



FRANKLIN TOWN COUNCIL

September 17, 2014
7:00 PM

A. APPROVAL OF MINUTES

B. ANNOUNCEMENTS – *This meeting is being recorded by Franklin TV and shown on Comcast channel 11 and Verizon channel 29. This meeting may be recorded by Franklin Matters.*

C. PROCLAMATIONS/RECOGNITIONS

D. CITIZEN COMMENTS

E. APPOINTMENTS – *Franklin Advisory Committee*

F. HEARINGS

G. LICENSE TRANSACTIONS

H. PRESENTATIONS/DISCUSSIONS – »*Ron Roux – Design Build, LLC*
 »*David McKearney, Board of Health*

I. SUBCOMMITTEE REPORTS

J. LEGISLATION FOR ACTION

- 1. Resolution 14-56: Franklin Advisory Committee*
- 2. Resolution 14-57: Support for House Bill 1840, Seniors and Retired Volunteers Act of 2013*
- 3. Resolution 14-58: Authorization to Issue Request for Proposals – Emmons Street Property*

K. TOWN ADMINISTRATOR'S REPORT

L. OLD BUSINESS

M. NEW BUSINESS

N. COUNCIL COMMENTS

O. EXECUTIVE SESSION – *Negotiations, Litigation, Real Property, as May Be Required*

P. ADJOURN

APPOINTMENTS



APPOINTMENT:

Franklin Advisory Committee

Deborah L. Pellegrini
181 Pleasant Street

Joseph F. Halligan Jr.
1 Newell Drive

Paul R. Compton
221 Pond Street

Richard Ciccone
185 Chestnut Street

MOTION to appoint the above named individuals to serve as Associate members of the Franklin Advisory Committee.

DATED: _____, 2014

A True Record Attest:

Deborah L. Pellegrini
Town Clerk

UNANIMOUS _____
YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council

PRESENTATIONS
AND
DISCUSSIONS

- RON ROUX – DESIGN BUILD, LLC
- DAVID MCKEARNEY – BOARD OF HEALTH

LEGISLATION

FOR

ACTION



TOWN OF FRANKLIN

RESOLUTION 14-56

FRANKLIN ADVISORY COMMITTEE

WHEREAS, The members of the Franklin Advisory Committee has a membership number of between 5 and 9 members; and

WHEREAS, The members feel that it would be beneficial to have Associate member positions and would like to have the ability to request appointment of up to 4 Associate members.

Now Therefore Be It Resolved That the Town Council of the Town of Franklin hereby approves the request by the Franklin Advisory Committee to add four Associate member positions to be appointed by the Town Council.

DATED: , 2014

VOTED: _____

UNANIMOUSLY: _____

A TRUE RECORD ATTEST:

YES: ____ **NO:** ____

ABSTAIN:____ **ABSENT:**____

Deborah L. Pellegrini
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council



TOWN OF FRANKLIN

RESOLUTION 14-57

Support for House Bill 1840, “Seniors and Retired Volunteers Act of 2013”

WHEREAS, The Town of Franklin and many towns in Massachusetts rely on Seniors who volunteer their time, energy and wealth of experience in support of Town needs such as office coverage during vacations, sick days, or peak workloads, they may help in the library, or landscaping, painting, or at the food pantry and the Senior Center, website work, teaching computer classes, work at schools or recording and broadcasting cable TV; and

WHEREAS, In return for this the Seniors receive a partial abatement of their property taxes; and

WHEREAS, The IRS has determined that this tax abatement is “equivalent income” and subject to taxation; and

WHEREAS, Massachusetts does not tax this abatement; and

WHEREAS, US House Bill 1840 “Seniors and Retired Volunteers Act of 2013” Amends the Internal Revenue Code to allow individuals who have attained age 60 or who are disabled an exemption from income and employment taxes for real property tax abatements received under a state or local program in which such individuals have provided services in exchange for such abatements.

Now, Therefore Be It Resolved, that the Town Council of the Town of Franklin supports House Bill 1840, “Seniors and Retired Volunteers Act of 2013” and asks Representative Kennedy for his support.

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

DATED: , 2014

VOTED: _____

A TRUE RECORD ATTEST:

UNANIMOUSLY: _____

YES: ____ **NO:** ____

ABSTAIN: ____ **ABSENT:** ____

Deborah L. Pellegrini
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council



TOWN OF MENDON

Mendon Town Hall
20 Main Street
Mendon, Massachusetts 01756
Telephone: (508) 473-2312
Fax: (508) 478-8241
BOS@mendonma.gov

Board of Selectmen:
Michael Goddard, Chair
Mark Reil
Rich Schofield

Honorable Representative McGovern *Kennedy*
12 East Worcester Street, Suite 1
Worcester, MA 01604

July 9, 2014

Dear Representative McGovern:

Currently, Massachusetts state law permits towns to opt to absolve up to \$1,000 in property taxes for senior citizens who work a certain number of community service hours. However, the Internal Revenue Service counts this benefit as taxable income, requiring seniors to pay for helping out in their community. Towns are then required to go through a lengthy paperwork process and as a result it makes it a costly decision for us to participate.

As a town in Massachusetts that participates in the Mass work-off abatement program for senior volunteers we write to ask for your support for H.B. 1840, the Senior and Retired Volunteers Act. This bill would waive the property tax benefit from counting for federal tax purposes, providing tax relief for seniors who want to give back to their communities. Additionally, it would relieve towns from staff hours and the burdens of unnecessary paperwork.

We thank you for your consideration on this important bill.

Sincerely,

Michael Goddard
Mark Reil
Rich Schofield
Board of Selectmen
Town of Mendon, Massachusetts

August 28, 2014

Ashland BOS	boardofselectman@ashlandma.com
Bellingham BOS	selectman@bellinghamma.org
Blackstone BOS	15 Saint Paul Street, Blackstone, MA 01504
Douglas BOS	skane@douglassma.org
Franklin Town Council	jnutting@franklin.ma.us
Grafton BOS	Town of Grafton, c/o BOS Office, 30 Providence Road, Grafton, MA 01519
Holliston BOS	lebeaup@holliston.k12.ma.us
Hopedale BOS	sbrouwer@hopedale-ma.gov
Hopkinton BOS	mpittman@hopkintonma.gov
Medway BOS	bos@townofmedway.org
Milford BOS	rvillani@milfordma.com
Millville BOS	execsec@millvillema.org
Northbridge BOS	ssusienka@nortrhbridgemass.org
Sutton BOS	d.jaques@town.sutton.ma.us
Upton BOS	brobinson@uptonma.gov
Uxbridge BOS	tante@uxbridge-ma.gov

I am writing this memo in the hope that you too will support US House of Representatives HB 1840 by writing to your US House Representative and indicating your support.

The background. Mendon has a tax abatement program that is designed to encourage seniors to volunteer their time, energy and wealth of experience in support of Town needs such as office coverage for 1 person offices during vacations, sick days or peak workloads, providing help for library, landscaping, painting, food pantry at Senior Center, website work, teaching computer courses, work at schools – office and classroom, and / or recording and broadcasting cable TV coverage of meetings, etc., in return for a partial abatement of their taxes. We know that many other towns have similar programs.

Unfortunately, the IRS has said that this tax abatement is equivalent to income and is taxing this as “equivalent income.” We feel that seniors are being unjustly taxed for helping the Town and by being taxed are in fact being discouraged from providing all the volunteer support the Town needs. As an interesting note, the State of Massachusetts does not agree with the Federal Government and is not taxing this “equivalent income.”

If you have a similar tax abatement program, we invite you to support US House bill HB 1840 “Seniors and Retired Volunteers Act of 2013 – Amends the Internal Revenue Code to allow individuals who have attained age 60 or are disabled an exemption from income and employment taxes for real property tax abatements received under a state or local program in which such individuals have provided services in exchange for such abatements.”

I am very interested in gaining support for and passing this piece of legislation because I feel that our seniors and our towns deserve our support. Will you please tell me what action you take, if any. And, please feel free to encourage other towns to support this piece of legislation also.

Dick Skinner
Mendon

Attached: Letter from the Mendon BOS to Representative McGovern supporting HB 1840

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: 150 EMMONS STREET PROPERTY RFP
CC: BETH A. WIERLING, TOWN PLANNER
DATE: SEPTEMBER 10, 2014

As you know the Economic Development Committee (EDC) voted in support of the 150 Emmons Street Property Request for Proposal (RFP) and asked that the issue be added to the September 17, 2014 Town Council Agenda.

Attached for review and consideration by Town Council is the RFP and related attachments. Section II of the RFP contains a list of minimum Proposal requirements, including a minimum bid price of \$475,000. In addition to general information about the Property contained in the RFP, DPCD staff have developed a web page, which contains 150 Emmons Street Property specific information, as well as general Town of Franklin reference documents:

(http://town.franklin.ma.us/Pages/FranklinMA_Planning/emmonsrfp).

DPCD staff are developing a marketing effort that will be implemented once Town Council votes to distribute the RFP. These efforts include purchasing an ad in a site selection periodical, communicating with State agencies/organizations (MOBD, MassDevelopment, MassEcon) and identifying a list of individuals and organizations that the RFP will be distributed.

Please let me know if you have questions. I will be in attendance at the September 17th Town Council meeting.



TOWN OF FRANKLIN

RESOLUTION 14-58

Authorization to Issue Request for Proposals – Emmons Street Property

WHEREAS, The Town Council has previously considered making a parcel of land located on Emmons Street and owned by the Town of Franklin available for development.

Now therefore, be it moved that that the Town Council authorizes the Town Administrator to work with the Director of Planning and the Director of Purchasing to issue a Request for Proposals that will include/but not be limited to the provisions as set forth in the attached draft Emmons Street RFP for the purpose of considering the sale of the Emmons Street parcel.

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

DATED: _____, 2014

VOTED: _____

UNANIMOUSLY: _____

A TRUE RECORD ATTEST:

YES: ____ **NO:** ____

ABSTAIN: ____ **ABSENT:** ____

Deborah L. Pellegri
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council

TOWN OF FRANKLIN
REQUEST FOR PROPOSALS (RFP)
DISPOSAL OF REAL PROPERTY

In accordance with the provisions of Massachusetts General Laws, Chapter 30B, §16 the Town of Franklin seeks written proposals to purchase and redevelop a highly visible property in Downtown Franklin, Massachusetts. The Town-owned *Emmons Street Property* (the Property) consists of one (1) 34,795+/- square feet (0.7988+/- acres) parcel at the corner of West Central and Emmons Streets. The Property is located on Route 140 at a key gateway to Franklin Center and adjacent to Dean College.

The Town hopes to hear from individuals and organizations who will present a wide variety of proposals for the redevelopment of the Emmons Street site. Multiple proposals (with alternative site plan and building designs) from the same developer are welcome.

Proposals that meet the minimum requirements in Section II, and basic submittal requirements outlined in Section III, will be rated as “responsive”, and shall be further evaluated in accordance with the comparative evaluation criteria outlined in Section IX.

The Town reserves the right to reject in whole or in part any and all proposals. This Request for Proposals may be cancelled if the Town determines that cancellation serves the best interests of the Town of Franklin.

Minimum Bid Price. Based upon a recent real estate appraisal, a minimum bid price for the Property has been established as \$475,000.

Proposal Deadline. Interested Developers are asked to submit an original (un-bound) and ten (10) copies of their Proposal to Franklin’s Purchasing Agent, by the 11:00 a.m. Tuesday December 2, 2014 submission deadline.

Site Visit. The Town will conduct an informal session and tour of the site at 10:30 a.m. on Wednesday, October 15, 2014. The Town requests interested parties meet at the Emmons Street site.

Additional Information: In addition to Property information contained in this RFP the Town invites you to examine reference documents found on the Town’s website:

(http://town.franklin.ma.us/Pages/FranklinMA_Planning/emmonsrfp).

All inquiries regarding to this RFP shall be directed to the Town’s Purchasing Officer:

John Bugbee, Purchasing Officer
Franklin Purchasing Department
355 East Central Street, Room 206
Franklin, MA 02038
Phone: 508-553-4866
Fax: 508-541-5253
Email: jbugbee@franklin.ma.us

I. PROPERTY DESCRIPTION

The Town of Franklin seeks written proposals to purchase and develop a strategically located, highly visible, property in Franklin, Massachusetts. The Town-owned ***Emmons Street Property*** (the Property) consists of one (1) parcel (Parcel 279-036-000) totaling 34,795+/- square feet (0.7988+/- acres).

Please note the Town requires that a minimum of twenty percent (20%) of the parcel consist of permanent green space. Of the required twenty percent permanent greenspace, the Town anticipates retaining a 5,000+ square feet easement for development of an entranceway park setting to include a sculpture of Horace Mann and related improvements. The proposed permanent public easement will be for public access and maintenance purposes. The proposed easement will be along both West Central and Emmons Streets and at a depth of at least 30 feet at the apex of the corner. Diagram 4 in Attachment A shows the approximate location of the proposed easement.

Attachment A contains a descriptive summary of the Property and the following diagrams: 1.) Existing conditions; 2.) Easement ROW Plans; 3.) Post HPP Project Diagram; and 4.) Diagram showing approximate location of proposed 5,000+ SF permanent public easement to be retained by the Town of Franklin. Several reference documents, including a Comprehensive Investigation and Analysis of Existing Conditions report developed in 2012, are available on the Town's web site. A list of these available resources is within Attachment B of this document. **Development Teams should examine all available information and materials. Failure to do so will be at Development Team's risk.**

II. PROJECT GOALS AND ALLOWED USE OF THE SITE

Minimum Town Requirements for Site Development

Below is a short list of conditions that are required of all proposals. Any Firm desiring consideration that submits a proposal not meeting these "initial" minimum qualifications/requirements will be determined to be non-responsive and disqualified from any further review.

At a minimum, the following conditions will be required of all Proposals:

- Demolition of the existing building.
- Development of the site for uses currently allowed by-right or by special permit. Please refer to the Town of Franklin's Zoning Bylaw.
- The Town anticipates retaining a 5,000+ square feet easement for development of an entranceway park setting. The easement will be along both West Central and Emmons Streets and at a depth of at least 30 feet at the apex of the corner (see Diagram 4 in Attachment A).
- At least 20% of the parcel will be permanent green space, including the proposed 5,000+ square feet public easement mentioned above.
- Nonprofit Use: Any nonprofit user will be expected to sign a "payment-in-lieu of taxes" (PILOT) agreement acceptable to the Town;
- Price: The minimum bid price for the property, as voted by Franklin Town Council, is **\$475, 000** with the stipulations contained in this RFP.
- Proposals will include all information requested in Section III of this RFP.

In addition to the minimal requirements listed above, Developers are asked to consider the following while developing proposals:

- The Town has the following main goal for the development of the 150 Emmons Street site:
Redevelopment of the site into a key gateway into Downtown Franklin, which will maximize short-term and long-term benefits to the Town and its residents.
- Developments that stimulate economic development within the community, including creation of new temporary construction and permanent living wage positions, and uses that bring customers, residents and visitors into Downtown Franklin are encouraged.
- Emphasis in development that will benefit from the site location. Project proponents should consider that the property is at a key entrance to Franklin Center, and as such must consider a proposed project's aesthetic impacts to the area.
- Private/public partnerships are encouraged.
- The Town is willing to consider multiple development options for the Emmons Street property from a single developer.

III. SUBMISSION REQUIREMENTS

Each Proposal shall contain the information requested in this Section of the RFP. Development Teams should follow the prescribed format and use the included forms or reasonable facsimiles thereof.

Proposals that do not include all of the information required below in this section, or proposals with insufficient information to meet the criteria described below, shall be considered as non-responsive and dropped from further consideration.

Any information that is considered relevant by the Development Team that does not apply to the requirements listed below should be added as an appendix to the Proposal.

All Proposals shall be submitted in an envelope marked "Emmons Street Property Development Proposal".

In order to be considered responsive, proposals must include the following:

- **Letter of Intent:** A one to two page letter, signed by the principals of the firm and outlining the reasons behind the firm's interest in this RFP. The letter shall contain the name and address of the developer, and the name, address, telephone number, and email of the contact person. The letter should indicate the respondents offer to purchase and intended re-use of the property and bid offer. In addition, letters must acknowledge receipt of all RFP addendums (if issued).
- **Required Forms and Statements.** The submitted Proposal should include *all* of the *required signed state forms* and statements including non-collusion, certificate of state tax compliance, if non-profit the required Disclosure of Beneficial Interest in Real Property, and a Corporate Vote (see Section XII).
- **Proposal Form:** Use of the Proposal Form in Section XII of this RFP is suggested. Proposers must provide all information requested on the form, and provide such additional sheets as needed.
- **Description of the Purchaser(s):** A description of the entity submitting the proposal, that includes: corporate name(s) and dba(s) if applicable; corporate address and telephone number; names and addresses of all investors/shareholders and officers of the corporation; names and titles of persons

with the authority to contractually bind an offer to purchase with proof of authority by corporate vote or other.

- **Description of the Developer(s):** Please provide a description of the proposed Developer(s) if different from the proposed Purchaser above, including name of Developer's legal organization name(s), contact information of the Developer's principal(s), development team members (e.g., architect, contractor) if known, and a description of the Developer's experience with similar projects.
- **Offer to Purchase and Bid Deposit:** The proposal shall contain a written offer to purchase, and a ten percent (10%) refundable Bid deposit, based upon the offered purchase price.
- **Project Description:** Proposals must contain a detailed description of the proposed development project including but not limited to the following:
 - A full description of the proposed use of the "Site", including intensity of use. The site is zoned *Downtown Commercial*. The use and development of the site must conform to the requirements of the Town of Franklin Zoning Bylaw. The Proposal must demonstrate compliance with the Zoning Bylaw and include a listing of all special permits needed for the project.
 - Identification of any Planning Board, Zoning Board of Appeals, Conservation Commission or Town Council actions required for authorization of the proposed use.
 - The Proposer should submit preliminary *site development plans* showing the location of existing man-made and natural features, easements, and proposed improvements including buildings and parking areas. Site Plans should be to scale and contain reasonably accurate depictions of existing and proposed conditions, however, submission of architectural drawings and engineered site plans are not necessary at this stage.
 - In the case where full buildout of the site is to be phased, a Phasing Plan or Master Plan shall be submitted depicting concepts for the future build out of the site.
 - The Project Description shall contain a *development timetable* listing potential dates of the following:
 - Execution of Agreement following Town Council action;
 - Financing in place;
 - Permitting;
 - Start of construction;
 - End of construction;
 - Occupancy.

Note: The disposition of the property shall take place within a reasonable amount of time, as mutually agreed, following the Town Council's approval and acceptance of the winning proposal.

- **Financial Plan:** A financial plan demonstrating the availability of sufficient resources to purchase the property, secure the property, and complete the contemplated re-use of the property must be presented. The plan shall include commitments from potential funding sources, both public and private, a financing plan and supporting documentation demonstrating that sufficient funding is available to undertake the project. For example, financing commitments in legally binding form shall rate higher than letters of interest; and financing commitments shall rate higher than financing commitments with conditions pertaining to additional debt/equity contributions or participation.

Proposers must demonstrate that they have the financial resources to support the proposed development; such information shall indicate both internal financing, as well as anticipated borrowing; proposers must be willing to provide the evaluation committee with financial statements (preferably audited) and bank references, if requested during a final proposal evaluation.

- **Fiscal Impact Assessments:** Proposers must submit an evaluation of fiscal and economic impacts of the proposed development on the Town. Fiscal Impacts Statements shall include the following:
 - Projections of costs arising from increased demands for public services and infrastructure;
 - Projections of financial benefits from increased tax revenues, employment (construction and permanent) and value of public infrastructure to be provided;
 - Projections of the impacts of the proposed development on the values of abutting properties;
 - Ten year projection of Town revenues and costs resulting from the proposed development.

IV. ADDITIONAL INFORMATION

- Any questions concerning the content or interpretation of this RFP must be submitted in writing to the office of the Purchasing Officer (508-553-4866 or jbugbee@franklin.ma.us) no later than three (3) business days prior to the submission deadline
- Any response to such questions will be provided in writing to all parties that have been provided a copy of this RFP by mail. Acceptance for any and all addenda must be acknowledged in the proposal being submitted for consideration.
- The Town will not be bound by any oral interpretation(s) or representation(s) made by any Town official or employee with respect to the terms and conditions of this RFP procedure, or of the condition of the Property.

V. DISCLOSURES AND LIMITING CONDITIONS

- This RFP is subject to the process outlined within this document.
- This RFP is made subject to errors, omissions, or withdrawal without prior notice. In no way does this obligate the Town to select a developer.
- The Property is presented in “as-is condition”, with no representations or warranties by the Town.
- While all information furnished herein was gathered from sources deemed to be reliable, no representation or warranty is made as to the accuracy or completeness thereof. Prospective developers should undertake their own review and reach their own conclusions concerning zoning, physical conditions, environmental concerns, required approvals, use potential, and other development and ownership considerations.
- Proponents are asked to provide information regarding any legal or administrative actions past, pending, or threatened which could relate to the conduct of the proponent’s (or its principals or affiliates) business and/or their compliance with laws.
- Disclosure is required of any past or present affiliations of the proponent, proponent team members or proponent employees with the Town of Franklin. Please describe the nature and duration of the affiliation, including a disclosure of existing or past public contracts in Franklin, the contracting parties, scope of the contract, and period of performance.
- Nothing herein is intended to exclude any responsible Proposer, or in any way restrain competition.

All responsible purchaser/developers are encouraged to submit proposals.

- The Town of Franklin encourages participation by Minority and Women Owned Business Enterprises (MWBE).

VI. QUALIFICATIONS

The recommendation for award of this property is based on a Qualification Based Selection (QBS) Process. All Firms must possess and provide evidence of “initial” minimum qualifications stated in Section II, and meet all submission requirements in Section III for the submitted proposal to be considered as “responsive”.

Non-responsive Proposals. Any Firm desiring consideration that has not provided all initial submittal requirements and meet the minimal qualifications in Section II will be determined to be **non-responsive** and disqualified from any further review

VII. SUBMISSION OF PROPOSALS

Interested Proposers/Developers must submit the following in a sealed envelope clearly marked “150 Emmons Street Proposal” with the name and address of the Proposer on the outside of the envelope to the Town of Franklin’s Purchasing Agent by the Submittal Deadline:

- A. One (1) original (un-bound) and ten (10) copies of Proposal, including Cover Letter, all required forms, and all information requested in Section II.

John Bugbee, Purchasing Officer
Franklin Purchasing Department
Town of Franklin, Municipal Building
355 East Central Street, Room 206
Franklin, MA 02038
Phone: 508-553-4866
Fax: 508-541-5253
Email: jbugbee@franklin.ma.us

Proposal Deadline: Deadline for submission of Proposals is Tuesday December 2, 2014 at 11:00 a.m.

- Proposals will be publicly opened at that time, with the name of each proposer and the price recorded.
- Proposals become public information when they are opened.
- Proposals received after the deadline will be rejected and returned to the proposer unopened.
- Proposals submitted prior to the deadline may be corrected, modified or withdrawn by written notice received in the office of the Purchasing Agent prior to the submission deadline stated above. The Town shall waive any informality in a proposal submission or allow the proposer to correct them.
- Persons submitting a proposal by mail or other delivery service shall bear full responsibility for delivery to the designated office prior to the submission deadline.
- All materials submitted by Purchaser/Developer become the property of the Town. The Town is under no obligation to return any of the material submitted by a Purchaser/Developer in response to this RFP.

- The Town reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.

VIII. PROPOSAL TIME FRAME

Each Purchaser/Developer’s proposal must remain in effect for at least 120 days from the Deadline for its submission. The Town will decide upon acceptance within 120 days of submission.

IX. CRITERIA FOR EVALUATION

All proposals will be reviewed by a Proposal Evaluation Committee comprised of the Town Administrator, Town Planner, and Director of Planning and Community Development.

To be considered responsive, Proposals must meet the submission requirements set out in Sections II and III of this RFP. Once a Proposal is considered responsive, the Town will evaluate it using the comparative evaluation criteria detailed below in this section.

Each Proposal that meets the Minimum Submittal Requirements will be further evaluated and rated according to the Evaluation Criteria in order to determine the proposal which indicates the most appropriate use of the site, and which is deemed to be in the best interests of the Town of Franklin.

Within each category, the degree to which the proposal satisfies the stated objective shall be reviewed and rated on a system of “Highly Advantageous”, “Advantageous”, and “Not Advantageous”:

PROPERTY REUSE

Highly Advantageous – A proposal that demonstrates the most viable reuse of the property and stimulates further development opportunities consistent with the goals stated.

Advantageous – A proposal that demonstrates a viable reuse of the property in accordance with goals previously stated but does not stimulate further development.

Not Advantageous – A proposal that minimizes the reuse of the property and is not consistent with goals and objectives listed in the RFP and also does not stimulate further development.

EMPLOYMENT OPPORTUNITIES

Highly Advantageous – A proposal that maximizes new full time employment opportunities with advancement, livable wages, and benefits for residents of the Town of Franklin, and any other employment related functions such as training opportunities.

Advantageous – A proposal that will offer a considerable amount of new employment opportunities with livable wages and benefits.

Not Advantageous – A proposal that offers a minimal amount of new employment opportunities.

FISCAL IMPACTS AND TAXATION ISSUES

Highly Advantageous – A proposal that exhibits uses which are taxable under property taxation laws of the Commonwealth, demonstrates maximum annual tax revenue yield for the Town of Franklin and enhances the vitality of the local economy.

Advantageous – A proposal that exhibits uses which are taxable under property taxation laws of the Commonwealth, demonstrates a reasonable annual tax revenue yield for the Town of Franklin.

Not Advantageous – A proposal that exhibits uses which are either non-taxable under property taxation laws of the Commonwealth, or demonstrates low annual tax revenue yield for the Town of Franklin.

REDEVELOPMENT PLAN

Highly Advantageous – A proposal that has a redevelopment plan that demonstrates a well planned use of the property, management experience, and a development team which can show a strong commitment to commence the redevelopment within ninety (90) days of conveyance of title and the ability to complete the work within one year of conveyance. The proposal that provides lease commitments from end users of the development.

Advantageous – A proposal that has a redevelopment plan that demonstrates a well planned use of the property, management experience, and a development team which can show a strong commitment to commence the redevelopment within ninety (90) days of conveyance of title and the ability to complete the work within eighteen-months of conveyance. The proposal that provides letters of interest from end users of the development.

Not Advantageous – A proposal that does not demonstrates a well planned use of the property, or does not demonstrate management experience and a development team which can show a strong commitment to commence the redevelopment within ninety (90) days of conveyance of title and the ability to complete the work within eighteen months of conveyance. The proposal that does not contain letters of interest from end users of the development.

All finalist on the shortlist will be required to provide evidence of financial ability and will be subject to one additional evaluation as follows:

Highly Advantageous – A proposal that demonstrates firm financial commitments and the financial capability to initiate and complete the redevelopment within a definitive timeframe that is in the best interests of the Town of Franklin.

Advantageous – A proposal that has letters of financial interest and the capability to initiate and complete the redevelopment within a definitive timeframe that is in the best interests of the Town of Franklin.

Not Advantageous – A proposal that does not include letters of financial interest or does not adequately address a timetable for the redevelopment of the property.

X. RULE FOR AWARD

The Proposal Evaluation Committee will evaluate and rate all responsive proposals, and shall submit to the Town Administrator a list of the three best proposals. A written statement of the advantages and disadvantages of each Proposal and a recommendation as to the most advantageous proposal will be generated by the Committee.

The Committee will interview prospective Proposal proponents and the results of the interviews will be considered in the full evaluation process. The Town Administrator shall make recommendation to the Town Council as to the successful proposer, taking into consideration the Committee's recommendation, and their independent judgment as to which proposal is in the best interests of the Town.

Award of the Disposition shall be subject to the approval of the Franklin Town Council. The Town Council will vote to award taking into consideration the best interest of the Town including the proposed development and the bid price for the site.

In no way is the Town obligated to select a developer. The Town reserves the right to reject in whole or in part any and all proposals. This Request for Proposals may be cancelled if the Town determines that cancellation serves the best interests of the Town of Franklin.

XI. TERMS OF AGREEMENT

- A Land Disposition Agreement will be reviewed by the Town Attorney for compliance with the terms of the RFP, and may incorporate the terms of this RFP and of the proposal selected. A draft Land Disposition Agreement is provided in Attachment C.
- The successful Proposer will be expected to execute a Land Disposition Agreement within thirty (30) days of the delivery of the Agreement. Failure to execute the Land Disposition Agreement within thirty (30) days will result in forfeiture of the security, otherwise, the deposit will be returned.
- Bid deposits of unsuccessful proposers will be returned upon the execution of the Land Disposition Agreement.
- The Purchaser/Developer shall not assign, transfer, sublet, convey or otherwise dispose of any agreement or contract which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the Town. Should the Purchaser/Developer attempt any of the above without written consent of the Town, the Town reserves the right to declare the Purchaser in default and terminate the agreement or contract for cause.
- Prospective Purchaser/Developers must be current in taxes and all water and sewer liabilities on any and all real estate owned in the Town of Franklin.
- The sale of the property is subject to any easements existing and required for street, sewer and water or any other public purposes within the Property or in the streets abutting the Property.
- The Purchaser/Developer is to be responsible for providing for, and paying for, all title work and is responsible for paying for a survey of the parcel of land, with that survey being subject to the approval of the Town of Franklin.
- The Developer will have complete responsibility for all expenses related to the operations and maintenance of any future buildings including taxes, as required by law (real estate and personal property; any nonprofit user will be required to sign a “payment-in-lieu of taxes” (PILOT) agreement acceptable to the Town.
- All building and expansion schedules will be subject to the prior approval of the Town, including any and all building and or construction permits.
 - The Developer will be responsible for all utilities, including water, sewer and storm drainage, solid waste disposal, snow and ice removal, and all repairs required to maintain any building or other facilities constructed at the Property in compliance with all applicable provisions of law, regulations, and building codes.
 -

XII. STATEMENTS REQUIRED WITH SUBMISSION

All proposals shall include the following statements:

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

Signature of person submitting the proposal

Name of Business or Development

CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Ch. 151A, Section 19A, I certify under the penalty of perjury that _____ has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

*Signature of Individual
Or Corporate Officer

**Social Security Number/
Federal Identification Number

Corporate Name: _____
(if applicable)

Name and Title: _____
Of Corporate Officer
(if applicable)

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

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

CERTIFICATE OF CORPORATE VOTE (if applicable)

If a corporation, complete below or attach to each signed copy of a contract a notarized copy of vote of corporation authorizing the signatory to sign this contract. If attesting clerk is same as individual executing contract, have signature notarized below.

At a duly authorized meeting of the Board of Directors of the _____ held on _____
(Name of Corporation) (Date)

At which all the Directors were present or waived notice, it was VOTED That,

(Name) (Officer)

of this company be and hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such _____
(Officer)

of the company, shall be valid and binding upon this company.

I hereby certify that I am the Clerk of the _____

that _____ is the duly elected
_____ of said company, and that the above vote has not been amended or rescinded
(Officer)

in full force and effect as of the date of this contract.

A true copy,
ATTEST _____
Clerk
Place of Business _____
Corporate
_____ Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____
DAY OF _____, 20_____.

NOTARY PUBLIC

DISCLOSURE OF BENEFICAL INTEREST IN REAL PROPERTY

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Asset Management (DCAM), formerly the Division of Capital Planning and Operations, as required by M.G.L. c. 7 section 40J, prior to the conveyance for the real property described below. Attach additional sheets if necessary.

1. Public Agency involved in this transaction: _____
(Name of jurisdiction)

2. Complete legal description of the property:

3. Type of Transaction ____Sale ____ Lease or rental for ____
(Term)

4. Seller(s) or Lessee(s): _____

Purchaser(s) or Lessee(s): _____

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

Name	Address
_____	_____
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as listed below:

Name	Address
_____	_____
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency names in item 1. If this form is signed on behalf of a

corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a New Disclosure with the Division of Capital Asset Management within Thirty (30) days following the change or addition.

The undersigned swears under pains and penalties of (perjury) that this Form is completed and accurate in all respects.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

TOWN OF FRANKLIN
PROPOSAL FORM
DISPOSITION OF REAL PROPERTY

Date: _____

Name and address of Individual, Corporation or other Entity submitting this proposal:

The following information shall be provided on this form or on such additional sheets as shall be required.

1. The Individual, Corporation or other entity submitting this proposal operates on a for-profit ____, not-for-profit ____ basis. Evidence of not-for-profit status is attached to this proposal form. ____ Yes
____ No
2. Provide a brief history of the entity submitting this proposal, including length of time in existence, name and address of officers or trustees, current location, description of current operations, including number of employees etc.
3. The Prospective Developer agrees to execute a Land Disposition Agreement in substantially the form included in the Request for Proposals within thirty (30) days of delivery of such Agreement by the Town. ____ Yes ____ No
4. Proposed price to purchase the Pond Street Site _____

By: _____
Signature and Title

By: _____
Name of Business (if applicable)

XIII. Attachments

- A. 150 Emmons Street Property Description and Diagrams**
 - 1. Existing Conditions
 - 2. Easement ROW Plans - August 13, 2013
 - 3. Post HPP Project Diagram
 - 4. Diagram showing a sample of the proposed 5,000+ SF permanent public easement to be retained by the Town.

- B. Summary of Available Reference Documents**

- C. Draft Land Disposition Agreement**

150 Emmons Street, Franklin, MA Property Summary

Property Description

Brief History of Site: The parcel has been owned by the Town for over 120 years; constructed in the 1890's, the former Municipal Building originally functioned as the Town's High School, and later as Horace Mann Elementary School. Franklin's Municipal Offices relocated to the 150 Emmons Street building in the 1970's. During 2004 the majority of Franklin's Municipal Offices moved to 355 East Central Street. Currently only the Recreation Department remains at the 150 Emmons Street location.

A description of the property:

- **Location and Acreage:** The available site is located in the core Downtown area within the Downtown Commercial Zoning District. The property consists of one (1) parcel totaling 34,795+/- square feet (0.7988+/- acres), with frontage along Emmons Street and West Central Street (Route 140). The Town anticipates retaining a 5,000+ square foot easement for development of an entranceway park setting to include a sculpture of Horace Mann. The permanent public easement will be for public access and maintenance purposes. Diagram A4 shows the approximate location of the proposed easement.
- **Roads, Access and Parking:** Frontage and direct access to the site derives from West Central Street (Route 140) and Emmons Street (see Diagram A1). The current driveway encircles the building and provides access and egress from two separate locations. Proposers should independently determine parking requirements for a proposed use and should seek alternative parking space if necessary. There are no parking requirements for commercial uses in the Downtown Commercial Zoning District, however, for mixed use projects each housing unit requires 1.5 parking spaces.
- **General Description of Building:** The 3 -story building consists of a Basement Level, First Floor, and Second Floor, and measures approximately 143 feet long at its longest. The building's approximate gross floor area square footages (GSF) are as follows: 6,550 at the basement level; 7,155 at the first floor; and 7,155 at the second floor. The total gross building area is approximately 20,860. The building has gone through major renovations at least twice during its long history. A Comprehensive Investigation and Analysis of Existing Conditions was performed in 2012; a copy of the related report is on the Town's web site (see Attachment B).
- **Electric Service:** Commercial electric service for the building is at 240 volts, single phase through a pad-mounted transformer. The service enters the building underground and terminates in a molded case main circuit breaker rated for 400 amperes.
- **Water Service:** The building is served by the municipal water supply and will need to add service fire protection.
- **Sanitary Sewer and Storm:** The sanitary system is connected to the municipal sewer system.
- **Natural Gas:** There is a gas system servicing the building.
- **Heating System:** The heating system is HVAC gas forced hot air that is approximately 15 years old.
- **Hazardous Materials:** The building contains limited amounts of lead paint and asbestos containing materials. Pre-demolition inspections for each material were performed by FLI Environmental earlier this year. Copies of related reports are on the Town's web site (see

Attachment B).

- **Zoning:** 150 Emmons Street is located within Franklin's Downtown Commercial (DC) Zoning District; the intent of the DC zoning district is described in Subsection C of Section 185-4 Districts Enumerated as follows:

The Downtown Commercial District (DC) is intended as a mixed-use, transit-oriented commercial district which combines first-floor commercial uses with upper-floor office or multi-unit residential uses. An emphasis is placed on commercial uses like restaurants and retail that support an economically rich downtown environment.

There are no specific off-street parking requirements within the DC Zoning District, except for the residential component of future mixed use developments, where each newly constructed housing unit requires 1.5 off-street parking spaces (§185-21 B.3A).

Dimensional restrictions (setbacks, height, impervious coverage) are provided in Attachment 9 of the Town's Zoning Bylaw. Attachments 2 through 8 of the Zoning Bylaw is a list of land uses allowed by right or through special permits. Proposals needing regulatory relief should demonstrate a high probability of permitting approval within a reasonable time frame. The speed and probability of securing approvals will influence the evaluation of the proposal.

The Town of Franklin's Zoning Bylaw can be found on the Town's website at: <http://ecode360.com/FR1096?needHash=true>.

- **A Note on Downtown Revitalization:** As with many semi-urban downtowns throughout the State, by the 1980s Downtown Franklin was no longer the focus of the community's economic activity and had become run down and undesirable to the business community. Approximately twelve years ago the Town of Franklin made revitalization of Downtown a major priority. The *Franklin Center Plan* was developed in 2002 and 2003 to provide Town officials with a vision and basic strategy for revitalization of Downtown Franklin. The plan included the following major conceptual improvement project components: Mixed Use; Circulation Strategies and Traffic Calming; Public Places; Cultural Uses; Better Parking and Pedestrian Connections; Streetscape Improvements; Image and Identity; Architecture, Facades and Historic Preservation; and Promoting Franklin Center.

The Town has made steady progress implementing a wide range of economic development strategies and revitalization projects, resulting in consistent incremental positive changes in the Downtown area. The Town has carefully planned and managed projects that reflect the overall vision for Downtown, spur on private investment and promote the Downtown as a commercial district, as well as create a neighborhood identity that promotes pedestrian activity, human interactions, safety and livability.

The Town's Franklin Center Plan and related efforts are consistent with the State's SMART Growth objectives and encourages transit-oriented development. Downtown is home to one of Franklin's two commuter rail stations, and is the ideal location for mixed-use transit oriented development. Downtown Franklin's existing mixed-use developments are a very short walk from the MBTA Station, in the heart of Downtown adjacent to a wide variety of businesses (retail, banks, restaurants) and a very short walk from Dean College, post office, Franklin's public library, historical museum, and public parks.

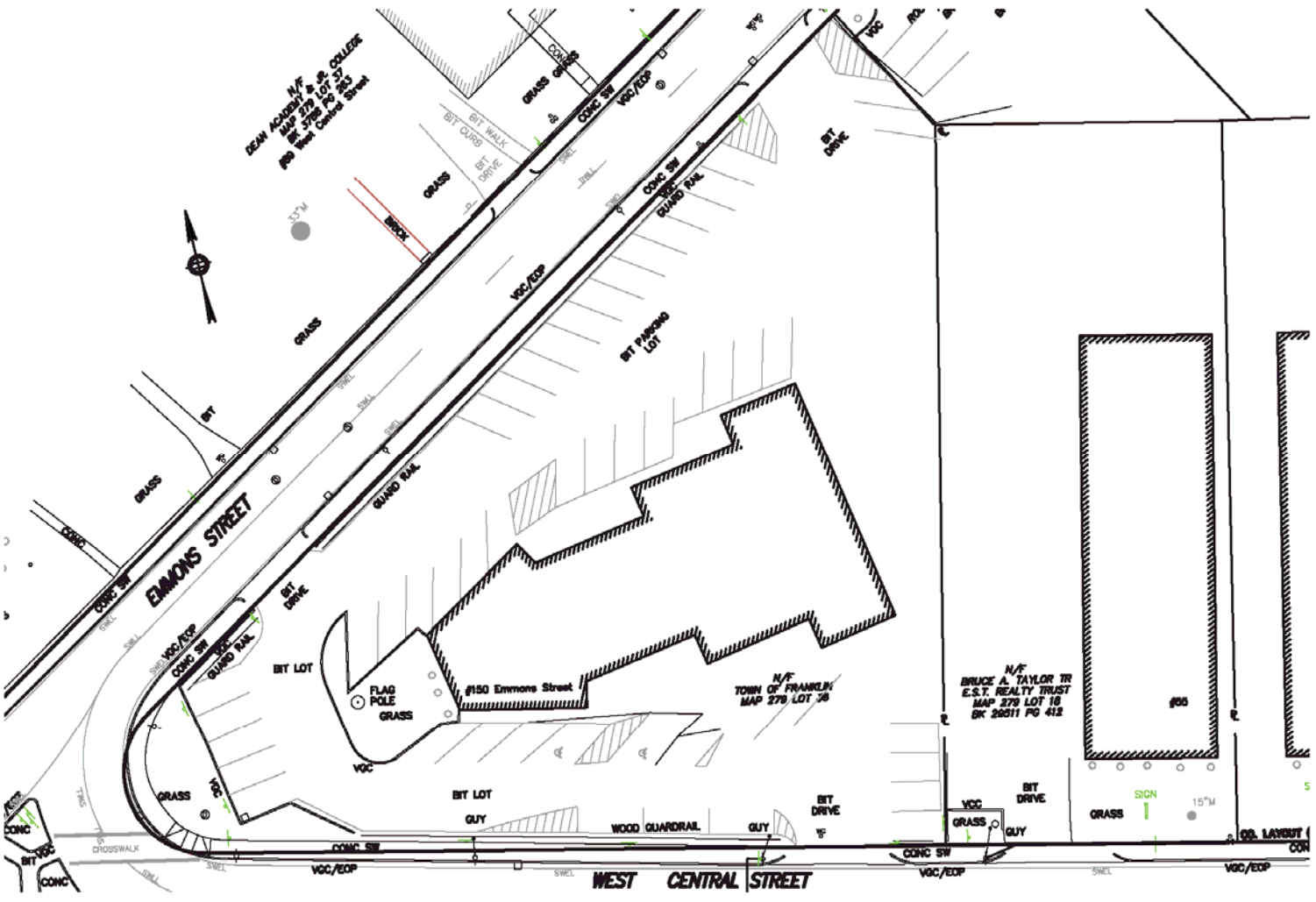
The Town is working with property and business owners and the Franklin Downtown Partnership to spur on private investment. Maximizing development/redevelopment of properties in Downtown Franklin that are adjacent to or a short walk from the Dean/Downtown Franklin MBTA commuter rail station will continue to be a key component of the Town's Downtown economic development strategy.

In recent years the Town spent millions of dollars on capital facilities improvements, including significant investment in the Downtown area. The Town constructed a new Fire Station and Fire Department Headquarters on West Central Street a few hundred feet from 150 Emmons Street. The Town developed a public parking lot on West Central Street adjacent to the MBTA bridge, replaced water lines and reconstructed roadways in and around the downtown area, and made a variety of other small improvements. The Town's new Senior Center off of Oak Street just north of Downtown Franklin opened in November 2007. The Town is utilizing the former Senior Center on West Central Street in Downtown Franklin as the new Franklin Historical Museum, which opened in 2010. While the Town has made much progress towards the incremental revitalization of Downtown Franklin, implementation of the Downtown Roadway and Streetscape Improvement Project over the next few years will see major changes in the Downtown area.

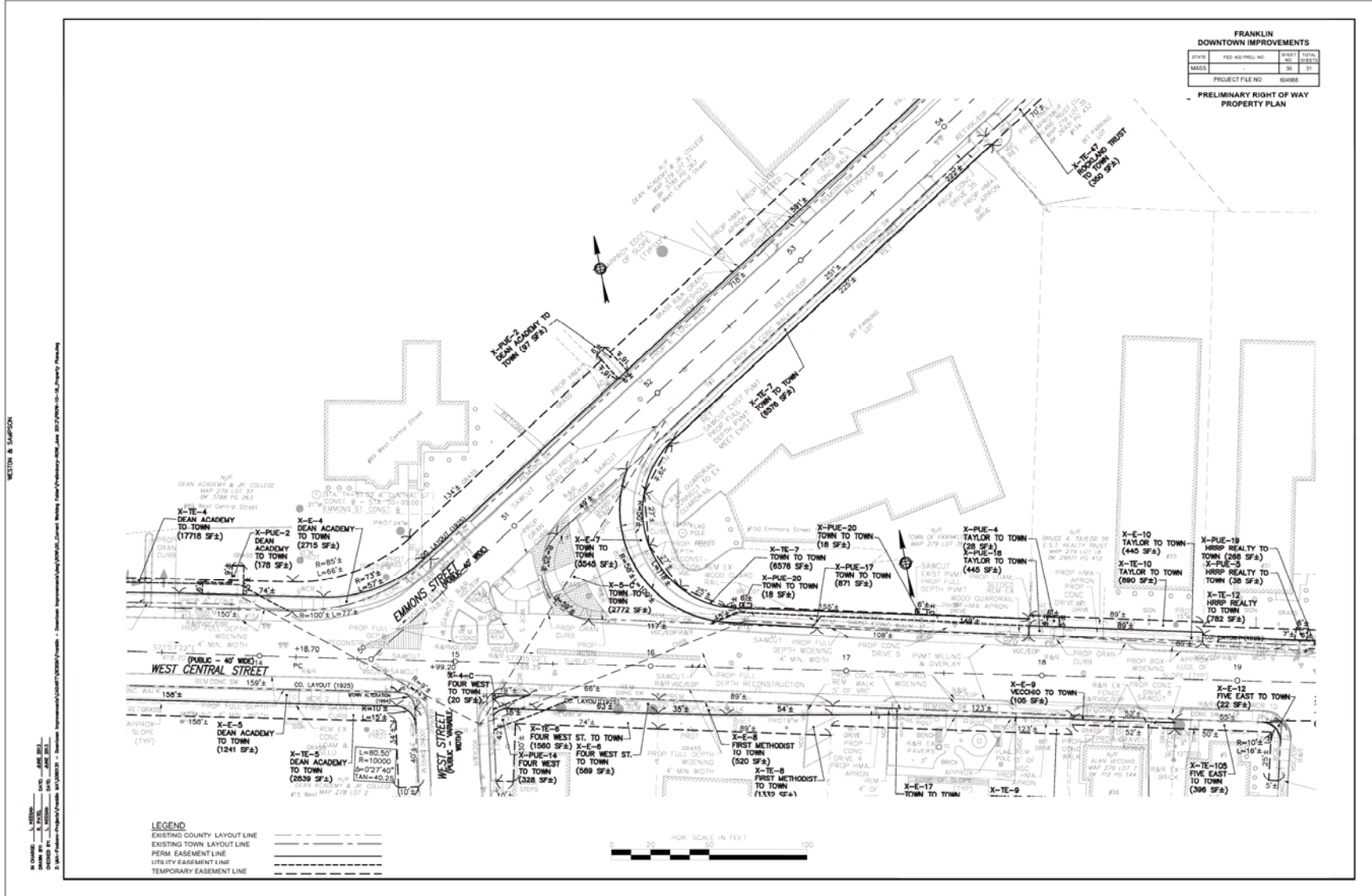
The Town's Downtown Roadway and Streetscape Improvement Project is an integral part of the Town's strategy for Downtown revitalization. The \$7.25+ million project is expected to spur on private investment, which will hopefully lead to the remaining desired improvements envisioned for the area. The improvement project includes elimination of the one way traffic pattern of Route 140 in the Downtown area, installation of interconnected traffic signals with emergency preemption system, period lighting, traffic calming devices, resetting curbs as needed, ADA compliant sidewalks, resurfacing of streets, and streetscape/landscape improvements and furniture. The project represents a substantial public investment in the Downtown's future and economic viability. The project is funded by a \$1 million Public Works Economic Development (PWED) grant (State funding), a \$5 million High Priority Project (HPP) grant (Federal funding), and roughly \$1.25 million in State and local funding required to match the HPP grant. The Downtown Roadway and Streetscape Improvement Project is being managed as two adjacent projects (PWED Project; HPP Project). The \$1 million PWED project, which included reconstruction of the Town's Depot Street public parking lot and four Downtown roadways, was completed in 2011. The construction phase of the \$6.25 million HPP project has just begun (Summer 2014).

The HPP Project will result in major changes to the 150 Emmons Street site and adjacent roadways. Currently both West Central Street and Emmons Street are one-way roads; over the next two construction seasons the HPP Project improvements will result in both roadways becoming two-way, and major changes to the Emmons/West Central intersection is planned including installation of traffic lights and pedestrian lights. To accomplish these improvements the Town obtained a substantial number of temporary easements, permanent sidewalk and utility easements, and takings for roadway widening. Diagrams A2 and A3 provide details of the HPP project near 150 Emmons Street.

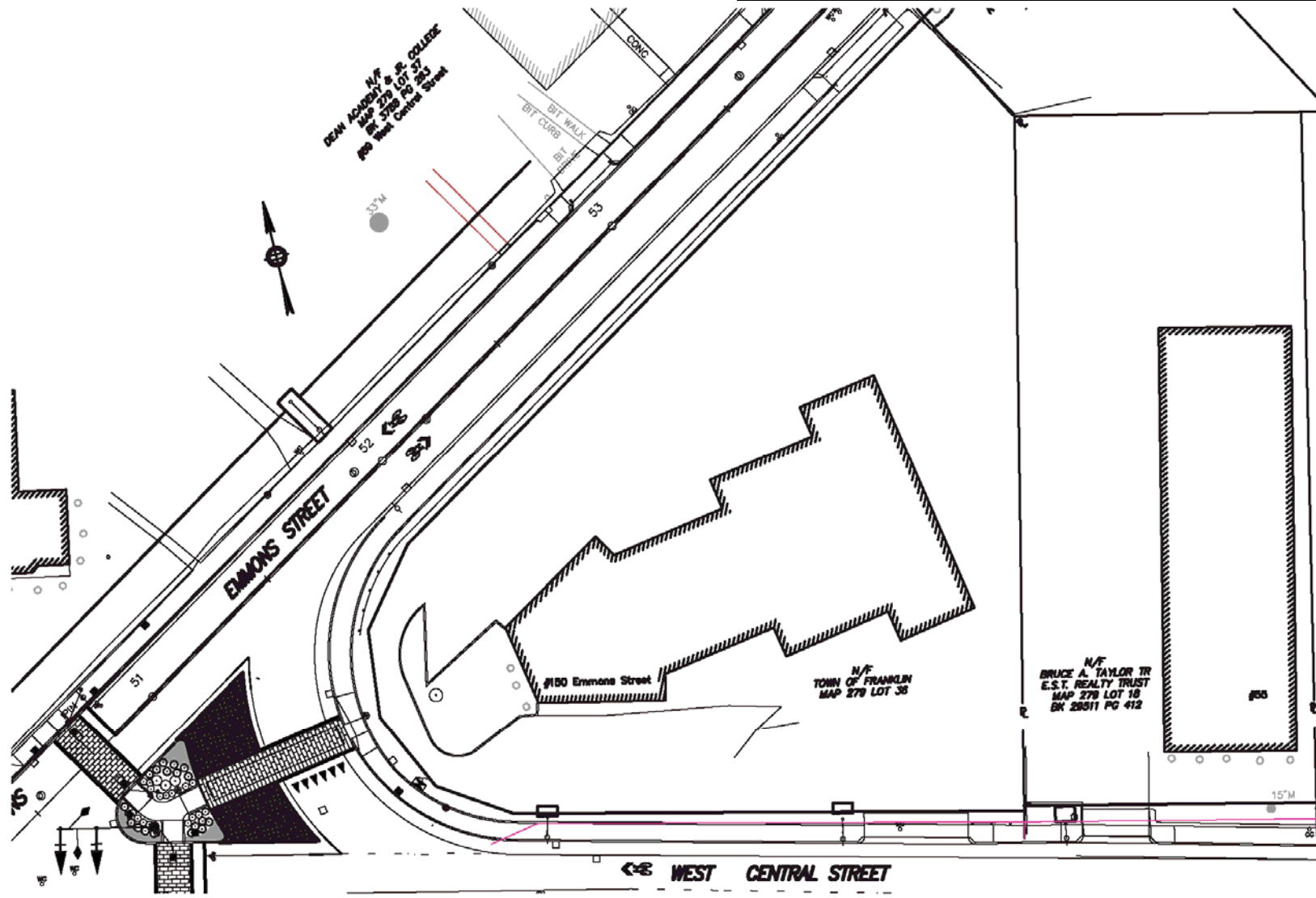
Attachment A.1: Existing Conditions



Attachment A.2: Easement ROW Plans - August 13, 2013



Attachment A.3: Post HPP Project Diagram



Attachment A.4: Diagram showing sample of proposed 5,000+ square feet permanent public easement to be retained by the Town of Franklin.

Perimeter of 150 Emmons St*

Parcel Line

*After completion of the Downtown Improvement Project



Summary of Available Reference Documents

The following reference documents are available on the Town of Franklin Department of Planning and Community Development's web page (http://town.franklin.ma.us/Pages/FranklinMA_Planning/emmonsrfp):

Town of Franklin Assessor Parcel Map

CAI Property Card

A Comprehensive Investigation & Analysis of Existing Conditions at the Old Town Hall, 150 Emmons Street - Civitects, January 2012

Pre-demolition Inspection for Asbestos Containing Materials, FLI Environmental, February 2014

Pre-Demolition Lead Paint Screening, FLI Environmental, February 2014

Property Photographs

Town of Franklin Zoning Bylaw, January 1, 2014

Design Review Guidelines

Downtown Franklin Roadway & Streetscape Improvement Plan

Construction, landscaping and utility plans for adjacent roadways, 2013

2013 Master Plan, Implementation Element (Goals, Objectives and Actions)

Franklin Center Plan

Town of Franklin Information Sheets: Quality of Life, Franklin Wants Your Business, Education, Downtown Franklin

I-495/MetroWest Partnership Strength in Numbers, 2014

LAND DISPOSITION AGREEMENT (Draft)

AGREEMENT made this _____ day of _____, 200__.

1. Parties and Mailing Address:

The TOWN OF FRANKLIN, a municipal corporation, hereinafter called the "TOWN" or "SELLER", with an address of Municipal Building, 355 East Central Street, Franklin, MA 02038, agrees to sell and _____, a Massachusetts corporation (together with its successors, transferees and assigns), hereinafter called "DEVELOPER" or "BUYER", with an address of _____, agrees to purchase, upon the terms and conditions hereinafter set forth and as may be binding on the property and under applicable law, the premises described herein.

2. Description of Premises:

The property which is the subject of this agreement is described as follows: _____ . A plan showing the property to be conveyed is attached hereto and incorporated by reference herein in as Exhibit A.

3. Deed:

The TOWN shall convey said premises by a good and sufficient quitclaim deed running to the BUYER, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except as follows:

- (a) Provisions of building and zoning laws now existing and as may be existing at the time of the closing.
- (b) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of the property for purposes set forth herein.
- (c) Such taxes for the then current year as are assessed subsequent to delivery of said deed, the property not presently being subject to taxation as municipal property.
- (d) Any liens for municipal betterments assessed after the delivery date.
- (e) Terms and conditions of this Land Disposition Agreement, Land Development Agreement, reverter/reversionary interest and/or mortgage, at TOWN's option, to ensure timely construction of Project consistent with TOWN's RFP and BUYER's Proposal.
- (f) Permanent restriction(s) contained in deed or other recorded instrument to ensure that the property is only used for _____; if such restriction(s) are contained in a separate instrument, it shall be recorded prior and be superior to BUYER's financing. All such restrictions shall be binding upon BUYER's successors, transferees and assigns and shall run with the land.
- (g) Deed restrictions to ensure that all property shall be owned or treated as owned by a for profit entity and not as tax-exempt or reduced tax property; and if such property becomes

Attachment C

owned by a non-profit or would regardless of ownership be entitled to reduced assessment or reduced tax obligations or treatment, that the property shall nonetheless be taxed and/or pay taxes or in lieu of tax payments, based on what the taxes would be if the owner/operator was a for profit entity or activity.

- (h) Such deed restrictions as necessary to ensure access and use to and of the subject property as provided for herein, including for parking purposes on the subject property.

4. Description of Project:

BUYER proposes to acquire the Premises for the purposes of _____ as set forth generally in the proposal of the BUYER dated _____ (BUYER's Proposal), submitted in response to the TOWN's Request for Proposals dated _____ (TOWN's RFP). The parties hereto acknowledge that specific design plans and site plans are not established as of the date hereof. All such plans shall comply with TOWN's RFP and BUYER's Proposal and shall be subject to TOWN's review and approval. BUYER may not deviate from its response to TOWN's RFP unless it receives TOWN's written prior approval, which approval shall be solely within TOWN's discretion. BUYER acknowledges that any use of the subject real estate shall be restricted as to the use and the manner set forth in this paragraph. All costs and expenses relative to construction and renovation for the project, including but not limited to any building demolition, removal of material from the site, environmental compliance expenses, abatement/remediation expenses, or the like, shall be the obligation of the BUYER and TOWN shall bear no portion thereof or responsibility therefor, the BUYER agreeing to indemnify, defend and hold harmless the TOWN from any such costs, expenses or liability arising therefrom and/or the work to be performed by the BUYER. The BUYER acknowledges that it has been afforded the opportunity to inspect the premises and is aware that there may be hazardous materials on the premises and it agrees to be solely responsible for any legally required removal or other site remediation. The property is being sold "AS IS" with no warranties or representations by TOWN either express or implied. This provision shall survive the delivery of the deed.

5. Construction of Project:

BUYER shall commence construction of Project immediately following the closing and shall diligently and continuously prosecute the work until fully completed, i.e.: all occupancy permits issued; BUYER shall fully complete Project no later than _____. BUYER's obligations under this paragraph shall, at TOWN's option, be more fully set out in a Land Development Agreement, covenant or other separate document, together with a mortgage to secure BUYER's obligations thereunder, to be executed by BUYER at time of closing and recorded with the deed from TOWN to BUYER; any such document(s) shall be superior to BUYER's financing. This provision shall survive the delivery of the deed.

6. Purchase Price and Payment Schedule:

The purchase price for the property being conveyed hereunder shall be \$ _____ and shall be paid as follows:

- (a) \$ _____ having been paid as a deposit.
- (b) \$ _____ to be paid by _____.
- (c) \$ _____ paid at the time of delivery of the deed, in cash, or by certified, bank, treasurer or cashier's check, drawn on a Massachusetts bank and paid directly to the TOWN without the need for further endorsement.

Attachment C

Total purchase price:

In addition to the purchase price described herein, the BUYER shall make a grant to the TOWN of \$_____ for the purposes of improvements to TOWN property in the immediate vicinity of the premises.

7. Closing Documents:

At the time of the closing, the SELLER shall deliver to the BUYER a deed in such form as necessary to convey title to the property, subject to the terms of this Agreement, to the BUYER. The SELLER shall also deliver an affidavit that the SELLER is not a foreign person or non-resident alien within the meaning of Section 897 of the Internal Revenue Code. The SELLER shall also provide evidence of the authority of the SELLER to deliver the deed and of the party executing the deed to do same on behalf of the TOWN.

The BUYER agrees to execute any and all closing documents reasonably necessary to effectuate the conveyance hereunder and as may be necessary to ensure the timely development of the property consistent with TOWN's RFP and BUYER's Proposal and the terms and conditions contained in this agreement. Such documents may include a Land Development Agreement, covenant, mortgage deed restriction(s) and/or other agreement(s) and documents to ensure the performance by the BUYER of its obligations. Any such document(s) shall be in form satisfactory to TOWN, shall contain a provision making the obligations stated therein binding upon BUYER's successors, transferees and assigns, may be recorded, at TOWN's option, and if recorded shall be superior to BUYER's financing. BUYER's compliance with this provision satisfactory to TOWN is a condition of TOWN's obligation to perform, i.e. tender a deed.

8. Time For Performance and Delivery of Deed:

The sale and purchase of the property and the conveyance and delivery of possession of the property and of the deed and purchase price of same shall take place at the office of the TOWN ATTORNEY. The parties shall establish a closing date to be at _____ p.m. on the tenth business day following the expiration of the _____ day period, or any extension thereof, or when BUYER has obtained its permits as provided for in Paragraph 15, whichever is the sooner, unless the parties otherwise agree in writing. It is agreed that time is of the essence of this Agreement.

9. Possession and Condition of the Premises:

Except to the extent that the parties may otherwise agree, full possession of the premises to be conveyed hereunder shall be delivered by the TOWN to the BUYER, free of all tenants and occupants, except as herein provided, at the time of delivery of the deed. The same shall be in the same condition as they now are, reasonable use and wear thereof accepted. The BUYER shall be entitled either personally or by its agents to inspect the premises prior to delivery of the deed for the purpose of determining compliance with the conditions of this Agreement.

10. Need to Perfect Title:

- (a) Should the SELLER at the time of the delivery of the deed or at any extension to said time be unable to give title or make conveyance or deliver the premises in accordance with the requirements contained herein, then the SELLER shall use reasonable efforts to remove any infirmities creating its inability as described in this section to make said conveyance, in which event the TOWN shall give notice of same to the BUYER at or before the time for performance hereunder and the closing date shall be extended for up to sixty (60) days or such period as the parties shall agree. "Reasonable efforts" shall not require TOWN to expend more than _____ dollars including attorney's fees.

Attachment C

- (b) If by the expiration of any extended time referred to herein, the TOWN shall have been unable to so remove the defects in the title, deliver possession or otherwise make the premises conform to requirements hereunder, as the case may be, then any deposits made under this Agreement for said lot(s) shall be forthwith refunded to the BUYER and all obligations by and between the parties hereto shall cease and this Agreement shall be null and void without recourse at law or in equity to the parties hereto as relates to said lot(s). However, the BUYER shall have the election at the original delivery date or any extended time therefor, to accept such title as the TOWN can deliver to the premises in their then condition and to pay therefor the agreed purchase price, as may be adjusted by agreement of the parties.

11. Acceptance of Deed:

The acceptance of the deed by the BUYER shall be deemed to be the full performance and discharge of every agreement and obligation of the TOWN, herein contained or expressed, except such as are, by the terms hereof or by the necessary implications of the conditions of this Agreement, to be performed after the delivery of the deed.

12. BUYER's Additional Obligations Contained Hereunder:

The BUYER agrees that it shall work diligently and in good faith with the TOWN in terms of submitting any and all documents, plans and other matters for the review and approval by the TOWN and any other governmental agency or authority to ensure that the work to be performed by the BUYER upon the premises shall be in accordance with the agreement and that said premises shall be maintained by the BUYER and its transferees, successors and assigns all in accordance with the terms and conditions of the agreement. This provision shall survive the delivery of the deed.

13. Use of Funds to Clear Title:

The TOWN may, at the time of delivery of the deed or following same, use the purchase money or any portion thereof to obtain the release or discharge or removal of any and all encumbrances or interests effecting the title, provided that all such instruments obtained are recorded simultaneously with the delivery of the deed or arrangements are made for the recording thereafter in accordance with customary conveyancing practices.

14. Adjustments:

In accordance with the provisions of G. L. c. 59, sec. 2C, an adjustment shall be made at the closing whereby the BUYER shall pay the taxes on the real estate being conveyed hereunder in accordance with all legal requirements. If the amount of said taxes is not known at the time of the delivery of the deed, the same shall be a portion on the basis of the taxes assessed by the Tax Collector for the previous year or the value determined by the Board of Assessors, whichever is the greater, with a reapportionment to be made as soon as the new tax rate and valuation can be ascertained.

15. Building and Other Related Permits:

- (a) Governmental Approvals:

Attachment C

Within _____ (_____) days following the date hereof (the "Permit Satisfaction Date") or such later date to which the Permit Satisfaction Date may be extended, in accordance with Paragraph 15(b) hereof, BUYER shall obtain, at its sole cost and expense all Governmental Approvals for construction of the Project, as described in Par. 4. At any time prior to the Permit Satisfaction Date that BUYER reasonably determines that the Governmental Approvals for this project will not be obtained as above provided, BUYER shall forthwith so notify SELLER, whereupon the deposit shall be refunded to BUYER and this Agreement shall thereupon terminate and become void without further recourse to the parties hereto, provided BUYER has used due diligence and reasonable efforts and acted in good faith in pursuing said Governmental Approvals. In the event that BUYER fails to give notice of rescission prior to the Permit Satisfaction Date, as it may be extended in this Section, BUYER shall be deemed to have waived the conditions to Closing contained in this Paragraph 15(a).

The term "Governmental Approval" hereunder shall expressly include those permits which BUYER has identified as necessary for the Project and are identified as follows, with the date by which the same shall be applied for:

1. ANR Plan (Franklin Planning Board Endorsement)
2. Comprehensive Permit (Franklin ZBA)
3. Possible Sewer Extension Permit (Mass. Dept. of Environmental Protection)
4. Request for Determination (Franklin Conservation Commission)
5. Notice of Intent and Local Wetland Filing (If no. 4 is positive) (Franklin Conservation Commission)
6. Building Permit (Franklin Building Department)
7. Public Way Access Permit (Franklin Department of Public Works)

Should there be any additional permits which become necessary for BUYER to obtain due to changes in the law or because of project changes approved by TOWN, the parties shall confer with each other relative to same. TOWN may terminate this agreement if in its reasonable opinion any such new permit will cause an unreasonable delay in the closing, provided however that BUYER may opt to continue and close on or before the Permit Satisfaction Date. Governmental Approvals shall not be deemed to have been received until all appeal periods therefrom shall have expired without appeal, or if an appeal is taken, such appeal shall have been resolved to the reasonable satisfaction of the BUYER.

BUYER shall promptly notify SELLER when all Governmental Approvals have been granted, all appeal periods therefrom having expired without appeal, or if an appeal is taken, when such appeal is resolved to the reasonable satisfaction of BUYER ("the Permit Satisfaction Notice").

Any appeals shall be defended by BUYER at its sole cost and expense. The SELLER shall be kept informed, supplied with such information as it may request and shall be allowed to participate to the extent SELLER desires.

15(b) SELLER hereby authorizes and empowers BUYER in the name of SELLER or BUYER, or both, to make at its sole cost and expense, any and all applications, filings and submissions necessary and appropriate to obtain the Governmental Approvals, as relates to matters involving the SELLER, subject to review and approval by the SELLER, which shall not be unreasonably withheld or delayed. SELLER agrees to cooperate fully with BUYER in securing all Governmental Approvals so long as there is no cost or expense to the SELLER. BUYER shall reimburse and/or pay for any cost or expense incurred by SELLER so long as BUYER is informed of said cost or expense prior thereto and approves of same.

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If BUYER has not obtained said approvals by the Permit Satisfaction Date, and upon the its determination that the BUYER has utilized due diligence, reasonable efforts and acted in good faith in attempting to obtain said approvals, the SELLER may, in its sole discretion, extend the Permit Satisfaction Date for an additional period. SELLER may, as a condition of such extension, require a nonrefundable, payment by BUYER, the amount of said payment to be mutually agreed-to by the parties at that time.

BUYER shall inform the TOWN periodically or as requested as to the progress of the Governmental Approvals and shall supply such information as is requested by SELLER.

16. Compliance With Applicable Law:

Any and all actions undertaken by the BUYER in accordance with this Agreement or its obligations to construct and maintain the property under the agreement shall be done in full compliance with all applicable local, state and federal laws, rules and regulations.

17. Deposits:

All deposits made hereunder shall be held in escrow by the TOWN ATTORNEY and the same shall be duly accounted for at the time for performance of this Agreement. In the event of a disagreement between the parties considering the deposit, the deposit shall continue to be held in escrow pending mutual instructions given by the TOWN and the BUYER or in accordance with judicial determination.

18. BUYER's Default and TOWN's Right to Terminate

Each of the following shall constitute BUYER's default and grounds for TOWN to terminate this agreement:

- a. BUYER's failure to tender the balance of the purchase price at the time set for closing or to make any deposit or other payment when due.
- b. BUYER's refusal or failure to execute any agreement restriction, covenant, mortgage or other instrument in form satisfactory to TOWN to ensure the timely construction of the project and/or land use restrictions as described in Paragraph 4.
- c. BUYER's refusal or failure to perform any other obligation imposed upon it by any provision of this agreement PROVIDED THAT TOWN shall have given written notice thereof to BUYER and thirty (30) days have elapsed without BUYER's taking remedial action satisfactory to TOWN.
- d. BUYER's attempted assignment of its rights and obligations under this agreement in violation of Paragraph 28.
- e. BUYER's filing for voluntary bankruptcy or reorganization, BUYER's legal dissolution or formal cessation of business, the filing of an involuntary bankruptcy or other creditor's proceeding against BUYER which BUYER fails to have dismissed within thirty (30) days.
- f. TOWN's determination that any warranty, representation, or information contained in BUYER's Proposal or this agreement was not completely true and accurate when made or is no longer so PROVIDED THAT TOWN shall have given written notice thereof to

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BUYER and thirty (30) days have elapsed without BUYER's taking remedial action satisfactory to TOWN.

19. TOWN's Remedies in Event of BUYER's Default:

Should the BUYER fail to fulfill the BUYER's obligations to purchase the property or otherwise commit an event of default specified in the previous paragraph, all deposits made by the BUYER shall be retained by the TOWN as liquidated damages, unless within thirty (30) days after the time for performance of this Agreement, or any extension period, the TOWN shall otherwise notify the BUYER in writing. In the event of BUYER's default, TOWN shall not be limited to retention of BUYER's deposit but shall, instead, have available to it, at its option, all rights and remedies both at Law and in Equity.

20. No Broker Involved: Mutual Indemnification:

The TOWN and the BUYER warrant and represent to each other that they have had no contacts with anyone who would be entitled to a commission or similar fee in connection with the purchase and sale of the premises hereunder. Each party agrees to protect, indemnify and hold the other harmless from and against any and all liability, claims, losses, costs and expenses (including attorneys fees and expenses), should such representation or warranty not be true. The provisions of this section shall specifically survive the delivery of the deed or any earlier termination of this Agreement.

21. Restrictions And Controls Upon BUYER:

In addition to all other restrictions and obligations that may be imposed upon the BUYER pursuant to this agreement, the BUYER agrees for itself and its successors, transferees and assigns, and every successor in interest to the property or any part or portion thereof, and the deed and other closing documents shall be subject to and contain covenants on the part of the BUYER for itself and its successors and assigns that:

- (a) BUYER shall timely construct the Project in full compliance with TOWN's RFP, BUYER's Proposal and all Governmental Approvals, and BUYER agrees to execute a Land Development Agreement covenant, or other separate document, together with a mortgage to secure BUYER's obligations thereunder, and
- (b) The BUYER shall devote the property only to and in accordance with the use(s) as specified in Paragraph 4 of this Agreement, and subject further to the provisions of any applicable laws, rules or regulations. BUYER agrees to execute permanent restrictions to be contained in the Deed or other recorded instrument to ensure that property's use shall be limited to _____, and
- (c) BUYER shall not discriminate upon the basis of race, color, sex, religion, physical condition or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon or any part thereof, and
- (d) BUYER agrees to execute deed restrictions and/or an agreement to ensure that all property shall be owned or treated as owned by a for profit entity and not as tax-exempt or reduced tax property; and if such property becomes owned by a non-profit or would

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regardless of ownership be entitled to reduced assessment or reduced tax obligations or treatment, that the property owner shall nonetheless be taxed and/or pay taxes or in lieu of tax payments based on what the taxes would be if the owner/operator was a for profit entity or activity, and

- (e) BUYER agrees to execute such deed restrictions as necessary to ensure access to and use of the subject property as provided for herein, including for parking purposes on the subject property.
- (f) BUYER agrees to execute an easement for the creation of a maintenance and emergency access lane between the subject property and the adjoining property of the Town of Franklin.
- (g) BUYER agrees to execute such conditions as set forth by TOWN regulatory bodies and departments, such as, by way of example, conditions imposed by the Planning Board as part of the permit process.
- (h) Conveyance is subject to such easements as shown on the final subdivision plan approved by the Planning Board for water, sewer, utilities and access. The TOWN shall make said conveyance subject to reserving said easements or the BUYER shall grant said easements to the TOWN.

These obligations and covenants may be contained in the deed and in such other documents requested by the SELLER, including a recorded Land Development Agreement, covenant, easement or other instruments, reasonably necessary to ensure their continued existence and being in full force and effect.

It is intended and agreed, and the deed and other closing documents shall so expressly provide, that the covenants provided under this Agreement shall run with the land, binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the TOWN, its successors and assigns, both for and its or their own right and also to protect the interest of the community and other parties, public and private, in whose favor or for whose benefit the covenants have been provided, against the BUYER, its successors and assigns, and every successor in interest to the property or any part thereof or any interest therein and any party in possession or occupancy of the property or any part thereof. The covenant provided herein shall remain in effect without limitation as to time. The closing documents may include a mortgage or other document to ensure the performance of the BUYER of its obligations to construct the project as called for hereunder or otherwise approved by the SELLER, which mortgage shall be discharged upon the issuance of the certificate of occupancy, subject to an agreement by the BUYER to complete the construction of such other items not then completed which would not otherwise delay the issuance of a certificate of occupancy. BUYER's satisfaction of its obligations contained in this Paragraph 21 and its subparts shall be both a condition to TOWN's obligation to deliver the deed and shall survive said delivery.

22. Limitation on Liability of SELLER:

No officer, director, employee, agent, official or representative of the TOWN or any of such person's separate assets or property shall have or be subject to any liability with respect to any obligation or liability of the TOWN. It is acknowledged and understood by the parties that the members of the TOWN executing this Agreement and any related documents thereto either now or in the future, are doing so in their official capacity only and not in their individual capacity. The

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provisions of this clause shall specifically survive delivery of the deed or earlier termination of this agreement.

23. Non-Discrimination In Employment:

The BUYER, for itself, its successors and assigns, agrees that in the construction of the improvements in accordance with the provisions of this Agreement:

- (a) The BUYER will not discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin. The BUYER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The BUYER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the TOWN setting forth the provisions of this non-discrimination clause.
- (b) The BUYER will, in all solicitations or advertisements for employees placed by or on behalf of the BUYER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

24. BUYER's Access to Property Prior to Transfer:

TOWN may permit BUYER access to the property prior to transfer for the purpose of inspections, measurements testing and/or preliminary site work; if TOWN chooses to provide access, it may condition its approval upon BUYER's execution of an access agreement satisfactory to TOWN which shall, at a minimum, require BUYER, at its expense, to restore any land disturbances or otherwise to provide remediation for BUYER's activities in the event BUYER fails to take title to the property, to waive in advance all claims for injury or damages; to indemnify and hold TOWN harmless from and against all liability, damage or expense arising from any activity of BUYER or its agents, consultants or contractors, and to provide surety satisfactory to TOWN.

25. TOWN's Access To Property Subsequent to Transfer:

The BUYER, its successors and assigns, shall from time to time until the construction is completed, at all reasonable hours, give to the duly authorized representatives of the TOWN, free and unobstructed access for inspection purposes to any and all of the improvements constructed on the property by the BUYER, its successors and assigns, and to all open areas surrounding the same. SELLER shall provide BUYER, its successors and assigns and agents, access to the Premises upon twenty-four (24) hours notice. This provision shall survive the delivery of the deed.

26. Notices:

Any and all notices hereunder shall be deemed given if (i) delivered by hand, or (ii) sent by certified or registered mail, postage pre-paid, or delivered in a manner by which civil process may be served, if delivered/addressed as follows: To the TOWN: TOWN OF FRANKLIN, with a copy to: Mark G. Cerel, Franklin Town Attorney, 355 East Central Street, Franklin, MA 02038; to the BUYER _____, with a copy to its attorney: _____.

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27. Representation As To Warranties By the BUYER Relative To Execution Hereof:

The BUYER expressly warrants and represents to the TOWN, and the TOWN in reliance thereof, entered into this agreement that:

- (a) The BUYER is a Massachusetts corporation, validly existing, with full right, power and authority to make, execute, deliver and perform this Agreement, and
- (b) The person executing this Agreement on behalf of the BUYER is duly and validly authorized to do so. A certificate of corporate vote shall be supplied by the BUYER upon the execution of this Agreement, and
- (c) The BUYER is acquiring the property with the express intent to develop it in full compliance with TOWN's RFP and BUYER's Proposal and within the agreed-upon time period.

28. Estoppel Certificate:

At the request of either party prior to the delivery date, and any time and from time to time, the other shall execute and deliver within ten (10) business days after request therefor, a certificate which acknowledges facts concerning this Agreement, any provisions of this Agreement and any payments made in connection with this Agreement.

29. Assignment:

The BUYER shall not assign its rights and obligations under this Agreement without the prior consent of the TOWN, provided however, that an assignment to an affiliate organization controlled by BUYER shall be approved upon the presentment of satisfactory evidence to the SELLER that the affiliate is controlled 100% by the BUYER. The giving of consent under any other circumstances shall be solely within TOWN's discretion.

30. Recordation:

BUYER shall not record either this agreement or any notice thereof without TOWN's prior written permission; any violation of this provision shall render this agreement null and void at TOWN's option.

31. Construction Of Agreement And Severability:

This Agreement, executed in multiple originals, is to be construed as a Massachusetts contract and is to take effect as a sealed instrument. If any provision of this Agreement shall to any extent be deemed invalid, the remainder of this Agreement shall not be effected thereby and shall remain in full force and effect as if such invalid provision were never included herein, if the remainder would continue to conform to the requirements of applicable law and the Plan. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be cancelled, modified or amended except by a written instrument executed by both the TOWN and the BUYER. This Agreement shall not be recorded by the BUYER; if the same is recorded by the BUYER, then at the option of the TOWN, this agreement may be terminated and the deposit shall be forfeited to the TOWN. The captions used herein are only being used as a matter of convenience and are not to be

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considered a part of this Agreement or to be used in determining the intent of the parties entering into same.

32. Obligations and Rights and Remedies Cumulative and Separable

The respective rights and remedies of the TOWN, the Town of Franklin, and the BUYER, whether provided by this Agreement, or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different time of any other such rights or remedies.

33. Covenants to be Enforceable by TOWN

The covenants herein contained, which are expressed to be covenants running with the land, shall be stated or incorporated by reference in any installment or conveyance or lease relating to the Property or any portion thereof or any interest therein and shall in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and TOWN against the BUYER (including its successors and assigns to or of the Property or any part thereof or any interest therein and any party in possession or occupancy of the Property or any part thereof). It is the intention of the TOWN that the benefit of the covenants running with the land which are contained in any instrument or conveyance relating to the Property shall be enforceable only by the TOWN, those authorized by law to enforce the same and their successors and assigns.

34. TOWN's Officials and Officers Barred From Interest

- a. No member, official or employee of the TOWN shall have any personal interest, direct or indirect, in this Agreement or the BUYER, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the TOWN shall be personally liable to the BUYER or any successor in interest in the event of any default or breach by the TOWN or for any amount which may become due to the BUYER or to its successors or on any obligations under the terms of this Agreement.
- b. After the date hereinabove first written, the BUYER shall not, without a prior finding by the TOWN that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Plan or related Project and who is named on any list which may be furnished by the TOWN to the BUYER as having so participated, or permit any such person to directly or indirectly acquire an interest (except an interest based upon the ownership of its capital stock if such stock is publicly held or offered) in the BUYER or in the Property prior to the completion of the project in accordance with this Agreement and the Plan.
- c. The BUYER covenants that it has not employed or retained any company or person (other than full-time, bonafide employee working for the BUYER) to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person any percentage, or brokerage fee, contingent upon or resulting from the execution of this Agreement.

35. Matters To Be Disregarded

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The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in constructing or interpreting any of the provisions of this Agreement.

36. Agreement Binding on Successors, Transferees and Assigns

The respective provisions of this Agreement, in accordance with their terms, shall be binding upon, and shall inure to the benefit of the successors, transferees and assigns of the TOWN, the BUYER and the public body or bodies succeeding to the interests of the TOWN, and to any subsequent grantees of the Property.

37. Incorporation of other laws and documents:

It is agreed and understood that all applicable laws, rules and regulations, whether stated herein or not, are deemed incorporated by reference herein. Furthermore, it is agreed and understood that terms of the TOWN's RFP dated _____ and the Developer's proposal dated _____ are incorporated by reference herein, except as the same may be changed by the terms of this Agreement. In the event of a conflict, the terms of this Agreement shall govern.

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

Approved as to form:

SELLER, Town of Franklin by,

Mark G. Cerel
Franklin Town Attorney

BUYER, _____
by,

, President