



FRANKLIN TOWN COUNCIL

July 8, 2015

7:00 PM

- A. APPROVAL OF MINUTES** *June 10, 2015, June 11, 2015 Budget Hearings, June 24, 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** - *Cultural Council, Charles River Pollution Control District, Registrar of Voters*
- F. HEARINGS** – *Violation of M.G.L. 138 §34: Sale, Delivery or furnishing of an Alcoholic beverage to a person under the age of 21 – 7:10 PM*
• *Dacey's Market*
- G. LICENSE TRANSACTIONS**
- H. PRESENTATIONS/DISCUSSIONS** – *Franklin Advisory Committee*
- I. SUBCOMMITTEE REPORTS**
- J. LEGISLATION FOR ACTION**
- 1. Resolution 15-46: Appropriation: Water Enterprise – Prior Year Bill – 9/10 Vote*
 - 2. Resolution 15-47: Appropriation: Other Post Employment Trust Fund – 2/3 Vote*
 - 3. Zoning Bylaw Amendment 15-750: Zoning Map Changes from Industrial to General Residential V District in an Area on or Near Dean Ave – Referral to Planning*
 - 4. Bylaw Amendment 15-748: Amendment to Chapter 128 Peddling and Soliciting–2nd Reading*
 - 5. Bylaw Amendment 15-749: Amendment to Chapter 139-14 Sewer System Map –2nd Reading*
- K. TOWN ADMINISTRATOR'S REPORT**
- L. OLD BUSINESS**
- M. NEW BUSINESS**
- N. COUNCIL COMMENTS**
- O. EXECUTIVE SESSION** – *Collective Bargaining Police, Police Sergeants, and Library*
- P. ADJOURN**

**FRANKLIN TOWN COUNCIL
MINUTES OF MEETING
June 10, 2015**

A meeting of the Town Council was held on Wednesday, June 10, 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.

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: *May 6, 2015, May 20, 2015.* **MOTION to Approve by Mercer. SECOND by Kelly. VOTE: Yes-9, No-0, Absent-0.**

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: None.

APPOINTMENTS: None.

PRESENTATIONS/DISCUSSIONS: ► *Purple Heart Presentation.* Senator Richard Ross and Representative Jeffrey Roy addressed the Town Council and read a resolution that congratulated the Town of Franklin for being named a Purple Heart Community by the Massachusetts Chapter of the Military Order of the Purple Heart. The resolution recognized the military service of Town of Franklin citizens and proclaimed that the contributions and sacrifices from their service in the armed forces have been vital in maintaining freedom for all.

Members of the Massachusetts Chapter of the Military Order of the Purple Heart stated approximately 65 of the 351 cities and towns in Massachusetts have been designated as Purple Heart communities for honoring and providing the recognition and remembrance that veterans deserve for their service in the military. In addition, three members of the Military Order of the Purple Heart provided a detailed history of the Purple Heart and noted it is the oldest medal still being awarded today. The group thanked the Town of Franklin for becoming a Purple Heart Community and presented the Town Council with a Certificate of Acknowledgement.

HEARINGS: *FY 2016 Budget Hearing – 1st Reading.* Town Administrator Jeffrey Nutting addressed the Town Council and thanked Comptroller Susan Gagner, Treasurer/Collector Jim Dacey, Department Heads and School Administration for their efforts and hours of work to put together the proposed FY16 Budget. Mr. Nutting provided an overview of the budget and noted that there is an additional \$2.5 million in revenue this year of which approximately \$2.25 million is from property taxes and approximately \$300,000 is from local receipts. He informed that State Aid is down slightly. The Commonwealth is looking at Chapter 70, School Aid, and may change how they fund schools in the future, but currently the 22-year old formula is being followed. Town revenues are anticipated to be about the same next year. Mr. Nutting noted that as the Town Clerk is not going to run for re-election, there are two salaries listed under Town Clerk—the salary of the existing clerk and the salary of the newly elected clerk. The Town is about even on Police and a little behind on Fire, and will remain at 49 firefighters.

Mr. Nutting thanked Town employees, Human Resources and Unions for working together collaboratively as Town changed health insurance carriers from Blue Cross/Blue Shield to Tufts at 4.7% saving both employees and taxpayers money. The Other Post Employee Benefits (OPEB) obligation was not able to be increased this year. Overall, of the \$2.5 million, over \$660,000 was accounted for as an increase in benefits, such as pensions, non-GIC retired teachers, workers compensation, property and casualty. Schools were provided with \$1.35 million. As well, there were no lost jobs, balanced the budget, and reduced unemployment.

Ms. Pfeffer read each *Budget Line Item*. ► Chairman Vallee stated he will request a Hold on Police, Fire, DPW and Schools during the Budget Hearing 2nd reading at the June 11th Town Council meeting. ► Mr. Mercer requested a Hold on Item 123: Town Administration. Mr. Mercer questioned if the salary increase was for the Deputy TA and the Public Information component, and whether the Public Information person should be put in this Item. Mr. Nutting stated the wage increase is for the deputy, but only for approximately nine or ten months as a person will not be hired on July 1. The Public Information Officer will be under expenses as it will be a contract position. ► Mr. Mercer, Mr. Kelly, and Ms. Pfeffer requested a Hold on Item 210: Police. In response to the question of whether there are enough police officers to combat the opiate epidemic in the Town, Chief of Police Stephan Semerjian stated that even with additional officers this epidemic will be difficult to suppress. His current officers are doing an excellent job. Mr. Nutting stated the salary amount includes a Deputy Chief. ► Mr. Kelly requested a Hold on Item 220: Fire. He asked with the new senior housing and Town growth, are two ambulances enough. Fire Chief Gary McCarraher stated that there are often three calls at once, usually one time per day, and it is a pressing issue. An additional ambulance would be beneficial. ► Mr. Mercer, Mr. Kelly, and Mr. Padula requested a Hold on Item 300: Town Schools. Superintendent of Schools Maureen Sabolinski provided highlights of some of the changes for the FY16 School Department Budget which included a Kennedy School intercom and 458 Chromebooks for eighth graders. She stated there is a 3% increase in budget over last year. 48.4% of the budget is funded through Chapter 70, and both State and Federal grants are anticipated for special education. She noted enrollment at the elementary level is declining, but high school enrollment continues to grow. Much of the \$1.3 million increase is going to salary increases, health care, collective bargaining and contractual obligations. Ms. Sabolinski stated that due to the forensic audit teacher attrition funds may not be used to offset the budget. ► Mr. Kelly requested a Hold on Item 424: Street Lighting. Mr. Nutting stated that street lighting costs have not increased as the solar component has helped keep costs stable. ► Mr. Mercer requested a Hold on Item 610: Library. Mr. Nutting stated that each year the Town applies for a State waiver as the Library Budget is not at the minimum required spending level set forth by the State. The library is open seven days per week. Library Director Felicia Oti addressed the issue of staff increases after the library construction is complete. ► Mr. Mercer, Mr. Kelly, Mr. Padula, and Mr. Dellorco requested a Hold on Item 910: OPEB. Mr. Nutting provided an overview of Other Post Employee Benefits (OPEB) and stated that the total obligation was \$89 million in 2013, and currently it is in the \$90 millions. Although \$400,000 is being added, the Town should be putting in \$2 million. The Town is making a good-faith effort into funding this account, but looking to put more in from free cash. Currently, reviewing investment options as would like to invest \$1.2 million stabilization in trust. As health insurance costs and longevity continue to increase, this will continue to be an issue. ► Mr. Kelly and Mr. Padula requested a Hold on Item 440: Sewer-Charles River Assessment. Mr. Nutting stated that the \$671,000 increase in cost is due to EPA regulations and aging of the plant. Approximately four years ago plant maintenance improvements were needed costing about \$30 million. Town owns about 65% of the plant and money needed to pay back the bond. ► Mr. Nutting noted that Item 225: Regional Dispatch was changed to \$94,000; and Item 543: Veterans Services should indicate Salaries=\$0, Expenses=\$39,000.

MOTION to Close Hearing by Kelly. SECOND by Padula. No discussion. VOTE: Yes-9, No-0, Absent-0.

LICENSE TRANSACTIONS: None.

SUBCOMMITTEE REPORTS: None.

LEGISLATION FOR ACTION:

1. **Resolution 15-36: Salary Schedule: Full Time Elected Officials.** Ms. Pfeffer read the resolution. **MOTION to Move Resolution 15-36 by Mercer. SECOND by Padula. No Discussion: VOTE: Yes-9, No-0, Absent-0.**
2. **Resolution 15-38: Establishment of a Fire Department Fire Rescue Training Revolving Account for FY 16.** Ms. Pfeffer read the resolution. **MOTION to Move Resolution 15-38 by Mercer. SECOND by Kelly. Discussion:** ► Mr. Nutting stated all the revolving accounts are on an annual vote by the Town Council. The Fire Department revolving account will be used to collect participation fees generated from the marketing of open slots in regular training provided by the department. All fees are credited to the revolving account and expended for expenses directly related to the training program. **VOTE: Yes-9, No-0, Absent-0.**
3. **Resolution 15-39: Establishment of a Council on Aging Senior Center Activities Program Revolving Account for FY 16.** **MOTION to Waive the Reading of Resolution 15-39 by Kelly. SECOND by Mercer. VOTE: Yes-9, No-0, Absent-0. MOTION to Move Resolution 15-39 by Mercer. SECOND by Kelly. Discussion:** ► Mr. Nutting stated this helps run the Senior Center activities, lunch program, etc. Fees are collected from the participation in all senior center activities and then expended through revolving account for expenses directly related to the senior center activities programs. **VOTE: Yes-9, No-0, Absent-0.**
4. **Resolution 15-40: Establishment of a Council on Aging Supportive Day Program Revolving Account for FY 16.** **MOTION to Waive the Reading of Resolution 15-40 by Kelly. SECOND by Mercer. VOTE: Yes-9, No-0, Absent-0. MOTION to Move Resolution 15-40 by Mercer. SECOND by Kelly. Discussion:** ► Mr. Nutting stated the cap is the amount that can be spent within the year. As enrollment increases more fees are generated. These fees are expended for expenses directly related to the supportive day program. **VOTE: Yes-9, No-0, Absent-0.**
5. **Resolution 15-41: Establishment of a Use of Facilities Account for FY 16.** **MOTION to Waive the Reading of Resolution 15-41 by Kelly. SECOND by Mercer. VOTE: Yes-9, No-0, Absent-0. MOTION to Move Resolution 15-41 by Mercer. SECOND by Kelly. Discussion:** ► Mr. Nutting stated this is also a revolving account. It is an agreement between the Town of Franklin and the Schools. The Schools collect the fees for use of buildings and the Town gets refunded for their part of the maintenance. The Town then puts that money back into the school buildings as the money was produced from school fees. About \$100,000 of this is to re-lamp for energy efficiency within the school buildings. Last year there was \$352,000 in the account; about \$80,000 has been spent to date on lighting. For FY16 spending cap is \$200,000 to do more lighting for energy savings. **VOTE: Yes-9, No-0, Absent-0.**
6. **Resolution 15-42: Authorization for Intermunicipal Agreement with County of Norfolk to Provide Veterans' Services to Franklin.** Ms. Pfeffer read the resolution. **MOTION to Move Resolution 15-42 by Mercer. SECOND by Kelly. Discussion:** ► Mr. Nutting stated the County of Norfolk has a grant to provide veterans' services and has proposed to pay for the full-time services of the veteran's officer for the Town for the next year. The Town can contract with the county for the service for under \$40,000 thereby providing the same level of service for less money. Veteran's Agent Dale

Kurtz provided a brief overview of some of his functions. **VOTE: Yes-9, No-0, Absent-0.**

7. **Bylaw Amendment 15-747: Amendment of Service Fees – Solid Waste and Recycling – 2nd Reading.** Ms. Pfeffer read the resolution. **MOTION to Move** Bylaw Amendment 15-747 by **Mercer. SECOND** by **Kelly. Discussion:** ► Mr. Nutting stated as a result of negotiations the Town was able to reduce the service fee rate for curbside trash (annual) by \$16.00 per year. **VOTE: Yes-9, No-0, Absent-0.**
8. **Bylaw Amendment 15-748: Amendment to Chapter 128 Peddling and Soliciting – 1st Reading.** Ms. Pfeffer read the resolution. **MOTION to Move** Bylaw Amendment 15-748 to a second reading by **Mercer. SECOND** by **Kelly. Discussion:** ► Mr. Nutting stated that several Councilors and citizens called because of late hour solicitation by a private vendor. To resolve this issue solicitation will be limited to daylight hours. For safety, people should not be going to homes for solicitation after dark. **VOTE: Yes-9, No-0, Absent-0.**
9. **Bylaw Amendment 15-749: Amendment of Chapter 139-14 Sewer System Map – 1st Reading.** Ms. Pfeffer read the resolution. **MOTION to Move** Bylaw Amendment 15-749 to a second reading by **Mercer. SECOND** by **Padula. Discussion:** ► Mr. Nutting stated the house at 14 Crocker Avenue was built on ledge. The septic system failed and there is no way to replace it. The homeowners have petitioned for a Sewer System Extension Permit to connect to the existing sewer system located approximately 150 feet away on Summer Street. Ms. Pfeffer indicated that the applicants should attend the meeting. Mr. Nutting stated if the amendment is moved to a second reading, he will make sure the homeowners attend. Mr. Bissanti supported that applicants need to be present. **VOTE: Yes-9, No-0, Absent-0.**

TOWN ADMINISTRATOR'S REPORT: ► The Senior Center Building Committee and Library Building Committee are moving along. ► The Recreation building is going through the Purchase and Sale process. ► The DPW building is under construction. ► The High School is scheduled to have all field work finished in August. ► Opened bids to remove portables at Davis Thayer—one bid came in a \$19,000. This will take place in July. ► Downtown Strawberry Festival is scheduled for June 11, at 4PM. ► The Farmers' Market runs every Friday on the Town Common. ► Town will be having a Fourth of July celebration. ► Downtown projects are moving forward and road reclaiming near Main Street, Pleasant Street and Beaver Street area should be starting next week.

OLD BUSINESS: ► Mr. Feldman asked for updates on the pipeline project, DelCarte playground and train whistle noise. Mr. Nutting stated that although the pipeline company did not reach out to him to explain, they withdrew. Mr. Nutting stated that the Town has engaged a structural engineer and are still reviewing the DelCarte playground matter; he should have conversations next week with the manufacturer. Regarding the train noise, Mr. Nutting stated he contacted the company and was told that the train whistle is blown according to law, but they would pass along to Keolis that the length and sound of the whistle is different than it has been in the past. ► Mr. Bissanti stated a resident reported that the train whistle noise has improved in the past few weeks.

NEW BUSINESS: ► Mr. Kelly stated that gates are not going down on Union Street before the freight train passes through. The train should have flagman there as it passes. Mr. Nutting stated he would check on this.

COUNCIL COMMENTS: ► Mr. Dellorco stated that he and Representative Jeffrey Roy attended the Norfolk County Coalition meeting on opioids on June 3. It was very informative. A meeting is scheduled for June 30 at 7PM at the High School to set up the Town's coalition. There are already 65-70 people signed up. Mr. Dellorco stated that if any resident needed help with this issue prior to the coalition

meeting on June 30, please call or email him. ► Mr. Bissanti stated he spoke with Director of Planning and Community Development Bryan Taberner and was told the Town is receiving responses and inquiries for the Pond Street RFP. ► Ms. Pfeffer stated that the Franklin Housing Trust completed a Purchase and Sale agreement today for another home. It needs a little work and it is hoped to be sold to a first-time homebuyer family with small children as it is near Parmenter School. ► Chairman Vallee requested that the Purple Heart Community plaque be hung in the chambers. ► Mr. Feldman discussed SolarFlair Energy Inc. as the solar installer for the Franklin Solar Challenge and noted a series of upcoming open houses—the next one on Saturday, June 20th on Maple Street.

EXECUTIVE SESSION: None.

ADJOURN: MOTION by Mercer to Adjourn. SECOND by Kelly. VOTE: Yes-9, No-0, Absent-0. Meeting adjourned at 8:30 PM.

Respectfully submitted,

Judith Lizardi
Recording Secretary

**FRANKLIN TOWN COUNCIL
MINUTES OF MEETING
Second Budget Hearing
June 11, 2015**

A meeting of the Town Council was held on Thursday, June 11, 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.

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 others and available on *Franklin Matters*.

PROCLAMATIONS/RECOGNITIONS: None.

CITIZEN COMMENTS: None.

APPOINTMENTS: None.

HEARINGS: FY 2016 Budget Hearing – 2nd Reading. ► Chairman Vallee stated that the Budget Line Items would not be read and Items on Hold: Police, Fire, Schools and DPW, would be discussed.

► Hold Item 210: Police. Chairman Vallee read statistics of surroundings towns of similar size and questioned why the Town has fewer police officers today (45) than in 1995 (54) and asked for assurance that the Town of Franklin was well protected. Chief of Police Stephan Semerjian stated that there were never more than 50 police officers in the Town. He stated when he hires more people he wants to make sure they can be sustained and does not have to do layoffs. Also, must consider long-term OPEB costs. There are currently two men in the academy. Mr. Nutting stated the number of incidents and arrests have decreased. Although there are five less officers than fifteen years ago, technology and training have made a difference; there are fewer calls for service than five years ago. Chief Semerjian stated that we have a good community, people are in compliance, and the officers are doing a great job. Chairman Vallee expressed concern that as the largest community in Norfolk County with the greatest miles of roads there are only three or four police officers covering the night shift. Chief Semerjian said that at night the minimum staff is three patrolmen and one sergeant. He assured the Council that the Town is well protected and the statistics reflect this. Mr. Nutting stated the Town is looking at the statistics and moving forward slow and steady to make sure that once a police officer is added, they do not have to be let go. Mr. Padula clarified that Chief Semerjian is not currently asking for more people and questioned if two police officers dedicated to the drug issue is enough. In response to the drug problem, Chief Semerjian stated there is no place for these people to go. Police can arrest them, but not curing them and cannot provide the help they need. In addition, there are families dealing with this issue every day but they do not want the police involved as they do not want their child to have a record. Chief Semerjian remarked that there must be another remedy. After police make arrest and case goes to court, response is to get them treatment—but there is no treatment. Mr. Bissanti mentioned the recent deaths of young people from opiates in the Town and asked what can be done about the drug dealers. If the department does not need more help, can we put more officers into the drug enforcement area? Chief Semerjian responded that all police members are all doing their jobs. Mr. Nutting stated that he has talked to detectives and

they are frustrated; people get arrested, get deported and then return to area under different name within a short time. It is a vicious cycle. This is what the new coalition is going to do. Mr. Bissanti would like to keep pressure on the drug issue. Chief Semerjian said there is a culture of people that do not want to give out information due to the fear factor of retaliation, so it is difficult to get information on the next level. Mr. Dellorco said the officers are doing a great job and agreed that the dealers are very good at not being caught. Chief Semerjian stated that the 45 police officers include the two recruits that will graduate from the academy in October. Ms. Pfeffer stated there are no statistics directly indicating the number of arrests for drug abuse. She clarified that the Council is offering the department another policeman and Chief Semerjian is turning it down. Chief Semerjian reiterated that he wants to make sure that if he takes on another person he will not have to let them go in the future. Mr. Kelly noted that when a person gets arrested for heroin they often have the option of taking the arrest or going to rehab which makes number of arrests decrease. He also expressed concern about cybercrimes and bullying. Mr. Padula commended all police officers for doing a great job. Mr. Bissanti asked if it would be best to hire new people from Franklin. Chief Semerjian stated that a potential hire must be looked at in all aspects, not just because they are from Franklin. Mr. Nutting stated eight Franklin citizens were offered interviews and seven declined. The eighth person had no background experience and was in retail sales. Mr. Nutting stated an associate's degree in criminal justice is required as well as police experience such as dispatcher, military police, or special police officer.

► Hold Item 220: Fire. Chairman Vallee stated concern regarding additional calls for those from assisted living facilities, such as for falls. Fire Chief Gary McCarraher stated that there is currently a higher call rate for the facility on King Street because of new staff. Until staff gets into routine and accustomed to their clients, the department expects a higher call rate. Chief McCarraher stated they addressed the role of staff and the role of the emergency services with the facility members and this minimized the number of calls. The department will continue to work with them. If a call is received, department is obligated to respond. Department does not do routine transports, they do emergency transports. Although revenue is generated from ambulance calls, less money is taken in than it costs. Chief McCarraher discussed need for third ambulance and stated it is based upon calls coming in simultaneously. Currently, department can handle two simultaneous calls. Statistically, it looks like three or more simultaneous calls will be a daily event. Mutual aid calls have increased. Chief McCarraher has spoken with Town Administrator to fully staff third ambulance in a few years, but currently it is not in the Town Administrator's recommendations. A third ambulance would need eight people at approximately \$75,000 per person for a cost of \$600,000 to \$700,000. The average on-scene time for an ambulance is 5 minutes 35 seconds, while the average time for a mutual aid ambulance is 12 minutes 34 seconds. The current call volume in the department has surpassed all of last year. Chief McCarraher stated here are two challenges in the fire department: 1. Staffing—twice a day they are out of resources; and, 2. Fitness and wellness for employees—high level of line-of-duty injuries. Mr. Kelly recommended looking at Town growth and would like to have both Police and Fire to the EDC for discussions.

► Hold on Item 300: Town Schools. Ms. Pfeffer asked for confirmation regarding the number of teachers. Superintendent of Schools Maureen Sabolinski stated there was a reduction of five teachers. These teachers were reassigned or retired and those positions will not be refilled due to declining enrollment. But, five new teachers for middle and high school will be added. Chairman Vallee noted that Franklin does not make the list of the 50 top high schools in the State and asked where we were failing. Ms. Sabolinski stated that this is likely due to per pupil expenditures and class size. Franklin's per pupil expenditure is \$11,000 and the State average is \$14,000.

► Hold on Item 440: DPW. Chairman Vallee questioned why Town was below number of DPW staff compared to other towns. Deputy Director Deacon Perrotta was in attendance to respond to questions. Mr. Nutting stated the Town is about 15 people below because we do not have the budget to support the people needed in the department. The Town contracts out for road paving and snow plowing. In bad

times, jobs get cut. Every department is giving great service but there are only so many dollars available. The Town lived off Chapter 70 for fifteen years—it increased about \$1 million per year. Those days are gone; state aid is decreasing. Other towns may have a higher tax base; Franklin has a lower tax base and residents say no to tax increases. Budget is based on the available means. Chairman Vallee stated everyone is doing a lot for a little money. Mr. Kelly commended DPW for getting through difficult snow season. Mr. Bissanti commended all departments based on tax rate.

MOTION to Close Hearing by Mercer. SECOND by Pfeffer. No discussion. VOTE: Yes-9, No-0, Absent-0.

LICENSE TRANSACTIONS: None.
PRESENTATIONS/DISCUSSIONS: None.
SUBCOMMITTEE REPORTS: None.

LEGISLATION FOR ACTION:

1. Resolution 15-37: Adoption of the FY 2016 Budget. Ms. Pfeffer read the resolution. **MOTION to Move Resolution 15-37 by Mercer. SECOND by Kelly. No Discussion: VOTE: Yes-9, No-0, Absent-0.**

TOWN ADMINISTRATOR'S REPORT: None.
OLD BUSINESS: None.
NEW BUSINESS: None.
COUNCIL COMMENTS: None.
EXECUTIVE SESSION: None.

ADJOURN: MOTION by Padula to Adjourn. SECOND by Mercer . VOTE: Yes-9, No-0, Absent-0.
Meeting adjourned at 8:01 PM.

Respectfully submitted,

Judith Lizardi
Recording Secretary

**FRANKLIN TOWN COUNCIL
MINUTES OF MEETING
June 24, 2015**

A meeting of the Town Council was held on Wednesday, June 24, 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.

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

PRESENTATION: *Electric Youth*, a group of thirteen talented singer-dancer performers sung a cappella at their annual performance for the Town Council prior to their upcoming two and one-half week tour of Europe which will include performances in France and England including Disneyland Paris and other European venues. Upon their return, *Electric Youth* will perform at Norfolk Town Hill in Norfolk on July 23, 2015, and will kick-off the Franklin Cultural Festival on the Town Common on July 29, 2015. Chairman Vallee and the council members complimented the group's fantastic performance.

LEGISLATION FOR ACTION:

1. **Resolution 15-43: Appropriation-FY15 Fire Wages (Arbitration Award).** Ms. Pfeffer read the resolution. **MOTION to Move Resolution 15-43 by Mercer. SECOND by Kelly. Discussion:**
 - Mr. Nutting stated the Town has nine municipal unions that are bargained with; three years ago a four-year settlement was reached with eight of the nine unions. An agreement was not met with the firefighters which resulted in mediation, then arbitration, whereupon the award was brought down about three weeks ago. The award runs concurrent with the other eight unions and will expire on June 30th. The award was for an 8% increase over four years, resulting in a total cost for FY12, FY13, FY14, and FY15 of approximately \$525,000, with an additional \$70,000 going forward. In anticipation of the award, \$415,000 was put aside to cover the cost. The additional funds will come from money in the Health Insurance account and funds remaining in the firefighters salary account; the money does exist to fund the entire \$525,000. This resolution will transfer \$470,000 to fund the FY 2015 Fire Wages Arbitration Award. The additional \$55,000 is already in the firefighters account. Recommended the Council approve. ► Chuck Allen, Franklin firefighter and resident, on behalf of the union, addressed the Council. He stated the firefighters are lagging behind in pay. He spoke about the great Franklin community and the importance of the people that make the infrastructure work. He stated a *Yes* vote would allow the firefighters to move forward. ► Ms. Pfeffer stated she is supportive of the firefighters, but will vote *No* on this resolution as it is not fair to give the firefighters a 2% increase and not give it to the other eight unions. **ROLL CALL VOTE:** Bissanti-YES; Dellorco-YES; Feldman-YES; Kelly-YES; Mercer-YES; Padula-YES; Pfeffer-NO; Vallee-YES; Williams-YES. **VOTE: YES-8, NO-1. Passes.**

Chairman Valle called a five minutes recess.

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.

Chairman Vallee displayed the Purple Heart Certificate of that was presented to the Town of Franklin.

CITIZEN COMMENTS: None.

APPOINTMENTS: 2015 Annual Committee Appointments. Ms. Pfeffer the list of annual committee reappointments. **Motion to Ratify** Annual Reappointments to Town boards and commissions by **Mercer. SECOND** by **Kelly. VOTE: Yes-9, No-0, Absent-0.**

HEARINGS: None.

LICENSE TRANSACTIONS: None.

PRESENTATIONS/DISCUSSIONS: None.

SUBCOMMITTEE REPORTS: None.

LEGISLATION FOR ACTION (continued):

2. **Resolution 15-44: Appropriation-Other Post Employment Stabilization Fund.** Ms. Pfeffer read the resolution. **MOTION to Move** Resolution 15-44 by **Mercer. SECOND** by **Padula. Discussion:**
▶ Mr. Nutting stated there is an over \$90 million unfunded liability. Already put in \$400,000 but also like to use free cash to put in additional money. The purpose is to transfer \$200,000 from Free Cash to the OPEB Stabilization Fund. **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. Unanimous.**
3. **Resolution 15-45: Appropriation-Roads/Sidewalks/Drainage/Storm water/Infrastructure.** Ms. Pfeffer read the resolution. **MOTION to Move** Resolution 15-45 by **Mercer. SECOND** by **Padula. Discussion:** ▶ Mr. Nutting stated the purpose is to transfer \$200,000 from Free Cash to fund ongoing road, sidewalk, drainage, storm water, and infrastructure. **VOTE: Yes-9, No-0, Absent-0.**

TOWN ADMINISTRATOR'S REPORT: ▶ Mr. Nutting thanked the Council for their vote on the Fire Wages (Arbitration Award). ▶ There will be a Fourth of July celebration. ▶ The road work on Main Street and West Central Street continues. Plan is to pave the base coat on Summer Street and Main Street next week prior to the July 4th events. ▶ On target to pass papers in July for the recreation building. ▶ Working with Mr. Calarese for a fall closing on the Emmons Street property. ▶ The public service announcement done by high school students on the needles was great informing viewers if they see a needle do not pick it up, call 911. ▶ The Opiate Coalition meeting is next week. ▶ Confirmed that old curbing from Town Common will be used on High Street and new curbing will be put on Town Common.

OLD BUSINESS: None.

NEW BUSINESS: None.

COUNCIL COMMENTS: ▶ Mr. Dellorco reiterated that the Opiate Coalition meeting will be held on June 30, 2015 at the High School. The Fire Department will make a presentation. ▶ Mr. Bissanti asked about the procedure for opening the RFPs due on July 9. Mr. Nutting stated they will be opened and reviewed to make sure legal requirements met. EDC meeting will follow on July 15, 2015. ▶ Mr. Kelly stated Ms. Pfeffer, Mr. Nutting and Mr. Kelly, along with Senator Ross and Representative Roy attended a lunch presentation for nonagenarians celebrating ninety to ninety-nine year-old residents. It was a great

event. ► Mr. Bissanti thanked the Franklin Elks for the great Flag Day celebration on the Town Common.

ADJOURN: MOTION by Kelly to Adjourn. SECOND by Mercer. VOTE: Yes-9, No-0, Absent-0. Meeting adjourned at 7:29 PM.

Respectfully submitted,

Judith Lizardi
Recording Secretary



APPOINTMENTS

Cultural Council

Gia Podobinski
274 West Central Street

Justin Haslett
274 West Central Street

The Cultural Council has recommended the appointment of Gia Podobinski and Justin Haslett to serve as members of the Cultural Council.

MOTION to ratify the appointments by the Town Administrator of Gia Podobinski and Justin Haslett to serve as members of the Cultural Council.

DATED: _____, 2015

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

Deborah L. Pellegrini
Town Clerk

ABSTAIN _____

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council



RECEIVED

TOWN OF FRANKLIN
BOARD/COMMITTEE VOLUNTEER FORM

12 2015

TOWN ADMINISTRATOR
TOWN OF FRANKLIN

If you are interested in volunteering by serving on a Town Board/Committee, fill out and return 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: *Gia Podobinski*

Address: *274 West Central Street*

Day Telephone: *617.997.9129*

Evening Telephone: *Same as day*

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

Franklin Cultural Council

Present Business Affiliation and work:

Marketing Manager - U.S. Danby, Inc.

Government Experience:

N/A

Education of Special Training:

Former Marketing Director for Professional Theatres in MA.

Positions previously held in town government:

N/A

How much time would you be willing to donate:

on average 4-5 hours a month

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

1st Monday of every month and weekends.

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

Avid arts lover and former Marketing Director for New Repertory Theatre and Central Square Theatre.



TOWN OF FRANKLIN
BOARD/COMMITTEE VOLUNTEER FORM 2015

TOWN ADMINISTRATOR
TOWN OF FRANKLIN

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.

RECEIVED

Name: JUSTIN HASLETT

Address: 274 WEST CENTRAL ST, FRANKLIN, MA 02038

Day Telephone: 619.972.7974

Evening Telephone: 619.972.7974

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

FRANKLIN CULTURAL COUNCIL

Present Business Affiliation and work:

HUNTINGTON THEATRE COMPANY - ASSOCIATE GENERAL MGR.

Government Experience:

N/A

Education of Special Training:

MFA in Theatre Management from Yale.

Positions previously held in town government:

N/A

How much time would you be willing to donate:

4-5 hours/mo

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

1st or 2nd Monday of each month + weekends and as necessary.

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

you could contribute:

I have spent my professional career working in non-profit theatre advocating for the value of the civic-cultural partnership. I'm eager to be more involved in the civic side of the equation.

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](#)



APPOINTMENTS

Charles River Pollution Control

Joseph V. Cameron
65 Summer Street

The Charles River Pollution Control has recommended the appointment of Joseph V. Cameron to serve as member(s) of the Charles River Pollution Control.

MOTION to ratify the appointment by the Town Administrator of Joseph V. Cameron to serve as member (s) of the Charles River Pollution Control .

DATED: _____, 2015

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

Deborah L. Pellegrini
Town Clerk

ABSTAIN _____

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council



APPOINTMENTS:

REGISTRAR OF VOTERS

Lois D'Amico
511 Union Street

The Board of Registrars has voted and has recommended the appointment of Lois D'Amico to serve as member of the Board of Registrars.

MOTION to ratify the appointment by the Town Administrator of Lois D'Amico to serve as Member of the Board of Registrars.

DATED: _____, 2015

A True Record Attest:

Deborah L. Pellegri
Town Clerk

VOTED:

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

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council

HEARING – 7:10 PM

- VIOLATION OF M.G.L. 138 §34: SALE, DELIVERY OR FURNISHING OF AN ALCOHOLIC BEVERAGE TO A PERSON UNDER THE AGE OF 21 – DACEY'S MARKET

Town of Franklin

Town Administrator
Tel: (508) 520-4949

Fax: (508) 520-4903



355 East Central Street
Franklin, Massachusetts 02038-1352

June 24, 2015

Mr. Swetal Patel
Moksh LLC
Dacey's Market
Franklin, MA 02038

Re: Alcoholic Beverage Law Violation – Moksh, LLC, dba Dacey's Market

Dear Mr. Patel:

This is a notice that the Town Council as the Local Licensing Authority for the Town of Franklin will hold a hearing pursuant to provision of M.G.L. Chapter 138 §64 to determine whether to modify, suspend, or revoke your alcoholic beverages License for violation of Massachusetts General Law, Chapter 138, §34: Sale, Delivery, or furnishing of an alcoholic beverage to a person under the age of twenty-one, based upon an incident which, according to the Franklin Police, occurred on Friday, June 19, 2015 at Dacey's Market, 345 Lincoln Street, Franklin, MA 02038.

The hearing is scheduled to take place on Wednesday, July 8, 2015 at 7:10 PM in the Council Chambers of the Municipal Building, Second Floor, 355 East Central Street, Franklin, MA 02038. You are entitled to attend and to present evidence on your behalf.

Please feel free to call me at 508-520-4949 if you have any questions.

Sincerely,

Maxine Kinhart
Licensing Administrator

Cc: Steve Semerjian, Police Chief





FRANKLIN POLICE DEPARTMENT

Stephan H. Semerjian, Chief of Police
911 Panther Way, Franklin, MA 02038
Telephone: (508) 528-1212
Fax: (508) 520-7950
www.franklinpolice.com

June 22, 2015

To: Jeffrey D. Nutting, Franklin Town Administrator
355 East Central Street
Franklin, MA. 02038

Re: Dacey's Market
353 Lincoln Street
Franklin, MA. 02038
Sale of alcohol beverages to person under 21 years of age

Mr. Nutting,

On Friday, the 19th of June 2015 Franklin Police Sergeant Jason Reilly, while off-duty had occasion to be at the Dacey's Market Store on Lincoln Street. While at the store Reilly's attention was drawn to a young male he had reason to believe just purchased alcoholic beverages in the store and that this person was under 21 years of age. Sergeant Reilly then called in the registration of the suspect vehicle to the Franklin Station and confirmed the registered owner to be under the age of 21 years. During this same time Sergeant Reilly noticed a Franklin patrol unit and flagged the unit over to speak with him. Patrolman Steven Hamilton had conversation with Reilly and after running the suspect vehicle registration for himself verified again that the registered owner was under the age of 21 years; Hamilton then affected a motor vehicle stop and identified the operator as Matthew Cummings, age 19. Patrolman Hamilton saw in plain view a thirty (30) pack of Bush Light Beer and one (1) bottle of Yellow Tail Chardonnay wine in the back seat of the vehicle. In conversation with Matthew Cummings he relayed to Hamilton that he purchases his alcohol from Dacey's Market frequently as do many other 19 and 20 year olds. According to Cummings it is well known that the employees there do not ask for identification prior to selling any alcohol. Patrolman Hamilton's narrative report is attached and I will make him and Sergeant Reilly available to present this information to the Town Council if so requested.

Respectfully,

A handwritten signature in black ink, appearing to be "S. Semerjian".

Stephan H. Semerjian
Chief of Police

Print Date: June 22, 2015

Franklin Police Department Business Detail

DACEYS MARKET

Business # Name
199000000239 DACEYS MARKET
Business Address
353 LINCOLN FRANKLIN MA 02038
Mailing Address

Jurisdiction
Franklin
Business Type
Convenience Store
Business Hours

Primary () 528-0645
Status
Active
Secondary () 520-4775
Alt Ref No
B9000163

Call List

<u>Seq. No.</u>	<u>Contact</u>	<u>Contact Phone No.</u>	<u>Notes</u>
1	JIGNASHU PATEL	508-613-2025	
2	ALBESH PATEL	978-289-8639	
3	JAY	508-918-0567	

Alias
Alias Name
Notes

Hazmat
NOAA No.
Chemical Name
Notes

Associations
Association Type
Associate
Additional Info
Active Date
Inactive Date

Comments:

Franklin Police Department
911 Panther Way
Franklin, MA 02038
508 528 1212
Incident Report



Incident Number: 2015000015314
 File No: N/A
 Dispatch Incident Number: 2015000015314
 Print Date: June 22, 2015
 Printed By: ss01

Incident Information

Occurred On/From	Day of Week	Date	Time	Occurred To	Day of Week	Date	Time	Reported On	Date	Time	
	Fri	06/19/2015	5:38:13PM		Fri	06/19/2015	5:38:13PM	→	6/19/2015	5:38:13PM	
Reported As			Incident Type - Primary			Arresting Officer					
Motor Vehicle, Violation			Motor Vehicle, Violation								
Incident Address						Reporting Officer					
81 UNION, FRANKLIN, MA 02038						Patrolman Steven Hamilton (hs02)					
Sector		Stat. Area		Sub Stat. Area		Census Tract		Landmark			
WES		West Statiistical Area		Dean College Clery							
Business Name				Incident Types - Other				Action Taken			
N/A								SUMMONSED			

Dispatch Timings

Dispatched	Date	Time	First Arrival	Date	Time	Last Clear	Date	Time
	06/19/2015	17:38		06/19/2015	17:38		06/19/2015	17:53

Related Incident Summary

Incident No.	Date	Nature	Notes
No Related Incidents reported for Incident #: 2015000015314			

Associated Persons Summary

Type	Name (Last, First, MI)	Date of Birth	Sex	Home Phone #	Cell Phone #	Work Phone #
OPERATOR	CUMMINGS, MATTHEW W	4/7/1996	M	N/A	N/A	N/A
Address: 15 WOODHAVEN DR, FRANKLIN, MA 02038						

Associated Businesses Summary

Type	Name	Primary Phone #	Secondary Phone #
No Associated Businesses reported for Incident #: 2015000015314			

Involved Officers

Officer Title	Officer Name	Officer Type	Division
Patrolman	Paul F Fiorio	Responding Officer	Uniform Patrol Division
Patrolman	Steven S Hamilton Jr	Reporting Officer	Uniform Patrol Division
Patrolman	Steven S Hamilton Jr	Responding Officer	Uniform Patrol Division

IBR/UCR Offenses

Offense Number	IBR Type	Chapter	Section	Statute ID / IBR Type Description
No Incident Offenses Recorded for Incident #: 2015000015314				

Complaint Charges

Seq #	Chapter	Section	Name (Last, First, MI)	Description of Offense
No Complaint Offenses Recorded for Incident #: 2015000015314				

Vehicle Info

Reg Plate - State (Year)	Vehicle Year, Make, Model	VIN	Primary Color	Second Color	Insurance Co.
2AX754 - MA (2017)	2006 Jeep N/A	1J8GR48K16C142875	(Added by conve	N/A	PLYMOUTH ROCK ASSU

Franklin Police Department
911 Panther Way
Franklin, MA 02038
508 528 1212
Incident Report



Incident Number: 2015000015314
File No: N/A
Dispatch Incident Number: 2015000015314
Print Date: June 22, 2015
Printed By: ss01

Property

Property Number		Property Description				Status	Serial Number			Orig. Est. Value
2015000000300		Alcohol/ 30 pack of bush light cans				Open	N/A			\$0.00
Weapon Type		Vehicle Ref.	Drug Type		Container			Loss Desc.	Category Desc.	
N/A		N/A	N/A		N/A			N/A	N/A	
Year	Make	Model	Width	Length	Height	Weight	Caliber	Qty	Unit of Measure	Color
N/A	N/A	N/A	0	0	0	0	0	30.00	Dosage Units/Items	N/A

Owner: N/A

Property Number		Property Description				Status	Serial Number			Orig. Est. Value
2015000000301		yellow tail chardonnay				Open	N/A			\$0.00
Weapon Type		Vehicle Ref.	Drug Type		Container			Loss Desc.	Category Desc.	
N/A		N/A	N/A		N/A			N/A	N/A	
Year	Make	Model	Width	Length	Height	Weight	Caliber	Qty	Unit of Measure	Color
N/A	yellow tail	chardonnay	0	0	0	0	0	1.00	Dosage Units/Items	N/A

Owner: N/A

Citations

Citation No	Code	Date	Status	Statute	Description
No Citations reported for Incident #: 2015000015314					

Permits

Permit No	Type	Issue Date	Expire Date	Status	Issued To/Notes
No Permits recorded for Incident #: 2015000015314					

Franklin Police Department
911 Panther Way
Franklin, MA 02038
508 528 1212
Incident Report



Incident Number: 2015000015314
File No: N/A
Dispatch Incident Number: 2015000015314
Print Date: June 22, 2015
Printed By: ss01

Narratives for Incident Number 2015000015314 ? Yes

Other Narratives not authorized for print? None

Narratives this user authorized to print:

Narrative by: Patrolman Steven Hamilton (hs02) Division: Uniform Patrol Division

Date & Time	Narrative Description	Entered by	Status	Reviewed by	Last Edit Date
06/19/2015 18:58		Patrolman Steven Hamilton (hs02)	Open		06/20/2015

On Friday, 06/19/2015 at approximately 1738hrs, I (Officer Hamilton) conducted a motor vehicle stop in the area of 81 Union Street.

While driving north on Lincoln Street in the vicinity of Dacey's Market I observed a young male carrying a 30 rack of beers coming out of the store and getting into a motor vehicle. While observing the male, I noticed Sgt. Riley (off duty) waving me into the parking lot to where the young male was getting into his motor vehicle. Upon pulling into the same lot, Sgt. Riley explained that the gentleman who I observed carrying the beers just purchased them at Dacey's Market. Based on the young males description and his mannerisms inside the store, Sgt. Riley believed that the male was under the age of 21. Sgt. Riley called the Franklin Police Station and asked dispatch to run Ma Reg 2AX754 to get a date of birth of the registered owner. Dispatch informed Sgt. Riley that the registered owner has a date of birth of 04/07/1996. After Sgt. Riley explained to me what he saw, I ran the information myself. After running Ma Reg 2AX754, CJIS confirm that the registered owner has a date of birth of 4/07/1996. After confirming that the registered owner is the person coming out of the liquor store, I spun around and attempted to get behind the motor vehicle which already left the parking lot. After going through several intersections, when it was safe to do so I activated my blue lights and siren and conducted a motor vehicle stop in the area of 81 Union Street. Upon approaching the operator who was identified as Matthew Cummings (registered owner), I observed a "rack" of Busch light bottles sitting in the back seat of the motor vehicle. I informed Matthew for the reason to why I stopped him and he immediately admitted that he has a 30 rack of beers and a bottle of wine in the back seat which I took custody of. Officer Fiorio arrived on scene. Matthew then informed me that he has a fake ID which was also confiscated and scanned into incident (see photo attached). Matthew then told me even though he has a fake ID, he does not use it at Dacey's Market because "they sell to anyone". Matthew went on to tell me that several people he knows that are minors go to that location to purchase alcohol because they do not card everyone. Based on Matthew's cooperation, Matthew was free to go.

The alcohol that was seized was logged into evidence according to Franklin Police Policies and Procedures and added to the incident. Based on Matthew's statements, the incident will be forwarded to Lt. Lynch because of a Town liquor law violation.

Officer Hamilton #43

Signature - Reporting Officer

Signature - Reviewing Officer

Incident Dispatcher Remarks:

Create User ID: system

Date & Time

06/19/2015 20:06:51

603 (HAMILTON) OFF WITH MA REG 2AX754 602 (FIORIO) RESP 603 REP PARTY SUMMONSED.REPORT TO FOLLOW

Call Takers Remarks:

Create User ID:

Date & Time

No Caller Remarks Listed

PRESENTATIONS
AND
DISCUSSIONS

- FRANKLIN ADVISORY COMMITTEE

LEGISLATION

FOR

ACTION



TOWN OF FRANKLIN

RESOLUTION NO.: 15-46

APPROPRIATION: Water Enterprise Prior Year Bill

TOTAL REQUESTED: \$ 1,926.72

PURPOSE: To Pay for prior years' water utility fee to the MBTA for FY 2013 and 2014.

MOTION

- Be It Moved and Voted by the Town Council that a PriorYear bill in the amount of One Thousand Nine Hundred and Twenty- six Dollars and Seventy-two cents (\$1,926.72) be paid from the FY 2015 Water Enterprise Operating Budget.

DATED: _____, 2015

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

A True Record Attest:

ABSTAIN _____

ABSENT _____

Deborah L. Pellegrini
Town Clerk


Judith Pond Pfeffer, Clerk
Franklin Town Council

OFFICE OF THE TOWN ADMINISTRATOR



MEMORANDUM

DATE: July 3, 2015
TO: Town Council
FROM: Jeffrey D. Nutting, Town Administrator
RE: MBTA Prior Year Bills



There is a resolution on the agenda that asked the Council to approve a past year's bill totaling \$2,259.92 from the MBTA for a Water Main on Grove Street installed on MBTA property.

We were contacted on June 24, 2015 by Kevin Killion from the Massachusetts Realty Group, the designated real estate representative for the MBTA. Upon review of old tenant agreements, he came across one for the Town of Franklin for a water main installed on MBTA property on Grove Street dated March 14, 2012. The Town made the initial required payment of \$928.16 at that time, but the MBTA did not enter the tenant agreement into its billing system and subsequently the Town never received any invoices.

There is a holdover clause in the agreement, which states that at the end of the original term the payments will be month to month. Future monthly invoices will be submitted to the Town of Franklin's Water Department.

Please see the attached email and invoice from the MBTA.

From:  Kevin Killion <KKillion@greyco.com> 6/24/2015 12:16:55 PM 

Subject: Agreement with the MBTA

To:  **Dianne Blanchard**

Hi Diane.

Per our phone conversation, I am Kevin Killion from the Massachusetts Realty Group, the designated real estate representative for the MBTA. We replaced the old tenant managers, Transit Realty Associates (TRA), as of 8/1/14. We have been reviewing all tenant agreements and came across this one with the Town of Franklin (attached). A water main was installed on MBTA property on Grove Street in Franklin and was originally paid for with check #304169 in the amount of \$928.26 in March of 2012. But there have been no payments for this since, most likely because it looks like the billing was initially set up incorrectly so no invoices were ever issued. Per the holdover clause in the agreement, after the end of the original term, 2/26/12 – 2/25/13, the license will be month to month and the fee escalates by the original fee \$928.26 X CPI (or minimum 2.5%). Assuming the water main is still in place we will update the billing in our system and would need to collect for the past couple years of missed fees. Please take some time to review and get back to me as soon as you can.

Thank you,

Kevin Killion
Accounts Receivable Lead
Greystone Management Solutions
20 Park Plaza, Suite 1120
Boston, MA. 02116
617-316-1667
kkillion@greyco.com
www.greyco.com

NOTICE: This e-mail and any attachments contain confidential information that may be legally privileged. If you are not the intended recipient, you must not review, retransmit, print, copy, use or disseminate it. Please immediately notify us by return e-mail and delete it. If this e-mail contains a forwarded e-mail or is a reply to a prior email, the contents may not have been produced by the sender and therefore we are not responsible for its contents.

This notice is automatically appended to each e-mail. It is the recipient's responsibility to take measures to ensure that this e-mail is virus free, and no responsibility is accepted by Greystone for any loss or damage arising in any way from its use.

MBTA
 PO Box 845142
 Boston, MA 02284-5142

INVOICE

(617) 316-1654

Town Administrator's Office
 Attn: Dianne Blanchard
 355 East Central Street
 Franklin, MA 02038-1352

6/1/2015

ACCOUNT NUMBER

INVOICE #: 029216

030000 - 003070 - B6009

LOCATION: Grove St, Franklin

MAKE CHECKS PAYABLE TO: MBTA

BALANCE DUE

2,259.92

Date	Code	Description	Charges	Payments	Amount Due
3/1/2013	UTL	3/13-2/14 Utility fee	951.47	.00	951.47
3/1/2014	UTL	3/14-2/15 Utility fee	975.25	.00	975.25
3/1/2015	UTL	3/15 Utility fee	83.30	.00	83.30
4/1/2015	UTL	4/15 Utility fee	83.30	.00	83.30
5/1/2015	UTL	5/15 Utility fee	83.30	.00	83.30
6/1/2015	UTL	6/15 Utility fee	83.30	.00	83.30

6/1/2015	ACCOUNT NUMBER
----------	----------------

Please send this portion of the statement with your remittance.

INVOICE #: 029216

030000 - 003070 - B6009

MBTA
 PO Box 845142
 Boston, MA 02284-5142

Town Administrator's Office
 Attn: Dianne Blanchard
 355 East Central Street
 Franklin, MA 02038-1352

(617) 316-1654

Current	30	60	90	120	BALANCE DUE
83.30	83.30	83.30	83.30	1,926.72	2,259.92

MBTA
 PO Box 845142
 Boston, MA 02284-5142

INVOICE

(617) 316-1654

Town Administrator's Office
 Attn: Dianne Blanchard
 355 East Central Street
 Franklin, MA 02038-1352

6/1/2015

ACCOUNT NUMBER

INVOICE #: 029216

030000 - 003070 - B6009

LOCATION: Grove St, Franklin

MAKE CHECKS PAYABLE TO: MBTA

BALANCE DUE

2,259.92

Date	Code	Description	Charges	Payments	Amount Due
3/1/2013	UTL	3/13-2/14 Utility fee	951.47	.00	951.47
3/1/2014	UTL	3/14-2/15 Utility fee	975.25	.00	975.25
3/1/2015	UTL	3/15 Utility fee	83.30	.00	83.30
4/1/2015	UTL	4/15 Utility fee	83.30	.00	83.30
5/1/2015	UTL	5/15 Utility fee	83.30	.00	83.30
6/1/2015	UTL	6/15 Utility fee	83.30	.00	83.30

6/1/2015	ACCOUNT NUMBER
----------	----------------

Please send this portion of the statement with your remittance.

INVOICE #: 029216

030000 - 003070 - B6009

MBTA
 PO Box 845142
 Boston, MA 02284-5142

Town Administrator's Office
 Attn: Dianne Blanchard
 355 East Central Street
 Franklin, MA 02038-1352

(617) 316-1654

Current	30	60	90	120	BALANCE DUE
83.30	83.30	83.30	83.30	1,926.72	2,259.92

**MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
LICENSE FOR ENTRY 11305
RAILROAD PROPERTIES
FRANKLIN, MASSACHUSETTS
TOWN OF FRANKLIN**

1. **The License**

The Massachusetts Bay Transportation Authority, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, established and existing pursuant to Chapter 161A of the Massachusetts General Laws, with a usual place of business at 10 Park Plaza, Boston, Massachusetts (hereinafter referred to as the "MBTA"), hereby grants to Town of Franklin, with a usual place of business at 355 East Central Street, Franklin, Massachusetts 02038-1352 (hereinafter referred to as "LICENSEE"), the right and privilege to enter onto the MBTA Railroad Right of Way at Grove Street, Franklin, Massachusetts as shown on Exhibit A attached hereto, and incorporated herein, (hereafter referred to as the "Premises").

2. **General Conditions**

Among the terms and conditions of this License for Entry are included the following General Conditions:

- 2.1 **Date:** February 23, 2012
- 2.2 **LICENSEE:** Town of Franklin
- 2.3 **Term:** From February 26, 2012 to February 25, 2013 except that the MBTA may terminate this Agreement with thirty (30) days written notice.
- 2.4 **License Fee:** \$ 928.26
- 2.5 **Administrative Fee:** \$ 1,000.00-Paid
- 2.6 **Premises:** The MBTA Franklin Branch at Grove Street, Franklin Massachusetts, as more fully shown in Exhibit A attached hereto.
- 2.7 **Scope of License:** LICENSEE shall install, maintain, repair and or replace one new 16-inch water main (iron ductile) within a 30" steel casing on the Premises. No other investigations of any kind may be performed on the MBTA Right of Way. LICENSEE shall have the right to permit its employees, contractors and agents to use the Premises as permitted hereunder and acting by and through the LICENSEE, subject to all of the terms and conditions of this License.

LICENSEE understands and agrees to the following conditions:

1. An Massachusetts Bay Commuter Railroad ("MBCR") flagman must be on site for all activities that could adversely affect the safety of train operations and at all times when the contractor or subcontractors are working on or adjacent to the railroad right of way. Flag protection will continue for paving operations and until all work is safely clear of the railroad right-of-way.
2. Flag protection can be scheduled with James Merrill, MBCR, at 617-222-3614, with advance notice of at least 5 days.
3. The installation of the 30 inch steel casing will be done during a weekend shutdown of train operations. The LICENSEE shall coordinate the weekend shutdown with the MBTA and MBCR. The casing installation must be executed on a continuous, non-stop schedule until the site is ready for restoration of the track structure by MBCR. The LICENSEE shall restore the site to the elevation that is left following the removal of the track structure at the beginning of the project.
4. The 30 inch casing must be a minimum of 6' 6" below the top of the rail. The LICENSEE and the contractor must comply with all MBTA Construction Specifications, with particular attention to the Pipeline Occupancy Specification (MBTA Railroad Operations Directorate)
5. A pre-construction meeting must be held prior to the start of any work.
6. All personnel working on the project must have received MBCR's contractor safety training prior to the start of the project. Contact MBCR's Training Dept. at 617-222-8402 to schedule training. Photo I.D.'s must be available for inspection at all times.
7. Railroad Protective Liability Insurance must be provided, in accordance with MBTA requirements, naming the MBTA, MBCR, and CSX as "Named Insureds".
8. The LICENSEE is responsible for contacting "Dig Safe" for the identification of all utilities except those belonging to the railroad. Part of MBCR's support of the project will include identifying the location of underground cables that feed the crossing protection mechanisms and gates.
9. The LICENSEE must enter into a Third Party Agreement with MBCR prior to the start of any work. Following the satisfactory completion of all work on the project, MBCR will provide a final billing that will be based on actual costs.

2.8 Notices:

MBTA:

Real Estate Department
Massachusetts Bay Transportation Authority
10 Park Plaza, Room 5750
Boston, Massachusetts 02116
Attn: Assistant General Manager for Development

MBTA Railroad Operations
32 Cobble Hill
Somerville, Massachusetts 02143
Attn: Section Chief

and

DESIGNATED REPRESENTATIVE:

Transit Realty Associates, LLC
77 Franklin Street, 9th Floor
Boston, Massachusetts 02110
Attn: Executive Director

LICENSEE:

Mr. Jeffrey D. Nutting
Town Administrator
355 East Central Street
Franklin, Massachusetts 02038-1352

3. Consideration

The rights contained in this License for Entry are granted for good and valuable consideration, the sufficiency of which is hereby acknowledged.

4. Terms and Conditions of License for Entry

This License for Entry is subject to the following terms and conditions:

4.1 Scope of Activity

(a) Scope of Activity

The Scope of Activity is the Scope of License (Section 2.7) as modified by the terms of this License for Entry and Exhibit B attached hereto and incorporated herein. The LICENSEE shall minimize the disruption to and alteration of the Premises and, as soon as possible after each entry onto the Premises, shall return the Premises to the condition existing immediately prior to the initiation of the Scope of Activity and entry hereunder; except as specifically authorized under the Scope of License

Except pursuant to an approved Access Plan, defined in Exhibit B, attached hereto and incorporated herein, or in case of emergency, LICENSEE shall provide at least five (5) days' prior written notice of its desire to enter the Premises to the MBTA's Railroad Operations Department at the addresses noted above for access. The MBTA may have an observer present at all times when LICENSEE is present on the Premises. See Exhibit B for required notice from LICENSEE when LICENSEE needs access because of an emergency. LICENSEE shall do all work in accordance with the Plan described in Exhibit B.

(b) Utilities

LICENSEE acknowledges that there may be surface and subsurface utilities on and adjacent to the Premises and agrees to exercise extreme caution in performance of the Scope of Activity. LICENSEE shall comply with Massachusetts General Laws, Chapter 82, Section 40 (said statute also known as the "Dig Safe" law) and the regulations promulgated pursuant thereto including but not limited to the Code of Massachusetts Regulations, more particularly, 220 CMR 99.00 et seq. To the, the MBTA, or parties acting in behalf of either, locate and mark railroad utilities in the railroad rights of way and appurtenant thereto, LICENSEE shall be responsible for

payment to such parties for such services which may include, but not be limited to, locating and marking utilities, facilities and appurtenances thereto serving the railroad and transit line(s) or used in connection with services or operations of the MBTA and/or the Railroad Companies. Any damage to any utilities on or near the Premises caused by LICENSEE shall be the sole responsibility of LICENSEE. If LICENSEE does not immediately repair any utilities it has damaged, the MBTA, without being under any obligation to do so and without waiving the LICENSEE's obligation hereunder, may repair any utilities damaged by the LICENSEE immediately and without notice in case of emergency. In the event the MBTA exercises such right, the LICENSEE shall pay to the MBTA immediately upon demand all of the MBTA's cost of performing such repairs plus a fee equal to twenty-five percent of the MBTA's cost of performing such repairs to reimburse the MBTA for its administrative costs.

(c) Subordination to MBTA's Operating Requirements

The work permitted hereby shall be subordinate to the requirements of the MBTA in maintaining and operating a transportation system and may be stopped or delayed, at any time, in response to each requirement. MBTA shall not be responsible for any damages incurred by LICENSEE as a result of any such work stoppage, delay or required relocation.

(d) Environmental Cooperation

If for any reason LICENSEE is not responsible for Hazardous Materials, defined below, on the Premises then LICENSEE agrees to cooperate with the MBTA in the determination of the party liable for the remediation of the Premises under applicable Federal and/or state law. Such cooperation may include the temporary adjustment of the rights granted to LICENSEE hereunder. The MBTA shall not be responsible for any damages incurred by the LICENSEE as a result of such temporary adjustment. "Hazardous Materials" shall mean "oil" or "hazardous materials", as those terms are defined in Massachusetts General Laws Chapter 21E ("Chapter 21E") and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "MCP").

(e) Remediation Obligation of the LICENSEE

Whenever by law or the terms of this License for Entry, LICENSEE is responsible for remediation of Hazardous Materials on MBTA property, LICENSEE, upon written demand of the MBTA, shall conduct, at LICENSEE's sole cost and expense (or, at the MBTA's election, reimburse the MBTA for the cost and expense incurred by the MBTA in connection with the MBTA's conduct of), all response actions required by Chapter 21E and the MCP with respect to the Hazardous Materials (including the hiring of a Licensed Site Professional). Any such response action, if performed by LICENSEE, shall be performed in accordance with Chapter 21E, the MCP, any other applicable statutes and regulations, and in accordance with plans and specifications approved by the MBTA, shall be completed in a timely manner to the reasonable satisfaction of the MBTA, and shall allow the MBTA to use the Premises, and/or MBTA owned adjacent or contiguous property, for its present use and for any future transportation use. LICENSEE shall also be

responsible for the reasonable costs incurred by the MBTA in hiring consultants (including a Licensed Site Professional) to review, supervise and inspect any plans, specifications, proposed method of work, installation, operation and results.

(f) Notice of Project Completion and Record Drawings

Upon completion of its work, LICENSEE shall provide written notice ("Notice of Project Completion") to the MBTA Railroad Operations Department of the date of project completion. The Notice of Project Completion shall be delivered to:

MBTA Railroad Operations
32 Cobble Hill
Somerville, Massachusetts 02143

and

Railroad Company(ies) at the Notice location designated in Section 2.8 herein.

(g) Evidence of Financial Responsibility

Intentionally omitted.

4.2 Indemnification and Release of MBTA

(a) LICENSEE shall indemnify, defend (at the option of the MBTA) and save the MBTA, and any other company operating on the ROW (collectively, except for the MBTA, the "Railroad Companies") harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever including, without limitation, those related to Hazardous Materials that may be imposed upon, incurred by, or asserted against the MBTA or the Railroad Companies by reason of any of the following occurrences:

- (1) the activities of the LICENSEE hereunder or the exercise by the LICENSEE of any rights or privileges hereby granted; or
- (2) the presence, discovery or revealing of any pre-existing Hazardous Materials on the Premises (or other property of the MBTA adjacent to the Premises) (i) which discovery is a result of the LICENSEE'S activities hereunder; (ii) where said Hazardous Materials are present because of LICENSEE'S previous occupancies of the Premises, whether those occupancies were unauthorized or permitted pursuant to prior agreements between the parties; or (iii) where those pre-existing Hazardous Materials migrated from land now or previously owned, leased, occupied or operated by the LICENSEE or for which the LICENSEE is a potentially responsible party as defined under Chapter 21E; or
- (3) the placement or accidental release of any Hazardous Materials onto the Premises (or other property of the MBTA adjacent to the Premises) by

LICENSEE or its employees, agents, contractors or consultants or by the employees, agents, or consultants of LICENSEE's contractors or subcontractors

- (4) any use, condition or occupation of the Premises or any part thereof by LICENSEE; or
- (5) any failure of LICENSEE to perform or comply with any of the terms hereof, or of any contracts, agreements or restrictions, statutes, laws, ordinances or regulations affecting the activities or any part thereof.

In subsection (2) above, LICENSEE'S previous occupancies of the Premises includes occupancies by the predecessors in interest of LICENSEE.

- (b) LICENSEE has inspected the Premises and decided that the Premises are suitable for the uses LICENSEE contemplates. LICENSEE assumes all the risk of entry on to the Premises.
- (c) LICENSEE hereby releases the MBTA and the Railroad Companies from any responsibility for LICENSEE'S losses or damages related to the condition of the Premises, and LICENSEE covenants and agrees that it will not assert or bring, nor cause any third-party to assert or bring, any claim, demand, lawsuit or cause of action (whether by way of original claim, cross claim, counterclaim, contribution claim, indemnification claim, third-party claim or any other claim) (hereinafter "Claims") against the MBTA or the Railroad Companies, including, without limitation, claims for response actions, response costs, assessments, containment, removal and remedial costs, governmental oversight charges, including any overhead or response action costs incurred or assessed by DEP, fines or penalties, permit and annual compliance fees, reasonable attorney and expert fees, natural resource damages, property damages, including diminution in property value claims, and personal injury damages and damages related to a person's death relating to, or arising from, the condition of the Premises.

LICENSEE shall obtain a written release of liability similar to the one in this Section 4.2(c) and including the language of Section 4.2(d) in favor of the MBTA and the Railroad Companies from each of LICENSEE'S consultants and contractors before they enter onto the Premises.

- (d) In clarification of the above release and covenants of defense and indemnification, and not in limitation of them, LICENSEE shall indemnify, defend (at the option of the MBTA) and save the MBTA harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments related to the injury, illness or death of any employee of LICENSEE or of an employee of LICENSEE'S contractors or consultants; except if the "Claim" arose because of the MBTA'S grossly negligent or willful misconduct. It shall not be grossly negligent to allow access to the Premises that are in substantially the

condition they were in when LICENSEE inspected the Premises before accepting this License.

(e) LICENSEE shall be notified, in writing, by the MBTA and each of the affected Railroad Companies of the assertion of any claim against it that LICENSEE has agreed to indemnify above (the "Indemnified Claim").

(1) If the MBTA decides to itself conduct the defense of an Indemnified Claim against it or to conduct any other response itself, LICENSEE shall reimburse the MBTA for all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by the MBTA in connection with the MBTA's defense of the Indemnified Claim against it and/or the conduct of all response actions, including, without limitation, those required by Chapter 21E and the MCP. The settlement or compromise of any Indemnified Claim shall not include the admission of guilt (or comparable plea), wrongdoing or negligence or the permitting or imposition of civil or criminal penalties or indictments, or the entering of consent decrees or orders of any kind by the MBTA on behalf of the LICENSEE or any other action that would materially prejudice the rights of the LICENSEE without the LICENSEE'S express written approval. The LICENSEE shall cooperate fully and promptly with the MBTA in the defense of any Indemnified Claim. This same right of self defense and the right to LICENSEE reimbursement shall apply to each of the Railroad Companies that has an Indemnified Claim against it.

(2) If the MBTA decides to have LICENSEE defend the Indemnified Claim or handle the response action, the MBTA shall notify LICENSEE of that decision in writing and the LICENSEE shall bear the entire cost thereof and shall have sole control of the defense of any Indemnified Claim and all negotiations for its settlement or compromise provided that the MBTA is fully indemnified by the LICENSEE and provided further that the settlement or compromise shall not include the admission of guilt (or comparable plea), wrongdoing or negligence or the permitting or imposition of civil or criminal penalties or indictments, or the entering of consent decrees or orders of any kind by the LICENSEE on behalf of the MBTA or any other action that would materially prejudice the rights of the MBTA without the MBTA's express written approval. The MBTA shall cooperate with the LICENSEE in the defense of any Indemnified Claim. If any of the Railroad Companies wants the LICENSEE to defend it against an Indemnified Claim, then they must agree to this paragraph 4.2 (e)(2).

If any response action due to the presence of Hazardous Material or the threat of release of Hazardous Waste onto the Premises (or other property of the MBTA which abuts the Premises), is performed by LICENSEE, the response action shall be performed in accordance Section 4.1 (e).

- (f) LICENSEE and contractor shall provide to the MBTA financial assurance guaranteeing LICENSEE'S performance of the obligations set forth in Section 4 of this License in a form satisfactory to the MBTA.

For purposes of this Section 4, LICENSEE shall include LICENSEE and its directors, officers, employees, agents, successors and assigns and the MBTA shall include the MBTA and its directors, officers, employees, agents, successors and assigns.

The provisions of Sections 4.1 and 4.2 shall survive the termination or expiration of this License For Entry.

4.3 Insurance

Prior to entry hereunder, LICENSEE and its consultants and contractors shall provide the MBTA with a certificate or certificates of insurance and shall, during the term hereof, renew and replace any expired certificate, evidencing the insurance of the activities permitted hereunder, and LICENSEE'S covenant of indemnification hereinabove, with companies that are reasonably acceptable to the MBTA, as stated below, in which LICENSEE and others hereinafter specified are either additional insureds as their interests may appear or named insureds and which provide minimum liability coverage as follows:

- (a) Commercial General Liability Insurance
Insuring the LICENSEE, the MBTA, the Premises and all activities allowed hereunder as well as LICENSEE'S indemnification obligations contained in Section 4 with minimum liability coverage for personal injury, bodily injury and property damage with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in aggregate. Umbrella liability coverage with limits of not less than Five Million Dollars (\$5,000,000.00) covering all work performed must also be provided. Such insurance shall be written on an occurrence basis (as opposed to a claims made basis). These policies shall name the MBTA and the Railroad Companies as additional insureds.
- (b) Worker's Compensation Insurance
Insuring all persons employed by LICENSEE in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against the MBTA or the Railroad Companies or the Premises with limits of liability of not less than those required by Massachusetts General Laws, Chapter 152, as amended. The policy shall contain a clause waiving the right of subrogation in favor of the MBTA and the Railroad Companies. Each of LICENSEE'S subcontractors and consultants shall have similar policies covering their employees.
- (c) Railroad Protective Liability Insurance
Insuring the MBTA and the Railroad Companies as named insureds with limits of not less than \$5,000,000.00 per occurrence and \$10,000,000.00 in aggregate combined bodily injury, property damage. MBCR shall be provided with an

original policy of Railroad Protective Liability Insurance and the MBTA and the remaining Railroad Companies shall be provided with certificates of insurance.

(d) Automobile Liability Insurance

Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) covering all owned, non-owned, hired, rented or leased vehicles of LICENSEE and its consultants and contractors that are used in the activities permitted hereunder.

The required insurance coverages hereinbefore specified shall be placed with insurance companies currently licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts (which licensure shall remain in effect during the entire Term of this License) and having a Best's rating of B+ or better, shall be taken out before the License is commenced and be kept in full force and effect throughout the term of the License, shall be primary to and non-contributory to any insurance or self-insurance maintained by the MBTA, and shall require that the MBTA be given at least 30 days advance written notice in the event of any cancellation or materially adverse change in coverage. All such required insurance shall be written on an occurrence basis form, as opposed to a claims made basis form. The MBTA shall be named as an additional insured under the Commercial General Liability, Automobile Liability, Umbrella, Insurance Policies. The Workers' Compensation and Employers' Liability Insurance Policies shall include a waiver of subrogation in favor of the MBTA and the Railroad Companies which precludes these insurers from being able to make any subrogation claims against either the MBTA or the Railroad Companies. All such insurance as is required of the LICENSEE shall be provided by or on behalf of all subcontractors to cover their operations performed. The LICENSEE shall be held responsible for any modifications, deviations or omissions in the compliance with these requirements by the subcontractors. At the inception date of the License and throughout the term of the License, the MBTA shall be provided with certificates of insurance evidencing that such insurance policies are in place and provide coverage as required.

ALL CERTIFICATES OF INSURANCE PERTAINING TO THIS REQUEST (AS WELL AS RENEWAL CERTIFICATES) SHOULD DESCRIBE THE SITE THAT IS COVERED.

4.4 Compliance with Laws

LICENSEE shall comply with, and shall cause all work performed to comply with all Federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances.

LICENSEE shall also be responsible for obtaining any and all Federal, state, and/or local permits and/or approvals necessary to carry out the activities permitted hereunder.

4.5 Non-Exclusive Use

The MBTA makes no representations or warranty, express or implied, that the LICENSEE shall have sole or exclusive use of the Premises under this License for Entry. In the event other agreements, licenses or easements have been or are granted, the LICENSEE shall be

responsible for coordinating its work and activities with that of other licensees and parties in interest. The MBTA shall not be liable for delays, obstructions, or like occurrences affecting the LICENSEE, arising out of the work of the MBTA or other licensees or parties in interest.

LICENSEE's rights herein are granted subject to easements and rights of record and existing leases and licenses.

4.6 No Warranty

LICENSEE accepts the Premises "As Is" and the MBTA makes no warranty, express or implied, as to the condition of the Premises.

4.7 Termination

At the termination of this License For Entry, LICENSEE agrees to restore the Premises promptly to the condition it was in at the commencement of the term hereof, and to remove all of LICENSEE's personal property and debris from the Premises. Should LICENSEE not perform such restoration at the end of the Term, the MBTA may perform any and all necessary restoration at the sole expense of the LICENSEE. Any personal property not so removed shall, at the option of the MBTA, either become the property of the MBTA or be removed by the MBTA and disposed of without any liability in the MBTA for such removal and disposition, all at the sole expense of LICENSEE.

4.8 Assignment

LICENSEE shall not, without the prior written consent of the MBTA, transfer or assign this License for Entry or any part hereof. Such consent may be withheld in the sole discretion of the MBTA. Any assignment made by LICENSEE without the prior written consent of the MBTA shall render this License null, void and of no further force or effect

5. Notices

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof (hereinafter "Notice"), shall be in writing and shall be deemed to have been properly given when deposited in registered or certified United States mail, postage prepaid, return receipt requested, addressed, as described in Section 2.8 or when delivered by messenger or overnight mail service to the correct addressee. Notice shall be deemed received when actually received or when the proffered Notice has been refused by the Addressee. The signature of an employee, servant or agent of the Addressee shall be determinative on the issue of actual receipt.

LICENSEE and the MBTA shall, at any time and from time to time, have the right to specify as their proper addresses for purposes of this License for Entry any other address or addresses giving fifteen (15) days' written notice thereof to the other party.

6. Results

If this License for Entry explicitly allows LICENSEE to conduct certain investigations on MBTA owned land, then LICENSEE agrees to provide to the MBTA, at no cost, a copy of the results of such investigations (including data and analysis) and all other work conducted under this License for Entry in both hard copy form and in a digital format specified by the MBTA regardless of

whether the report was prepared by LICENSEE, its agent, consultant or contractor, or prepared on behalf of the LICENSEE. All results and reports shall be provided to the MBTA within ten (10) days of receipt by LICENSEE. LICENSEE agrees to consult with the MBTA prior to contacting any governmental entity, regarding any information, results of analysis or reports regarding the Premises. LICENSEE shall give the MBTA a copy of any reports or notifications, including but not limited to release notifications, prior to submitting the same to any governmental entity.

7. **Default and Termination**

(a) **Termination for Non-Payment**

In the event that LICENSEE shall neglect or fail to pay the License Fee, Administrative Fee or any other sum herein specified to be paid upon the due date hereunder, LICENSEE shall be in default and the MBTA shall have the right at any time thereafter to terminate this License for Entry by giving LICENSEE two (2) weeks written notice of the MBTA's decision to terminate for non-payment ("Termination Notice"). LICENSEE shall not be entitled to cure any such default by tendering payment after the expiration of the two (2) week grace period which starts upon LICENSEE's, or LICENSEE's servants, agents or employee's receipt of (or refusal to accept) the MBTA's Termination Notice.

(b) **Default of Terms and Conditions**

LICENSEE shall also be in default if LICENSEE:

- (1) fails to perform or observe any of the other covenants or agreements contained in this instrument and on its part to be performed or observed, or
- (2) makes any assignment for the benefit of creditors or files petition for relief under bankruptcy law, or
- (3) has a bankruptcy petition filed against it that is not dismissed within sixty (60) days, or
- (4) has its estate taken by process of law, proceeding in bankruptcy or insolvency or otherwise,

and if such defaults continue after two (2) weeks' written notice given by the MBTA to LICENSEE to cure, the MBTA may terminate this License For Entry by written notice to Licensee and/or deny access to the Premises and expel LICENSEE and those claiming through or under LICENSEE and remove LICENSEE's effects from the Premises without prejudice to any remedies which might otherwise be available for such breach of covenant, and, upon entry as aforesaid, the rights of LICENSEE created by this License For Entry shall terminate. Notwithstanding the preceding, if LICENSEE begins to cure a default as soon as possible within said two week period and thereafter continues to pursue a cure with all due diligence, then the MBTA shall not terminate this License until and unless LICENSEE ceases to pursue a cure with all due diligence and has not in fact cured said default. LICENSEE agrees to pay any expense including reasonable attorneys' fees incurred by the MBTA in enforcing any of LICENSEE's obligations hereunder.

Notwithstanding the preceding, if the default is one that threatens the safety of the public or the ability of the MBTA or a Railroad Company to operate its transportation system, then it shall be considered an Emergency Default and if LICENSEE does not effect an immediate cure, the MBTA may terminate the License upon reasonable notice and use self help at the expense of LICENSEE and LICENSEE shall be responsible for such expenses as well as for a twenty five percent (25%) administrative fee above the expenses.

In the event this License For Entry is terminated pursuant to this Paragraph 7, the MBTA shall retain the License Fee as partial damages, without prejudice to its right to claim additional damages as a result of the breach.

8. Holding Over

If LICENSEE desires to continue the work defined in the Scope of Activity after the termination of this License, the resulting License shall be on a month-to-month basis and may be terminated by either party at any time by providing the other party with thirty (30) days prior written notice of termination. During the Extended Term, the License Fee shall escalate each License Year on the anniversary of the License Fee Commencement Date by adding to the License Fee an amount determined by multiplying the License Fee for the previous License Year by the percentage increase in the Consumer Price Index, ("CPI") during said previous Lease Year, but not less than two and one-half percent (2.5%) increase per year in any event.

9. Work in Harmony

LICENSEE agrees that in any work performed in or about the Premises, it will employ only labor which can work in harmony with all elements of labor being employed by the MBTA or the Railroad Companies.

10. Promotional Material

LICENSEE shall not, without the prior written approval of the MBTA, refer to the MBTA in any promotional matter or material, including, but not limited to advertising, letterheads, bills, invoices and brochures.

11. Nondiscrimination

With respect to its exercise of all rights and privileges herein granted, LICENSEE shall undertake affirmative action as required by Federal and state laws, rules and regulations pertinent to Civil Rights and Equal Opportunity unless otherwise exempted therefrom. LICENSEE agrees that it shall comply with any and all required affirmative action plans submitted pursuant to the directives of any Federal agency and in accordance with applicable Federal Law and applicable state laws, rules and regulations.

LICENSEE shall not discriminate against any person, employee or applicant for employment because of race, color, creed, national origin, age, sex, sexual orientation, disability or Vietnam era veteran status in its activities at the Premises, including without limitation, the hiring and discharging of employees, the provision or use of services and the selection of suppliers, contractors, or subcontractors.

Consistent with the law, LICENSEE shall use reasonable efforts to contact, encourage and utilize minority and female business enterprises in the procurement of materials and service under this License for Entry.

12. Taxes

LICENSEE shall be solely responsible for the payment of any taxes, levies, betterments or assessments, fees or charges, whether in existence on the date hereof or becoming applicable during the Term, which may be assessed against LICENSEE or the MBTA which are directly attributable to LICENSEE'S installations in, or use of, the Premises, or any personal property or fixtures of LICENSEE located thereon (collectively referred to as "Taxes"). LICENSEE shall pay all Taxes directly to the taxing authority before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. Such payments shall constitute an additional License Fee hereunder.

LICENSEE may contest, in good faith for its own account and at its own expense, the validity or amount of any Taxes, provided LICENSEE shall indemnify the MBTA against any resulting loss, cost and expense. LICENSEE shall not permit a lien or encumbrance on the Premises by reason of failure to pay any Taxes.

13. No Third Party Beneficiaries

This License for Entry shall not be construed to create any third party beneficiary rights in favor of any other parties (except the explicit rights granted to the Railroad Companies) or any right or privilege for the benefit of any other parties.

14. Entire Agreement

This License for Entry contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties hereto with respect to the subject matter hereof not embodied herein shall be of any force or effect.

15. Governing Law

This License for Entry shall be construed and interpreted under and pursuant to the laws of the Commonwealth of Massachusetts, and the Massachusetts and Federal conflict of laws provisions shall not be applied if the result is that other than Massachusetts law shall govern.

16. Successors and Assigns

The provisions of this License for Entry shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

17. Limitation On Damages

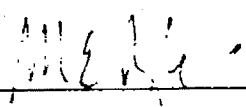
The MBTA shall not be liable to LICENSEE for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits unless specified herein.

18. **No Waiver**

No failure by Licensor to insist upon strict performance of any term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any such term, covenant or condition. The acceptance by Licensor of any amount less than the full amount due to Licensor hereunder shall not be deemed a waiver by Licensor of its right to collect the full amount due. Licensor may deposit checks or drafts that state "final payment", "payment in full" or the like without being deemed to have waived its right to receive all amounts due hereunder. Any waiver by Licensor of any term, covenant or condition hereof shall not be effective unless such waiver is in writing.

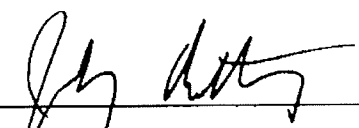
IN WITNESS WHEREOF, the parties hereto have caused this License to be executed this 14
day of March 2012.

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

By: 

Mark E. Boyle
Assistant General Manager for Development

TOWN OF FRANKLIN

By: 

Printed Name: Jeffrey W. King

Title: Town Administrator

EXHIBIT A
PLAN OF PROPERTY

EXHIBIT B

SCOPE OF ACTIVITY

Subject to the terms and conditions in this License for Entry Agreement, the LICENSEE, its agents, employees, contractors, subcontractors, and/or representatives are hereby granted a license to enter upon the Premises for the sole purpose of installing, maintaining, repairing and or replacing one new 16-inch water main (iron ductile) within a 30" steel casing on the Premises.

LICENSEE shall conduct the scope of work in a safe manner and immediately notify the MBTA if any problem occurs which may result in a safety hazard. If any unsafe situation should occur, LICENSEE will correct the situation by eliminating any safety hazard immediately or, if the situation cannot be reasonably cured immediately, then in such longer time as is reasonably required, and in all such unsafe situations, MBTA Railroad Operations Safety Procedures shall be followed.

LICENSEE shall submit a plan and detailed specifications (including the materials to be used) and the proposed methods of performing the work, or any part thereof (the "Plan") to the MBTA. LICENSEE shall not enter the Premises until the Plan has been approved by the MBTA. Such approval may be withheld in the MBTA's sole discretion. The Scope of Activity for said construction, installation, maintenance, operation and/or replacement will be more fully defined in the approved Plan, which approved Plan will automatically be incorporated herein by reference and made part of this License for Entry. The LICENSEE shall also provide the MBTA with a detailed schedule of times when LICENSEE, its employees, contractors, subcontractors, or agents would like to be on the Premises to undertake the Scope of Activity (the "Access Plan"). The MBTA shall have full power to make a final determination of when LICENSEE may be on the Premises as it is necessary to coordinate the work of all those desiring or having the right to access the Premises.

Unless entry is made pursuant to an Access Plan approved by both the MBTA, LICENSEE agrees to give, **each time it desires entry**, at least five(5) days' prior written notification to the MBTA (except in cases of emergency when notice shall be given to the MBTA as quickly as possible) of its need to access the Premises for all work to be performed under this License For Entry by contacting Ed Tavernier currently at 617-222-6176 and James Merrill at 617-222-3614. LICENSEE understands that the more notice given to the MBTA the more likely it will be that LICENSEE can gain access at the times requested. **LICENSEE shall present evidence of the required insurance coverage before each entry. In the case of an emergency, LICENSEE shall as soon as possible contact MBTA Control Center 617-222-5278.**

No activities permitted herein may be performed by LICENSEE except as approved in writing by the MBTA; and no method of testing, installation or construction shall be used by LICENSEE except with prior written approvals or written approvals received in the field from the MBTA's representatives at the time the work is performed.

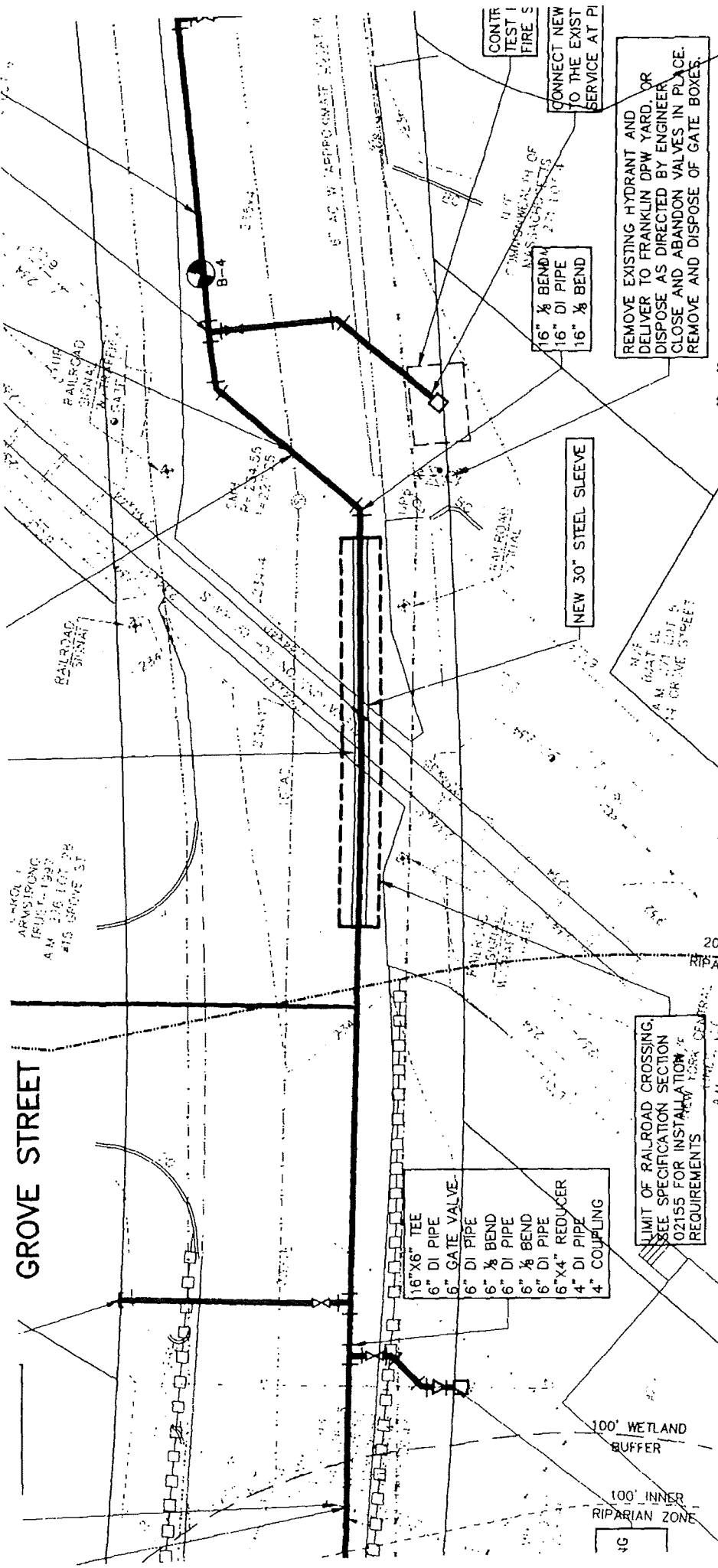
If at any time during the work of installation or connection, the MBTA should, in its sole and absolute discretion, deem flagmen, watchmen, communications/signaling personnel, electric traction personnel, inspectors assigned to construction crews, and/or other measures, including but not limited to train re-routing, desirable or necessary to protect its operations, its property or its employees or other persons on or near the Premises, the MBTA shall upon notice to LICENSEE (where such notice is feasible) have the right to place such personnel, including personnel of the MBTA's agents or to take such measures,

at the sole cost and expense of LICENSEE. Such cost and expense shall include the current wages and fringe benefits due and owing to such personnel in and for the performance of such measures. LICENSEE hereby covenants and agrees to bear the full cost and expense thereof and to reimburse the MBTA within thirty (30) days of receiving an itemized, written invoice for such reimbursement. The MBTA's failure to furnish such personnel or take such measures shall not relieve LICENSEE of any obligation or liability it might otherwise have assumed, and shall not give rise to any liability to LICENSEE on the part of the MBTA . Upon being notified that the personnel or measures referred to in the first sentence of this Paragraph have been deemed desirable or necessary by the MBTA , LICENSEE shall not commence or continue construction or repair measures, as the case may be, unless and until such personnel or measures are in place.

If LICENSEE shall deem any requirement for flagging or the like by the MBTA or one of their agents for supervision of the activity hereunder as unreasonable, LICENSEE shall nevertheless pay for such flagging and the like, but may take exception in writing thereto as an unreasonable requirement in each instance. The parties agree to review such exceptions at the times of billings for such services and attempt to adjust them as the MBTA may deem appropriate. This reimbursement is in addition to the License Fee and Administrative Fee required hereunder.

LICENSEE shall comply with all applicable MBTA Railroad Operations Directorate requirements including, but not limited to, those entitled: "I - Guidelines and Procedures for Construction on MBTA Railroad and Transit Properties" dated May 1994, "II - Maintenance and Protection of Railroad Traffic" dated May 1994, "III - Insurance Specifications " dated May 1994 and MBTA Special Instructions dated April, 2003. To the extent that there is an irreconcilable conflict between the aforementioned requirements and this License For Entry, the terms and conditions contained in the MBTA Railroad Operations Directorate Procedures shall control unless the requirements in this License for Entry are more strict.

GROVE STREET



16" X 6" TEE
 6" DI PIPE
 6" GATE VALVE
 6" DI PIPE
 6" X 6" BEND
 6" DI PIPE
 6" X 6" BEND
 6" DI PIPE
 6" X 4" REDUCER
 4" DI PIPE
 4" COUPLING

LIMIT OF RAILROAD CROSSING,
 SEE SPECIFICATION SECTION
 102155 FOR INSTALLATION
 REQUIREMENTS

NEW 30" STEEL SLEEVE

16" X 6" BEND
 16" DI PIPE
 16" X 6" BEND

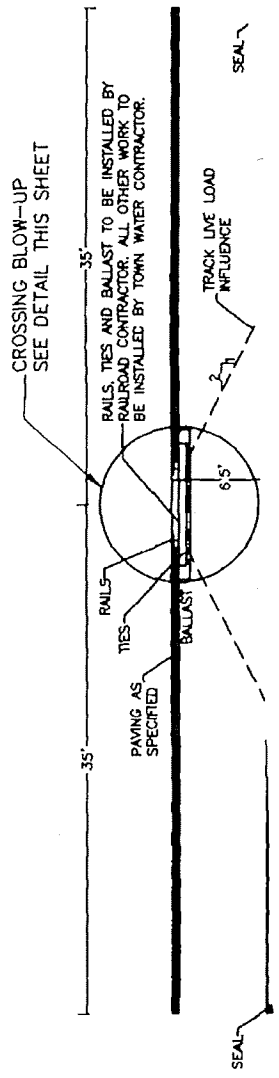
CONTR
 TEST I
 FIRE S

CONNECT NEW
 TO THE EXIST
 SERVICE AT PI

REMOVE EXISTING HYDRANT AND
 DELIVER TO FRANKLIN DPW YARD, OR
 DISPOSE AS DIRECTED BY ENGINEER.
 CLOSE AND ABANDON VALVES IN PLACE.
 REMOVE AND DISPOSE OF GATE BOXES.

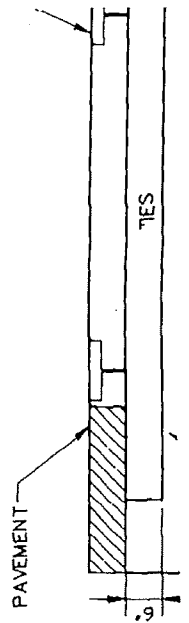
PLAN "B"

1" = 20'



CROSSING BLOW-UP
 SEE DETAIL THIS SHEET

RAILS, TIES AND BALLAST TO BE INSTALLED BY
 RAILROAD CONTRACTOR. ALL OTHER WORK TO
 BE INSTALLED BY TOWN WATER CONTRACTOR.



PAVEMENT

TIES

SEAL

SEAL

ARMSTRONG
 1500
 415 GROVE ST
 415 GROVE ST

100' WETLAND
 BUFFER

100' INNER
 RIPARIAN ZONE

16



Town of Franklin
355 East Central Street
Franklin, MA 02038

CHECK NO.

304169

Vendor
Number
9052

Check
Date
03/22/2012

53-447
113

VOID 60 DAYS FROM DATE OF WARRANT

\$928.26

Pay Nine Hundred Twenty Eight dollars and 26 cents *****

To The
Order Of

MASSACHUSETTS BAY TRANSPORTATION AU
PATRICIA BARRETT, LICENSE ADM.
10 PARK PLAZA, ROOM 5750
BOSTON, MA 02116-0000

Treasurer

MP

ROCKLAND TRUST
MASSACHUSETTS

⑈ 304169⑈ ⑆ 011304478⑆ 2470001328⑈

No Attachment

From:  Kevin Killion <KKillion@greyco.com> 6/24/2015 12:16:55 PM 
Subject: Agreement with the MBTA
To:  Dianne Blanchard

Hi Diane.

Per our phone conversation, I am Kevin Killion from the Massachusetts Realty Group, the designated real estate representative for the MBTA. We replaced the old tenant managers, Transit Realty Associates (TRA), as of 8/1/14. We have been reviewing all tenant agreements and came across this one with the Town of Franklin (attached). A water main was installed on MBTA property on Grove Street in Franklin and was originally paid for with check #304169 in the amount of \$928.26 in March of 2012. But there have been no payments for this since, most likely because it looks like the billing was initially set up incorrectly so no invoices were ever issued. Per the holdover clause in the agreement, after the end of the original term, 2/26/12 – 2/25/13, the license will be month to month and the fee escalates by the original fee \$928.26 X CPI (or minimum 2.5%). Assuming the water main is still in place we will update the billing in our system and would need to collect for the past couple years of missed fees. Please take some time to review and get back to me as soon as you can.

Thank you,

Kevin Killion
Accounts Receivable Lead
Greystone Management Solutions
20 Park Plaza, Suite 1120
Boston, MA. 02116
617-316-1667
kkillion@greyco.com
www.greyco.com

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TOWN OF FRANKLIN

RESOLUTION NO.: 15-47

APPROPRIATION: Other Post Employment Trust Fund

AMOUNT REQUESTED: \$ 1,875,334.64 (plus accrued interest)

PURPOSE: To transfer funds from Other Post-Employment Benefits Stabilization Fund to the Other Post-Employment Benefits Stabilization Trust Fund.

MOTION

Be It Moved and Voted by the Town Council to transfer One Million Eight Hundred and Seventy-five Thousand Three Hundred and Thirty-four dollars and Sixty-four cents (\$1,875,334.64), plus any accrued interest, from Other Post-Employment Benefits Stabilization Fund to the Other Post-Employment Benefits Trust Fund.

DATED: _____, 2015

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

A True Record Attest:

ABSTAIN _____

ABSENT _____

Deborah L. Pellegri
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council

FRANKLIN PLANNING & COMMUNITY DEVELOPMENT

355 EAST CENTRAL STREET, ROOM 120

FRANKLIN, MA 02038-1352

TELEPHONE: 508-520-4907

FAX: 508-520-4906

MEMORANDUM

TO: JEFFREY D. NUTTING, TOWN ADMINISTRATOR
FROM: BRYAN W. TABERNER, AICP, DIRECTOR
RE: PROPOSED ZONING MAP CHANGES - ZONING BYLAW AMENDMENT 15-750
CC: BETH WIERLING, TOWN PLANNER
DATE: JUNE 24, 2015

At a Zoning Workshop on March 25, 2015 Franklin Town Council requested Town staff prepare a zoning bylaw amendment that would allow multifamily housing in an area on or near Dean Avenue currently zoned for industrial uses. This industrially zoned area includes six parcels totaling 26.122+/- acres.

The Department of Planning and Community Development (DPCD) developed Zoning Bylaw Amendment 15-750, which if approved by Town Council would change the 6 parcels from the Industrial Zoning District to the General Residential V Zoning District. Multifamily housing may be allowed in the General Residential V Zoning District if the property owner/developer is awarded a use Special Permit by the Planning Board.

Attached for Town Council review and consideration is the draft zoning bylaw amendment and diagrams showing the current and proposed zoning districts. DPCD requests Town Council refer Zoning Bylaw Amendment 15-750 to Franklin Planning Board for a public hearing.

SPONSOR: *Town Administration*

**TOWN OF FRANKLIN
ZONING BY-LAW AMENDMENT 15-750**

**ZONING MAP CHANGES FROM INDUSTRIAL TO GENERAL RESIDENTIAL V
DISTRICT IN AN AREA ON OR NEAR DEAN AVE.**

Changes to § 185-5 Zoning Map

**A ZONING BY-LAW AMENDMENT TO THE CODE OF THE
TOWN OF FRANKLIN AT CHAPTER 185 SECTION 5, ZONING MAP**

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:

The Code of the Town of Franklin is hereby amended by making the following amendments to §185-5, Zoning Map:

The Zoning Map of the Town of Franklin be amended by changing from Industrial to General Residential V an area containing 26.122 ± acres, comprising the following parcels of land as shown on the Town of Franklin's Assessor's Maps:

<u>Parcel Number</u>	
268-145-000	279-151-000
268-146-000	279-152-000
279-150-000	279-174-000

The area to be rezoned is shown on the attached zoning map (“Zoning Map – Dean Ave. Area”).

The foregoing Zoning By-law amendment shall take effect in accordance with the Franklin Home Rule Charter and Massachusetts General Law Chapter 40A, Section 5.

DATED: _____, 2015

VOTED:
UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

ABSTAIN _____

Deborah L. Pellegrini
Town Clerk

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council

INDUSTRIAL to GENERAL RESIDENTIAL V ZONING MAP – DEAN AVE. AREA

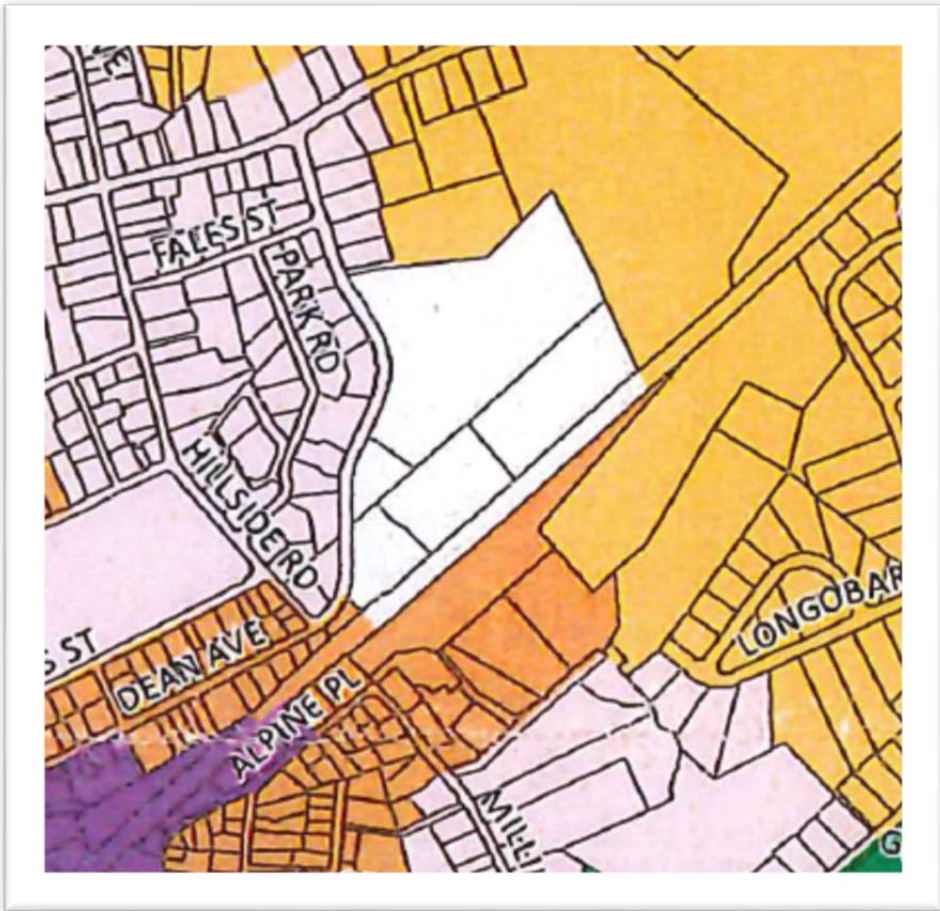




Diagram A



Diagram B

-  = Industrial (Current)
-  = General Residential V (Proposed)



**TOWN OF FRANKLIN
BYLAW AMENDMENT 15-748
CHAPTER 128, PEDDLING AND SOLICITING**

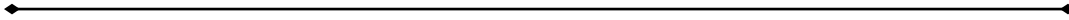
A BYLAW TO AMEND THE CODE OF THE TOWN OF FRANKLIN AT CHAPTER 128.

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL that Chapter 128-5 of the Code of the Town of Franklin is amended as follows:

§128-5. Hours.

~~The hours of operation~~Commercial solicitations shall be limited to the period between 9:00 a.m. and ~~8:00 p.m.~~the earlier of 7:00 p.m. or one-half hour prior to sunset.

This bylaw amendment shall become effective upon passage in accordance with the provisions of the Franklin Home Rule Charter.



DATED: _____, 2015

A True Record Attest:

**Deborah L. Pellegrini
Town Clerk**

VOTED:

UNANIMOUS _____
YES _____ **NO** _____

ABSTAIN _____
ABSENT _____

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

Memo

To: Town Council
From: Jeffrey Nutting
Date: June 3, 2015
Re: Change to Door to Door Soliciting Bylaw

Please find attached a proposed amendment to the current bylaw concerning door to door solicitation. The current bylaw allows solicitation from 9 am to 8 pm for profit organizations. This proposal would change the evening hours to 7 pm or ½ hour prior to sunset, whichever is earlier. This means the activity would only be allowed during daylight.

Please call with any questions.

MEMORANDUM

TO: Franklin Town Council

FROM: Mark G. Cerel, Town Attorney

RE: Regulation of Residential Soliciting

DATE: July 25, 2011

Chapter 128 of the Franklin Town Code "Peddling and Soliciting" applies to "every solicitor, door-to-door salesperson, hawker and peddler", except if there is a conflict with the state or federal constitution, Section 128-1. The bylaw requires that each person register with the Town and obtain a permit from the Chief of Police "prior to engaging in any solicitation or sales activity", Section 128-2. In 2002, the United States Supreme Court decided the case of Watchtower Bible & Tract Society of NY v. Village of Stratton; the Court held that a bylaw such as Franklin's which required prior registration with the municipality as a pre-condition to soliciting had a chilling effect on the exercise of First Amendment-protected free speech and was therefore unconstitutional as applied to an advocacy group. Since this decision activates the above-referenced exception contained in Section 128-1 of the bylaw, Franklin's bylaw no longer applies to a person engaged solely in political or religious advocacy or discourse. (At this time and subject to further judicial intervention, the bylaw does apply to an advocacy group's fundraising activity.)

The partial invalidity of the Town's bylaw, does not mean that residents are required to subject themselves to unwanted solicitation in their homes. They still have a legal right to refuse any such overtures and to request that the solicitor leave their property. If the solicitor refuses to do so, the resident should contact the police: a person who remains on private property once a property owner has informed him/her that he/she is not welcome and should leave, becomes a trespasser. Property owners can preemptively provide this notice by posting their property with a "no solicitation" sign. It goes without saying that a resident also has a right to demand proper identification from any visitor. Prudence also dictates keeping outside doors locked and not opening them to unidentified visitors.

If you have any questions, I am happy to address them.

MGC:ce

cc: Jeffrey D. Nutting, Town Administrator
Stephen Williams, Police Chief



**TOWN OF FRANKLIN
BY-LAW AMENDMENT 15-749**

AMENDMENT TO SEWER SYSTEM MAP

**A BY-LAW TO AMEND THE CODE OF THE TOWN OF
FRANKLIN, CHAPTER 139, ENTITLED SEWERS, AS FOLLOWS:**

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:

Chapter 139-14 of the Code of the Town of Franklin entitled Sewer System Map, Exhibit A (map) be amended by adding the following extension as an eligible location:

§139-14. Sewer System Map

Exhibit A:

14 Crocker Avenue

This By-Law amendment shall become effective in accordance with the provisions of the 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**



TOWN OF FRANKLIN

DEPARTMENT OF PUBLIC WORKS

Franklin Municipal Building

257 Fisher Street

Franklin, MA 02038-3026

May 20, 2015

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

Re: #14 Crocker Ave
Sewer Extension Permit Application

Dear Jeff:

We have received an application for a Sewer System Extension Permit to allow a sewer connection from the subject property to the existing sewer system. The Public Health Director has indicated that the property is not able to pass a Title 5 percolation test for a new system due to soil conditions, presence of solid ledge, and a very small lot size.

The applicant is proposing to connect the existing single family structure at 14 Crocker Ave to the existing sewer system located approximately 150 feet away on Summer St. The proposed sewer extension will consist of a low pressure sewer service from the property at 14 Crocker Ave to a proposed sewer manhole located in Summer St.

We believe that the proposal provides a significant public benefit. If the Council decides to approve the extension, we recommend the following conditions be attached to the approval:

1. The applicant will need to file all required permits and pay the respective fees prior to construction, and the installation shall be in accordance with DPW standards.
2. The proposed low pressure sewer line will remain a service line and its maintenance along its entire length will remain the responsibility of the property owner.
3. The applicant shall construct the proposed sewer service line and pave the resulting trench with 2.5" of hot mix asphalt prior to the roadway construction to be completed on Crocker Ave by the Town. The applicant shall pay the Town \$2600 which will be used by the DPW to repave the affected area of Summer St from edge to edge which is currently outside the limits of the Town's proposed work on Crocker Ave.

Sincerely,


Michael Maglio, PE
Town Engineer


Robert A. Cantoreggi
Director of Public Works

APPLICATION FOR SEWER EXTENSION PERMIT

Location of Extension (attach map indicating route/location of proposed extension):

Tax Map # 297 Parcel/Lot # 009, 000, 000,
Street(s): 14 Crocker Avenue

Owner's Name: Kathleen M. Harland Telephone: 508-922-4610 (Kristin Spillane-daughter)
Owner's Address: 14 Crocker Avenue
Franklin, MA. 02038

Engineer's Name: Guerriere & Halnon, Inc. Telephone: 508-528-3221
Engineer's Address: 55 West Central Street
Franklin, MA 02038

Description of Extension:

Extension of a Forced Main Sewer line with an ejector pump located within the basement.
Currently served by a private failing septic system

Residential Extension to Serve: # of New Homes: none # of Existing Homes: 1
 Commercial / Industrial Flow: _____

Criteria For Approval (use to explain below why this proposed extension is appropriate):

1. Was the sewer extension shown on a Definitive Plan approved by the Planning Board prior to October 21, 1998?
2. Does proposed extension eliminate system overflows or other conditions which pose a public health threat?
3. Does the proposed extension improve the capacity of an existing overloaded sewer line?
4. Does the proposed extension eliminate the need for a pump station serving existing residential development?
5. Is the proposed extension required for the installation of a community sewerage treatment plant to serve existing residential development?
6. Will the proposed extension, in the opinion of the Town Council, involving making a substantial improvement to public utility infrastructure or otherwise conferring a significant public benefit, provided that the proposed extension by itself shall not be deemed to satisfy this criteria?
7. The Town Council may, upon a showing by the property owner of hardship, financial or otherwise, approve an extension to the map for an existing single building lot, upon which a single-family residential structure is or could otherwise be legally constructed, which directly abuts a lot which was serviced by an existing gravity sewer main as of the date of original adoption of this bylaw, and which does not satisfy any of the criteria listed in above. Said extension shall be granted for the minimum linear distance necessary to provide the requested service. In approving the extension, the Council may either require extension of the existing main or permit connection by a service line and may impose other conditions to protect, maintain, or improve the public infrastructure.

Owner's explanation for satisfying approval criteria:

The proposed extension eliminates system overflows which pose a public health threat.

Kathleen M. Harland

Owner's Signature

Date: May 8, 2015

[Signature]

Owner's Engineer's Signature

Date: MAY 11 2015

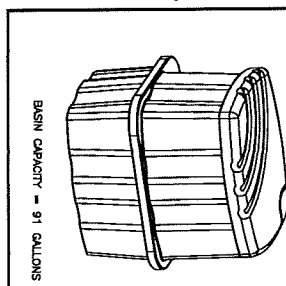
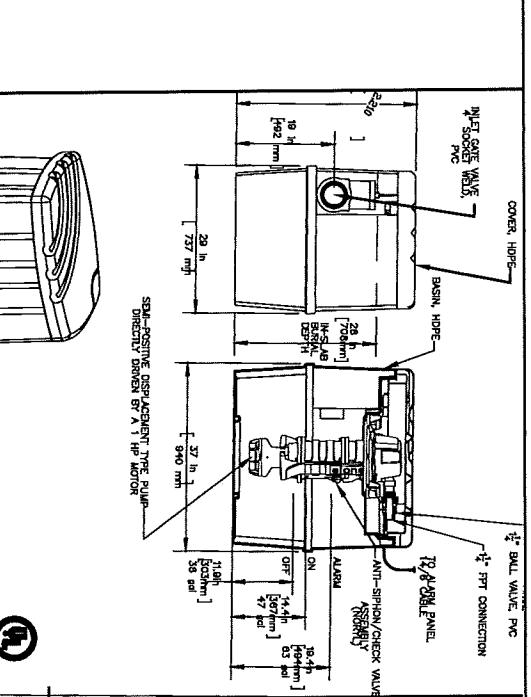
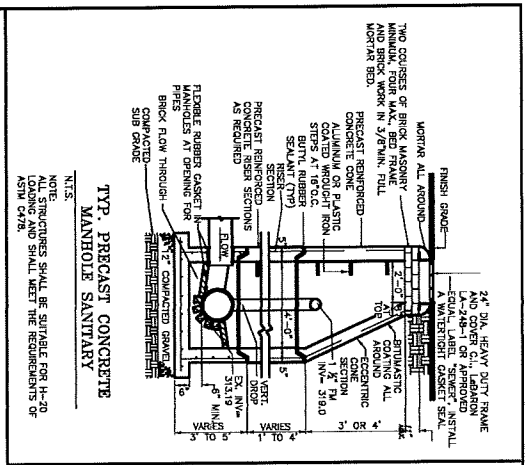
APPLICATION FOR SEWER EXTENSION PERMIT – Page Two

Department	Signature		Comments
	Recommends Approval	Recommends Disapproval	
Department of Public Works			<input type="checkbox"/> Extension is indicated as an “eligible” extension on the Sewer System Map of: <input type="checkbox"/> 10/21/98 <input type="checkbox"/> Amended __/__/____. <input type="checkbox"/> Also requires state sewer extension permit
Conservation Commission			
Board of Health			
Community Planning			
Treasurer-Collector			<input type="checkbox"/> No outstanding fees, taxes or fines
Town Administrator			

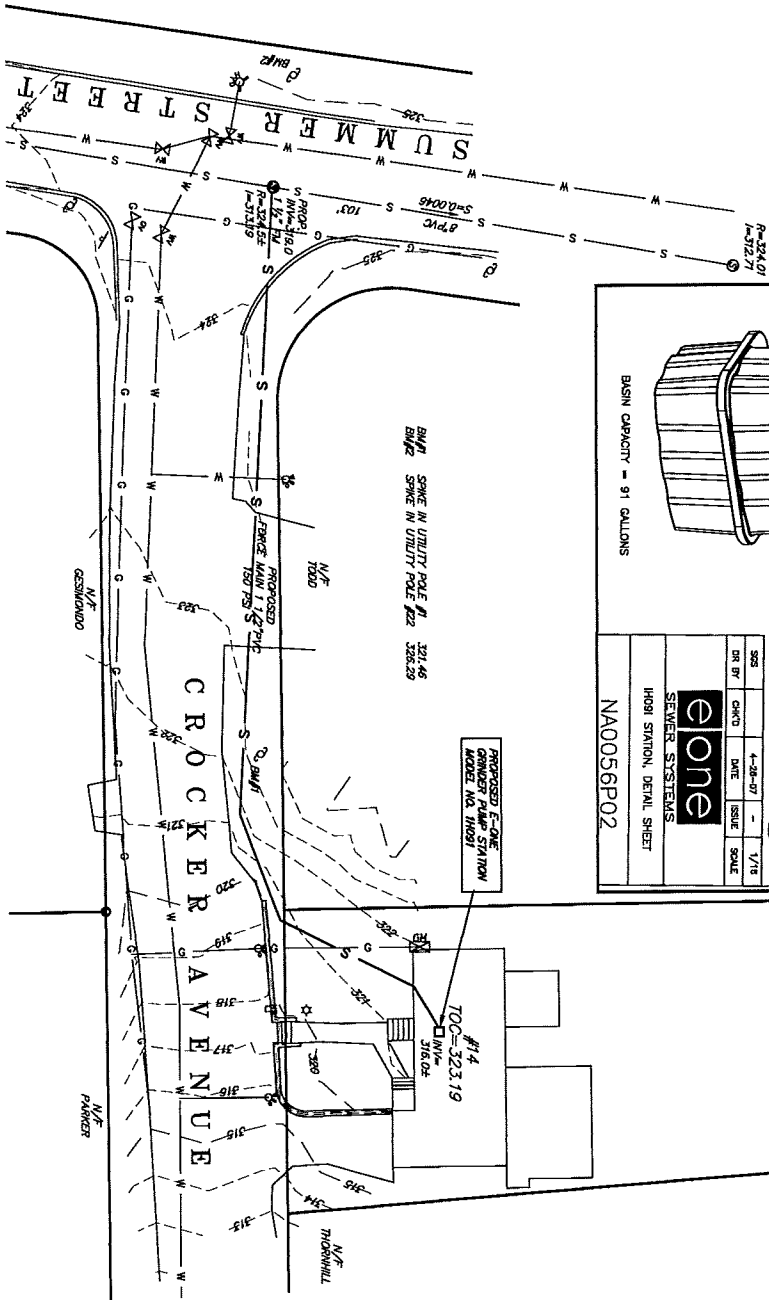
Approval Date: ____/____/____

Sewer Extension Permit #: _____

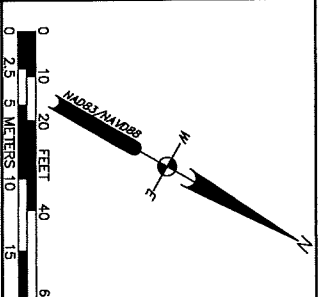
Conditions, If Any: _____



SSS	4-26-07	-	1/16
DR BY	CHKD	DATE	ISSUE
eone			
SEWER SYSTEMS			
HOB1 STATION, DETAIL SHEET			
NA0056P02			



UTILITIES ARE PLOTTED AS A COMPILATION OF RECORD DOCUMENTS, MARKINGS AND OTHER OBSERVED EVIDENCE TO BE USED AS A GUIDE FOR THE PROPOSED WORK. THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DETERMINED BY RECORD DOCUMENTS OR OBSERVED PHYSICAL EVIDENCE. CONTRACTORS SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES BEFORE EXCAVATING AND DRILLING AND CALL DISSAFE AT (888)DJG-SAFE7233.



JOB NO. **F3900**

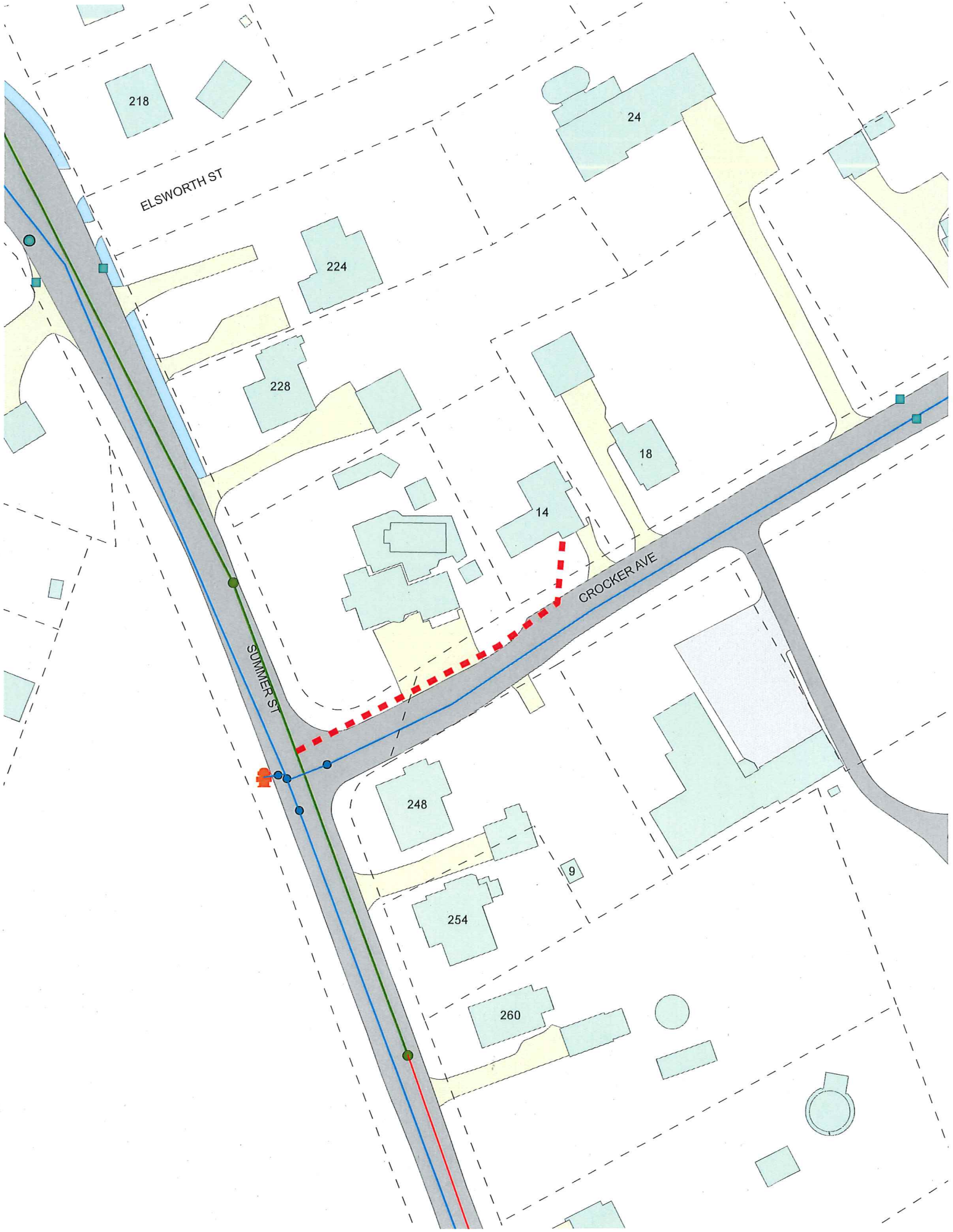
DATE	REVISIONS

Guerriere & Halnon, Inc.
 Engineering & Land Surveying
 55 WEST CENTRAL STREET
 FRANKLIN, MA 02038
 Ph. (508) 528-3221
 Fx. (508) 528-7921
 www.guerriereandhalnon.com

PROPOSED SEWER EXTENSION / CONNECTION / 14 CROCKER AVENUE FRANKLIN MASSACHUSETTS

DATE: MAY 4, 2015
 SCALE: 1"=20'
 SHEET: 1 OF 1
 JOB NO. F3900

CONSTRUCTION ON THIS LAND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, RESERVATIONS, OR OTHER LIMITATIONS WHICH MAY BE REVEALED BY AN EXAMINATION OF THE TITLE.



EXECUTIVE SESSION

MATERIALS

OFFICE OF THE TOWN ADMINISTRATOR



MEMORANDUM

DATE: July 3, 2015
TO: Town Council
FROM: Jeffrey D. Nutting, Town Administrator *JN*
RE: Status of Collective Bargaining for Police, Police Sergeant's and Library Staff

I would like to update the Council of the status of the collective bargaining for these three unions.

The Human Resource Director is on vacation this week but will have information for the Council at the next meeting.

cc: Stephanie Lutz, Human Resource Director