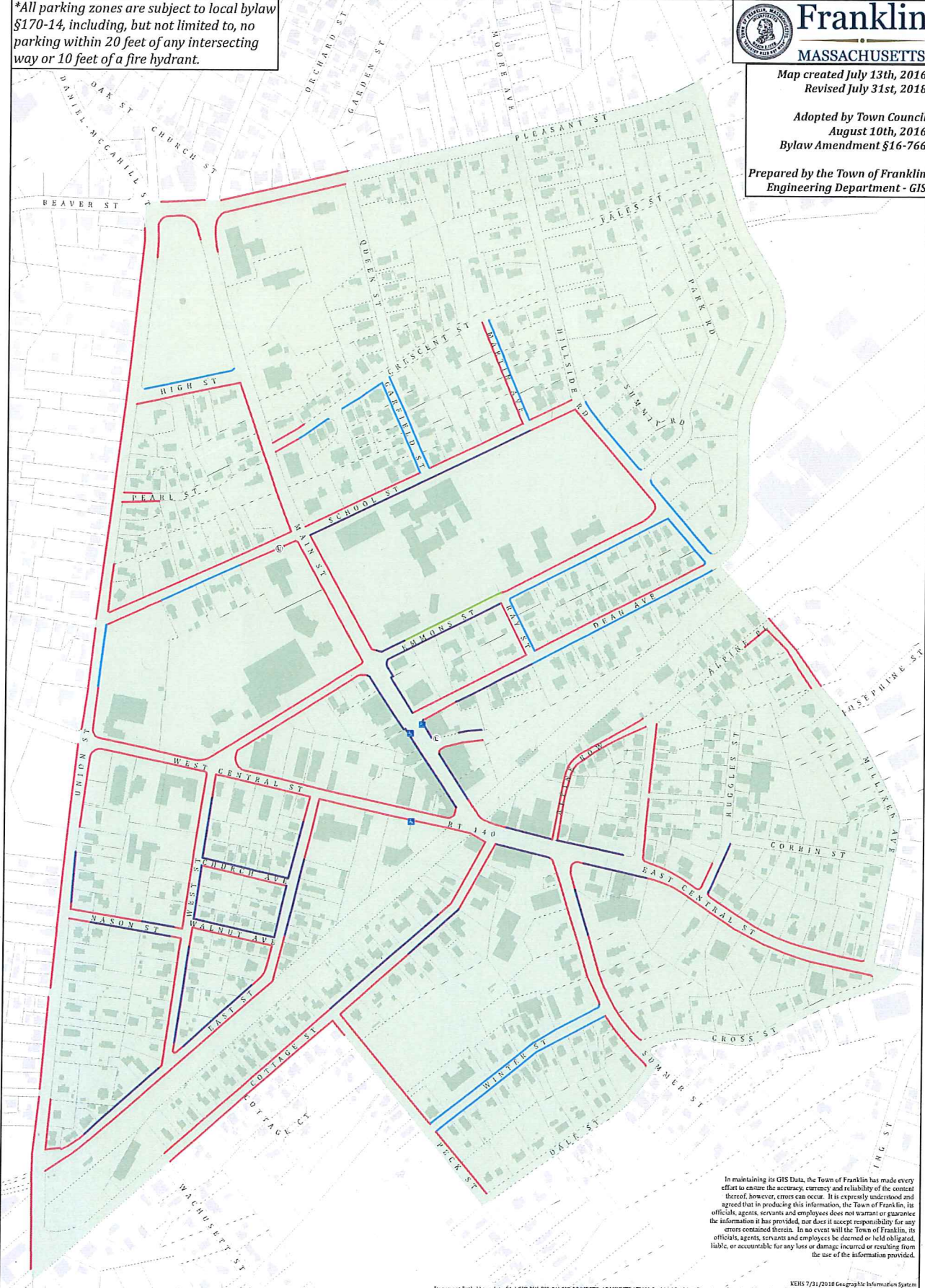
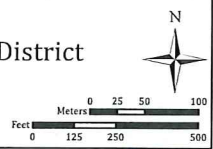


**Franklin**  
MASSACHUSETTS

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Adopted by Town Council  
August 10th, 2016  
Bylaw Amendment §16-766

Prepared by the Town of Franklin  
Engineering Department - GIS



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