



FRANKLIN TOWN COUNCIL

May 6, 2015

7:00 PM

A. APPROVAL OF MINUTES – *April 1, 2015, April 15, 2015*

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 others.*

C. PROCLAMATIONS/RECOGNITIONS

D. CITIZEN COMMENTS

E. APPOINTMENTS – *Conservation Commission*

F. HEARINGS

G. LICENSE TRANSACTIONS

- » *Table & Vine, Inc. – Annual Wine & Malt Package Store - New License – 7:10 pm*
- » *Gill N Sidhu, LLC – Chinese Mirch - Change of DBA- 7:10 pm*
- » *British Beer Company – Change of Manager- 7:10 pm*

H. PRESENTATIONS/DISCUSSIONS – *Purple Heart Presentation
Cable TV
Culture District*

I. SUBCOMMITTEE REPORTS

J. LEGISLATION FOR ACTION

1. *Resolution 15-17: Amending the Senior Citizen Property Tax Work-Off Abatement Program*
2. *Resolution 15-18: Acceptance of Gift – Council on Aging*
3. *Resolution 15-19: Appropriation - Fire Truck Stabilization Fund*
4. *Resolution 15-20: Appropriation – Athletic Fields Capital Improvement Stabilization Fund*
5. *Resolution 15-21: Appropriation – Capital FY 15*
6. *Resolution 15-22: Appropriation - Sewer Enterprise Capital FY 15*
7. *Resolution 15-23: Appropriation – Water Enterprise Capital FY 15*
8. *Resolution 15-24: Authorization to Issue Request for Proposals – Pond Street Property*
9. *Resolution 15-25: Authorization to Issue Request for Proposals – Pond Street Property*
10. *Bylaw Amendment 15-747: Amendment of Service Fee Rates – Solid Waste and Recycling*
– *1st Reading*

K. TOWN ADMINISTRATOR'S REPORT

L. OLD BUSINESS

M. NEW BUSINESS

N. COUNCIL COMMENTS

O. EXECUTIVE SESSION

P. ADJOURN

**FRANKLIN TOWN COUNCIL
MINUTES OF MEETING
April 1, 2015**

A meeting of the Town Council was held on Wednesday, April 1, 2015 at the Franklin Municipal Building, 355 East Central Street, Franklin, Massachusetts. Councilors present: Andrew Bissanti, Robert Dellorco, Brett Feldman, Matt Kelly, Thomas Mercer (by Remote Participation), Peter Padula, Judith Pond Pfeffer, Robert Vallee, Steve Williams. Administrative personnel in attendance: Jeffrey Nutting, Town Administrator; Maxine Kinhart, Assistant to the Town Administrator; Mark Cerel, Town Attorney; Judith Lizardi, Recording Secretary.

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

APPROVAL OF MINUTES: *February 4, 2015, March 4, 2015, March 18, 2015, March 18, 2015 – Executive Session.* **MOTION** to **Approve** by Padula. **SECOND** by Kelly. **ROLL CALL VOTE:** Bissanti-YES; Feldman-YES; Kelly-YES; Mercer-YES (by remote); Padula-YES; Pfeffer-YES; Vallee-YES; Williams-YES. **YES-8, NO-0, Absent-1 (Mr. Dellorco not yet present).** **Passes.**

ANNOUNCEMENTS: Chairman Vallee announced the meeting would be recorded by Franklin TV and available for viewing on Comcast Channel 11 and Verizon Channel 29. This meeting may also be recorded by and available on *Franklin Matters*.

PROCLAMATIONS/RECOGNITIONS: ► *Purple Heart Town.* Chairman Vallee read Proclamation: “The Town Council of the Town of Franklin hereby proclaims the Town of Franklin as a Purple Heart Town...honoring the service and sacrifice of our nation’s men and women in uniform wounded or killed by the enemy while serving to protect the freedoms enjoyed by all Americans.”

CITIZEN COMMENTS: None.

APPOINTMENTS: ► *Horace Mann Statue Committee* - Jeff Roy, Tom Mercer, Robert Dellorco, Lisa Piana and Mary Olsson.

HEARINGS: None.

LICENSE TRANSACTIONS: ► *Transfer of Liquor License - Jimmy D’s d/b/a The GBU.* **MOTION** by Pfeffer to **Approve** the transfer of the license formerly held by Socco Rose d/b/a The GBU and the new manager to be James A. DeVito. **SECOND** by Feldman.

Mr. Kelly recused himself; Mr. Padula recused himself.

ROLL CALL VOTE: Bissanti-YES; Feldman-YES; Mercer-YES (by remote); Pfeffer-YES; Vallee-YES; Williams-YES. **YES-6, NO-0, Abstain-2, Absent-1 (Mr. Dellorco not yet present).** **Passes.**

LEGISLATION FOR ACTION (*legislation item addressed out of order*):

2. Resolution 15-14: Appropriation: Capital FY 15 – Diesel Asphalt Hot Box. Ms. Pfeffer read the resolution to transfer/appropriate \$35,000 for the 2015 Capital Improvement Plan-DPW Diesel Asphalt Hot Box. **Discussion:** ► Mr. Nutting stated that that price has been reduced to \$30,000. ► Carlos Rebelo, Highway Superintendent, provided information on the Diesel Asphalt Hot Box. Carried on a trailer, it heats up the hot-top which helps to melt the tar into existing potholes making a more secure, long-lasting and quality patch repair. It can be used year-round to fill potholes. This device has been discussed during the past few years. If approved, it will take three weeks to get into operation. The Hot Box should last ten years with minor repairs. ► Mr. Kelly emphasized that this idea was originally brought to Council's attention by a Franklin citizen during a Senior Center breakfast meeting—the Council does listen, thanks citizens and encourages citizens to continue to offer suggestions and ideas.

Amend Resolution 15-14: Appropriation: Capital FY 15 – Diesel Asphalt Hot Box: Cost reduced by \$5,000 to new purchase price of \$30,000. **MOTION** to Amend Resolution 15-14 by Pfeffer. **SECOND** by Feldman. **ROLL CALL VOTE:** Bissanti-YES; Feldman-YES; Kelly-YES; Mercer-YES (by remote); Padula-YES; Pfeffer-YES; Vallee-YES; Williams-YES. **YES-8, NO-0, Absent-1 (Mr. Dellorco not yet present).** **Passes.**

Mr. Dellorco entered the meeting.

MOTION to Move Resolution 15-14 by Pfeffer. **SECOND** by Kelly. **ROLL CALL VOTE:** Bissanti-YES; Dellorco-YES; Feldman-YES; Kelly-YES; Mercer-YES (by remote); Padula-YES; Pfeffer-YES; Vallee-YES; Williams-YES. **YES-9, NO-0.** **Passes.**

PRESENTATIONS/DISCUSSIONS: ► **Gary McCarraher – Ping4alerts!** Ping4alerts! is an emergency communications system that allows public safety groups to send location-based emergency alerts and other information to people that signed up for the free ping4alerts! app on a mobile device. The receivers can then receive safety alerts on their mobile device. No identifiable information of the receiver is provided to the Town. The app connects automatically to Twitter and Facebook. This app would be available for Town-wide use for public safety, public works, schools, and Town administration. Currently, Mass. Emergency Management uses this app to communicate with public at various times to send emergency information. Ping4alerts! sends safety information and critical messages directly to smartphones in targeted areas. Information may come in the form of text, image or links to information on what to do to protect oneself and others. There is no downside as service is free and does not compromise privacy. App has great potential to get needed information out to people. Each Town department will access it through a laptop and code.

► **Melanson Heath, FY 14 Audit:** Karen Snow and Zachary Fentross from Melanson Heath, and Susan Gagner, Comptroller Town of Franklin, presented an overview of the FY 14 Audit. Ms. Snow briefly reviewed the financial statements. She called attention to the unassigned general fund balance of 9.4% of annual expenditures in the general fund—this is an increase over the previous year. The unassigned general fund balance is healthy and in the target range. She noted that these statements include long-term liabilities. This includes bonds payable which increased quite significantly because of the high school bond. The OPEB liability increased by

about \$5.4 million which is has been doing every year. It is estimated to be about \$89 million over the next 30 years. Most likely within the next five years governmental accounting procedures will require the entire \$89 million liability to be put on the financial statement. Also, the Town of Franklin's portion of the unfunded liability for the Norfolk County Retirement System at this time is estimated to be \$45 million. Beginning FY 2015 this liability will be required to be recognized on the financial statement. The Town's Bond rating went up to AA+. Part of the reason it was upgraded is because of the solid fund balance with no immediate plans to spend the fund balance down. Ms. Snow stated that the Town had a good year overall with positive revenues. Held line on expenditures and turned back \$1.3 million which shows solid and well-managed results on the general fund budget. In comparing Franklin with other towns of comparable size in putting aside money, Ms. Snow stated that only a few smaller, very wealthy communities are fully funding OPEB liability, although most towns have now established an OPEB Trust and are putting in a little bit every year. Very few clients have not started to fund it. Ms. Snow recommended that the Town continue to develop the long-term project regarding comprehensive policies and procedures by both Finance and Treasurer's offices to make sure that the Town's assets are fully protected. Ms. Snow thanked the Town's departments and offices for their help with the audit.

► Mr. Nutting stated the OPEB \$89 million is still not being funded as it should be to meet the 30-year schedule. The liability is there and it will need to be funded. These pressures did not exist a decade ago. Other financial pressures include health insurance costs that are growing and technology that must be replaced more frequently. ► Mr. Kelly gave credit to the Town Administrator and staff to get Town to AA+ rating. ► Mr. Padula expressed concern as to how the Town will pay the \$89 million in liabilities. ► Mr. Nutting stated that regarding funding for pensions in 2032, there should be a \$7 million drop. Regarding OPEB—the State must step in and change the statutory laws. Life span is different, health insurance is very expensive, retirement is often earlier, and regulations are needed for continued pension reform. This will not affect people that have already retired, but it needs reform. The Town is in solid financial condition because each Town Council has been fiscally prudent, recognizing budget and capital plans.

SUBCOMMITTEE REPORTS: Economic Development Committee will be meeting April 8, 2015 at 6PM to further discuss the Pond Street RFP.

LEGISLATION FOR ACTION (*continued*):

1. Resolution 15-13: Appropriation: Town Administration – Insurance Recovery Account.

Ms. Pfeffer read the resolution to appropriate Insurance Proceeds to pay invoices related to damages at the Keller Sullivan School. **MOTION** to **Move** Resolution 15-13 by Pfeffer.

SECOND by Kelly. **Discussion:** Mr. Nutting reiterated the sprinkler break in the school in November. Council must authorize to pay invoices. No cost to taxpayers. **ROLL CALL VOTE:** Bissanti-YES; Dellorco-YES; Feldman-YES; Kelly-YES; Mercer-YES (by remote); Padula-YES; Pfeffer-YES; Vallee-YES; Williams-YES. **YES-9, NO-0. Passes.**

TOWN ADMINISTRATOR'S REPORT: ► Condolences to the family of Susan Rittenhouse who served on the Library Board. Sue is thanked for her wonderful public service. Thoughts and prayers go to the family. ► Sunday openings have been a big success at Transfer Station and

will continue year round, although closed on some Sundays, holidays and due to weather events. ► Finance Committee meeting will be held next Tuesday night to deliberate Capital Plan. ► FEF Spelling Bee next Wednesday is a fun event. ► Welcome Maureen Sabolinski back to work. ► Received a letter from a citizen thanking the DPW for their great work and response to a call. ► Snow and ice budget about \$550,000 over the original \$950,000. FEMA will be contacted for reimbursement, and will try to pay off with free cash.

OLD BUSINESS: ► Mr. Kelly stated the need to get someone for PR for the Town. All the great things done in the Town should be recognized. ► Mr. Nutting stated PR will be included in budget. ► Mr. Bissanti expressed that the need for a public relations office should have been done three years ago. From reading many articles about Franklin, it is evident a PR person is a much needed resource. ► Ms. Pfeffer reminded Council that last time this was discussed Council was going to look at Dean or local college student for PR internship. ► Mr. Nutting stated currently interviewing professional firms. It is better to get a professional to be available at all times. ► Chairman Vallee suggested that since there is a great TV studio in Town they could hire a news person and produce a Franklin TV show with daily newscasts. ► Mr. Nutting stated they have many shows planned and a radio station which will help pump out the news---this is about one year away.

NEW BUSINESS: None.

COUNCIL COMMENTS: ► Mr. Dellorco expressed sympathy to the Galvin family for their loss. ► Chairman Vallee reminded the Council of the new TV studio in Town.

EXECUTIVE SESSION: None.

ADJOURN: MOTION by Kelly to **Adjourn. SECOND** by Williams. **ROLL CALL VOTE:** Bissanti-YES; Dellorco-YES; Feldman-YES; Kelly-YES; Mercer-YES (by remote); Padula-YES; Pfeffer-YES; Vallee-YES; Williams-YES. **YES-9, NO-0. Passes. Meeting adjourned at 8:01PM.**

Respectfully submitted,

Judith Lizardi
Recording Secretary

**FRANKLIN TOWN COUNCIL
MINUTES OF MEETING
April 15, 2015**

A meeting of the Town Council was held on Wednesday, April 15, 2015 at the Franklin Municipal Building, 355 East Central Street, Franklin, Massachusetts. Councilors present: Andrew Bissanti, Robert Dellorco, Brett Feldman, Matt Kelly, Thomas Mercer, Peter Padula, Judith Pond Pfeffer, Robert Vallee, Steve Williams. Administrative personnel in attendance: Jeffrey Nutting, Town Administrator; Maxine Kinhart, Assistant to the Town Administrator; Mark Cerel, Town Attorney; Judith Lizardi, Recording Secretary.

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

APPROVAL OF MINUTES: None.

ANNOUNCEMENTS: Chairman Vallee announced the meeting would be recorded by Franklin TV and available for viewing on Comcast Channel 11 and Verizon Channel 29. This meeting may also be recorded by and available on *Franklin Matters*.

PROCLAMATIONS/RECOGNITIONS: None.

CITIZEN COMMENTS: ► Richard Griffin, 577 Pleasant Street, praised the excellent snow removal job done by the Town during this difficult winter. ► Dale Lippert, 8 Beth Road, provided photographs showing flooding on property beginning in 1970, project plans for the pumping system, and pictures of Town workers installing pumping system. He reiterated the apparatus installed not only includes a pump and generator, but a discharge pipe, manholes in front and back yards and catch basin all connected by perforated pipe. Although the entire system is currently working, it has been left unchecked. Expressed concern about recent letter sent by DPW stating the Town is eliminating responsibility of this issue. The flooding affects residents of four properties. Also, the pump house lock is on the ground. ► Al Clark, 53 Crocker Avenue, stated his front yard is ripped up and covered with water due to the grading on the street from recent water line installation work in area. As well, neighbor is getting water in basement as a result. Would like to make sure this road issue gets addressed. As well, many vehicles have been speeding on road and would like to get street sign indicating children are present.

HEARINGS: None.

LICENSE TRANSACTIONS: ► *Hamra Noodles, LLC, D/B/A Noodles & Company New License.* Ms. Pfeffer read the motion. **Discussion:** ► Kenneth Allen, Vice President and General Counsel of Hamra Noodles presented information on this franchise and other operations and stated support for beer and wine license at 648 Old West Central Street. Building size is 2,500 sq. ft. with seating capacity of 70. ► Joel Aldrich, Regional Director of Operations, provided information about the company including restaurant type, menu, operation hours and staff training, and stated beer and wine is an addition to the meal as this is not a bar environment.

Customers requesting liquor must order at counter and show ID. Liquor license hours will coincide with hours of operation seven days per week from 11 a.m. to 10 p.m. He would be willing to consider ID scanners for liquor sales which are approximately 2% of overall business. ► Matthew Gaudreau, Manager, commented on staff training and teaching information for new employees. Has prior experience and will be on premises 45-50 hours per week. About 40% of business is take-out. ► Mr. Cerel stated when food service is stopped, alcohol service must stop. ► Sarah Brady, owner and abutter, 658 Old West Central Street, strongly objected to the building, parking spaces, site line visibility and location of transformer and stated her comments have been ignored. In addition, a liquor license should not be granted to an establishment next to a residential building. **MOTION** by **Bissanti** to **Approve** the new Wine and Malt beverages license for a new restaurant located at 648 Old West Central Street. **SECOND** by **Padula**. **VOTE to Approve: Yes-9, No-0.**

► **Gill N Sidhu, LLC – Chinese Mirch - Change of DBA.** Ms. Pfeffer read the motion. **Discussion:** Mr. Kelly stated disappointment that applicants did not attend meeting and requested to continue this change of D/B/A until next Council meeting when applicants are present. **MOTION** by **Kelly** to **Continue** the change of D/B/A to Chinese Mirch for the License held by Gill N. Sidhu, LLC. **SECOND** by **Dellorco**. **VOTE to Continue: Yes-9, No-0.**

► **Maguro House- New Officer and Director, Transfer of Stock and New Stockholder.** Ms. Pfeffer read the motion. **MOTION** by **Pfeffer** to **Approve** the application for new officer/director, transfer of stock and new stockholder. **SECOND** by **Kelly**. **VOTE to Approve: Yes-9, No-0.**

PRESENTATIONS/DISCUSSIONS: ► **Curbside Collection – Brutus Cantoreggi.** As Mr. Cantoreggi was unavailable, Mr. Nutting provided an overview of curbside collection. Currently, in the process of renewing five-year contract with Waste Management. Requested proposals from other companies, but none were competitive. Extra collections for yard waste designated at two in spring and two in fall with additional Christmas tree pick-up in January. Each costs \$10,000, but yard waste collections only used by approximately 12% of customers. Council should consider reducing yard waste collections to one each in spring and fall. Also, Council should consider changing bulk burnable item pick-up to \$20 fee. If both changes made, could reduce annual fee by \$4.00 per household. This savings would offset the increase in overall price; therefore, current rate could remain in effect. If residents opposed reduced extra collections, could reinstate. ► Mr. Kelly stated that opening the Transfer Station on Sundays was a great idea. Requested language in new curbside collection contract regarding trash collection plans after weather and other events which postpone scheduled collection days. ► Mr. Nutting stated having discussions with contractor to determine what can be done to make easier.

SUBCOMMITTEE REPORTS: ► Economic Development Committee decided to proceed with the RFP process for Pond Street in two-pronged approach. Simultaneously requesting proposals for mixed-use with residential component, and a solar component as a separate RFP. EDC did not feel putting one out before the other would be fair to either project. ► Capital Subcommittee met this evening and items will come to Council on May 6, 2015 for approval.

LEGISLATION FOR ACTION:

- 1. Resolution 15-15: Appropriation and Authorization to Borrow for Purchase and Renovation of Improved Property for Franklin Recreation Department.** Ms. Pfeffer read the resolution. **MOTION to Move** Resolution 15-15 by **Mercer. SECOND** by **Dellorco.**
Discussion: ► Mr. Nutting stated this and next resolutions go together regarding buying building at 275 Beaver Street to relocate Recreation Department from current location at 150 Emmons Street. Will need money to renovate which can come from multiple means including sale of municipal building and increased recreation fees. Town looked at leasing property but cost-wise makes more sense to purchase building. ► Mr. Dellorco commented that there are many plans for recreation programs and building will hopefully pay for itself. ► Mr. Bissanti and Mr. Padula both affirmed good location. ► Ms. Pfeffer stated that Beaver Street will need sidewalks if there will be children walking from schools to recreation building. ► Mr. Nutting stated he will look at price for sidewalks. **VOTE: YES-9, NO-0. Passes/ Unanimous.**
- 2. Resolution 15-16: Purchase of Property at 275 Beaver Street for Franklin Recreation Department's Use.** **MOTION to Waive** the reading of Resolution 15-16 by **Kelly. SECOND** by Mercer. **Vote: YES-8, NO-1.** Ms. Pfeffer state that resolution should be read to public. **MOTION to Waive** reading of resolution **Withdrawn** by **Kelly.** Ms. Pfeffer read the resolution. **MOTION to Move** Resolution 15-16 by **Mercer. SECOND** by **Kelly.**
Discussion: ► Mr. Nutting stated property is subject to 21E Environmental review. Will not buy land if found to be contaminated. Last 21E was performed in mid-1990s, underground tank was found, property was cleaned. ► Mr. Bissanti stated concern regarding hydraulic lift on the property. **VOTE: YES-9, NO-0. Passes/ Unanimous.**
- 3. Bylaw Amendment 15-746: Chapter 181, Wetlands Protection – 2nd Reading.** **MOTION to Waive** the reading of Resolution 15-746 by **Mercer. SECOND** by **Kelly. VOTE: YES-9, NO-0. MOTION to Move** Resolution 15-746 by **Mercer. SECOND** by Kelly.
Discussion: ► Mr. Nutting stated this allows Conservation Commission to pass investigation costs to the applicant. **ROLL CALL VOTE:** Bissanti-YES; Dellorco-YES; Feldman-YES; Kelly-YES; Mercer-YES; Padula-YES; Pfeffer-YES; Vallee-YES; Williams-YES. **VOTE: YES-9, NO-0. Passes/Unanimous.**

TOWN ADMINISTRATOR'S REPORT: ► Recognized the passing of Mr. Howard Crawford, an American hero serving in two wars. Thoughts and prayers go to family. ► Snow and ice removal is over budget by \$550,000. President turned down Governor's request and will only consider one snow event in January to be eligible for reimbursement to which Town spent \$330,000. ► Ten police officers completed training and education course by FBI. ► Will provide proposed Capital Budget at next Town Council meeting. ► Considering June 10 & 11, 2015 for budget public hearing dates. ► DelCarte playground was damaged from winter weather and currently closed due to safety hazard. Will be following up with repairs.

OLD BUSINESS: ► Mr. Kelly requested that pumps on Beth Road continue to be maintained and broken locks be repaired as situation is reviewed. ► Mr. Nutting stated this issue is being looked into. ► Mr. Bissanti clarified that as Town has been taking care of this situation for all these years, and does not want neighborhood underwater, the Town should continue to take care

of the pumps. ► Ms. Pfeffer stated that as the Town gave them a building permit to build the houses, the Town of Franklin is responsible to continue to fix it—otherwise, lawsuit likely. ► Mr. Nutting expressed that it may be less expensive for the Town to buy the house and knock it down than to maintain pumps. ► Mr. Dellorco stated he has spoken with former Town employees and when the flooding situation arose the pumping station was created to fix problem, and Town said they would take care of it. ► Mr. Cerel affirmed the Town has no legal liability and is not in Town's best interest to discuss this in a public forum. ► Mr. Padula stated that just because the Town made a mistake in the past, does not mean the Town needs to continue going forward, and therefore, agrees with Town Council. ► Mr. Kelly requested confirmation that while resolution is being worked out, pumps will be maintained. ► Mr. Nutting affirmed that DPW will go to location and check out this week. ► Mr. Bissanti stated that while Mr. Padula's argument is compelling, the Council members are here to help and service citizens. Mr. Lippert has been paying taxes. The drainage system plan was signed off on and Town should stand by the plans and honor the system and process that has been in place for 47 years. ► Mr. Lippert stated idea of buying house and tearing it down is not a solution because the three other houses on the road will still flood. He questioned how current DPW can eliminate responsibility. The Planning Board allowed house to be built and the pumping system was created and planned by the Town with forethought; therefore, Town should permanently maintain system. ► Mr. Cerel stated that the Town cannot spend taxpayer dollars for specific residents. ► Chairman Vallee stated he would like to visit site and requested costs to maintain pumps. ► Mr. Nutting stated many items are associated with the pumping system including electricity, propane, pumps, generator, and maintenance and will provide costs.

NEW BUSINESS: ► Ms. Pfeffer acknowledged the upcoming retirement of the Town Clerk and questioned if new clerk would earn the same salary. ► Mr. Nutting stated that current Town Clerk's salary is in low 80s and suggested new clerk will start in low 70s. ► Mr. Kelly requested current Town Clerk provide presentation to Town Council to speak about job. Also, requested area survey on local town clerk salaries. ► Mr. Kelly would like Council to make recommendation to Planning Board extending cul-de-sac regulations from 600 to 800 ft. ► Mr. Bissanti agrees with extension, but questions 800 ft. as Wrentham's regulation is 1,200 ft. ► Mr. Bissanti stated the ZBA language for variances is not clear and wording such as change vs. reconstruct vs. rebuild is causing variances to be denied. Language should be clarified as some variances that have been denied may have been a benefit for the Town. Would like to further discuss in workshop or committee level. ► Mr. Cerel stated that variances are standard and state statute. The issue is if have pre-existing, non-conforming and would like to make change. The current language could be more liberal in the zoning by-law and is a policy decision. ► Mr. Dellorco received emails regarding Town tree hanging on the wires at 490 Lincoln Street and is dangerous to children walking to the Sullivan School. ► Mr. Nutting stated he will call tomorrow.

COUNCIL COMMENTS: ► Mr. Kelly stated Town will greatly miss Mr. Howard Crawford at the annual 4th of July parade, and extends condolences to family. ► Ms. Pfeffer stated Mr. Crawford will be greatly missed as well; he walked in every Memorial Day parade and provided wonderful stories of the past. ► Mr. Bissanti stated that Mr. Crawford was a brave Veteran and a true American hero who will be greatly missed. ► Mr. Dellorco also gave condolences to the

Crawford family. In addition, he extended condolences and prayers to the D'Aniello family, owners of the former Caravan Restaurant.

EXECUTIVE SESSION: None.

ADJOURN: MOTION by Mercer to Adjourn. SECOND by Kelly. VOTE: YES-9, NO-0.

Meeting adjourned at 8:25 PM.

Respectfully submitted,

Judith Lizardi
Recording Secretary



APPOINTMENTS

Conservation Commission

William Batchelor
24 Shayne Road

The Conservation Commission has recommended the appointment of William Batchelor to serve as a member of the Conservation Commission.

MOTION to ratify the appointment by the Town Administrator of William Batchelor to serve as a member of the Conservation Commission.

DATED: _____, 2015

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

Deborah L. Pellegri
Town Clerk

ABSTAIN _____

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council



TOWN OF FRANKLIN
BOARD/COMMITTEE VOLUNTEER FORM

If you are interested in volunteering by serving on a Town Board/Committee, please complete this form and return it to the Town Administrator's Office located at 355 East Central Street, Franklin MA. For inquiries call 508-520-4949.

Name: William W. BATCHELOR

Address: 24 Shayne Road, Franklin, MA 02038

Day Telephone: 774-217-1061 (C) Evening Telephone: 508-346-3213

List the Board/Committee (s) you are interested in:

Advisory Committee, Conservation Commission, Design Review Committee

Present Business Affiliation and work:

Semi-Retired. Current - Mentor/Counselor Dedham Correctional Facility
Part-time business advisor - Pharmaceutical Industry.

Government Experience:

Private Sector Only

Education of Special Training:

Addiction services, Town business development,

Positions previously held in town government:

Economic Development Committee - Town of Holliston

How much time would you be willing to donate:

Open

What days of the week and hours would you be available:

Wednesday afternoon, Friday's, evenings

Comment on why you are interested in serving a particular committee and what you think you could contribute:

Considerable corporate experience, worked in other towns, private/community organizations over the years.

Information received will be available to the Board and Committees that you list. To find out more about a Board/Committee click on link: [Boards & Committees](#)



License Transactions:

Table & Vine, Inc.
348 East Central Street
Franklin MA 02038

This is an application for a new Wine & Malt Package Store license for Table & Vine, Inc., Franklin, MA located in the Big Y Grocery Store. The Manager is to be James A. Wilson.

All Departments have signed off on this application.

MOTION to approve the request for a new Wine & Malt Package Store license for Table & Vine, Inc. located at 348 East Central Street, Franklin, MA and approve the Manager, James A. Wilson.

DATED: _____, 2015

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

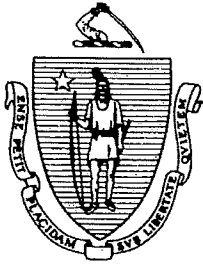
ABSTAIN _____

ABSENT _____

A True Record Attest:

Deborah L. Pellegrini
Town Clerk

Tom Mercer, Clerk
Franklin Town Council



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

For Reconsideration

FORM 43
 MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

ABCC License Number: [] City/Town: Franklin Local Approval Date: 05/06/2015

TRANSACTION TYPE (Please check all relevant transactions):

- New License
- Transfer of License
- Change of Manager
- Cordials/Liqueurs Permit
- 6-Day to 7-Day License
- New Officer/Director
- Change of Location
- Alteration of Licensed Premises
- Issuance of Stock
- Management/Operating Agreement
- Pledge of License
- Pledge of Stock
- Transfer of Stock
- New Stockholder
- Wine & Malt to All Alcohol
- Change Corporate Name
- Seasonal to Annual
- Change of License Type
- Other: []

Name of Licensee: Table & Vine, Inc. EIN of Licensee: 04-1929305
 D/B/A: [] Manager: James A. Wilson
 ADDRESS: 348 East Central Street CITY/TOWN: Franklin STATE: MA ZIP CODE: 02038

Annual or Seasonal: Annual Category: (All Alcohol- Wine & Malt Wine, Malt & Cordials) Type: (Restaurant, Club, Package Store, General On Premises, Etc.)
 Wine & Malt Package Store

Complete Description of Licensed Premises:

Selling space to be located within existing retail grocery store of which the sales floor space is 39,100 sq. feet. An additional 200 sq. feet of lockable storage space located in the rear of the store.

Application Filed: April, 2015 Date & Time Advertised: Apr 16, 2015 Date & Attach Publication Abutters Notified: Yes No

Licensee Contact Person for Transaction: Michael Gold Phone: 413-504-4230
 ADDRESS: 2145 Roosevelt Avenue CITY/TOWN: Springfield STATE: MA ZIP CODE: 01104

Remarks: []

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
 Ralph Sacramone
 Executive Director

Judith Pond Pfeffer
 Clerk, Franklin Town Council

ABCC Remarks:

Town of Franklin

Town Administrator
508-520-4949
Fax: (508) 520-4903



355 East Central Street
Franklin, Massachusetts 02038-1352

RECEIVED

MAY 21 2015

TOWN ADMINISTRATOR
TOWN OF FRANKLIN

NOTICE OF PUBLIC HEARING FRANKLIN, MA New Annual Wine & Malt Package Store License

The Franklin Town Council will hold a Public Hearing on an application by Table & Vine, Inc, for a new annual wine & malt package store license to be located at 348 East Central Street Franklin on Wednesday, May 6, 2015 at 7:10 PM in the Council Chambers on the second floor of the Municipal Building, 355 East Central Street Franklin, MA. Information on this application may be obtained in the Town Administrator's Office.

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Franklin

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual) Table & Vine, Inc.

B. Business Name (if different) :

C. Manager of Record: James Wilson

D. ABCC License Number (for existing licenses only) :

E. Address of Licensed Premises: 348 East Central Street

City/Town: Franklin

State: MA

Zip: 02038

F. Business Phone: 508-553-8705

G. Cell Phone:

H. Email:

strdin37@bigy.com

I. Website:

tableandvine.com

J. Mailing address (If different from E.): 2145 Roosevelt Avenue

City/Town: Springfield

State: MA

Zip: 01104

2. TRANSACTION:

- New License New Officer/Director Transfer of Stock Issuance of Stock Pledge of Stock
 Transfer of License New Stockholder Management/Operating Agreement Pledge of License

The following transactions must be processed as new licenses:

- Seasonal to Annual (6) Day to (7)-Day License Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

- \$12 Restaurant \$12 Hotel \$12 Club \$12 Veterans Club
 \$12 General On-Premises \$12 Tavern (No Sundays) \$15 Package Store

4. LICENSE CATEGORY:

- All Alcoholic Beverages Wine & Malt Beverages Only Wine or Malt Only
 Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- Annual Seasonal

6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME: Michael S. Gold

ADDRESS: 2145 Roosevelt Avenue

CITY/TOWN: Springfield STATE: MA ZIP CODE: 01104

CONTACT PHONE NUMBER: 413-504-4230 FAX NUMBER: 413-504-5230

EMAIL: gold@bigy.com

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises to be licensed. Please note that this must be identical to the description on the Form 43.

Selling space to be located within existing retail grocery store of which the sales floor space is 39,100 sq. feet. An additional 200 sq. feet of lockable storage space located in the rear of the store.

Total Square Footage: 39,100 plus 200 Number of Entrances: 2 Number of Exits: 2

Occupancy Number: n/a Seating Capacity: n/a

IMPORTANT ATTACHMENTS (2) The applicant must attach a floor plan with dimensions and square footage for each floor & room.

8. OCCUPANCY OF PREMISES:

By what right does the applicant have possession and/or legal occupancy of the premises? Final Lease

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): Trust Other:

Name: Joseph Halligan, Trustee of Cadillac Realty Trust Phone: 508-541-5344

Address: 511 E. Central St. City/Town: Franklin State: MA Zip: 02038

Initial Lease Term: Beginning Date April 20, 2011 Ending Date April 19, 2033

Renewal Term: Options/Extensions at: 12/5 Years Each

Rent: \$300,000.00 Per Year Rent: Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?
Yes No

IMPORTANT ATTACHMENTS (4):

1. If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest with the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application.
2. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.
3. If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

9. LICENSE STRUCTURE:The Applicant is a(n): Other :

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization: State of Incorporation/Organization: Is the Corporation publicly traded? Yes No **10. INTERESTS IN THIS LICENSE:**

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license (e.g. landlord with a percentage rent based on alcohol sales).

IMPORTANT ATTACHMENTS (5):A. All individuals or entities listed below are required to complete a Personal Information Form.B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form.

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Donald H. D'Amour	CEO, Director	None	None
Charles L. D'Amour	President, Director, Treasurer	None	None
Claire D'Amour-Daley	Secretary	None	None
Michael S. Gold	Vice President, Asst. Secretary	None	None
Michael P. D'Amour	Vice President	None	None

*If additional space is needed, please use last page.

11. EXISTING INTEREST IN OTHER LICENSES:Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No **If yes, list said interest below:**

Name	License Type	Licensee Name & Address
Table & Vine, Inc.	<input type="text" value="\$15 Package Store"/>	Table & Vine, Inc. 1119 Riverdale St. West Springfield, MA
Table & Vine, Inc.	<input type="text" value="\$15 Package Store"/>	Table & Vine, Inc. 237 Mohawk Trail, Greenfield, MA
Table & Vine, Inc.	<input type="text" value="\$15 Package Store"/>	Table & Vine, Inc. North King St., Northampton, MA
Table & Vine, Inc.	<input type="text" value="\$15 Package Store"/>	Table & Vine, Inc. 2035 Boston Road, Wilbraham, MA
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	

*If additional space is needed, please use last page.

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes No If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes No
2. Are you a Massachusetts Residents? Yes No

B.) For Corporation(s) and LLC(s) :

1. Are all Directors/LLC Managers U.S. Citizens? Yes No
2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes No
3. Is the License Manager or Principal Representative a U.S. Citizen? YES

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes No

B.) For Corporation(s) and LLC(s) :

1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes No
2. Is the License Manager or Principal Representative a U.S. Citizen? Yes No

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:	
B. Purchase Price for Business Assets:	
C. Costs of Renovations/Construction:	\$250,000.00
D. Initial Start-Up Costs:	
E. Purchase Price for Inventory:	\$250,000.00
F. Other: (Specify) <i>LICENSE + FEES</i>	\$2,000.00
G: TOTAL COST	\$502,000.00
H. TOTAL CASH	\$502,000.00
I. TOTAL AMOUNT FINANCED	\$0.00

IMPORTANT ATTACHMENTS (6): Submit any and all records, documents and affidavits including loan agreements that explain the source(s) of money for this transaction. Sources of cash must include a minimum of three (3) months of bank statements.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):

Source of funding will be cash.

*If additional space is needed, please use last page.

18. LIST EACH LENDER AND LOAN AMOUNT(S) FROM WHICH "TOTAL AMOUNT FINANCED" NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:

A.

Name	Dollar Amount	Type of Financing

*If additional space is needed, please use last page.

B. Does any individual or entity listed in §19 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes No

If yes, please describe:

19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)

A.) Is the applicant seeking approval to pledge the license? Yes No

1. If yes, to whom:

2. Amount of Loan: 3. Interest Rate: 4. Length of Note:

5. Terms of Loan :

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock? Yes No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory? Yes No

If yes, to whom:

IMPORTANT ATTACHMENTS (7): If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

20. CONSTRUCTION OF PREMISES:

Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises: Yes No

Description of work:
Remove exiting shelving (existing wide aisle)
Install new Table & Vine shelving
Install new refrigerated beer cases
Add 200 s. feet of lockable storage

21. ANTICIPATED OPENING DATE:

**IF ALL OF THE INFORMATION AND
ATTACHMENTS ARE NOT COMPLETE
THE APPLICATION WILL BE
RETURNED**

APPLICANT'S STATEMENT

I, Charles L. D'Amour the sole proprietor; partner; corporate principal; LLC/LLP member of Table & Vine, Inc., hereby submit this application for Retail Wine & Malt Beverage License (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

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

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

Signature:

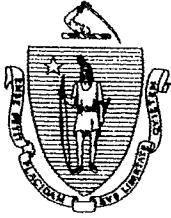


Date:

March 20, 2015

Title:

President/COO



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

PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee	Table & Vine, Inc.	B. Business Name (dba)	
C. Address	2145 Roosevelt Avenue	D. ABCC License Number (If existing licensee)	
E. City/Town	Springfield	State	MA Zip Code 01104
F. Phone Number of Premise	413-784-0600	G. EIN of License	04-1929305

2. PERSONAL INFORMATION:

A. Individual Name	Charles L. D'Amour	B. Home Phone Number	413-784-0600
C. Address	240 Ardsley Road		
D. City/Town	Longmeadow	State	MA Zip Code 01106
E. Social Security Number		F. Date of Birth	
G. Place of Employment	Big Y Foods, Inc.		

3. BACKGROUND INFORMATION:

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

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

None

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.
 *If additional space is needed, please use the last page

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

Signature  Date March 20, 2015

Title President/COO (If Corporation/LLC Representative)



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 Boston, MA 02114
 www.mass.gov/abcc

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1. LICENSEE INFORMATION:

A. Legal Name of Licensee	Table & Vine, Inc.	B. Business Name (dba)	
C. Address	2145 Roosevelt Avenue	D. ABCC License Number (if existing licensee)	
E. City/Town	Springfield	State	MA
		Zip Code	01104
F. Phone Number of Premise	413-784-0600	G. EIN of License	04-1929305

2. PERSONAL INFORMATION:

A. Individual Name	Donald H. D'Amour	B. Home Phone Number	413-784-0600
C. Address	580 Hall Hill Road		
D. City/Town	Somers	State	CT
		Zip Code	06071
E. Social Security Number		F. Date of Birth	
G. Place of Employment	Big Y Foods, Inc.		

3. BACKGROUND INFORMATION:

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

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.


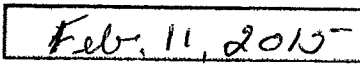
4. FINANCIAL INTEREST:


Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

NONE

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.
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I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature  Date 

Title  (If Corporation/LLC Representative)



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1. LICENSEE INFORMATION:

A. Legal Name of Licensee	Table & Vine, Inc.	B. Business Name (dba)	
C. Address	2145 Roosevelt Avenue	D. ABCC License Number (If existing licensee)	
E. City/Town	Springfield	State	MA
		Zip Code	01104
F. Phone Number of Premise	413-784-0600	G. EIN of License	04-1929305

2. PERSONAL INFORMATION:

A. Individual Name	Claire D'Amour-Daley	B. Home Phone Number	413-784-0600
C. Address	279 Wolcott Avenue		
D. City/Town	West Springfield	State	MA
		Zip Code	06071
E. Social Security Number		F. Date of Birth	
G. Place of Employment	Big Y Foods, Inc.		

3. BACKGROUND INFORMATION:

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

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

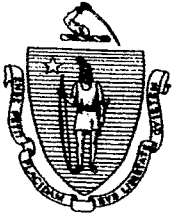
NONE

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.

*If additional space is needed, please use the last page

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

Signature	<i>Claire M. D'Amour-Daley</i>	Date	March 20, 2015
Title	Director/Secretary	(If Corporation/LLC Representative)	



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 Boston, MA 02114
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1. LICENSEE INFORMATION:

A. Legal Name of Licensee B. Business Name (dba)

C. Address D. ABCC License Number (if existing licensee)

E. City/Town State Zip Code

F. Phone Number of Premise G. EIN of License

2. PERSONAL INFORMATION:

A. Individual Name B. Home Phone Number

C. Address

D. City/Town State Zip Code

E. Social Security Number

F. Date of Birth

G. Place of Employment

3. BACKGROUND INFORMATION:

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

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

NONE

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.
 *If additional space is needed, please use the last page

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

Signature Date

Title (If Corporation/LLC Representative)



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PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee B. Business Name (dba)

C. Address D. ABCC License Number (If existing licensee)

E. City/Town State Zip Code

F. Phone Number of Premise G. EIN of License

2. PERSONAL INFORMATION:

A. Individual Name B. Home Phone Number

C. Address

D. City/Town State Zip Code

E. Social Security Number

F. Date of Birth

G. Place of Employment

3. BACKGROUND INFORMATION:

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

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

NONE

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.
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I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature Date

Title (If Corporation/LLC Representative)



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A. Legal Name of Licensee B. Business Name (dba)

C. Address D. ABCC License Number (If existing licensee)

E. City/Town State Zip Code

F. Phone Number of Premise G. EIN of License

2. PERSONAL INFORMATION:

A. Individual Name B. Home Phone Number

C. Address

D. City/Town State Zip Code

E. Social Security Number

F. Date of Birth

G. Place of Employment

3. BACKGROUND INFORMATION:

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

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

NONE

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.
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hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature Date

Title (If Corporation/LLC Representative)



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MANAGER APPLICATION

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Business Name (dba):

Address:

City/Town: State: Zip Code:

ABCC License Number: (If existing licensee) Phone Number of Premise:

2. MANAGER INFORMATION:

A. Name: B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises:

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes No B. Date of Naturalization: C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes No

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes No

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes No

If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

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

Signature

Date



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PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee B. Business Name (dba)

C. Address D. ABCC License Number (If existing licensee)

E. City/Town State Zip Code

F. Phone Number of Premise G. EIN of License

2. PERSONAL INFORMATION:

A. Individual Name B. Home Phone Number

C. Address

D. City/Town State Zip Code

E. Social Security Number

F. Date of Birth

G. Place of Employment

3. BACKGROUND INFORMATION:

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

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.
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I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature Date

Title (If Corporation/LLC Representative)

Additional Space

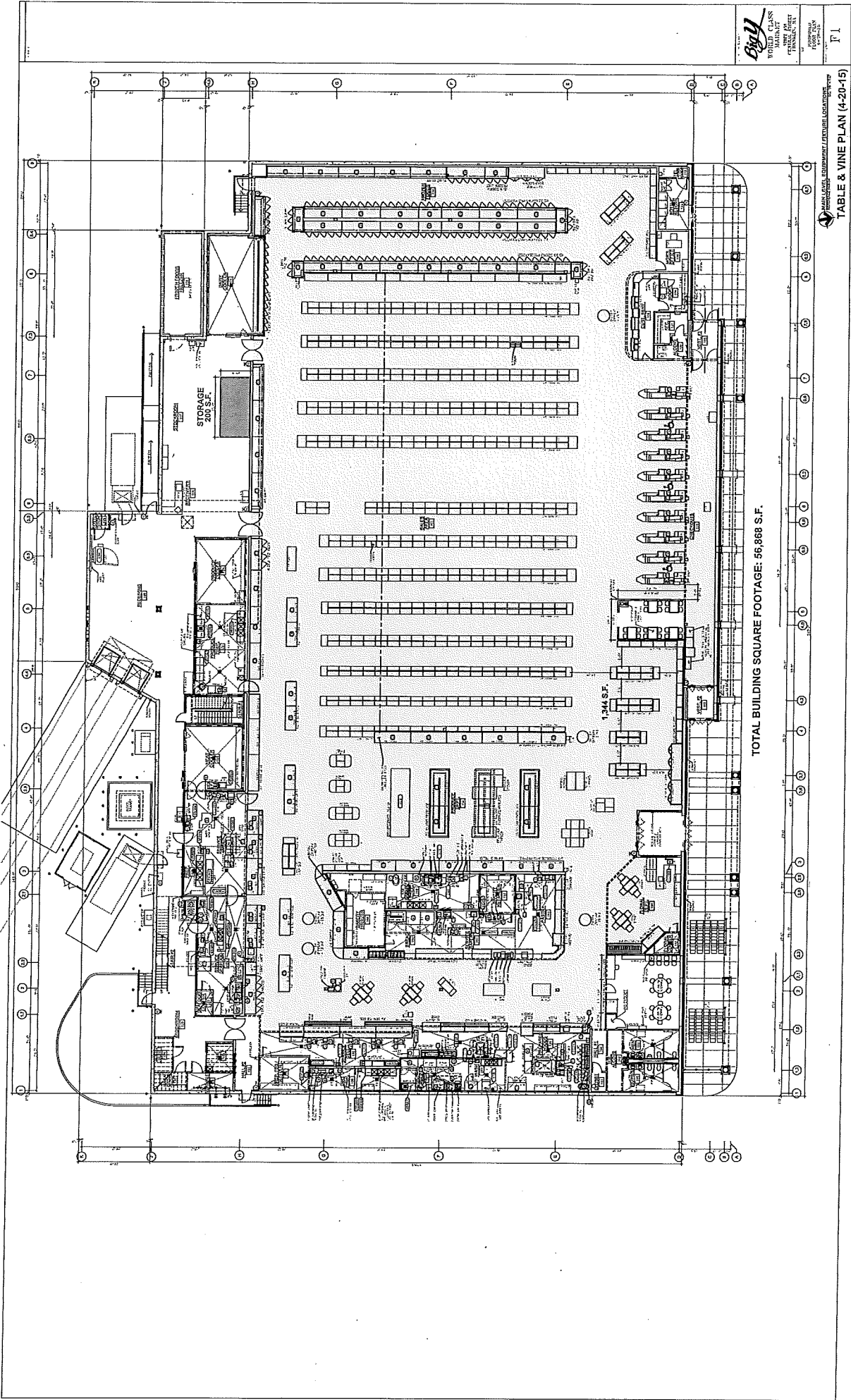
Please note which question you are using this space for.

Question # 10 Interest in this License:

William T. Mahoney Vice President, CFO

None

None



MAIN LEVEL EQUIPMENT/FURNITURE LOCATIONS
TABLE & VINE PLAN (4-20-15)

TOTAL BUILDING SQUARE FOOTAGE: 56,869 S.F.

1,344 S.F.

STORAGE
200 S.F.

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

Bk 28825 Pg 381 #48937
05-26-2011 @ 12:45p

CERTIFY

William P. O'Donnell
WILLIAM P. O'DONNELL, REGISTER

NOTICE OF LEASE

This is to certify that a certain Lease Agreement was entered into by and between **JOSEPH HALLIGAN, TRUSTEE OF CADILLAC REALTY TRUST U/D/T** dated October 9, 1991, recorded with Norfolk Registry of Deeds at Book 9069, Page 526, as amended of record, having a usual place of business at 511 E. Central Street, Franklin, MA 02038 ("Lessor") and **BIG Y FOODS, INC.**, a Massachusetts corporation with a usual place of business at 2145 Roosevelt Avenue, Springfield, Massachusetts 01102-7840 ("Lessee"), and contains the following terms and conditions:

1. ^{*x East*} The Lessor does hereby lease and let a certain parcel of land containing approximately six (6) acres located at 348^{*x East*} Central Street, Franklin, Norfolk County, Massachusetts ("**Premises**") described on Exhibit A hereto.
2. Term. The Term of the Lease shall be for a period of up to twenty-two (22) years or such greater period (not to exceed twenty-four (24) years) after the Rent Commencement Date as that term is defined in the Lease.
3. Options to Extend. The Lessee is granted twelve (12) options to extend the term of the Lease for twelve (12) additional periods of five (5) years each at the expiration of the original term.
4. Use. The Lease permits the Lessee to use the Premises during the Term for any lawful use.
5. Restrictions on Use. During the term of this Lease no easements in the nature of cross easements or other easements burdening the Premises in any way may be placed on the Premises without the consent of both Lessor and Lessee, which, except as provided for below, shall not be unreasonably withheld, delayed or conditioned; notwithstanding or in limitation of the foregoing, bases for Lessee's objection to such proposed easements may include Lessee's belief that the proposed easement would unduly burden traffic flow, parking or visibility of the Premises. In addition, Lessee may withhold its consent if it believes the proposed easement would benefit an entity viewed by Lessee to be a competitor of it; for purposes of this sentence, a "competitor" is a retail establishment used as a supermarket or food store or for the sale of groceries, meat, fish, fruits, vegetables, food products and food supplies of any kind or pet foods, at wholesale or retail, or for off premises consumption.
6. Incorporation of Lease. Lessor and Lessee hereby agree to incorporate herein by reference the Lease and agree to be bound by all the covenants, conditions and agreements contained therein. Duplicate executed copies of the said Lease are on file at the office of Lessor at 511 East Central Street, Franklin, MA 02038, and a copy with Lessor's attorney, James E. Vallee, Esq., Cornetta, Ficco, Simmler & Vallee, P.C., 4 West St., Franklin, MA 02038 and at

310 Central St, Franklin

(6)

Remitted to:
BURNS & LEVINSON LLP
125 SUMMER STREET BOSTON, MA 02110
ATTN: DONALD E. VAUGHAN, ESQ.

01568866.DOCX1

6

the principal office of the Lessee at 214 Roosevelt Avenue, Springfield, Massachusetts 01102-7840.

IN WITNESS WHEREOF, the said parties have hereunto caused this Agreement to be executed this 20th day of April, 2011

[Signature]
Witness

CADILLAC REALTY TRUST

By: [Signature]
Joseph Halligan, Trustee

BIG Y FOODS, INC.

Witness

By: _____
, its duly authorized _____

COMMONWEALTH OF MASSACHUSETTS

Notary, ss.

On this 20th day of April, 2011, before me, the undersigned notary public, personally appeared Joseph Halligan, proved to me through satisfactory evidence of identification, which was Massachusetts Driver License (license, passport, etc; if personally known, so state), to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily and for its stated purpose, as Trustee as aforesaid.

Notary Public:

Notary name printed

My Commission Expires:



JAMES E. VALLEE
Notary Public

Commonwealth of Massachusetts
My Commission Expires
February 8, 2012

SEAL

the principal office of the Lessee at 214 Roosevelt Avenue, Springfield, Massachusetts 01102-7840.

IN WITNESS WHEREOF, the said parties have hereunto caused this Agreement to be executed this 20th day of APRIL, 2011

CADILLAC REALTY TRUST

Witness

By: _____
Joseph Halligan, Trustee

Samela J. McCarthy

Witness

BIG Y FOODS, INC.
By: [Signature]

, its duly authorized President

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 2011, before me, the undersigned notary public, personally appeared Joseph Halligan, proved to me through satisfactory evidence of identification, which was _____ (license, passport, etc; if personally known, so state), to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily and for its stated purpose, as Trustee as aforesaid.

Notary Public:

Notary name printed:

My Commission Expires:

SEAL

COMMONWEALTH OF MASSACHUSETTS

Hampton, ss.

On this 6 day of MAY, 2011, before me, the undersigned notary public, personally appeared Charles L. D'Amour, the President of Big Y Foods, Inc., proved to me through satisfactory evidence of identification, which was personally known (license, passport, etc; if personally known, so state), to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily and for its stated purpose, as the President of said corporation.

Pamela J. McCarthy
Notary Public:

Pamela J. McCarthy
Notary name printed:

My Commission Expires:

2-23-18

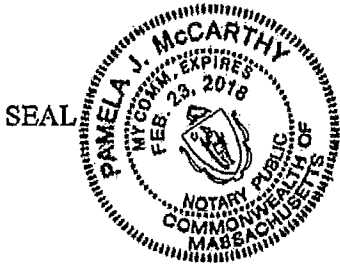


EXHIBIT A

The Premises

Legal Description

RE: 348 East Central Street, Franklin, MA

The land in Franklin, Norfolk County, Massachusetts situated on the Southerly side of East Central Street, being shown as Lots 1, 2 and 3 on a plan entitled 'Compiled Plan of Land in Franklin, Mass.' dated May, 1972 by Walter E. Sampson recorded with Norfolk Registry of Deeds as Plan No. 487 of 1972, Book 4843, Page 571, reference to which may be had for a more particular description of said lots.

Said Lot 1 contains 40,000 square feet according to said plan; Lot 2 contains 40,000 square feet according to said plan and Lot 3 contains 4.1 acres according to said plan.

DEED REFERENCE: BOOK 9069, PAGE 533



License Transactions:

Gill N. Sidhu, LLC
D/B/A Chinese Mirch

Gill N. Sidhu, LLC owner of the currently named Guru Bar & Grill has petitioned the Council for a change of D/B/A to Chinese Mirch.

All paperwork is in order.

MOTION to approve the change of D/B/A to Chinese Mirch for the License held by Gill N. Sidhu, LLC.

DATED: _____, 2015

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

A True Record Attest:

ABSENT _____

Deborah L. Pellegrini
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council



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

For Reconsideration

FORM 43
MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

043000067

ABCC License Number

Franklin

City/Town

April 15, 2015

Local Approval Date

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> New License | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> Change Corporate Name |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Seasonal to Annual |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Transfer of Stock | <input type="checkbox"/> Change of License Type |
| <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input checked="" type="checkbox"/> Other <input type="text" value="Change of DBA"/> |
| <input type="checkbox"/> 6-Day to 7-Day License | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Wine & Malt to All Alcohol | |

Name of Licensee EIN of Licensee

D/B/A Manager

ADDRESS: CITY/TOWN: STATE ZIP CODE

Annual or Seasonal

Category: (All Alcohol- Wine & Malt Wine, Malt & Cordials)

Type: (Restaurant, Club, Package Store, General On Premises, Etc.)

Complete Description of Licensed Premises:

Three rooms, kitchen, lounge/bar/dining area. Second dining room, office and storage (basement). One front and one rear entrance/exit. Seating capacity 80.

Application Filed: Advertised: Abutters Notified: Yes No

Date & Time Date & Attach Publication

Contact Person for Transaction Phone:

ADDRESS: CITY/TOWN: STATE ZIP CODE

Remarks:

The Local Licensing Authorities
 By:

Alcoholic Beverages Control Commission
 Ralph Sacramone
 Executive Director

 Judith Pond Pfeffer
 Clerk, Franklin Town Council

ABCC Remarks: _____

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

PETITION FOR CHANGE OF LICENSE

04300067

ABCC License Number

Franklin

City/Town

The licensee GILLIN SIDHU LLC, D/B/A Chinese Mirch respectfully petitions the Licensing Authorities to approve the following transactions:

<input type="checkbox"/> Change of Manager	<input type="checkbox"/> Alteration of Premises
<input type="checkbox"/> Pledge of License/Stock	<input type="checkbox"/> Cordial & Liqueurs
<input type="checkbox"/> Change of Corporate Name	<input type="checkbox"/> Change of Location
<input checked="" type="checkbox"/> Change of DBA	<input type="checkbox"/> Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

Change of Manager Last-Approved Manager:

Requested New Manager:

Pledge of License /Stock Loan Principal Amount: \$ Interest Rate:

Payment Term: Lender:

Change of Corporate Name/DBA Last-Approved Corporate Name/DBA: GILLIN Sidhu LLC, D/B/A
Requested New Corporate Name/DBA: Gill N Sidhu LLC, D/B/A - Chinese Mirch
GURUBARAND GRIII

Change of License Type Last-Approved License Type:

Requested New License Type:

Alteration of Premises: (must fill out attached financial information form)
Description of Alteration:

Change of Location: (must fill out attached financial information form)
Last-Approved Location:
Requested New Location:

Signature of Licensee Sandeep Sidhu
(If a Corporation/LLC, by its authorized representative)

Date Signed 3/19/2015

8840

211

Business Certificate
15-34

The Commonwealth of Massachusetts

Town of Franklin

18-Feb-15

In conformity with the provisions of Chapter one hundred and ten, Section five of the General Laws, as amended, the undersigned hereby declare(s) that a business under the title of

Number Chinese Mirch is conducted at
30 Main Street Street
Franklin, MA 02038

by the following persons.

FULL NAME	RESIDENCE
<u>Sandeep Sidhu & Jagtar Singh Gill</u>	<u>10 Cold Spring Road, Uxbridge, MA 01569</u>
_____	_____

Signed

Sandeep Sidhu

The Commonwealth of Massachusetts

Norfolk County ss.

18-Feb-15

Personally appeared before me the above-named

[Signature]

and made oath that the foregoing statement is true.

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

Expiration Date 2019

[Signature]
Deborah L. Pellegrini
Town Clerk

CHINESE MIRCH
30 Main St.
Franklin, MA 02038

Owner: Sandeep Sidhu & Jagtar Singh Gill
10 Cold Spring Rd.
Uxbridge, MA 01569

Filed: February 18, 2015

BC#: 15-34

Exp: 2019

Sandeep Sidhu
30 Main street
Franklin, Ma
02038.

Certificate of corporate vote.

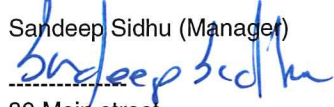
This is to certify that at special meeting of the board of directors of the corporation, held at the offices of the corporation located at 30 Main street Franklin ma 02038 on feb 20, 2015 at 11:00 Am, all the members being present and voting, it was unanimously voted.

Change of a DBA from Guru Bar and grill to Chinese Mirch.

By unanimous consensus therefore we shall move forward adopting the element by said vote.

Sincerely

Sandeep Sidhu (Manager)



30 Main street
Franklin, Ma 02038.

Jagtar Gill (Manager)



30 Main street
Franklin, Ma 02038

Narinder Gill (Manager)



30 Main street
Franklin, Ma 02038



License Transactions:

Franklin BBC, LLC
d/b/a/ British Beer Company
280 Franklin Village Drive

The applicant is seeking a change of Manager on their alcoholic beverages license from Kim Schwenderman to Daniel Whittenberger.

All Departments have signed off on this application.

MOTION to approve the request by Franklin BBC, LLC d/b/a British Beer Company for a change of Manager from Kim Schwenderman to Daniel Whittenberger.

DATED: _____, 2015

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

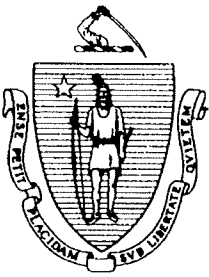
ABSTAIN _____

ABSENT _____

A True Record Attest:

Deborah L. Pellegrini
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council



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

For Reconsideration

FORM 43
 MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

043000071

ABCC License Number

Franklin

City/Town

Local Approval Date

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> Change Corporate Name |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Seasonal to Annual |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Transfer of Stock | <input type="checkbox"/> Change of License Type |
| <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> 6-Day to 7-Day License | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Wine & Malt to All Alcohol | |

Name of Licensee EIN of Licensee

D/B/A Manager

ADDRESS: CITY/TOWN: STATE ZIP CODE

Annual or Seasonal Category: (All Alcohol- Wine & Malt Wine, Malt & Cordials) Type: (Restaurant, Club, Package Store, General On Premises, Etc.)

Complete Description of Licensed Premises:

Application Filed: Advertiser: Abutters Notified: Yes No

Date & Time Date & Attach Publication

Licensee Contact Person for Transaction Phone:

ADDRESS: CITY/TOWN: STATE ZIP CODE

Remarks:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
 Ralph Sacramone
 Executive Director

ABCC Remarks:



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

MANAGER APPLICATION

All proposed managers are required to complete a **Personal Information Form**, and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Business Name (dba):

Address:

City/Town: State: Zip Code:

ABCC License Number: Phone Number of Premise:
 (If existing licensee)

2. MANAGER INFORMATION:

A. Name: B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises:

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes No B. Date of Naturalization: C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as U.S. Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes No
 If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes No
 If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes No
 If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

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

Signature Date



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

PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee	Franklin BBC, LLC	B. Business Name (dba)	British Beer Company	
C. Address	280 Franklin Village Drive	D. ABCC License Number (If existing licensee)	043000071	
E. City/Town	Franklin	State	Ma	Zip Code 02038
F. Phone Number of Premise	508-440-5190	G. EIN of License	27-3308688	

2. PERSONAL INFORMATION:

A. Individual Name	Daniel Whittenberger	B. Home Phone Number	508-308-8150	
C. Address	15 Caronia Street			
D. City/Town	Cranston	State	RI	Zip Code 02920
E. Social Security Number		F. Date of Birth		
G. Place of Employment	British Beer Company, Franklin Ma			

3. BACKGROUND INFORMATION:

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

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

None

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.
 *If additional space is needed, please use the last page

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

Signature		Date	04/10/2015
Title	General Manager	(If Corporation/LLC Representative)	

Additional Space

Please note which question you are using this space for.

Background Information

#4

6/12-9/13 General Manager IHOP , 1380 Boston Providence Highway, Norwood, MA 02062 781-769-6442,

8/08-12/11 Manager Papa Razzi 1 Papa Razzi Way, Cranston, RI 02920 401-942-2900

6/04-8/08 Assistant General Manager Palm Restaurant 6100 Westheimer Road, Houston, TX 77057 713-977-2544

Vote of Franklin BBC, LLC

April 10, 2015

The undersigned, being all of the members of Pembroke BBC, LLC, the sole owner and operator of the restaurant and pub known as "The British Beer Company" located at 280 Franklin Village, Franklin, Ma, hereby consent to and authorize the taking of all action necessary (including the filing of permits with the town of Pembroke) to change the manager of British Beer Company at 280 Franklin Village, Franklin, Ma from: Kim Schwenderman to Daniel Whittenberger.

Acknowledged and Agreed:



Gary Simon



Michael Fallman



Douglas Freeman

PRESENTATIONS
AND
DISCUSSIONS

- PURPLE HEART PRESENTATION
- CABLE TV
- CULTURE DISTRICT

Memo

To: Town Council
From: Jeffrey D. Nutting, Town Administrator
Date: April 30, 2015
Re: Senior Workout Wages

I am requesting the Town Council increase the pay for the Senior Workout program from \$8.00 to \$9.00 per hour. This will help nearly 100 citizens that provide invaluable services to our community in various departments. The estimated cost would be a little less than \$10,000.



TOWN OF FRANKLIN

RESOLUTION 15-17

AMENDING THE SENIOR CITIZEN PROPERTY TAX WORK-OFF ABATEMENT PROGRAM

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

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FRANKLIN THAT:

The Senior Citizen Tax Work-off Abatement Program annual benefit is increased to \$900. Qualified Senior Citizen taxpayers over 60 years of age may volunteer their services to the town in exchange for a reduction in their property tax bills for their domicile. Qualified senior citizen taxpayers will receive an amount at an hourly rate for their services not exceeding the minimum hourly wage rate in the Commonwealth of Massachusetts.

DATED: _____, 2015

VOTED:
UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

Deborah L. Pellegri
Town Clerk

ABSTAIN _____

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council



TOWN OF FRANKLIN

RESOLUTION 15-18

Acceptance of Gift – Town of Franklin – Council on Aging

WHEREAS, the Busy Bees, an organization that very generously supports the activities of the Council on Aging, now wishes to make a donation of \$300.00 to be used to purchase a new coffee machine for the kitchen.

NOW THEREFORE, BE IT RESOLVED THAT:

The Town Council of the Town of Franklin accepts this gift to be used by the Senior Center and does thank the Busy Bees for their continued generosity.

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

DATED: _____, 2015

VOTED: _____

UNANIMOUSLY: _____

A TRUE RECORD ATTEST:

YES: ____ **NO:** ____

ABSTAIN: ____ **ABSENT:** ____

Deborah L. Pellegrini
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council

15-18



"THE BUSY BEES"
FRANKLIN SENIOR CENTER
10 DANIEL Mc CAHILL STREET
FRANKLIN, MA. 02038



Enclosed is a donation of \$300.00 from
money made from our annual Fair. This
is to purchase a new coffee machine for the
kitchen.

The Busy Bees works very hard to support
the center

Jane F. Mahr
Treasurer

53-7203/2113 703

BUSY BEE CLUB DATE April 23, 2015

PAY TO Franklin Senior Center \$ 300.00
 THE ORDER OF Exactly Three Hundred ^{100/100} DOLLARS

MEMO Donation Jane F. Mahr MP

⑆ 211372035⑆ 2000629531⑆ 0703

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SPECIALTY BLUE PAPER SECURITY

DEAN BANK
Franklin, MA 02038

Heat Reactive Ink

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.



TOWN OF FRANKLIN

RESOLUTION NO.: 15-19

APPROPRIATION: Fire Truck Stabilization Fund

AMOUNT REQUESTED: \$ 100,000

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

FINANCE COMMITTEE ACTION

Meeting Date: 4/22/15 Vote: 7-0

Recommended Amount: \$ 100,000.00

MOTION

Be It Moved and Voted by the Town Council to transfer One hundred thousand dollars (\$100,000.00) from Free Cash to the Fire Truck Stabilization Fund.

DATED: _____, 2015

VOTED:

UNANIMOUS _____

YES _____ NO _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

**Deborah L. Pellegrini
Town Clerk**

**Judith Pond Pfeffer, Clerk
Franklin Town Council**



TOWN OF FRANKLIN

RESOLUTION NO.: 15-20

APPROPRIATION: Athletic Fields Capital Improvement Stabilization Fund

AMOUNT REQUESTED: \$ 200,000

PURPOSE: To transfer funds from Free Cash to the Athletic Fields Capital Improvement Stabilization Fund.

FINANCE COMMITTEE ACTION

Meeting Date: 4/22/15 **Vote:** 7-0

Recommended Amount: \$ 200,000.00

MOTION

Be It Moved and Voted by the Town Council to transfer Two Hundred Thousand dollars (\$200,000.00) from Free Cash to the Athletic Fields Capital Improvement Stabilization Fund.

DATED: _____, 2015

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

**Deborah L. Pellegri
Town Clerk**

Judith Pond Pfeffer, Clerk
Franklin Town Council

OFFICE OF THE TOWN ADMINISTRATOR



MEMORANDUM

DATE: April 28, 2015
TO: Town Council
FROM: Jeffrey D. Nutting, Town Administrator
RE: FY 15 Capital Plan

This is the proposed capital budget for FY 15. Currently there is \$2,991,946 in Free Cash. I am holding \$575,000 in free cash for winter and other unforeseen events for FY15 and \$300,000 for OPEB. Accordingly the recommended capital budget

1. **Stabilization accounts** Replace Fire Truck \$ 100,000
2. **Stabilization accounts** Replace two Turf Fields \$ 200,000
3. **Fire Department**
 - a. Equipment Breathing apparatus \$ 137,000
 - Cardiac Monitor \$ 77,000
 - Automatic Defib \$ 18,000
4. **Police Department**
 - a. Vehicles \$ 171,000
 - b. Equipment \$ 12,000
 - c. Tasers \$ 66,000
 - d. Technology \$ 17,000
5. **Technology**
 - a. Copier in Rec dept. \$ 7,000
 - b. Replace wireless in municipal \$ 80,000

6. Schools

a. Chrome Books		\$ 159,000
b. Replace SPED Van		\$ 40,000

7. DPW

a. Vehicles	Street sweeper	\$ 200,000
	1 Ton Dump	\$ 50,000
	9 foot Rotary Mower	\$ 65,000
b. Projects	Streets	\$ 400,000
	Pleasant and Miller, Oak, Others	
	Sidewalks	\$ 150,000

8. Public Property

a. Schools		
	Remove Portables at DT	\$ 35,000
	Replace PA System at JFK	\$ 18,000
	Replace Carpet at Davis Thayer	\$ 50,000

Total General Fund Request \$2,098,000

Enterprise accounts

Current Balance of Water fund is \$2,693,223

Water	Crocker and Hill Road Const	\$ 250,000
	W-10 Replacement Truck	\$ 45,000
	Water Treatment Membrane	\$ 120,000
	Dale Street Water Main	\$ 120,000
	Well #6 Study	\$ 75,000
	Total	\$ 610,000

Current balance of Sewer Fund is \$1,500,456

Sewer	East Central Force Main	\$ 230,000
	Monterey Station Generator	\$ 65,000
	Total	\$ 295,000

TOWN OF FRANKLIN



RESOLUTION NO.: 15-21
APPROPRIATION: Capital FY 15
TOTAL REQUESTED: \$ 1,752,000

PURPOSE: To transfer/appropriate funds for the 2015 Capital Improvement Plan:

Fire	Equipment:		
	Breathing Apparatus	\$137,000	
	Cardiac Monitor	\$ 77,000	
	Automatic Defib	\$ 18,000	<u>\$232,000</u>
Police	Vehicle:		<u>\$171,000</u>
	Equipment:		
	Vests	\$ 12,000	
	Tasers	\$ 66,000	
	Technology	\$ 17,000	<u>\$ 95,000</u>
Technology – Town	Equipment:		
	Copier	\$ 7,000	
	Municipal wireless replace	\$ 80,000	<u>\$ 87,000</u>
Schools	Tech/Equipment:		
	Chrome Books Grade 5	\$159,000	
	SPED Van - replace	\$ 40,000	<u>\$199,000</u>
DPW	Vehicles:		
	Street Sweeper	\$200,000	
	1 Ton Dump	\$ 50,000	
	Rotary Mower 9 ft	\$ 65,000	<u>\$315,000</u>
	Projects:		
	Streets	\$400,000	
	Sidewalks - Pleasant Miller, Oak, others	\$150,000	<u>\$550,000</u>
Public Properties - School	Equipment : PA System JFK Infrastructure ;		<u>\$ 18,000</u>
	Remove portable DT	\$ 35,000	
	Carpet Replace DT	\$ 50,000	<u>\$ 85,000</u>

FINANCE COMMITTEE ACTION

Meeting Date: 4/22/15 Vote: 7-0

Recommended Amount: \$ 1,752,000

MOTION

Be It Moved and Voted by the Town Council that the sum of One Million Seven hundred and Fifty-two thousand dollars (\$1,752,000) be transferred/appropriated from Free Cash to be expended at the discretion of the Town Administrator (to include any residual funds remaining in line items) for the FY 2015 Capital Improvement Plan as outlined above.

DATED: _____, 2015

VOTED:

UNANIMOUS _____

YES _____ NO _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

**Deborah L. Pellegrini
Town Clerk**

**Judith Pond Pfeffer, Clerk
Franklin Town Council**

Town of Franklin

Town Administrator
Tel: (508) 520-4949

Fax: (508) 520-4903



355 East Central Street
Franklin, Massachusetts 02038-1352

April 22, 2015

Donna S. Grant
31 Longfellow Drive
Franklin, MA 02038

Dear Mrs. Grant:

I am following up on a letter I sent concerning your request to have a sidewalk constructed on Chestnut Street. I asked the DPW to develop a plan for Pleasant, Chestnut and a section of Washington Street from Rte. 495 to King Street. (see attached)

The Town Council Capital Committee supported voting for funds to design a sidewalk on Pleasant Street and wait on taking any action on Chestnut and Washington Street sidewalks until we had a better understanding of the exact cost and how it fits into the fiscal position of the Town.

The full Town Council will hear the matter on May 6 at 7 pm. You are certainly welcome to attend and discuss the matter. If you need any information in the meanwhile, please feel free to call me at 508-520-4949 or email at jnutting@franklin.ma.us.

Regards,

Jeff Nutting
Town Administrator

Cc: Town Council
DPW Director



OFFICE OF THE TOWN ADMINISTRATOR



MEMORANDUM

DATE: January 30, 2015
TO: Capital Committee
FROM: Jeffrey D. Nutting, Town Administrator
RE: Sidewalk Proposal

One of the topics in the Master Plan was construction of sidewalks. I asked the DPW to provide a cost estimate for the construction of a sidewalk on Pleasant Street from Main to Griffin Road, down Griffin Road onto Chestnut Street (with a little stub to Old chestnut Street), and then up Chestnut Street to East Central (see map). The estimated cost is \$1,600,000.

Further, the cost to construct a sidewalk on Washington Street from Rte. 495 to King Street is estimated at \$400,000. The total cost is \$2,000,000. I suggest we pay cash for the design and bond \$1,850,000.

I am requesting the Council authorize a \$1,850,000 bond to construct the sidewalks, with the idea that we could pay it back over 5 years with Free Cash and other funding sources. If for any reason the total amount was not available, we could issue a note for a few years to finish off paying for the improvements.

If approved, we would do the design/survey in 2015 and construct the sidewalks in 2016. There would be a small annual interest only payment for a few years depending on how quickly we pay it back.

Once the project was paid off, we could then consider other sidewalks.

I would be happy to answer any questions

Sidewalk Costs, 6 feet wide.

<u>Pleasant St</u>	Length	Cost per foot	Total	
Double, Concrete Granite	1300	140	\$ 182,000	\$ 182,000
Single, Asphalt Granite	6700	60	\$ 402,000	\$ 402,000
		Design 8%	\$ 47,000	
		25% Cont	\$ 282,500	\$ 282,500
		Total	\$ 913,500	\$ 866,500





<u>Griffin St</u>	Length	Cost per foot	Total	
Single, Asphalt	400	30	\$ 12,000	\$ 12,000
		25% Cont	\$ 3,000	\$ 3,000
		Total	\$ 15,000	\$ 15,000

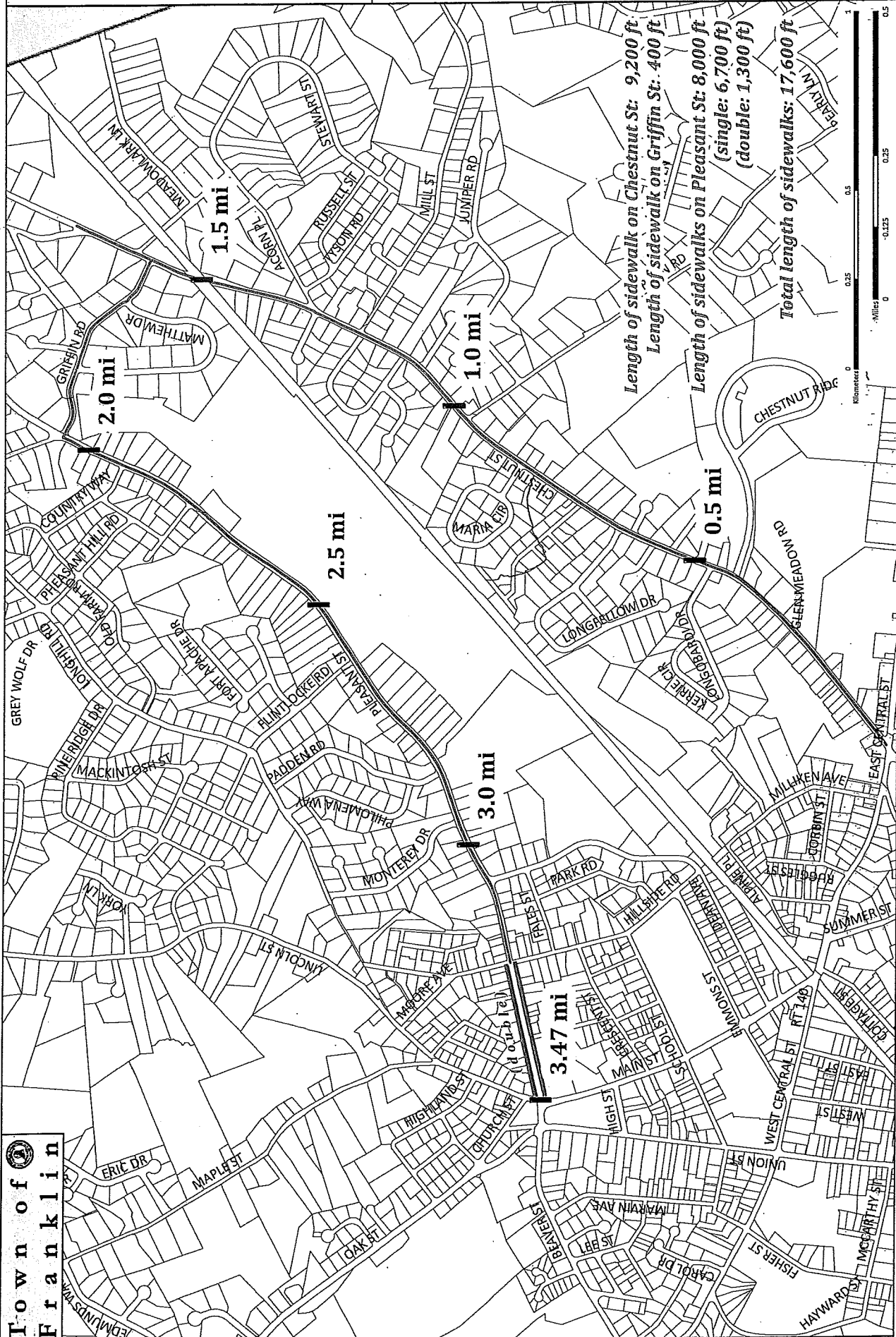
<u>Chestnut St</u>	Length	Cost per foot	Total	
Single, Asphalt Granite	8400	60	\$ 504,000	\$ 504,000
		Design 8%	\$ 40,000	
		25% Cont	\$ 126,000	\$ 126,000
		Total	\$ 670,000	\$ 630,000

<u>Washington Street</u>	Length	Cost per foot	Total	
Single, Asphalt Granite	4300	60	\$ 258,000	\$ 258,000
		Design 8%	\$ 20,640	
		25% Cont	\$ 64,500	\$ 64,500
		Total	\$ 343,140	\$ 322,500

Total			\$ 1,941,640	\$ 1,834,000
Pay for the Design cost with Free Cash			\$ 110,640	\$ 1,850,000
Authorize Bond for				\$ 1,850,000

Sidewalk

-  1 sidewalk
-  2 sidewalks
-  Existing sidewalk
-  Parcel Line



**Town of
Franklin**

Sidewalk

~ 1 sidewalk
~ Existing sidewalks

Parcel Line

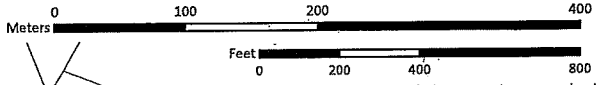


*Length of sidewalk on
Washington St: 4,300 ft*

Town of Franklin



1-495



Town of Franklin

Town Administrator
Tel: (508) 520-4949

Fax: (508) 520-4903



355 East Central Street
Franklin, Massachusetts 02038-1352

December 30, 2014

Donna S. Gant
31 Longfellow Drive
Franklin, MA 02038

Dear Ms. Grant:

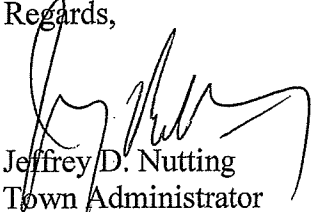
Please be advised that I am reviewing the draft cost estimate for the construction of sidewalks on Pleasant and Chestnut Street, as well as one or two others.

I plan to bring the information forward to the Town Council sometime this spring for consideration.

I will let you know what date the Town Council will consider the matter.

Happy New Year!

Regards,


Jeffrey D. Nutting
Town Administrator

cc: Robert Cantoreggi, DPW Director
Michael Maglio, Town Engineer



Town of Franklin

Town Administrator
Tel: (508) 520-4949

Fax: (508) 520-4903



November 19, 2014

355 East Central Street
Franklin, Massachusetts 02038-1352

Donna S. Grant
31 Longfellow Drive
Franklin, MA 02038

Dear Mr. Grant:

Thank you for your letter concerning a sidewalk on Chestnut Street. In reading the petition, it makes references to ongoing requests to "Franklin Administration". I cannot speak for what was said or promised of officials prior to 2001, but during my tenure other than an occasional call, there has been no discussion or promises about a sidewalk on Chestnut Street other than it is listed in the latest Master Plan.

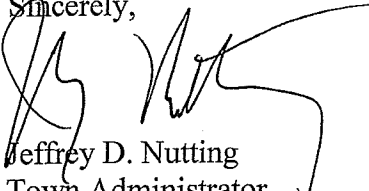
I am sure everyone would agree a sidewalk on Chestnut Street would be great. While this has only been a discussion, I believe the installation of the new park at the Delcarte property would make Pleasant Street the top priority for a new sidewalk and Chestnut Street would be after that was completed.

You may be aware that the voters just rejected a dedicated override to fix roads and sidewalks. If approved that would have provided dedicated funding for roads and sidewalks throughout Franklin, including Chestnut Street.

All that said, I have asked the DPW to price out a sidewalk for both Pleasant and Chestnut Streets and will follow-up with you by the end of the year with information and what plan, if any, that I will present to the Town Council.

I am happy to answer any questions that you may have. Please feel free to call or write me at 508-520-4949 or by email at jnutting@franklin.ma.us.

Sincerely,


Jeffrey D. Nutting
Town Administrator

cc: Brutus Cantoreggi, DPW Director
Michael Maglio, Town Engineer



November 6, 2014

Jeffrey D. Nutting
Town Administrator
355 E. Central Street
Franklin, MA 02062

Dear Sir:

I am sending along signatures from Franklin residents who are very concerned with the lack of sidewalk on Chestnut Street.

In soliciting these signatures, I have found that residents have been requesting a walkway on Chestnut Street for many years. One person told me that when his daughter started kindergarten, he contacted the town and asked the status of having a sidewalk on Chestnut. He was told it was coming very shortly. That same daughter is now in college, and still, there is no sidewalk.

I understand that an effort to make the center of town more walkable is taking place. You won't find anyone using Chestnut Street willing to walk to town due to the danger it poses. On "walk to school days," no child can use Chestnut for that purpose, and so, they cannot participate. There can be no casual walking, jogging, pet walking etc. due to the danger.

I know you have heard these stories many times, as the residents have told me they have e-mailed, phoned and met with department personnel to see that action is taken to install this sidewalk, to no avail. They were told that previous overrides were going to be used for this purpose, and once again, there is no sidewalk.

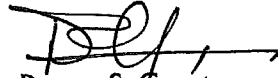
I would hope that you could put this sidewalk installation under Chapter 90 funds, or some other governmental reimbursement, even though you may have already scheduled your projects for future years, you could "adjust" your list to include this sidewalk.

If you need additional signatures, I would be glad to provide them. If you need any further information from the residents as to incidents that have happened on this street regarding dangerous happenings, I can provide them.

I would hope you, and those concerned, would agree that this sidewalk is long overdue. I ask that you take the necessary steps to see that action is taken to insure that a sidewalk is installed on Chestnut Street in the spring of 2015. The residents have waited long enough for this sidewalk to be installed.

Please keep me informed as to the progress of this important matter.

Regards,

A handwritten signature in black ink, appearing to read 'D. Grant', with a horizontal line extending to the right from the end of the signature.

Donna S. Grant
31 Longfellow Drive
Franklin, MA 02038

Petition for Chestnut Street Sidewalk

We the undersigned, after many years of requesting a sidewalk on Chestnut Street from the Franklin Administration and from the Department of Public Works, are now requesting this sidewalk by petition. Residents of this area of Franklin, who utilize Chestnut Street, have attempted to write, send e-mails, phone calls, and have direct contact with the management of Franklin, to no avail. We now sign this petition in the hopes that some result will occur which will provide sidewalks on a very dangerous walkway, where children cannot walk to school, adults cannot walk to town, people cannot walk pets, etc due to the danger of being struck by vehicles. We need this sidewalk, and are requesting that the Town finally realize the importance of this request, and take the necessary steps to meet the residents' needs.

NAME	ADDRESS
VERONICA SANTO DOMINGO	13 MARIA CIRCLE
BEN SANTO DOMINGO	13 MARIA CIRCLE
Brian Osborne	22 Maria Circle
Lisa Osborne	22 Maria Circle
David Curran	20 Maria Circle
Heather Parlow	120 Conlyn Ave
Heather Souza	50 Charles River Dr.
Houang Lyman	5 Independence Way
Christopher Lyman	3 Longfellow Dr.
Tricia Edgehill	123 Longhill Rd
Daniel Edgehill	123 Edgehill Rd.
Roger Souza	50 Charles River Drive
Mary Parlow	120 Conlyn Ave
Michelle Parlow	120 Conlyn Ave
Ernest Miller	132 Forest St
Becca McLean	9 Greystone Rd
Erin Miller	132 Forest St
Marsha Sorei	46 Opal Circle
Annemarie Tracey	0 Hancock Rd
Tessa Holcomb	22 Lawrence Dr
Melissa Bobola	26 October Drive
Allison Frigon	221 Peck St
Sue McSerrhoff	13 Lockwood Dr.
Dave Sorei	21 OAK ST EXEMPT
Brian Curran	116 Fall Ln
Charles R.	151 King St
Garry O'Malley	8 Andy Way
Nancy Zickler	4 Eleanor Circle
John Holcomb	22 Lawrence Dr
Paul Mc Dermott	13 Lockwood Dr
BRIAN FRIGON	221 PECK STREET
Marcy Keohane	9 Angelo Way
LISA KEOHANE	6 D'Amico
Daniel Keohane	9 Angelo Way
Aiken Schlecker	97 Stone Rd Rd
Kristia Zimmelman	97 Stone Rd Rd
Dina Bagley	1 MacArthur Rd

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NAME	ADDRESS
Beverly Most	29 Longfellow Dr Franklin
ANDREW BROWN	11 LONGFELLOW DR FRANKLIN
Lindy Ruby-Burn	11 Longfellow Dr Franklin
Jynn Bonullo	4 Henry Lane Franklin MA 02038
Milan Bijnaloo	4 Henry Lane Franklin Ma
Judith Silva	12 Longfellow Drive Franklin
ABRILLOLANA	4 HENRY LN.
Jim Silva, Sr.	12 Longfellow Dr. Franklin
Jim Silva Jr	"
Kristen Grant	14 Maria Circle Franklin
AJ Grant	14 Maria Circle Franklin
Christina Downing	22 Longfellow Dr. Franklin
Ed Downing	22 Longfellow Dr. Franklin
MAKSUDOV	2 Henry Lane Franklin
BILL LEONARD	18 Longfellow Dr. Franklin
Patricia Rourke	3 HENRY LANE, FRANKLIN
Deborah Leonard	30 Longfellow Dr. Franklin
Susan Gonsalves	3 Henry Lane Franklin, Ma
Christine Kuthie	25 Longfellow Dr. Franklin
Barbara Payne	15 Longfellow Dr. Franklin
Theresa	16 Longfellow Dr. Franklin
Keenan	15 Longfellow drive
Patrizia Bates	8 Longfellow Dr
Emily Kamm	8 Longfellow Dr.
MARY SWAN	4 Longfellow Dr.
Bruce Jansson	1 LONGFELLOW DR.
David DeSouza	16 Maria Cr.
Christine Hobby	11 Maria cr.
Jauren Hoekenberg	4 Maria Cr
Marie Kelle	8 Maria Circle
Joe D'Agostino	10 Maria Circle
STANLEY D'AGOSTINO	18 Maria Circle
Greg	33 NORTH ST
Denise Rasmussen	8 MARIA CIR.
Robert E. Smith	24 MARIA Circle.
	15 Maria Cr.

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NAME	ADDRESS
Bruce R. Diggins	36 LONGOBARDI DR FRANKLIN
KAREN MURIN KENNEDY	4 LONGOBARDI DR, FRANKLIN, MA 02038
PATRIK MURIN	4 LONGOBARDI DR FRANKLIN, MA 02038
Angeline Islip	27A Corbin St Franklin
FRANK DELTAFO	41 LONGOBARDI 02038
THAROSH DELTAFO	41 LONGOBARDI 02038
Thomas Vickery	2 Longobardi Drive 02038
Arthur J. Monaghan	210 CHESTNUT ST. FRANKLIN 02038
Ciblie Martonguella	210 Chestnut St. Franklin 02038
Lyndell Helgersen	6 Longobardi Dr. Franklin, MA 02038
GERALD BARRY	7 Longobardi Dr Franklin MA 02038
RAVI PENDINGAR	12 Longobardi Dr. Franklin. MA 02038.
Josh Perlman	10 Longobardi Dr Franklin MA 02038
Carol Perlman	10 Longobardi Dr Franklin MA 02038
Paul Weston	9 Longobardi Dr Franklin MA 02038
JEFF SUCKER	14 Longobardi Dr
USE HATEAU	18 Longobardi Dr Franklin
Keith B. Bode	38 Longobardi Dr Franklin
Margaret Murray	44 Longobardi Drive Franklin MA
Carol Ross	53 Longobardi Franklin MA
Mary Doherty	9 KERRIE CIR Franklin MA
RON RARKER	3 KERRIE CIR Franklin MA
Shirley Micholac	1 KERRIE CIR Franklin, MA

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NAME	ADDRESS
Bob Miller	8 Padden Rd.
Kathleen Pringer	203 Chestnut St.
DANNAN DUNNE	4 Sarah Lane
James Dunne	4 Sarah Lane
William Hall	127 LOWVILLE ROAD
Deey Conyngham-Wells	36 Ruggles Street
John Wells	36 Ruggles Street
Tom Pringer	203 CHESTNUT STREET
Peter DeLage	102 Union St
Greg Paulus Bridger Gardner	10 King Philip Rd. 403 King St
Paula Lutz Dore Lutz	208 Chestnut Street
Tobey Oullen	25 Michael Rd
Brenda McCarthy	303 Lincoln St
Michelle McInagh	624 Lisa Lane
Sharon J. Flynn Christie Peck	44 LAZZAINE METCALF RD. 10 Lowville Rd
Kirsten Cleary	16 Cranberry Dr.
Siella McGilvray	24 Bethel Court
Robert Sprague	236 Daniel's Street
David St. Amant	25 Cooper Drive
Hans Jacques	5 Stonehenge Rd
Jonathan Hamden	15 Cotton Tail Lane
Brian Frand	9 Mercer Lane
Jeff Rosen	31 Jones Street
REGIS Schantz	31 Newell DR.
Kurt Terwilliger	5 SOUTH ST.
Mike Tarento	6 Gerard Circle

Petition for Chestnut Street Sidewalk

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NAME	ADDRESS
Michelle Naujok	93 Cottage St.
Marie Ballard	5179 Maple St.
FRANCINE DIERSKE	5 JUDY CIRCLE
Patricia	11
PAT Ewald	85 Cottage St
Steven Jolie	1 Independence Way
Jennifer Conley	10 Crystal Dr.
Bonnie McGaffigan	95 Pine Ridge Drive
Pat O'Leary	44 Bridle Path
Kevin Hogan	7 Addison Ave.
Jeff Conrad	6 Overlook Dr. Franklin
Donna Tinkler	55 Longabardi Drive Franklin
Marjorie Beck	36 Longabardi Drive
Bruce R Higgins	36 Longabardi Dr.
Tom Strong	30 Longabardi Dr.
Life Mart	3 Longabardi Drive

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NAME	ADDRESS
Michael Succi	4600a Circle Franklin, MA
Chris Gullha	178 Wagler St Franklin MA
Mai RIA	4 Bluebird Rd Franklin, MA
Julie P. Jones	40 Bandy Lane Rd.
Tammye Quinlan	40 Daniels St
Danielle Johnson	16 Maria Circle Franklin MA
Roslin Mason	10 Townline Rd Franklin
Walter Mason	10 Townline Rd
Alma Brown	342 Mucciarone Rd Franklin
Nett Brewer	" " " " " "
Melissa Bobak	24 October Dr. Franklin
Lisa Paladino	15 Susan's Way Franklin
Caroline M. Sweeney	47 Forest St.
Maureen Mollou	15 Blueberry Ln Franklin
Amy Love	23 Shady Ln Franklin
Gail Hewitt	36 Hilltop Rd Franklin
Stan Zlob	350 King St Franklin
Chris Koczyciu	700 Hayward St Franklin
Shalini Kumar	9 Nutchess Rd, Franklin
Hunter Doyle	5 Gantebase Lane, Franklin
David Doyle	534 Gantebase Ln Franklin
KIM CRESBARI	49 West Central St. D61
KIM ATEN	9 SKYLINE DR. FRANKLIN



TOWN OF FRANKLIN

RESOLUTION NO.: 15-22
APPROPRIATION: Sewer Enterprise Capital FY 15
TOTAL REQUESTED: \$ 295,000

PURPOSE: To transfer/appropriate funds for the 2015 Sewer Enterprise Capital Improvement Plan:

Equipment- Generator \$ 65,000
Infrastructures -
 East Central Force Main \$ 230,000

FINANCE COMMITTEE ACTION

Meeting Date: 4/22/15 **Vote:** 7-0

Recommended Amount: \$ 295,000

MOTION

Be It Moved and Voted by the Town Council that the sum of Two Hundred and Ninety-five Thousand Dollars, (\$295,000) be transferred/appropriated from Sewer Retained Earnings, to be expended at the discretion of the Town Administrator for the FY 2015 Sewer Enterprise Capital Improvement Plan as outlined above.

DATED: _____, 2015

VOTED:
UNANIMOUS _____

YES _____ **NO** _____

A True Record Attest:

ABSTAIN _____

ABSENT _____

Deborah L. Pellegri
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council

TOWN OF FRANKLIN



RESOLUTION NO.: 15-23

APPROPRIATION: Water Enterprise Capital FY 15

TOTAL REQUESTED: \$ 610,000

PURPOSE: To transfer/appropriate funds for the 2015 Water Enterprise Capital Improvement Plan:

Equipment - W-10 Replacement Truck	\$ 45,000
Infrastructure -	
Crocker & Hill Road Const	\$250,000
Water Treatment Membrane	\$120,000
Dale Street Water Main	\$120,000
Well # 6 Study	\$ 75,000

FINANCE COMMITTEE ACTION

Meeting Date: 4/22/15 Vote: 7-0

Recommended Amount: \$ 610,000

MOTION

Be It Moved and Voted by the Town Council that the sum of Six Hundred and Ten Thousand Dollars, (\$610,000) be transferred/appropriated from Water Retained Earnings, to be expended at the discretion of the Town Administrator for the FY 2015 Water Enterprise Capital Improvement Plan as outlined above.

DATED: _____, 2015

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

A True Record Attest:


ABSTAIN _____

ABSENT _____

**Deborah L. Pellegri
Town Clerk**

**Judith Pond Pfeffer, Clerk
Franklin Town Council**

Memo

To: Town Council
From: Jeffrey D. Nutting, Town Administrator 
Date: April 29, 2015
Re: Pond Street RFP

The Economic Committee is recommending the Town Council issue two RFP's for the Pond Street Land.

The first would be to lease the land for a solar "farm" and the second one of business and/or housing development in accordance with allowed uses with the exception that no apartments would be allowed as part of the RFP. Both RFP's have setback and open space requirements to provide some buffering for the neighbors.

I expressed concerns that issuing two different RFP's may be confusing or deter potential applicants but the committee suggested we issue both of them together.

I have attached a typical process for an RFP for all concerned. I am happy to answer any questions that you may have.

Request for Proposal (RFP Process)

- Councils votes to issue RFP including any parameters
- RFP advertised
- Developers submit proposals and they reviewed to insure they meet legal requirements
- Each RFP rated based on criteria in RFP
- RFP review by Economic Development Committee
- Interviews with proposed developers
- Economic Development Committee recommends to the Town Council
- Town Council can chose to interview potential developers
- Council decides if any proposal is acceptable to Town
- Council votes to authorize a Land Disposition Agreement and Purchase and Sale (2/3 vote of Council)
- Developer must then get approval from Planning Board, Conservation Commission, Design review committee and potentially a MEPA review. **All development issues addressed through the process including traffic, lighting, noise, setbacks, height etc.**
- Land is transferred to successful applicant

FRANKLIN PLANNING & COMMUNITY DEVELOPMENT

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

MEMORANDUM

TO: FRANKLIN TOWN COUNCIL
FROM: BRYAN W. TABERNER, AICP, DIRECTOR
RE: TWO POND STREET PROPERTY RFPs
CC: JEFFREY D. NUTTING, TOWN ADMINISTRATOR
DATE: APRIL 29, 2015

At its April 8, 2015 meeting the Economic Development Committee voted to support two Pond Street Property Request for Proposals (RFP), and asked that the Department of Planning and Community Development prepare the two documents. Attached for review and consideration are the two RFPs and related attachments.

Section II of each RFP contains a list of minimum Proposal requirements. The Sale and Development RFP includes a minimum purchase price of \$1,500,000. The Land Lease for Solar RFP does not contain a minimum bid price for the proposed 25-year land lease.

The submission deadline for both RFPs is 10:00 a.m. Thursday July 9, 2015. The Town will conduct an informal session and tour of the site at 10:00 a.m. on Tuesday, June 2, 2015. Potential developers and the general public are welcome to attend.

In addition to Property information contained in the RFPs, DPCD staff has developed a web page, which contains Pond Street Property specific information, as well as general Town of Franklin reference documents: http://town.franklin.ma.us/Pages/FranklinMA_Planning/pondrfp.

If Town Council votes to approve distribution of the RFPs, the documents will be posted in the General Registry on May 20, 2015, and DPCD staff will distribute the documents to a wide range of individuals and organizations, including realtors, site selection companies, hotel development and management companies, solar installation companies, and State agencies/organizations (MOBD, MassDevelopment, MassEcon).

I will be in attendance at the May 6th Town Council meeting to answer questions.



TOWN OF FRANKLIN

RESOLUTION 15-24

Authorization to Issue Request for Proposals – Pond Street Property

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

Now therefore, be it moved 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 Pond Street RFP for the purpose of considering the lease of the Pond Street parcel.

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

DATED: _____, 2015

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
LEASE OF REAL PROPERTY FOR SOLAR FARM

In accordance with the provisions of Massachusetts General Laws, Chapter 30B, §16 the Town of Franklin seeks written proposals for lease and development for a Solar Photovoltaic Generating System (solar PV system) a property bordered by Interstate 495 in Franklin, Massachusetts. The Town-owned *Pond Street Property* (the Property) consists of two parcels totaling 33.954+/- acres.

The Town hopes to hear from individuals and organizations (Respondent) who will present compelling and appropriate solar power development proposals for the Property. The Town desires such a Respondent to finance, design, construct, operate, and maintain a solar farm to be located on the Town-owned Property. The proposer shall enter into a power purchase agreement or similar agreement with an appropriate utility company for a period of time that aligns with the proposed lease period. No public funds are anticipated to be involved in the project.

Proposals that meet the minimum requirements and submission requirements outlined in Sections II and III of this document, 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.

Proposal Deadline. Interested Leasers/Developers are asked to submit an original (un-bound) and ten (10) copies of their Proposal to Franklin’s Purchasing Agent, by the 10:00 a.m. Thursday July 9, 2015 submission deadline.

Site Visit. The Town will conduct an informal session and tour of the site at 10:00 a.m. on Tuesday, June 2, 2015. The Town requests interested parties meet at the Pond 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/pondrpf).

All inquiries regarding 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

Location and Acreage: The Pond Street Property consists of two parcels (Parcel 258-003-000 [0.784 acre]; and Parcel 258-004-000 [33.170 acres]) totaling approximately 33.954+/- The Property is bordered to the west by I-495, to the east by Pond Street, to the south by commercial properties, and to the north by wetlands owned by the U.S. Army Corps of Engineers and a residential subdivision.

Brief History of Site: The Town has owned the Site for over 110 years. The former use of the Site was a permitted Wastewater Treatment Facility continuously from 1902 until 1980. The plant ceased operations in 1980 and closure operations began with all salvageable equipment being removed and filling of channels, tanks, lagoons and sludge beds. Street sweepings were deposited over the lagoons and sludge drying beds, and storm debris and rubble have been buried southerly of the sludge drying beds. The only aboveground structures remaining from the former sewage treatment plant are two circular trickling filters located in the eastern portion of the Site and the cascade aerator located in the western portion of the Site. The site is currently vacant. A variety of existing site development restraints require as much as half of the property to remain undeveloped

Utilities: Connection to the municipal sanitary sewer system, the municipal water supply, overhead electric power, and natural gas service is available on Pond Street.

Zoning: The property is within the Town's Office zoning district, which is intended primarily for office parks, business uses, and limited commercial and light industrial uses. The Office zoning district allows a building coverage of 50 percent and up to 3 stories by right.

Additional Information: Attachment A contains a descriptive summary of the Property and the following diagrams: 1.) Vicinity Map; 2.) Diagram showing Former Wastewater Treatment Plant Resources; and 3.) ANRAD Diagram.

The Town performed an assessment of the Property, which included identification of development limitations. The resulting document, *Pond Street Property Assessment*, was developed for the Town by Fuss & O'Neill (September 2010) and includes valuable information about the Property. The assessment document and several other reference documents, including a Real Estate Appraisal Report completed in June 2014, 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 TOWN REQUIREMENTS FOR USE OF SITE

Project Description and Goals. The Town anticipates that a single Land Lease will be awarded under this RFP. The Town of Franklin seeks written proposals from an entity or a team of entities (Respondent) for lease of the Pond Street Property and development of a solar PV system. The Town desires such a Respondent to finance, design, construct, operate, and maintain the solar PV system. The proposer shall enter into a power purchase agreement or similar agreement with an appropriate utility company for a period of time that aligns with the proposed lease period.

The Town hopes to hear from individuals and organizations (Respondent) who will present compelling and appropriate solar power development proposals for the Property. Respondents are expected to use their own initiative in formulating their Proposal to this RFP. Each Respondent is responsible for making its own analysis and determination in this regard.

The Town encourages Respondents, in their respective Proposals, to be as creative and generous as

possible regarding fees, rentals and other benefits to the Town, as the financial aspects of this proposed Project will be a major consideration in determining whether a Land Lease will be awarded based on the Proposals submitted in response to this RFP.

Length of Land Lease. The Town desires to have a land lease with a term of 25 years, However, in addition to submitting a financial proposal based on the foregoing proposed 25 year term, the Town encourages each Respondent to be creative and to propose other periods for the Land Lease if it so desires.

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:

- Development of the site for Solar
 - The use will require a Special Permit with the Planning Board.
 - Please refer to the Town of Franklin’s Zoning Bylaw.
- Once operational the successful Respondent shall keep the solar farm in good condition and operation at all times during the term of the Land Lease.
- Removal of previously dumped debris, and general clean up of the Property. Respondents are not required to include demolition of the two large trickling filters as part of their proposals.
- Proposals must include a buffer on the north edge of the property.
 - The Town requests the buffer be approximately 100 feet wide.
- Proposals must include a buffer on the majority of the east edge of the property along Pond Street.
 - The Town requests the buffer be 100 feet wide. The developer may include within the buffer an access on the southern end of the site.
 - Note: The developer may include within the buffer a second access drives if an emergency access is required to permit the proposed development.
- Price: The Town has not established a minimum bid price for the property’s lease.
- 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:

- Develop the Property in a way that will provide the Town with needed revenues (maximize financial benefit), while at the same time not negatively impact adjacent residential neighborhoods.
- Developers should consider incorporating into their proposals public green space and other passive recreation resources, including parking and pedestrian access to Mine Brook, pedestrian loop trails, canoe launch, benches and or picnic areas.

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 “Pond Street Property Lease 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 lease and the bid offer. In addition, letters must acknowledge receipt of all RFP addendums (if issued).
- **Description of the Leaser(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.
 - Each Respondent must provide evidence of successful prior experience with solar farm project engineering, construction, and operation, and its ability to immediately fund or finance the complete scope of this Project. Please provide details as to the material terms and conditions of your financing of any previous solar farm projects.
- **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.
- **Offer to Lease:** The proposal shall contain a written offer to lease, including a proposed annual lease payment amount. The proposed annual lease payment should detail proposed annual increases, if applicable.
- **Proposal Fee.** Each Respondent shall submit a cashier’s check from a reputable bank at the time of Proposal submission in the amount of Five Thousand Dollars (\$5,000), made payable to the “Town of Franklin”, which will be held by the Town as a refundable proposal fee. It is understood and agreed that no interest will accrue thereon at any time. The Proposal Fee will be returned by the Town to Respondents within ten (10) days after the Town and the successful Respondent execute a final Land Lease as provided under this RFP. With respect to the successful Respondent, its Proposal Fee may be retained by the Town and applied against any sums due and owing under the Land Lease.
- **Project Description:** Proposals must contain a detailed description of the proposed development project.

- A full description of the proposed use of the "Site", including intensity of use. 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.
- The project description shall include mention of securing all permits and approvals from any and all applicable government and regulatory entities, all labor, applicable taxes, services, and equipment necessary to produce a fully operational solar PV system.
- Identification of any Planning Board, Zoning Board of Appeals, Board of Health, 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, buffers, and proposed improvements. 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 buildout of the site is to be phased, a Phasing 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;
 - Permitting;
 - Start of construction;
 - End of construction.

Note: The lease 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 lease and secure the property, and complete the solar PV System 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 firm 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 land lease revenues, employment (construction and permanent) and value of public amenities 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. Acceptance for any and all addenda must be acknowledged in the proposal letter.
- 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. Respondents should undertake their own review and reach their own conclusions concerning zoning, physical conditions, environmental concerns, required approvals, use potential, and other 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 leasers/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 requirements stated in Section II, and meet all submission requirements in Section III, for the submitted proposal to be considered as “responsive”. Proposals considered responsive shall be further evaluated in accordance with the comparative evaluation criteria outlined in Section IX of this document.

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 “Pond 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:

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

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 10:00 a.m. Thursday July 9, 2015.

- Proposals will be publicly opened at that time, with the name of each Respondent and the proposed annual lease 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 may 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 Respondent become the property of the Town. The Town is under no obligation to return any of the material submitted by a Respondent 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 Purchasing Agent, Town Administrator, Town Planner, and Director of Planning and Community Development. The recommendation for award of this property is based on a Qualification Based Selection (QBS) Process. Once a Proposal is considered responsive it will be reviewed by the Proposal Evaluation Committee and rated according to the Evaluation Criteria below in order to determine the proposal 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”:

FISCAL IMPACTS AND TAXATION ISSUES

Highly Advantageous – A proposal that demonstrates maximum annual revenue for the Town of Franklin and enhances the vitality of the local economy.

Advantageous – A proposal that demonstrates reasonable annual revenue for the Town of Franklin

Not Advantageous – A proposal demonstrates low annual revenue 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 signing the lease and the ability to complete the work within one year of conveyance. The proposal provides 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 six months of signing the lease and the ability to complete the work within twenty-four months of conveyance. The proposal provides letters of interest from end users of the development.

Not Advantageous – A proposal that does not demonstrate 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 six months of signing a lease, and the ability to complete the work within twenty-four months of conveyance.

IMPACTS TO COMMUNITY

Highly Advantageous – A proposal that demonstrates it will not negatively impact adjacent residential neighborhoods and incorporates public green space and other passive recreation resources.

Advantageous – A proposal that demonstrates it will not negatively impact adjacent residential neighborhoods or incorporates public green space and other passive recreation resources.

Not Advantageous – A proposal that does not demonstrate it will not negatively impact adjacent residential neighborhoods and does not incorporate public green space and other passive recreation resources.

All finalists 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 Lease 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 bid price for the lease.

In no way is the Town obligated to select a leaser/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 Lease 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.
- The successful Proposer will be expected to execute a Lease Agreement within sixty (60) days of the delivery of the Agreement. Unless the Town and Proposer mutually agree to extend the deadline, failure to execute the Lease Agreement within 60 days will result in forfeiture of the security.
- Bid deposits of unsuccessful proposers will be returned upon the execution of the Lease Agreement.
- The Leaser/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 Leaser/Developer attempt any of the above without written consent of the Town, the Town reserves the right to declare the Leaser in default and terminate the agreement or contract for cause.
- Prospective Leaser/Developers must be current in taxes and all water and sewer liabilities on any and all real estate owned in the Town of Franklin.
- 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 respondent awarded the lease (Leaser) will have 180 days for due diligence, during which time the Respondent will secure from applicable government entities having jurisdiction and any applicable utility company, all of the required rights, permits, approvals, and interconnection agreements, at no cost to the Town.
- The lease 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. Most importantly, several sewer lines cross the property, which the Town requires access.
- The Leaser/Developer will have complete responsibility for all expenses related to the operations and maintenance of any future facilities.
- No public funds are anticipated to be involved in this project.
- The Leaser/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 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
LEASE 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 Lease Agreement within sixty (60) days of delivery of such Agreement by the Town. ____ Yes ____ No
4. Proposed price to lease the Pond Street Site _____

By: _____
Signature and Title

By: _____
Name of Business (if applicable)

Pond Street Property, Franklin, MA Property Summary

The Town-owned Pond Street Property consists of two parcels: Parcel 258-003-000 [0.784 acre]; and Parcel 258-004-000 [33.170 acres], totaling 33.954+/- acres.

The Site is bordered to the west by I-495, to the east by Pond Street, to the south by a commercial property, and to the north by wetlands owned by the U.S. Army Corps of Engineers and a residential subdivision (see Diagram 1).

The Pond Street Property (the Property) has been owned by the Town of Franklin for over 110 years, and was used as a wastewater treatment facility between 1902 and 1980. The site is currently vacant.

The Property contains substantial wetland resources and other site development limitations (see Diagram 3). The area within 100 feet of wetland resources and within 200 feet of the river setback is 18.95 acres. Existing site development restraints requires approximately half of the property to remain undeveloped.

The Town performed an Assessment of the Property, which included identification of development limitations. The resulting document, Pond Street Property Assessment, was developed by Fuss & O'Neill (September 2010) and includes valuable information about the Property. The assessment document and other reference documents are available from the Town of Franklin Department of Planning and Community Development.

A few key details about the property are listed below:

- **History of the Parcel:** The Town has owned the Site since 1900. The former use of the Site was a permitted Wastewater Treatment Facility from 1902 until 1980. Diagram 2 is a diagram showing the approximate location of the wastewater treatment facility's trickling filters, and former lagoons and sludge drying bed areas located to the west of the trickling filters. An abandoned, concrete cascade aerator is located between Mine Brook and the former lagoon area.

The plant ceased operations in 1980 and closure operations began with all salvageable equipment being removed and channels, tanks, lagoons and sludge beds being filled. Street sweepings have been deposited over the lagoons and sludge drying beds, and storm debris and rubble have been buried southerly of the sludge drying beds. The concrete channels, sludge drying beds, and lagoons have been completely covered, while the primary and secondary sludge storage tanks have been partially filled. No work has been done to fill the trickling filters which still contain the filter media.

- **General Description of the Parcel:** The site is currently abandoned. The only aboveground structures remaining from the former sewage treatment plant are two circular trickling filters located in the eastern portion of the Site and the cascade aerator located in the western portion of the Site. Records indicate the parcel contains an 18-inch sewer force main from the Conlyn Avenue area, a Mine Brook interceptor, a cross-country gravity sewer line, and chlorine feeder lines and pipes interconnecting the former lagoons.

The southern portion of the Site has been used as a stockpile area for excess soil and debris (primarily concrete and asphalt) from roadway and sewer line construction projects. The portion of the site where the former wastewater discharge lagoons were located was filled with clean fill and street sweepings during closure of the former

sewage treatment plant and is overgrown with shrubs, grasses and annual plant species. The remainder of the site is either forest or wetland.

The site is located in a Current Drinking Water Source Area (CDWSA), and more specifically Zone II of public well No. 410100-07G, which is located 1.5 miles north of the site.

- **Roads, Access:** Current access to the site derives from Pond Street. The Property's location is considered highly desirable due to its close proximity to I-495 and the Route 140/I-495 interchange.
- **Water Service:** Connection to the municipal water supply is available on Pond Street. Additional information can be found in the 2010 Pond Street Property Assessment, and by contacting Franklin Department of Public Works.
- **Sanitary Sewer:** Connection to the municipal sewer system is available. Mine Brook interceptor and other sewer lines cross the Property. Additional information can be found in the 2010 Pond Street Property Assessment, and by contacting Franklin Department of Public Works.
- **Electricity:** Overhead electric power is along the eastern side of Pond Street and crosses over to the western side of the street approximately 200 yards north of the Property's gravel access driveway. More information can be found in the 2010 Pond Street Property Assessment, and by contacting the utility.
- **Natural Gas:** According to a representative from Bay State Gas Company, which provides the Town with natural gas service, there is a two-inch to three-inch gas main in Pond Street with sufficient pressure to accommodate redevelopment.
- **Storm drainage:** There are two storm drainage outfalls that discharge runoff from the Pond Street drainage system to wetland resources on the Pond Street Property
 - 48-inch (estimated) concrete pipe from a concrete structure located in the southeastern corner of the site that connects 18-inch and 48-inch culverts from Pond Street.
 - 36-inch (estimated) concrete pipe from Pond Street in the northeastern corner of the site to an intermittent stream located along the northern boundary of the site.

These storm drainage outfalls must remain in service subsequent to future development. In addition, there is a catch basin pipe that encroaches onto the southern part of the site from an adjacent property. More information can be found in the 2010 Pond Street Property Assessment, and by contacting Franklin Department of Public Works.

- **Hazardous Materials:** During 2001 the United States Environmental Protection Agency (EPA) awarded the Town of Franklin a Targeted Brownfields Assessment grant to conduct an environmental assessment of the Old Sewer Bed Site. As mentioned above, the Property is located within a Current Drinking Water Source Area; Reportable Concentrations for Soil Category RCS-1 and Groundwater Category RCGW-1 were applicable to the Site. A release was reported on the Site on November 19, 2002 due to the detection of concentrations of naphthalene in one groundwater sample and polycyclic aromatic hydrocarbons (PAHs) in soil samples that exceeded reportable concentrations for soil and groundwater, respectively.

Field investigations performed at the site in April and September 2003 did not detect naphthalene in two rounds of additional groundwater sampling. Analysis of soil performed during these investigations determined that the PAH compounds detected in

soil were exempt from reporting requirements as their source was either coal ash, wood ash, or bituminous pavement; all of which were contained in the soil samples collected from the Site. The Method 2 risk assessment determined that a condition of “No Significant Risk to human health or the environment” exists at the site under current and foreseeable future conditions. Because remedial actions were not required to create the conditions of No Significant Risk, a Class B-1 Response Action Outcome Statement (RAO) is appropriate at the site.

Copies of the November 2003 Draft Phase I Initial Site Investigation, which includes the Method 2 Risk Assessment, and the RAO completion Statement are available from the Department of Planning and Community Development.

- **Zoning:** The property is within the Town’s Office zoning district, which is intended primarily for office parks, business uses, and limited commercial and light industrial uses. Industrial uses such as warehouse and manufacturing are not permitted except as accessory uses. The Town recently amended its Zoning Bylaw (Chapter 185 of Franklin’s Town Code) to include multifamily housing within the Office Zoning District by Special Permit. All development proposals that include multifamily housing will need to meet Special Permit criteria outlined in Section 185-45E(3) of the Zoning Bylaw. The Office zoning district allows a building coverage of 50 percent and up to 3 stories by right.
- **Biotechnology Uses.** In 2011 Franklin Town Council voted to approve a variety of economic development related zoning changes, two of which involved streamlining permitting of certain biotechnology uses in the Town’s Biotechnology Uses Overlay Zoning District. The Pond Street Property was added to the Overlay Zone at that time to enable the Town to market the property to a wider audience.
- **Pond Street Economic Opportunity Area:** The Property is an Economic Opportunity Area and as such the Town can offer businesses looking to start up or expand in Franklin a Tax Increment Finance (TIF) agreement.
- **Pond Street Priority Development Site:** The Property is the Town’s first Priority Development Site (PDS). The Town’s PDS streamlined permitting processes expedite permit issuance by concurrent review of development applications. The expedited permitting program includes a recommended Pre-Application Process.

Diagrams

Attached are the following diagrams:

1. Vicinity Map
2. Diagram showing Former Wastewater Treatment Plant Resources
3. ANRAD Diagram

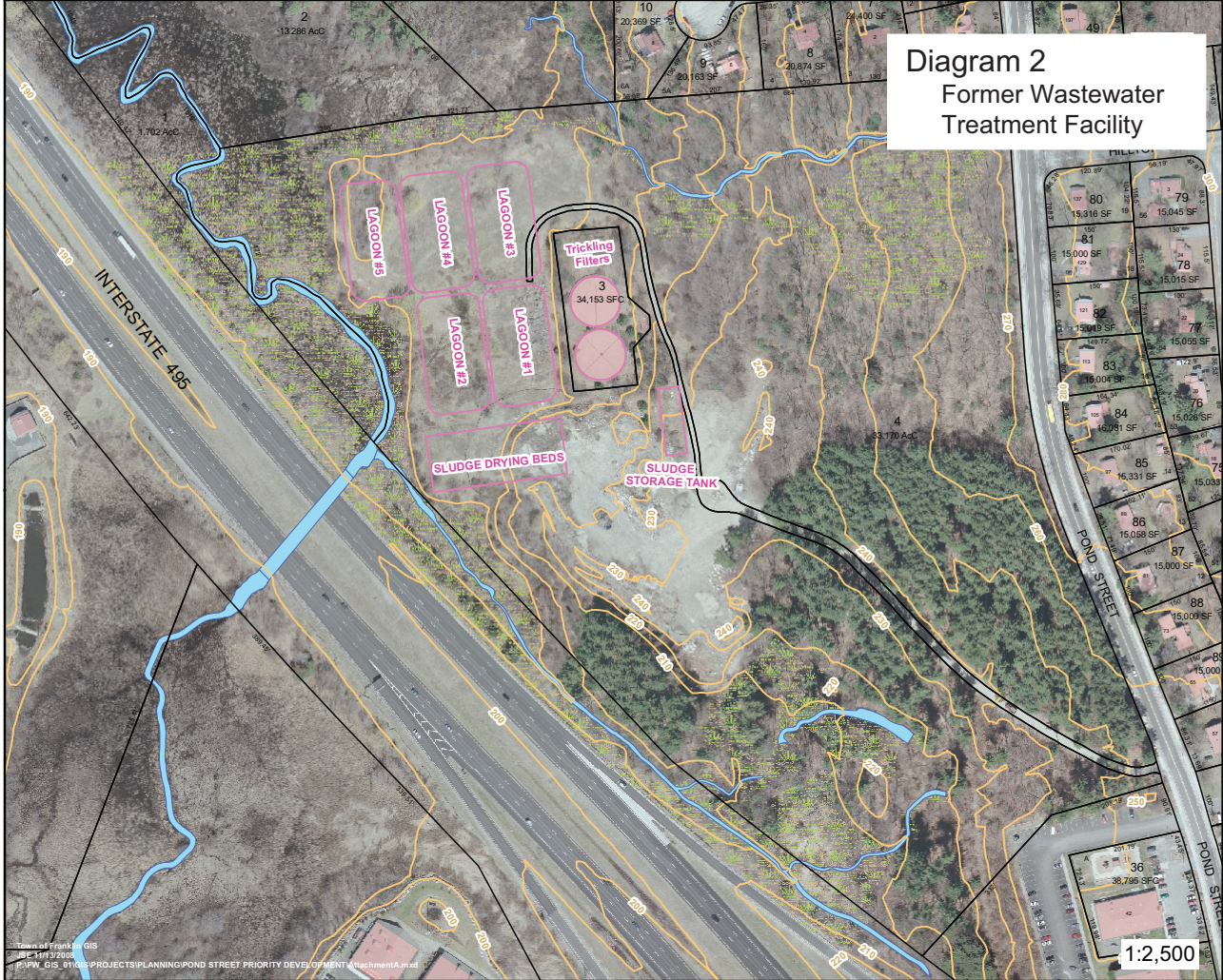
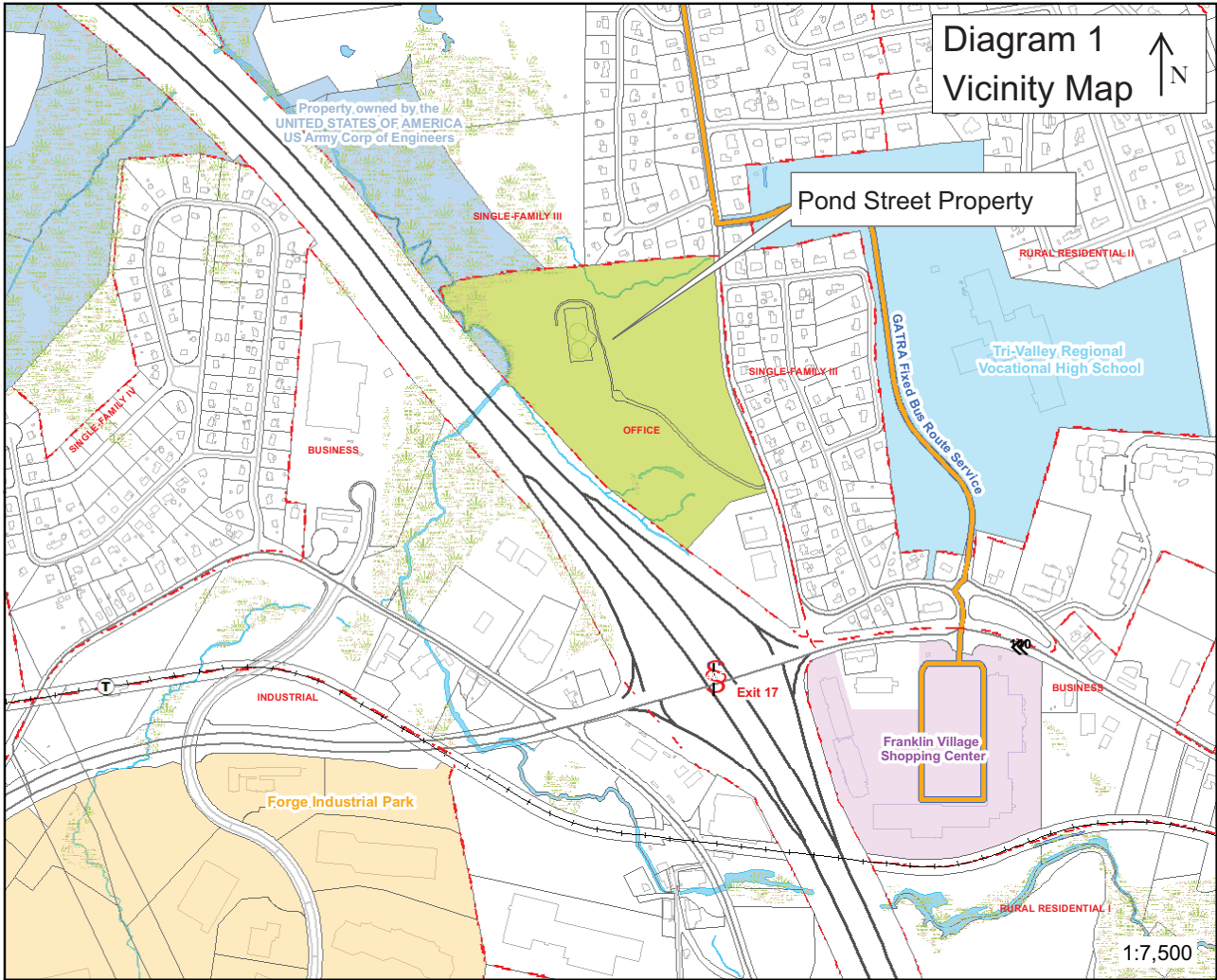
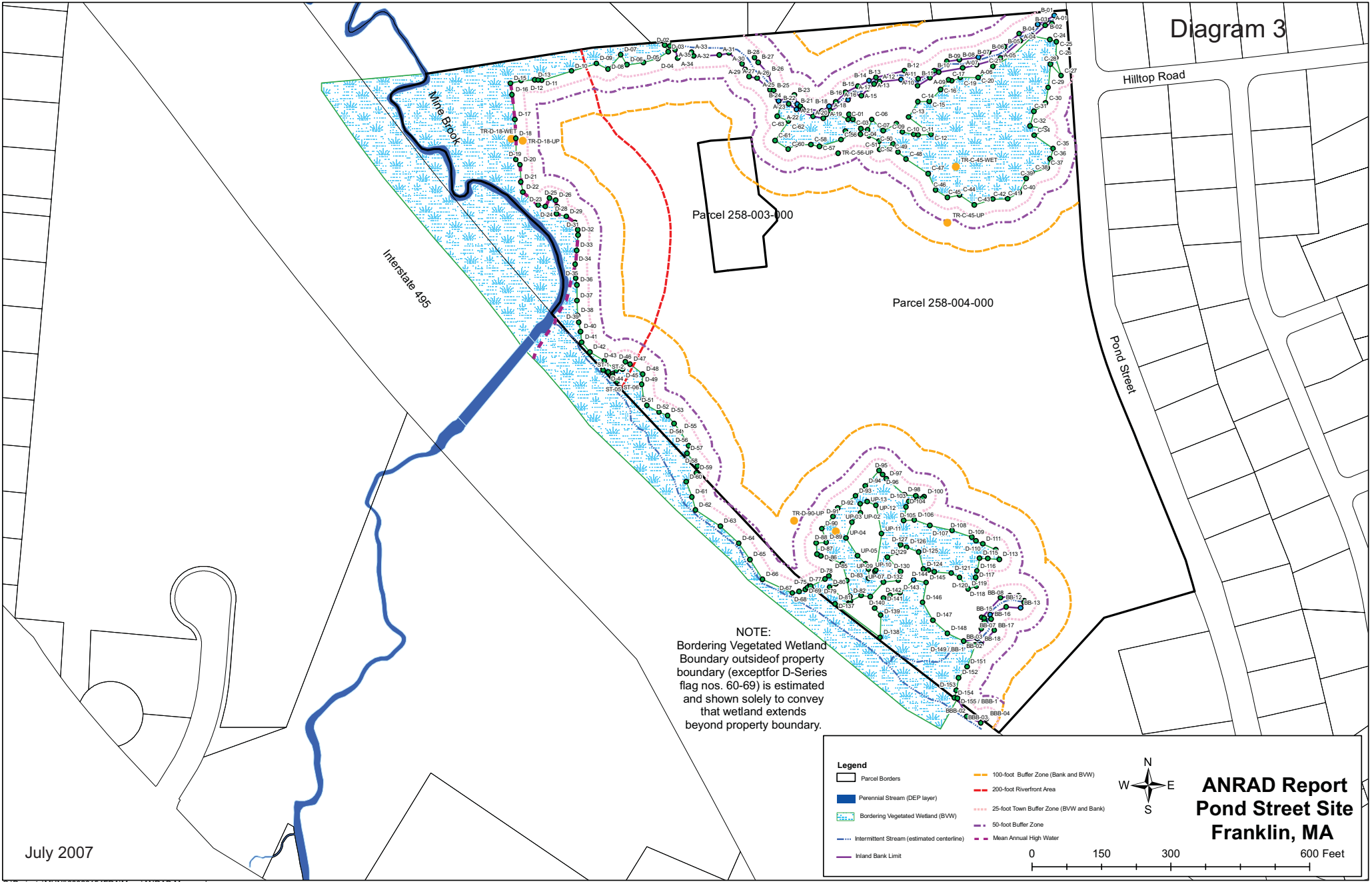


Diagram 3



NOTE:
 Bordering Vegetated Wetland
 Boundary outside of property
 boundary (except for D-Series
 flag nos. 60-69) is estimated
 and shown solely to convey
 that wetland extends
 beyond property boundary.

Legend

- Parcel Borders
- Perennial Stream (DEP layer)
- Bordering Vegetated Wetland (BWW)
- Intermittent Stream (estimated centerline)
- Inland Bank Limit
- 100-foot Buffer Zone (Bank and BWW)
- 200-foot Riverfront Area
- 25-foot Town Buffer Zone (BWW and Bank)
- 50-foot Buffer Zone
- Mean Annual High Water

N
 W —+— E
 S

**ANRAD Report
 Pond Street Site
 Franklin, MA**

0 150 300 600 Feet

Additional Information

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

- Pond Street Property Assessment, Fuss & O'Neill, September 2010. The Property Assessment Document includes a wide range of information, including:
 - Description of the property's existing conditions
 - Phase I Environmental Site Assessment Report (May 2010)
 - Test pit locations and related data
 - Planning, zoning and local permitting requirements
 - Conceptual Commercial Subdivision Development Plans, including a Color Rendering
 - Traffic Assessment, including traffic counts and Intersection Level of Service Data.
- Town of Franklin Assessor Parcel Map
- CAI Property Card
- Pond Street Property Description Summary
- Pond Street Property Photographs
- Pond Street Real Estate Appraisal Report, FW Bucklin Appraisal Company (June 2014)
- Franklin's Priority Development Sites Information Sheet
- Pond Street Priority Development Site Map
- Pond Street Property Commercial Subdivision Concept Plan
- Priority Development Site Pre-application Process
- Franklin's Economic Opportunity Areas and Related Incentives Information Sheet
- Pond Street Economic Opportunity Area TIF Plan, 2009
- Town of Franklin Zoning Bylaw (January 1, 2014)
- Town of Franklin Zoning Map
- The Town of Franklin's Design Review Guidelines
- Town of Franklin 2013 Master Plan, Implementation Element (Goals, Objectives and Actions)
- Draft Phase I Initial Site Investigation Method 2 Risk Assessment and Response Action Outcome Statement, TetraTech NUS, November 2003
- Town of Franklin Quick Facts - April 2014
- Franklin Wants Your Business Information Sheet
- Education Information Sheet
- Industrial Parks Information Sheet
- Quality of Life Information Sheet
- I-495/MetroWest Partnership Strength in Numbers, 2014



TOWN OF FRANKLIN

RESOLUTION 15-25

Authorization to Issue Request for Proposals – Pond Street Property

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

Now therefore, be it moved 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 Pond Street RFP for the purpose of considering the sale of the Pond Street parcel.

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

DATED: _____, 2015

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 develop a strategically located, highly visible, property bordered by Interstate 495 in Franklin, Massachusetts. The Town-owned ***Pond Street Property*** (the Property) consists of two parcels totaling 33.954+/-.

The Property has been owned by the Town of Franklin for over 110 years, and was used as a wastewater treatment facility between 1902 and 1980.

The site is currently vacant. A variety of existing site development restraints and needed buffers require as much as half of the property to remain undeveloped.

The location of this Property directly adjacent to I-495 and approximately 2,600 feet (by car) from I-495's Exit 17 presents a key opportunity for qualified developers to locate a commercial office building, hotel or a corporate campus facility with high visibility and accessibility via Exit 17.

The Town hopes to hear from individuals and organizations who will present compelling and appropriate development proposals for the use of the Pond Street site. 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. Comparative evaluation criteria outlined in Section IX was developed by identifying what type of redevelopment the Town's officials and residents determined to be the most appropriate reuse of the site.

The Town hopes to receive a wide variety of development proposals. Multiple proposals (with alternative site plan and building designs) from the same developer are welcome. 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 \$1,500,000.

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 10:00 a.m. Thursday July 9, 2015 submission deadline.

Site Visit. The Town will conduct an informal session and tour of the site at 10:00 a.m. on Tuesday, June 2, 2015. The Town requests interested parties meet at the Pond 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/pondrpf).

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 bordered by Interstate 495 in Franklin, Massachusetts. The Town-owned *Pond Street Property* (the Property) consists of two parcels: Parcel 258-003-000 [0.784 acre]; and Parcel 258-004-000 [33.170 acres], totaling approximately 33.954+/- . Below is a description of the Property.

Location and Acreage: The site consists of 33.954 acres of land on two parcels located in the Town of Franklin. The Property is bordered to the west by I-495, to the east by Pond Street, to the south by commercial properties, and to the north by wetlands owned by the U.S. Army Corps of Engineers and a residential subdivision

Brief History of Site: The Town has owned the Site for over 100 years. Former use of the Site was a permitted Wastewater Treatment Facility continuously from 1902 until 1980. The plant ceased operations in 1980 and closure operations began with all salvageable equipment being removed and filling of channels, tanks, lagoons and sludge beds. Street sweepings were deposited over the lagoons and sludge drying beds, and storm debris and rubble have been buried southerly of the sludge drying beds. The site is currently abandoned. The only aboveground structures remaining from the former sewage treatment plant are two circular trickling filters located in the eastern portion of the Site and the cascade aerator located in the western portion of the Site.

Utilities: Connection to the municipal sanitary sewer system, the municipal water supply, overhead electric power, and natural gas service is available on Pond Street.

Zoning: The property is within the Town's Office zoning district, which is intended primarily for office parks, business uses, and limited commercial and light industrial uses. Hotel, restaurant, office and research uses are being considered by the Town to support its vision to expand the commercial tax base and create jobs. All of these uses are allowed under the current Zoning Bylaw by right or Special Permit. The restaurant use is allowed by right as an accessory use. The Office zoning district allows a building coverage of 50 percent and up to 3 stories by right. The Town recently amended its Zoning Bylaw (Chapter 185 of Franklin's Town Code) to include multifamily housing within the Office Zoning District by Special Permit. All development proposals that include multifamily housing will need to meet Special Permit criteria outlined in Section 185-45E(3) of the Zoning Bylaw. For the purposes of this RFP the Town will only accept proposals that include condominium housing units; apartment housing units will not be considered.

Economic Development: Previous attempts to sell and redevelop the Property have been unsuccessful. In recent years the Town has implemented several economic development initiatives related to the Property. In 2011 Franklin Town Council voted to approve two zoning changes, which involved streamlining permitting of certain biotechnology uses in the Town's Biotechnology Uses Overlay Zoning District. At the same time the Pond Street Property was added to the Biotechnology Uses Overlay Zoning District to enable the Town to market the property to a wider audience. The Property is the Town's first Priority Development Site (PDS); Town's PDS streamlined permitting processes expedite permit issuance by concurrent review of development applications. Also, the Property is an Economic Opportunity Area and as such the Town can offer businesses looking to start up or expand in Franklin a Tax Increment Finance (TIF) agreement.

Additional Information: Attachment A contains a descriptive summary of the Property and the following diagrams: 1.) Vicinity Map; 2.) Diagram showing Former Wastewater Treatment Plant Resources; 3.) ANRAD Diagram; 4.) Location of Proposed Easements, and 5.) Map of Pond Street Priority Development Site.

The Town performed an assessment of the Property, which included identification of development limitations. The resulting document, *Pond Street Property Assessment*, was developed for the Town by Fuss & O'Neill (September 2010) and includes valuable information about the Property. The assessment document and several other reference documents, including a Real Estate Appraisal Report completed in June 2014, are available on the Town's web site. Attachment B of this document is a list of these available resources.

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 trickling filters and other wastewater treatment facility structures, and removal of previously dumped debris.
- Development of the site for uses currently allowed by-right or by special permit, with the following restrictive guidelines:
 - If multifamily housing is to be a component of a proposal, all multifamily housing must be Condominium owned units. No apartments will be allowed.
 - Please refer to the Town of Franklin’s Zoning Bylaw.
- The Town will require conservation easements, development restrictions (buffers), and utility easements on substantial portions of the subject site. The easements and or development restrictions are required for the following reasons:
 - Preservation of wetland resources and the majority of adjacent natural and aesthetic resources.
 - Protection of Prime Forest resources on the eastern third of the site.
 - Buffering of adjacent residential neighborhoods from commercial and other uses/activities within the center of the subject property.
 - Reservation of property for passive recreation, which would be open to the general public.
 - Public utility easements for the Town’s sewer mains (3 locations) and roadway drainage structures (2 locations).

To assure the intent of these restrictive guidelines are considered, the following minimum buffers and easements should be considered while developing proposals:

1. Proposals must include a buffer on the north edge of the property.
 - The Town requests the buffer be approximately 150 feet wide.
2. Proposals must include a buffer on the majority of the east edge of the property along Pond Street.
 - The Town requests the buffer be approximately 200 feet wide, starting at the northeast corner of the property and extending southerly for at least 950 feet.
 - Note: The developer may include within the buffer a permanent easement up to 30 feet wide if an emergency access is required to permit the proposed development.
3. Conservation restrictions on the majority of wetland resources, which will include a 25 feet no build buffer adjacent to such wetlands.
4. Public utility easements.
 - Three sewer easements and two easements for roadway drainage structures as shown on Diagram 4 in Attachment A.

Ideally, proposals will include restrictions on approximately half (17 acres) of the property. Proposals that contain preservation of less than half of the property will be considered if they meet the needs of the Town.

- 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 \$1.5 million

dollars (\$1,500,000) 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:

- Develop the Property in a way that will maximize financial benefit to the Town, including both short-term (purchase of property) and long-term revenues (real estate tax, hotel room tax).
- Develop the Property in a way that will provide the Town with needed revenues (maximize financial benefit), while at the same time not negatively impact roadway and intersection level of service.
- Development of the Property for commercial purposes, with emphasis on commercial offices, medical offices, corporate headquarters, research & development facilities, life sciences park or campus, or hotel with or without a conference center and/or attached restaurant.
- Stimulate economic development within the community, including creation of new temporary construction and permanent living wage positions.
- Developers should consider incorporating into their proposals public green space and other passive recreation resources, including parking and pedestrian access to Mine Brook, pedestrian loop trails, canoe launch, benches and or picnic areas.

Proposals that include private/public partnerships, or subdivision of the Property are welcome. The Town is willing to consider multiple development options for the 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 "Pond 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, the intended re-use of the property, and the 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 *Office*. 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, Board of Health, 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, buffers, and proposed improvements including buildings, parking areas and roadways. 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 buildout of the site is to be phased, or where two or more Developers are partnering to subdivide the property, 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 firm 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 letter.
- 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 “Pond 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:

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

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 10:00 a.m. Thursday July 9, 2015.

- 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 may 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 Purchasing Agent, 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.

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 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 six months of conveyance of title and the ability to complete the work within twenty-four months of conveyance. The proposal provides letters of interest from end users of the development.

Not Advantageous – A proposal that does not demonstrate 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 six months of conveyance of title, and the ability to complete the work within twenty-four months of conveyance. Or the proposal does not contain letters of interest from end users of the development.

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.

MITIGATION OF IMPACTS

Highly Advantageous – A proposal that provides the Town with needed revenues (rated as either Highly Advantageous or Advantageous in the Fiscal Impacts and Taxation Issues criteria above), while at the same time does not negatively impact roadway/intersection level of service or neighborhood character, and includes public amenities.

Advantageous – A proposal that provides the Town with needed revenues, includes a development that is expected to impact roadway/intersection level of service and or neighborhood character, but provides mitigation measures that would substantially lessen potential impacts.

Not Advantageous – A proposal that includes a development expected to impact roadway/intersection level of service and or neighborhood character, and does not provide mitigation measures.

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.

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 D.
- The successful Proposer will be expected to execute a Lease Agreement within sixty (60) days of the delivery of the Agreement. Unless the Town and Proposer mutually agree to extend the deadline, failure to execute the Lease Agreement within 60 days will result in forfeiture of the security.
- 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 Purchase and Sales 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)

Pond Street Property, Franklin, MA Property Summary

The Town-owned Pond Street Property consists of two parcels: Parcel 258-003-000 [0.784 acre]; and Parcel 258-004-000 [33.170 acres], totaling 33.954+/- acres.

The Site is bordered to the west by I-495, to the east by Pond Street, to the south by a commercial property, and to the north by wetlands owned by the U.S. Army Corps of Engineers and a residential subdivision (see Diagram 1).

The Pond Street Property (the Property) has been owned by the Town of Franklin for over 110 years, and was used as a wastewater treatment facility between 1902 and 1980. The site is currently vacant.

The Property contains substantial wetland resources and other site development limitations (see Diagram 3). The area within 100 feet of wetland resources and within 200 feet of the river setback is 18.95 acres. Existing site development restraints requires approximately half of the property to remain undeveloped.

The Town performed an Assessment of the Property, which included identification of development limitations. The resulting document, Pond Street Property Assessment, was developed by Fuss & O'Neill (September 2010) and includes valuable information about the Property. The assessment document and other reference documents are available from the Town of Franklin Department of Planning and Community Development.

A few key details about the property are listed below:

- **History of the Parcel:** The Town has owned the Site since 1900. The former use of the Site was a permitted Wastewater Treatment Facility from 1902 until 1980. Diagram 2 is a diagram showing the approximate location of the wastewater treatment facility's trickling filters, and former lagoons and sludge drying bed areas located to the west of the trickling filters. An abandoned, concrete cascade aerator is located between Mine Brook and the former lagoon area.

The plant ceased operations in 1980 and closure operations began with all salvageable equipment being removed and channels, tanks, lagoons and sludge beds being filled. Street sweepings have been deposited over the lagoons and sludge drying beds, and storm debris and rubble have been buried southerly of the sludge drying beds. The concrete channels, sludge drying beds, and lagoons have been completely covered, while the primary and secondary sludge storage tanks have been partially filled. No work has been done to fill the trickling filters which still contain the filter media.

- **General Description of the Parcel:** The site is currently abandoned. The only aboveground structures remaining from the former sewage treatment plant are two circular trickling filters located in the eastern portion of the Site and the cascade aerator located in the western portion of the Site. Records indicate the parcel contains an 18-inch sewer force main from the Conlyn Avenue area, a Mine Brook interceptor, a cross-country gravity sewer line, and chlorine feeder lines and pipes interconnecting the former lagoons.

The southern portion of the Site has been used as a stockpile area for excess soil and debris (primarily concrete and asphalt) from roadway and sewer line construction projects. The portion of the site where the former wastewater discharge lagoons were located was filled with clean fill and street sweepings during closure of the former

sewage treatment plant and is overgrown with shrubs, grasses and annual plant species. The remainder of the site is either forest or wetland.

The site is located in a Current Drinking Water Source Area (CDWSA), and more specifically Zone II of public well No. 410100-07G, which is located 1.5 miles north of the site.

- **Roads, Access:** Current access to the site derives from Pond Street. The Property's location is considered highly desirable due to its close proximity to I-495 and the Route 140/I-495 interchange.
- **Water Service:** Connection to the municipal water supply is available on Pond Street. Additional information can be found in the 2010 Pond Street Property Assessment, and by contacting Franklin Department of Public Works.
- **Sanitary Sewer:** Connection to the municipal sewer system is available. Mine Brook interceptor and other sewer lines cross the Property (see Diagram 4). Additional information can be found in the 2010 Pond Street Property Assessment, and by contacting Franklin Department of Public Works.
- **Electricity:** Overhead electric power is along the eastern side of Pond Street and crosses over to the western side of the street approximately 200 yards north of the Property's gravel access driveway. More information can be found in the 2010 Pond Street Property Assessment, and by contacting the utility.
- **Natural Gas:** According to a representative from Bay State Gas Company, which provides the Town with natural gas service, there is a two-inch to three-inch gas main in Pond Street with sufficient pressure to accommodate redevelopment.
- **Storm drainage:** There are two storm drainage outfalls that discharge runoff from the Pond Street drainage system (see Diagram 4) to wetland resources on the Pond Street Property
 - 48-inch (estimated) concrete pipe from a concrete structure located in the southeastern corner of the site that connects 18-inch and 48-inch culverts from Pond Street.
 - 36-inch (estimated) concrete pipe from Pond Street in the northeastern corner of the site to an intermittent stream located along the northern boundary of the site.

These storm drainage outfalls must remain in service subsequent to future development. In addition, there is a catch basin pipe that encroaches onto the southern part of the site from an adjacent property. More information can be found in the 2010 Pond Street Property Assessment, and by contacting Franklin Department of Public Works.

- **Hazardous Materials:** During 2001 the United States Environmental Protection Agency (EPA) awarded the Town of Franklin a Targeted Brownfields Assessment grant to conduct an environmental assessment of the Old Sewer Bed Site. As mentioned above, the Property is located within a Current Drinking Water Source Area; Reportable Concentrations for Soil Category RCS-1 and Groundwater Category RCGW-1 were applicable to the Site. A release was reported on the Site on November 19, 2002 due to the detection of concentrations of naphthalene in one groundwater sample and polycyclic aromatic hydrocarbons (PAHs) in soil samples that exceeded reportable concentrations for soil and groundwater, respectively.

Field investigations performed at the site in April and September 2003 did not detect naphthalene in two rounds of additional groundwater sampling. Analysis of soil

performed during these investigations determined that the PAH compounds detected in soil were exempt from reporting requirements as their source was either coal ash, wood ash, or bituminous pavement; all of which were contained in the soil samples collected from the Site. The Method 2 risk assessment determined that a condition of “No Significant Risk to human health or the environment” exists at the site under current and foreseeable future conditions. Because remedial actions were not required to create the conditions of No Significant Risk, a Class B-1 Response Action Outcome Statement (RAO) is appropriate at the site.

Copies of the November 2003 Draft Phase I Initial Site Investigation, which includes the Method 2 Risk Assessment, and the RAO completion Statement are available from the Department of Planning and Community Development.

- **Zoning:** The property is within the Town’s Office zoning district, which is intended primarily for office parks, business uses, and limited commercial and light industrial uses. Industrial uses such as warehouse and manufacturing are not permitted except as accessory uses. The Town recently amended its Zoning Bylaw (Chapter 185 of Franklin’s Town Code) to include multifamily housing within the Office Zoning District by Special Permit. All development proposals that include multifamily housing will need to meet Special Permit criteria outlined in Section 185-45E(3) of the Zoning Bylaw. The Office zoning district allows a building coverage of 50 percent and up to 3 stories by right.
- **Biotechnology Uses.** In 2011 Franklin Town Council voted to approve a variety of economic development related zoning changes, two of which involved streamlining permitting of certain biotechnology uses in the Town’s Biotechnology Uses Overlay Zoning District. The Pond Street Property was added to the Overlay Zone at that time to enable the Town to market the property to a wider audience.
- **Pond Street Economic Opportunity Area:** The Property is an Economic Opportunity Area and as such the Town can offer businesses looking to start up or expand in Franklin a Tax Increment Finance (TIF) agreement.
- **Pond Street Priority Development Site:** The Property is the Town’s first Priority Development Site (PDS). Diagram 5 is a map of Pond Street PDS. The Town’s PDS streamlined permitting processes expedite permit issuance by concurrent review of development applications. The expedited permitting program includes a recommended Pre-Application Process.

Diagrams

Attached are the following diagrams:

1. Vicinity Map
2. Diagram showing Former Wastewater Treatment Plant Resources
3. ANRAD Diagram
4. Location of Proposed Easements
5. Map of Pond Street Priority Development Site

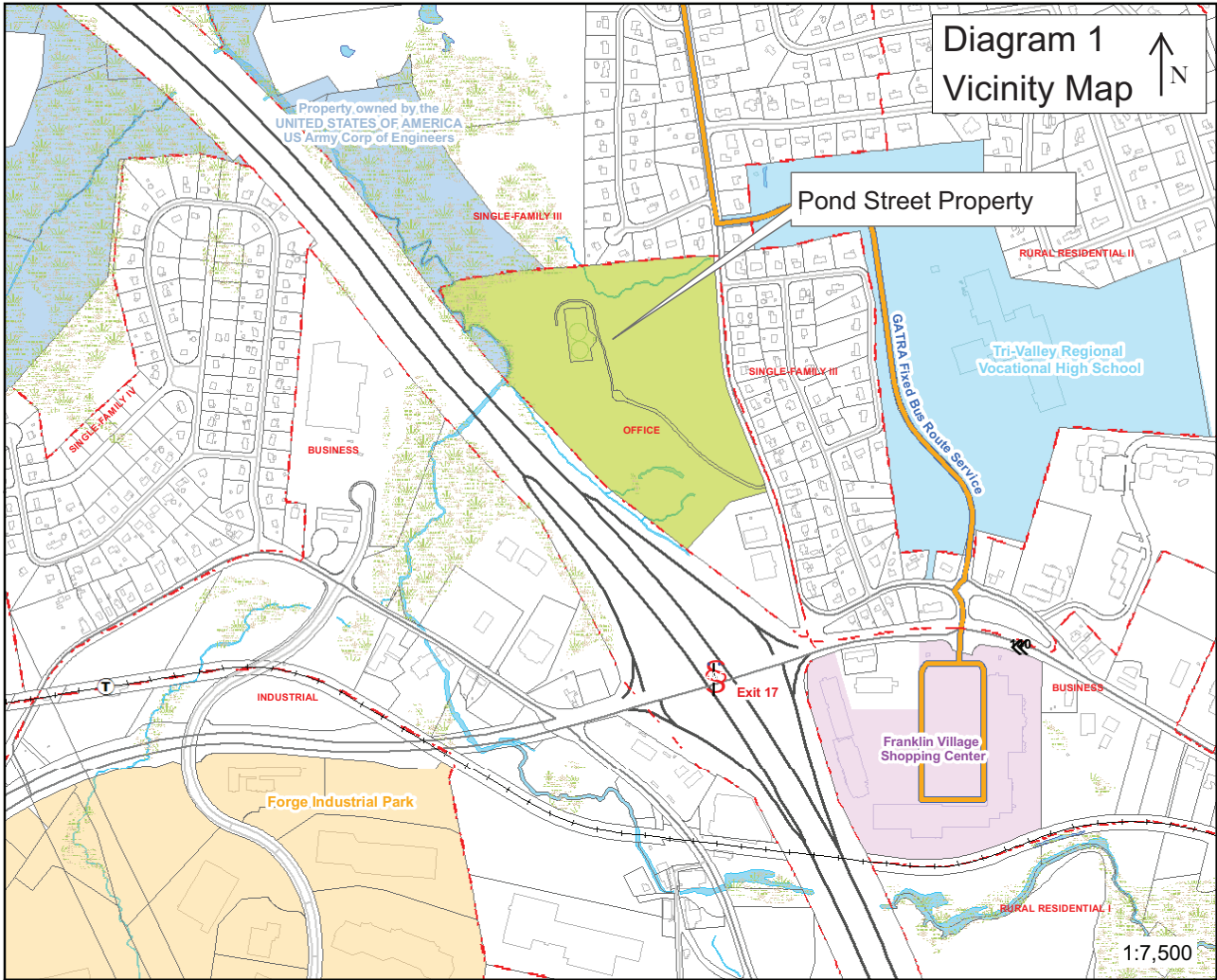


Diagram 1
Vicinity Map

1:7,500

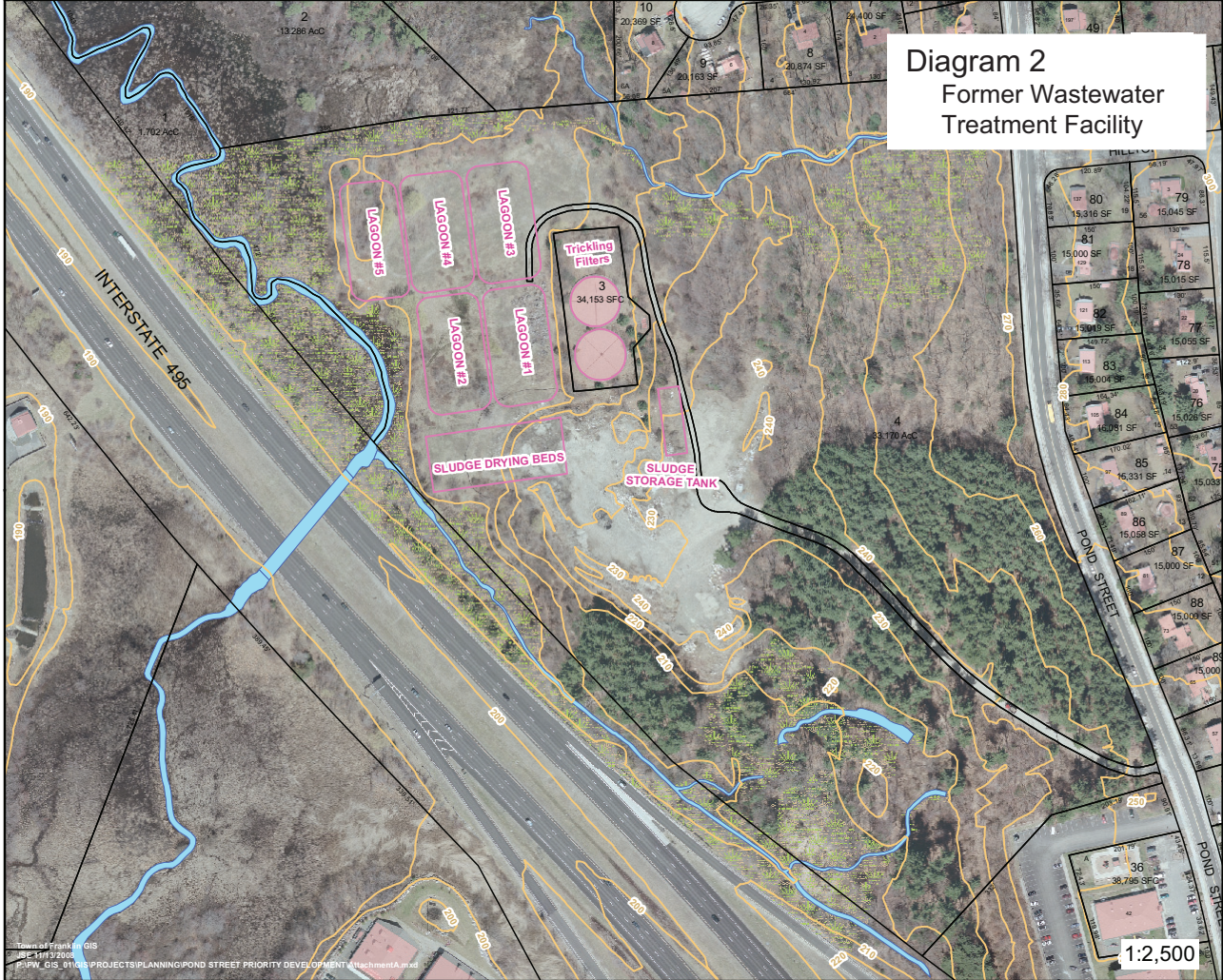
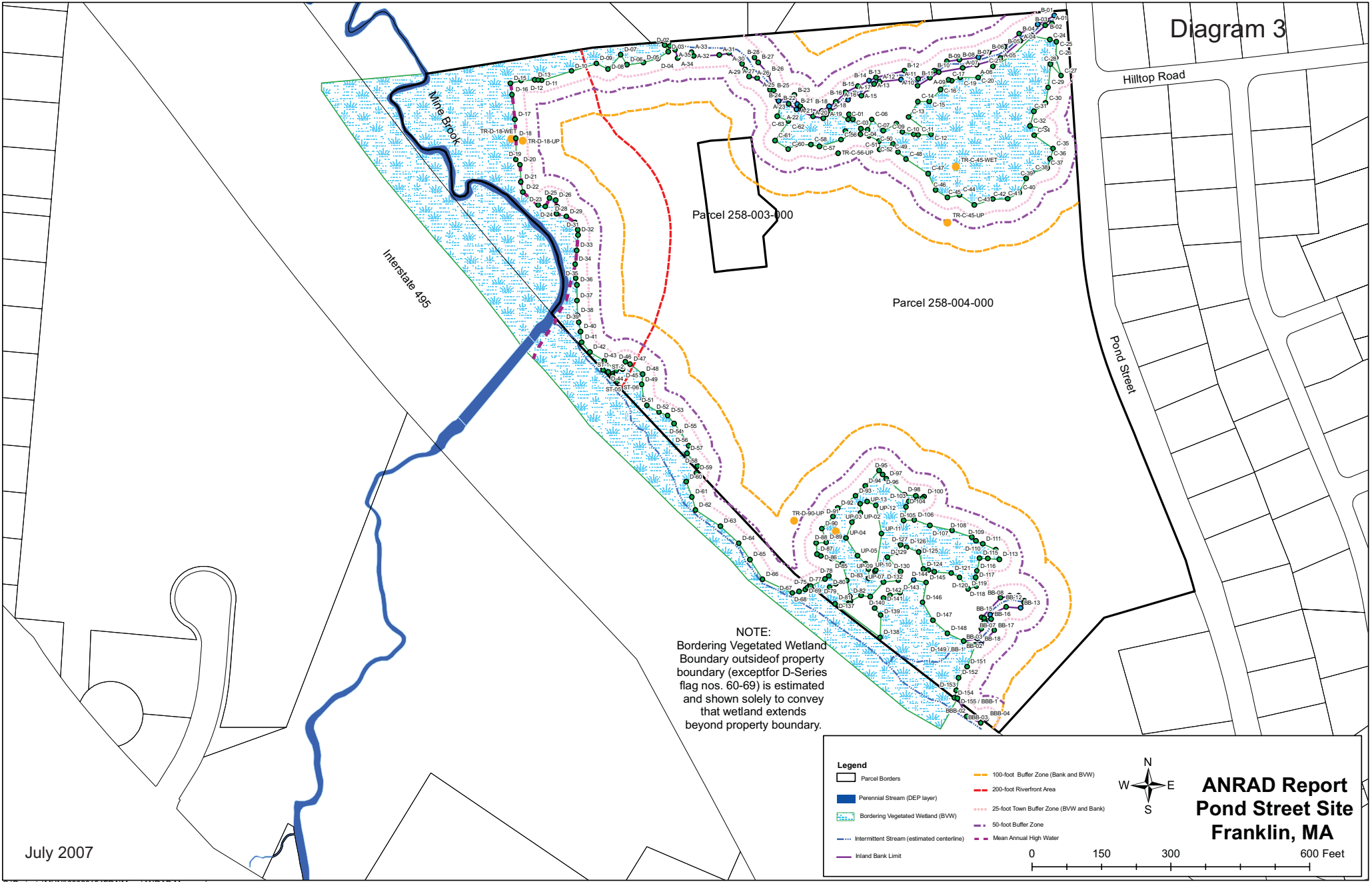


Diagram 2
Former Wastewater
Treatment Facility

1:2,500

Diagram 3



NOTE:
 Bordering Vegetated Wetland
 Boundary outside of property
 boundary (except for D-Series
 flag nos. 60-69) is estimated
 and shown solely to convey
 that wetland extends
 beyond property boundary.

Legend

- Parcel Borders
- Perennial Stream (DEP layer)
- Bordering Vegetated Wetland (BWW)
- Intermittent Stream (estimated centerline)
- Inland Bank Limit
- 100-foot Buffer Zone (Bank and BWW)
- 200-foot Riverfront Area
- 25-foot Town Buffer Zone (BWW and Bank)
- 50-foot Buffer Zone
- Mean Annual High Water

0 150 300 600 Feet

**ANRAD Report
 Pond Street Site
 Franklin, MA**

Approximate Location of Proposed Easements

Sewer Main Easements
SE-1, SE-2 and SE-3

Drainage Easements
DE-1 and DE-2

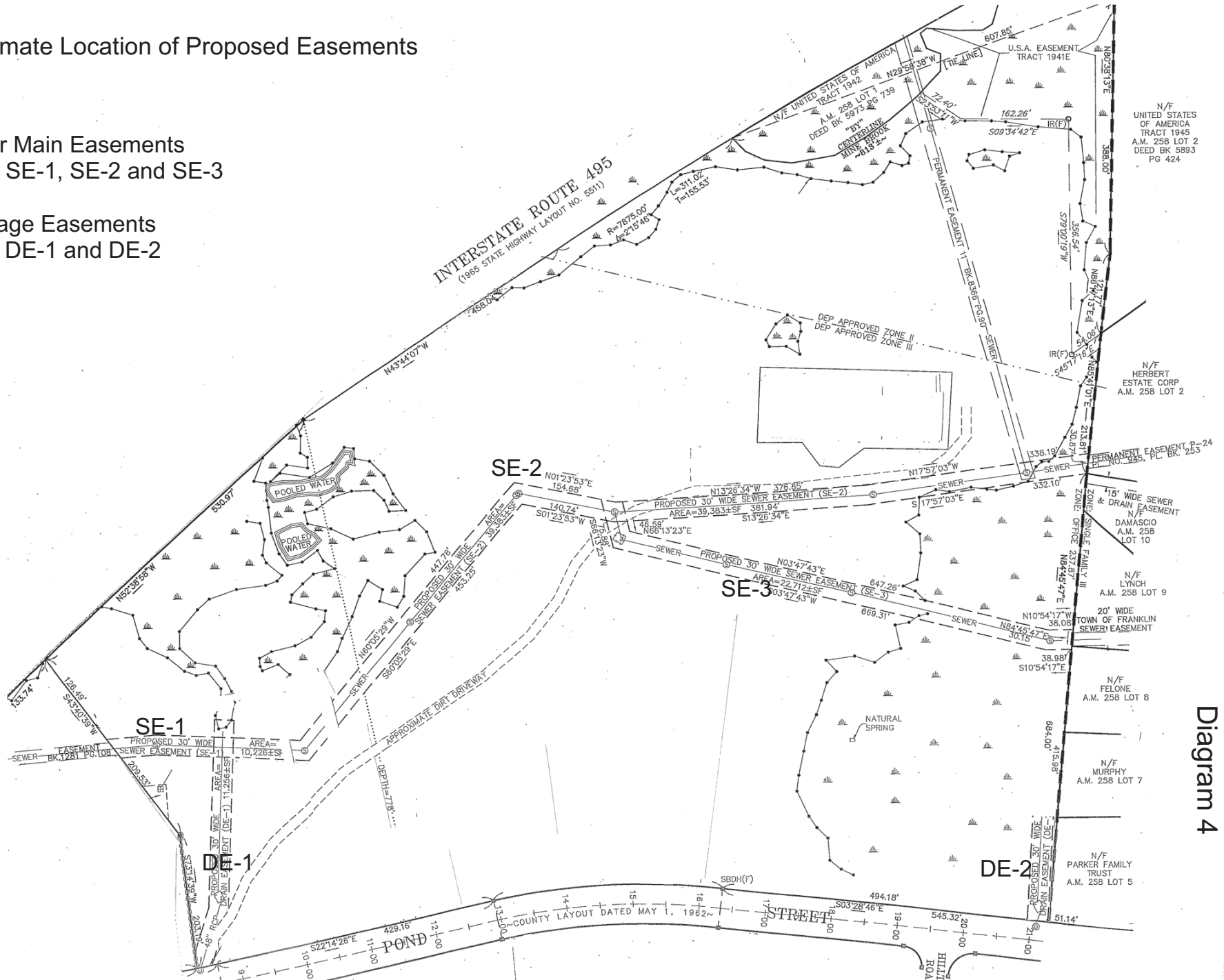
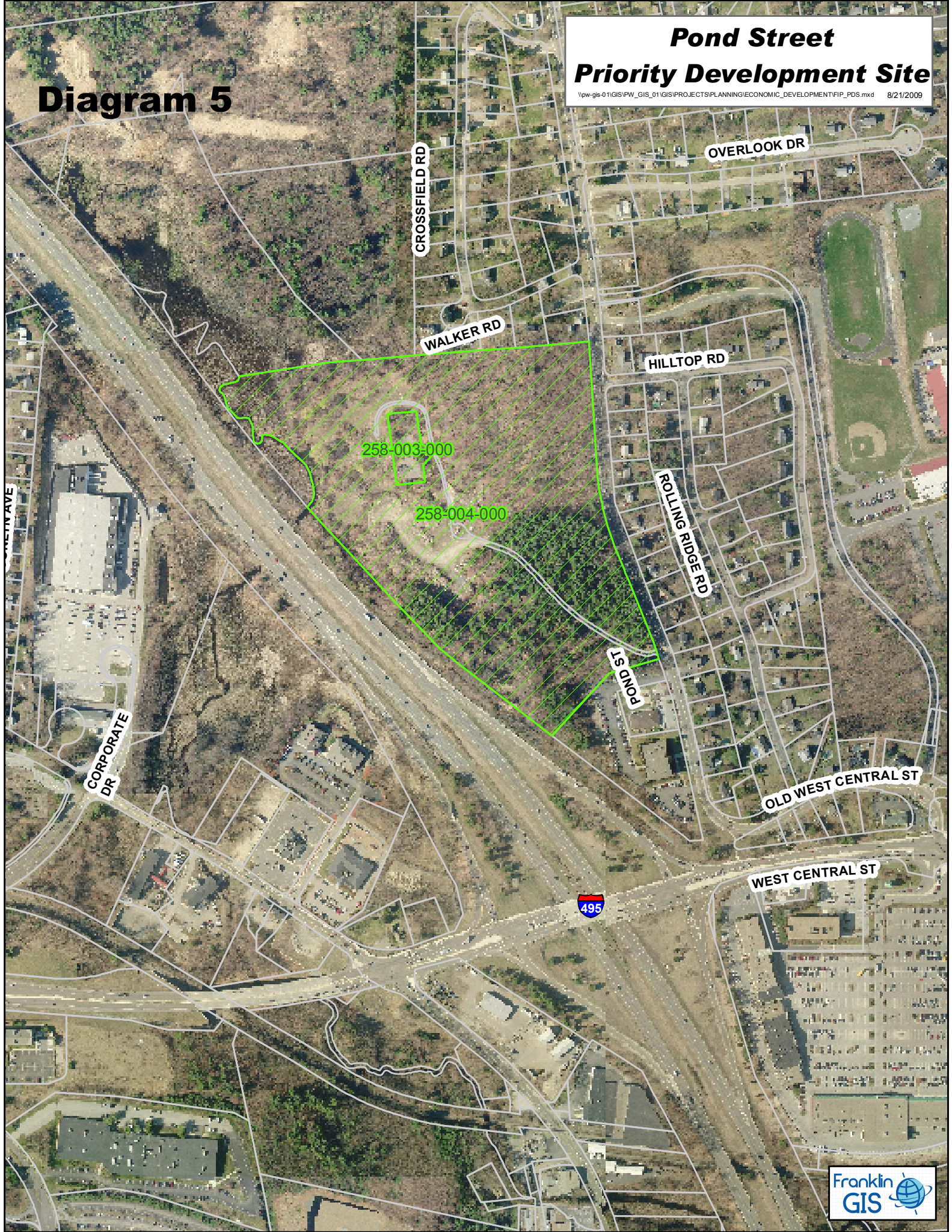


Diagram 4

Diagram 5

Pond Street Priority Development Site

\\pw-gis-01\GIS\IPW_GIS_01\GIS\PROJECTS\PLANNING\ECONOMIC_DEVELOPMENT\FIP_PDS.mxd 8/21/2009



Additional Information

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

- Pond Street Property Assessment, Fuss & O'Neill, September 2010. The Property Assessment Document includes a wide range of information, including:
 - Description of the property's existing conditions
 - Phase I Environmental Site Assessment Report (May 2010)
 - Test pit locations and related data
 - Planning, zoning and local permitting requirements
 - Conceptual Commercial Subdivision Development Plans, including a Color Rendering
 - Traffic Assessment, including traffic counts and Intersection Level of Service Data.
- Town of Franklin Assessor Parcel Map
- CAI Property Card
- Pond Street Property Description Summary
- Pond Street Property Photographs
- Pond Street Real Estate Appraisal Report, FW Bucklin Appraisal Company (June 2014)
- Franklin's Priority Development Sites Information Sheet
- Pond Street Priority Development Site Map
- Pond Street Property Commercial Subdivision Concept Plan
- Priority Development Site Pre-application Process
- Franklin's Economic Opportunity Areas and Related Incentives Information Sheet
- Pond Street Economic Opportunity Area TIF Plan, 2009
- Town of Franklin Zoning Bylaw (January 1, 2014)
- Town of Franklin Zoning Map
- The Town of Franklin's Design Review Guidelines
- Town of Franklin 2013 Master Plan, Implementation Element (Goals, Objectives and Actions)
- Draft Phase I Initial Site Investigation Method 2 Risk Assessment and Response Action Outcome Statement, TetraTech NUS, November 2003
- Town of Franklin Quick Facts - April 2014
- Franklin Wants Your Business Information Sheet
- Education Information Sheet
- Industrial Parks Information Sheet
- Quality of Life Information Sheet
- 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:

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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:

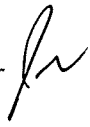
SELLER, Town of Franklin by,

Mark G. Cerel
Franklin Town Attorney

BUYER, _____
by,

, President

Memo

To: Town Council
From: Jeffrey D. Nutting, Town Administrator 
Date: April 29, 2015
Re: Curbside Rubbish/Recycling Fees

Given the minor adjustments to the curbside collection program (at least on a trial basis) and the reduction in disposal costs we negotiated earlier in the year, I am recommending a reduction in the annual fee from \$216 (64 gallon totter) \$196 (35 gallon totter) per year to \$200 and \$180 respectfully.



**TOWN OF FRANKLIN
BYLAW AMENDMENT 15-747**

**AMENDMENT OF SERVICE FEES:
Solid Waste and Recycling**

A BY-LAW TO AMEND THE CODE OF THE TOWN OF FRANKLIN, BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:

Chapter 82 of the Code of the Town of Franklin, Appendix A, "List of Service Fee Rates" is hereby amended (add underlined text, delete struck).

**APPENDIX A
LIST OF SERVICE FEE RATES**

DEPARTMENT	FEE	FY 15 RATE	FY 16 RATE	SERVICE CATEGORY
PUBLIC WORKS				
	CURBSIDE TRASH (ANNUAL)			
	Fee Using 65 Gallon Trash Cart	\$216.00	<u>\$200.00</u>	UTILITY
	Fee Using 35 Gallon Trash Cart	\$196.00	<u>\$180.00</u>	UTILITY
	SPECIAL CURBSIDE COLLECTION (sticker fees)			
	Sofa, table, chair, "bulk burnable"		\$10.00	MINIMUM

This By-Law amendment shall become effective July 1, 2015.

DATED: _____, 2015

A True Record Attest:

**Deborah L. Pellegrini
Town Clerk**

VOTED:

**UNANIMOUS _____
YES _____ NO _____
ABSTAIN _____
ABSENT _____**

**Judith Pond Pfeffer, Clerk
Franklin Town Council**