

FRANKLIN TOWN COUNCIL

Agenda & Meeting Packet

June 5, 2024

Meeting will be held at the **Municipal Building**

2nd floor, Council Chambers

355 East Central Street

7:00 PM

A NOTE TO RESIDENTS: All citizens are welcome to attend public meetings in person. To **view the live meeting remotely**, citizens are encouraged to watch the live stream on the [Franklin Town Hall TV YouTube channel](#) or the live broadcast on Comcast Channel 9 and Verizon Channel 29. Meetings are also archived by Franklin TV on the [Franklin Town Hall TV YouTube channel](#) and shown on repeat on Comcast Channel 9 and Verizon Channel 29 for those who miss the live meeting.

To **listen to the meeting remotely** citizens may call-in using this number: 1-929-205-6099. This will not permit participation in the meeting.

To **participate in the meeting remotely** citizens are able to join a [Zoom Webinar](#) using the information provided below.

- Zoom Webinar ID # 896 3032 0089
- Zoom Webinar Link [HERE](https://us02web.zoom.us/j/89630320089) (<https://us02web.zoom.us/j/89630320089>)
- **Any participants who wish to speak** during the webinar must enter their **full name and email address** when joining the webinar.
- All participants will be automatically muted upon joining the webinar. In order to speak, participants - who have entered full name and email address - will need to select the "Raise Hand" function to request to be unmuted.
- All speakers will be required to state their full name and street address before commenting.

1. ANNOUNCEMENTS FROM THE CHAIR

- a. *This meeting is being recorded by Franklin TV and shown on Comcast channel 9 and Verizon Channel 29. This meeting may be recorded by others.*
- b. *Chair to identify members participating remotely.*
- c. *Upcoming Town Sponsored Community Events*

2. CITIZEN COMMENTS

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

3. APPROVAL OF MINUTES

- a. [April 10, 2024](#)
- b. [April 24, 2024](#)
- c. [May 1, 2024](#)

4. PROCLAMATIONS / RECOGNITIONS

- a. Proclamation & Performance: Electric Youth

5. **APPOINTMENTS** - *None Scheduled*

6. **PUBLIC HEARINGS - 7:00 PM**

- a. [Resolution 24-36: Verizon New England Inc. Cable License Renewal](#)
 - i. Legislation for Action # 9a
- b. [Zoning Bylaw Amendment 24-905: Zoning Map Changes From Single Family Residential III To Business, An Area On Or Near King Street](#)
 - i. Legislation for Action # 9b

7. **LICENSE TRANSACTIONS**

- a. [Farmer-Winery Farmers Market License - La Cantina Winery](#)
- b. [Farmer-Winery Farmers Market License - Blisspoint LLC d/b/a Blisspoint Meadery](#)
- c. [License Modification -Change of Hours: L. Truax King Street Cafe, Inc. d/b/a King Street Cafe, Located at 390 King St., Franklin, MA 02038](#)

8. **PRESENTATIONS / DISCUSSION** - *None Scheduled*

9. **LEGISLATION FOR ACTION**

- a. [Resolution 24-36: Verizon New England Inc. Cable License Renewal](#)
(Motion to Approve Resolution 24-36 - Majority Vote)
- b. [Zoning Bylaw Amendment 24-905: Zoning Map Changes From Single Family Residential III To Business, An Area On Or Near King Street - First Reading](#)
(Motion to Move Zoning Bylaw Amendment 24-905 to a Second Reading - Majority Vote)
- c. [Resolution 24-16: Franklin Town Council Support for Proposed GL Chapter 40B Affordable Housing Project at 444 East Central Street Pursuant to DHCD's Local Initiative Program \(LIP\): Friendly 40B](#)
(Motion to Approve Resolution 24-16 - Majority Vote)
- d. [Zoning Bylaw Amendment 24-906: Changes to §185-3. Definitions, Mixed Use Development Definition - Referral to the Planning Board](#)
(Motion to Refer Zoning Bylaw Amendment 24-906 to the Planning Board - Majority Vote)
- e. [Zoning Bylaw Amendment 24-907: Changes to §185-21 Parking, Loading and Driveway Requirements, Elimination of Minimum Parking Requirements in Downtown Commercial Zoning District - Referral to the Planning Board](#)
(Motion to Refer Zoning Bylaw Amendment 24-907 to the Planning Board - Majority Vote)
- f. [Zoning Bylaw Amendment 24-908: §185 Attachment 7. Part VI, Addition of Mixed Use Development to Use Regulation Schedule - Referral to the Planning Board](#)
(Motion to Refer Zoning Bylaw Amendment 24-908 to the Planning Board - Majority Vote)
- g. [Zoning Bylaw Amendment 24-913: Zoning Map Changes from Business to Commercial I, an Area on Union Street Near Franklin Crossing - Referral to the Planning Board](#)
(Motion to refer Bylaw Amendment 24-913 to the Planning Board - Majority Vote)
- h. [Bylaw Amendment 24-909: Chapter 139, Sewers \(Grease Traps\) - First Reading](#)
(Motion to Move Bylaw Amendment 24-909 to a Second Reading - Majority Vote)
- i. [Resolution 24-37: Authorization to Extend Lease with Cellco Partnership d/b/a Verizon Wireless for Wireless Communications Facility on Upper Union Street Water Tank](#)
(Motion to Approve Resolution 24-37 - Majority Vote)
- j. [Resolution 24-38: Acceptance of Gifts - Veterans' Service Department \(\\$762\), Senior Center \(\\$745\)](#)
(Motion to Approve Resolution 24-38 - Majority Vote)
- k. [Resolution 24-39: Cable Funds in Support of PEG Service and Programming per MGL Ch. 44, §53F3/4](#)
(Motion to Approve Resolution 24-39 - Majority Vote)

10. TOWN ADMINISTRATOR'S REPORT

- a. Emergency Shelter Update

11. SUBCOMMITTEE & AD HOC COMMITTEE REPORTS

- a. Capital Budget Subcommittee
- b. Economic Development Subcommittee
- c. Budget Subcommittee
- d. Master Plan Committee
- e. Davis-Thayer Reuse Advisory Committee
- f. Police Station Building Committee
- g. GATRA Advisory Board

12. FUTURE AGENDA ITEMS

13. COUNCILOR COMMENTS

14. EXECUTIVE SESSION - *None Scheduled*

15. ADJOURN

Note: Two-Thirds Vote: requires 6 votes

Majority Vote: requires majority of members present and voting

**FRANKLIN TOWN COUNCIL
MINUTES OF MEETING
April 10, 2024**

A meeting of the Town Council was held on Wednesday, April 10, 2024, at the Municipal Building, 2nd Floor, Council Chambers, 355 East Central Street, Franklin, MA. Councilors present: Brian Chandler, Theodore Cormier-Leger, Robert Dellorco, Cobi Frongillo (via Zoom), Melanie Hamblen, Glenn Jones, Thomas Mercer, Deborah Pellegrini, Patrick Sheridan. Councilors absent: None. Administrative personnel in attendance: Jamie Hellen, Town Administrator; Amy Frigulietti, Deputy Town Administrator; Mark Cerel, Town Attorney.

CALL TO ORDER: ► Chair Mercer called the meeting to order at 7:00 PM. Chair Mercer called for a moment of silence. All recited the Pledge of Allegiance.

ANNOUNCEMENTS: ► Chair Mercer reviewed the following as posted on the agenda. A Note to Residents: All citizens are welcome to attend public meetings in person. To view the live meeting remotely, citizens are encouraged to watch the live stream on the Franklin Town Hall TV YouTube channel or the live broadcast on Comcast channel 9 and Verizon channel 29. Meetings are also archived by Franklin TV on the Franklin Town Hall TV YouTube channel and shown on repeat on Comcast channel 9 and Verizon channel 29 for those who miss the live meeting. To participate in the meeting remotely, citizens are able to join a Zoom webinar using the information provided. Any participants who wish to speak during the webinar must enter their full name and email address when joining the webinar. All participants will be automatically muted upon joining the webinar. In order to speak, participants, who have entered full name and email address, will need to select the “raise hand” function to request to be unmuted. All speakers will be required to state their full name and street address before commenting. ► He announced that Councilor Frongillo will be participating remotely via Zoom. ► He announced upcoming Town-sponsored community events. He said Town Council office hours will be held on April 18 from 8:30 AM to 9:30 AM at the Senior Center. He said the next Town Council meeting will be a joint meeting with the School Committee. It will take place at the Franklin High School auditorium on April 24 at 7 PM.

CITIZEN COMMENTS: ► Mr. Mark Minnichelli, 31 Longfellow Drive, said he would like address the position of the sustainability coordinator that was in the current budget that was perhaps pulled out. He said he understands they are in a difficult budget situation this year and fully funding the schools. He said he believes the sustainability coordinator will more than pay for itself in the ability to bring grants in to our town. He said he is not equipped to show data for that, but maybe he and other citizens can pull data from other towns to show proof that the position will be able to sustain itself. ► Mr. Paul Sharpe, 6 Carpenter Drive, said he wanted to reiterate that there was \$350,000 taken away from the School Department in 2011 because of a 1 percent raise and \$525 was taken away the year after for the raise. He said town administrators have talked consistently about shortfalls in the budget side of the School Department. He said he has seen the current budget situation repeat itself. He discussed that sayings such as “we are all in this together” and “One Franklin” seem to arise when the School Committee acts in their own self-interests and votes on those self-interests and emotions rather than financial realities and fiduciary responsibility. He discussed all the years that this budget situation has been identified by town administrators, but the School Committee just goes full steam ahead. He said the School Committee operates in a bubble. He noted that they gave out pay increases over and above what was affordable and financially responsible. He said other municipal departments could not do this. He said since 2008, the School Department has lost a total of 28 percent of the student population which is one-third of their enrollment. He reviewed the cost per student which would equate to \$1.7 million. He noted a school building was closed. He said redistricting has been talked about but not done. He said no organization would lose business by one-third, 30 percent, yet require significant increase to its operating budget. He discussed the increase in residents’ tax bills including CPA and increase in sewer rates. ► Chair Mercer said Mr. Sharpe was over his three minutes and asked him to finish his thought. ► Mr. Sharpe said water rates are increasing. ► Chair Mercer said he cannot allow Mr. Sharpe to

continue. ► Ms. Maureen Sullivan, owner/resident of 871 King Street and 553 Wahington Street, asked the Town Council to not keep ignoring the issues at that corner which are deadly. She said they are allowing a building to be taken down to put in 400 more trucks than there today. She said they should get serious. She said the trucks are backing into her driveway that the Town allowed. She asked the Town Council to take care of this situation. She discussed the additional potholes on the street since UPS moved in. She said the trucks are not supposed to come out of Grove Street onto Washington Street; they are supposed to go Rt. 140. She asked the Town Council to follow their own rules. ► Mr. Dave Callaghan, 30 Plain Street, and Mr. Dave McNeill, 85 Cross Street, discussed the financial challenges ahead. Mr. Callaghan discussed that Franklin is grappling with a \$10.1 million shortfall, and the School Department will need a \$9.3 million increase in FY25 with \$7.3 million to maintain current service levels and additional \$2.1 million to stabilize and partially restore from cuts that were made last year. He discussed funding methods. He said that the cost to educate students has risen far beyond what a 2.5 percent increase can accommodate. He said the School Committee voted to approve the FY25 school budget of \$81,319,261. He said they are asking for the Town Council's support to fully fund this budget including initiating an operational override for the community to vote on as a ballot question. He said they recognize the economic impact on the community, but there are consequences of inaction which he reviewed. He discussed the benefits of funding the School Committee's budget.

APPROVAL OF MINUTES: ► *March 13, 2024.* ► **MOTION to Approve** the March 13, 2024 meeting minutes by **Dellorco.** **SECOND** by **Hamblen.** **No discussion.** ► **ROLL CALL VOTE: Chandler-YES; Cormier-Leger-YES; Dellorco-YES; Frongillo-YES; Jones-YES; Hamblen-YES; Mercer-YES; Pellegri-YES; Sheridan-YES.** ► **VOTE: Yes-9, No-0, Absent-0.**

PROCLAMATIONS/RECOGNITIONS: None.

APPOINTMENTS: ► *Design Review Commission - Priya Natarjan.* ► Councilor Jones read the appointment. ► **MOTION** to ratify the appointment by the Town Administrator of Priya Natarjan to serve as an Associate Member of the Design Review Commission, with a term to expire on June 30, 2024, by **Jones.** **SECOND** by **Dellorco.** **Discussion:** ► Mr. Hellen thanked Ms. Natarjan for stepping up and volunteering. ► Councilor Jones said thank you for taking on this role. ► **ROLL CALL VOTE: Chandler-YES; Cormier-Leger-YES; Dellorco-YES; Frongillo-YES; Jones-YES; Hamblen-YES; Mercer-YES; Pellegri-YES; Sheridan-YES.** ► **VOTE: Yes-9, No-0, Absent-0.**

PUBLIC HEARINGS - 7:00 PM: ► *License Modification - Change of Officers & Change of Stock Interest of a Section 15 Retail Package Store License: Table & Vine, Inc. Located at 348 East Central St., Franklin, MA 02038 (License Transaction #7a).* ► *Chair Mercer declared the public hearing open.* ► Mr. Michael Gold (via Zoom) on behalf of Table & Vine and Big Y Foods provided a summary. He said they are required to obtain approval when there is a transfer of stock interest in Big Y. He reviewed that in 2020 they were before the Town Council for trust transactions. He explained that there has been more estate planning by the shareholders. He said the ABCC provided a letter approving the transactions subject to the Town's approval as well. He discussed the transfer of shares and the family members involved; this is all for estate planning. He said there are a few other changes to the officers and directors; he reviewed the names of the new officers and directors. He said there is a lot of documentation. ► Mr. Hellen said that this is just shareholders changing and the corporate board issue; it is an administrative item. ► *Chair Mercer declared the public hearing closed.*

LICENSE TRANSACTIONS: ► *License Modification - Change of Officers & Change of Stock Interest of a Section 15 Retail Package Store License: Table & Vine, Inc. Located at 348 East Central St., Franklin, MA 02038.* ► Councilor Jones read the license transaction. ► **MOTION** to **Approve** the License Modification - Change of Officers & Change of Stock Interest of a Section 15 Retail Package Store License: Table & Vine, Inc. Located at 348 East Central St., Franklin, MA 02038 by **Jones.** **SECOND** by **Dellorco.** **No discussion.** ► **ROLL CALL VOTE: Chandler-YES; Cormier-Leger-YES; Dellorco-YES;**

Frongillo-YES; Jones-YES; Hamblen-YES; Mercer-YES; Pellegrini-YES; Sheridan-YES. ► VOTE: Yes-9, No-0, Absent-0.

PUBLIC HEARINGS - 7:00 PM (continued): ► *New Section 15 All Alcoholic Beverages Package Store License and Approval of Michael Gannon as the Manager - Shikshapatri Corporation d/b/a Dacey's Market & Deli, Located at 353 Lincoln St., Franklin, MA 02038 (License Transaction #7b).* ► *Chair Mercer declared the public hearing open.* ► Mr. Hellen said this was a home rule petition that was put through you guys through the legislature a couple of years ago. He said there may be some confusion over this being a new license; it is not. It is just being transferred which is allowed under the law, but we have a confirming email from the ABCC executive director that we have to title it as a new license because it is a home rule transfer. He said this is something they are not used to. He said that on the restaurant licenses, they have an unlimited quota, so we never have to do these. He said he cannot explain why it is called a new license; it is just the way the ABCC makes it. ► Attorney John Mooradian of Demakis Law Offices accompanied by Ravi Patel and Michael Gannon addressed the Town Council. Mr. Mooradian reviewed the process of the purchase of Dacey's Market. He said there will be no change to the store footprint. He said it will remain Dacey's Market. He said Mr. Patel owns a few stores with liquor licenses and Mr. Gannon will be the manager of record and is TIPS certified. He said they are seeking two motions: approval of the new license and approval of the pledge of the license inventory to Rockland Trust Company. ► Mr. Krupal Contractor said he and his family own the Lincoln Street Market at 455 Lincoln Street. He said he and his father came in October when there was an initial hearing for this liquor license. He said they told the Town Council that this place was never running well. He said the owner said at the meeting that everyone is buying ready-to-drink cocktails, and he wanted to stay in competition, so he needed a liquor license. Mr. Krupal said the license was approved, and it has not even been one year, and they have come back to sell the business. He said everyone knows the price of a liquor license in Massachusetts starts at \$200,000. So, we are clearly looking here that the owner's intention was not to sell the ready-to-drink alcohol. He literally just got the liquor license not even for one year and sold it to make a lot of money. He said there are multiple beer and wine stores in town. He explained that others can come and ask for a liquor license because Dacey's Market got approved, and then they can sell their license and make a lot of money. He said he would like the Town Council to deny this as a way of saying this practice is not good for the town. ► Mr. Cerel said increase competition is not grounds to deny a license. He said you folks make a determination when we petitioned the legislature that there was a public need at this location for an all-alcohol license; so, the only issue before you tonight is the suitability of the transfer. ► Mr. Jack Patel of Union Street Wines & Liquors, 317 Union Street, stated he agreed with Mr. Contractor. He said when this license was issued, he understood it was a non-transferrable license, which is why the ABCC is using this different language so it can be a new license. He requested the Town Council reconsider this transfer and see the loophole they are trying to use. ► Attorney Mooradian stated the reason for this meeting. He said this license is not transferrable to any other location in town. ► Mr. Matthew Porter, attorney for Liquor World located in Franklin, said the issue with tonight's application is the manner in which it has been brought forth. He said Mr. Hellen stated that this is essentially an ABCC issue, and this should be treated as a transfer and not a new license. He said he takes some exception to the way Mr. Hellen presented that. He said the reason that this needs to be brought forth as a new license is because when the home rule petition was approved for this location, it was approved in a manner that stated that the license cannot be transferred, and so as a result of that, it does trigger the fact that this now should be and needs to be considered a new license. He said at the prior hearing, the Town did find a public need, but before that hearing was an applicant stating that he did not want to operate as a full liquor store, he simply needed this all-alcohol license in order to sell High Noons and products of that nature in order to continue to operate the deli. Mr. Porter said his question for the applicant and for the Town Council is what is this new applicant's plan for the store. Is the plan to still operate as a deli with alcohol as an ancillary item, or is it going to be one month down the road, the deli is gone and this turns into a full-blown liquor store and now you have something that in his opinion there is not a public need in the town for because there is a package store .5 miles away, and Franklin is already over quota for liquor licenses. He said the Town needs to take a closer examination. ► Mr. Kyle Vieira, 40 Turnpike Street, Easton, said he was at the previous hearing. He said what Mr. Contractor said earlier is 100 percent accurate. This license was

represented that his deli clients needed a High Noon or hard beverage that was not able to be sold under their beer and wine license which is the backdrop that the Town Council found there to be a public need. He discussed the selling of the business after the license was obtained. He said this does not seem to be above board as to what was put in front of the Town Council at the previous meeting. He asked that the Town Council deny this or at least table the item to take a closer look at it. ► Mr. Hellen stated that Item B in the legislation says the licensing authority shall not approve the transfer of the license granted pursuant to the section at any other location which he believes Attorney John Mooradian of Demakis Law Offices spoke to, but it may grant the license to a new applicant which is the case tonight. He said the home rule allows the transfer of this license at that location. ► Mr. Cerel said he was specifically instructed how to proceed from the ABCC. ► Councilor Cormier-Leger asked if the transaction has been completed. ► Mr. Mooradian said the goal is that it is going to remain a deli and not going to be a full-blown liquor store. He said they are not looking to change the use. He said the transaction/purchase is contingent upon this approval and then the ABCC's review and approval. ► Councilor Chandler explained this license can only be transferred within this location. He asked about DeVita's Market. ► Mr. Mooradian said the applicant's wife is purchasing DeVita's. ► Councilor Chandler said one family will own two liquor licenses in Franklin. ► Mr. Cerel said it is not legally relevant. ► Councilor Hamblen asked what other stores the applicant owns. ► Mr. Mooradian reviewed the locations of the other stores. ► Mr. Hellen explained that he believes that anybody else that is aggrieved could possibly appeal to the ABCC, but that is outside of the jurisdiction. ► Mr. Cerel said the Town Council can impose reasonable conditions on the license transfer such as that it continues to be used as a mixed use with a convenience store and deli as part of the alcohol license. ► Councilor Jones said he thinks everyone is looking for some certainty that this is going to continue to be a deli which he asked the applicant. ► Mr. Mooradian said yes, and they would agree to that condition. ► Councilor Frongillo said it seems like we are arriving at a good option. He asked what grounds can be used for rejection. ► Mr. Cerel explained the general standard is public need and suitability of the applicant. He noted that the applicant has agreed to the stated condition. ► Ms. Denise Holt, 26 Cooks Farm Road, asked for clarification that it will be a deli first and alcohol second. She asked for the difference between a deli and convenience store. ► Chair Mercer said they can make that as part of the license. ► **Chair Mercer declared the public hearing closed.**

LICENSE TRANSACTIONS (continued): ► ***New Section 15 All Alcoholic Beverages Package Store License and Approval of Michael Gannon as the Manager - Shikshapatri Corporation d/b/a Dacey's Market & Deli, Located at 353 Lincoln St., Franklin, MA 02038.*** ► Councilor Jones read the license transaction. ► **MOTION to Approve** the New Section 15 All Alcoholic Beverages Package Store License and Approval of Michael Gannon as the Manager - Shikshapatri Corporation d/b/a Dacey's Market & Deli, Located at 353 Lincoln St., Franklin, MA 02038 by **Jones. SECOND** by **Dellorco. Discussion:** ► Councilor Frongillo confirmed there would be an amendment to the motion. ► **MOTION to Amend the Motion** for the New Section 15 All Alcoholic Beverages Package Store License and Approval of Michael Gannon as the Manager - Shikshapatri Corporation d/b/a Dacey's Market & Deli, Located at 353 Lincoln St., Franklin, MA 02038, to indicate that it continue the present operations as the convenience store and delicatessen in the same manner in which they have been operating, by **Sheridan. SECOND** by **Dellorco. Discussion:** ► Councilor Chander asked what is the process if they break this. ► Mr. Cerel said there are options to enforce; there is a range. ► Councilor Pellegrini asked if we should be mentioning that this is under the home rule. ► Mr. Cerel said the ABCC application identifies that, but they can identify chapter 346 of the Legislative Acts of 2022. ► Chair Mercer said they would have to withdraw this amendment. ► **Councilor Sheridan** said he **Withdraws** this amendment. **SECOND** by **Dellorco.** ► **MOTION to Amend the Motion** for the New Section 15 All Alcoholic Beverages Package Store License and Approval of Michael Gannon as the Manager - Shikshapatri Corporation d/b/a Dacey's Market & Deli, Located at 353 Lincoln St., Franklin, MA 02038, to indicate Chapter 346 of the Acts of 2022, and that the license is conditioned upon continuation of the current operations as the convenience store and delicatessen in the same manner in which they have been operating, by **Sheridan. SECOND** by **Hamblen. Discussion:** ► Councilor Cormier-Leger said he feels a little duped, and this is not an ethical thing brought before us. He said we look stupid by saying okay, just go ahead and sell it and make a huge profit because the Town gave you this special license and we believed that you wanted to sell these ready-made drinks. He said he does not support this. ► **ROLL CALL VOTE**

(on the amendment): Chandler-YES; Cormier-Leger-NO; Dellorco-YES; Frongillo-YES; Jones-YES; Hamblen-YES; Mercer-YES; Pellegrini-YES; Sheridan-YES. ► VOTE: Yes-8, No-1, Absent-0. ► ROLL CALL VOTE (for the original motion on the license transaction as amended): Chandler-YES; Cormier-Leger-NO; Dellorco-YES; Frongillo-YES; Jones-YES; Hamblen-YES; Mercer-YES; Pellegrini-YES; Sheridan-YES. ► VOTE: Yes-8, No-1, Absent-0.

PRESENTATIONS/DISCUSSIONS: ► Franklin Town Council Support for Proposed GL Chapter 40B Affordable Housing Project at 444 East Central Street Pursuant to DHCD's Local Initiative Program (LIP): Friendly 40B. ► Mr. Hellen discussed the application for the Friendly 40B under the Local Initiative Program (LIP) through the state of Massachusetts to try to encourage the creation of affordable housing. He discussed that the Town does Friendly 40Bs because the town is already over its 10 percent 40B percentage so hostile 40Bs cannot actually take place in Franklin. This gives the Town additional leverage to work with the proponent. He said there is legislation for Action on this. He noted Conservation Agent Breeka Li, Director of Planning and Community Development Bryan Taberner, and Building Commissioner Gus Brown are in attendance. He noted that the Town's Friendly 40B process is provided in the meeting packet. He said the Planning Board unanimously endorsed this project. He said the Conservation Commission has provided a preliminary endorsement of the project. He said there are many reasons the boards support the project. He said the project proponent has listened to those boards and incorporated a lot of the comments of the boards, Town staff, and residents. ► Mr. Edward Cannon, attorney on behalf of the proponent Tag Central, LLC, and Mr. A. J. Alevizos of TAG Central, LLC addressed the Town Council. Mr. Alevizos discussed how they have collaborated and coordinated with various Town Departments through public meetings and correspondence. He said they made many changes to the plans from their comments. He said this redevelopment project is truly a win-win for the town and the applicant. He reviewed members of the team and said many have direct local experience. He introduced Mr. Brian O'Connor, architect of Cube 3; Mr. Chris Frattaroli, wetlands scientist of Goddard Consulting; Allen & Major Associates, civil and landscape architects, represented by Carlton Quinn (via Zoom); and Vanasse & Associates, traffic engineer, represented by Jeffrey Dirk (via Zoom). He said Tag Central LLC is the applicant affiliated with the Alevizos Group which is a family real estate development investment and management office. He said they have been active in Franklin for a long time. He explained the project and that it is a Friendly 40B. He said it will be 264 units with 25 percent affordable, which is 66 units. He said as this is a rental property; all 264 units will count toward the town's subsidized housing inventory (SHI) number. He reviewed the one-, two-, and three-bedroom mix. He said the parking is 357 spaces which is a 1.35 parking ratio. ► Mr. Cannon narrated a slideshow presentation. He said the current site is the Stobbarts Nurseries. He said the location is walkable to many locations and approximately one mile away from the MBTA. He showed an aerial of the site. He said it is approximately 15 acres. He said there is a stream that bisects the site. He said most of the site has been disturbed over the years. He said there are a lot of invasive species and Tag Central will remove the invasive species. He said as it is a deep site, the buildings will be located further away from East Central Street. He showed photographs of existing conditions. He said they will clean it up to protect the wetland resource and beautify that area. ► Mr. O'Connor continued with the presentation. He showed a view of the proposed buildings, parking, garages, clubhouse, pool and amenity area, and fire access, and reviewed a walkthrough of the site. He reviewed the propose circulation for vehicles. He showed and reviewed the conceptual building elevations with three- and four-story buildings. He noted the proposed color of the buildings and noted they are proposed lighter than shown on the building elevations slide. He showed and reviewed representative completed projects. He said they spent time thinking about shielding the buildings and the exposure of the buildings from the street. He explained the distance from the street. He said the buildings on the east side are approximately 430 ft. set back from East Central Street. He said the four-story buildings are not near any homes, so they happen to be closer to the property lines but are set back over 415 ft. behind a series of commercial buildings. He said they are making sure the vegetated buffer is maintained. He reviewed the site plan improvements incorporated in collaboration with the Town as listed on a slide. Among the items on the list, he said they reduced the building height of the building closest to the neighborhood there by 25 percent, so they took one floor off the entire building. He said they worked closely with the fire department on the access and road coordination. ► Mr. Frattaroli discussed the conservation related project initiatives as listed

on a slide. He said they received a unanimous letter of support from the Conservation Commission. He reviewed some of the environmental and conservation issues with the project. ► Mr. Cannon summarized the public benefits of the projects as outlined on a slide. ► Mr. Alevizos provided a redevelopment summary and the benefits of this friendly 40B. ► Town Council members asked questions and made comments.

► Councilor Cormier-Leger discussed affordable housing is different than low-income housing. He said the need is not for more expensive housing. He said the town already has an enormous inventory of housing. He said he was not elected to help developers. He said he was elected to help the people who already live here. He said people do not want this; there are traffic and environmental concerns. He said it is difficult to lend his support to this. He said he does not think this is fair to the people who live next door, and he is concerned about the traffic implications. He said the added tax revenue is attractive. ► Councilor Chandler said Councilor Cormier-Leger's comments were well said. He noted the approximate number of school-aged children at 50. He said that is over \$1 million for the schools for this; so, the generated revenue of approximately \$600,000 per year leaves the town already \$400,000 in the hole. He noted the one-way in and out. He discussed the affordable part is \$27,000 per year and questioned how people would be able to save money with 80 percent of their salary for rent. ► Councilor Pellegrini said that the previous councilor members' comments were exactly what she is feeling. She said the seller of the property should be here at the meeting. She said you can say 50 for student enrollment, but it is always more. She confirmed that 25 percent would be affordable units. She said she received many texts and calls about this and not one was in favor. She said Town Council members have to listen to the residents. ► Councilor Dellorco said he agreed with the previous councilor members' comments. He discussed the cost of these affordable units. He said \$2,300 is too much. He asked about a traffic study. He said it probably said it was good; he knows the traffic is already heavy in that area. He said he is against this project. ► Councilor Jones said he avoids driving down East Central Street due to the traffic. He said they are at capacity with the roadway. He said these units are not actually affordable. He read aloud from a letter from Mr. Gino Carlucci discussing the setback of the proposed clubhouse. He discussed the projected 50 students and said that if there is a bedroom, children can be put in it. He explained that the town is in a fiscal crisis with the schools. He discussed that some projects can get started and then not be completed due to the economy and the possibility of a recession. ► Councilor Hamblen discussed that the proponents went through all the boards. She noted that the property owner has a right to sell his property. She said more housing means lower costs. She said this is an important project for Franklin. She said she wants Franklin to stay above the 10 percent subsidized housing. She said this is a perfect space for this and within walking distance of amenities. She said there is no detrimental effect to property values around such a development that is well-taken care of. She said all of the Town boards have recommended this. She said \$650,000 will help stabilize the budget. She asked if we want to be an open or closed community. ► Councilor Sheridan said he supports this project. He said to look at what it looks like now and what it could look like; this project will improve that land. He said we need tax revenue for the schools. ► Conservation Agent Breeka Li Goodlander talked about the site as degraded riverfront area. She said this area can be improved by a project like this. She said the town's local bylaw protects the isolated wetlands and the applicant has agreed to replicate at a 2:1 ratio. She said the Conservation Commission wrote a letter of support for this project with conditions. ► Councilor Frongillo said he had to rewrite his comments because the conversation did not go as expected from his colleagues. He said he is disheartened. He said there is an opportunity to work with a local developer, and he thought this would be time to work with them. He asked why are we pushing them out. He said they are willing to work with us on a need that we have for affordability to live in Franklin and new revenue for the services we like to enjoy. He said that they will hear from any neighbors about concerns, but for the few neighbors who are there to speak against the project, who is not there is the hundreds of people who are Franklin residents who can no longer afford to live in Franklin. He said he hears from seniors that they can no longer afford to live in Franklin. He said the town needs all ranges of affordable housing. He said this is affordable housing and is way more affordable than current rent. He said there are a lot of talking points that are outdated such as student enrollment. He said the price per student is an additive price. He said 50 new students will likely have no new impact or the hiring of just one new teacher. He said tax revenue is a serious concern. He said he thought they were going to talk about ways to improve this project. He said if the town is entirely ruled by people not wanting change, then we only exacerbate the affordability issues, the budget issues, and economic issues in Franklin. He said

he appreciates the local developer to work with every board. He said he is frustrated with his colleagues who do not want to start the conversation. ► Chair Mercer said he has many concerns about the project, most importantly and singly about the traffic. He said outside of that, he has no concerns; he loves the project. He discussed the budget deficit. He noted Proposition 2 ½ and new growth. He said there have been five new single-family houses built in Franklin in the last three years. He asked where are they going to get the new growth. He discussed the Town purchased 200 acres of open space in Franklin. He said if this project was on another street in town, there would be 50 other residents sitting here and asking us not to approve it for similar reasons. He explained that as councilors, they have to look at what is in the best interest of 34,000 people, not 75 that come to a Town Council meeting to speak against a particular project. ► Mr. Hellen talked about the affordability issue. He discussed the not-in-my-backyard (NIMBY) issue. He said they are in a frozen standstill on the housing issue in Massachusetts. He discussed housing values have increased and the lack of inventory. He said if not this project, which one; if not in Franklin, where. He said this is an opportunity with a developer for 67 deeded affordable housing units. He said we can work with the developer on traffic. He said this state is becoming the Manhattan of New England; you are either rich or poor. He discussed the cost of rent and said that rent will continue to go up if we do nothing. He noted the articles that he provided in the meeting packet.

Citizen/Audience Members: ► Mr. Gene Grella, 36 Red Gate Lane and abutter to the property, said a thoughtful project would have brought in the neighbors. He said that the property was once residential/commercial and it was changed to commercial because former Town Administrator Jeffrey Nutting said that if not changed, anyone could put a 40B over there. He asked about the wetlands and said something should already have been done about it. He said there is public well #9 on the back of the property; normally the Town protects that. He said currently there are no large projects on top of a well. He said who is going to police that well #9 is protected going forward. He said the town administrator should be working to represent the people in the Town of Franklin on these projects. He noted that there is another 40B project on Grove Street. He said that at this location, there are many issues including traffic. ► Ms. Jane Callaway-Tripp, 607 Maple Street, said there are condos in front of the Planning Board that will be going up about one block from this project which will add to the traffic. She asked how many of the apartments built in Franklin are still vacant. She said there are places to live, but nobody can afford them. She said bringing in more apartments is not going to make it affordable. She said that maybe Franklin grew so fast that we cannot handle what we have for population. She discussed the traffic going from one end of town to the other. She said this project is not okay and neither are 90 percent of the other projects we have had. There are places to live, but people cannot afford them. She referenced Councilor Frongillo's statement about cost per student and said according to the School Committee, it is \$17,000 per child. She discussed that the Town will be asking for an override because it is cited as \$17,000 per student, and said then how can you say that adding new students from this project will not cost \$17,000 per student. She said this town is drowning because we are trying to be so politically correct and appease everything that we have lost sight of what is important which is the residents, and the residents are the ones who pay the bills and vote. Without the residents, there is no town. The Town Council was elected to represent the people, and it is about time that they do. She discussed that she has five people in her home as it is so expensive. She discussed the taxes and fees that are going up in Franklin. She said we are the people you need to be concerned about. She said she is tired of hearing about bike paths and walking as everyone wants to get everywhere quickly and that requires a car. ► Mr. John Trombert, 63 Jordan Road, said there are many streets around town that will be affected by traffic. He noted the environmental concerns. He said the developer is requesting waivers on stormwater bylaws and asked why. He asked about the well on the property. ► Ms. Susan Rappa, 40 Red Gate Lane, noted the traffic on Rt. 140. She said it is too big of a development for the area. She said the developer said they worked with neighbors. She said they did not work with any neighbors; she asked who they are saying they worked with. She said this will take months and years to complete. She asked about the ledge and blasting that would be needed. She said Franklin is over the 10 percent for affordable housing so the Town Council and ZBA do not need to recommend this project. She showed a picture of her backyard and her property line. She read aloud from a posting from the property owner on their public business webpage who is selling the property. He states that he does not think they need more 40Bs either. He said that the Town asked the developer to build more 40Bs.

She asked if some Town staff are working on a deal with the developer to push this 40B through. She noted that 18 waivers need to be approved to even make this happen. She asked if this could be a behind-the-scenes deal; she hopes not. ► Mr. Hellen said there is absolutely no back-door deal or however Ms. Rappa characterized that. He explained the process that a developer goes through. He said he thinks these types of comments are what makes this almost like a reality TV show where it becomes about drama and accusations that are not true at all. He said whatever was on the Facebook post or whatever Ms. Rappa just said is flatly false. ► Ms. Renee Love, 39 Red Gate Lane, said this will be in her backyard. She discussed that as abutters, they are also long-term town residents. She noted the town administrator's letter in the meeting packet indicates that the proponent is aware of the concerns of the neighboring residents and has worked to address them. She said any concessions by the developer have been made at the request of Town boards such as the Planning Board; she said there was no input directly from the residents in her neighborhood including direct abutters. She said the proposed development is another massive apartment complex in town. She said the town has already met and exceeded the 40B affordable housing requirement. The Town has a choice in this matter. She noted the 18 waiver requests. She said the development is close to well #9 for drinking water. She said that the hundreds of automobiles that will be parked close to the well should be of concern. She noted the massive increase in traffic congestion. She noted the many other apartments and developments that have been built and that the impact of those developments has not even been realized yet. She discussed the ledge that will need to be considered when building. She said approving a zoning change to lessen the likelihood of future 40Bs down the road is shortsighted. She said they need to work toward long-term solutions. She asked the Town Council to not approve the zoning change requested and that the Town boards do not waive the bylaws that were enacted to protect the community. ► Mr. Mark Bernasconi, 32 Cook's Farm Road, asked about carbon mitigation and if natural gas will be used. He asked about solar generation on roof or garage tops. He said traffic is a number one issue. He asked if this will be done all at once or a phased rollout. He said he agreed with Councilor Frongillo about the student costs. He asked what about permeable/impermeable surfaces and if they will minimize that. ► Mr. Cooper Winston, 23 Village Way, asked if the number of units was reduced as the building height in one building was reduced. He asked about the number of parking spaces. He said he would like to get the math clarified on this. He discussed the traffic study that is needed. He said one more rainstorm and Jordan Road will be impassable. He said the developer should pay the stormwater utility fee that they asked for a waiver on; he said the residents all have to pay it. ► Mr. Mark Minnichelli, 31 Longfellow Drive, asked for the relevance of tonight's vote in the process. He said he was originally going to fully support the project. He said he is about more affordable housing in Franklin. He said he agrees with Councilor Frongillo that the perfect should not get in the way of the good. He discussed affordability. He said he had comments for the developers. He said he expressed concerns about pedestrian and bicycle friendliness of the location. He said it not a bicycle friendly location. He said he would like the developer to take more interest in the abutters' concerns. He would have liked the developers to respond to his previous comments at other meetings. He noted the need for traffic studies and does not think that timing the lights is the solution. He said he does not know what tonight's vote binds us to. ► Ms. Dianne Bernasconi, 32 Cook's Farm Road, said Cook's Farm is not senior living; it is regular living. She asked with the amount of people moving into this development, in addition to another teacher or another bus driver, will we need more police, fire, and public workers and what will that cost. She asked about the water table with all these other people in a large development in a small area. She asked if we can have impact fees to the developer for the expenses occurred in the town because of the development. ► Chair Mercer said we have enough water; the water ban is put on by the state and is mandated. ► Mr. Stephen Malloy, 19 Russett Hill Road, said this project seems like a poor use of what it could be. He noted it is a friendly 40B since the town is over the limit and asked how many units is the town over. ► Director of Planning and Community Development Bryan Taberner said the town is at 10.4 percent which may be about 100-150 units. ► Mr. Malloy said there could be better use of the space. He noted traffic and schools. He said this is not the town he moved into. He said there is so much building going on and traffic congestion. He said he and a lot of people do not like this. ► Mr. Marty O'Brion Jr., 1 Red Gate Lane, expressed his deep concern about the proposed project strain on Town resources, increased traffic, and environmental concerns. He reviewed how he and his wife chose to move to Franklin. He discussed a lack of supply in single-family housing. He said Franklin is doing a disservice to encourage this type of housing. ► Mr. Max Morrongiello, 127 Central Park

Terrace, said he has access to affordable housing. He noted concerns about traffic and said the traffic study said there would be approximately a 7.9 percent increase in traffic. He said the developer was considering working on the Rt. 140 and King Street intersection and what that would look like. He said Councilor Jones mentioned a letter by Mr. Gino Carlucci; he said Mr. Carlucci supports the project as a whole. He noted democracy is great and people showing up. He said as policy makers, they have to listen to all the stakeholders including the ones who are not here. He said there are 400 people going to live in this place and are looking for homes. The Town Council should look at these future voters. He said what happens if this is not approved and what will it be used for. ► Mr. Hellen said if you look up and down Central Street, you can get an idea of what can go there. He said it is all C1; any other commercial development could go there. He referenced the intersection and one of the positives of working with this developer. He said this is a tens of millions of dollars intersection at King Street and the same thing with Chestnut Street and Pleasant Street, and it requires eminent domain land taking. He said Mr. Alevizos talked with us conceptually about this. He said such projects take many years; it is on our radar. He said in the long term, we are looking at getting a GATRA style bus, public transit system, along the Rt. 140 route. He said the developer understands the concept and said the developer had open ears. ► Mr. Stephen Huston, 10 Wampanoag Drive, explained that Jordan Road is unsafe for biking. He said he would be more likely to support a 2 ½ override if this sort of project did not come up. ► Councilor Dellorco said he agreed. ► Ms. Meaghan Benson, 19 Winthrop Drive (via Zoom), said there was a lack of affordability and housing in Massachusetts. She said the elephant in the room is that the State in Franklin is housing migrants and not U.S. citizens and residents of Franklin while the town has many of their own looking for housing including veterans and elderly. She asked what is the process for these new arrivals at the hotel who are receiving permanent housing. She asked if these folks will be jumping in line ahead of our residents who have been on housing waitlists for years. She said it seems like we are exacerbating the housing problem in the state by adding more people to the state who need housing. She said Franklin residents want to make sure the same thing will not be happening in our town. She said she asked Representative Roy these questions and has not heard back. ► Mr. Hellen said Ms. Benson's question cannot be answered. He said he has zero role in the state's emergency shelter situation. He said he did not know details. He said that no Franklin taxpayer money has been spent on this issue. He said all of the questions and details cannot be answered at the local level; this is all run by the state. He said people should take the myths and rumors and park those cars as he does not hear any rumors that Ms. Benson is talking about. ► Mr. Pat Gallagher, 2 Cohasset Way, said he wanted to register his support for the project and continue the conversation. He said we are in a crisis situation for housing availability. He said other people should have the ability to live in this town. He said we should focus on the good of these projects. ► Chair Mercer recounted that when he grew up there were 6,000 to 7,000 residents. ► Ms. Chris Mucciarone noted the traffic issues. She said if the project goes through, could it be on a smaller scale and give some of the space back to open space and make it feasible for other people to use the area back there. ► Chair Mercer said he has heard a lot of concerns from residents, and he is concerned about taking a vote on this tonight. He said part of it is that he is disappointed that he heard that the TAG group did not spend enough time with residents. He asked to kick this back to the staff to work with the developer and some of the residents to see what they can do to address some of the concerns brought up this evening. ► Mr. Hellen said sure. He said there were a lot of questions, and he is happy to set up a time with the team and the residents to see what the concerns are and even walk the site with them including the building commissioner and water superintendent. He said he would like to educate the folks on the water table and more. He said he had thought there were residents at the board meetings bringing their concerns forward. ► Chair Mercer said it sounds like that did not happen. He said maybe for the people along Red Gate there could be something done to put in a bigger buffer. He confirmed that the Town Council members are okay in doing this. ► Mr. Alevizos said he would be happy to continue this and working outside of here to address some of the concerns. ► Chair Mercer said it would give the residents, if this were to pass, to have an opportunity before the vote is taken. ► Councilor Frongillo said he supports conversation. He said the traffic is a number one issue, and the project is made for vehicles. ► Councilor Jones said that the town owns the land immediately behind there, and the question is about building secondary paths for pedestrian traffic. ► Mr. Hellen explained the well area and what land the town owns back there. ► Chair Mercer said the residents will be notified about any meetings. ► Mr. Hellen explained the abutter notification process, and it is done when

legally required. He said they try to do the best they can with notifying residents. He said he is sorry some people were not notified up front. He said they will have a neighborhood meeting. ► Audience member said there is paperwork provided by the developers that says they spoke to and worked with the neighbors. She asked who were these neighbors spoken to. ► Mr. Hellen said he thought people showed up at the Planning Board; he said it was his impression. He said they just committed to an abutter meeting. ► Mr. Cannon said they followed the relatively new process of the Town for a LIP. He said maybe they can review that and use this as a learning opportunity to update that process. He said they appreciate the Town Council's efforts on this.

Chair mercer called a two-minute recess.

LEGISLATION FOR ACTION:

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

a. ***Resolution 24-16: Franklin Town Council Support for Proposed GL Chapter 40B Affordable Housing Project at 444 East Central Street Pursuant to DHCD's Local Initiative Program (LIP): Friendly 40B (Motion to Approve Resolution 24-16 - Majority Vote).*** ► Item not taken.

b. ***Resolution 24-17: Local Acceptance of GL Chapter 166 Section 32A (Motion to Approve Resolution 24-17 - Majority Vote).*** ► Councilor Jones read the resolution. ► **MOTION to Approve Resolution 24-17: Local Acceptance of GL Chapter 166 Section 32A by Dellocco. SECOND by Hamblen.**
Discussion: ► Mr. Hellen said this is to help the building commissioner; he deserves an electrician. He said this is a housecleaning item. ► Building Commissioner Gus Brown explained that acceptance of this statute will permit a licensed electrician who is appointed as a local inspector of wires to also work privately. This was enacted by the General Court in recognition of the fact that it is very difficult for a municipality to hire a qualified person to work exclusively as a full-time electrical/wiring inspector. ► Chair Mercer said they would not be inspecting their own work. ► Councilor Jones confirmed there should be no conflict of interest on work. ► **ROLL CALL VOTE: Chandler-YES; Cormier-Leger-YES; Dellocco-YES; Frongillo-YES; Hamblen-YES; Jones-YES; Mercer-YES; Pellegrini-YES; Sheridan-YES.** ► **VOTE: Yes-9, No-0, Absent-0.**

c. ***Resolution 24-18: Gift Acceptance - Veterans' Services Department (\$2,250), Senior Center (\$1,500) (Motion to Approve Resolution 24-18 - Majority Vote).*** ► Councilor Jones read the resolution. ► **MOTION to Approve Resolution 24-18: Gift Acceptance - Veterans' Services Department (\$2,250), Senior Center (\$1,500) by Dellocco. SECOND by Hamblen.** **Discussion:** ► Chair Mercer thanked the donors. ► **ROLL CALL VOTE: Chandler-YES; Cormier-Leger-YES; Dellocco-YES; Frongillo-YES; Hamblen-YES; Jones-YES; Mercer-YES; Pellegrini-YES; Sheridan-YES.** ► **VOTE: Yes-9, No-0, Absent-0.**

TOWN ADMINISTRATOR'S REPORT: ► Mr. Hellen said the town administrator's budget will be out this Friday. He said key dates are the Finance Committee on Wednesday, April 17. He said on April 24 there is a public hearing on an override to be held at Franklin High School at 7 PM with the Town Council and School Committee as a joint meeting. He said the FinCom hearings are scheduled for May 6, May 8, and May 15. Regarding an update of the migrant situation at the hotel, he said he cannot say enough about Health Director Cathy Liberty and the amazing stakeholders in the community for all the work they have been doing. He said they do not have confirmation from the state that they have renewed the lease for next year, although he has asked. He said the state said in early May/June another group will take over at the hotel to deal with the emergency shelter program. He said Ms. Liberty got a \$10,000 grant for transportation. He said regarding the schools, everything has been going well there. He said if people are hearing different things, people should give him a call. He said he is sure there are small issues going on, but there are small issues with people that are not migrants. He said the School Department has been doing a great job working through a tough situation. He said the state committed to providing \$200,000 for this for the schools. He said

regarding the DPW Director, he was put on administrative leave on February 9. Mr. Hellen said he is going to reinstate the DPW Director tomorrow morning. He said he will put out a complete website with a final report and other information, and it will all be made public. He said as an organization, they are being very transparent and proactive to get together all materials around people's questions. He said on May 1, the auditor's will be here to talk about the financials.

SUBCOMMITTEE REPORTS:

- a. **Capital Budget Subcommittee.** None.
- b. **Economic Development Subcommittee.** ► Councilor Hamblen said they met tonight before this meeting. She said they spoke about downtown commercial parking and revisions in that and how we can become MBTA compliant; they will bring it to the full Town Council for discussion.
- c. **Budget Subcommittee.** None.
- d. **Master Plan Update Committee.** ► Councilor Jones said the next meeting is on April 17 at 6:30 PM. He said the master plan open house last month was an awesome success, and they will take and compile all that information.
- e. **Davis-Thayer Building Reuse Advisory Committee.** ► Mr. Hellen confirmed the requests for interest are due at the end of May.
- f. **Police Station Building Committee.** ► Chair Mercer said they have narrowed down the search for the project manager, and those interviews are scheduled for May 13 at a time to be determined.
- g. **GATRA Advisory Board.** None.

FUTURE AGENDA ITEMS: ► Councilor Cormier-Leger asked to look into the Stobbarts property and to ease concerns staff could walk the property to see if there were truly oil spills, environmental concerns, trucks, and other items brought up tonight which are going against our own bylaws. ► Councilor Jones said he would like to make shorter agendas. ► Councilor Dellorco said he noted the immigrants in the schools, but Mr. Hellen said he already knew.

COUNCIL COMMENTS: ► Councilor Cormier-Leger thanked everyone for the good dialogue at tonight's meeting. He said he would like along the lines of the migrant issue to have to police chief come to give an update from his perspective as there is speculation and rumors about inappropriate things happening at the hotel, safety concerns, and things happening at the schools. ► Mr. Hellen said the police chief will be at the May 1 meeting. ► Councilor Cormier-Leger thanked everyone for the Arts and Culture subcommittee with a great meeting and grant presentation and celebration at Dean. ► Councilor Chandler requested someone from DPW go by Ms. Sullivan's house tomorrow and take care of those patches/potholes. ► Mr. Hellen said he already noted it down. ► Councilor Pellegrini noted the earthquake on Tuesday. She asked about the stores going out on the main street and if that is related to the pop-up stores. ► Mr. Hellen said no. He said each business has their own story. ► Councilor Pellegrini noted the marathon on Monday. She asked about the ROTC program and if it was in Franklin. ► Councilor Sheridan said some high schools have junior ROTC, but he does not think Franklin does. ► Councilor Frongillo said the Arts and Culture subcommittee wrapped up. He said he has had positive interactions with the migrants. ► Councilor Hamblen reiterated the Arts and Culture subcommittee comments. She gave condolences to the family of Larry Bederian and to the veterans of VFW Post 3402 for Larry Bederian. ► Councilor Jones said Dean College just had a show; all the Dean College shows are spectacular. He said La Cantina Winery had a grand opening of their new location on Sunday; the location came out spectacular. He said today at the University of New Hampshire cadets competed at a competition and won first place. ► Councilor Dellorco gave condolences to the Bederian family and the Brunelli family. He said some families have come to his house and said the migrants are not so nice at the high school, and the Oak Street school is a mess; that is what he is hearing. ► Chair Mercer gave his condolences to the Bederian family and the Brunelli family. He thanked everyone who came to tonight's presentation. He said they listen to the public's input. He said April 24 at the Franklin High School auditorium there is a joint meeting of the Town Council and School Committee to talk about the override with an opportunity for the public to speak.

EXECUTIVE SESSION: a. ► *To review and approve minutes from March 13, 2024 Town Council Executive Session.* ► Chair Mercer stated there is a need for an executive session to review and approve minutes from March 13, 2024 Town Council Executive Session and the chair so declares. He said they will not return to open session. ► **MOTION to Enter** executive session to review and approve minutes from March 13, 2024 Town Council Executive Session and not to return to open session by **Jones. No SECOND No Discussion.** ► **ROLL CALL VOTE: Chandler-YES; Cormier-Leger-YES; Dellorco-YES; Frongillo-Vote Not Provided; Hamblen-YES; Jones-YES; Mercer-YES; Pellegrini-YES; Sheridan-YES.** ► **VOTE: Yes-8, No-0, Absent-0, Vote Not Provided-1.**

Open Session ended at 11:06 PM.

Respectfully submitted,

Judith Lizardi
Recording Secretary

**A JOINT MEETING OF THE FRANKLIN TOWN COUNCIL &
FRANKLIN SCHOOL COMMITTEE
MINUTES OF MEETING
April 24, 2024**

A joint meeting of the Franklin Town Council and Franklin School Committee was held on Wednesday, April 24, 2024, at the Franklin High School Auditorium, 218 Oak Street, Franklin, MA. Councilors present: Brian Chandler, Theodore Cormier-Leger, Robert Dellorco, Cobi Frongillo, Melanie Hamblen, Glenn Jones, Thomas Mercer, Deborah Pellegrini, Patrick Sheridan. Councilors absent: None. School Committee Members present: Dave Callaghan, Al Charles, Erin Gallagher, Paul Griffith, David McNeill, Ruthann O’Sullivan, KP Sompally. School Committee Members absent: None. Administrative personnel in attendance: Jamie Hellen, Town Administrator; Amy Frigulietti, Deputy Town Administrator; Mark Cerel, Town Attorney; Lucas Giguere, Superintendent of Schools; Tina Rogers, Assistant Superintendent; Bob Dutch, Interim School Business Administrator.

CALL TO ORDER: ► Town Council Chair Mercer called the meeting to order at 7:00 PM. Town Council Chair Mercer called for a moment of silence. All recited the Pledge of Allegiance.

INTRODUCTION FROM THE CHAIRS OF THE TOWN COUNCIL & SCHOOL COMMITTEE: Town Council Chair Mercer and School Committee Chair Callaghan both gave introductory remarks.

PRESENTATIONS: ► Town Administrator Jamie Hellen and Superintendent of Schools Lucas Giguere each gave a presentation on the topic of the FY25 budget and the possible operational override. Copies of both presentations are attached to the meeting minutes.

CITIZEN COMMENTS: Many citizens provided their comments both pro and con relating to the possibility of an operational override.

ADJOURN: ► Chair Mercer closed the public hearing at 10:17 PM.



Town of Franklin

FY25 Budget Update

Joint Meeting Town Council/School Committee

April 24, 2024

Jamie Hellen, Town Administrator

<https://www.franklinma.gov/town-budget>

State Budget Update

- Governor's House 2 and House Ways and Means budgets propose using one-time funds.
 - House Ways & Means nets Franklin an estimated \$204,000 net increase in state aid over FY24 or \$280,000 over Governor Healey's H2.
- The Commonwealth is facing their own budget challenges:
 - "We know the good fiscal times don't last forever. The reality is one that we have come to know all too well over the past 10 months," Speaker Mariano told reporters.
 - 8 of the past 9 months of tax collections have lagged behind predictions.
 - Far greater requests than available revenues.
 - Governor Healey issued a partial state hiring freeze.
- The spending trends are not sustainable for the state or cities and towns. Massachusetts remains one of the least affordable places to live in the United States.

Boiled Down: FY25 Town Administrator Budget Highlights, #1

- Total Operating budget is \$140,847,520.
 - \$3.264 million in new revenue through the tax levy.
 - \$2 million in one-time revenue
 - \$1.507 million free cash; \$500,000 MECC Stabilization.
 - FY26 already has a \$2 million deficit to fill due to the use of one-time revenues.
 - Local Receipts are estimated up \$1.116 million.
 - But these are mostly estimated fees for service and predictions, not guarantees.
 - EG - Recreation, Fire, Building, Administration, etc.
 - Loss in State aid of about \$76,000 is in the model.
 - Note: HW&M Budget proposal has a \$204,000 increase over FY24.
 - No new spending in the municipal budget. One exception: Fire Department.

Boiled Down: FY25 Town Administrator Budget Highlights, #2

- Account 300 - Franklin Public Schools:
 - \$74,989,431 + \$20.6 million in school costs within the municipal budget = 68% of overall town budget.
 - \$3 million increase (4.2%) for Franklin Public Schools in FY25
 - The largest single year increase in school history (tied with 2019 at the same amount)
 - Level Service increase for the Schools = \$7.3 million (minus \$3 million = \$4.3 million deficit);
 - Level service, plus partially restore cuts from FY 24 = \$9.3 million (minus \$3 million = \$6.3 million deficit)
 - Does not include one-time capital funding appropriations, school revolving funds, or other outside one-time revenue sources (EG - grants).

Historical FPS \$\$ Annual Increase

<u>Fiscal Year</u>	<u>Final Appropriation</u>	<u>Annual increase</u>	<u>School Request</u>	<u>Available New Tax Levy & New Growth</u>
2019*	\$63,235,000	\$3,000,000 (4.98%)	\$3,000,000 (4.98%)	\$3,269,679
2020	\$64,858,500	\$1,623,500 (2.57%)	\$3,800,000 (6.07%)	\$3,700,361
2021	\$65,658,500	\$800,000 (1.23%)	\$3,900,000 (6.03%)	\$3,596,844
2022	\$67,820,825	\$2,162,325 (3.11%)	\$3,026,084 (4.61%)	\$3,124,417
2023	\$70,220,825	\$2,400,000 (3.74%)	\$2,396,171 (3.53%)	\$3,396,172
2024	\$71,989,431	\$1,768,606 (2.5%)	\$3,370,000 (4.8%)	\$3,319,139
2025*	\$74,989,431	\$3,000,000 (4.2%)	\$9,300,000 (12.9%)	\$3,264,366

*Denotes years with one-time revenues used to balance the budget: FY19 Rainy Day Fund depletion; FY25 Free cash.

The School deficit has been growing for years.

What is the number to solve “the problem”?, Slide 1

- Solving “the problem” is approximately an **\$8.8 million structural deficit** and defined as:
 - \$6.3 million more is requested by the School Committee to fulfill “Level Service” and “Partially Restore” the cuts made in FY24.

“On April 9th, 2024, the School Committee voted to approve the FY25 School Budget in the amount of \$81,319,261. We are asking for the Town Council’s support to fully fund this budget that addresses the \$9.3 million increase, up to and including initiating an operational override for the community to vote upon as a ballot question in time to fund the FY25 budget.”
 - \$2 million in one-time money that was used to balance the FY25 budget.
 - \$500,000 for Facilities to restore to pre-pandemic levels for basic services to preserve funding to school buildings.

What is the number to solve “the problem”?, Slide 2

- These numbers do not include:
 - Future FY26 costs drivers such as:
 - collective bargaining,
 - borrowing for the Rem-Jeff remodel, Horace Mann roof replacement, or
 - any other priorities or ideas, such as roads, infrastructure, sustainability, net zero, sidewalks, and so forth.
- Sustainability & Strategic Planning:
 - Regardless of any of this, the Town and School District should work much more closely together to ensure that we have a sustainable budget.
 - Even if an override of this magnitude passes, FY26 will be **more** challenging.
 - The Schools and Town need to live within its means!

What if an override does not pass? FY25 Plan B

- Level Service will be the focus. The “Partially Restore the Cuts” option should be off the table (for now).
- We will include \$200,000 of anticipated state aid; adjust after the Senate budget.
- Prior to making further cuts to the Town OR Schools, the Town should evaluate options. The Superintendent and I have not coordinated this reply - we’d have to dive into the details and I would want to look at School spending far deeper.
 - Await the conclusion of the School Comprehensive Facilities Analysis for savings/economies of scale.
 - We will reevaluate employee health care estimates.
 - The Schools have an estimated \$4.7 million in expected surplus in revolving accounts on June 30, 2024.
 - The Schools are contemplating user fee increases. We should look at these details before cuts.
 - (EG - Facility rental fee structure)
- **If an override does not pass for FY25 for the Schools, the Town will be into the same situation in FY26 with a larger deficit.**

Five Year Fiscal Forecast, slide 1

TOWN OF FRANKLIN FIVE YEAR FISCAL FORCAST FY26 THROUGH FY30

	BUDGET	FORCAST				
	FY25	FY26	FY27	FY28	FY29	FY30
TAX LEVY						
Prior Year Levy Limit plus 2 1/2%	\$ 92,839,014	\$ 96,184,989	\$ 99,614,614	\$ 103,129,979	\$ 106,733,228	\$ 110,426,559
New Growth	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
	93,839,014	97,184,989	100,614,614	104,129,979	107,733,228	111,426,559
DEBT EXCLUSIONS						
Keller-Sullivan	360,325	-	-	-	-	-
Horace Mann Issue #2	270,000	260,000	-	-	-	-
High School Issue #1	2,879,488	2,880,588	2,879,000	2,879,888	2,877,888	2,877,988
High School Issue #2	153,062	149,313	150,563	151,563	152,313	152,813
Tri-County New School	132,298	1,942,875	1,942,875	1,942,875	1,942,875	1,942,875
	3,795,173	5,232,775	4,972,525	4,974,325	4,973,075	4,973,675
TOTAL POTENTIAL TAX LEVY	97,634,187	102,417,764	105,587,139	109,104,304	112,706,303	116,400,234

- Depicts five-year tax levy projections
- Debt exclusions continue to “sunset”

Five Year Fiscal Forecast, slide 2

	FY25	FY26	FY27	FY28	FY29	FY30
OTHER REVENUES						
Local Receipts - General Fund	13,572,562	14,251,190	14,963,750	15,711,938	16,497,535	17,322,412
	13,572,562	14,251,190	14,963,750	15,711,938	16,497,535	17,322,412
OTHER AVAILABLE FUNDS						
Net Budget Stabilization / Other Transfers	2,007,009					
Enterprise Fund (Indirects)	1,841,000	1,933,050	2,029,703	2,131,188	2,237,747	2,349,634
	3,848,009	1,933,050	2,029,703	2,131,188	2,237,747	2,349,634
TOTAL REVENUES & OTHER FUNDS	148,843,689	154,080,382	159,832,889	166,062,343	172,512,244	179,196,473
ASSESSMENTS & OTHER VOTES						
School Choice	484,619	508,850	534,293	561,008	589,058	618,511
State Assessments	530,647	557,179	585,038	614,290	645,005	677,255
County Assessment	262,362	275,480	289,254	303,717	318,903	334,848
Charter School Assessment	6,068,541	6,371,968	6,690,566	7,025,094	7,376,349	7,745,166
Provision for Abatements & Exemptions	650,000	650,000	650,000	650,000	650,000	650,000
	7,996,169	8,395,977	8,749,151	9,154,109	9,579,315	10,025,780
TOTAL NET REVENUE	140,847,520	145,684,405	151,083,738	156,908,234	162,932,929	169,170,693
LESS: TOTAL GENERAL FUND BUDGET	(140,847,520)	(147,996,451)	(153,652,569)	(159,137,108)	(165,682,837)	(172,605,298)
UNUSED LEVY	\$ -	\$ (2,312,047)	\$ (2,568,832)	\$ (2,228,875)	\$ (2,749,909)	\$ (3,434,606)

- Basic Modeling: Assumes Schools and health care/pension at 5% each year, 2.5% elsewhere.
- Does not include any new staff, initiatives, or spending: Police Station, Remington-Jefferson borrowing, etc.

Override Calculations on Average SFH

<u>Override Total Amount</u>	<u>Override Cost*</u>
\$2,000,000	\$162.59
\$3,000,000	\$247.14
\$4,000,000	\$325.19
\$5,000,000	\$409.74
\$6,000,000	\$487.78
\$6,500,000	\$528.10
\$7,000,000	\$572.33
\$8,000,000	\$650.38
\$9,000,000	\$734.93
\$10,000,000	\$812.97

*FY25 will also include an additional 2.5% as allowed under Prop 2 1/2

Assumptions

- \$650,377 Avg. Single Family Value
- FY24 Tax Rate is \$11.79
- FY24 Current Avg Tax Bill \$7,667
- Calculate Your Override [here on DOR Override Estimate Calculator](#)
- The Household Cost is in addition to the average household cost at 2.5% of \$198.

FY25 - Overall Financial Impacts to Citizens

- The public needs to be conscientious of the impact of cost increases to citizens.
- Massachusetts is one of the least affordable states to live in because the Cost of Living is so high.
- Other guaranteed new cost increases in FY25:
 - Previously authorized:
 - 20% Sewer Rate increase July 1, 2023 for Beaver Street Interceptor.
 - 15% July 1, 2024, 10% July 1, 2025.
 - Debt exclusion for new Tri-County School to hit taxpayers in FY25. This has been built into the model.
 - Resident Municipal Aggregation 10 cent electricity rate ended November 2023.
 - .15 cents November 2023-2025.
 - New required:
 - Increase in the Stormwater Fee July 1, 2025 (federal mandate)
 - Expect another small increase of \$10/household in FY25 to maintain this unfunded mandate.
 - Trash/Recycling fee is expected to rise \$50/household for FY25.
 - Federal/State PFAS remediation regulatory costs (water rate increase is certain FY25 for PFAS).
 - Water Rate increases expected of a 8% FY25, 8% FY26, 8% FY27.
 - Estimate increase is \$50/household in FY25.

Crystal Ball: FY25-FY28 - Other Expected Costs

- The upcoming four years that may need a new/increased revenue sources for:
 - Police Station.
 - PFAS mandates from the EPA and state DEP.
 - Stormwater and Phosphorous mandates from the EPA.
 - Discretionary:
 - If the Davis-Thayer is maintained and renovated by the municipality.
 - Other unforeseen projects and costs...
- I firmly believe that this community needs to begin to be very judicious with its additional commitments moving forward unless the revenue source is through an already existing mechanism,
- The Town and School District cannot do it all.

Community Assistance Program (CAP)

- The Town of Franklin, through its Community Assistance Program (CAP) in Section 82 of the Town Code and the Commonwealth of Massachusetts offer a variety of exemptions, discounts & resources to qualifying residents.
- The Board of Assessors can discuss applicability of state exemptions (EG - disability, veteran).
- Recreation, Public Works, Fire, and other departments offer discounts for services.
- Town Citizens, Discounts & Exemptions Flyer



CITIZEN DISCOUNTS AND EXEMPTIONS

A Guide to Local and State Government Assistance Programs



LOCAL ASSISTANCE PROGRAMS

The Town of Franklin offers a variety of assistance programs to qualifying residents. Eligible residents may receive discounted rates for certain Town services through our departments. Requirements and applications are available on our website. You can find information about the following:

<u>Dept of Public Works</u> Eligible residents can receive a 20% credit, per quarter, on	<u>Recreation Department</u> Eligible residents can receive up to a 100% discount on	<u>Assessor's Office</u> Senior, Blind and/or Veteran Property Owners may qualify
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END



Franklin Public Schools



Franklin School Committee & Town Council Joint Budget Meeting

“Investing in Our
Future”



April 24, 2024



- **Confident and Self-Aware Individual**
- **Empathetic and Productive Citizen**
- **Curious and Creative Thinker**
- **Effective Communicator and Collaborator**
- **Reflective and Innovative Problem Solver**

The FY25 Budget was developed in support of Franklin's Portrait of a Graduate - the community's consensus on the essential skills all students will practice and develop through their growth, PreK-Age 22.

FY25 PRIORITIES

1. Maintain **class sizes** within recommended ranges
2. Provide **support for students** with complex educational, social, emotional, and behavioral needs.
3. Further advance the **literacy** and in grades PreK-12 **other curriculum and instruction initiatives** by providing necessary curriculum materials and professional development.
4. Preserve funding currently supported through the **ESSER-3 grant** through appropriated budget or other available source.
5. To sustain current and explore new investments for equitable access to **high-quality learning**, focusing on closing achievement gaps.



FY25 BUDGET SUMMARY

Level Service Plus budget approved by School Committee

1 Retain same level of education for all students in the upcoming school year.

2 Afford financial increases from FY24 to maintain current programming

3 Provide staff and supplies to maintain class size ranges and partially restore FY24 cuts

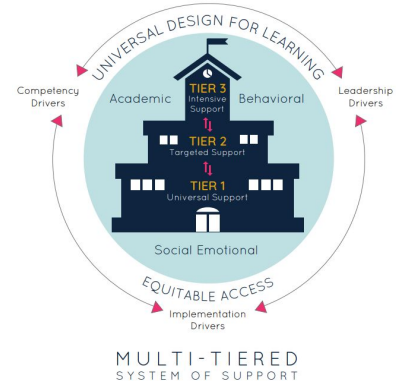
	Percentage Increase	Budget Amount	\$\$ Increase/Deficit
School Committee Approved Budget on 3/19/24	FY25 Level Services Plus Stabilize 12.96% over FY24	\$81.4M	+\$9.3M
Town's Administrator's Recommended Allocation on 4/12/24	4.2% Increase Over FY24	\$74.9M	+\$3.0M
Budget Shortfall	8.76% shortfall		-\$6.3M

PILLAR 1: BUDGET PRIORITIES



Franklin Public School District

- Provide equitable learning environments for ALL students
 - Student-to-teacher ratios
 - Grades K-3 approximately 18-22
 - Grades 5-12 approximately 20-24



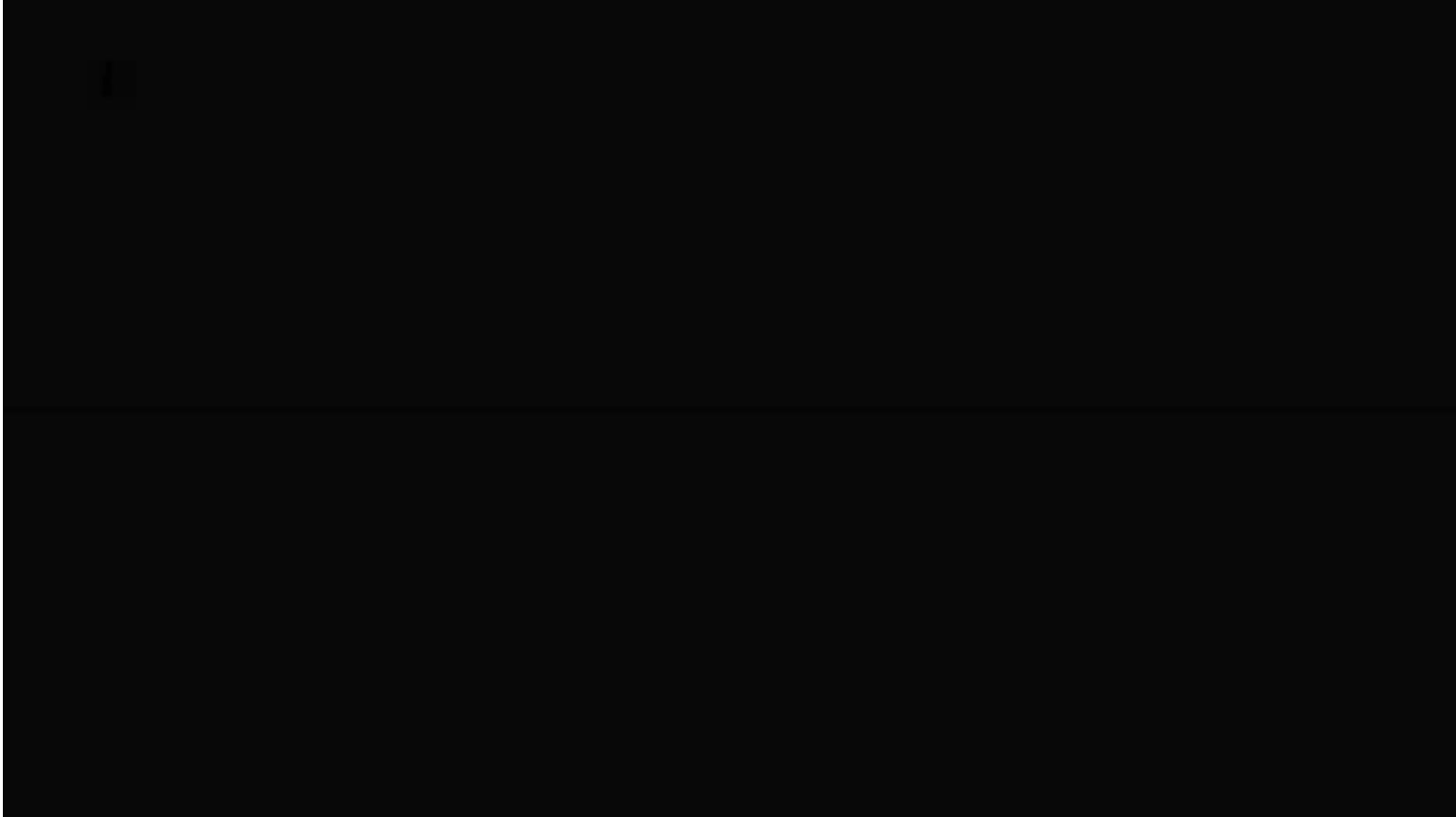
- Targeted supports for ALL students requiring intervention and individualized education supports
- Access for ALL students to co-curricular and extracurricular activities
- Provide access to needed materials, technology, and counseling resources for ALL students to learn, achieve, and grow.

Assumes the same level of service to the schools from the FY24 budget to the FY25 budget, including the current school programs, staffing levels, class sizes, and services.

The base budget includes:

1. The total FY24 budget appropriation
2. Statutory or regulatory mandates (i.e. special education, etc.)
3. Personnel step, longevity and collective bargaining increases
4. Health insurance costs
5. Actual costs of variables such as substitute teachers, transportation
6. Changes to outside revenue such as grants and revolving accounts





BUDGET INCREASE OBLIGATIONS

Begin with FY24 Final Budget Appropriation	\$71,989,431
Contractual Obligations	\$1.7M
Absorbed salaries due to elimination of ESSER III Funds	\$497,000
Increase in Out of District Special Education Costs & Services	\$2.2M
Increase in Out of District Special Education Transportation	\$100,000
Increase in Transportation of Homeless Students	\$80,000
Increase in Contracted Transportation for in-district Students	\$108,000
Increase in Health Insurance Expense	\$650,000
Decrease in Grant and Revolving Funds	\$1.2M
GRAND TOTAL	\$6,535,000



Elementary	5.0 K-2 Tchrs 1.0 BCBA	1.0 STRIVE Tchr 1.0 STRIVE ESP	.8 ECDC ESP
Middle	1.0 Tchr 1.0 Spec. Ed. Tchr	1.0 Spec. Ed. ESP 1.0 ABA Tutor	
High	.5 Team Chair 1.0 Spec. Ed. Tchr	1.0 Business Tchr 1.0 Math Interventionist	1.0 Librarian
Student Services	.8 Van Driver		
District	2.0 DLI		
Programs and Supplies	<ul style="list-style-type: none"> ● Middle School Clubs and Activities and bus transportation ● Middle School Transition programming ● After School Behavior Support ● High School Supplies: Math, Music, World Language lab, instructional software, etc. 		



REVENUE SOURCES BREAKDOWN

Chapter 70 Aid

\$29,343,701

Local Revenue (including Ch. 70)

\$81,319,261

Grant Funds

\$1,531,010

Revolving Funds (including CB)

\$6,352,000




and


 **School Master Planning**

Goal: Identify both short-term, midterm, and long-term solutions to sustain our services within our budget to create a more fiscally sustainable model for our district.

- Reorganizing into grade level-based bands resulting in unification/consolidation of schools
- Recommended options will likely include school closures and redistricting
- Creating “newer and fewer” schools positioned to serve students in the most appropriate ways, considering equity, cost, access and educational services while maintaining a sense of community
- Utilize existing buildings in reasonable physical condition to minimize disruptions to the greatest extent possible
- Offering educational opportunities and help create a more fiscally sustainable model for our district
- Facilities utilization to meet the needs of all aspects of our educational programming

 **Population & Enrollment Forecast**

 **Educational Visioning & School Adequacy**

 **Facilities Assessment**

April 2024 - Finalized Recommendations
June 2024- June 2025 Planning

May 2024 - Vote on preferred option
July 2024-2025 - Implementation

ENROLLMENT PROJECTIONS

FRANKLIN PUBLIC SCHOOLS TOTAL ENROLLMENT

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
PK	80	133	150	154	154	154	154	154	154	154	154	154	154	154
K	267	281	289	307	317	318	308	304	304	314	318	323	327	322
1	276	302	297	301	325	331	333	323	319	319	323	327	332	336
2	328	293	309	307	302	327	330	332	322	322	322	326	330	335
3	326	339	299	320	309	304	328	331	333	328	329	329	333	336
4	352	321	350	300	314	303	298	321	324	334	329	331	331	337
5	327	360	330	364	301	315	304	299	322	330	340	335	337	336
Total K-5	1956	2029	2024	2053	2022	2052	2055	2064	2078	2101	2115	2125	2144	2156
6	349	331	379	338	377	311	323	317	309	331	340	350	345	345
7	386	355	331	382	344	382	316	327	321	314	336	346	356	351
8	412	387	357	341	385	347	385	319	330	327	320	342	352	363
Total: 6-8	1147	1073	1067	1061	1106	1040	1024	963	960	972	996	1038	1053	1059
9	413	389	387	366	317	383	345	383	317	328	330	323	345	356
10	429	411	395	384	364	315	381	343	381	315	326	328	321	343
11	437	423	411	400	386	366	317	383	346	385	318	329	331	324
12	449	435	424	411	402	388	368	319	385	348	387	320	331	333
SP	10	14	15	11	11	11	11	11	11	11	11	11	11	11
Total: 9-SP	1738	1672	1632	1572	1480	1463	1422	1439	1440	1387	1372	1311	1339	1367
Total PK-SP	4841	4774	4723	4686	4608	4555	4501	4466	4478	4460	4483	4474	4536	4582

- The budget reflects adjustments in staffing associated with fluctuations from grade to grade or from school to school

Enrollment Forecast

PK

- Increase from 2021-22 to 2023-24 approx. 50% (74 students). Possible increase in future years.

Elementary

- Decline through 2024-25 then steady increase through 2033-34+ (2156 students). Approx. 100 students

Middle

- Decline through 2028-29 then steady increase from 2033-34+ (1059 students) Approx. 80 students

High School

- Decline through 2031-32 then increase from 2032-33+ (1339 students)

District

- Decline through 2031-32 then increase in 2032-33+ (4536 students)

* Overall forecast trends verified with McKibben

** Forecasted numbers higher based on assumption of new single family homes built each year and existing home sales (60 vs. actual of 7)

REVOLVING FUNDS

ACCOUNT	FY24 BEGINNING BALANCE	FY24 REVENUE	FY24 EXPENDITURES AGAINST THE BUDGET	AVAILABLE FOR FY25 (CURRENT)
ATHLETICS	\$718,362.93	\$296,535.25	\$688,000	\$326,898.18
ECDC	\$1,126,303.85	\$319,165.80	\$950,000	\$495,469.65
PAY TO RIDE	\$1,344,460.45	\$183,178.00	\$1,300,000	\$227,638.45
CIRCUIT BREAKER	\$3,337,382.11	\$3,857,084.00	\$3,637,575	\$3,556,891.11
EXTRACURRICULAR	\$867,606.00	\$47,812.50	\$106,500	\$808,918.20
LIFELONG LEARNING	\$685,205.54	\$244,930.53	\$350,000	\$580,136.07
TOTAL	\$8,079,320.88	\$4,948,706.08	\$7,032,075	\$5,995,951.66

SPECIAL EDUCATION COSTS MODEL

Historical Special Education Out of District Costs

Year	# of Students	Cost	Change	% Change
2021-22	65	\$6,598,372.50		
2022-23	81	\$7,619,726.92	\$1,021,354.42	15.48%
2023-24*	75	\$7,440,153.74	-\$179,573.18	-2.36%

In-District vs. Out of District Costs

Program	# of Students	FPS Cost Per Pupil	OOD Cost Per Pupil	Savings
Elementary GOALS	21	\$48,623	\$79,990	\$658,707
Elementary REACH	10	\$71,355	\$98,883	\$275,480
NECC Partner Program	13	\$83,940	\$185,000	\$1,313,780
Middle School STRIVE	9	\$58,350	\$147,922	\$806,148
Estimated Total Savings				\$3,054,115



INVESTING IN OUR FUTURE

A STABILIZED BUDGET ALLOWS US TO...

PRESERVE WHAT WE HAVE

Academic Programming: Advanced Placement (AP), K-12 Fine and Performing Arts, Franklin Arts Academy, 6-12 World Languages, Senior Project, high school electives, middle school teaming, STEM

Support Services: Tiered interventions, counseling services, case loads, class sizes

Co-curricular Programs: MS/HS clubs, DECA, National Honor Societies, Mock Trial, before and after-school music programs

Extracurricular Programs: Athletics, Unified Sports, clubs

EXPAND, INNOVATE AND RESTORE

Early college: Partner with college and DESE on credit opportunities for academics and elective courses

Innovative Career Pathways: Align and develop coursework that leads to industry credentials, certifications, and licensure (e.g. Ch. 74-CTE).

Civil Service Partnerships: Continue to work with Franklin Fire, Police, EMT, and other departments to prepare students for civil career fields

Review previous programming and staff reduction for potential restoration

Explore opportunities to offer child care programming for employees and residents



Implications of Override Votes



Reduction in Staff & Programs (-\$4.8M)

- Reduction of approx. **30 FTE** staff across all levels
- Teachers
 - Ed. Support Personnel
 - Administrators
 - School supply budgets, stipends, professional development

- Larger class sizes K-2 (24-27) 3-12 (24-28)
- Increased caseloads (Special ed./ELL)
- Elimination or reduction of non-required courses (electives/Advanced Placement, etc.)

Increased Fees (-\$1.5M)

- Self-funding** fee structure
- Athletics (+150% per sport)
 - Transportation (\$360 to \$1100)
 - Clubs and Activities (\$75 to \$125)

- Increased** fee structure
- Early Childhood Tuition (20% increase)
 - Student Parking Fee (\$0 to \$125)
 - Building-use Rentals (5% in FY25 with 3% annual escalator))

These reductions are in addition to not funding any of the FY25 Level Service Plus requests to stabilize and partially restore

IMPACT OF FUNDING BELOW LEVEL SERVICE

Elimination of Activities

Co-curricular activities such as sports, clubs, and arts programs are often among the first reductions due to underfunding.

These activities play a crucial role in fostering students' social, emotional, and physical development. Losing access to these opportunities can have long-term implications for students' overall well-being and academic success.

Negative Impact on Recruitment and Retention

Creates an atmosphere of uncertainty and instability leading to high turnover rates.

Turnover not only disrupts continuity in teaching and learning but also incurs additional costs for recruitment and training of new staff.

STAFFING RETENTION RATES

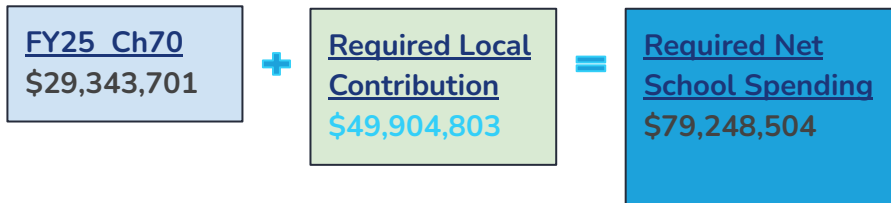
	2023	2022	2021	2020
Teachers	84.2%	86.6%	86.4%	90.9%
Principals	81.8%	81.8%	81.8%	84.7%

Culture of Volatility

Perpetuate a culture of volatility within the school district.

Instability makes it difficult to implement long-term plans for improvement and innovation and can hinder efforts to attract investment and support from external stakeholders, further exacerbating the financial challenges.

Net School Spending (NSS)



State Aid + Local Contribution = Required Net School Spending (NSS)

This is the minimum amount that a district must spend to comply with state law.

Net School Spending must be equal to or greater than the Foundation Budget (\$66,575,133 in FY25)

In FY2023, Franklin spent **\$ 13.2M MORE** than required NSS

While this is **18.0% MORE** than required NSS, Franklin falls in the **33rd percentile statewide**

67% of MA districts spend more than 118.0% over required NSS

In FY2023 Massachusetts districts spent an average of **41.8% more** than required NSS overall

CLASS SIZE

Jefferson Elementary

Grade	Current January 2024	Staffing	Avg. Class Size	Projected Sept. 2024	Staffing	Avg. Class Size	
1	55	3	18.33	48	3	16.00	24
2	46	2	23.00	55	3	18.33	
3	66	3	22.00	46	2	23.00	
4	49	2	24.50	66	3	22.00	
5	71	3	24.00	49	3	16.33	
Sub Total	335	15	22.63	317	17	18.61	
K	48	2	24.00	48	3	16.00	24

Keller Elementary

Grade	Current January 2024	Staffing	Avg. Class Size	Projected Sept. 2024	Staffing	Avg. Class Size	
1	81	4	20.25	94	5	18.80	24
2	94	5	18.80	81	4	20.25	
3	85	4	21.25	94	5	18.80	
4	98	4	24.50	85	4	21.25	
5	112	5	22.40	98	5	19.60	
Sub Total	564	26	21.78	546	28	19.5	
K	94	4	23.50	94	5	18.80	24

Kennedy Elementary

Grade	Current January 2024	Staffing	Avg. Class Size	Projected Sept. 2024	Staffing	Avg. Class Size	
1	59	3	19.67	48	3	16.00	24
2	64	3	21.33	59	3	19.67	
3	65	3	21.67	64	3	21.33	
4	39	2	19.50	65	3	21.67	
5	58	3	19.33	39	2	19.50	
Sub Total	331	16	20.75	321	17	18.88	
K	46	2	23.00	46	3	15.33	23

Oak Elementary

Grade	Current January 2024	Staffing	Avg. Class Size	Projected Sept. 2024	Staffing	Avg. Class Size	
1	63	3	21.00	81	4	20.25	27
2	63	3	21.00	63	3	21.00	
3	68	3	22.66	63	3	21.00	
4	62	3	20.67	68	3	22.66	
5	70	3	23.33	62	3	20.67	
Sub Total	407	19	21.49	418	20	20.97	
K	81	4	20.25	81	4	20.25	

CLASS SIZE

Parmenter Elementary

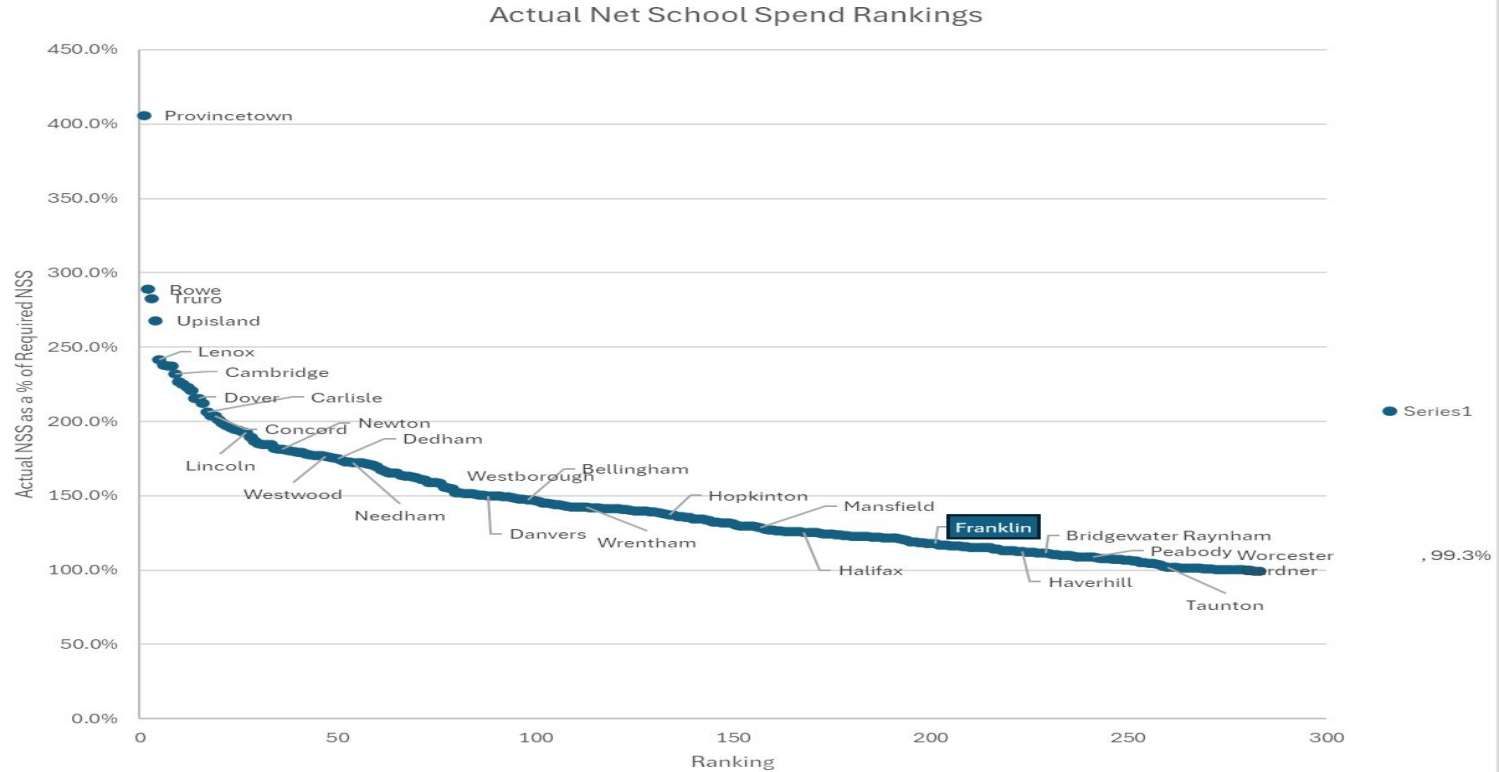
Grade	Current January 2024	Staffing	Avg. Class Size	Projected Sept. 2024	Staffing	Avg. Class Size	
1	46	2	23.00	48	3	16.00	24
2	44	2	22.00	48	3	16.00	24
3	42	2	21.00	44	2	22.00	
4	56	3	18.00	42	2	21.00	
5	55	3	18.33	56	3	18.00	
Sub Total	289	14	20.88	284	16	17.75	
K	46	2	23.00	48	3	16.00	24

Secondary Level Grades 6-12

Grade	Current January 2024	Projected September 2024
6	345	304
7	389	345
8	340	389
Subtotal	1074	1038
9	364	340
10	384	364
11	395	384
12	407	395
Ungraded	11	11
Subtotal	1561	1494

NET SCHOOL SPENDING - HIGHEST TO LOWEST

75% of school districts in MA spend more on education than Franklin



Per Pupil Comparison to State Average

2021 is latest data available at 11/12/22.
<https://www.doe.mass.edu/finance/statistics/>

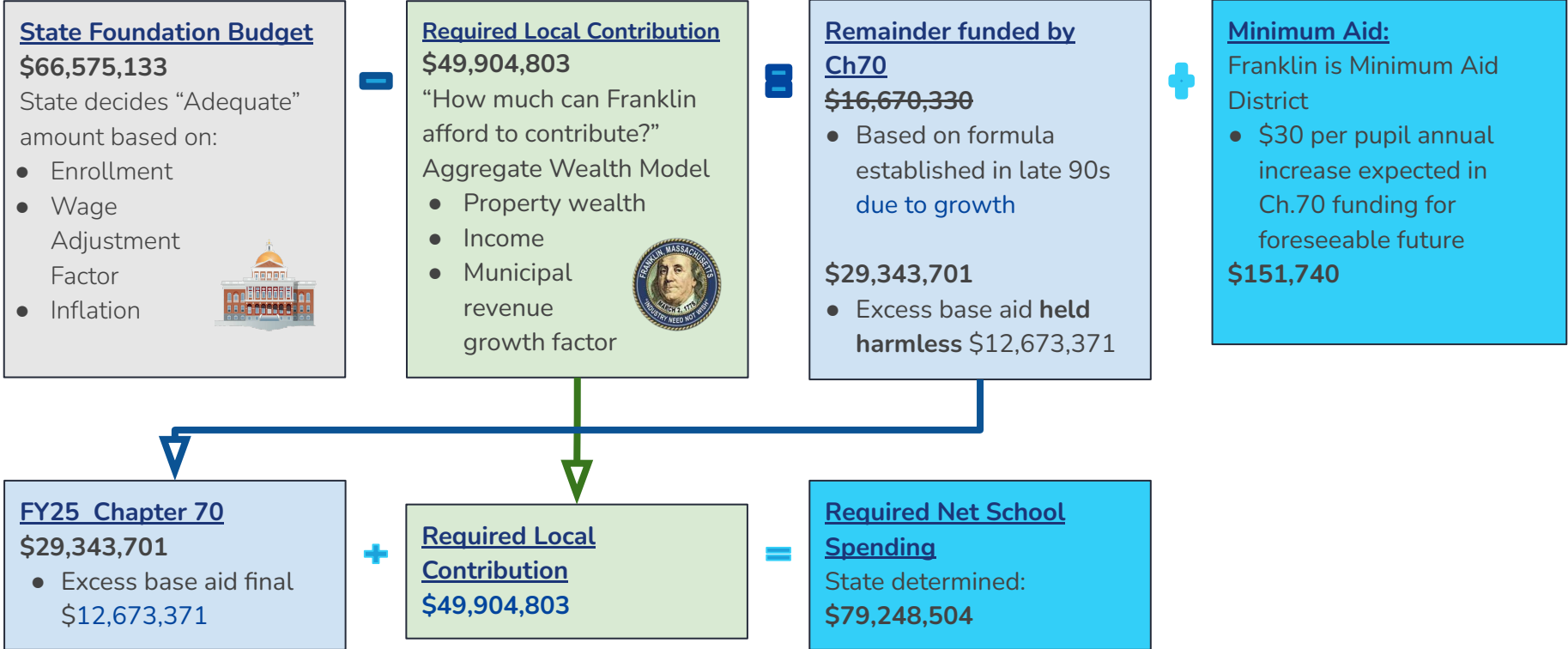
2022 (updated October, 2023)	Franklin	State Average	Funding Differential	Percentage Differential
In-District Per Pupil Expenditure	\$16,589	\$19,567	-\$2,978	-17.9%
Total Per Pupil Expenditure	\$17,651	\$20,134	-\$2,483	-14.06%

Franklin ranks in the 25th percentile in per pupil spending throughout the state.

75% of districts in Massachusetts spend more on education per pupil, than Franklin.



FRANKLIN'S FY25 CHAPTER 70 AID



**FRANKLIN TOWN COUNCIL
MINUTES OF MEETING
May 1, 2024**

A meeting of the Town Council was held on Wednesday, May 1, 2024, at the Municipal Building, 2nd Floor, Council Chambers, 355 East Central Street, Franklin, MA. Councilors present: Brian Chandler, Theodore Cormier-Leger, Robert Dellorco, Cobi Frongillo, Melanie Hamblen, Glenn Jones, Thomas Mercer, Deborah Pellegrini, Patrick Sheridan. Councilors absent: None. Administrative personnel in attendance: Jamie Hellen, Town Administrator; Amy Frigulietti, Deputy Town Administrator; Mark Cerel, Town Attorney.

CALL TO ORDER: ► Chair Mercer called the meeting to order at 7:00 PM. Chair Mercer called for a moment of silence. All recited the Pledge of Allegiance.

ANNOUNCEMENTS: ► Chair Mercer reviewed the following as posted on the agenda. A Note to Residents: All citizens are welcome to attend public meetings in person. To view the live meeting remotely, citizens are encouraged to watch the live stream on the Franklin Town Hall TV YouTube channel or the live broadcast on Comcast channel 9 and Verizon channel 29. Meetings are also archived by Franklin TV on the Franklin Town Hall TV YouTube channel and shown on repeat on Comcast channel 9 and Verizon channel 29 for those who miss the live meeting. To participate in the meeting remotely, citizens are able to join a Zoom webinar using the information provided. Any participants who wish to speak during the webinar must enter their full name and email address when joining the webinar. All participants will be automatically muted upon joining the webinar. In order to speak, participants, who have entered full name and email address, will need to select the “raise hand” function to request to be unmuted. All speakers will be required to state their full name and street address before commenting. ► He announced upcoming Town-sponsored community events. Town Council office hours will be held on May 16 from 8:30 AM to 9:30 AM at the Senior Center. The Franklin Disability Commission will hold the Disability Expo on Saturday, May 4 from 11 AM to 2 PM. Franklin Porchfest will be held in Franklin’s Cultural District on Saturday, June 1 from 12 PM to 6 PM with a rain date of June 2. The Strawberry Stroll will take place on Friday, June 7 from 4 PM to 8 PM in downtown Franklin with a rain date of Saturday, June 8.

CITIZEN COMMENTS: ► Ms. Jane Callaway-Tripp, 607 Maple Street, discussed the issues raised during the Sub-Budget Committee meeting. She asked why the Deputy Town Administrator and Director of Public Works were receiving a \$20,000 raise. Instead of addressing her questions, Mr. Hellen defended his decision to hire the DTA which was not actually being questioned, and failed to justify the salary increase for someone with less than one year of employment. Regarding the DPW Director, Mr. Hellen did not respond to the actual question. Instead, he chose to defend his decision to reinstate the director and used the opportunity to personally attack her. It was inappropriate for Mr. Hellen to disclose that I was requesting public records and suggest a meeting in response to my inquiries. This only added to my concerns especially regarding the hostile tone he adopted during the public forum. She reviewed that at the April 10 meeting, Mr. Hellen criticized residents for treating the session like a reality show and discouraged questioning rumors that they may have heard. His comments and demeanor on April 10 and 21 were unprofessional and inappropriate. She said the Town attorney’s memorandum from October 29, 2021, on conducting public hearings clearly states the need to refrain from irrelevant and inappropriate comments. Mr. Hellen violated this directive by discussing my public records request during the budget meeting and by his general conduct on the April 10 session. A more appropriate response would have been to clarify the reasons for the salary increase for the deputy town administrator and then address her concerns about the DPW director’s salary accurately and professionally. She noted an error in her figures which she has corrected. Mr. Hellen’s response was unnecessary and disrespectful especially to a taxpaying resident. Instead of an apology, she is requesting the Town Council enforce accountability. If no action is taken, it sends a message that disrespect to residents is one-hundred percent acceptable. She urged the Town Council to step up and make accountability mean something. ► Mr. Frank Edward Falvey, 920 Pond Street, said that when there is a ballot question for the State, it has been their policy to send out a pamphlet providing the legal question, summarizing it, and giving

both a proponent and opponent writeup. He said he would like the Town of Franklin to do something similar regardless of what the ballot question is. He said he would guess that half the people may not even know about a special election. He said from democracy, and being an open town, we need to inform all citizens of what the question is and give information about it and send it to them. As well, misinformation is often more believable than correct information, so we need to provide a space to answer questions, but most importantly, we need to send information out to the voters. He said that some seniors in Franklin in their homes have been over-assessed by \$500. ► Mr. Mark Minnichelli, 31 Longfellow Drive, said he spoke during the last meeting regarding the sustainability coordinator position. He said this position was originally in the budget but was removed because of the \$120,000 per year cost. He said several people have done some research on what this position has been able to do in other towns. He said he found examples that this position can bring in four to eight times the cost. He is pulling together information and wants to set up meetings with the administration. It should help us reduce the gap between what we have and what we need. ► Mr. Sean Slater, 88 Hill Avenue, said tomorrow is National Prayer Day in America. He wanted to speak about the ballot question and questioned if it should be rushed to a June election. ► Chair Mercer said this is an agenda item and it cannot be spoken about during Citizens Comments, but he can speak about it later. ► Mr. Stephen Malloy, 19 Russett Hill Road, asked about the migrant facility. He said he has looked at the Town's website, and it looks like information has not been updated since October. He said he also read in the paper that the occupancy may exceed the occupancy limits, and he would like information. ► Mr. Daniel Ballinger, 18 Charles Drive, said he is a volunteer for the town and had to take the ethics course. It is pretty clear on what you can do and not do. As such, he would like to know why the DPW Director still has a job. And, if the Town Administrator is not up to the task of letting him go, then you should let the townspeople know so we can find someone else to do your job. He asked what someone has to do to get fired in Franklin. He said this is setting a bad precedent. You are either honest or you are not. ► Mr. Stephen Pezzella, 5 Downingwood Drive, explained that 25 years ago, Franklin was an affordable town. He thanked the Franklin school staff during those years for the education of his children. He is concerned that the financial costs are getting out of control. He noted those on fixed incomes are not able to keep up with inflation costs. He reviewed the taxes and fees that have increased including excise taxes, food, gas, and home heating. He noted the number of migrants in the country and in Massachusetts and that they receive many benefits that are at the taxpayers' expenses. He said bill 698 was brought up in the MA legislature and voted down which would have allowed homeless veterans to get priority housing. He said his point is they are sending billions of dollars to other countries, but we need to take care of our homeless population. ► Ms. Jacqueline Maciel, 95 Elm Street, said there were 139 votes of all Democrat against that bill. She said our representative voted no. She said she wanted to discuss the lack of transparency. She said the Memorandum of Understanding was not easy to find and was disguised in item 9a as the Override Pledge to Citizens of Franklin. She reviewed that the School Committee's agendas are not transparent to a citizen; it is very difficult to understand, and there are no links to anything. She said there is too much secrecy going on in town. She discussed how the school superintendent said that it was a coincidence that the school renovation was coming up at the same time as the override. She noted that there are no coincidences. ► Mr. Colin Cass, 146 Longhill Road, said there used to be two caution lights in front of Keller Sullivan School, and the northbound one is gone. ► Ms. Meaghan Benson, 19 Winthrop Drive (via Zoom), commented about the redistricting plan. She said she emailed the Town Council chair, Finance Committee chair, Town Administrator Jamie Hellen, and School Superintendent Giguere this past Saturday. She read aloud her email about redistricting and information on a social media page that the committee chairs require the redistricting plan be put forth now or they would not agree to put the override on the ballot. She said she heard back from the Town Administrator and Superintendent with no direct response to this. She did not hear back from the Town Council or Finance Committee. She said her question still stands. She said this rumor is still around town. She asked to have it on record the question that are the chairs of the Town Council and Finance Committee or anybody else requiring the redistricting plan be put forth now or else they would not agree to put the much-needed Town override on the ballot. ► Mr. Kyle Thompson, 8 Mercer Lane (via Zoom), discussed the Franklin public school budget. He said recently Franklin has been compared to Bellingham regarding per public expenditure. He said the MA Department of Education calculates per student expenditures based on many line items that are not in the public school budget. For example, Franklin does not include building maintenance, groundskeeping staff and costs,

upgrades, utilities, and so forth, but Bellingham does. So, it would be good to include those in the public school budgets as school expenditures rather than town expenditures, and why that is. ► Ms. Frigulietti said there is one more person on Zoom, but they did not include their full name. ► Chair Mercer said they would move on to Proclamations, and if the person updates their Zoom information, they can speak after.

APPROVAL OF MINUTES: None.

PROCLAMATIONS/RECOGNITIONS: ► ***Proclamation: Chris Stearns, Franklin TV.*** ► Councilor Jones recognized Mr. Chris Stearns for his 20 years of dedicated service to Franklin TV. He read aloud the proclamation. ► Mr. Stearns said he appreciates the recognition.

CITIZEN COMMENTS (continued): ► Mr. Vikash Sharma, 13 Hancock Road (via Zoom), asked about the school redistricting. He said the vote for this in two weeks is a really short time, and he does not understand the details even at the four-hour meeting which he attended. There were no details and facts, just a rosy PowerPoint presentation. He said give us facts and the grounds for the change. He said we need more time to process this; two weeks is not enough time to understand.

PROCLAMATIONS/RECOGNITIONS (continued): ► ***Police Department – Introduction - Mental Health Clinician Caroline Ferris.*** ► Chief of Police Thomas Lynch reviewed the money from the Department of Mental Health for this jail diversion program. The need for more than one person for this program was recognized, so they created the co-response program which they received money from the Department of Mental Health, as the Town needs more mental health clinicians. He said with the hire of Ms. Ferris, they now have three clinicians and can cover weekends and nights. He reviewed Ms. Ferris's background, education, and experience.

APPOINTMENTS: ► ***Conservation Commission - Nicole Chiamonte.*** ► Councilor Jones read the appointment. ► **MOTION** to ratify the appointment by the Town Administrator of Nicole Chiamonte to serve as a Member of the Conservation Commission, with a term to expire on June 30, 2025, by **Jones. SECOND** by **Dellorco. Discussion:** ► Mr. Hellen said they are excited to have Ms. Chiamonte join the Conservation Commission. ► Councilor Jones said thank you for volunteering. ► **VOTE: Yes-9, No-0, Absent-0.**

PUBLIC HEARINGS - 7:00 PM: None.

LICENSE TRANSACTIONS: None.

PRESENTATIONS/DISCUSSIONS: ► ***Presentation: FY23 Financial Audit - Scott McIntire, Partner, Marcum LLP.*** ► Mr. Hellen said that regarding transparency, they are proud of their financial records, and the budget and financial audits are provided on the Town's website. ► Mr. McIntire (via Zoom) reviewed the Town of Franklin, Massachusetts Financial Statements and Required Supplementary Information for the Year Ended June 30, 2023 (With Independent Auditors' Report Thereon) stamped Draft 4/26/24, provided in the meeting packet. He reviewed the audit process and how it went. He said with the 2023 audit, it went really well, and the books and records were in good working order. He said there were no disagreements on how to apply general accounting principles. He said he has to mention two required communications of which one deals with accounting estimates in the financial statements of which some of the largest are the net pension liability and net OPEB liability. He said the last of the required disclosures is any non-audit services that they provide. He said in Franklin, like they do in other towns, they assist the community in converting the fund basis general ledgers to the full accrual basis of accounting, the government-wide financial statements which is very common. He reviewed the slideshow of the financial document. He reviewed the audit of the financial statements. He said there were no differences from this report than there have been in the past. He reviewed the Independent Auditor's letter provided in the beginning of the packet. He said they did not find any material weaknesses or deficiencies in the Town's internal control structures. He said the audit is planned to

go final very soon. He reviewed the Statement of Net Position which is the asset side of the equation, a long-term perspective view. He said the Net Pension Liability has an account balance of \$44.6 million and net OPEB which really means retiree health care with a liability of about \$60.4 million. He said there is a wealth of information in the footnotes. He said the Net Pension Liability has gone up from about \$28 million in the prior year due to market returns are down. He reviewed the short-term perspective financial statements. He noted General Grants Fund is similar to last year and is calculated as a major fund. It is listed as unearned revenue with an account balance of about \$5 million which is the ARPA money. He said this money is earned when you spend it over the next couple of years. He said the General Fund total fund balance is \$29.2 million and the Unassigned Fund Balance is \$17.2 million which is up about \$2 million from the prior year. He said the Unassigned Fund Balance represents about 12 percent of fiscal year 2023 expenditures. He categorized it as a solid balance. He said this was a quick walk through of the audit. He said the audit went very well, and the books and records were in good working order. ► Town Council members thanked Mr. McIntire for the presentation, asked questions, and made comments. ► Councilor Frongillo clarified that when Mr. McIntire says we have a healthy budget, he is talking about that we know where the money is that we spent and the ability to pay back liabilities and debt. He said Mr. McIntire is not talking about how good the roads and schools are and the quality of services we want. ► Councilor Jones said the audit shows how well the town's money has been managed and taken care of. ► Councilor Cormier-Leger asked how many towns that Mr. McIntire audits are not doing as well. He noted the AAA bond rating. ► Mr. McIntire said he does not keep those statistics. ► Councilor Dellorco asked for an explanation about OPEB. ► Mr. McIntire reviewed the reduction in the liability. ► Chair Mercer thanked Mr. McIntire and the entire Finance Department for doing such a good job.

LEGISLATION FOR ACTION:

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

- a. Resolution 24-19: Override Pledge to the Citizens of Franklin (Motion to Approve Resolution 24-19 - Majority Vote).* ► Councilor Jones read the resolution. ► **MOTION to Approve Resolution 24-19: Override Pledge to the Citizens of Franklin by Dellorco. SECOND by Hamblen. Discussion:** ► Chair Mercer said they are going to go through every item on the MOU. He asked Town Administrator Jamie Hellen and Superintendent of Schools Lucas Giguere to go through the MOU. ► Mr. Hellen noted the Town's budget webpage. He said there is much detailed information available. He narrated his slideshow presentation. He reviewed A One-Slide Override Proposal Specifics slide. There are three resolutions. 1. A pledge to the citizens of Franklin on a framework for spending the funds. 2. Declaration of a Special Election June 11, 2024. 3. Sets a ballot question for a \$6.8 million override for FY25. Details on the slide included a \$6.8 million override based on the FY24 Tax Rate and home value is \$552.82 annually. Assumption is \$650,337 average single-family value. FY24 Tax Rate is \$11.79. The FY25 allotment scheduled is Account 300 FPS (Franklin Public Schools) = \$6.3 million; Account 192 PP&B (facilities) = \$500,000. The FY26 allotment scheduled is Account 300 FPS (Franklin Public Schools) = \$4.08 million; Various Municipal = \$2.72 million. He said all of this information will be online. He said it would be presumptuous to ask the assessor to project what the tax rate is going to be this December. FY25 tax will also include the 2.5 percent. He reviewed the Pledge to the Citizens of Franklin, #1 slide. We are using a similar model the Town of Norwood used in 2019 on a similar override for their community. There is a link to the Norwood documents. He noted other towns that have done overrides. He said they have been collaborating with the School Administration over the last several weeks. He explained that a pledge is not a legal requirement. He reviewed the importance of having a framework for the funds. Final decisions must be made tonight if a June 11 election is expected. If approved tonight, he anticipates two weeks of staff work to prepare a FAQ, flyer, website, and a spreadsheet of where the money is spent in FY25. He discussed the second slide titled An Override Pledge to the Citizens of Franklin, #2 which reviewed each section of the MOU. The MOU dated April 26, 2024 and stamped Draft is provided in the meeting packet. He discussed why the \$6.8 million number and noted it is a compromise figure based on professional input, public feedback, and statewide historical context. He said it will accomplish to rebuild the foundation of the school operational budget and to allow them to

strategically plan for the future, and restores Public Property and Buildings (PPB) expenses capacity after the last two years of dreaded high inflation. He reviewed that the Town will pay for the election which is estimated at \$30,000 by cobbling together small surplus accounts; it is a manageable number. He explained that override funds will be made to last at least five years. He explained that the Town will not seek reimbursement of one-time monies reallocated to assist in balancing the FY25 budget. He reviewed the Why \$6.3 Million for FPS in FY25 slide which listed the allocation of funds. ► Mr. Giguere walked through where the \$6.3 million will go. He said that as Mr. Hellen said, the total \$6.8 million includes the \$500,000 for facilities line. ► Mr. Hellen reviewed the slide Why \$500,000 for PPB Expenses in FY25 which showed the allocation of the \$500,000. He reviewed FY20 through FY24 and FY25 proposed expense history for Account 192 Expense History. He reviewed the pandemic and inflation factors. He explained An Override Pledge to the Citizens of Franklin, #3 slide which outlined the allocation of funds in FY26 through FY30. He noted the importance of the framework for allocation. He discussed the 60/40 percent split with 60 percent for FPS and 40 percent reserved for discretionary spending to allow for flexibility in order to navigate the competing cost drivers in town and will be subject to appropriation as part of future deliberation during the annual budget process. He discussed in detail the Why 40% as outlined on a slide. He explained that of the 40 percent discretionary, the schools will likely see a good share of it in the form of municipal accounts which he outlined. He reviewed an example of a model with the estimated breakdown of the 40 percent which included money for facilities, debt and interest, public works, and various such as collective bargaining and reoccurring School and Town capital. He said the 60/40 split is still One Franklin. He reviewed the An Override Pledge to the Citizens of Franklin, #4 slide. He reviewed the Franklin School Committee agrees to vote on the School Comprehensive Plan May 14, 2024, and close the Parmenter Elementary School effective July 1, 2025. The future use of the Parmenter site will be for the purpose of building a new Police Station as well as for future municipal and/or school purposes, including a potential new school in the future. He said the current Police Station was built in the 1990s. The Town and Schools agree to have a unified goal of protecting the Town's AAA Bond rating. Section 9 commits to the required utility increases in water, trash removal, and stormwater. This agreement will be reviewed by the parties if substantial changes are made to state funding, unfunded mandates, or unforeseen events. ► Mr. Giguere said as they move forward and look to plan, the decisions around how we organize the schools are done in the best interest of kids and putting kids in the most up-to-date facilities that we have in town; it puts kids in the right spaces. ► Mr. Hellen reviewed the School Comprehensive Facilities Plan slide. He reviewed that the redistricting should not be a complete shock. Combined, financially, this multi-pronged, holistic approach is exactly what many have advocated for. People seeking bold change and action? This is your moment to shine. He said it is the hardest thing a local official has to do is redistricting. ► Mr. Giguere said what he has learned a calendar year later, is how do we set ourselves up for the least amount of disruption regarding redistricting. The redistricting and override set us up in the best way. ► Mr. Hellen reviewed his professional view of What Actions Do We Need to Do as A Community right Now slide. The Town Council needs to approve the three resolutions, set the special election for June 11, set the ballot question at \$6.8 million, get educational materials together for the public, and the community can begin its debate 41 days from now. He reviewed upcoming committee meetings and hearings on the topic. If approved on June 11, on June 16, the Town Council can reconsider the FY25 budget based on the override results. He said eventually at some point, in 2025 they need to think seriously about establishing a School Building Committee. He said learning the MSBA will take volunteers years to learn. He said through the rest of the decade, he wants to get together younger members of the community with school-age children in 2030 and beyond to get on the committee and learn the rules. He explained the Why Is This So Important slide. He said this is a once-in-a-lifetime, generational, historic opportunity to enact a set of policy decisions that rebuilds the entire foundation of the Franklin Public School budget and, thus, the entire town budget. He said he is burnt out as this has been talked about for eight years. The time has come to let the citizens speak on an override. He noted the School Committee last requested an override in 2010. The costs of inaction are reeling their ugly head. If we continue to delay these decisions, the financial projections will continue to darken. He reviewed that he appreciates the public feedback, and he has not been able to get back to everyone yet, but he will get back to

everyone. He said he is here to be a leader for the community. ► Mr. Giguere said in this moment in time they are trying to be as decisive as possible, and the recommendations put forward are the best for school, students, and staff. He hopes the Town Council will vote for an override. ► Chair Mercer said he watched all of last night's School Committee meeting, and he thought the presentation was great. He said he has received emails about why the municipal department heads were not given an opportunity to speak last Wednesday as they were there. He said he wanted to give them an opportunity to speak.

► Library Director Felicia Oti said the library serves as a point of primary access for information. She said it is budgeted for in FY25 at 0.78 percent of the budget. She said the library budget does not have room for any cuts. They have to meet regulations and requirements set by the state and the appropriation requirement the municipality must provide is how the library budget is prepared; so, they cannot make any cuts or the library will be disqualified from even applying for a waiver. She said they have been great stewards of the money given for the library. She explained that certification matters. She said they get access to grants, but if they are disqualified, they will get disqualified from current grants. She said if they are cut, it takes a lot of time to build back up, and good people will be lost. She said she supports the 60/40 percent split. She explained the stress of inflation they have to deal with. ► Ms. Caleigh Keating, Youth Services Librarian, explained the relationship the library has fostered with the schools over the last seven and one-half years that she has been here. She explained the field trips they have hosted, book tastings for each grade, read aloud, book talks, library book drives, literacy specialists, summer reading, and other items on their jam-packed calendar. She reviewed some upcoming events at the library. ► Fire Chief James McLaughlin said he was here to support the override. He said all departments in town have their challenges. He said the ambulance for them is important. He said this makes sense, and it is fair. He said he has great respect for Mr. Giguere. He said if the override does not pass, they are not going to be able to keep up with the needs of the community; he said he is talking about the third ambulance specifically. He said there will be repercussions from a public safety standpoint if it does not pass. He said they have a great bond with the School Department. ► DPW Director Brutus Cantoreggi said school redistricting and the override are tough discussions. He said the public works budget is only 35 percent salary and 65 percent expenses. He said this year's budget for FY25 was requested as level funded, but it was already cut \$300,000 including but not limited to road maintenance, sidewalks, and tree removal. He said of his budget about 18 percent goes directly to the schools because he takes care of all the facilities outside. He noted inflation. He said they have to make the fields safe to play, parking lot maintenance, potholes in parking lots, trash pickup at the fields and sporting events which is all labor and all costs. He explained without the money, the first thing that goes is the roads such as crack seal and maintenance. He said other things on the highway side are sidewalks, guardrails, and signs. He said they mow a lot of grass for all the fields and clean up the trash. He said they might have to close or not mow fields. He talked about fencing that needs to be repaired. He talked about spring and fall cleanup for the fields and parks. He talked about staffing reductions and equipment maintenance for everything in town. Cutting trees and roadside mowing costs money. Other items such as the recycling center hours, the dog park, holiday decorations, and street lights will need to be decisions that have to be made. He said his department collaborates tremendously with the schools. ► Chief of Police Thomas Lynch congratulated Mr. Giguere for what they were able to do to come up with their facilities plan. He said he is 100 percent behind it. He said the 60/40 split in the pledge is good. He said 2.5 percent each year has not been sustainable. He said there needs to be an override to get us out of this cycle. He said with the Parmenter School closing, there has been a lot of misconception about if the Town Council goes for an override, then you have to close the school. He said that is 100 percent not the case. He said there were studies done many years ago about closing three schools and everyone knew this day was coming. As far as the Police Department, it took eight years to get us where we are today. He said the call for service volume is going through the roof. He said morale is high and police are not ordered to go to work at this time. If the override does not pass and the school does not close and the redistricting done, there will end up being cuts in police. He discussed the police resource officers who work at the schools. He said he likes the word collaboration. ► Town Council members thanked the presenters, asked questions, and made comments. ► Councilor Frongillo said what he has heard today is a no brainer. You cannot have low taxes and a high quality of services. He said we cannot maintain level services with the amount of money

that we have. Every service is going to feel this if we fall short in contributing the amount of money we need to fund our services. He said we have an agreement in place with the schools that they are shoring up their budget. What has been laid out in front of us is a new tax rate of 12.64 percent to provide level services. He said a no vote will lead to worsening services, lowering of property values, and increased fees. He said he is prepared to give voters a choice tonight, and he strongly supports the override.

► Councilor Hamblen said she repeats what Councilor Frongillo said. She thanked Mr. Hellen and Mr. Giguere for their presentations. She thanked all the department heads for being here and that we are all collaborating. She said there have been a lot of emails and letters and they are reading through them all.

► Councilor Dellorco said he agrees we need the money. He said the \$552 per year increase for the override, just so people know, that does not include Tri-County and that will hit in a few years, and the interceptors are separate and will be a 10 percent hike in sewer rates, and he knows they need a police station, so they will have to come back to the citizens for a debt exclusion on that too. So, we may have a low tax rate, but we also have a lot of fees. He wants to make sure people know. He said we need all this to keep service the way it is. He said regarding the School Committee meeting last night, he does not like being bullied and being called names; come up to him and say it to him. ► Councilor Pellegrini said she agrees with all that has been said. She said people are asking how in a few weeks it went down from \$10 million to \$6.8 million. She asked what if the pledge does not get signed by the FinCom and the School Department. ► Mr. Hellen said such a pledge has worked for other towns, but at the end of the day, the School Department has their own autonomy and legal authority. He said the Town Council oversees the town budget for all departments including the School Department. He said he feels passionate that if the community looks to a June 11 date, it is a short timeframe and there can be a lot of debate. There is no legal repercussion for not doing it. ► Councilor Pellegrini said she feels if someone goes into the voting booth, it does not explain what is going on; there needs to be an explanation. She said June 11 is so soon and asked why do we have to rush into this. She noted that if she votes no on the ballot date, that does not mean she does not want to have the election go to the voters. ► Mr. Hellen said if this is approved tonight, one of the first things we will work on is what does this mean and we will put out a card or pamphlet about what a yes vote and a no vote means. He said he believes giving people more certainty with where the money will be spent is better. ► Mr. Giguere said June 11 allows us to have the money for the fiscal year. June 15 is the date that you would have to lay off staff. He said he recognized the timing is short, but the timing is critical. ► Councilor Cormier-Leger said people have to decide what am I willing to take away from my kids because of money. He said he also recognizes the other side; he has retired family on fixed incomes. He said those are tough discussions, but that is how the whole system works. We have to sit with our parents and say, you no longer need the big house that we have moved out of. We need to talk about what is next as a family, and I think somewhere along the lines some of those discussions are not happening because I am hearing from a lot of people that they want to die in their homes that they have lived in forever, and I do not know that this is necessarily possible because expenses keep going up, and it is very difficult for us to do what we need to do for the town without critically looking at that. He said the June 15 date for pink slips at the schools is at the forefront of his mind as to why they need the June 11 date. He said we are in this sort of provincial New England place and everyone wants the best and this is no Alabama where they have a county system that everything is sort of shared. We have municipalities that want the best, but then we do not want to pay. If you want phenomenal services, those things cost money. He said he supports the June 11 date. He said he understands the 60/40 in the MOU. ► Councilor Chandler said the need for the Police Station has nothing to do with the Parmenter School closing. He said the pledge was great and explains it to everyone. He said last night there were things said about the municipal group that were out of line. He said if we vote for the June 11 date, we only have five weeks so we have to get the information out there. He said this is not a slam dunk; he said not everybody is going to vote for this. ► Councilor Sheridan said he was all sold. He said when you lose young teachers that you have just trained, they will get hired by some other town right away. ► Councilor Jones echoed Councilor Frongillo's points. He provided an analogy of his own home that if he had fixed something earlier, it would not have cost as much as it will now cost to fix. He said the town has a choice to make if we are going to make the investment today or let it slide and have to pay more to fix it later. He is in support of the 60/40 and in support of the override. He

said we have had this conversation before. He said he is a taxpayer, too. He said this is a no brainer.

► Chair Mercer said the other Town Council members have said everything eloquently. He talked about collaboration and supports the June 11 date. He noted it is short time, but it started along time ago. He said the covid money ended and now we are back to where we were.

Citizen Comments: ► Audience member said the numbers make sense, but he is concerned about the short turnaround time. He said there were 16 weeks with 30-35 people working on the budget which will get approved at the end of May, but then giving the people 10 days before this vote to figure it out and vote. This is absurd on every level. A reasonable approach would be to give people on both sides ample time to argue for or against and have the vote in November. ► Mr. A. Kruza, 375A Oak Street, said he is amazed that all the Town Council members work for zero money. He said the problem with the presentation is that the entire information was not provided. He asked what the money listed for the salaries is going to be used for. The numbers were skewed which he finds objectionable. He said he has been in the town 47 years and paying taxes. He said his taxes would be raised from \$9,500 to \$13,000. That is a \$3,000 increase; that is 33 percent increase. He said he cannot afford that. ► Mr. Giguere discussed the number of people and schools and children, steps and lanes, and contractual obligations as to where the money part is from. He said he is a taxpayer also. ► Mr. Hellen said he is sure there are lots of estimates out there, and there will be an override calculator out there. ► Mr. McCarthy, Oak Street, said last week at the meeting he heard there was only one tax rate for residential and commercial. He said the City of Boston has a different rate for residential and commercial, and they are now in a commercial real estate collapse in Boston. He said to the idea of shifting the burden to commercial, tread carefully. He said if you try to run this too fast, many people will be suspicious. He said go for November. ► Ms. Jane Callaway-Tripp, 607 Maple Street, asked about slide #4, number 1 and number 2, and does that say in 2030 you could potentially be rebuilding new schools if the number of children registering for school increases. If you think you will be rebuilding schools in six years, it seems not okay to be closing schools down now. ► Mr. Hellen said when you close a school, the MSBA requires a 10-year window before you can apply for a new school. He pointed out the demographic study put out shows declining enrollment through 2029. He said he is skeptical the numbers will climb back up. He said town demographics need to be monitored. He said by 2030, the town must be in a position as to when a new school would be on the block. He said he would not anticipate a new school until well after 2030. ► Mr. Giguere reviewed the timeline for any new school building project and how the MSBA works. ► Ms. Jane Callaway-Tripp said she is not against the schools, but is against things that she is seeing. She said she has spent hours reviewing the fiscal year reports and budget information online. She said it may not break the budget to give some people raises, but it is protocol that if you are asking us to trust everyone who is spending our money, and it is not just two salaries, she can point out at least two more that are getting \$14,000 raises and she has not even looked at the School Department. That is not right. The salaries over \$100,000 are getting \$14,000 raises and the person making \$50,000 is getting a \$1,000 raise. This is not okay. It is also the ones over \$90,000 that are getting these big raises and it is not okay. ► Mr. Ken Ojukwu, 73 South Street, said to recap, the superintendent and town administrator shared what they think will make sense. He noted the department heads that came out and supported the override and the risk it imposes if we do not do it. He said they explained the MOU. He said the key questions are the timing for June or November. He said if we do not do it in June, the risk to towns and schools is significant. He noted the bus and athletic fees that would go up. He said how we inform the people is critical. ► Mr. Scott Geer, 529 Maple Street, said there is a lot of emotion on this decision. He said for families this is an incredibly important decision. He said it sounds like it is being rushed for such an important decision. He explained that he heard if the override is passed, for FY25 it brings us to service level plus and then 60/40 for the remaining years, what position does this put us in for the schools. ► Mr. Bob Dutch, School Business Administrator, spoke about the 60/40 and why he supports it. He said right now the schools represent 53 percent of the budget and another 18 percent that fits in that brings us to about 68 percent of the town's budget. He said that answers the per pupil expenditure. He said that is only the things the school district spends money on. However, the net school spending includes the full number of anything that supports the schools. He explained the 60/40 and how much they get every year. He explained that this would give

them 5 percent for five years. He said this allows them to be truly stabilized and can plan to create beneficial programming for students. He said they are supportive of the 60/40 split. ► Mr. Max Morrongiello, 127 Central Park Terrace, said they have many months to the national election. The election cycle is too long. He said they should get the facts out and make a decision and five weeks is enough time. ► Mr. Dutch responded to June as an issue. He noted the pink slips and laying people off, and there is a cost associated with not doing it in June. He talked about the process of rehiring which is an expense. He said they could lay off the employees and pay the unemployment or gamble and keep them on in hopes the override passes. If it does not, and we need to cut \$4.5 million out of the budget, but we have already paid the people for half the year, that would mean we need to cut \$9 million, and that would not be a good budget. ► Mr. Stephen Malloy, 19 Russett Hill Road, said it is about timing. He said all the Town Council members seem in favor of it. He asked to think about it as the average person. He said it seems like there has been a lot of collaboration, but they are trying to pass it in five weeks. The optics are horrible. He said June is way too early; it seems contrived. He said in November there is a national election, so there will be more turnout; in June there will be lower turnout, and he does not think that is an accident. ► Ms. Celia Courtright, 213 Peck Street, said she wanted to speak on the date of the election. She said it is critical to know what classes high schoolers are going to take and if they have to lay off teachers, they do not know what classes they are going to take. She said if they push this to November, you have to know at the start of the school year if the classes will exist. This is a driving decision on having the election in June. ► Mr. Stephen Pezzella, 5 Downingwood Drive, thanked the fire and police departments for keeping us safe. He said he would be in favor of putting this off also. He said it is too short of a window to make the decision. He said he takes issue with Councilor Cormier-Leger's statement. He said as long as he can still think, his children do not sit him down and tell him where he is going to live tomorrow. He asked Councilor Cormier-Leger to reconsider his position if that is one of his arguments or points. ► Ms. Carol Oneil, 11 Colt Road, said that as a senior citizen, there are concerns. She remembers fighting for things for her children. She said she is not hearing from people that they do not care because they do not have children in school; however, she is hearing moneywise. She said she will never use financial concerns to abdicate her responsibility for the next generation of kids, so she is voting for the override. ► Mr. Mark Minnichelli, 31 Longfellow Drive, thanked the boards who put in countless hours. He said he supports the override and the June date. He said he thinks people who say they can wait are not listening to what the impacts are. He said waiting a few months will probably not substantially change people's vote. ► Ms. Jacqueline Maciel, 95 Elm Street, said she has advice for the superintendent. She said as a teacher, she got pink slipped on April 15; maybe they need to do something better in the contract. She said Councilor Cormier-Leger talked about sports being cut and a bus bill of \$1,100. She said currently the cost is \$360 which calculates to \$1 per day each way which is a bargain. She said she sees many parents pulling kids out of school to go skiing. She said she does not want to spend more tax dollars on the schools. She said if people's taxes go up \$500 this year, then the next year it will go up 2.5 percent on that and on and on. She said the contract they signed is nice, but what happens after five years; where does the money come from. ► Mr. Hellen said a five-year window seems possible, and it is hard to look out past 2030. ► Ms. Jacqueline Maciel, 95 Elm Street, said Councilor Cormier-Leger's threat to take away sports and clubs has been used by school systems for decades. ► Mr. Giguere said he does not make threats. He said he suggested they would need to self-fund athletics. He said they do not go in front of Town Council until May 24, so they could not do the April 15 date for pink slips. The contracts align with the budget process. He said he does not appreciate her tone or her assumptions and assertions. ► Mr. Jeff Nutting, 2 Magnolia Drive, said this is a community, not a school, override. He said if this is not funded, it is going to hit them first, then police and fire. He said \$500 is not a lot of money when you want an ambulance at your front door. He said it took nine years to get off the waiver system in the library. It is time to pay the \$500 and make the community strong. ► Ms. Laura Minnichelli, 98 Brook Street, said her vision of the town is to have all these services funded. She said people are not going to want to work here if we lay off teachers. She said that is why we need a June vote. ► Ms. Meaghan Benson (via Zoom) said she has three kids in elementary school and knows they need money. She mentioned the risk of putting the vote forth in June. She said rushing the process will just lead to people feeling blindsided and deceived and that can lead to

anger. If the override were to pass in June this way, another one or any debt exclusions would not pass for a very long time. She said there might be administrators in town thinking that the redistricting now was a good idea, but that is not the case. She has spoken with many parents who were in favor of an override, but will now not vote for one. The idea that you have decided to take away neighborhood schools and ask for more money at the same time is not going over well. She said she does not think June is the right time to do this. She said there is a right way and wrong way for the schools to get money. ► Ms. Patty Dolan, 35 Townline Road (via Zoom), thanked Mr. Hellen and Mr. Giguere for the work they put in putting the plans together. She said the school plan is bold, but she has confidence in Mr. Giguere. She urged community members to vote for the override. ► Ms. Roberta Trahan, 1 Green Street (via Zoom), said we are at the top of the cliff and falling over. She said there is time for everyone to understand what is going on. She said anyone who does not understand by now will be voting no whether it is June or November. She said everyone has all the information they need. ► Ms. Jenna Cohen, 14 Elm Street, said she echoed what Councilor Frongillo said, and we have to be bold and do our part as citizens to educate ourselves with information. ► **Yes-9, No-0, Absent-0.**

- b. **Resolution 24-20: Setting Date of Proposition 2 ½ Override Ballot (Motion to Approve Resolution 24-20 - Majority Vote).** ► Councilor Jones read the resolution. ► **MOTION to Approve Resolution 24-20: Setting Date of Proposition 2 ½ Override Ballot, for June 11, 2024, by Dellorco. SECOND by Hamblen. No discussion, ► VOTE: Yes-8, No-1, Absent-0.** (Councilor Pellegri voted No.)
- c. **Resolution 24-21: Proposition 2 ½ Override Ballot Question (Motion to Approve Resolution 24-21 - Majority Vote).** ► Councilor Jones read the resolution. ► **MOTION to Approve Resolution 24-21: Proposition 2 ½ Override Ballot Question by Dellorco. SECOND by Hamblen. Discussion:** ► Councilor Pellegri questioned that all information would be sent out to voters. ► Mr. Hellen said they were doing a pamphlet with what a yes or no vote means. ► **VOTE: Yes-9, No-0, Absent-0.**

Chair Mercer stated that it is very late. He would like to move these Legislation for Action items to a future meeting on June 5, with the exception of the gifts.

- d. **Resolution 24-22: Adoption of Fiscal Policies (Motion to Approve Resolution 24-22 - Majority Vote).** Item not taken.
- e. **Zoning Bylaw Amendment 24-906: Changes to §185-3. Definitions, Mixed Use Development Definition - Referral to the Planning Board (Motion to Refer Zoning Bylaw Amendment 24-906 to the Planning Board - Majority Vote).** Item not taken.
- f. **Zoning Bylaw Amendment 24-907: Changes to §185-21 Parking, Loading and Driveway Requirements, Elimination of Minimum Parking Requirements in Downtown Commercial Zoning District - Referral to the Planning Board (Motion to Refer Zoning Bylaw Amendment 24-907 to the Planning Board - Majority Vote).** Item not taken.
- g. **Zoning Bylaw Amendment 24-908: §185 Attachment 7. Part VI, Addition of Mixed Use Development to Use Regulation Schedule - Referral to the Planning Board (Motion to Refer Zoning Bylaw Amendment 24-908 to the Planning Board - Majority Vote).** Item not taken.
- h. **Resolution 24-23: Acceptance of Gift - Town of Franklin (\$300,000) (Motion to Approve Resolution 24-23 - Majority Vote).** ► Councilor Jones read the resolution. ► **MOTION to Approve Resolution 24-23: Acceptance of Gift - Town of Franklin (\$300,000), to be applied to the cost of a playground to be installed at King Street Memorial Park, donated by the Where Angels Fly Foundation and the Venables Family, by Dellorco. SECOND by Hamblen. Discussion:** ► Mr. Ryan Jette said they are accepting a donation of \$300,000 from Where Angels Fly Foundation that is partnering with the Venables Family, to honor the life of Jersey Mike's Subs' Brian Venables, to build a state of the art, ADA accessible

playground at Memorial Park. ► Councilor Dellorco thanked the donors. ► **VOTE: Yes-9, No-0, Absent-0.**

- i. Resolution 24-24: Acceptance of Gift of Trees - Town of Franklin (Motion to Approve Resolution 24-24 - Majority Vote).* ► Councilor Jones read the resolution. ► **MOTION to Approve** Resolution 24-24: Acceptance of Gift of Trees - Town of Franklin, 100 trees donated by TruGreen, by **Dellorco. SECOND** by **Hamblen. Discussion:** ► Mr. Hellen thanked all for the donation. ► Ms. Frigulietti, said they did a small ceremony of accepting the trees with the DPW. She said they were grateful to Representative Roy and TruGreen. ► **VOTE: Yes-9, No-0, Absent-0.**
- j. Resolution 24-25: Acceptance of Gift - Conservation Commission (\$50) (Motion to Approve Resolution 24-25 - Majority Vote).* ► Councilor Jones read the resolution. ► **MOTION to Approve** Resolution 24-25: Acceptance of Gift - Conservation Commission (\$50), from the Ecological Landscape Alliance, by **Dellorco. SECOND** by **Hamblen. Discussion:** ► Chair Mercer thanked the donors. ► Councilor Frongillo said that is someone who went out of their way to contribute to the local community with a little extra money. They are incredibly grateful to all donors. ► **VOTE: Yes-9, No-0, Absent-0.**

Chair Mercer said they would adjourn now.

TOWN ADMINISTRATOR’S REPORT: Item not taken.

SUBCOMMITTEE REPORTS: Item not taken.

- a. **Capital Budget Subcommittee.**
- b. **Economic Development Subcommittee.**
- c. **Budget Subcommittee.**
- d. **Master Plan Update Committee.**
- e. **Davis-Thayer Building Reuse Advisory Committee.**
- f. **Police Station Building Committee.**
- g. **GATRA Advisory Board.**

FUTURE AGENDA ITEMS: Item not taken.

COUNCIL COMMENTS: Item not taken.

EXECUTIVE SESSION: None.

ADJOURN: ► **MOTION to Adjourn** by **Dellorco. SECOND** by **Jones. No discussion.** ► **VOTE: Yes-9, No-0, Absent-0.**

Meeting adjourned at 11:16 PM.

Respectfully submitted,

Judith Lizardi
Recording Secretary

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



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OFFICE OF THE TOWN ADMINISTRATOR

Memorandum

May 31, 2024

To: Town Council
From: Jamie Hellen, Town Administrator
Amy Frigulietti, Deputy Town Administrator

Re: Resolution 24-36: Verizon New England, Inc. Cable License Renewal

We are asking the Town Council to approve Resolution 24-36 which if approved will authorize the renewal of the Town's license agreement with Verizon for competitive cable television services and for funding the operation of Franklin TV.

The Town's current license agreement with Verizon was last renewed in 2018 with a 5 year term, and expired in 2023. Resolution 24-36 proposes to renew the agreement for 5 years. A copy of the proposed license agreement is included in the agenda packet for the June 5, 2024 Town Council meeting. A copy of a summary is also included.

Please let us know if you have any questions.

**TOWN OF FRANKLIN
TOWN COUNCIL
NOTICE OF PUBLIC PROCEEDING
REGARDING
THE RENEWAL OF CABLE TELEVISION LICENSE
OF
VERIZON NEW ENGLAND INC.**

**Wednesday, June 5, 2024 at 7:00 P.M.
Council Chambers of the Franklin Municipal Building
355 East Central Street
(This Hearing Will Also Be Available Remotely)**

The Franklin Town Council, as the Cable Television License Issuing Authority for the Town of Franklin will hold a Public Hearing regarding a Renewal Cable Television License for Verizon New England Inc. The hearing will be held during the Town Council's public meeting on June 5, 2024 beginning at 7:00 PM in the Council Chambers of the Municipal Building (355 East Central Street), and will be available remotely for participation and/or viewing via the Zoom platform. Residents can visit the Town Website (Franklinma.gov) on or after Friday, May 31, 2024 and click on the Town Calendar for up-to-date information on how to remotely access the meeting. Any questions can be directed to the Town Administrator's Office at (508) 520-4949.

The hearing is being held pursuant to Massachusetts Cable Law (Chapter 166A, Section 13 of the General Laws) and the cable license renewal regulations (207 C.M.R 3.05), Section 626(h) of the Cable Act (47 USC Sec. 546(h) and any other applicable cable television renewal license, laws, regulations or requirements, regarding the renewal of the cable television license.

Any applications, reports, statements and/or amendments, including a copy of the Renewal License as proposed at that time will be available for review and/or download and for reproduction at a reasonable fee for a paper copy from the Town Administrator's Office.

**TOWN OF FRANKLIN
Town Administrator's Office
On Behalf of The Town Council**

May 22, 2024

May 29, 2024

Summary
Of
Proposed Cable Television Renewal License and Agreement
Town of Franklin – Verizon New England, Inc.
from
Attorney William Solomon, Special Counsel
(May 30, 2024)

Verizon Cable Subscribers as of 12/31/23 – 3,551. (Note – Comcast had 3,552 Cable Subscribers in Franklin as of 12/31/23)

License Term/Verizon Right to Unilateral Termination Effective After 37 Months – The License term is five (5) years from the Effective Date (June 5, 2024 – June 4, 2029). Verizon may terminate this License upon two hundred and seventy (270) days’ written notice to the Issuing Authority, however Verizon may not provide a notice of termination sooner than the beginning of the 28th month following the Effective Date. (Section 2.4.)

In the event of such termination, all PEG Access Capital Payments will have been made to the Town prior to the effective date of termination. (Note – in consideration of this right to early termination, Verizon’s full capital payment is pursuant to the last draft sent to Verizon paid within 2 years of the Effective Date. (See further description of PEG Capital below.)

PEG Access Channels – The Licensee shall continue to make available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, three (3) SD PEG Access Channels on its Basic Service Tier and one (1) HD PEG Access Channel. The programming on the HD PEG Access Channel shall be distinct programming. The Issuing Authority or the PEG Access Designee may subsequently change the programming on the HD PEG Access Channel from distinct programming to an HD simulcast of an existing SD PEG Access Channel, upon one hundred (180) days prior written notice from the Issuing Authority to the Licensee, which change shall not occur more than once during the License term.

- # PEG Access Annual Support – continuation of 5.00% of annual Gross Revenue, which percentage was previously increased to said 5.00% based on the increase thereto in the Comcast License. (5% is the cap on a franchise fee in the federal “Cable Act”). If the Town issues or renews any cable licenses on or after the Effective Date that provide for a lower percentage of PEG Access Support, then the Licensee’s percentage of PEG Access Support payments shall be reduced to match such lower percentage over that same time period. PEG Access Annual Support will continue to be paid quarterly. (There is no basis for believing that this reduction in percentage support will ever occur.) (Section 5.4.)

- # PEG Capital Grant – Licensee shall pay to the Issuing Authority, or to the PEG Access Designee if requested in writing by the Issuing Authority, a PEG grant to be used for PEG Access Channel capital funding purposes in the total amount of Two Hundred Seventy-Four Thousand Four Hundred Sixty Dollars (\$274,460.00) (the “PEG Grant”) payable in three installments. The first payment of Ninety-One Thousand Four Hundred Eight-Six Dollars and Sixty-Six Cents (\$91,486.66.00) shall be made within forty-five (45) days of the Effective Date. The two subsequent payments of Ninety-One Thousand Four Hundred Eight-Six Dollars and Sixty-Seven Cents (\$91,486.67.00) shall each be made on the first (1st) and second (2nd) anniversaries of the Effective Date.

- # PEG Interconnection and Cablecasting - The Licensee shall continue to connect by fiber to equipment owned by the Town and/or the PEG Access Designee at the PEG access studio (23 Hutchinson Street, Franklin, MA) (“PEG Access Studio”).

- # Electronic Program Guide - If Verizon lists PEG Access Channel program content titles on its electronic program guide in any other municipality in the State (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss with the Issuing Authority or its PEG Access Designee, the technical feasibility and commercial reasonability of listing the Town’s PEG Access Channel program content titles on the Licensee’s electronic program guide and the provision thereof by the Licensee; however, the Licensee shall not be required by this Section 5.8 to list the Town’s PEG Access Channel program content titles on its electronic program guide. (Section 5.8)

- # PEG Access Video-On-Demand - If Verizon provides any other municipality in the state with PEG Access Channel “video-on-demand” (VOD) (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss with the Issuing Authority, the technical feasibility and commercial reasonability of providing, and the provision of PEG Access Channel programming VOD in the Town; however, the Licensee shall not be required by this Section to provide PEG Access Channel programming VOD in the Town. (Section 5.9)

- # Cable Service To Public Buildings – Subject to Section 3.1 and the applicable provisions of the FCC’s 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the “621 Order”), as such 621 Order may be in effect and/or amended during the term of this License, if requested in writing by the Issuing Authority, Licensee shall provide in a reasonable amount of time and after notifying the Issuing Authority of the process by which it shall implement the 621 Order’s requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license, one Cable Service drop, an outlet, and monthly Basic Service along its activated Cable System route in the Town at no cost to public buildings in the Town. The current list of public buildings is set forth in Exhibit A of the License.

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

JUNE 5, 2024

TOWN COUNCIL

**TOWN OF FRANKLIN,
MASSACHUSETTS**

TABLE OF CONTENTS

ARTICLE	PAGE
1. DEFINITIONS	1
2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS	7
3. PROVISION OF CABLE SERVICE	10
4. SYSTEM FACILITIES	12
5. PEG SERVICES AND SUPPORT	12
6. FRANCHISE AND LICENSE FEES	17
7. CUSTOMER SERVICE	18
8. REPORTS AND RECORDS AND PERFORMANCE EVALUATIONS	19
9. INSURANCE AND INDEMNIFICATION	21
10. PERFORMANCE BOND	22
11. TRANSFER OF LICENSE	23
12. RENEWAL OF LICENSE	24
13. ENFORCEMENT AND TERMINATION OF LICENSE	24
14. MISCELLANEOUS PROVISIONS	26

SIGNATURE PAGE

EXHIBIT

EXHIBIT A – PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE (CURRENT DESIGNATION) IF REQUESTED IN WRITING BY THE ISSUING AUTHORITY (SUBJECT TO SECTION 3.4)

THIS CABLE RENEWAL LICENSE AGREEMENT (this “License”) is entered into by and between the Town Council of the Town of Franklin, as Issuing Authority for the grant of cable television licenses pursuant to the Massachusetts Cable Law (M.G.L. c. 166A), and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Title VI (as hereinafter defined) (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority granted to Licensee effective as of September 26, 2018, a nonexclusive Cable Television Renewal License to install, maintain, extend, and operate a Cable System in the Town for a term of five (5) years (the “2018 Renewal License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the 2018 Renewal License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the 2018 Renewal License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the 2018 Renewal License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the 2018 Renewal License to operate a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the Town.

NOW, THEREFORE, in consideration of the Issuing Authority’s grant of a renewal License to Licensee, Licensee’s promise to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this License. For the purpose of this License, the following words, terms, phrases and their derivations shall have the meanings

given herein, unless the context clearly requires a different meaning in which case such other meaning shall apply. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel which Licensee shall make available to the Town and/or the PEG Access Designee without charge for non-commercial public, educational, or governmental use for the transmission of Video Programming as directed by the Issuing Authority or the PEG Access Designee.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Licensee.

1.3. *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this License.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable or its successor.

1.5. *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6).

1.6. *Cable System or System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7).

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.8. *CMR*: The Code of Massachusetts Regulations.

1.9. *Communications Act*: The Communications Act of 1934, as amended (47 U.S.C. § 101 et seq.), which includes the Cable Communications Policy Act of 1984, as amended (including as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996).

1.10. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of corporate affairs.

1.11. *Educational Access Channel*: An Access Channel made available by the Licensee to the Town pursuant to the terms and conditions of this License and available for the non-commercial use of the local public schools in the Town and/or of the PEG Access Designee.

1.12. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.13. *Force Majeure*: An event or events reasonably beyond the ability of Licensee or the Issuing Authority to anticipate and control. With respect to the Licensee, Force Majeure includes, but is not limited to, severe or unusual weather conditions, epidemics, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Licensee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Licensee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.14. *Franchise Fee*: Shall have the meaning as set forth in Section 622(g) of the Communications Act (47 U.S.C. §542(g)).

1.15. *FTTP Network*: Shall have the meaning set forth in the recitals of this License.

1.16. *Government Access Channel*: An Access Channel made available by the Licensee to the Town pursuant to the terms and conditions of this License and available for the non-commercial use of the Issuing Authority and/or the PEG Access Designee.

1.17. *Gross Revenue*: All revenue, determined in accordance with United States Generally Accepted Accounting Principles ("GAAP"), which is derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees, charges and payments collected from Subscribers for Cable Services; installation, reconnection, change-in-service (upgrades, downgrades, etc.) and similar charges; revenues received from rentals or sales to Subscribers of converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; fees from third parties for leased access programming; revenues that the Licensee receives from home shopping channels for the use of the Cable System to sell merchandise as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; and all fees imposed on the Licensee by this License and applicable law that are passed through and paid by Subscribers (including the License Fee, the PEG Access Support, and the PEG Grant) as long as the Issuing Authority provides evidence that the PEG Grant of the other cable provider(s) in the Town is included in their respective gross revenue. Gross Revenue shall include revenue of an Affiliate only to the extent that such Affiliate revenue relates to the provision of Cable Services over the Cable System in the Town, and not the revenues of any such Affiliate that are not related thereto. In no event shall revenue of an Affiliate be Gross Revenue to the Licensee if such revenue is otherwise subject to Franchise Fees and paid to the Issuing Authority. If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, nothing herein shall prevent the Licensee from allocating a greater amount of the combined revenue to Cable Services than is otherwise provided pursuant to GAAP.

Provided, however, that Gross Revenue shall not include:

1.17.1. Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System, except to the extent that such revenues are derived from the operation of the Cable System to provide Cable Service in the Town;

1.17.2. Bad debts written off by Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.17.3. Refunds, rebates or discounts made to Subscribers;

1.17.4. Any revenues classified as Non-Cable Services revenue under federal or State law including, without limitation, revenue received from Telecommunications Services; or revenue received from Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services;

1.17.5. Any revenue of the Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.17.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required by law to pay (and does pay) Franchise Fees and other cable license fees to the Town on the resale of the Cable Services. Nothing under this Section is intended to limit the rights of the Town pursuant to Section 622(h) of the Communications Act (47 U.S.C. § 542(h));

1.17.7. Any tax of general applicability imposed by a town, the State, federal or any other governmental entity and required to be collected from Subscribers by Licensee and remitted to the taxing entity (including, but not limited to, sales/use taxes);

1.17.8. Any revenue foregone as a result of the Licensee's provision of free or reduced cost Cable Services as required by this License to any Person, including without limitation, employees of Licensee and public institutions or other institutions as required or permitted herein and to other customers which are exempt, as required or allowed by the Town; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.17.9. Revenues from the sales of capital assets or sales of surplus equipment;

1.17.10. Program launch fees; and

1.17.11. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing.

1.18. *High-Definition (HD) PEG Access Channel:* A PEG Access Channel in the high-definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p or 1080i.

1.19. *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

1.20. *Internet Access Service:* Dial-up or broadband access service that enables access the Internet.

1.21. *Issuing Authority:* The Town Council of the Town of Franklin, Massachusetts.

1.22. *License Fee:* The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 9 of the Massachusetts Cable Law.

1.23. *Licensee:* Verizon New England, Inc., and its lawful and permitted successors, assigns and transferees.

1.24. *Massachusetts Cable Law:* Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.25. *Non-Cable Services:* Any service that does not constitute Cable Service(s), including, but not limited to, Information Services and Telecommunications Services.

1.26. *Normal Business Hours:* Those hours during which Licensee's retail locations in the community are open to serve customers and absent such a retail location, then those hours most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

1.27. *PEG:* Public, educational, and governmental.

1.28. *PEG Access Channel:* An Access Channel that the Licensee makes available to the Town for non-commercial use pursuant to the terms and conditions of this License, and managed by the Issuing Authority and/or the PEG Access Designee.

1.29. *PEG Access Designee:* Any entity designated in writing by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming, including, but not limited to, the Town itself, the Franklin Public Schools and/or an access corporation.

1.30. *PEG Access Programming*: Non-commercial Video Programming transmitted on the PEG Access Channel(s) pursuant to the terms of this License, and applicable laws.

1.31. *Person*: An individual, partnership, association, joint stock company, trust, corporation, other business entity, or governmental entity.

1.32. *Public Access Channel*: An Access Channel made available to the Town pursuant to the terms and conditions of this License and available for the use by the residents in the Town and managed by the Issuing Authority and/or the PEG Access Designee.

1.33. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town.

1.34. *Service Area*: The entire existing territorial limits of the Town.

1.35. *Standard Definition (“SD”) PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i.

1.36. *State*: The Commonwealth of Massachusetts.

1.37. *Subscriber*: A Person who lawfully receives Cable Service in the Town.

1.38. *Telecommunications Facilities*: Licensee’s existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.39. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

1.40. *Title II*: Title II of the Communications Act, Common Carriers.

1.41. *Title VI*: Title VI of the Communications Act, Cable Communications.

1.42. *Town*: The Town of Franklin.

1.43. *Transfer*: Any transaction in which:

1.43.1. an ownership or other interest in Licensee is transferred or assigned, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Licensee is transferred; or

1.43.2. the rights held by Licensee under the License are transferred or assigned to another Person or group of Persons.

1.44. *Video Programming*: Shall be defined herein as it is defined under Section 602(20) of the Communications Act, 47 U.S.C. § 522(20).

1.45. *Video Service Provider or VSP*: Any entity using the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, regardless of the transmission method, facilities or technologies used.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.25. *Grant of Authority*: Subject to the terms and conditions of this License and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee the right to operate and maintain a Cable System along the Public Rights-of-Way within the Town, for the purpose of providing Cable Service. Reference herein to "Public Rights-of-Way" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town or which is inconsistent with the purposes for which it was taken, purchased and/or dedicated. This License grants no authority for the Licensee to use the Public Rights-of-Way within the Town for any other purpose unless otherwise provided herein. However, nothing in this License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law provided that any requirements for Town authorization or permitting not inconsistent with federal and State law are satisfied. The Licensee's FTTP Network in the Public Rights-of-Way, which the Licensee has upgraded under its Title II authority, is subject to M.G.L. c. 166. The Licensee shall adhere to all applicable Town bylaws and lawful regulations of the Town regarding rights-of-way and public works matters, including rights-of-way management requirements with regard to public safety and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right of the Licensee to challenge the legality of such a Town bylaw or regulation. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this License.

2.26. *Issuing Authority Does Not Regulate Telecommunications*: The parties recognize that the Licensee's FTTP Network is constructed, operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the Town over such Telecommunications Facilities is restricted by federal and State law, and the Town does not assert jurisdiction over the Licensee's FTTP Network in contravention of those limitations. Therefore, the Issuing Authority's regulatory authority under Title VI is not applicable to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained and operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.27. *Term:* This License shall become effective on June 5, 2024 (the “Effective Date”). The term of this License shall be five (5) years from the Effective Date and shall expire at midnight on June 4, 2029, unless this License is earlier revoked or terminated as provided herein.

2.4 *Termination Generally:* Notwithstanding any provision herein to the contrary, Licensee may terminate this License upon two hundred seventy (270) days’ written notice to the Issuing Authority. Licensee shall not provide the notice of termination sooner than the beginning of the 28th month following the Effective Date.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If the Issuing Authority enters into any cable franchise, cable license or similar agreement with a VSP to provide Video Programming services to residential subscribers in the Town with terms or conditions materially less burdensome than those imposed by this License, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority’s receipt of Licensee’s written notice thereof, commence negotiations to modify this License to provide that this License is not on terms or conditions materially more burdensome than the terms in any such cable franchise, cable license or similar agreement. Any modification of the License pursuant to the terms of this Section shall not trigger the requirements of 207 CMR 3.07. The PEG Access Support, as provided in Section 5.4, will not be subject to modification under this Section 2.5.1 or 2.5.2.

2.5.2. Licensee’s notice pursuant to Section 2.5.1 shall specify the cable franchise, cable license or similar agreement and the materially less burdensome terms or conditions as set out in Section 2.5.1 above. Licensee shall respond to reasonable information requests from the Town, as may be necessary to review the same.

2.5.3. In the event the parties do not, subject to the criteria above, reach mutually acceptable agreement on a modification as set out above, Licensee shall in its sole discretion, have the option of exercising any of the following actions:

a. commencing License renewal proceedings in accordance with 47 U.S.C. 546 with the License term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Licensee’s written notice to seek relief hereunder;

b. terminating the License in no less than thirty-six (36) months from written notice to the Issuing Authority;

c. if agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

d. if agreed to by both parties, submitting the matter to mediation by a mutually-acceptable mediator.

2.5.4. Modification of the PEG Access Support under this License shall, as applicable, be in accordance with the terms and conditions set forth in Section 5.4 hereunder. As stated above, PEG Access Support is not subject to modification under Section 2.5.1.

2.6. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this License. Any such rights shall not be in conflict with the authority as granted by this License. Disputes between the Licensee and other parties regarding use of Public Rights-of-Way shall be resolved in accordance with applicable law.

~~2.7.~~—*License Subject to Federal and State Law/Preemption:* This License is subject to and shall be governed by all applicable provisions of federal and State law and regulations as they may be amended, including but not limited to the Communications Act and the Massachusetts Cable Law. In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this License, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the parties hereto.

2.8. *No Waiver:*

2.8.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, the Massachusetts Cable Law or any other applicable law, bylaw or lawful regulation shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing by the Issuing Authority.

2.8.2. The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not be deemed to constitute a waiver of such right or of performance of this License, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing by the Licensee.

2.9. *Construction of License:*

2.9.1. The provisions of this License shall be construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.9.3. Should any change to local bylaws, rules or regulations cause the Licensee's provision of Cable Services in the Town to be commercially impracticable, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticability. If the parties cannot reach agreement on the above-referenced modification to this License, then, at the Licensee's option the parties shall submit the matter to binding arbitration.

2.10. *Police Powers:* Nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police powers causes the Licensee's provision of Cable Services in the Town to be commercially impracticable, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticability. If the parties cannot reach agreement on the above-referenced modification to this License, then, at the Licensee's option, the parties shall submit the matter to binding arbitration.

2.11. *Compliance with Federal and State Privacy Laws:* Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or bylaws which conflict with such applicable federal and/or State privacy laws, or which would impose additional or distinct requirements upon Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

3. PROVISION OF CABLE SERVICE

3.6. *Service Area:*

3.6.1. *Service Area:* Subject to the issuance of all necessary permits by the Town, the Licensee shall continue to offer Cable Service to all residential households in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in the Town; (D) in developments or buildings that are subject to claimed exclusive arrangements with other cable providers; (E) in developments, buildings or other residential dwelling units that Licensee cannot obtain permission to access under reasonable terms and conditions after good faith negotiation, as determined in good faith by Licensee; and (F) in developments, buildings or other residential dwelling units where the Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis or where the Licensee determines, in good faith, that providing such service is not commercially reasonable; and (G) in areas where the occupied residential household density does not meet the density requirement set forth in Section 3.1.2.

3.6.2. *Density Requirement:* Subject to Section 3.1.1, Licensee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than twenty-four (24) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.7. *Availability of Cable Service and Standard Drops:* Licensee shall make Cable Service available to all residential dwelling units within the Town in conformance with Section 3.1, and Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Licensee provides Cable Service, the Licensee shall be required to connect, at Licensee's expense other than a standard installation charge, all residential dwelling units that are within two hundred (200) feet of trunk or feeder lines not otherwise already served by Licensee's FTTP Network. Where a residential Subscriber connection exceeds such length, the Licensee shall be allowed to recover from such Subscriber the actual cost of such connection attributable to the distance in excess of the length above.

3.8. *Availability of Cable Service To Businesses:* The Licensee may make Cable Service available to businesses. The Licensee may recover the actual cost incurred to connect any business to the Cable System for the provision of Cable Service.

3.9. *Cable Service to Public Buildings:* Subject to Section 3.1 and the applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), as such 621 Order may be in effect and/or amended during the term of this License, if requested in writing by the Issuing Authority the Licensee shall provide in a reasonable amount of time and after notifying the Issuing Authority of the process by which it will implement the 621 Order's requirements regarding the provision

of free or discounted Cable Service to public buildings under a cable license, one Cable Service drop, an outlet and monthly Basic Service along its activated Cable System route in the Town at no cost to public schools, police and fire stations, public libraries, and other public buildings designated in writing by the Issuing Authority. All such written designations shall include the street address of each building. The current designation of such buildings and their addresses is set forth in **Exhibit A**. The Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section. The parties hereto agree that the exercise of any conditional obligations set forth in this Section shall not constitute a modification or amendment of the License within the meaning of 207 CMR 3.07.

4. SYSTEM FACILITIES

4.6. *System Characteristics:* Licensee's Cable System shall meet or exceed the following requirements and/or have at least the following characteristics:

4.6.1. The Cable System shall be operated with an initial digital passband of 50-860 MHz.

4.6.2. The Cable System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.6.3. The Cable System shall comply with applicable FCC technical standards, as such standards may be amended from time to time.

4.6.4. The Cable System shall conform in all material respects to the following standards to the extent applicable: the Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Cable Division and the FCC.

4.7. *Emergency Alert System:* Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable State and local EAS Plans in order that emergency messages may be distributed over the Cable System.

4.8. *Parental Control Capability:* The Licensee shall comply with all applicable requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

5. PEG SERVICES AND SUPPORT

5.6. *PEG Access Channels:*

5.6.1. The Licensee shall continue to make available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority,

three (3) SD PEG Access Channels on its Basic Service Tier and one (1) HD PEG Access Channel. The programming on the HD PEG Access Channel shall be distinct programming. The Issuing Authority or the PEG Access Designee may subsequently change the programming on the HD PEG Access Channel from distinct programming to an HD simulcast of an existing SD PEG Access Channel, upon one hundred (180) days prior written notice from the Issuing Authority to the Licensee, which change shall not occur more than once during the License term. Only to the extent permitted by law, the Licensee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

5.6.2. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution of 720p or 1080i. The Issuing Authority expressly acknowledges that in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.1.3. The Issuing Authority hereby authorizes the Licensee to carry PEG Access Programming within the Town’s jurisdictional boundaries and outside the Town’s jurisdictional boundaries to other areas that are served out of the same central offices of the Licensee as those that serve the Town, provided that PEG Access Programming from outside the Town, which is carried in the Town shall not be cablecast on any of the PEG Access Channels made available to the Issuing Authority and/or the PEG Access Designee. The Licensee reserves the right to make or change PEG Access Channel assignments in its sole discretion, subject to any applicable law and regulations. If a PEG Access Channel provided under this Article is not being utilized by the Issuing Authority and/or the PEG Access Designee, other than due to Force Majeure, the Licensee may utilize such PEG Access Channel by providing at least one hundred twenty (120) days advance written notice to the Issuing Authority, but only in the event that the Issuing Authority or the PEG Access Designee does not commence use of said PEG Access Channel within said one hundred twenty (120) day notice period. In the event that the Issuing Authority and/or the PEG Access Designee determines to use such PEG Access capacity for PEG Access purposes, the Issuing Authority shall have the right to utilize such PEG Access Channel by providing at least one hundred twenty (120) days advance written notice to the Licensee.

5.7. *PEG Interconnection and Cablecasting:*

5.2.1. The Licensee shall continue to connect by fiber to equipment owned by the Town and/or the PEG Access Designee at the PEG access studio (23 Hutchinson Street, Franklin, MA) (“PEG Access Studio”). The Licensee shall be responsible for interconnection at this location, including any approvals and/or costs arising therefrom. The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the Town’s PEG Access Designee, shall be required to pay Licensee for all direct or reasonably related costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or the PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation

and/or replacement is caused by the Town or the PEG Access Designee and initiated by the Issuing Authority or the PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or the PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to Licensee's prior disclosure of such costs and prior express written consent to same by the Issuing Authority or the PEG Access Designee. Any upgrade or change referenced in subsections (i) and (iv) above required in order for PEG Access Channel cablecasting or PEG Access Channel programming as provided to Subscribers to meet a requirement of applicable law or regulation, including with respect to video or audio quality, shall not be deemed to be "initiated" by the Issuing Authority or its PEG Access Designee.

5.2.2. The demarcation point between the Licensee's signal processing equipment (which the Licensee shall own, install and maintain) and the Town's and/or PEG Access Designee's PEG Access Programming equipment shall be at the output of the Town's or PEG Access Designee's signal processing equipment at the PEG Access Studio. The Town and/or PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG Access Programming up to the demarcation point and for providing that all PEG Access Programming is inserted on the appropriate upstream PEG Access Channel. All PEG Access Programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town or the PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town's or PEG Access Designee's side of the demarcation point and used to generate or administer any PEG Access signals, except as necessary to implement the Licensee's responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues.

5.2.3. The Licensee shall provide, install, maintain, repair and replace all equipment necessary to receive and transmit all such PEG Access Programming and all PEG Access Channels to Subscribers, including any amplification, optical conversion, receiving, cable system headend, processing, and transmitting equipment needed.

5.2.4. The Licensee shall monitor the PEG Access Channels for technical quality consistent with applicable FCC technical standards, as such standards may be amended from time to time, and shall ensure that they are maintained at standards the same or better than those which apply to the Cable System's commercial channels of similar format and resolution, provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions, nor for any deficiencies in the source signal it receives from any party over which the Licensee has no control.

5.3. *PEG Grant:*

5.3.1. Licensee shall pay to the Issuing Authority, or to the PEG Access Designee if requested in writing by the Issuing Authority, a PEG grant to be used for PEG Access Channel capital funding purposes in the total amount of Two Hundred Seventy-Four Thousand Four Hundred Sixty Dollars (\$274,460.00) (the “PEG Grant”) payable in three installments. The first payment of Ninety-One Thousand Four Hundred Eight-Six Dollars and Sixty-Six Cents (\$91,486.66.00) shall be made within forty-five (45) days of the Effective Date. The two subsequent payments of Ninety-One Thousand Four Hundred Eight-Six Dollars and Sixty-Seven Cents (\$91,486.67.00) shall each be made on the first (1st) and second (2nd) anniversaries of the Effective Date. The Issuing Authority and/or PEG Access Designee, as determined by the Issuing Authority, shall own all facilities and equipment purchased with the PEG Grant. The Licensee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Grant.

5.3.2. Licensee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the PEG Grant remittances within ninety (90) days following the PEG Grant payment date for which such payments were applicable. Any such refund shall be requested in writing by Licensee and shall include an itemized account of the basis of the refund requested. The PEG Grant shall not be counted against either the PEG Access Support payment required by Section 5.4, or any License Fee required by Section 6.1.

5.4. *PEG Access Support:*

5.4.1. The Licensee shall provide annual funding to the Issuing Authority for PEG Access Channel operating support or other PEG Access Channel costs and expenses (“PEG Access Support”) in the amount equal to five percent (5.0%) of annual Gross Revenue as defined above, subject to the limitation in Section 6.2. If the Town issues or renews any cable licenses on or after the Effective Date that provide for a lower percentage of PEG Access Support, then the Licensee’s percentage of PEG Access Support payments shall be reduced to match such lower percentage over that same time period. The Issuing Authority shall place Licensee’s PEG Access Support payments in a restricted account for cable related purposes in the nature of a grant account and not into the general fund, which account will be under the Issuing Authority’s control.

5.4.2. The PEG Access Support payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such payment shall be accompanied by a Gross Revenue report documenting, in reasonable detail, the Gross Revenue as defined above. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, and shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances, within ninety (90) days following the close of the calendar year for which such payments were applicable. For purposes of the PEG

Access Support payment, the period for determining Gross Revenues shall be the preceding calendar quarter.

5.4.3. In no case shall said five percent (5.0%) payments include: (i) the PEG Grant; (ii) costs of PEG Access Channels, interconnection and cablecasting obligations; or (iii) any other fees or payments required by applicable law, except as provided in Section 6.2, below; provided however, that said five percent (5.0%) payments shall be a Franchise Fee, and subject to the five percent (5.0%) cap on Franchise Fees pursuant to Section 622(h) of the Communications Act (47 U.S.C. §542(b)).

5.5. *PEG Operational Rules:* The Issuing Authority or PEG Access Designee shall require all local producers and users of any of the PEG facilities or PEG Access Channels to agree in writing to authorize the Licensee to transmit programming consistent with this License. The Issuing Authority or the PEG Access Designee shall establish rules and regulations for use of PEG facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531) and shall require all local producers and users of the PEG Access Channel facilities or PEG Access Channels to assume individual responsibilities for any programming-based liability including, but not limited to, liability for copyright infringement or defamation.

5.6. *Recovery of Costs:* To the extent permitted by federal law and regulations, the Licensee shall be allowed to recover from Subscribers the costs of the PEG Grant, costs of PEG interconnection, the PEG Access Support payments, and any other costs arising from the provision of PEG services and related payments required by this License, and to accurately reflect such costs as separately billed line items on each Subscriber's bill.

5.7. *Late Payments:* In the event that the PEG Grant, the PEG Access Support and/or the License Fee is not paid on or before the due date set forth in this License for such payments, then interest shall accrue from the due date until the date paid at the rate equal to the prime rate, as published in the *Wall Street Journal*.

5.8. *Listing of PEG Access Channels On Licensee's Electronic Program Guide:* If the Licensee lists PEG Access Channel program content titles on its electronic program guide in any other municipality in the State (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss with the Issuing Authority or the PEG Access Designee, the technical feasibility and commercial reasonability of listing the Town's PEG Access Channel program content titles on the Licensee's electronic program guide and the provision thereof by the Licensee; however, the Licensee shall not be required by this Section to list the Town's PEG Access Channel program content titles on its electronic program guide.

5.9. *PEG Access Video-On-Demand:* If the Licensee provides any other municipality in the State with PEG Access Channel programming "video-on-demand" (VOD) (other than on a test or trial basis), then it shall, upon written

request of the Issuing Authority, discuss with the Issuing Authority, the technical feasibility and commercial reasonability of providing, and the provision of, PEG Access Channel programming VOD in the Town; however, the Licensee shall not be required by this Section to provide PEG Access Channel programming VOD in the Town.

5.10. *Censorship*: Subject to Section 611(e) of the Communications Act (47 U.S.C. §531(e)), the Licensee shall comply with applicable federal laws restricting censorship or control of the content of PEG Access Programming over the Cable System.

5.11. *Non-Commercial Programming*: The Issuing Authority and PEG Access Designee shall not use the PEG Access Channels to provide for-profit commercial programming. Nothing in this Section shall prohibit the Issuing Authority or the PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

5.12. *Leased Access*: The Licensee shall comply with Section 612 of the Communications Act (47 U.S.C. §532) with respect to designating channel capacity for commercial use.

5.13. *No PEG Access Designee Rights*: The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

6. FRANCHISE AND LICENSE FEES

6.6. *License Fee*: Pursuant to Massachusetts Cable Law, (M.G.L. c. 166A, Section 9), the Licensee shall pay to the Town, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year (the “License Fee”), or such other amount as may in the future be designated by applicable State law.

6.7. *Maximum Franchise Fee Obligation*: The Licensee shall not be liable for a total Franchise Fee, pursuant to this License and applicable law in excess of five percent (5%) of annual Gross Revenue (as defined above).

6.8. *Payment Information*: In determining the License Fee, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this License.

6.9. *Limitation on Actions*: The parties agree that the period of limitation for recovery of any payment obligation under this License shall be three (3) years from the date on which payment by Licensee is due.

6.10. *Method of Payment:* The PEG Grant, the PEG Access Support and the License Fee shall be made payable to the Town and provided to the Issuing Authority, unless the Licensee is otherwise notified in writing by the Issuing Authority.

6.11. *Other Payment Obligations and Exclusions:*

6.11.1. Unless otherwise required by applicable law, the License Fee and Franchise Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Licensee or any Affiliate shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee or Franchise Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliate.

6.11.2. In accordance with Section 622(h) of the Communications Act (47 U.S.C. §542(h)), nothing in the Communications Act or this License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by any such Person with respect to any such Cable Service or other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

6.12. *Affiliates Use of System:* Use of the Cable System by any Affiliates shall be in compliance with applicable federal and State laws and regulations and this License.

6.13. *Re-computation and Audit*

6.13.1. Tender or acceptance of any payment made pursuant to Article 5 and/or 6 herein shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums, including interest payable under Section 5.7 above. If the Issuing Authority has reason to believe that any such payment is incorrect, it may notify the Licensee thereof in writing after receiving such payment. Licensee shall then have ninety (90) business days after receipt of such notice to provide the Town with additional information documenting the accuracy of such payment. In the event that the Issuing Authority does not reasonably believe that such documentation supports the accuracy of such payment, then the Issuing Authority may conduct an audit of such payment, provided that the Issuing Authority shall be limited to one audit for any two (2) year period of this License or such shorter period of time that may remain after the expiration of the initial two (2) year period of this License, which audit shall be subject to Section 6.4 above. If, after such audit and re-computation, the Issuing Authority determines that an additional fee is owed to the Town, then the Licensee shall be provided with a reasonable opportunity to review the results of such audit and to dispute any audit results, and shall pay any undisputed amounts within thirty (30) business days after completion of such review, together

with any applicable late charges calculated pursuant to Section 5.7 above. The Town shall have the right to pursue any disputed amount not paid by Licensee in accordance with the enforcement provisions set forth in Article 13 of this License.

7. CUSTOMER SERVICE

7.1. *Standards:* The Licensee shall comply with the FCC’s cable television customer service and notice regulations codified at 47 C.F.R. § 76.309(c), 47 C.F.R. §76.1602, and 47 C.F.R. § 76.1603, as amended, and the billing and termination of service provisions contained in 207 CMR § 10.00, as amended; provided, however, that Licensee may satisfy the requirements of 47 C.F.R. § 76.309(c)(1)(v) through its website. Measurement of the telephone availability standards in 47 C.F.R. § 76.309(c)(1)(ii) shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

7.2. *Bill Payment Location; Equipment Pick-Up:* The Licensee shall have a location reasonably convenient to the Town that shall be open during Normal Business Hours and accessible to Subscribers to make bill payments. For Subscriber equipment pick-up, the Licensee shall provide for one or more of the following methods: (i) setting a specific appointment time or four (4) hour time period during Normal Business Hours, during which Licensee’s representative(s) shall visit the Subscriber’s premises to pick-up or exchange Subscriber equipment, (ii) using a mailer, or (iii) establishing a reasonably convenient location for the pick-up and exchange of Subscriber equipment.

7.3. *Outage Credits:* In the event that all Cable Service is interrupted for twenty-four (24) or more hours, Licensee will grant affected Subscribers a pro rata credit or rebate.

7.4. *Denial of Service:* Subject to applicable laws and regulations, nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee’s equipment, abusive and/or threatening behavior toward the Licensee’s employees or representatives, refusal to provide credit history information or refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency, or failure to abide by the Licensee’s terms and conditions of service.

8. REPORTS AND RECORDS AND PERFORMANCE EVALUATIONS

8.6. *Open Books and Records:* Upon no less than thirty (30) business days written notice to the Licensee, the Issuing Authority or its designated authorized representative(s) shall have the right to inspect Licensee’s books and records including all documents in whatever form maintained, including electronic media, pertaining to the Cable System or the Licensee’s provision of Cable Service in the Town during Licensee’s regular business hours at an office of the Licensee in the State and on a reasonable and non-disruptive basis as reasonably necessary to ensure compliance with the terms of this License. Such notice

shall specifically reference the purpose of the review, so that Licensee may organize the necessary books and records for appropriate access by the Issuing Authority or its representative(s). Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years, except if required by applicable law or regulation.

8.7. *Proprietary Books and Records*: If Licensee believes that the requested information is confidential and proprietary, the Licensee must provide the following documentation to the Town: (i) specific identification of the information; (ii) statement attesting to the reason(s) Licensee believes the information is confidential; and (iii) statement that the documents are available at the Licensee’s designated offices within the State for inspection by the Town. The Town shall take reasonable steps to protect the proprietary and confidential nature of any books, records, Service Area maps, plans, or other Town-requested documents, consistent with applicable law, that are provided to the extent they are designated as such by the Licensee in accordance herewith, including, without limitation, cooperating with the Licensee’s exercise of its rights to protect its confidential information from public disclosure.

8.8. *Privacy*: The Licensee shall take all reasonable steps required to ensure that it is able to provide the Town with all information that must be provided or may be requested under this License or applicable law, including the issuance of appropriate Subscriber privacy notices. The Licensee shall be responsible for redacting any data that applicable law prevents it from providing to the Town. Nothing in this Article 8 shall be read to require a Licensee to violate federal or State law protecting Subscriber privacy.

8.9. *Copying of Books and Records*: The Town shall have the right to copy any such books and records, at the Town’s expense, except to the extent that the Town’s review as the Issuing Authority is prohibited pursuant to applicable law.

8.10. *Complete and Accurate Records*: The Licensee shall keep complete and accurate books of account and records of its business and operations under and in connection with the License. Unless otherwise provided in this License or by applicable law, all such materials and information shall be maintained for a period of three (3) years. Said records shall include, but not be limited to the following:

8.5.1. Records of all written complaints for a period of three (3) years after receipt by Licensee. The term “complaint” as used herein refers to complaints about any aspect of the Cable System or Licensee’s cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

8.5.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.5.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

8.5.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended;

8.5.5. Financial records necessary for the Issuing Authority to conduct an audit pursuant to Section 6.8 of this License for a period of three (3) years; and

8.5.6. A map showing the area of coverage for the provisioning of Cable Services.

8.11. *Additional Reports:* The Licensee shall, upon written request by the Issuing Authority, provide the Issuing Authority with a copy of any documents or forms filed by the Licensee with the FCC and/or the DTC that materially pertain to the Licensee's Cable System in the Town.

8.12. *Proof of Performance Tests:* Upon written request of the Issuing Authority, the Licensee shall provide copies of performance tests required by applicable law.

8.13. *Performance Evaluations:* The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing no more than once per year. Nothing in this Section 8.8 shall limit any rights that the Issuing Authority may have to conduct additional hearings and/or compel the Licensee's attendance at such hearing. The Issuing Authority shall provide Licensee with the results of its performance evaluation in writing within sixty (60) days after the conclusion of such hearing.

9. INSURANCE AND INDEMNIFICATION

9.1. Insurance:

9.6.1. Licensee shall maintain in full force and effect, at its own cost and expense (including all deductibles) during the term of this License, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of six million dollars (\$6,000,000) per occurrence for property damage and bodily injury (including death) and six million dollars (\$6,000,000) general aggregate. Such insurance shall cover the construction, operation, maintenance and removal of the Cable System, and the conduct of Licensee's Cable Service operations and business in the Town.

9.1.1.2. Commercial Automobile Liability Insurance covering all owned, non-owned, hired and/or rented motor vehicles in the amount of six million dollars (\$6,000,000) combined single limit each accident for bodily injury and property damage coverage.

9.1.1.3. Workers' Compensation Insurance in compliance with the statutory requirements of the state(s) of operation and Employers' Liability Insurance in the following amounts: (A) \$100,000 Bodily Injury by Accident; (B) \$100,000 Bodily Injury by Disease-each employee; and \$500,000 disease-policy limit.

9.6.2. The Town shall be included as an additional insured as their interests may appear under this License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

9.6.3. Upon receipt of notice from its insurer(s), Licensee shall provide the Issuing Authority with thirty (30) days' prior written notice of cancellation of any required coverage.

9.6.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of Massachusetts, with an A.M. Best Financial Strength rating of A- or better.

9.6.5. Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

9.6.6. All insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contribution.

9.6.7. The Licensee shall require that every one of its contractors and their subcontractors carry in full force and effect, substantially the same insurance with substantially the same amounts as required of Licensee herein.

9.6.8. Neither this Section 9.1, nor the provision of insurance or insurance proceeds pursuant to this Section 9.1, shall limit the liability of the Licensee or its obligation to indemnify the Town pursuant to this License.

9.7. *Indemnification:*

9.7.1. The Licensee shall, at its sole cost and expense, defend, indemnify, and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees (hereinafter referred to as the "Town" for purposes of this Section 9.2) against all claims for damage, suits, causes of action, proceedings, judgments, including for damage to Persons or property, real or personal, due to the acts or omissions of the Licensee, its employees, officers or agents arising out of the installation, maintenance and/or operation of the Cable System under this License. Indemnified expenses shall include all

reasonable attorneys' fees and costs incurred by the Town up to such time that the Licensee assumes defense of any action hereunder. The Town shall give the Licensee timely written notice of its obligation to indemnify, hold harmless and defend the Town, provided that in any event the Town shall provide the Licensee with such written notice within a period of time that allows the Licensee to take action to avoid entry of a default judgment and does not prejudice the Licensee's ability to defend the claim or action.

9.7.2. With respect to the Licensee's indemnification obligations set forth in Section 9.2.1, the Licensee shall, at its own expense, provide the defense of any claims, suits, causes of action or proceedings brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to applicable professional ethics and responsibility laws and the consent of the Town, which shall not unreasonably be withheld. The Licensee shall, subject to the consent of the Town as described herein, have the right to defend, settle or compromise any claim or action arising hereunder, and the Licensee shall have the authority to decide the appropriateness and amount of any such settlement, so long as the settlement includes a full release of the Town with respect to the claim giving rise to Licensee's indemnification obligation. In the event that the Town does not consent to the terms of any such settlement or compromise, the Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of the otherwise agreed upon settlement. Nothing herein shall be deemed to prevent the Town from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense.

9.7.3. Neither the provisions of this Section 9.2, nor any damages recovered by the Town shall be construed to limit the liability of the Licensee or its subcontractors for damages under this License or to excuse the faithful performance of obligations required by this License, except to the extent that any monetary damages suffered by the Town have been satisfied by a financial recovery under this section or other provisions of this License.

10. PERFORMANCE BOND

10.6. Licensee shall provide to the Town, and shall maintain throughout the term of this License, a performance bond in the Town's favor in the amount of Thirty Thousand Dollars (\$30,000) securing the performance of Licensee's obligations under this License. The Town may not attempt to collect under this bond unless thirty (30) days have passed since the Town provided the Licensee with written notice of its intent to collect under this bond. If within this thirty (30) day time frame, Licensee gives written notice it disputes entitlement to payments from Licensee for which it has refused to make payment, the parties shall promptly meet to attempt to resolve the dispute in good faith amongst themselves.

10.7. Nothing shall permit the amount of the bond or any replacement bond to be less than the minimum amount required by Section 10.1 above. The Licensee shall not permit the performance bond to expire or approach less than thirty (30) days prior to expiration without securing and delivering to the Town a substitute, renewal or replacement bond in conformance with applicable law. The Licensee shall not materially change the terms of said bond without the

prior written consent of the Issuing Authority. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under this License. Recourse by the Town of remedies available under this Section 10 shall not be exclusive of other lawful remedies available to the Town at law and equity.

10.8. There shall be recoverable by the Town from the principal and surety, any and all amounts due to the Town and any and all damages, losses, costs, and expenses incurred by the Town resulting from the failure of the Licensee to comply with the material provisions of this License, to comply with all orders, permits and directives of any Town agency or body having jurisdiction over its acts or defaults, to pay fees or penalties due to the Town, or to pay any claims, taxes or liens due to the Town. Such losses, costs and expenses shall include, but not be limited to, reasonable attorney's fees and other associated expenses, provided that the total of such losses, costs and expenses recovered from the bond shall not exceed the amount of Thirty Thousand Dollars (\$30,000).

11. TRANSFER OF LICENSE

11.6. *Town Approval Required:* Subject to Section 617 of the Communications Act (47 U.S.C. §537) and Sections 11.2 and 11.3 below, Licensee shall not Transfer this License, voluntarily or involuntarily, directly or indirectly, to any other Person, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only upon a written application therefore on forms prescribed by the Cable Division and/or the FCC.

11.7. *No Consent Required For Transfers Securing Indebtedness:* The Licensee shall not be required to file an application or obtain the consent or approval of the Town for a Transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License, the Licensee or Cable System in order to secure indebtedness. However, the Licensee shall notify the Town within thirty (30) business days if at any time there is a mortgage or security interest granted on substantially all of the assets of the Cable System. The submission of the Licensee's audited financial statements prepared for the Licensee's bondholders shall constitute such notice.

11.8. *No Consent Required For Any Affiliate Transfers:* Unless required by applicable federal or State law, the Licensee shall not be required to file an application or obtain the consent or approval of the Town for: any Transfer of an ownership or other interest in Licensee, the Cable System, or the Cable System assets to the parent of Licensee or to another Affiliate of Licensee; any Transfer of an interest in the License or the rights held by the Licensee under this License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of Licensee; or any action which is the result of a merger of another Affiliate of the Licensee, except to the extent that any of the foregoing are determined to be a transfer of control pursuant to 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.01). However, the Licensee shall notify the Town within thirty (30) business days if at any time a Transfer covered by this

Section 11.3 occurs. The transferee of any Transfer covered by this Section 11.3 shall be legally qualified to hold, and shall be bound by the terms and conditions of, this License.

11.9. *Transfer Procedures:* Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and a copy of the application and FCC Form 394 requesting any such Transfer consent. Pursuant to 207 CMR 4.03, the consent of the Issuing Authority shall be given only after a public hearing to consider the written application for Transfer. The Issuing Authority shall have one hundred twenty (120) days from the filing of a completed FCC Form 394 to take final action on it unless said one hundred twenty (120) day period is extended by applicable law, including by mutual consent of the parties. After one hundred twenty (120) days, the application shall be deemed approved, unless said 120-day period is extended pursuant to applicable law, including by mutual consent of the parties.

11.10. *Non-Waiver:* The consent or approval of the Issuing Authority to any Transfer shall not constitute a waiver or release of any rights of the Town under this License, whether arising before or after the date of said Transfer.

11.11. *Transferee Subject to Terms and Conditions of License:* In the event that this License is transferred, the transferee shall be subject to all of the terms and conditions contained in this License.

12. RENEWAL OF LICENSE

The Issuing Authority and Licensee agree that any proceedings undertaken by the Issuing Authority that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act (47 U.S.C. § 546), and the applicable provisions of the Massachusetts Cable Law.

13. ENFORCEMENT AND TERMINATION OF LICENSE

13.6. *Notice of Violation:* If at any time the Issuing Authority believes that Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

13.7. *Licensee’s Right to Cure or Respond:* The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond in writing to the Issuing Authority, if Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance as soon as reasonably possible and notify the Issuing Authority of the steps being taken and the date by which they are projected to be completed, all of which shall be to the reasonable satisfaction of the Issuing Authority. If the Licensee believes it has cured the subject non-compliance, it

shall provide written notice of such to the Issuing Authority. The Issuing Authority shall provide the Licensee with a written response as to whether such cure has been effected.

13.8. *Public Hearing:* In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures required by Section 13.2 above, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 13.2(iii) above, and if the Town seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide the Licensee with the following minimum written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Licensee the opportunity to be heard: (i) for a hearing for which the Issuing Authority states in the written notice that that revocation of the License shall not be a possible consequence – thirty (30) days written notice, and (ii) for a hearing for which the Issuing Authority does not state in the written notice that that revocation of the License shall not be a possible consequence – forty-five (45) days written notice.

13.9. *Enforcement:* Subject to applicable federal and State law, in the event the Issuing Authority, after the public hearing set forth in Section 13.3, determines that Licensee is in default of any provision of this License, the Issuing Authority may:

13.9.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

13.9.2. Commence an action at law for monetary damages or seek other equitable relief;

13.9.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 10 above;

13.9.4. In the case of a substantial noncompliance of a material provision of this License, revoke this License in accordance with Section 13.5; and/or

13.9.5. Invoke any other lawful remedy available to the Town.

13.10. Revocation Hearing:

13.5.1. At the designated public hearing in which revocation is a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. Unless otherwise agreed to, in writing, by the parties a complete verbatim record and transcript shall be made by the Issuing Authority of such hearing with the cost shared by the parties.

13.5.2. Following the public hearing where revocation is a possible consequence, the Licensee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Issuing Authority in writing and thereafter the Issuing Authority shall determine (i) whether an event of default has occurred under this License; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured by the Licensee. The Issuing Authority shall also determine whether it will revoke this License based on the information presented, or, in the reasonable discretion of the Issuing Authority, grant additional time to the Licensee to effect any cure. If the Issuing Authority determines that it will revoke this License, the Issuing Authority shall promptly provide Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation. In accordance with applicable law, Licensee may appeal such written determination of the Issuing Authority to the Cable Division or to an appropriate court, which shall have the power to review the decision of the Issuing Authority de novo if permitted by applicable law. Licensee shall be entitled to such relief as the Cable Division or court finds appropriate. Such appeal must be taken within sixty (60) days of Licensee's receipt of the written determination of the Issuing Authority.

13.5.3. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

14. MISCELLANEOUS PROVISIONS

14.6. *Actions of Parties:* In any action by the Issuing Authority or Licensee that is taken pursuant to the terms of this License, such party shall act in a reasonable, expeditious, and timely manner.

14.7. *Binding Acceptance:* This License shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations contained in Article 9 – Insurance and Indemnification and Article 10 – Performance Bond herein shall survive the revocation, termination or expiration date hereof.

14.8. *Preemption:* In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this License, such provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

14.9. *Captions and Headings:* The captions and headings to sections throughout this License are intended solely to facilitate reading and reference to the sections and

provisions of the License. Such captions and headings shall not affect the meaning or interpretation of the License.

14.10. *Exhibit*: The Exhibit to this License attached hereto, and all portions thereof, are, except as otherwise specified in such Exhibit, incorporated herein by reference and expressly made a part of this License.

14.11. *Recitals*: The recitals set forth in this License are incorporated into the body of this License as if they had been originally set forth herein.

14.12. *Equal Employment Opportunity*: The Licensee shall adhere to applicable Equal Employment Opportunity regulations of the FCC and to all federal, State and local laws pertaining to discrimination, equal employment opportunity and affirmative action that are applicable to the Licensee.

14.13. *Force Majeure*: If by reason of Force Majeure, either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be held in default under, or in noncompliance with, the provisions of the License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults were caused by a Force Majeure, provided that the party takes reasonable steps under the circumstances to comply with the obligations of the License to the maximum extent possible without endangering the health or safety of its employees, its property, the public or public property. In the event that any such delay in performance or failure to perform affects only part of the party's capacity to perform, the party shall perform to the maximum extent it is able to do so in as expeditious a manner as possible under the circumstances.

14.14. *Acts or Omissions of Affiliates*: During the term of this License, the Licensee shall be liable for the acts or omissions of its Affiliates to the extent arising out of any such Affiliate's installation, maintenance or operation of the Cable System pursuant to this License to provide Cable Services in the Town.

14.15. *Warranties*: Each party hereto warrants, represents and acknowledges to the other party that, as of the Effective Date, such party has the requisite power and authority under applicable law and its organizational documents and is authorized and has secured all consents, if any, which are required to be obtained as of the Effective Date, to enter into and be legally bound by the terms of this License.

14.16. *Delivery of Payments*: Licensee may use electronic funds transfer to make any payments to the Town or Issuing Authority required under this License. Said electronic transfer must be in the form, including necessary explanatory information and documentation, and to the account, all as reasonably required by the Town or Issuing Authority.

14.17. *Notices*: Unless otherwise expressly stated herein, notices required under this License shall be forwarded in one of the following ways: (i) hand delivered (signature required), (ii) sent by express mail (signature required) or (iii) by certified mail/return receipt

requested to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to the Licensee shall be to:

Verizon New England Inc.
6 Bowdoin Square
10th Floor
Boston, MA 02114
Attention: Niall Connors, Franchise Service Manager

with a copy to:

Verizon
1300 I St. NW
Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the Issuing Authority shall be to:

Town Council
c/o Town Administrator
Town of Franklin
Franklin Municipal Building
355 East Central Street
Franklin, MA 02038

with a copy to:

Town Attorney
Town of Franklin
Franklin Municipal Building
355 East Central Street
Franklin, MA 02038

14.18. *Entire Agreement:* This License and the Exhibit hereto constitute the entire agreement between Licensee and the Issuing Authority, and supersede all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof.

14.19. *Amendments:* Amendments or modifications to this License shall be mutually agreed to in writing by the parties, unless otherwise specified herein.

14.20. *Severability*: If any section, subsection, sentence, paragraph, term or provision hereof is determined to be illegal, invalid, unconstitutional or unenforceable by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this License.

14.21. *No Third-Party Beneficiaries*: Nothing in this License shall be construed to create or confer any rights or benefits to any third party.

14.22. *No Recourse Against Issuing Authority*: Pursuant to Section 635A(a) of the Communications Act (47 U.S.C. §555(a)), the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, members, employees or agents, other than injunctive relief or declaratory relief, arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this License.

14.23. *Town's Right of Intervention*: The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this License, or any provision in this License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

14.24. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of this License or any other action to forbid or disallow Licensee from providing Cable Services, shall Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this License.

14.25. *Interpretation*: The Town and Licensee each acknowledge that it has received independent legal advice in entering into this License. In the event that a dispute arises over the meaning or application of any term(s) of this License, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the License.

14.26. *Jurisdiction*: Jurisdiction and venue over any dispute, action or suit arising out of this License shall be in a federal or State court of appropriate venue and subject matter jurisdiction located in the State, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute.

14.27. *Counterparts:* This License may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this License may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this License.

SIGNATURE PAGE FOLLOWS

AGREED TO THIS 5th DAY OF JUNE, 2024.

TOWN OF FRANKLIN
By its Town Council:

VERIZON NEW ENGLAND INC.

Thomas Mercer, Chair

By: _____
Paul Sullivan, Region President
Consumer & Mass Business Markets

Robert Dellorco, Vice Chair

Glenn Jones, Clerk

Deborah Pellegrini

Melanie Hamblen

Brian Chandler

Cobi Frongillo

Patrick Sheridan

Theodore Cormier-Leger

Approved as to legal form:

Approved as to form:

William H. Solomon
Special Cable Counsel

Verizon Law Department

EXHIBIT

EXHIBIT A – PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE (CURRENT DESIGNATION) IF REQUESTED IN WRITING BY THE ISSUING AUTHORITY (SUBJECT TO SECTION 3.4)

EXHIBIT A
PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE
(CURRENT DESIGNATION) IF REQUESTED IN WRITING BY THE
ISSUING AUTHORITY (SUBJECT TO SECTION 3.4)

Franklin Municipal Building	355 East Central Street
Police Station	911 Panther Way
Fire Station	40 West Central Street
Fire Station No. 2	600 King Street
Historical Museum	80 West Central Street
Senior Center	Daniel McCahill Way (Oak St.)
Ray Memorial Library	118 Main Street
Recreation Building	275 Beaver Street
Facility Building	269 Fisher Street
DPW Garage	Haywood Street
DPW Administration Build	Fisher Street
Horace Mann Museum	762 Washington Street
Franklin High School	218 Oak Street
Horace Mann – Oak Street Schools	130 Oak Street
JFK Elementary School	551 Pond Street
Davis Thayer School	137 West Central Street
Brick School	Main Street
Parmenter School	135 Wachusett Street
Remington-Jefferson School	628 Washington Street
Keller/Sullivan School	500 Lincoln Street
Tri-County Vocational School	147 Pond Street
Franklin Classical Charter School	201 Main Street
Town Common Band Stand	Main Street
Central Park Terrace Senior Complex (Multi-purpose room)	Central Park Terrace
Franklin TV	23 Hutchinson Street

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949
www.franklinma.gov

OFFICE OF THE TOWN ADMINISTRATOR

Memorandum

May 31, 2024

To: Town Council
From: Jamie Hellen, Town Administrator
Amy Frigulietti, Deputy Town Administrator

Re: Zoning Bylaw Amendment 24-905: Zoning Map Changes From Single Family Residential III To Business, An Area On Or Near King Street - First Reading

We are asking the Town Council to consider Zoning Bylaw Amendment 24-905 which if approved will change two parcels of land from the Single Family Residential III zoning district to the Business zoning district, which will allow development for a variety of commercial uses.

On May 6, 2024 the Planning Board voted unanimously (0-5) not to recommend approval of this bylaw amendment to the Town Council after the Council requested a full Planning Board analysis after the previous hearing was a 1-2 due to the change in membership from the election last year.

For more information, we have included in the agenda packet the Planning Board's decision letter, a memo from Bryan Taberner, and the proposed legislation and map.

If you have any questions, please let us know.

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4907
www.franklinma.gov

PLANNING BOARD

The following notice will be published in the Milford Daily Newspaper once on Monday, April 22, 2024 and again on April 29, 2024

FRANKLIN PLANNING BOARD PUBLIC HEARING NOTICE

In accordance with the provisions of M.G.L. Chapter 40A, Section 5, notice is hereby given that the Planning Board will hold a Public Hearing on Monday, May 6, 2024 at 7:00 PM and the Town Council will hold a Public Hearing on Wednesday, June 5 at 7:00 PM in the Council Chambers of the Franklin Municipal Building, 355 East Central Street (also available to be attended remotely) to consider amending Chapter 185, Section 5 of the Code of the Town of Franklin.

ZONING BY-LAW AMENDMENT 24-905

Zoning Map Amendment 24-905 (formerly 24-901) would amend the Town's existing Zoning Map (Chapter 185, Section 5, of Franklin Town Code) by changing parcels 313-061-000 and 313-062-000 parcels from the Single Family Residential III zoning district to the Business zoning district.

Please contact the Department of Planning & Community Development at (508) 520-4907 if you require further information or if you need to make arrangements to provide translation services for the hearing impaired, or for persons with language barriers.

Copies of the plan and supporting documentation may be reviewed in the Department of Planning & Community Development during regular office hours.

Greg Rondeau, Chairman
Franklin Planning Board

Tom Mercer, Chairman
Franklin Town Council

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4907
www.franklinma.gov

PLANNING BOARD

May 7, 2024

Nancy Danello, Town Clerk
Town of Franklin
355 East Central Street
Franklin, MA 02038

RECEIVED
2024 MAY - 8 P 5: 36
TOWN OF FRANKLIN
TOWN CLERK

CERTIFICATE OF VOTE

Zoning By-law Amendment #24-905
King Street Rezone from SFIV to Business
Petitioner: Town of Franklin, Town Administrator

Dear Mrs. Danello:

Please be advised that at its meeting on Monday, May 6, 2024 the Planning Board, upon motion duly made and seconded, voted (0-5) to *RECOMMEND*, to the Town Council the amendment for Zoning By-law #24-905, a Zoning By-Law to amend the zoning map.

If you have any questions concerning this decision, please contact the planning staff or me.

Sincerely,

Gregory Rondeau
Chairman

cc: Town Council
Town Administrator

FRANKLIN PLANNING & COMMUNITY DEVELOPMENT

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

MEMORANDUM

TO: JAMIE HELLEN, TOWN ADMINISTRATOR
FROM: BRYAN W. TABERNER, AICP, DIRECTOR
RE: PROPOSED ZONING MAP AMENDMENT 24-905, FROM SINGLE FAMILY RESIDENTIAL III TO BUSINESS, AN AREA ON AND NEAR KING STREET
CC: AMY Frigulietti, DEPUTY TOWN ADMINISTRATOR; MARK CEREL, TOWN ATTORNEY; AMY LOVE, TOWN PLANNER
DATE: MARCH 7, 2024

The Town is being asked to consider rezoning to Business two residentially zoned parcels of land adjacent to the Fire Station on King Street. Attached is Zoning Map Amendment 24-905 for consideration by Town Council at their next meeting. Other than the Amendment number, Zoning Map Amendment 24-905 is identical to Amendment 24-901 (Formerly 23-901) that was before Town Council on February 28th.

If approved by Town Council, Zoning Map Amendment 24-905 would amend the Town's existing Zoning Map (Chapter 185, Section 5, of Franklin Town Code) by changing the following parcels from the Single Family Residential III zoning district to the Business zoning district.

Parcel	Location	Size (acres)	Owner
313-061-000	634 King Street	0.9798	Cumberland Farms, Inc.
313-062-000	648 King Street	<u>0.3401</u>	Thomas P. Nasuti
	Total Area	1.3198	

This small zoning map change would allow development of the two parcels for a variety of commercial uses. Uses allowed by right include: nursery, greenhouse or garden center; restaurant; other retail sales and services; office uses including banks/credit unions, medical/dental, and other professional or administrative uses; business incubator or co-working space; artisanal and craft maker space; art gallery.

Uses that may be allowed by Planning Board special permit include: motor vehicle, boat, farm implement sales (without repair service); filling or service station; vehicular service establishment; function hall or catering; hotel or motel; brewery, distillery, or winery production with tasting room.

Uses that may be allowed by Zoning Board of Appeals special permit include: animal hospital, kennel, day care, training, or grooming.

Attachments 2 through 8 (Use Regulations Schedules Parts I through 7) of the Town's Zoning Bylaw (Chapter 185 of Franklin Town Code) contain a complete list of uses that are allowed by right or may be allowed by Zoning Board of Appeals or Planning Board special permit in the Business Zoning District.

Attached are the following:

- Bylaw Zoning Amendment 24-905; and
- A diagram with two maps: one showing the current zoning in the area, and one showing proposed Zoning Map changes.

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



SPONSOR: *Town Administration*

**TOWN OF FRANKLIN
ZONING BY-LAW AMENDMENT 24-905**

**ZONING MAP CHANGES FROM SINGLE FAMILY RESIDENTIAL III
TO BUSINESS AN AREA ON OR NEAR KING STREET**

**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:

That the Zoning Map of the Town of Franklin be amended by changing from Single Family Residential III to Business an area containing **1.32± acres**, comprising the following parcels of land as shown on the Town of Franklin's Assessor's Maps:

Parcel Numbers **313-061-000** and **313-062-000**.

The area to be rezoned is shown on the attached map (“Proposed Zoning Map Changes, An Area On Or Near King Street”).

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: _____, 2024

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

Nancy Danello, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

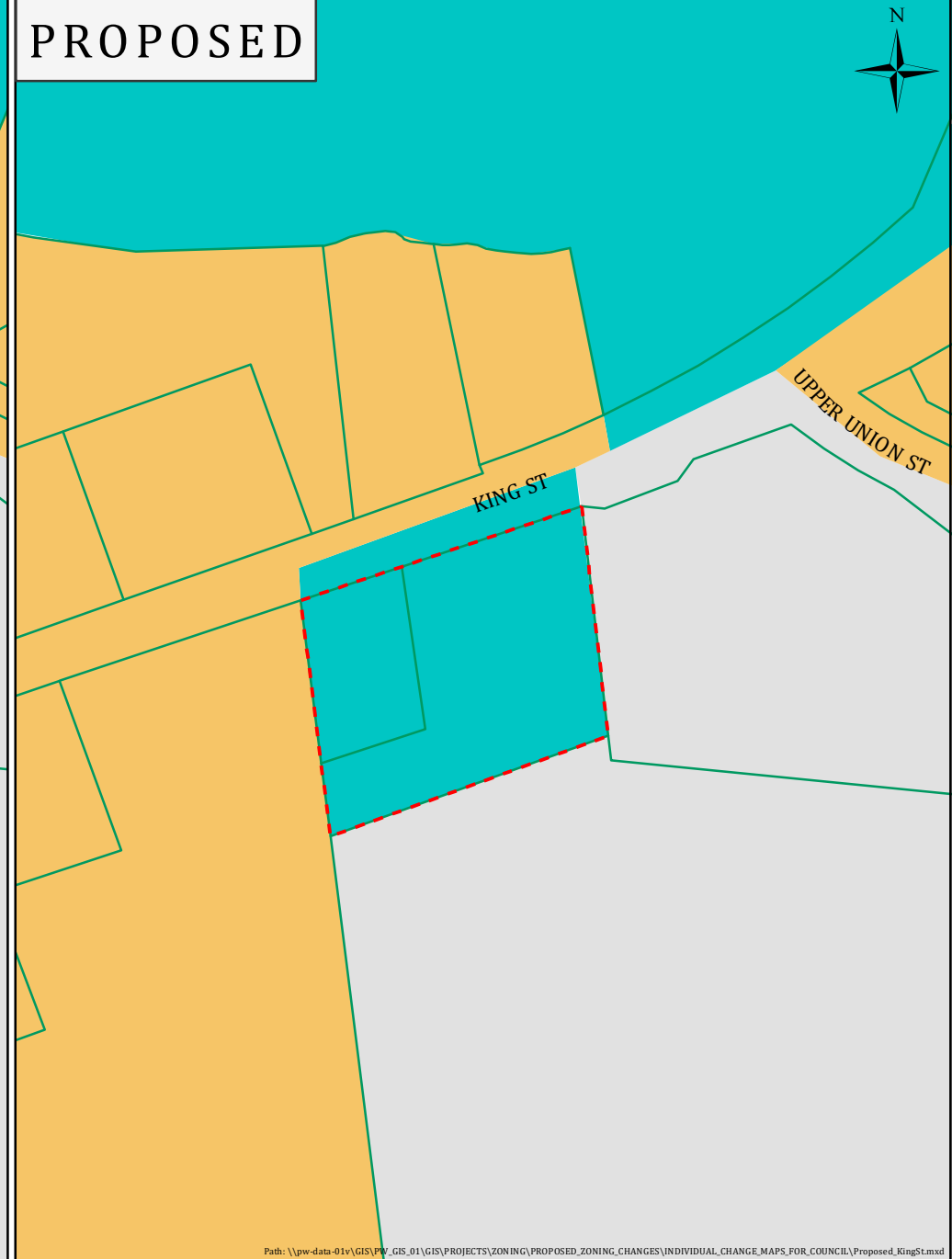
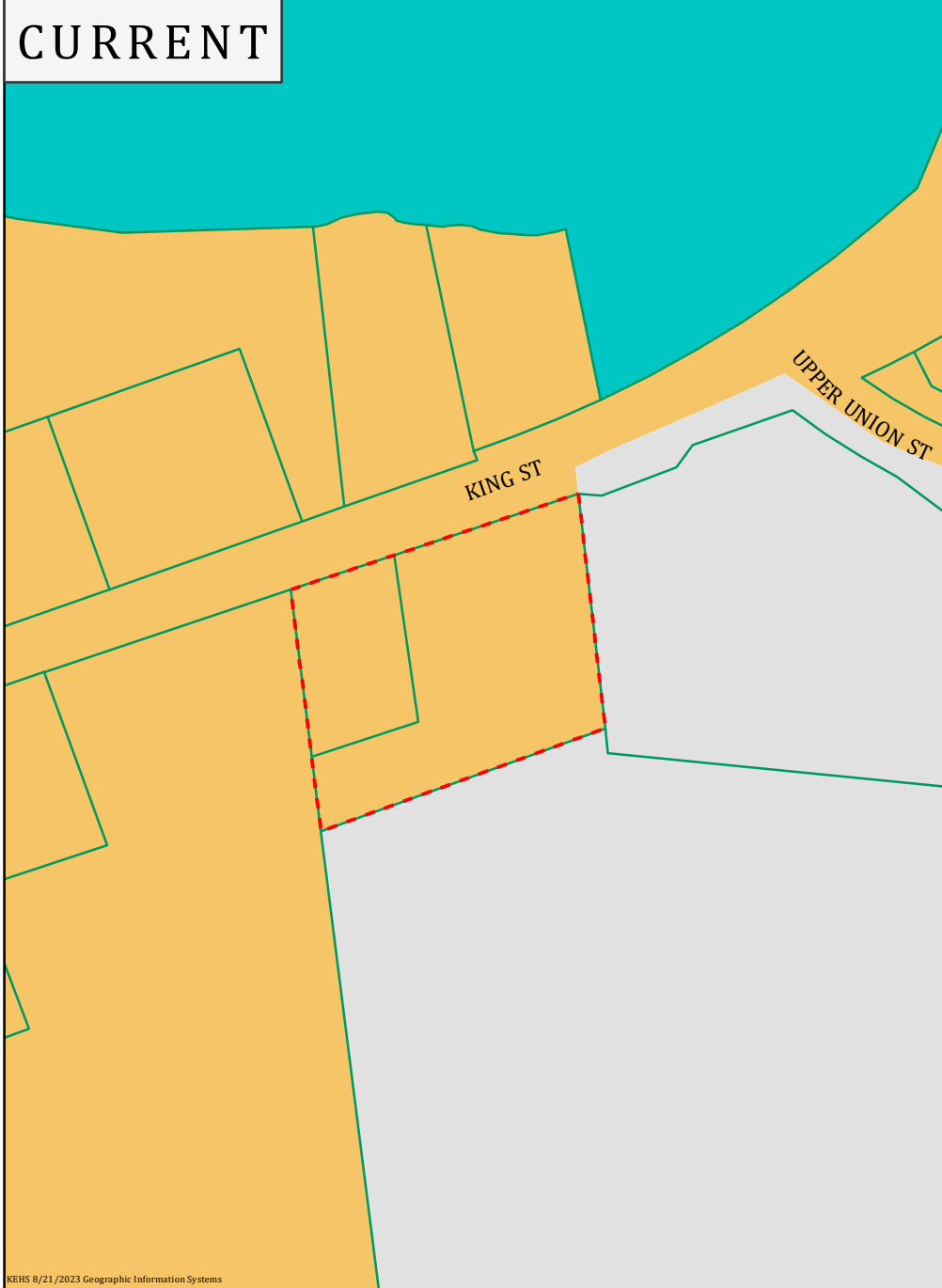
Proposed Zoning Map Changes

An Area On Or Near King Street
From Single Family Residential III to Business

24-905

- Business
- Industrial
- Single-Family III
- Area of Proposed Change
- Parcel Line

0 125 250 500 Feet



License Transactions:



Farmer-Winery, Farmer's Market License

Robert Vozzella

La Cantina Winery
230 Cottage Street
Franklin, MA 02038

This is a request for a Farmer-Winery, Farmer's Market License to allow sale of bottled wine at the Franklin Farmers Market pursuant to Chapter 138, §15F.

MOTION to approve the issuance of a Farmer-Winery, Farmer's Market License to Robert Vozzella, La Cantina Winery Company.

DATED: _____, 2024

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

Nancy Danello, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

100 Cambridge Street, 9th Floor, Boston, MA 02114

www.mass.gov/agr



Maura T. Healey
GOVERNOR

Kimberley Driscoll
LIEUTENANT
GOVERNOR

Rebecca L. Tepper
SECRETARY

Ashley E. Randle
COMMISSIONER

5/10/2024

ROBERT VOZZELLA
LA CANTINA WINERY
355 UNION ST FRANKLIN,
MA 02038

Dear ROBERT VOZZELLA,

Please be advised that your application for certification of the FRANKLIN FARMERS MARKET occurring on FRIDAY 6/7/2024 through FRIDAY 10/25/2024 between the hours of 02:00 PM to 06:00 PM as an agricultural event pursuant to M.G.L.c. Section 15F has been approved.

Please remember that, upon certification of an agricultural event by MDAR, the farm-winery must submit a copy of the approved application to the local licensing authority along with the application for obtaining a special license from the city or town in which the event will be held. Upon issuance of a special license, the winery should confirm that a copy of the special license was sent by the local licensing authority to the Alcoholic Beverages Control Commission (ABCC) at least seven (7) days prior to the event.

A handwritten signature in blue ink that reads "Ashley E. Randle".

Ashley E. Randle, Commissioner

1. Applicant information

Name of Licensed Farm-Winery: LA CANTINA WINERY

Farm-Winery License Number: FW-110

State of Issue: MA

Contact Person: ROBERT VOZZELLA

Address:

355 UNION ST
FRANKLIN, MA 02038

Phone Number: [REDACTED]

Email: [REDACTED]

Correspondence preference: Email

Do you intend to sell, sample, or both?

Sell

2. Event Information

Name of Agricultural Event: FRANKLIN FARMERS MARKET

Type of Event: Farmers Market (as defined by MDAR policy)

If you selected "Other Agricultural Event", how does this event promote local agriculture?

Event Address:

TOWN COMMON CORNER OF MAIN AND HIGH ST
FRANKLIN, MA 02038

Event Phone Number: 508-498-8325

Event Website: WWW.FRANKLINFARMERSMARKETMA.COM

3. Event Description

What are the date(s) and time(s) of the event?

If this is a weekly event, on what day of the week does the event occur?

Start date: 06/07/24

End date: 10/25/24

Time: 02:00 PM

If this is a weekly event, on what day of the week does the event occur? FRIDAY

If the event is an agricultural fair, does the event include competitive agriculture? No

Is the event sponsored or run by an agricultural/horticultural society, grange, agricultural commission or association whose primary purpose is the promotion of agriculture and its allied industries?

No

4. Event Management

Name of Event Manager: LAUREN KLOOS

Email Address: FRANKLINFARMERSMARKET@GMAIL.COM

Phone Number: 508-498-8325

Is this person the on-site manager? Yes

If no, identify on-site manager (include contact information):

If there are multiple managers, list them and include contact information:

Attach on-site manager(s) resume(s) or list any credentials or training of the on-site manager(s):

https://massgov-my.sharepoint.com/:b:/g/personal/michael_w_orcutt_mass_gov/EWAkCrinyRdDqzBNLnqS-qEBTMStvwavfmNRNeKu5xVEIQ?name=/119598775_MarkettManagersResume.pdf

General

Attach a plan depicting the premises and the specific location where the license will be exercised.

https://massgov-my.sharepoint.com/:b:/g/personal/michael_w_orcutt_mass_gov/ESfsheWfsGhJsGalBPV8G1kBS0p2PZYQleUB3iqLw4ebsA?name=/119598994_FranklinFarmersMarketLayout.pdf

Signature of Applicant

I hereby certify that all information provided in connection with this application, including all attachments, is true, accurate, and complete to the best of my knowledge under the penalties of perjury. I further understand that any falsification, omission, or concealment of material fact may result in the denial of this application and further legal action by the Department.

Date: 05/09/24

Name: Robert Vozzella

Title: Owner

Farm-Winery License Number: 110

State: MA

For Department use only

Approval:

The event listed above is an approved agricultural event by the Massachusetts Department of Agricultural Resources under M.G.L. C138, Sec. 15F.



Signature:

Date: 5/10/24



Franklin Farmers' Market
200 Main Street
Franklin MA

April 11, 2024

Hello La Cantina Winery

Thank you all for taking the time to fill out the application. La Cantina Winery has been accepted as a vendor to the Franklin Farmers Market, pending all necessary licenses and permits. The Market takes place on Fridays 2-6PM from June 7 to Oct 25 at the Franklin Town Common, 200 Main St, Franklin MA, 02038.

Sincerely
Lauren Kloos and Roger Trahan
Market Managers

franklinfarmersmarketma@gmail.com

Full Season Vendor	Product Description
A Basket Full of Herbs	culinary herb and spice blend packets
Amado Ceramics	Hand made an wheel thrown ceramic vessels - Unique pieces - Safe for food, oven, microwave and dishwasher
Angel Hair Alpacas	Environmentally friendly, highly efficient and luxurious alpaca fiber products. We sell what may be the world's most comfortable socks, incredible hats, scarfs, gloves and mittens. Also the cutest alpaca fleece bears and alpacas ever!
A Night Owl Farm	Vegetables grown using organic practices - Eggs from happy hens, small batch flowers
Barbara Sherman w/ Fish from Boston Sword and Tuna	I offer fresh prepackaged fish for sale each week. Depending on the availability, I will bring arctic char, bluefish, cod, haddock, halibut, salmon, sea scallops, striper, swordfish and frozen salmon burgers. All fish will fall under the fin and scallop category. Other fish may be added if available.
BirchTree Bread Comp.	Naturally leavened breads made with local grains, pastries, cookies, house made spreads
Bread Guy Breads	Artisan Sourdough Breads and Bread Products.
Cook's Valley Farm	Our own fresh fruits and vegetables; fresh cut flowers
Dugu, Inc	Fresh pressed ginger drinks that can be enjoyed hot or cold, mixed or as is. It adds flavor and body to anything it is mixed with such as seltzer, kombucha or spirits and it is high in vitamins and has great digestive health qualities.
Eric's Sharper Edge	Sharpening knives, scissors, garden tools etc...
Everything Jalapeno and NOT	Home made Jams, Pickles , Relish and Salsa Hot and not Hot
Fairmount Fruit Farm	Vegetables, Fruit, Eggs
Franklin Honey	Raw, unprocessed honey, honey bee related products (lip balm, hand cream, soap, candles)
Grace Eternal Design	We offer custom designed onesies, t-shirts and home decor. We personalize apparel with names, teams, groups and more.
Hearts of Hope	Handmade Wood American flags , custom furniture , wood toys and more
La Cantina Winery	locally produced wine with grapes from around the globe
Leona's Baking Comp.	Fresh Baked Products: Cookies, Muffins, Cupcakes, Breads
Lonequilter	Fabric pouches and tote bags . Handy for holding and organizing anything you can think of.

Montville Candy	popcorn.fudge.candy.woopie pies
Old Exit 17 Farm	-Cut flowers & market bouquets -Potted vegetable, herb, & flower plants -Handcrafts
Peace Bee and Rainbow Song Henna	Henna body art, henna kits, beaded hair accessories
Pearls and Peridot	House plants, handmade home decor, handmade plant accessories
Pinebrook Farm LLC	happy hanks natural gluten free dog treats and clothing apparel
PT Color Market	A husband and wife team who work together to make leather and wood earrings and accessories in their Franklin home studio.
Pumpkin Farm, The	Pasture Raised Meat & Eggs Beef, Pork, Chicken, Lamb, Goat & Turkey Eggs from Farm Roaming Hens
Sweet Willow Naturals	Handmade all natural soaps, scrubs, body butters and other body products
Urban Spice World	We at Urban Spice World believe in the concept of Curry in hurry. We curate ready to cook meal kit for Busy families. We make cooking easy and bring families come together. Our Meal kits provide unique cooking experience and create memories.
Wright Old School Chocolate	Wright Old School Chocolate brings to you locally made bars with the boldest flavors from cocoa nibs and organic sugarcane. The cocoa beans are sourced from farms that are the friendly to the farmers and to our earth. There are no allergens. The products are vegan friendly.
Zeigler's Market Garden	- sustainably grown vegetables - local seasonal produce

Partial Season

Vendor	Product Description
Ackermann Maple Farm	Wood fired Maple Syrup, family owned, Vermont!
Angus Art	My original art is put on 2.5 inch square magnets.
Ayamams	Alida creates products made with resins and oils collected by indigenous communities in the Amazon Rainforest in Peru, where she and her husband run a company since 2012. All products are 100% natural with the goal to keep you healthy or reestablish your health The products are the perfect complement to Alida's healing sessions with Energy Medicine and Biomagnetism
Be Grow Co	Wrapped fresh flowers bouquets Small arrangements Dried flower bouquets Bouquet bar
Cafe NutMegs	Homemade Baked goods and sweet treats! Gourmet Caramel-Chocolate covered apples, Baklava, Specialty Brownies, Cookies, Krispy treats, Marshmallows, Oreos, Pretzels and more!

CK Custom	Handmade custom wood products including bowls, signs, cutting boards
Crave Mead	Mead which is alcohol made with fermented honey and water. We add only natural juices, fruits, and spices. Naturally Gluten Free.
Darby By Design	Boho and Nautical Jewelry designs. Hand forged, hand stamped & personalized; Some designs with genuine seaglass,. Inspired by my love of nature & the ocean.
Definitely Annie	Hand crocheted wire gemstone necklaces *Handcrafted earrings, bracelets, and necklaces using Sterling silver or vermeil and Venetian blown glass *Fresh water pearl, gemstone jewelry
Doglio Coffee	Organic, ethically sourced coffee Espresso and cold brew bar that includes nitro cold brew Sell organic coffee products from packaged coffee to their small batch bottled cold brew
Jennifer Lee's Bakery	Top 9 allergen free and vegan baked goods. Cannoli, brownies, pretzels, donuts, cookies, cupcakes, and sweet breads. And for savory we have an assortment of calzones, and pasta bowls.
Lumi Tea -Mary Pratt Wellness	Herbal Tea Blends - Crafted with organic herbs
Monji Gifts, LLC	Curated gift boxes of constituted solely of products from local small businesses. Gift items include pottery, blown glass, coasters, soap, bath bombs, tea, honey, oatcakes, coffee, and more.
Nutty Bird Granola	Premium handcrafted, small batch granola. Made with local ingredients wherever we can. A perfect mix of high quality nuts, organic oats, and local maple syrup and honey
PaperBack Candles	-hand poured 100% soy wax candle with wooden wick -book lover themed
Pardon my Frenchie	Handmade dog accessories(leashes, Bandanas, toys, blankets, outfits and harnesses) Handmade motivation creative clips
Sanobe Superfoods	The tastiest AND healthiest peanut butters on the market!; A complete meal in a jar, loaded with nutrition!; Introducing a 4th variety THIS season!
Sides of the Road	wood cutting boards and cheese boards resin cutting boards all items are food safe
Summer ICE Comp.	Coiling off an afternoon with Summer Ice! Fluffy Shaved ice, Creative Fruit Flavors
TC Scoops	Locally made FoMu scooped to order. FoMu is a delicious premium vegan ice cream. Individual servings and pints will be available.
Three Wishes Bakery	We pride ourselves on food inclusivity. Our small batch baked goods are handmade without gluten or nuts that everyone loves and enjoys.

Time Peace Studio	We screen print artisan tee shirts and tops with images of nature, music, animals and ecologically conscious designs. Our practice uses water-based ink for a sustainable practice method.
Uanhme	Timeless New England Beach pebble art. Low maintenance Fabric pet chickens :) *Graduation Leis (only on June 3rd if space is available)
V V Alchemy	Herbalist offering a variety of handmade tinctured/gummy medicinals, salves, and tea blends,
Who is Coffee	Who Is Coffee personally sources specialty coffee from single-farms to help small Colombian farmers reach the US market. We roast locally in Northborough MA. - We tackle the financial, ethical and environmental issues by redefining the coffee supply chain at a more human level and paying coffee farmers substantially above market prices.
Wooven Waves	One of a kind macramé art. Unique baskets of every size. Handmade items for everyday use.
Zen Bear Foods	BBQ Sauce, Ketchup and mustards, Gluten Free Cookies, and more.

Rules and Regulations

The Franklin Farmers' Market operates with permission of the Town of Franklin, Massachusetts. The following regulations have been formulated with the cooperation and approval of the Town of Franklin.

The market is located on the Franklin Town Common, and operates every Friday beginning June 7, and ending October 25th. Operating hours are from 2:00pm to 6:00pm. Vendors are requested not to arrive earlier than 1:00pm or later than 1:45pm on the day of the market. Vendors must remain at the market until 6pm unless otherwise approved by the market manager.

Any vendor wishing to sell processed foods, baked goods, meat, fish, etc. must obtain a Board of Health certificate from the Town of Franklin and provide proof of their licenses to the market manager with this registration. These items shall be wrapped, covered, and/or refrigerated as deemed necessary by the Town of Franklin Board of Health Agent and the market manager.

Prices shall be predominately displayed by pound, bunch or piece.

All scales are to have a Massachusetts Weights and Measures Inspection seal dated for the current market year.

Product dumping, price gouging, and loud hawking are prohibited.

The market is considered a class "B" market; defined as vendors growing or creating their own products, or selling the products of other New England producers that are previously approved by the market manager. In the event, there is reasonable doubt that a vendor is not adhering to this definition, the market manager will have the right to conduct an on-site inspection of the vendor's farm, kitchen or workshop at a mutually agreeable time. At this inspection, the market manager will verify that the vendor is capable of creating the products that they offer for sale.

No vendor shall have the right to sub-lease, sell, transfer, or permit any other person the use of their market space without prior approval of the market manager.

Vendors should park their cars on the Union St side of the common after unloading.

Tent weights are required on all tents for every market.

Vendors are required to clean their spaces and remove all debris prior to leaving.

Any market disputes should be brought to the attention of the market manager. All questions or concerns shall be directed to the market manager.

Vendors will be required to comply with health and safety regulations set by the State of Massachusetts, Town of Franklin and Market Manager. These will be provided once available.

The market manager reserves the right to cancel the privileges of any vendor who willfully violates any of these rules, *without reimbursement of market fees paid*.

The seasonal fee for attendance is \$250.00/year. Due by May 15th. Check made payable to "Franklin Farmers Market".

Lauren E. Kloos

EDUCATION

Farmers Market Nutritional Program (FMNP), Massachusetts
Training and Certification, 2021

Licensed Independent Clinical Social Worker, Massachusetts
License # 116556

Simmons College, Boston, MA
Master in Social Work, 2009

Assumption College, Worcester, MA
Bachelor of Arts in Sociology, 2006

EXPERIENCE

Franklin Farmers Market, Franklin, MA
Manager

2021-Present

- Manage the operation of the farmers market that runs weekly from June to October, incorporating vendors, entertainers and community groups.

Franklin Honey Company, INC, Franklin, MA
Owner and Manager

2010-Present

- Manage day to day runnings of small agricultural business.

Lauren Kloos, LLC, Franklin, MA
Independent Clinician

October 2015-Present

- Deliver individual therapy to patients presenting with different issues including but not limited to anxiety, depression, PTSD, ADHD, marital issues, etc.

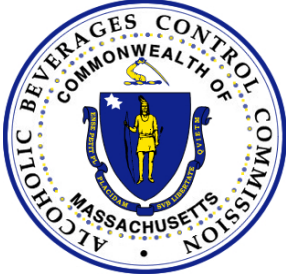
League School, Walpole, MA
Clinician & Supervisor

Dec 2013-October 2015

- Manage clinical cases for children ages four to twenty two with emotional and behavioral problems in a school setting.
- Supervise MSW interns to provide clinical oversight to cases, to promote personal and professional social work growth and development, and to enhance learning in school environment.

PROFESSIONAL AFFILIATIONS

Member: National Association of Social Workers, 2007 - Present



Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

FARMER-WINERY LICENSE

M.G.L. c. 138, § 19B

This Farmer-Winery License authorizes the following licensee to produce, rectify, blend, or fortify, keep and expose for sale and to sell wine containing not more than twenty-four percent alcohol by weight:

LA CANTINA WINERY Company

341 Union St A
Franklin, MA 02038

Approved by the Alcoholic Beverages Control Commission on October 26, 2023

Jean Lorizio, Chairman

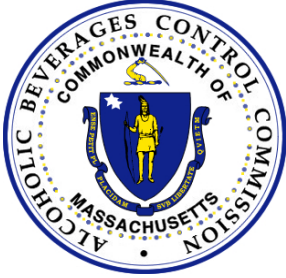
Crystal Matthews, Commissioner

Deborah Baglio, Commissioner

License Number: **FW-LIC-000218**
Record Number: **2023-000033-FW-REN**
Capacity: **5K Gallons or Less**

THIS LICENSE WILL EXPIRE DECEMBER 31, 2024 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS PLACE WHERE IT CAN BE EASILY READ



Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

SALESMAN'S PERMIT

M.G.L. c. 138, §§ 19A & 22

This Permit authorizes the following permittee to act as a Salesman:

ROBERT VOZZELLA

355 Union St.
Franklin, MA 02038

La Cantina Winery Company

Approved by the Alcoholic Beverages Control Commission on October 26, 2023

Jean Lorizio, Chairman

Crystal Matthews, Commissioner

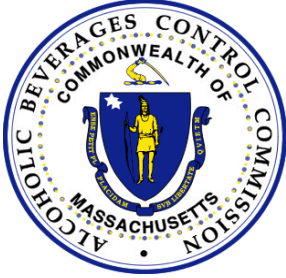
Deborah Baglio, Commissioner

License Number: **SP-LIC-007608**

Record Number: **2023-001229-SP-REN**

THIS PERMIT WILL EXPIRE DECEMBER 31, 2024 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS PERMIT SHALL BE CARRIED BY THE PERMITTEE AT ALL TIMES



Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

TRANSPORTATION & DELIVERY PERMIT

M.G.L. c. 138, § 22

This Permit hereby authorizes the use of the following vehicle for transportation and delivery of alcoholic beverages:

Vehicle Plate Number

7143SF

Related License:

ROBERT VOZZELLA

ABCC License Number: SP-LIC-007608

License Type: Salesman Permit

Approved by the Alcoholic Beverages Control Commission on October 26, 2023

Jean Lorizio, Chairman

Crystal Matthews, Commissioner

Deborah Baglio, Commissioner

License Number: **TR-LIC-003667**

Record Number: **2023-001229-SP-REN**

THIS PERMIT WILL EXPIRE DECEMBER 31, 2024 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS PERMIT SHALL BE CARRIED IN THE VEHICLE AT ALL TIMES

This card certifies satisfactory completion of training
in the S.T.O.P. Alcohol Awareness Server Program.



Issued: 05/24/2024

Code: 2024 - 109

Name:

Robert Vozzella

355 Union Street

Franklin, MA 02038

SERVER TRAINING ON PREMISE

Expiration Date: 05/24/2027

Instructor: Frank J. Faubert 401-943-5454

License Transactions:



Farmer-Winery, Farmer's Market License

Jeff Venuti

Blisspoint LLC

d/b/a Blisspoint Meadery

1 Fox Run Road

Bedford, MA 01730

This is a request for a Farmer-Winery, Farmer's Market License to allow samples and sale of bottled wine at the Franklin Farmers Market pursuant to Chapter 138, §15F.

MOTION to approve the issuance of a Farmer-Winery, Farmer's Market License to Jeff Venuti, Blisspoint LLC d/b/a Blisspoint Meadery.

DATED: _____, 2024

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

Nancy Danello, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

APPLICATION BY A FARMER WINERY FOR LICENSE TO SELL AT A
FARMER'S MARKET
(CH.138, §15F)

YEAR 20

24

1. Licensee Information:

Name of Applicant:	Blisspoint LLC	ABCC License Number: (If Existing Licensee)	FW-LIC-000138				
Mailing Address:	[REDACTED]	Business Name (d/b/a if different):	Blisspoint Meadery				
Manager of Record:	Jeff Venuti	City/Town:	Bedford	State	MA	Zip	01730
Other Phone:	[REDACTED]	Email:	[REDACTED]	Website:	https://blisspointmeadery.com		
Contact Person concerning this application (attorney if applicable):							
Name:	Jeff Venuti	City/Town:	Bedford	State	MA	Zip	01730
Address:	[REDACTED]	Email:	[REDACTED]				
Contact Number:	[REDACTED]	Fax Number:					

2. Event Information:

A. Farmer's Market licenses are only permitted at events that the Department of Agriculture has certified as Agricultural Events.

Please attach document from Department of Agricultural Resources certifying that this is an agricultural event.

Date(s) of Event: Fridays, June 7 to October 25 2024, 2:00pm to 6:00pm

B. Contact person for applicant during event:

Name:	Jeff Venuti
Phone number of contact:	[REDACTED]

C. Description of the premises within the Farmer's Market:

Address of Premises for the Sale of Wine:	200 Main St.						
City/Town:	Franklin	State	MA	Zip	02038	Phone Number of Premises:	[REDACTED]
Describe Area to be Licensed:							
Franklin Town Common							

**APPLICATION FOR LICENSE BY A FARMER WINERY TO SELL AT A
FARMER'S MARKET
(CH.138, §15F)**

3. Existing License(s) to Manufacture, Export and Sell at Retail:

List the license(s) you hold which authorize the manufacture, exportation and retail sale of wine to consumers: (Attach a copy of each license)

Name	License Type	License Address
Blisspoint LLC dba Blisspoint Meadery	MA ABCC Farmer-Winery License	1 Fox Run Rd, Bedford MA 01730

4. Are you providing, without charge, samples of wine to prospective customers?

Yes No

Section 15F specifically requires that "all samples of wine shall be served by an agent, representative or solicitor of the licensee."

A. If yes, please provide names and addresses of all agents, representatives and solicitors:

Name	Address	ABCC License Number
Jeff Venuti	1 Fox Run Rd, Bedford MA 01730	FW-LIC-000138

B. Proof of Age for Sale to Consumers:

Please identify all methods by which you will obtain proof of age before providing samples or making any sales of wine to consumers :

valid photo ID, like Driver's License or Passport

5. Transportation and Delivery:

Please identify in detail all persons or businesses that are licensed under M.G.L. c. 138, §22 that will be making any delivery of wine on your behalf to the Farmer's Market in Massachusetts.

Jeff Venuti (TR-LIC-005556)

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

**APPLICATION FOR LICENSE BY A FARMER WINERY TO SELL AT A
FARMER'S MARKET
(CH.138, §15F)**

6. Safety and Tax Registration:

Has the Farmer's Market registered with the Food and Drug Administration? Yes No Registration Date:

7. Disclosure of License Disciplinary Action:

Have any of the your licenses to sell alcoholic beverages ever been suspended, revoked or cancelled? Yes No

If yes, list said interest below:

Date	License	Reason why license was Suspended, Revoked or Cancelled

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, I have filed all state tax returns and paid all state taxes required under law. I further understand that each representation in this application is material to the determination of the application and state under penalty of perjury that all statements and representations therein are true.

Note: The LLA may require additional information.

Signature



Title

Owner

Date

04/29/2024

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources
100 Cambridge Street, 9th Floor, Boston, MA 02114
www.mass.gov/agr



Maura T. Healey
GOVERNOR

Kimberley Driscoll
LIEUTENANT
GOVERNOR

Rebecca L. Tepper
SECRETARY

Ashley E. Randle
COMMISSIONER

4/24/26

Blisspoint Meadery
Blisspoint Meadery
1 Fox Run Rd Bedford, MA
01730

Dear Blisspoint Meadery,

Please be advised that your application for certification of the Franklin Farmers Market occurring on Friday 6/7/2024 through Friday 4/26/2024 between the hours of 02:00 PM to 06:00 PM as an agricultural event pursuant to M.G.L.c. Section 15F has been approved.

Please remember that, upon certification of an agricultural event by MDAR, the farm-winery must submit a copy of the approved application to the local licensing authority along with the application for obtaining a special license from the city or town in which the event will be held. Upon issuance of a special license, the winery should confirm that a copy of the special license was sent by the local licensing authority to the Alcoholic Beverages Control Commission (ABCC) at least seven (7) days prior to the event.

A handwritten signature in blue ink that reads "Ashley E. Randle".

Ashley E. Randle, Commissioner

1. Applicant information

Name of Licensed Farm-Winery: Blisspoint Meadery

Farm-Winery License Number: 138

State of Issue: MA

Contact Person: Blisspoint Meadery

Address:

1 Fox Run Rd
Bedford, MA 01730

Phone Number: [REDACTED]

Email: [REDACTED]

Correspondence preference: Email

Do you intend to sell, sample, or both?

Sell

Sample

2. Event Information

Name of Agricultural Event: Franklin Farmers Market

Type of Event: Farmers Market (as defined by MDAR policy)

If you selected "Other Agricultural Event", how does this event promote local agriculture?

Event Address:

200 Main St
Franklin, MA 02038

Event Phone Number: 508-498-8325

Event Website: <https://www.franklinfarmersmarketma.com/>

3. Event Description

What are the date(s) and time(s) of the event?

If this is a weekly event, on what day of the week does the event occur?

Start date: 06/07/24

End date: 10/25/24

Time: 02:00 PM

If this is a weekly event, on what day of the week does the event occur? Friday

If the event is an agricultural fair, does the event include competitive agriculture? N/A

Is the event sponsored or run by an agricultural/horticultural society, grange, agricultural commission or association whose primary purpose is the promotion of agriculture and its allied industries?

No

4. Event Management

Name of Event Manager: Lauren Kloos

Email Address: [REDACTED]

Phone Number: [REDACTED]

Is this person the on-site manager? Yes

If no, identify on-site manager (include contact information):

If there are multiple managers, list them and include contact information:

Attach on-site manager(s) resume(s) or list any credentials or training of the on-site manager(s):

https://massgov-my.sharepoint.com/:w:/g/personal/michael_w_orcutt_mass_gov/EbTzIOelyTFAuRUTum1sYI4BBjJB2qunDwTQeufAxbx6DQ?name=/119598775_FranklinFarmersMarketResumeofEventManager2024.docx

General

Attach a plan depicting the premises and the specific location where the license will be exercised.

[https://massgov-my.sharepoint.com/:b:/g/personal/michael_w_orcutt_mass_gov/ER0PQK_W98xNqnniuSsXTKkBnBc814XqtzFxEROQvugWVQ?name=/119598994_FranklinFarmersMarketPlan DepictingPremise2024.pdf](https://massgov-my.sharepoint.com/:b:/g/personal/michael_w_orcutt_mass_gov/ER0PQK_W98xNqnniuSsXTKkBnBc814XqtzFxEROQvugWVQ?name=/119598994_FranklinFarmersMarketPlan%20DepictingPremise2024.pdf)

Signature of Applicant

I hereby certify that all information provided in connection with this application, including all attachments, is true, accurate, and complete to the best of my knowledge under the penalties of perjury. I further understand that any falsification, omission, or concealment of material fact may result in the denial of this application and further legal action by the Department.

Date: 4/25/2025

Name: Jeff Venuti

Title: Owner

Farm-Winery License Number: 138

State: MA

For Department use only

Approval:

The event listed above is an approved agricultural event by the Massachusetts Department of Agricultural Resources under M.G.L. C138, Sec. 15F.

Signature: 

Date: 4/26/24

From: [Lauren Kloos](#)
To: [Jeff Venuti](#)
Subject: 2024 Application
Date: Saturday, April 6, 2024 3:15:51 PM

Hello

You are receiving this email to inform you that your application has been approved for the Franklin Farmers Market PARTIAL season spot.

Next steps:

Submit payment to secure your spot:

\$25/day - Total: \$250

Checks should be made out to: Franklin Farmers Market
and mailed to:

Roger Trahan
1 Green St
Franklin, MA 02038

Dates Confirmed:

6/7/2024
6/21/2024
7/12/2024
7/26/2024
8/9/2024
8/23/2024
9/6/2024
9/20/2024
10/4/2024
10/18/2024

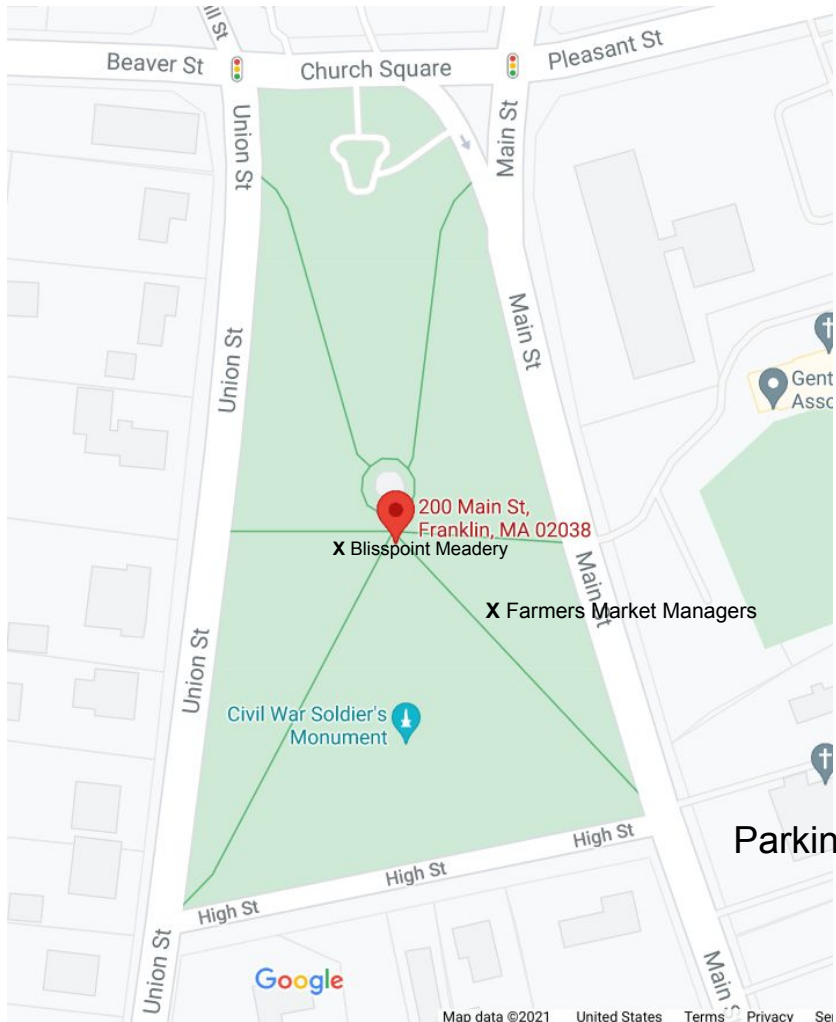
As we get closer to the market you will receive reminder info about the market and your spot assignment. As always, if there are any questions feel free to reach out.

Lauren and Roger
Franklin Farmers Market
Market Managers

Vendors	Description
A Night Owl Farm	Vegetables grown using organic practices - Eggs from happy hens, small batch flowers
Ackermann Maple Farm	Wood fired Maple Syrup, family owned, Vermont!
Amado Ceramics	Hand made an wheel thrown ceramic vessels - Unique pieces - Safe for food, oven, microwave and dishwasher
Angel Hair Alpacas	Environmentally friendly, highly efficient and luxurious alpaca fiber products. We sell what may be the world's most comfortable socks, incredible hats, scarfs, gloves and mittens. Also the cutest alpaca fleece bears and alpacas ever!
Barbara Sherman w/ Fish from Boston Sword and Tuna	I offer fresh prepackaged fish for sale each week. Depending on the availability, I will bring arctic char, bluefish, cod, haddock, halibut, salmon, sea scallops, striper, swordfish and frozen salmon burgers. All fish will fall under the fin and scallop category. Other fish may be added if available.
BirchTree Bread Comp.	Naturally leavened breads made with local grains, pastries, cookies, house made spreads
Boundless Bakery	Vegan Baked Goods including items such as Whoopie Pies, Cookies, Oatmeal Fruit Bars, Muffins, and More!
Cook's Valley Farm	Our own fresh fruits and vegetables; fresh cut flowers
Custom Creations by Lorri Beth	*Handmade Heirloom Quilts, Dolls, Doll quilts & beds *Memory Bears * And sew much more!
DL's Fresh Squeeze	Fresh squeezed lemonade, squeezed and made at the stand, a recipe that was started and began in Marshfield, Ma. 2012, I also do limes or mix limes with lemons, but lemonade is by far the most popular.
Doglio Coffee	Organic, ethically sourced coffee Espresso and cold brew bar that includes nitro cold brew Sell organic coffee products from packaged coffee to their small batch bottled cold brew
Edible Gardens by Sully	-Seedlings -Pre-assembled and custom ordered planters -Edible gardening education opportunities

Eric's Sharper Edge	Sharpening knives, scissors, garden tools etc...
Everything Jalapeno and NOT	Home made Jams,Pickles , Relish and Salsa Hot and not Hot
Fairmount Fruit Farm	Vegetables, Fruit, Eggs
First Leaves Family Farm	Live and pre-cut, certified organic herb and vegetable microgreens and wheatgrass(cat grass). Giant oregano plants, Madagascar Jasmine vine, Creeping Fig vine. Garden starts. Cement gnomes various sizes, cement pots, metal art print for indoor or outdoor use.
Franklin Honey	Raw, unprocessed honey, honey bee related products (lip balm, hand cream, soap, candles)
JK Catering	Licensed Catering company that specialized in elevated charcuterie and boutique catering.
Kelly's Farm	Providing beautiful fresh produce since 1936. Are farm focuses on the quality of our produce. Along with friendly service.
Lonequilter	Fabric pouches and tote bags . Handy for holding and organizing anything you can think of.
Lunaria Famrs	Gourmet Mushrooms and Fresh Herbs
Montville Candy	popcorn.fudge.candy.woopie pies
Old Exit 17 Farm	-Cut flowers & market bouquets -Potted vegetable, herb, & flower plants -Handcrafts
Peace Bee and Rainbow Song Henna	Henna body art, henna kits, beaded hair accessories
Pumpkin Farm, The	Pasture Raised Meat & Eggs Beef, Pork, Chicken, Lamb, Goat & Turkey Eggs from Farm Roaming Hens
Sweet Willow Naturals	Handmade all natural soaps, scrubs, body butters and other body products
TC Scoops	Locally made FoMu scooped to order. FoMu is a delicious premium vegan ice cream. Individual servings and pints will be available.
The Photo Hive	Photographs of nature and landscapes Notecards of nature and landscapes Calendars

Three Wishes Bakery	We pride ourselves on food inclusivity. Our small batch baked goods are handmade without gluten or nuts that everyone loves and enjoys.
Windy Village Wellness	Our CBD wellness tinctures, topicals, and bath bombs are grown and made in Sherborn, MA using organic farming practices. All of our products are federally legal, third-party tested and non-psychoactive and most include a blend of rare cannabinoids for the best results.
Wright Old School Chocolate	Locally made dark chocolate with the boldest flavors Cocoa beans sourced from earth friendly farms Allergen free and Vegan Friendly
Wyo's Woofery	We sell a meal bar for dogs with a recipe especially designed by a dog nutritionist. A carob peanut butter for dogs and a carob chip cookie. All of our treats and food have been especially designed with dogs in mind.
Zeigler's Market Garden	- sustainably grown vegetables - local seasonal produce



200 Main St,
Franklin, MA 02038
X Blisspoint Meadery

X Farmers Market Managers

Parking



Franklin Farmers' Market
200 Main Street
Franklin MA

Rules and Regulations

The Franklin Farmers' Market operates with permission of the Town of Franklin, Massachusetts. The following regulations have been formulated with the cooperation and approval of the Town of Franklin.

The market is located on the Franklin Town Common, and operates every Friday beginning June 7nd, and ending October 25th (no market July 5th). Operating hours are from 2:00pm to 6:00pm. Vendors are requested not to arrive earlier than 1:00pm or later than 1:45pm on the day of the market. Vendors must remain at the market until 6pm unless otherwise approved by the market manager.

Any vendor wishing to sell processed foods, baked goods, meat, fish, etc. must obtain a Board of Health certificate from the Town of Franklin and provide proof of their licenses to the market manager with this registration. These items shall be wrapped, covered, and/or refrigerated as deemed necessary by the Town of Franklin Board of Health Agent and the market manager. Please use 200 MAIN ST as the address when filling out this application.

Prices shall be predominately displayed by pound, bunch or piece.

All scales are to have a Massachusetts Weights and Measures Inspection seal dated for the current market year.

Product dumping, price gouging, and loud hawking are prohibited.

The market is considered a class "B" market; defined as vendors growing or creating their own products, or selling the products of other New England producers that are

previously approved by the market manager. In the event, there is reasonable doubt that a vendor is not adhering to this definition, the market manager will have the right to conduct an on-site inspection of the vendor's farm, kitchen or workshop at a mutually agreeable time. At this inspection, the market manager will verify that the vendor is capable of creating the products that they offer for sale.

No vendor shall have the right to sub-lease, sell, transfer, or permit any other person the use of their market space without prior approval of the market manager.

If vendors wish to collect donations for a charity, this needs to be pre-approved by the market manager.

Vendors should park their cars in designated areas after unloading.

A minimum of 30lb tent weights/leg are required on all tents for every market.

Vendors are not permitted to smoke during market hours.

Vendors are required to clean their spaces and remove all debris prior to leaving.

Weather policy: The Franklin Market is a rain or shine market. Some weather (thunder, high winds, etc.) May require the market to be adjusted. If possible we will move the market up if storms are predicted for later, however a full cancel may be necessary. You will be notified by email and social media as soon as possible if this occurs.

Any market disputes should be brought to the attention of the market manager. All questions or concerns shall be directed to the market manager.

Vendors will be required to comply with health and safety regulations set by the State of Massachusetts, Town of Franklin and Market Manager. These will be provided once available.

The market manager reserves the right to cancel the privileges of any vendor who willfully violates any of these rules, *without reimbursement of market fees paid*.

The seasonal fee for attendance is \$300.00/year or daily fee of \$25/day. Due by May 15th. Payments received after May 15th will be \$325.00. Check made payable to "Franklin Farmers Market". Payment details will be sent once you are approved, spots will not be reserved until payment is received.

All applications will be reviewed after April 15th. You will receive an email reserving you spot in the market if you have been approved. Your spot will not be confirmed until

payment is received, instructions on where to mail payment will be included in your email.

Please Email us with any questions.

Lauren E. Kloos



EDUCATION

Farmers Market Nutritional Program (FMNP), Massachusetts
Training and Certification, 2021

Licensed Independent Clinical Social Worker, Massachusetts
License # 116556

Simmons College, Boston, MA
Master in Social Work, 2009

Assumption College, Worcester, MA
Bachelor of Arts in Sociology, 2006

EXPERIENCE

Franklin Farmers Market, Franklin, MA 2021-Present
Manager

- Manage the operation of the farmers market that runs weekly from June to October, incorporating vendors, entertainers and community groups.

Franklin Honey Company, INC, Franklin, MA 2010-Present
Owner and Manager

- Manage day to day runnings of small agricultural business.

Lauren Kloos, LLC, Franklin, MA October 2015-Present
Independent Clinician

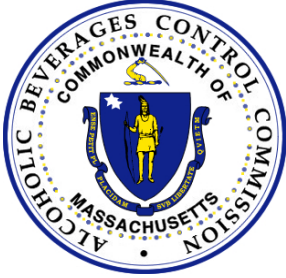
- Deliver individual therapy to patients presenting with different issues including but not limited to anxiety, depression, PTSD, ADHD, marital issues, etc.

League School, Walpole, MA Dec 2013-October 2015
Clinician & Supervisor

- Manage clinical cases for children ages four to twenty two with emotional and behavioral problems in a school setting.
- Supervise MSW interns to provide clinical oversight to cases, to promote personal and professional social work growth and development, and to enhance learning in school environment.

PROFESSIONAL AFFILIATIONS

Member: National Association of Social Workers, 2007 - Present



Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

FARMER-WINERY LICENSE

M.G.L. c. 138, § 19B

This Farmer-Winery License authorizes the following licensee to produce, rectify, blend, or fortify, keep and expose for sale and to sell wine containing not more than twenty-four percent alcohol by weight:

Blisspoint LLC DBA Blisspoint

1 Fox Run Rd.
Bedford, MA 01730

Approved by the Alcoholic Beverages Control Commission on December 04, 2023

Jean Lorizio, Chairman

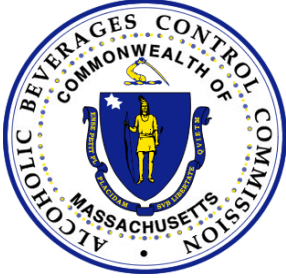
Crystal Matthews, Commissioner

Deborah Baglio, Commissioner

License Number: **FW-LIC-000138**
Record Number: **2023-000077-FW-REN**
Capacity: **5K Gallons or Less**

THIS LICENSE WILL EXPIRE DECEMBER 31, 2024 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS PLACE WHERE IT CAN BE EASILY READ



Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

TRANSPORTATION & DELIVERY PERMIT

M.G.L. c. 138, § 22

This Permit hereby authorizes the use of the following vehicle for transportation and delivery of alcoholic beverages:

Vehicle Plate Number

1013WC

Related License:

Blisspoint LLC

ABCC License Number: FW-LIC-000138

License Type: Farmer Winery

Approved by the Alcoholic Beverages Control Commission on December 04, 2023

Jean Lorizio, Chairman

Crystal Matthews, Commissioner

Deborah Baglio, Commissioner

License Number: **TR-LIC-005556**

Record Number: **2023-000077-FW-REN**

THIS PERMIT WILL EXPIRE DECEMBER 31, 2024 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS PERMIT SHALL BE CARRIED IN THE VEHICLE AT ALL TIMES

Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 21596512
CARD # 21967410

ServSafe Alcohol® CERTIFICATE

JEFF VENUTI



NAME _____
4/11/2022
DATE OF EXAMINATION _____
Card expires three years from the date of examination. Local laws apply.

©2017 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe® and the ServSafe logo are trademarks of the NRAEF. National Restaurant Association® and the arc design are trademarks of the National Restaurant Association.

17110801 v.1711

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

NOTE: You can access your score and certification information anytime at

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at

or

In Alaska you must laminate your card for it to be valid.

LICENSE TRANSACTION



Change of Hours

L Truax King Street Cafe

d/b/a King Street Cafe

390 King Street

Franklin, MA 02038

L Truax King Street Cafe d/b/a King Street Cafe is seeking approval for a change of hours on their §12 Restaurant, All Alcoholic Beverages License, to change the closing time of 3:00 p.m. to 10:00 p.m. seven days per week, Sunday through Monday.

All Departments have signed off on this application.

MOTION to approve the request by L Truax King Street Cafe d/b/a King Street Cafe to change the closing time of 3:00 p.m. to 10:00 p.m. seven days per week, Sunday through Monday.

DATED: _____, 2024

VOTED:

UNANIMOUS: _____

A True Record Attest:

YES: _____ **NO:** _____

ABSTAIN: _____

ABSENT: _____

RECUSED: _____

Nancy Danello, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

CORPORATE VOTE

The Board of Directors or LLC Managers of
Entity Name

duly voted to apply to the Commonwealth of Massachusetts Alcoholic Beverages Control

Commission on
Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input checked="" type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

"VOTED: To authorize
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,


Corporate Officer /LLC Manager Signature

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

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

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

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

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: NO FEE

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

01822-RS-0430

LICENSEE NAME: L TRUAX KING STREET CAFE, INC.

ADDRESS:

390 KING STREET

CITY/TOWN:

FRANKLIN

STATE

MA

ZIP CODE

02038

TRANSACTION TYPE (Please check all relevant transactions):

Change of Hours

Change of DBA



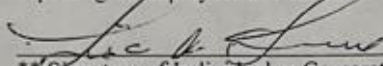
THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL
FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND
SUPPORTING DOCUMENTS TO:

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



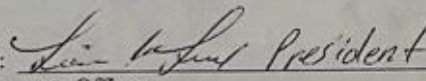
CERTIFICATE OF COMPLIANCE WITH STATE LAWS

Pursuant to M.G.L Chapter 62C, Sec 49A, and M.G.L. Ch. 151A, Section 19A, the undersigned acting on behalf on the License Holder, certifies under the penalty of perjury that, to the best of the undersign's knowledge and belief, the License Holder is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support*.



**Signature of Individual or Corporate License Holder (Mandatory)

*** License Holder's Social Security Number/or Federal Identification Number

By:  President
Corporate Officer
(Mandatory, if applicable)

Date: 7/31/23

*The provision in the Attestation of relating to child support applies only when the License Holder is an individual.

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

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

Dry Storage

EXIT

Utility closet

King Street Café floor plan 06 2023

Hallway

Restrooms

Ice

105



405

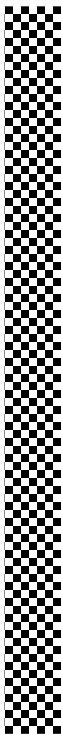
506



602

104

204



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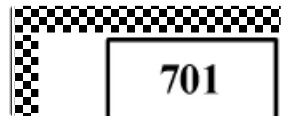
EXIT

FRONT DOOR

DISHROOM

B
A
R

Host



701

702

703

704

FRIDGE/
FREEZER

KITCHEN



Town of Franklin, MA
Nancy Danello, CMC
Town Clerk
355 East Central Street, Franklin, MA 02038

Date Issued: June 21, 2023
Record #: 124835
Certificate #: 23-100

BUSINESS VERIFICATION CERTIFICATE

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

King Street Cafe is conducted at: 390 KING ST

by the following person:

FULL NAME

Lisa Truax

RESIDENCE



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

Expiration Date: June 14, 2027

Business Owner Signature #1

A True Attest Copy

Nancy Danello, CMC

Town Clerk

Business Owner Signature #2

To learn more, scan this barcode or visit franklinma.viewpointcloud.com/#!/records/158179



Lisa Ann Truax



EXPERIENCE

The Donut Shop, Foxboro, MA — *Waitress*

1983 - 1984

Job entailed keeping up with fast pace needs by Waiting tables and responsible for takeout orders

A&J Family Restaurant, North Attleboro, MA — *Head Waitress/Hostess*

1984-1994

Job duties: Head Waitress, train new employees, and Hostess

Piccadilly Pub Restaurant, Foxborough, MA — *Waitress*

1994-1995

Job duties entailed waiting on customers

Red Wing Diner Inc, Walpole, MA — *Head Waitress/Manager*

1998-Present

Job duties: Head Waitress, train new employees, scheduling staff, working with vendors, taking care of payroll, end of the day reports, and handling customer complaints

King Street Cafe, Franklin, MA — *Waitress*

January 2023-Present

Working closely with Beau Grassia in preparation of purchasing and running King Street Cafe

EDUCATION

King Philip High School, Wrentham, MA

Class of 1982

Marlborough Business School , Marlborough, MA

1983-1984

1 year certificate program



RED WING SEAFOOD KITCHEN



390 KING STREET
FRANKLIN MA, 02038
508-541-7117

APPETIZERS

- Calamari..... \$14**
Lightly fried and tossed with banana peppers, roasted cherry tomatoes, and arugula. Served with a side of marinara.
- Mozzarella \$10**
Crunchy on the outside, melted on the inside. Served with a side of marinara.
- Seafood Cake\$16**
Our seafood cake is made with scallops, shrimp, and crab meat. Served with remoulade sauce.
- Chicken Pot Pie Eggroll\$12**
Our mother's secret pot pie recipe wrapped in an eggroll. Served with house-made cranberry mayo.
- Chicken Tex Mex Eggroll.....\$12**
Filled with corn salsa and Monterey Jack cheese. Accompanied by a side of chipotle mayo.
- Clam Cake \$10**
Our signature fried dough filled with fresh clams and seasoning. Served with a side of tartar sauce.

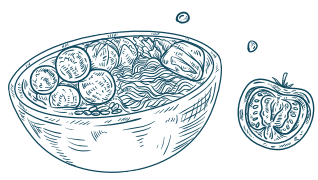
- Meatball \$14**
House-made meatball with marinara sauce and ricotta cheese.
- Onion Rings..... \$10**
House-made onion rings lightly battered until perfectly golden brown. Served with our own dipping sauce.
- Beer-Battered Mushrooms..... \$10**
Button mushrooms cooked until golden brown. Served with a side of house-made dipping sauce.
- Loaded Chicken or Beef Nachos..\$14**
Fried tortilla chips with melted Monterey Jack cheese, then topped with sliced jalapeños, shredded lettuce, sour cream, and pico de gallo.
- Chicken Tenders\$12**
Tossed with your choice of sauce: BBQ or Buffalo. Served with blue cheese.

Best Chicken Wings in Town \$14
Tossed with your choice of sauce: BBQ or Buffalo. Served with blue cheese.

HOUSE-MADE SOUPS

New England Clam Chowder
Bowl - \$12 | Cup - \$8

Soup of the Day
(Pricing & description to be provided daily)



FRESH SALADS

- Add Grilled Chicken\$5
- Add Salmon \$10
- Add Shrimp..... \$8

Caesar\$12
Romaine lettuce tossed with Caesar dressing, grated Parmesan cheese, and crostini.

Greek.....\$12
Mixed greens, shredded romaine, tricolor tomato wedges, cucumbers, Kalamata olives, feta cheese, red onion, stuffed banana peppers, and Greek dressing.

Mediterranean\$13
Mixed greens, feta cheese, tricolor tomato wedges, Kalamata olives, red onion, cucumbers, and house-made hummus. Served with warm pita bread and EVO basil pesto.

Summer\$12
Mixed greens topped with honeydew, cantaloupe, strawberries, diced feta cheese, and passion fruit vinaigrette.

Tri-Colored\$13
Arugula, radicchio, shaved fennel, crushed pistachios, grape tomatoes, pomegranate, shaved cheese, and house vinaigrette.

Caprese\$15
Sliced tricolored tomatoes with buffalo fresh mozzarella, fresh basil, and EVO drizzle.

Antipasto
A selection of pistachio mortadella, prosciutto, salami, Parmigiano-Reggiano, artisan cheese, marinated olives, fig jam, stuffed banana peppers, crostini, candied walnuts, and fruits.



BURGERS

All burgers are served with fries.
Add Sweet Fries\$2
Add Onion Rings.....\$2

Classic..... \$14
Cooked to your liking with melted American cheese, served on a brioche bun with lettuce and tomato.

Black & Blue Mushrooms.....\$15
Cooked to your liking with sautéed mushrooms and melted crumbled blue cheese, served on a brioche bun with lettuce and tomato.

Mac & Cheese Burger.....\$15
Cooked to your liking, served on a brioche bun with lettuce and tomato.

Boston BBQ Burger\$16
Cooked to your liking with caramelized onions, bacon, melted cheddar cheese, served on a brioche bun with lettuce, tomato, and garnished with a fried onion ring.

St. Patty Melt.....\$17
Cooked to your liking, served on marble rye with corned beef, melted Swiss cheese, sweet tangy mustard, lettuce, and tomato.

Brunch Burger\$16
Cooked to your liking and served with lettuce, tomato, fried eggs, bacon, and your choice of melted cheese.

SUBS / SANDWICHES

All sandwiches are served with fries.
Add Sweet Fries\$2
Add Onion Rings.....\$2

Lobster Salad Roll or Hot Butter\$24
Lightly dressed with mayo and fresh dill, served on a split brioche roll.

Fish Taco..... \$18
Shredded lettuce, pico de gallo, lime aioli.

Steak & Cheese..... \$14
Sirloin steak with onions, mushrooms, and melted American cheese served on a sub roll.

Meatball\$12
House-made meatball with marinara sauce and melted American cheese served on a sub roll.

Po'boy Shrimp\$15
Cajun shrimp, shredded lettuce, tomatoes, red onions, chipotle mayo served on a sub roll.

Chicken Parm \$14
Marinara sauce and melted American cheese served on a sub roll.

Fish Sandwich.....\$15
Lightly fried haddock, coleslaw, lettuce, tomato, served on a brioche roll.

Reuben \$14
Corned beef, melted Swiss cheese, thousand island dressing, served on marble rye bread.

Turkey Club..... \$14
Roasted turkey, lettuce, tomato, bacon, mayo, with your choice of white or wheat bread.



SEAFOOD ROLLS

All our seafood rolls are served with your choice of French fries or coleslaw.

Clam Roll - \$22
Enjoy a delightful roll filled with tender clams, lightly seasoned to enhance their natural flavors.

Shrimp Roll - \$15
A classic favorite, this roll is packed with juicy shrimp, making for a perfect light meal or snack.

Strip Roll - \$16
Filled with crisp-fried fish strips, this roll offers a delicious crunch in every bite.

Scallop Roll - \$24
Savor the rich taste of scallops in this generously stuffed roll, a true treat for seafood lovers.

*Cooked to your liking. Consuming raw or undercooked meats, seafood, poultry or eggs may increase your risk of food-borne illness, especially if you have certain medical conditions. Before placing your order, please inform your server if you or a person in your party has a food allergy.

SAUTÉED ENTRÉES

Chicken Saltimbocca\$24

Pan-seared chicken wrapped in prosciutto with demi-glace, served with mashed potatoes and vegetable of the day.

Chicken Marsala.....\$22

Pan-seared chicken finished with mushrooms, Marsala sauce, roasted potatoes, and vegetable of the day.

Salmon\$27

Pan-seared salmon topped with roasted cherry tomatoes, spinach cream sauce, potato cake, and asparagus.

Shrimp Scampi \$22

Shrimp in lemon butter white wine sauce with capers, served over fettuccine pasta.

Lobster Mac-Cheese\$26

Sautéed fresh chunks of lobster tossed with lobster mac cheese sauce and macaroni pasta, topped with toasted bread crumbs.

Seafood Pasta\$34

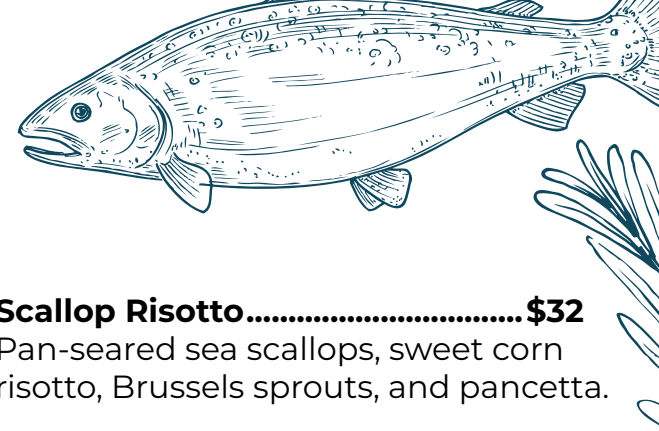
Baby clams, shrimp, calamari, scallops in a seafood broth with a hint of crushed red peppers, served over fettuccine pasta.

Greek Shrimp Pasta.....\$24

Sautéed shrimp with kalamata olives, roasted cherry tomatoes, artichokes, and lemon sauce served over spaghetti pasta.

Shrimp Risotto.....\$27

Gulf shrimp mascarpone risotto, English peas, and roasted cherry tomatoes.



Scallop Risotto.....\$32

Pan-seared sea scallops, sweet corn risotto, Brussels sprouts, and pancetta.

Parmesan Crusted Haddock\$24

Pan-seared haddock topped with breaded parmesan crust, served with mashed potatoes and vegetable of the day.

Ziti Alla Vodka..... \$18

Pink vodka sauce with pecorino romano cheese.

Add chicken: \$4

Add steak tips:\$7

Add shrimp:\$8

Add ground sausage:\$5

GRILLED ENTRÉES

Grilled Swordfish\$24

8oz swordfish served with loaded mashed potatoes and grilled asparagus.

Pork Chop\$28

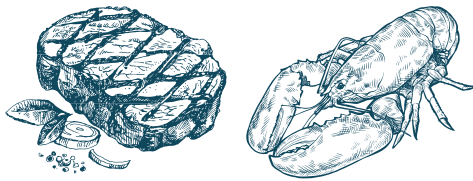
Marinated grilled pork chop finished with creamy Dijon garlic sauce, served with mashed potatoes and broccoli rabe.

Brunch Rib Eye Steak.....\$26

Cooked to your liking, topped with two fried eggs, roasted potatoes, and onion ring, finished with béarnaise sauce.

Jameson Steak Tips.....\$24

Marinated steak tips cooked to your liking, served on a mound of mashed potatoes, covered in sweet Jameson Irish whiskey sauce, and topped with house-made onion rings.



Surf and Turf\$35

14oz sirloin steak topped with chunks of lobster, then finished with garlic butter sauce and seasoned parmesan crust, served with mashed potatoes and broccoli rabe.

BAKED ENTRÉES

We cook our seafood with sherry wine and butter, topped with seasoned breadcrumbs to enhance the flavor and texture.

Baked Haddock.....\$23

Served with mashed potatoes and vegetable of the day.

Baked Scallops\$28

Served with mashed potatoes and vegetable of the day.

Baked Seafood Trio.....\$32

Scallops, shrimp, and haddock, served with mashed potatoes and choice of vegetable.

BIG SEAFOOD PLATTERS

Seafood platters are served with a roll, fries, and coleslaw.

Shrimp \$18

Enjoy a generous serving of perfectly cooked shrimp, ideal for shrimp lovers.

Clam \$32

Indulge in a platter full of tender, flavorful clams, served fresh and hot.

Scallop\$32

Treat yourself to succulent scallops, lightly seasoned and cooked to perfection.

Fried Haddock \$20

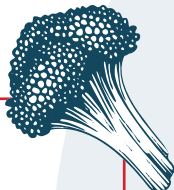
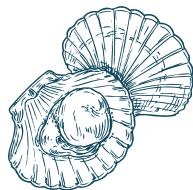
A hearty portion of our deliciously fried haddock, crispy on the outside and tender on the inside.

Clam Strip..... \$20

Crispy fried clam strips, a crunchy seafood treat.

Beer-Battered Fish Bites..... \$18

Chunks of fish coated in our special beer batter and fried until golden brown.



FISHERMAN PLATTER

Fisherman Platter Market Price

A hearty feast featuring fried scallops, whole belly clams, shrimp, and haddock. This platter comes complete with fries, onion rings, and coleslaw, making it the ultimate seafood experience.

Strip Fisherman Platter Market Price

Similar to our classic Fisherman Platter, this option also includes fried scallops, whole belly clams, shrimp, and haddock, accompanied by fries, onion rings, and coleslaw.



DESSERTS

Tiramisu - \$10

Espresso soaked ladyfingers and mascarpone.

Lava Cake - \$10

Warm molten chocolate cake and vanilla ice cream.

Death By Chocolate Cake - \$10

Whipped cream and powdered sugar.

Cheesecake - \$10

Graham crackers, strawberries, and whipped cream.

Bread Pudding - \$10

House-made golden raisin bread pudding served with vanilla ice cream.

Add Ice Cream: Vanilla or Chocolate.



SIDES

Broccoli Rabe \$5 Coleslaw.....\$4

Asparagus\$5 Onion Rings\$4

Loaded Mashed Potato...\$6 Fries \$4

Roasted Potato\$5 Sweet Fries..... \$3

Loaded Baked Potato\$5 Potato Cake.....\$3





TOWN OF FRANKLIN

RESOLUTION 24-36

**Verizon New England, Inc.
Cable License Renewal**

WHEREAS, the Franklin Town Council has considered the needs of the Town of Franklin for competitive cable television services and for funding the operation of its cable access corporation and has negotiated with Verizon New England, Inc. based upon these considerations to renew its cable license,

NOW THEREFORE, BE IT ORDERED by the Franklin Town Council acting on behalf of the Town of Franklin that the local cable license issued to Verizon New England, Inc. be renewed, upon the terms and conditions contained in the Proposed Cable Television Renewal License Agreement and that the Town Administrator be authorized to execute said document and to take any other action necessary to effectuate the renewal of said cable license.

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

DATED: _____, 2024

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: ____ **NO:** ____

ABSTAIN: ____ **ABSENT:** ____

**Nancy Danello, CMC
Town Clerk**

**Glenn Jones, Clerk
Franklin Town Council**



SPONSOR: *Town Administration*

**TOWN OF FRANKLIN
ZONING BY-LAW AMENDMENT 24-905**

**ZONING MAP CHANGES FROM SINGLE FAMILY RESIDENTIAL III
TO BUSINESS AN AREA ON OR NEAR KING STREET**

**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:

That the Zoning Map of the Town of Franklin be amended by changing from Single Family Residential III to Business an area containing **1.32± acres**, comprising the following parcels of land as shown on the Town of Franklin's Assessor's Maps:

Parcel Numbers **313-061-000** and **313-062-000**.

The area to be rezoned is shown on the attached map (“Proposed Zoning Map Changes, An Area On Or Near King Street”).

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: _____, 2024

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

Nancy Danello, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

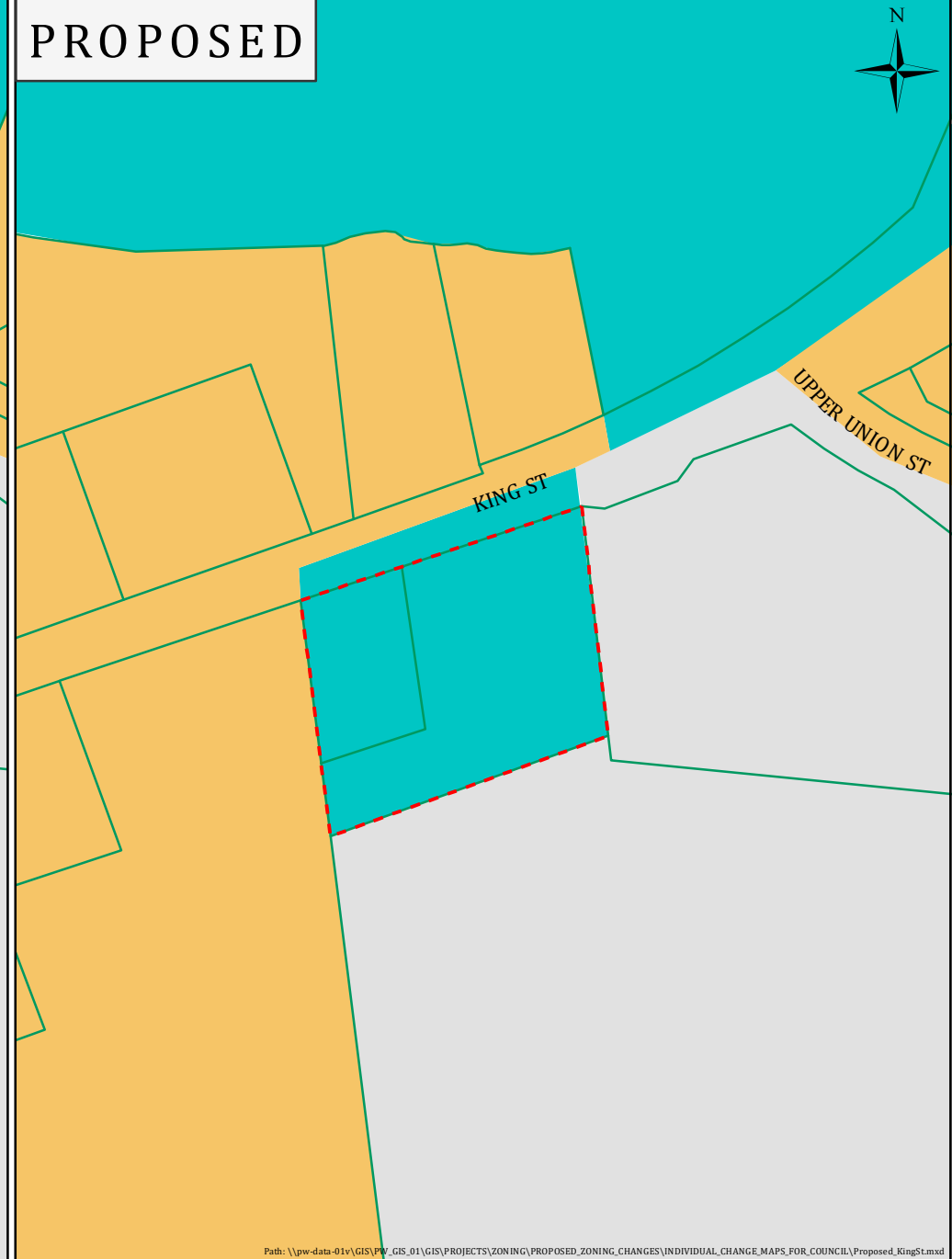
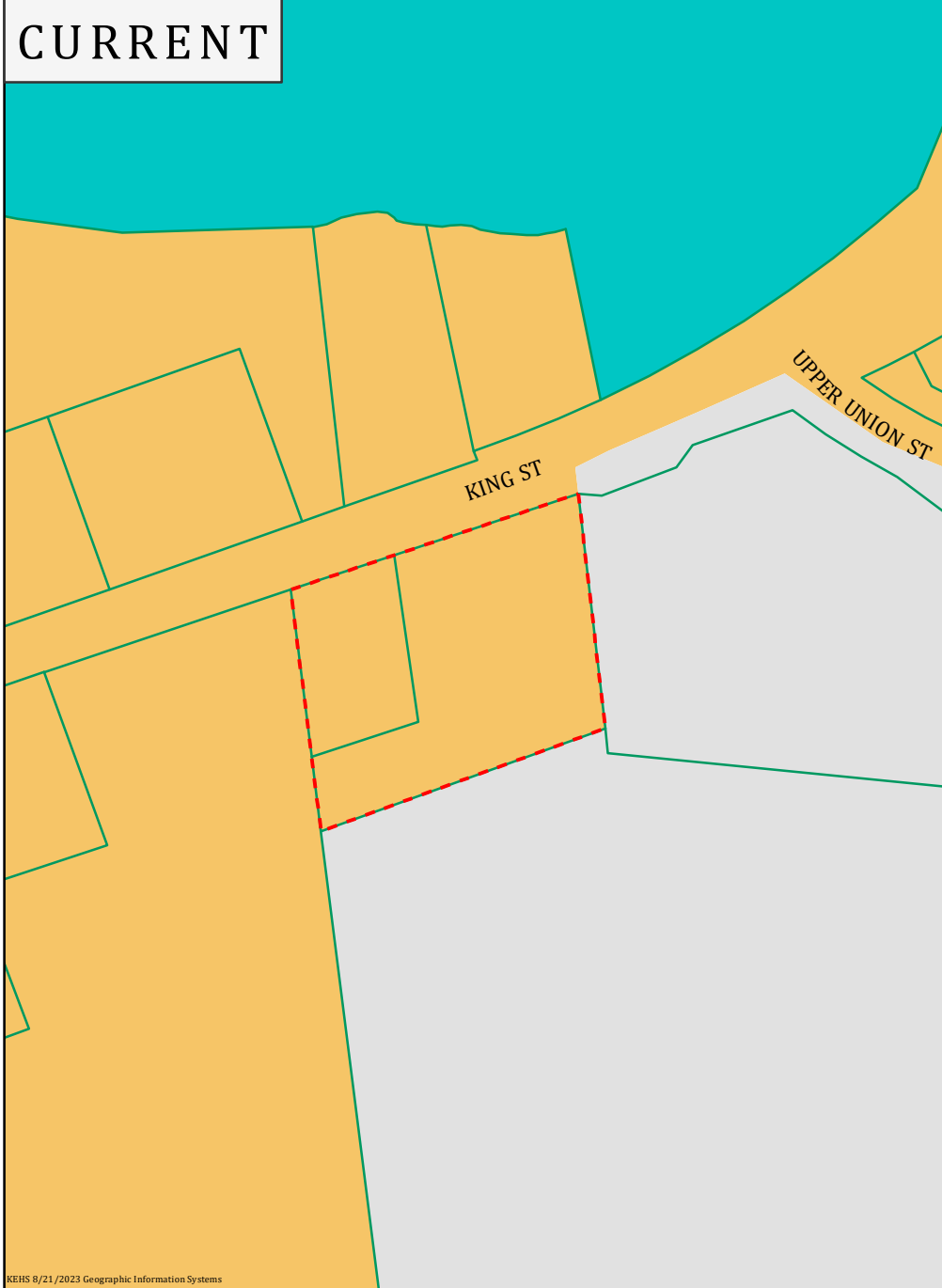
Proposed Zoning Map Changes

An Area On Or Near King Street
From Single Family Residential III to Business

24-905

- Business
- Industrial
- Single-Family III
- Area of Proposed Change
- Parcel Line

0 125 250 500 Feet



Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949
www.franklinma.gov

OFFICE OF THE TOWN ADMINISTRATOR

May 31, 2024

To: Town Council
From: Jamie Hellen, Town Administrator
Amy Frigulietti, Deputy Town Administrator

RE: Resolution 24-16: 444 East Central Street Local Initiative Program (LIP): Friendly 40B

The Council will consider its second Local Initiative Program (LIP) application in the past year. The first was 121 Grove Street and now 444 East Central Street, otherwise known as "Stobbarts" to reflect the project location at the Nursery.

This legislation originally appeared on the agenda for the April 10th Town Council meeting. After presenting, the project proponent (The Alevizos Group) received significant feedback from citizens expressing their concerns with the project and it was decided that the Council would table their vote to a future date. In the meantime The Alevizos Group has worked with Town staff to address some of the citizens' concerns by having a two hour neighborhood meeting in May to help educate the abutters, address some of concerns and questions and to further discuss the project.

Additional information is included in the April 5, 2024 dated memo from Jamie and the presentation materials from The Alevizos Group which are included in the agenda packet for the June 5th Town council meeting.

Please let us know if you have any questions.

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949
www.franklinma.gov

OFFICE OF THE TOWN ADMINISTRATOR

April 5, 2024

To: Town Council
From: Jamie Hellen, Town Administrator
Amy Frigulietti, Deputy Town Administrator

RE: Resolution 24-16: 444 East Central Street Local Initiative Program (LIP): Friendly 40B

The Council will consider its second Local Initiative Program (LIP) application in the past year. The first was 121 Grove Street and now 444 East Central Street, otherwise known as "Stobbarts" to reflect the project location at the Nursery.

The project proponent has included a powerpoint presentation that they will give at the meeting. They have also presented the most current plans that are proposed.

The Planning Board and Conservation Commission have both held hearings on the project. As a reminder, their reviews are non binding and not legally part of the "Friendly 40B" process, but as part of Franklin's process, we have asked them for their review as they have greater expertise that may help the community make more informed decisions. Both boards unanimously support the project. The project proponent has received feedback from both boards and staff and incorporated much of that feedback into the project. Board, Committee and staff letters are included in the packet.

Quick project overview:

- 265 total rental units; 67 permanently deeded affordable.
- All units count toward the Town's SHI Index to ensure we maintain our 10% affordable housing stock to prevent "unfriendly 40B's" from occurring.
- Elimination of all invasive species, introduction of native species, walking trails and preservation of the area in the rear of the parcel for our wellhead protection district.
- Location is within walking distance to all day-to-day retail needs like shopping centers, pharmacies, coffee shops, retail, restaurants and other amenities. It is also less than one mile from Downtown and the train station with excellent sidewalks on both sides of the road for pedestrian travel.
- While mitigation will be firmly permitted by the ZBA, the proponent has signaled a willingness to work with the town on potential investments toward studies to fix the King Street/140 Intersection AND possibly work with us on funding a GATRA "Route 140" bus route. Staff are far from finalizing these specifics, but based on the results of tonight's hearing, our staff will continue to work with them on these initiatives. They have been very receptive to these ideas.

I have also included two recent articles from the past couple of weeks relating to home sales and the troubling trends the state is seeing from a lack of housing. The trends are becoming even more challenging with extremely high housing costs, a lack of housing inventory, a microscopic statewide housing vacancy rate of almost 1.5%, a lack of affordable housing and now a study showing ¼ of all those young professionals are moving away from Massachusetts due to the high cost of living.

Staff are keenly aware that new development, in general, in town is not popular. We have all heard the complaints and concerns. However, at some point, housing needs to be created in order for our state, and community, to stay competitive. The project proponent and staff are committed to working with the developer to mitigate the concerns of the neighboring residents. In fact, the proponent is aware of the concerns and has worked to address them to the best of their ability and you can see those concessions and comments in the letters and presentation. We hope the feedback given can be constructive to mitigate those concerns, as opposed to obstructionism to prevent the project from moving forward.

May 24, 2024

Via E-mail: afrigulietti@franklinma.gov

Chairman Tom Mercer
Town Council
Town of Franklin
355 East Central Street
Franklin, MA 02038

Re: Response to Comments from 4/10/24 Town Council Public Meeting and
5/20/24 Neighborhood Meeting
Applicant: TAG Central LLC
Project/Property: Central Street Residences/444 East Central Street

Dear Chairman Mercer and Councilors,

We appreciated the helpful feedback during the 4/10/24 Town Council Public Meeting from the Council and residents of Franklin. Since then, we attended a Neighborhood Meeting on 5/20/24 where we met and discussed the Project in more detail with residents and answered their questions and comments. We have prepared a list below of the Town's comments from both the Council Meeting and Neighborhood Meeting followed by our responses to each comment. All comments have been carefully considered, including conducting follow-up meetings with various Town Departments to ensure our responses have been properly coordinated with the Town. The Applicant also went ahead with preparing the attached rendering of the Project from the perspective of E. Central Street so the Town can form a better understanding of the aesthetics of the Project once it is completed. Please note while we have done our best to respond to all comments raised to date, the intent of this initial review process is to provide an introduction to the Project through initial conceptual plans and studies, and gain preliminary feedback. A detailed review of all aspects of the Project will occur at a later date once fully engineered plans and studies are available during the rigorous permitting process to follow.

We look forward to attending the next Town Council Public Meeting where we hope to continue moving this exciting redevelopment opportunity forward to the next stages of the approvals process alongside the Town.

- **Comment: Concern whether the public wellhead offsite will be adversely impacted by the Project.**
 - **Response:** The Applicant is aware the subject Property is located in a Water Resource Overlay District, specifically, Zone II, which dictates specific requirements for development designed to protect the water supply and prohibit any use that would have an adverse impact. Per the Town's Water Resource Districts Map, the Zone II overlay encompasses a substantial amount of property in Franklin including where a recent, similar development has been constructed. The Applicant's Civil Engineer, Allen & Major Associates, has thoroughly reviewed the requirements of the Water Resource District in Chapter 185 Section 40 of the Town's Zoning By-laws to confirm all aspects of the redevelopment project comply with the regulations of Zone II.

Furthermore, the Project will result in substantial improvements over existing conditions relating to stormwater management and ultimately water quality. Existing stormwater conditions present unmitigated, direct surface runoff directly into the ground without any infiltration system whereas the redevelopment will provide a modern stormwater management and infiltration system in compliance with MassDEP Stormwater Management Standards. The Conservation Commission will conduct a full review of stormwater and require specific landscaping species be incorporated to further improve infiltration and ultimately water quality. In short, all parties agree that the redevelopment project will improve both the ecological and stormwater conditions of the site.

- **Comment: Further explanation needed for the Applicant’s waiver requests, specifically, as it relates to the Town’s local Stormwater Management By-law.**
 - **Response:** As is customary for projects permitted under Chapter 40B, necessary waivers are requested and often granted. As for the stormwater waiver request specifically, the Applicant must meet all statewide requirements related to stormwater including MassDEP Stormwater Guidelines which are in this case more stringent than the local stormwater requirements overall. The Applicant has reviewed and discussed the stormwater waiver request with the Town’s Water and Sewer Department and Conservation Agent and the Applicant confirms the Project is not seeking a waiver from either the Stormwater Utility Fee nor the MS4 Permit requirement. Please note all the preliminary waiver requests submitted to date were reviewed with the Planning Board and Conservation Commission, both of which voted unanimously to support the Project. That said, waivers will be thoroughly reviewed and vetted once again in the extensive permitting process to come.

- **Comment: Concern about fiscal impacts of the Project.**
 - **Response:** The Applicant’s Planning and Fiscal Impact Consultant, Mark Fougere, AICP, has updated the Project’s estimated fiscal impacts to incorporate recent updates to the property assessment data just released for FY 2024 and other ancillary revenue. Based on review of the latest assessment for like-kind, comparable communities in Franklin, the redevelopment is anticipated to generate approximately ~\$826K in annual property tax revenue to the Town. In addition to property taxes, there are other ancillary revenue generators such as vehicle excise taxes, which are projected to total ~\$60K annually, CPA surcharge estimated at ~\$16K annually, and EMS calls projected to total ~\$45K. In total, the Project is estimated to generate nearly ~\$950,000 in revenue per year to the Town.

	Units	Assessment/Unit*	Est. Assessment
Project's Estimated Assessment	264	\$265,434	\$70,074,576
Property Tax Rate	\$11.79		
Estimated Property Taxes			\$826,179
CPA Surcharge 2%			\$16,524
Vehicle Excise Tax**			\$59,252
EMS Service Calls Revenue***			\$45,649
Total Estimated Revenues			\$947,603

*Represents the average of the comparable properties, Westerly and Station 117

**avg. vehicle tax of \$175/yr per Franklin Tax collector. Assumes 5% parking vacancy.

***avg. of 46 EMS calls per year based on comparable properties at \$992.36/call per Fire Dept.

There are other less quantifiable revenue generators for the Town such as increasing revenue for surrounding small businesses, increasing market values for local residential and commercial

property owners, and creating jobs in Town through both the construction and operation of the new community. The Project will also help with attracting and keeping young professionals and other qualified workforce in Town, which is a major problem across the State broadly. This is accomplished by creating much-needed rental housing which increases supply and, in turn, eases rents making housing more affordable overall. In addition, the Project will create 66 affordable housing units which may be specifically designated/prioritized for local Franklin residents through Local Preference* (*up to 70% of the affordable units can be set aside for Franklin residents).

Regarding school costs, the Applicant met with the School Business Administrator of Franklin Public Schools to better understand and clarify the incremental school costs contributed by the Project. Based on Town Appropriations, the gross per student cost is approximately \$17,375; this expense includes many costs that have no direct connection with enrollment including school building expenses and administration personnel. Using this gross per pupil cost to estimate future school costs has no basis in projecting budgetary increases from new students. Given enrollment has steadily declined over the years, with this trend expected to continue based on School Department demographic studies, the school system has the capacity to accept new students. New students entering the school system are replacing empty seats without, in most cases, incurring additional costs. A starting teacher, with benefits, ranges in cost between \$80,000 – \$100,000/year. Should additional staff be required as a result of this project, actual costs will be significantly less than the gross per student cost noted above.

Overall, in the experience of the Applicant's Planning and Fiscal Impact Consultant, communities similar to the proposed Project consistently deliver net fiscally positive results for the Town, typically by a substantial margin.

- **Comment: Concern that if the Project is ultimately approved, the development may not be built due to an inability to capitalize and/or phasing construction over a lengthy period which would result in the property remaining an eye soar and a blight.**
 - Response: The Applicant is investing substantial resources into pursuing approvals for the Project and would not be doing so if we did not have full confidence the Project will ultimately be capitalized. While a detailed construction schedule has yet to be completed, the Project is intended to be constructed all at once as quickly as possible, delivering units for occupancy upon the completion of each building. The longer the development takes to complete, the less economic it becomes due to ongoing, accruing capital costs. As such, the Applicant is incentivized to complete construction and transform the current blighted state of the Property into a first-class project as soon as possible.

- **Comment: Can the Project help facilitate a connection between the Town Forest Recreation Area's walking trail network and the new conservation land to be conveyed to the Town by the Applicant, expanding an important public open space for the Town as well as improving pedestrian connectivity for the Project?**
 - Response: As previously requested by the Town, the Applicant is willing to convey a portion of the southerly side of the Property that is outside the development limits to the Town. Since this land is near the Town Forest, the Town could potentially utilize it to expand the Town Forest Recreation Area or as conservation land. The Applicant met with the Conservation Commission and Water & Sewer Department to analyze the potential for the Town to expand

the public walking trail network and the Town Forest Recreation Area overall. Based on that preliminary discussion, there appears to be a potential opportunity to expand the Town Forest and its walking trail network by utilizing the land to be conveyed. The Applicant has prepared the attached concept to illustrate this (Exhibit A). Please note this has been prepared for conceptual illustration purposes only to advance further discussion and feasibility analysis. The Applicant is committed to supporting the Town with this endeavor in a variety of ways during the permitting process to follow to confirm feasibility and help make this opportunity a reality. The expansion of the Town Forest and its trail system would not only benefit the Project by providing additional pedestrian connectivity, but would also benefit the public by expanding an important open-space amenity commonly used in Town by residents as well as the youth who attend the local Camp Haiastan, which abuts the Town Forest.

- **Comment: Further clarification requested on the reasoning behind not relocating the clubhouse closer to the street.**
 - **Response:** We acknowledge further detail is needed to clarify the previous response provided in our letter dated 2/19/24 to the Planning Board and at previous meetings regarding relocating the clubhouse closer to the street. It is not possible to relocate the clubhouse closer to E. Central Street due to the location of wetlands onsite, specifically, the stream which runs down the center of the property. As illustrated by the graphics attached as Exhibit B, there is a small section of the stream in front of the clubhouse near the street which cannot be built or improved upon as confirmed with the Conservation Commission/Agent. The current site plan accounts for this constraint by designing around it, keeping the stream intact in its current condition, which has been coordinated with the Conservation Commission/Agent. As such, the clubhouse and associated parking and turnaround area must remain in its current configuration. The Applicant believes the current location is better from both a design and functionality standpoint anyways; the clubhouse, housing the community's amenities and essential operating functions such as property management, leasing and mail/package delivery, should be central to residents and positioned safely away from street traffic.

- **Comment: A resident asked whether a fence could be incorporated into the Project near the segment of the easterly property line that abuts the properties at the end of Red Gate Lane.**
 - **Response:** The Applicant is happy to consider incorporating a fence at this location during the comprehensive permitting process in the coming months.

- **Comment: Concern about traffic impacts contributed by the Project.**
 - **Response:** It is important to note that a comprehensive Transportation Impact Assessment will be prepared for the Project that will be subject to peer review by a third party, independent Traffic Engineer. That said, while we do not have all the data necessary to understand the full scope of traffic impacts yet and adequately address all of the Town's concerns, we wanted to provide some additional context as to, 1) the Project's initial anticipated traffic volumes and associated impacts and, 2) outline the opportunities for improvement strategies that can benefit the Town.
 - 1) Initial Assessment of Traffic Volumes/Impacts:
 - Without adjustment (reduction) to account for the use of transit, pedestrian/bicycle use or residents that work-from-home, the Project is predicted to generate approximately 123 vehicle trips during the weekday

morning peak-hour, 126 vehicle trips during the weekday evening peak-hour and 105 vehicle trips during the Saturday midday peak-hour;

- Based on the latest (2022) U.S. Census data, approximately 19 percent of residents of the Town of Franklin reported that they worked from home. Assuming that a similar percentage of residents work-from-home, the Project would generate between 82 and 102 vehicle trips during the weekday and Saturday peak hours;
- For comparison, an as-of-right retail development of 200,000 sf would generate 252 vehicle trips during the weekday morning peak-hour, 930 vehicle trips during the weekday evening peak-hour and 1,126 vehicle trips during the Saturday midday peak-hour, or up to 10 to 11 times the number of trips that are expected to be associated with the Project without the benefit of a comprehensive mitigation program;
- The Project will be less impactful than a comparable size commercial development located on the same site as trips associated with residential uses are dispersed over the day and not concentrated during the same peak hours as those of the existing commercial uses along the Route 140 corridor;
- No safety deficiencies were noted with respect to the motor vehicle crash history along the Route 140 corridor in the vicinity of the Project;
- The predicted traffic volume increase along the Route 140 corridor is expected to be less than 10%, which is within the range on normal daily traffic volume fluctuations and would not be expected to result in a significant impact (increase) on motorist delays or vehicle queuing over existing or anticipated future conditions without the Project, and;
- The Project is ideally situated to promote pedestrian trips and the use of transit given the close proximity (1 mile) to the Franklin MBTA Station and the advancement of specific improvements such as the new sidewalk connecting the Project to the retail opportunities to the west and working with the Town to establish the GATRA bus service along Route 140.

2) Improvement Strategies

- Grant Opportunities – The creation of affordable housing provides the Town opportunities for state grant programs which are typically in the order of \$2 million under the HousingWorks and/or MassWorks Infrastructure Programs to complete potential improvements along Route 140 and Chestnut Street;
- Mobility – The missing sidewalk connection in front of the Project site along the south side of Route 140 will be constructed and/or funded by the Applicant and will connect the Project and residential areas to the east to the recreational and shopping opportunities to the west;
- Transit Access – The Applicant will work with the Town for the establishment of GATRA bus service along Route 140 to provide connectivity to shopping opportunities, Dean College, Town Center and the Franklin MBTA Commuter Rail Station, which is located within ~1-mile of the Project, and;
- Capacity & Traffic Flow Improvements – Applicant is willing to prepare a Conceptual Design Report to assist the Town to advance the formal design

and construction of improvements at the Route 140/Chestnut Street/ King Street intersection, and implement traffic signal timing improvements.

In summary, the Project will result in the creation of additional trips along the Route 140 corridor; however, the increase in traffic is within the range of normal daily traffic volume fluctuations and the associated impacts will be far less than those that would be attributable to a comparable size as-of-right commercial development. The creation of housing at this location, particularly affordable housing via the collaborative Friendly 40B approach as opposed to an as-of-right commercial development, provides opportunities for the Town to advance improvements along the Route 140 corridor to address existing traffic conditions.

A detailed Transportation Impact Assessment will be prepared as a part of the permitting process which will be subject to a rigorous review by an independent Traffic Engineer, ensuring that the interests of the Town and residents are addressed.

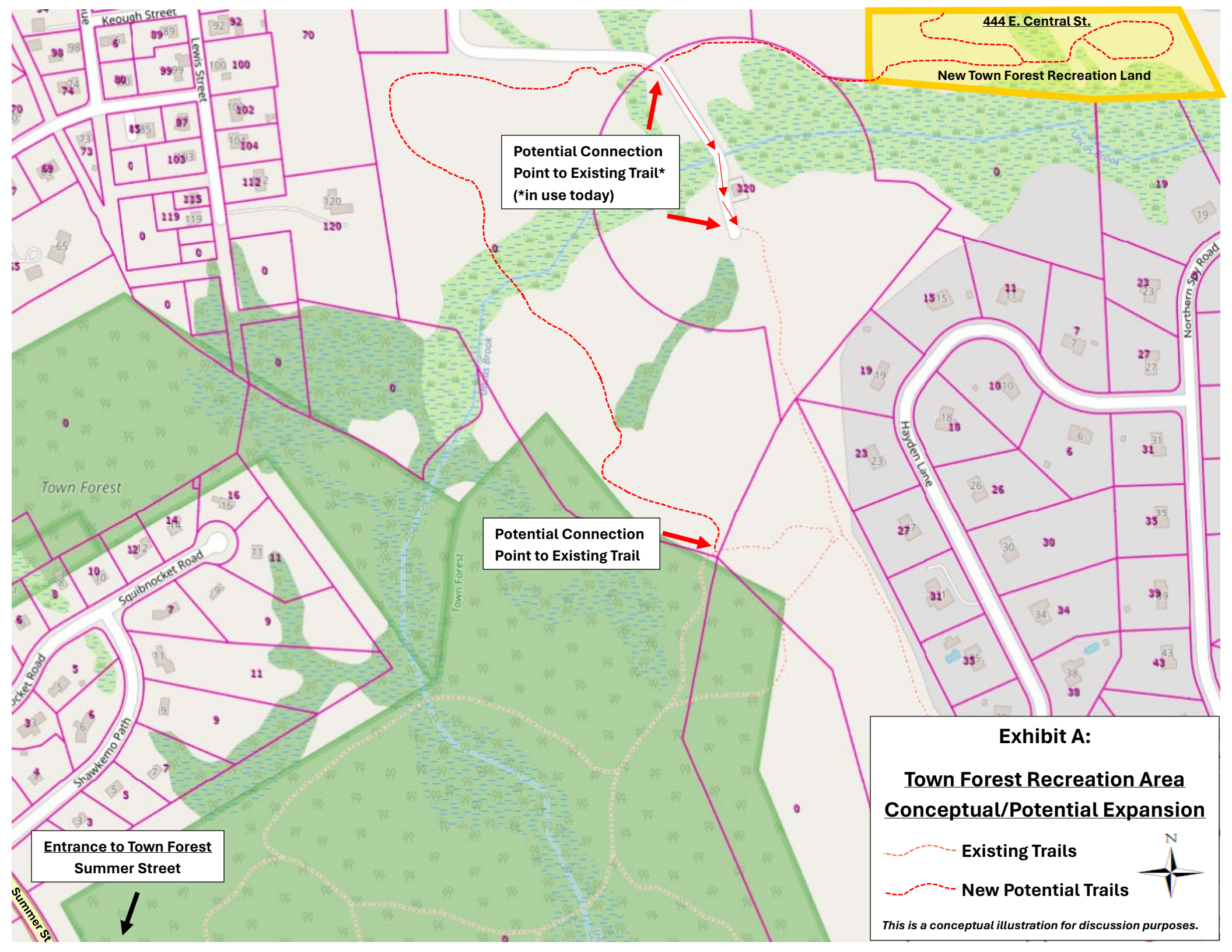
- **Comment: What is the Town’s current Subsidized Housing Inventory (SHI)?**
 - **Response:** The Town’s current SHI is 10.86%, as confirmed with the Executive Office of Housing and Livable Communities (EOHLC). The State mandates all towns to have a minimum of 10% of their housing stock be affordable, so the Town currently meets the required threshold by a slim margin which is anticipated to become slimmer when the housing stock figure is reset upon the release of the next census. Although only 25% of the Project contains affordable units which equates to 66 units, under Chapter 40B all of the 264 total units, including the market rate units, count towards the Town’s SHI. The additional 264 SHI units from the Project offer meaningful protection to the Town from being exposed to future, “unfriendly” 40B applications. If/when the Town falls below the 10% threshold, the Town would be rendered more or less powerless over those potential “unfriendly” 40B proposals.

- **Comment: Question of whether the Town’s water system has the capacity to serve the Project.**
 - **Response:** The Town Engineer has confirmed “the Town’s water system has the capacity to serve the proposed development” in a letter to the Applicant’s Civil Engineer dated 2/9/24.

Respectfully,



A.J. Alevizos
TAG Central LLC



444 E. Central St.
New Town Forest Recreation Land

**Potential Connection
Point to Existing Trail*
(*in use today)**

**Potential Connection
Point to Existing Trail**

**Entrance to Town Forest
Summer Street**

Exhibit A:
**Town Forest Recreation Area
Conceptual/Potential Expansion**

--- Existing Trails
- - - New Potential Trails

This is a conceptual illustration for discussion purposes.


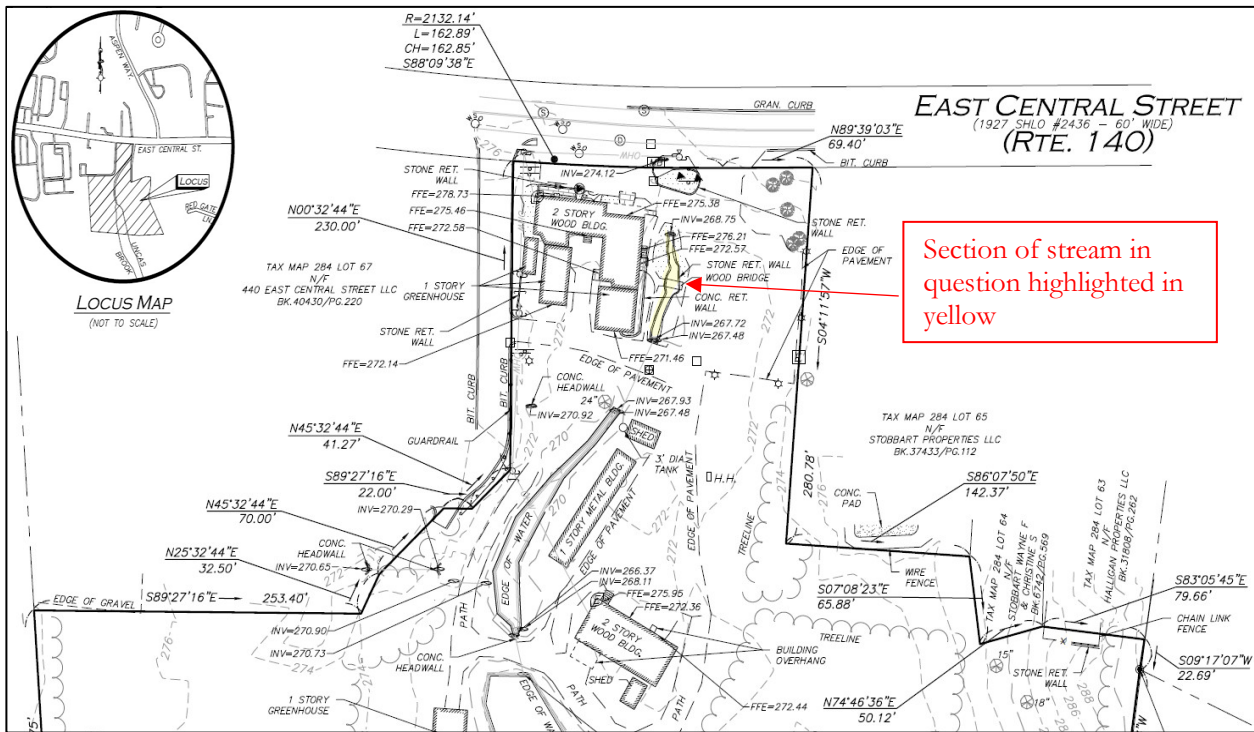
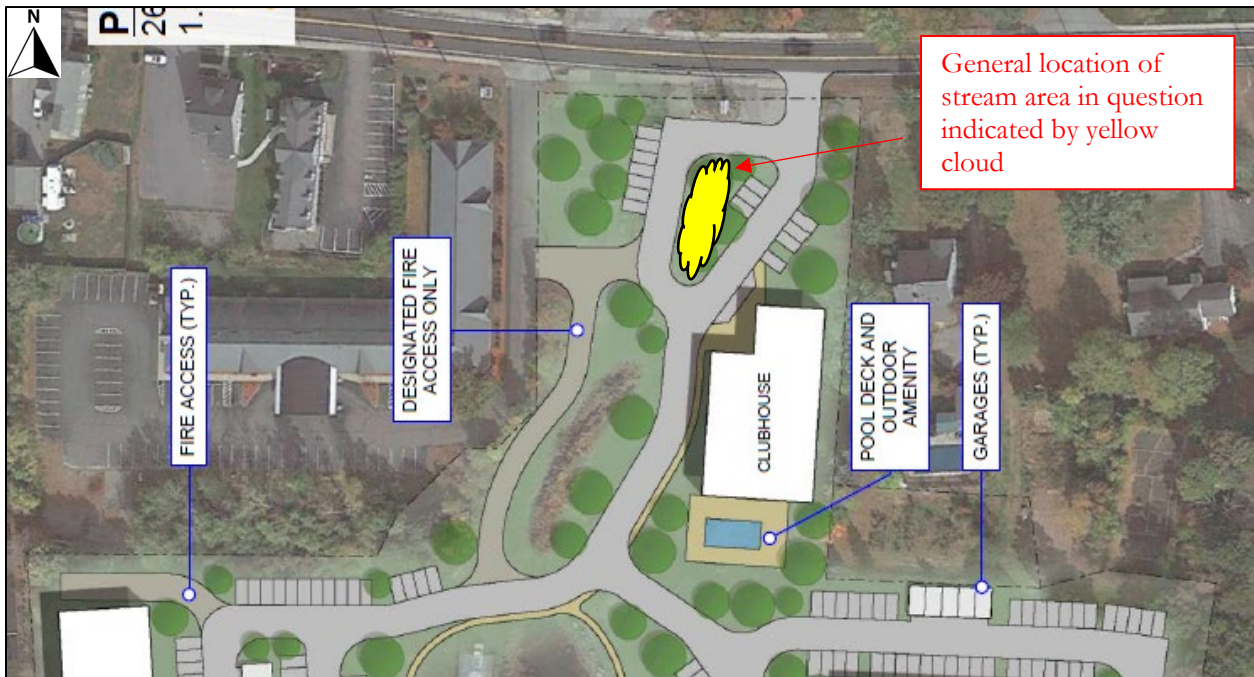


EXHIBIT B

Current Survey/Existing Conditions Plan



Current Site Plan



*The plans above do not share the same scale.



Central Street Residences
Franklin, MA
4/30/2024

View From E Central Street
CUBE 3 | 56 High Street | North Andover, MA 01845 | 978.989.9900 | cube3.com

CUBE3
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TOWN OF FRANKLIN RESOLUTION 24-16

FRANKLIN TOWN COUNCIL SUPPORT FOR PROPOSED GL CHAPTER 40B AFFORDABLE HOUSING PROJECT AT 444 EAST CENTRAL STREET PURSUANT TO DHCD'S LOCAL INITIATIVE PROGRAM (LIP): FRIENDLY 40B

WHEREAS, GL Chapter 40B Sections 20-23 provide a legal framework for the creation of local affordable housing which is administered by the Massachusetts Department of Housing and Community Development (DHCD) and DHCD has enacted a regulation creating the Local Initiative Program (LIP) which allows a Chapter 40B developer to work collaboratively with a municipality to obtain its support for a proposed affordable housing project; and

WHEREAS, DHCD's LIP regulation provides that a municipality demonstrate its support through its Chief Executive Officer's signing a letter of support, and Franklin's Home Rule Charter provides that the municipality's Chief Executive Officer is the Town Administrator; and

WHEREAS, The Franklin Town Administrator has created a voluntary process and checklist for a developer who proposes a Chapter 40B LIP affordable housing project to follow, which includes informal reviews by Town staff, the Planning Board and Conservation Commission, and a presentation to the Franklin Town Council; and

WHEREAS, The Alevizos Group has proposed to develop a Chapter 40B affordable housing project on approximately fifteen acres of land located at 444 East Central Street consisting of up to two hundred, sixty-five (265) rental units; and

WHEREAS, The Alevizos Group has submitted an application to Town pursuant to the above-described voluntary LIP approval process and participated in above-referenced reviews and made a presentation to the Franklin Town Council at a duly posted public meeting thereof.

NOW THEREFORE the Franklin Town Council, acting on behalf of the Town of Franklin, hereby expresses its support for The Alevizos Group's proposed affordable rental housing project of up to two hundred, sixty-five units to be developed on approximately fifteen acres located at 444 East Central Street and directs the Town Administrator to prepare and sign a letter of support to DHCD for the proposed project and to sign any DHCD Applications and/or other forms and to take any other action which DHCD requires to demonstrate Town's support for the project.

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

DATED: _____, 2024

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

Nancy Danello, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949
www.franklinma.gov

OFFICE OF THE TOWN ADMINISTRATOR

Memorandum

May 31, 2024

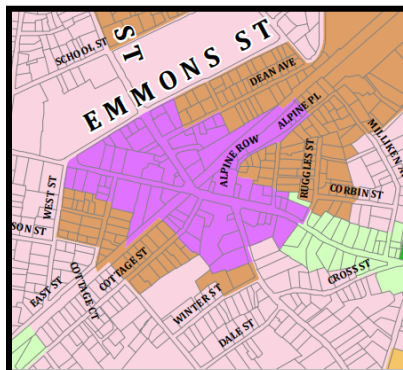
To: Town Council
From: Jamie Hellen, Town Administrator
Amy Frigulietti, Deputy Town Administrator

Re: **Downtown Commercial Parking**

As always, Bryan Taberner has provided an in depth memorandum on the zoning bylaws the Council is considering tonight. **All three bylaws are referrals to the Planning Board.**

Some additional points for clarity:

- The original purpose of these bylaws is to comply with the MBTA Communities law that has been widely in the news re: the Attorney General lawsuits against the Town of Milton.
- To comply with the law, the Town needs to make one change: eliminate the need for commercial business to have on site parking requirements within ONLY Downtown/Commercial Zoning district. The permitting staff unanimously believe this one change is worth it to comply with the law. No additional density of housing will be required. This one change will result in compliance with the law, which is a major victory for the community and will ensure we remain very competitive for state grant funding. The current zoning requires one parking space per 500 sq feet of commercial space. Given the incredibly small parcel sizes of the downtown district, required parking is a waste of space. Furthermore, the Town just opened up two of its downtown parking lots for all day use without restrictions. The municipal lots would be perfect for downtown businesses to allow their employees and customers to use our underutilized lots. The D/C District is here:



- The EDC altered the original bylaw proposal by also eliminating the parking requirement for residential within the Downtown Commercial (DC) district. In other words, zero parking spaces will be required for any residential units constructed within the DC district. The EDC voted 3-1 in favor of this change. The current parking ration is 1.5 spaces per unit, which the staff has always believed is too high. The staff believes that 1 space per unit is reasonable. It is important to note that the residential component of this bylaw proposal is NOT required in order to comply with the MBTA communities law.
- How would zero parking in the D/C district affect the town? 19 Dean Avenue offers an excellent example. The 19 Dean Avenue parcel has been approved by the ZBA to have 16 units of housing on a four story complex with zero dedicated parking spaces. Hence, those units will be sold with no dedicated parking for those units. So if a tenant needs a car or wants one, they will be relegated to parking on the street in zones that do not have street parking regulations (or they will need to make other accomodations). Or, those who would buy those units will not have a car (which is certainly feasible). It is noteworthy that after getting approved for 16 units through the ZBA, the developer sold the parcel and project due to the unknown market for housing with no dedicated parking.
- The staff suggest, as always, to refer the bylaws form the EDC to the Planning Board of review to have them weigh in. It is within the purview of the Council to amend the bylaw proposals before referring those bylaws to the Planning Board.

As always, staff are available to answer any questions you may have.

FRANKLIN PLANNING & COMMUNITY DEVELOPMENT

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

MEMORANDUM

TO: JAMIE HELLEN, TOWN ADMINISTRATOR
FROM: BRYAN W. TABERNER, AICP, DIRECTOR
RE: MBTA COMMUNITIES COMPLIANCE UPDATE, & RECOMMENDED ZONING BYLAW AMENDMENTS
**CC: AMY FRIGULIETTI, DEPUTY TOWN ADMINISTRATOR; MARK CEREL, TOWN ATTORNEY;
GUS BROWN, ZONING ENFORCEMENT OFFICER; AMY LOVE, TOWN PLANNER**
DATE: APRIL 25, 2024

As requested by the Town Council's Economic Development Subcommittee, the Department of Planning & Community Development (DPCD) is submitting three Zoning Bylaw Amendments related to the Town of Franklin's Section 3A District/MBTA Communities multifamily zoning requirements, and recommendations from the "Franklin For All" project performed by the Metropolitan Area Planning Council (MAPC).

An April 4, 2024 memo that was submitted to the Economic Development Subcommittee is included as Attachment A. The memo provides details about the Town's MBTA Communities multifamily zoning requirements, an assessment of the Town's compliance, and recommended Zoning Bylaw Amendments.

To be compliant with Section 3A District/MBTA Communities multifamily zoning requirements, the Town needs to make a change to the Zoning Bylaw which would eliminate minimum parking space requirements for non-residential development in the Downtown Commercial (DC) Zoning District. The reasons are detailed in Attachment A.

At their April 10, 2024 meeting the Economic Development Subcommittee reviewed three proposed Zoning Bylaw Amendments and recommended a change to one, which will eliminate minimum parking space requirements for all uses in the DC Zoning District, both non-residential and residential development. The Town Administration and DPCD staff support this change.

The following amendments are attached for consideration:

Zoning Bylaw Amendment 24-906, Changes to §185-3. Definitions, Mixed Use Development Definition, adds a definition for Mixed Use Development.

Zoning Bylaw Amendment 24-907, Changes to §185-21 Parking, Loading and Driveway Requirements, Elimination of Minimum Parking Requirements in Downtown Commercial Zoning District, removes minimum parking space requirements for nonresidential and residential uses in the DC Zoning District.

Zoning Bylaw Amendment 24-908, §185 Attachment 7. Part VI, Addition of Mixed Use Development to Use Regulation Schedule, adds Mixed Use Development to the use regulations schedule.

If Town Council supports the attached Zoning Bylaw Amendments, I request it sends the Amendments to the Planning Board for a public hearing. Please let me know if you have questions or require additional information.

FRANKLIN PLANNING & COMMUNITY DEVELOPMENT

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

MEMORANDUM

TO: JAMIE HELLEN, TOWN ADMINISTRATOR
FROM: BRYAN W. TABERNER, AICP, DIRECTOR
RE: MBTA COMMUNITIES COMPLIANCE UPDATE, & RECOMMENDED ZONING BYLAW AMENDMENTS
**CC: AMY Frigulietti, DEPUTY TOWN ADMINISTRATOR; MARK CEREL, TOWN ATTORNEY;
GUS BROWN, ZONING ENFORCEMENT OFFICER; AMY LOVE, TOWN PLANNER**
DATE: APRIL 4, 2024

As you know, in 2021 the Massachusetts Legislature adopted an Economic Development Bond Bill that made changes to the State’s Zoning Act. The Housing Choices sections of the bill included adding a new Section 3A that requires each municipality in the MBTA district to zone for by-right multifamily housing. In general, Section 3A includes the following guidelines:

- MBTA communities will have a zoning by-law that provides for at least one (1) district of “reasonable size” in which multi-family housing is permitted as of right.
- Zoning allowing by-right multi-family housing within these so-called 3A Districts cannot have age restrictions and must be suitable for families with children.
- MBTA communities that fail to comply with Section 3A requirements are not eligible for funds from the Housing Choice Initiative, the Local Capital Projects Fund, or the Massworks infrastructure program (and other grant programs that were added more recently).
- In general, 3A Districts of reasonable size will have a minimum gross density of 15 housing units per acre, and be located within 0.5 miles of a commuter rail station.

In consultation with the MBTA and Mass DOT, the Executive Office of Housing and Livable Communities (formerly DHCD) created guidelines to determine if an MBTA community is in compliance with Section 3A. Released in August 2022 and updated twice since, the regulations are contained in “Compliance Guidelines for Multi-family Zoning Districts” (<https://www.mass.gov/info-details/multi-family-zoning-requirement-for-mbta-communities>). As part of that work a “compliance model” to assess if a communities zoning meets the 3A requirements was created.

Below is a table outlining the Town of Franklin’s Section 3A requirements taken from the Compliance Guidelines.

Community: Franklin Community Category: Commuter Rail

Minimum multi-family unit capacity ¹	Minimum land area of District	Percent of district to be located in station area ²
1,883 Units	50 acres	At least 75 percent

1.) Minimum multi-family unit capacity equals 15 percent of the number of housing units in Franklin at time of the 2020 U.S. Census.

2. The Station area is a half-mile circle around the MBTA commuter rail station.

To summarize the Town of Franklin's Section 3A District/MBTA Communities multifamily zoning requirements, the Town is required to amend its Zoning Bylaw to assure it has one or more zoning districts that in total would allow a minimum multi-family unit capacity of 1,883 housing units by-right, seventy-five percent of which must be located not more than 0.5 miles of the MBTA station.

MBTA Communities Compliance Assessment

This section of the memorandum provides a summary of the reasons the Town of Franklin is not in compliance with Section 3A District/MBTA Communities multifamily zoning requirements, as well as a description of related Zoning Bylaw Amendments passed by Town Council in recent years. A description of Zoning Bylaw amendment recommendations begin on the next page.

The Department of Planning & Community Development (DPCD) requested the assistance of Metropolitan Area Planning Council (MAPC) staff to assess the Town's zoning regulations as it relates to the Section 3A District/MBTA Communities requirements. MAPC used the required compliance model to evaluate the Town of Franklin's Downtown Commercial (DC), General Residential V (GRV) and Commercial I (CI) zoning districts. When the compliance regulations came out in August 2022 the Town of Franklin did not have any zoning districts that met Section 3A District/MBTA Communities multifamily zoning requirements. There are three main reasons:

- By-right multifamily housing in CI and GRV zoning districts were not allowed. A special permit from the Planning Board was required. This needed to change or CI and GRV zoning districts could not be included in the MBTA Communities multifamily district. DPCD staff believed by making this change the Town should be able to meet the minimum multi-family unit capacity of 1,883 housing units.
- The MBTA Communities compliance model uses data based on assumptions about a community's zoning, resulting in a lower minimum multi-family unit capacity than what DPCD staff believe is possible. These assumptions relate to parking requirements, open space and setback requirements, lot size nonconformance, and maximum impervious coverage requirements. The maximum impervious coverage allowed in GRV was seen as one of the biggest problems identified by the compliance model.
- The Town's DC zoning district does allow multifamily housing by-right, up to one housing unit per 2,000 square feet of lot area, which must be located on floors above the street level floor. The original Section 3A District/MBTA Communities multifamily zoning requirements did not allow communities to require housing be only in the upper floors, therefore the multifamily housing in DC could not be counted towards MBTA Communities compliance. In one of the updates to the "Compliance Guidelines for Multi-family Zoning Districts" the upper level multifamily housing could be counted as long as the zoning regulations do not require a specific number of onsite parking for nonresidential uses. Franklin's Zoning Bylaw does require onsite parking for nonresidential uses, so we still cannot count by-right multifamily housing in DC towards MBTA Communities compliance.

Since 2022 the Town Council has approved a variety of Zoning Bylaw Amendments related to housing density, affordable housing and related regulations. Two Zoning Bylaw Amendments directly relate to the MBTA requirements:

Zoning Bylaw Amendment 23-889 made changes to §185, Attachment 7, Part VI, Use Regulation Schedule: Residential Uses, Multifamily or Apartment, allowing multifamily housing in the CI and GRV zoning districts by-right, up to 1 unit per 2,250 SF of lot area.

Once Zoning Bylaw Amendment 23-889 was approved, DPCD asked MAPC to provide an update on the Town's MBTA Communities status. MAPC used the compliance model to evaluate the Town of Franklin's

GRV and CI zoning districts. According to the evaluation, the Town could only reach 1,346 of our required 1,883 Minimum multi-family unit capacity.

Zoning Bylaw Amendment 23-898R made changes to §185, Attachment 9, Schedule of Lot, Area, Frontage, Yard and Height Requirements, increasing the Maximum Impervious Coverage in GRV.

Once the Zoning Bylaw was approved by Town Council, DPCD again asked MAPC to run the compliance model to evaluate the Town of Franklins GRV and CI zoning districts. According to the evaluation from October 2023 the Town could only reach roughly 1,400 of our required 1,883 minimum multi-family unit capacity. DPCD worked with MAPC on suggested changes to data inputs for the compliance model and as of February 2024 the Town has reached 1,515 of our required 1,883 Minimum multi-family unit capacity.

More recently DPCD performed its own assessment using the Town of Franklin's process for calculating potential multifamily housing units; this assessment would give us 1,903 potential multifamily housing units (543 in CI & 1,363 GRV), which is just a few housing units more than required. Given the large difference between the State's compliance model and what DPCD believes is the accurate number, DPCD does not believe it can comply without including the DC zoning district to our total, which requires additional zoning changes.

Recommended Zoning Bylaw Amendments

DPCD recommends eliminating the requirement for onsite parking for nonresidential uses for mixed use developments in the DC zoning district. Given Franklin's Zoning Bylaw does not include regulation specific to mixed use developments, Zoning Bylaw changes should include adding a definition for Mixed Use Development, which is a task that DPCD would be working on anyway in the near future. Recommendation #3 from the Franklin For All project is Create a new definition in the zoning bylaw for "mixed-use development".

DPCD recommends the following amendments:

Zoning Bylaw Amendment 24-A, Changes to §185-3. Definitions, adds a definition for Mixed Use Development.

Zoning Bylaw Amendment 24-B, Changes to §185-21 Parking, Loading and Driveway Requirements, removes minimum parking space requirements for nonresidential uses within Mixed Use Developments in the DC Zoning District.

Zoning Bylaw Amendment 24-C, §185 Attachment 7. Part VI, Use Regulation Schedule: Residential Uses, adds Mixed Use Development to the use regulations schedule.

Attached are the three proposed zoning bylaw amendments for consideration. If the Economic Development Subcommittee supports the attached Zoning Bylaw Amendments I request it sends to the Town Council for review and consideration. Please let me know if you have questions or require additional information on any of the above issues.



SPONSOR: *Town Administration*

TOWN OF FRANKLIN
ZONING BY-LAW AMENDMENT 24-906
CHANGES TO §185-3. DEFINITIONS
MIXED USE DEVELOPMENT DEFINITION
A ZONING BY-LAW TO AMEND CHAPTER 185 SECTION 3
OF THE CODE OF THE TOWN OF FRANKLIN

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:

Chapter 185 of the Code of the Town of Franklin is hereby amended at section §185-3 Definitions by **adding** the following text:

§185-3. Definitions

Mixed Use Development - A development on a single parcel containing either more than one non-residential uses, or a combination of nonresidential and residential uses. Uses allowed within a Mixed Use Development for specific Zoning Districts are detailed in Use Regulations Schedule Parts I through VII (see Attachments 2 through 8).

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: _____, 2024

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

Nancy Danello, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council



**TOWN OF FRANKLIN
ZONING BY-LAW AMENDMENT 24-907**

Changes to §185-21 Parking, Loading and Driveway Requirements.

**A ZONING BY-LAW TO AMEND CHAPTER 185 SECTION 21
OF THE CODE OF THE TOWN OF FRANKLIN**

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:

Chapter 185 of the Code of the Town of Franklin is hereby amended by the following **deletions** and **additions** to §185-21. Parking, Loading and Driveway Requirements, sub-section B:

B. Parking schedule. The number of parking spaces required for a particular use shall be as follows:

~~(1) — In the Downtown Commercial Zoning District:~~

~~(a) — Residential dwelling units: 1.5 parking spaces per residential unit in a mixed use development.~~

~~(b) — Non-residential uses: one space per 500 square feet of gross floor area.~~

(1) The Downtown Commercial Zoning District is exempt from this Section (§185-21B).

(2) In the Commercial I Zoning District:

(a) Residential dwelling units: 1.5 parking spaces per residential unit.

(b) Non-residential uses: one space per 500 square feet of gross floor area.

(3) All Other Zoning Districts:

(a) Residential buildings:

i. Dwelling units, regardless of the number of bedrooms: two spaces.

ii. Guest houses, lodging houses and other group accommodations: one space per guest unit.

iii. Hotels and motels: 1 1/8 spaces per guest unit.

(b) Nonresidential buildings: (Gross floor area is measured to the outside of the building, with no deductions for hallways, stairs, closets, thickness of walls, columns or other features.)

i. Industrial buildings: except warehouses: one space per 400 square feet of gross floor area.

ii. Retailing, medical, legal and real estate offices: one space per 200 square feet of gross floor area, plus one space per separate enterprise.

- iii. Other offices and banks: one space per 250 square feet of gross floor area.
- iv. Restaurants, theaters and assembly halls:
 - a) One space per 2.5 fixed seats.
 - b) One space per 60 square feet of gross floor area, if seats are not fixed.
- v. Recreation facilities: 0.8 space per occupant at design capacity.
- vi. Warehouses: one space per 1,000 square feet of gross floor 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: _____, 2024

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: ____ **ABSENT:** ____

RECUSED: _____

Nancy Danello, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council



SPONSOR: *Town Administration*

**TOWN OF FRANKLIN
ZONING BY-LAW AMENDMENT 24-908**

**A ZONING BY-LAW TO AMEND THE FRANKLIN TOWN CODE AT
CHAPTER 185, ATTACHMENT 7. PART VI, USE REGULATION SCHEDULE:
RESIDENTIAL USES**

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:

Chapter 185 of the Code of the Town of Franklin is hereby amended by the following **additions** to §185, Attachment 7, Part VI, Use Regulation Schedule: Residential Uses, Multifamily or Apartment:

185 Attachment 7
USE REGULATION SCHEDULE
PART VI

Symbols in the Use Regulations Schedule shall mean the following:

Y = A permitted use.

N = An excluded or prohibited use.

BA = A use authorized under special permit from the Board of Appeals.

PB = A use authorized under special permit from the Planning Board.

P/SP = Permitted as of right. A special permit from the Board of Appeals is required if the proposed project results in an increase in estimated water consumption of more than 15,000 gallons per day.

Principal Uses	District														
	RRI RVI	RRII RVII	SFRIII	SFRIV	GRV	NC	RB	CI	CII	DC	B	I	LI	O	MBI
6. Residential															
6.1 Multifamily or Apartment															
a. With Four or More Housing Units ⁴	N ¹	N	N	Y ^{2,3}	PB ^{2,8}	N	Y ^{2,3}	N	Y ^{5,6}	N	N	N	N	PB ^{7,8}	N
b. With Three Housing Units	N	N	PB ²	Y ²	Y ²	N	Y ²	Y	Y	N	N	N	N	N	N
<u>c. As Part of Mixed Use Development</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>PB^{2,3}</u>	<u>PB^{2,8}</u>	<u>N</u>	<u>Y^{2,3}</u>	<u>N</u>	<u>Y^{5,6}</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>PB^{7,8}</u>	<u>N</u>
6.2 Single-family	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N
6.3 Two-family															
a. New	N	N	Y ²	Y ²	Y ²	N	Y	Y	N	N	N	N	N	N	N
b. By conversion	BA	BA	BA	Y	Y	N	BA	Y	BA	N	N	N	N	N	N

NOTES:

1. Except PB in RVI District per § 185-38, and RVII District per § 185-50.
2. Lot area must be at least 25% greater than that required for a single-family dwelling.
3. No more than one dwelling unit per 2,250 square feet of lot area may be permitted; additional dwelling units may be allowed by Special Permit from the Planning Board.
4. All multifamily developments with 10 or more housing units are required to address the Affordable Housing requirements in § 185-51.
5. All dwelling units shall be located on floors above the street level floor.
6. No more than one dwelling unit per 2,000 square feet of lot area will be permitted; additional dwelling units may be allowed by Special Permit from the Planning Board.
7. All multi-family residential developments require a minimum of 5-acres.
8. No more than one dwelling unit per 3,000 square feet of lot area will be permitted.

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: _____, 2024

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

Nancy Danello, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949
www.franklinma.gov

OFFICE OF THE TOWN ADMINISTRATOR

Memorandum

May 31, 2024

To: Town Council
From: Jamie Hellen, Town Administrator
Amy Frigulietti, Deputy Town Administrator

Re: Zoning Bylaw Amendment 24-913: Zoning Map Changes from Business to Commercial I, an Area on Union Street Near Franklin Crossing

We are asking the Town Council to refer Zoning Bylaw Amendment 24-913 to the Planning Board. This bylaw amendment proposes to authorize the rezoning of the 5+ acre industrial property located at 305 Union St. from Business to Commercial I, to allow for the development of a variety of commercial and residential uses.

This is a very promising redevelopment project that could continue to revitalize and modernize the Franklin Crossing neighborhood.

For detailed information on this proposed zoning change, please see the May 16th dated memo from Bryan Taberner as well as the proposed legislation and map, which are all included in the agenda packet for the June 5th Town Council meeting.

If you have any questions, please let us know.

FRANKLIN PLANNING & COMMUNITY DEVELOPMENT

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

MEMORANDUM

TO: JAMIE HELLEN, TOWN ADMINISTRATOR
FROM: BRYAN W. TABERNER, AICP, DIRECTOR
**RE: PROPOSED ZONING MAP AMENDMENT 24-913, AN AREA ON UNION STREET
NEAR FRANKLIN CROSSING**
**CC: GREGORY RONDEAU, FRANKLIN PLANNING BOARD CHAIR; MARK CEREL, TOWN ATTORNEY;
AMY FRIGULIETTI, DEPUTY TOWN ADMINISTRATOR; AMY LOVE, TOWN PLANNER;
GUS BROWN, ZONING ENFORCEMENT AGENT**
DATE: MAY 16, 2024

Department of Planning and Community Development staff have been meeting with Casey Killam and Rick Kaplan from K Commercial Real Estate Services (KCRES) regarding the industrial property at 305 Union Street. The 5.37+/- acre property is on the market, and KCRES has been looking at the possibility of redeveloping the property for a mix of residential and non-residential uses.

The parcel's structures contains over 95,600 square feet of floor area with a long manufacturing and commercial history. Substantial portions of the property are in need of major improvements, and remediation of lead and asbestos will be needed for any large scale redevelopment. Redevelopment will be expensive.

As part of DPCD's communications with KCRES we discussed several ways that the Town and or State could assist KCRES to assure property redevelopment occurs in the near future. Most importantly, the property will need to be rezoned to allow a mix of multifamily residential and commercial uses. The easiest way to make that happen would be rezoning the parcel from the Business Zoning District to the Commercial I Zoning District.

DPCD is asking the Town to support this zoning map change, which would give KCRES a certain level of comfort in that it will be able to redevelop the site with a wide range of uses. Redevelopment without the residential component would be substantially more difficult, and KCRES is not likely to go forward.

In addition to benefiting KCRES, the property's redevelopment will eventually benefit many others, including other local property owners and businesses. Additional residents living in the property's condominiums and apartments will increase expenditures at local businesses. Any new restaurant, and existing restaurants, will see an increase in business and related increase in meals tax revenue. And redevelopment of the property will substantially increase its assessed value and related real estate tax revenue.

The zoning map change would allow development of the parcel for a variety of commercial and residential uses. Uses allowed by right in the CI zoning district include: restaurant; other retail sales and services; office uses including banks/credit unions, medical/dental, and other professional or administrative uses; business incubator or co-working space; artisanal and craft maker space; art gallery; indoor commercial amusement, recreation or assembly; health club; and multifamily residential up to

one housing unit per 2,250 square feet of lot area. Note, any housing component of the redevelopment over 9 units must contain at least 10% affordable.

Uses that may be allowed by Planning Board special permit include function hall or catering; light manufacturing and processing; brewery, distillery, or winery production with tasting room. Attachments 2 through 8 (Use Regulations Schedules Parts I through 7) of the Town's Zoning Bylaw (Chapter 185 of Franklin Town Code) contain a complete list of uses that are allowed by right or may be allowed by Zoning Board of Appeals or Planning Board special permit in the CI Zoning District.

DPCD staff believe it to be in the Town's best interest to support the property redevelopment and related zoning map amendment.

Attached are the following:

- Bylaw Zoning Amendment 23-913; and
- A diagram with two maps: one showing the current zoning in the area, and one showing proposed Zoning Map changes.

If the Economic Development Subcommittee supports the proposed zoning map amendment, the issue should be scheduled for a Town Council meeting in the near future for further consideration. Please let me know if you have questions or require additional information.



SPONSOR: *Town Administration*

**TOWN OF FRANKLIN
ZONING BY-LAW AMENDMENT 24-913**

**ZONING MAP CHANGES FROM BUSINESS TO COMMERCIAL I
AN AREA ON UNION STREET NEAR FRANKLIN CROSSING**

**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 amendment to §185-5, Zoning Map:

By changing from Business to Commercial I an area containing 5.369± acres, comprising of the following parcel of land as shown on the Town of Franklin's Assessor's Maps:

Parcel Number 287-074-000.

The area to be rezoned is shown on the attached map (“Proposed Zoning Map Changes, An Area Near Franklin Crossing”).

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: _____, 2024

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: ____ **ABSENT:** ____

RECUSED: _____

**Nancy Danello, CMC
Town Clerk**

**Glenn Jones, Clerk
Franklin Town Council**

Proposed Zoning Map Changes

An Area Near Franklin Crossing From Business to Commercial I

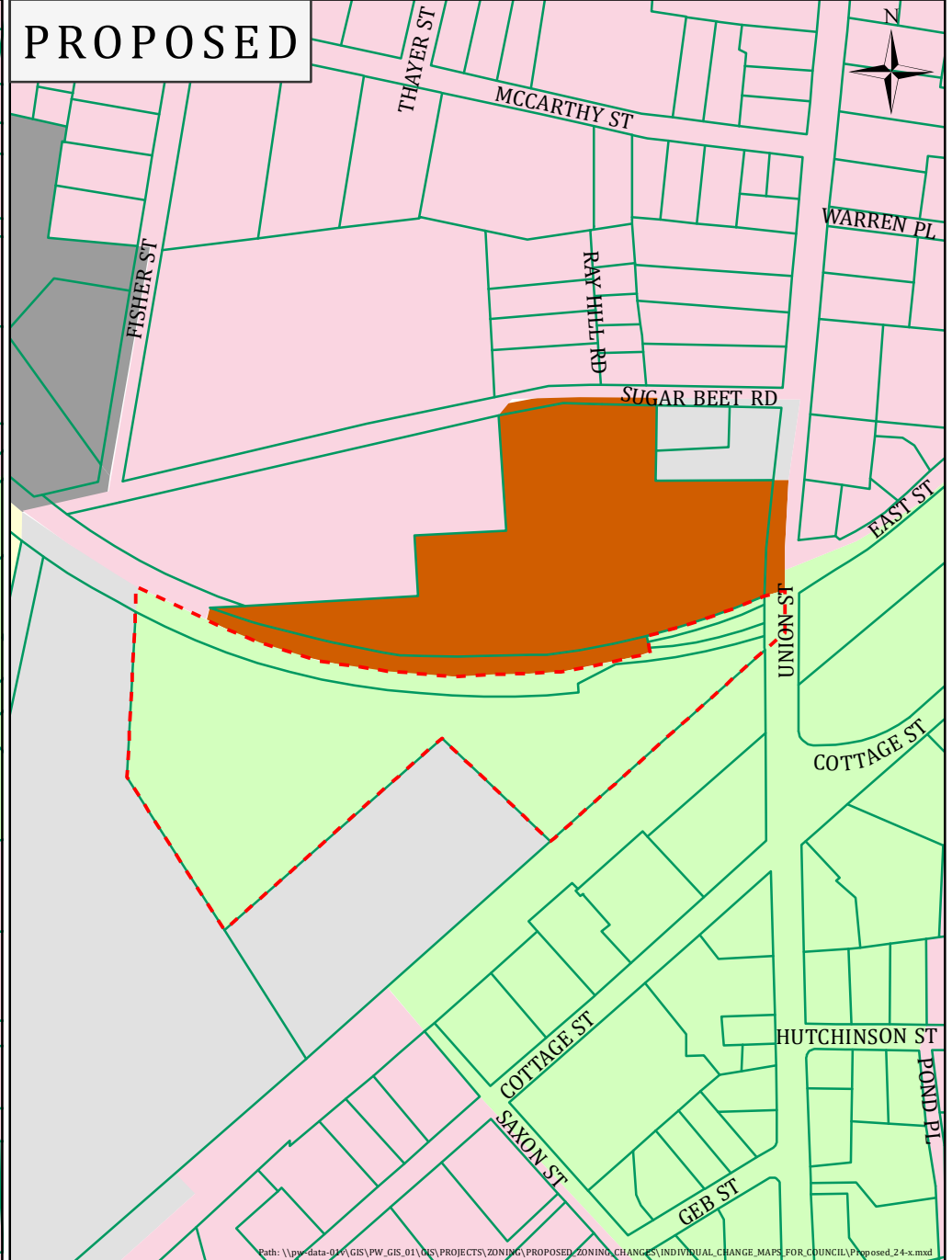
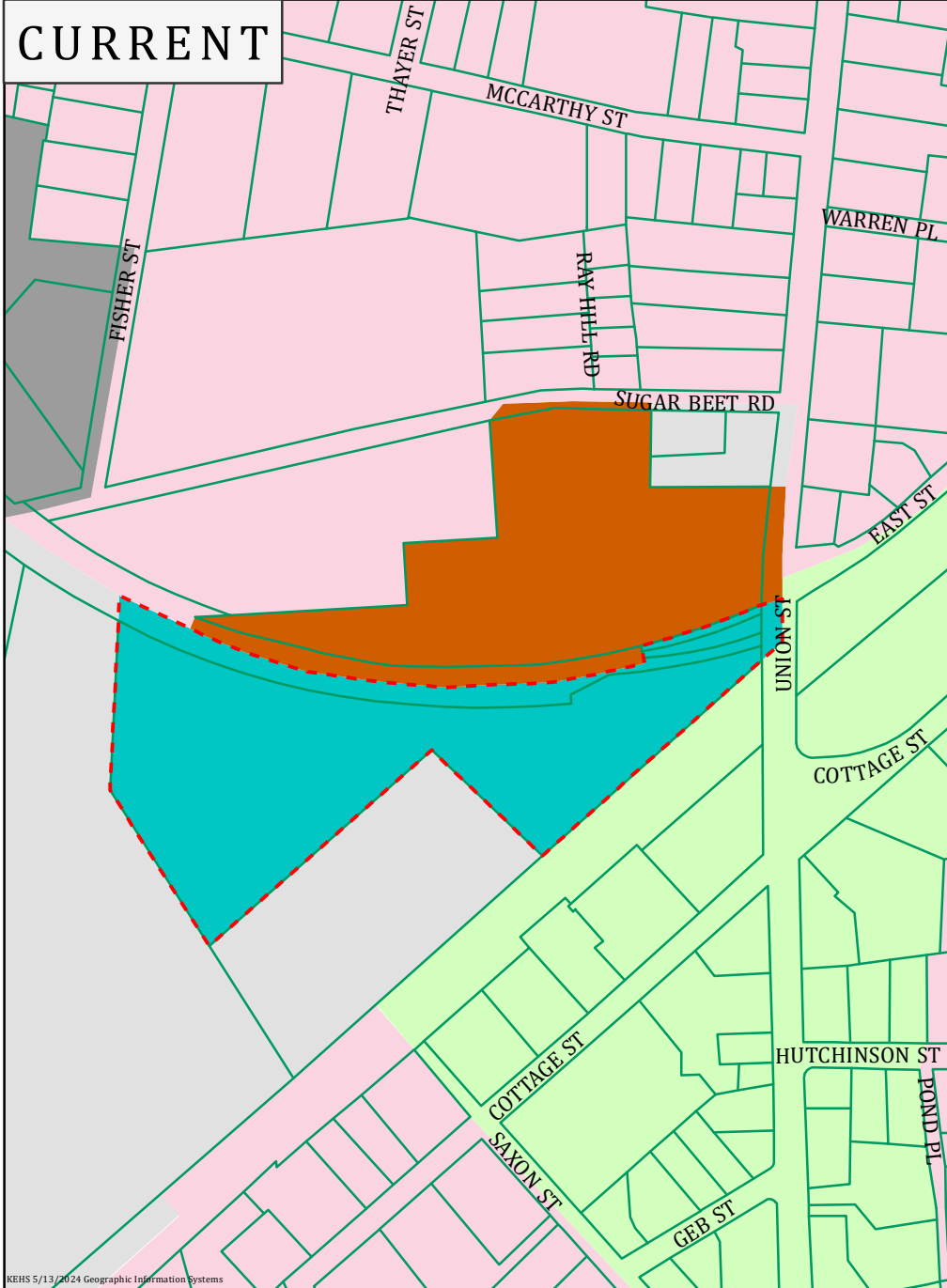
0 200 400 800 Feet

- Business
- Commercial I
- Industrial
- Mixed Business Innovation

- Residential VI
- Rural Residential I
- Single-Family IV

- Area of Proposed Change
- Parcel Line

24-913



Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949
www.franklinma.gov

OFFICE OF THE TOWN ADMINISTRATOR

Memorandum

May 31, 2024

To: Town Council
From: Jamie Hellen, Town Administrator
Amy Frigulietti, Deputy Town Administrator

Re: Bylaw Amendment 24-909: Chapter 139, Sewers - Grease Traps

We are asking the Town Council to move Bylaw Amendment 24-909 to a second reading. This bylaw amendment is a housecleaning item to codify town policy for twenty years in town bylaw. It will require all new commercial kitchens and food service establishments, as well as existing establishments undergoing ownership changes or capital improvements requiring a building permit, to install and maintain exterior grease traps and adhere to all related reporting and inspection requirements.

Exterior grease traps have been an enforced expectation of food establishments in Franklin for many years. If approved, this bylaw amendment will formalize the requirement.

The Board of Health discussed this Bylaw at their meeting on December 6, 2023 and supports the proposed Bylaw. Their letter of support is included in the packet for the June 5, 2024 Town Council meeting.

Additionally, the EDC voted unanimously at their May 1, 2024 meeting to move this bylaw amendment to the Town Council.

Please let us know if you have any questions.



Town of Franklin

HEALTH DEPARTMENT

355 East Central Street
Franklin, MA 02038
Phone: 508-520-4905 Fax: 508-520-4989

Bridget Sweet-Chair
Jeffrey Harris -Vice Chair
Kimberly Mu-Chow-Member

Cathleen Liberty-Director
Ginny McNeil-Agent

February 12, 2024

The Board of Health discussed the Exterior Grease Trap Bylaw at the Board of Health meeting on December 6, 2023. After much discussion, the Board supports the new Exterior Grease Trap Bylaw that is being proposed.

All other times, the Board of Health is responsible for enforcing exterior grease traps under 310 CMR 15.230 that states “Grease traps shall be installed on a separate building sewer serving kitchen flows into which the grease will be discharged. The discharge from the grease trap must flow to a properly designed septic tank or to a building sewer prior to the septic tank.”

Sincerely,

Cathleen Liberty
Director of Public Health



Sponsor: Administration

**TOWN OF FRANKLIN
BYLAW AMENDMENT 24-909
CHAPTER 139, SEWERS**

A BYLAW TO AMEND THE CODE OF THE TOWN OF FRANKLIN AT CHAPTER 139, SEWERS.

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL that Chapter 139 Sewers of the Code of the Town of Franklin is amended as follows:

§139-2 Definitions: add new and revised definitions, inserted in proper alphabetical order with existing definitions, as follows:

PRETREATMENT - The reduction of the amount of pollutants **and or FOGs**, the elimination of pollutants, **FOG's** or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu

of discharging or otherwise introducing such pollutants into the facility. The reduction or alteration can be obtained by physical, chemical or biological processes, process changes or other means, except as prohibited by 40 CFR 403.6(d).

Commercial Kitchen / Food Service Establishment - Any facility preparing and/or serving food for commercial use or sale including, but not limited to, restaurants, cafeterias, hotels, hospitals, convalescent homes, factory or school kitchens, catering kitchens, bakeries, grocery stores with food preparation and packaging, meat cutting and preparation, and other food handling facilities not listed above where fats, oil, and grease may be introduced to the municipal sewer system.

Exterior Grease Trap - A watertight structure located outside on a building sewer prior to its connection to the municipal sewer system in which grease and oils are separated from other solid and liquid constituents of sewage and accumulated in accordance with 310 CMR 15.230.

FOG's - refers to fats, oils and grease from food establishments. Specifically animal and plant derived substances that may solidify or become viscous between the temperatures of 32°F and 150°F (0°C to 65°C), and that separate from wastewater by gravity. Any substance identified as grease per the most current EPA Analytical method as listed in 40 CFR 136.3.

Permitted Offal/Septage Hauler - means any Offal Hauler that is issued a valid Permit by the Franklin Department of Health to dispose of FOG and/or sanitary septage.

Town Agent – means a duly authorized agent of the Town of Franklin Department of Public Works Director or designee, Town of Franklin Building Commissioner or designee or the Town of Franklin Board of Health Director or designee bearing proper credentials.

§139-3 General discharge provisions: add new sub paragraph L, as follows:

L. Exterior Grease Traps.

(1) Any new commercial kitchen or food service establishment shall have an exterior grease trap installed on the sewer service line intercepting kitchen flows prior to discharging to the municipal sewer system.

(2) Any existing Commercial Kitchen or Food Service Establishment facilities shall have an exterior grease trap installed on the sewer service line intercepting kitchen flows prior to discharging to the municipal sewer system whenever there is a change in ownership of the business, or any capital improvements are being made to the food establishment facilities which require a building permit.

(3) All exterior grease traps are to be sized and installed in accordance with 310 CMR 15.230

Strike existing §139-5 Permits, Subsection I Paragraph 15 in its entirety, and replace with:

~~(15) A separate and independent building sewer shall be provided for every building, except that where one building stands at the rear of another or on an interior lot and no private sewer is present or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer, provided that the building sewer from the front building is adequate in size.¶¶~~

a new §139-5 Permits, Subsection I Paragraph 15, as follows:

(15) Where required, exterior grease traps shall be installed to collect kitchen flows prior to discharging to the building's sewer service line. Exterior grease traps shall be designed and installed in accordance with the requirements of 310 CMR 15.230. Work to be performed by a licensed drain layer under a valid DPW Sewer Connection Permit or Sewer Renewal Permit. Any associated plumbing work shall be coordinated through the Plumbing Inspector.

§139-6 Reporting requirements, monitoring, and inspections: add new sub paragraph G as follows:

G. FOG Reporting Requirements

- (1) An Exterior Grease Trap shall be pumped, inspected, and serviced by a Permitted Offal/Septage Hauler at least every three (3) months or at a frequency deemed necessary to prevent any potential blockage.
- (2) A copy of “The Grease Trap Maintenance Log” shall be kept onsite and maintained relative to the operation/maintenance of any FOG Pretreatment System. This log shall be readily accessible for review by a Town Agent.
- (3) All pumping and hauling records shall be properly maintained on a regular basis and readily available for review by a Town Agent.
- (4) All Septic/FOG Hauler trucks that service systems in the Town of Franklin will be required to have a Septic/Fog Hauler Permit. Septic/FOG Haulers must provide a list of all FOG customers in Franklin as part of the permit application.

§139-8 Enforcement: add new sub paragraph H as follows:

H. FOG Inspection Requirements

- (1) Inspection of cleaning and maintenance records for all FOG Pretreatment Systems shall be part of regular inspection of a Food Service Establishment. A Food Service Establishment inspection may be unannounced occurring during regular business hours.
- (2) Records pertaining to the removal and treatment of FOG’s shall be maintained by the owner or operator within the premise of the Food Service Establishment for no less than two (2) years. Upon request by a Town Agent, a Food Service Establishment owner or operator shall furnish all records required to enforce and monitor compliance with the regulation.
- (3) During an inspection, a Town Agent may apply dyes to the waste stream to identify illegal connections after the exterior grease trap.
- (4) A Town Agent may inspect any Food Service Establishment, with reasonable cause, suspected of exceeding a Discharge Limit for their wastewater.

§139-9 Violations and penalties: add new sub paragraph E as follows:

E. FOG Violations

- (1) Written Notice of a violation of Chapter 139-6.G or 139-6.H.2 or 139-6.H.3 shall be given to the owner and operator of a Food Service Establishment by a Town Agent, specifying the nature, time and date of the violation, and any preventative measure required to avoid future violations, and the time frame for completing any necessary corrections.
- (2) The penalty for violation of this section, which may be enforced by the Department of Public Works Director, Health Director, or any of their

designees, and which may be enforced pursuant to the provisions of MGL c. 40, § 21D, relative to noncriminal disposition, shall be:

(a) First violation: a fine of \$100.

(b) Second violation: a fine of \$200.

(c) Third and subsequent violations: a fine of \$300.

Each day that a violation continues shall constitute a separate violation.

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

←-----→
DATED: _____, 2024

VOTED:
UNANIMOUS _____
YES _____ NO _____
ABSTAIN _____
ABSENT _____

A True Record Attest:

Nancy Danello, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949
www.franklinma.gov

OFFICE OF THE TOWN ADMINISTRATOR

Memorandum

May 31, 2024

To: Town Council
From: Jamie Hellen, Town Administrator
Amy Frigulietti, Deputy Town Administrator

Re: Resolution 24-37: Authorization to Extend Lease with Cellco Partnership d/b/a Verizon Wireless for Wireless Communications Facility on Upper Union Street Water Tank

We are asking the Town Council to approve Resolution 24-37, which, if approved, will authorize the extension of the Town's lease agreement with Verizon for a wireless communications facility on the Upper Union Street water tank for an additional five year term.

The Town initially entered into this agreement in 2016, and received a starting rental fee payment of \$50,000. Per the terms of the agreement, these payments have increased by 3% each year and will continue to increase at this same rate for the duration of the renewed term. Please see below for a payment history and projection for the next five years.

Cellco / Verizon Payments Received to date:

2016	2017	2018	2019	2020	2021	2022	2023
\$ 50,000.00	\$ 51,500.00	\$ 53,045.00	\$ 54,636.35	\$ 56,275.44	\$ 57,963.70	\$ 59,702.61	\$ 61,493.69

Cellco / Verizon Payments Projected for 5 year extended lease:

2024	2025	2026	2027	2028	2029
\$ 63,338.50	\$ 65,238.66	\$ 67,195.82	\$ 69,211.69	\$ 71,288.04	\$ 73,426.69

A copy of the lease agreement is included in the agenda packet for the June 5, 2024 Town Council meeting.

Please let us know if you have any questions.



**TOWN OF FRANKLIN
RESOLUTION 24-37**

**Authorization to Extend Lease with Cellco Partnership d/b/a Verizon Wireless for
Wireless Communications Facility on Upper Union Street Water Tank**

WHEREAS, the Franklin Town Council, by Resolution 17-56, authorized the Town Administrator to lease the exterior of the Upper Union Street Water Tank to commercial wireless communications providers for up to twenty (20) years, and

WHEREAS, pursuant to said authorization, the Town Administrator executed a lease agreement with Cellco Partnership d/b/a Verizon Wireless for an initial five year term, with options for Town to extend for an additional three (3), five year periods, subject to Town Council votes, and

WHEREAS, the initial five year term has expired and it is in Town’s financial interest to continue to receive the rental revenue,

NOW THEREFORE BE IT VOTED by the Franklin Town Council that the Town Administrator is hereby authorized to execute an extension of the lease agreement with Cellco Partnership d/b/a Verizon Wireless for a wireless communications facility on the Upper Union Street Water Tank for an additional five year term, at an annual rent which is not less than the annual rent during the initial lease term and upon such other terms and conditions as the Town Administrator determines to be in Town’s best interests.

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

DATED: _____, 2024

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

**Nancy Danello, CMC
Town Clerk**

**Glenn Jones, Clerk
Franklin Town Council**

LEASE AGREEMENT, re:

**Space on Upper Union Street Water Tower for
Personal Wireless Communications**

Facility: Bell Atlantic Mobile of Massachusetts Corporation, Ltd. Verizon Wireless

LEASE AGREEMENT ("Lease") made this 10 day of June, 2016, by and between the Town of Franklin, a Municipal Corporation with administrative offices located in the Municipal Building, 355 East Central Street, Franklin, MA (hereinafter: "Landlord" or "Municipality") Landlord, and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, doing business within Massachusetts with a place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), and a duly-licensed personal wireless service provider (hereinafter: "Tenant" or Provider"), Tenant::

1. PREMISES: The lease premises consists of space on the top of the Town of Franklin's water tower ("Water Tower") located at 855 Upper Union Street, Franklin, Massachusetts (hereinafter referred to as the Property and further described in Exhibit "A")) for the attachment of its antennas and associated equipment ("Antenna Space") and space at the base of said Water Tower for the construction, operation and maintenance of its equipment cabinets and generator ("Land Space"); together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day with prior notice to the Landlord's police department by telephone (at 1-508-528-1212), on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits and pipes, over, under and along a right of way extending from the nearest public right of way, Upper Union Street, to the Land Space ("Right of Way"). The Antenna Space, Land Space and Right of Way are substantially in accordance with the plan and specifications attached hereto as "Exhibit B" and are collectively referred to herein as the "Premises".

2. TERM: The initial lease term is 5 years (60 months) commencing on the first day of the month following the date Tenant is granted a building permit by the governmental agency charged with issuing such permits ("Commencement Date"). The initial Lease term may be further extended for three (3), five-year periods PROVIDED THAT the Franklin Town Council so votes and PROVIDED FURTHER THAT the annual rent during any extension shall not be less than the annual rent during the initial lease term. Landlord shall provide written notice to Tenant at last four (4) months prior to the end of the then current term of its intent not to renew. Notwithstanding, Tenant shall be entitled to terminate this Lease with written notice to Landlord at least four (4) months prior to the end of the then current term and Tenant may also be entitled to terminate this Lease any time prior to prior to the expiration of the lease term upon demonstrating to Landlord's reasonable satisfaction that Tenant's local, state or federal license to operate has been revoked or has expired through no fault of the Provider or that other adverse government action outside of the Provider's control prevents it from commencing or continuing to operate its equipment and provide service to its customers.

3. RENT: The initial annual rent to be paid by Tenant to Landlord is Fifty Thousand (\$50,000.00), which Tenant shall pay in one lump sum payment in advance, for the first year on the Commencement Date. Rental payments for subsequent years shall be paid in advance on each anniversary of the Commencement Date. For the second and subsequent years, the annual rent shall be increased by an inflation factor of three percent (3%). Tenant's rental obligation hereunder is absolute, without any right to withhold or deduct for any claimed offset or breach on Landlord's part. Landlord hereby agrees to provide to Tenant certain documentation (the "Rental Documentation") evidencing Landlord's right to receive payments hereunder, including without limitation: documentation reasonably necessary for Tenant to comply with tax and information return reporting rules of the Internal Revenue Service ("IRS") for state and local governments, including without limitation, an IRS Form W-9, or equivalent, and any applicable state withholding forms, in a form reasonably acceptable to Tenant.

4. UTILITIES AND SITE ACCESS: Landlord represents that the Premises are presently serviced by underground electrical and telephone conduits and an access road from the nearest public way, Upper Union Street. Landlord hereby authorizes Tenant, at its sole expense, to perform excavation for utilities and to pave or otherwise perform site work subject to Landlord's prior review and approval of the work, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, Tenant shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Tenant's installation. Tenant shall be permitted at any time during the Term to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, elsewhere on the Property or on other adjacent Property owned or controlled by Landlord, in coordination with and in such locations as reasonably approved by Landlord. Tenant shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. TAXES. Tenant shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which result from Tenant's use of the Premises and/or the installation, maintenance, and operation of the Tenant's improvements, and any sales tax imposed on the rent (except to the extent that Tenant is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which arises from the Tenant's improvements and/or Tenant's use of the Premises. Landlord and Tenant shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by Landlord or Tenant at the Property. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that

such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making Tenant liable for any portion of Landlord's income taxes in connection with any Property or otherwise.

Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by the Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment.

6. USE OF PREMISES: Tenant shall use the Premises only as provided in Paragraph 1 and the plan and specifications incorporated therein as "Exhibit B". No other use shall be permitted. Before commencing any work at the Premises or Property to construct or install the equipment or perform any Material Change, as defined below, Tenant shall furnish to Landlord for its approval, which approval shall not be unreasonably withheld, conditioned or delayed: (i) sealed engineering drawings signed by a licensed professional engineer"; and (ii) unless waived by Landlord in writing, an updated structural analyses. If Landlord has not approved these requirements within forty-five (45) days from submission by Tenant, they shall be deemed approved. Any material change, modification, alteration, or addition to the plans and drawings attached hereto as Exhibit "B" shall be subject to the prior written approval of the Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. A material change, modification, alteration or addition shall mean any change, modification, alteration or addition other than (i) routine maintenance and repairs, (ii) replacement of existing equipment with similar equipment of the same or smaller dimensions, (iii) modifications to the equipment on the ground that do not require additional land, and (iii) modifications, alterations and/or replacements which do not materially increase the structural loading or integrity of the Water Tower ("Material Change"). Tenant shall coordinate with each of the other existing

original tenants identified on Exhibit C to avoid any radio frequency interference. Tenant's antennas and equipment shall remain its property, subject to Tenant's compliance with the provisions of this Lease and Landlord's remedies in the event of Tenant's default specified in Paragraph 18.

7. MUNICIPALITY'S RIGHTS OF ACCESS: Tenant shall not block or interfere with Municipality's access to the Water Tower for inspection, maintenance and/or repairs but shall fully cooperate with Municipality; PROVIDED THAT, except in case of emergency, Municipality shall provide Tenant with forty-eight (48) hours' prior notice of its intent to access the Water Tower. In the event of an emergency, Municipality shall provide Tenant with as much notice as is reasonable under the circumstances.

8. CO-LOCATION: COORDINATION AND NON-INTERFERENCE CO-TENANTS: Tenant shall coordinate with the existing other original co-tenants identified on Exhibit C ("Co-tenants") in locating and installing its facilities pursuant to "Exhibit B" and shall cooperate with Co-tenants and shall not generate radio frequency interference. This provision shall create reciprocal rights of enforcement among co-tenants but Municipality shall have no obligation for enforcement or any other liability to any co-tenant hereunder.

9. ASSIGNMENT/SUBLETTING: This Lease may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the Landlord, which consent will not be unreasonably withheld, delayed or conditioned. Upon request by Landlord, the assignee/transferee shall provide Landlord with documentation evidencing that it has the financial wherewithal to perform all of Tenant's obligations hereunder. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or

corporate dissolution of Tenant shall constitute an assignment hereunder. No subletting is permitted.

10. LIABILITY INSURANCE: Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease, and during any extensions thereof, a policy of commercial general liability for bodily injury and property damage insurance insuring Tenant and including Municipality as an additional insured, as its interest may appear, against any claim of liability arising out of Tenant's use or occupancy of the Premises. Such insurance shall further provide coverage of not less than two million dollars (\$2,000,000) combined single limit each occurrence. Coverage will be subject to review and reasonable increase at the request of the Municipality every five (5) years.

Certificates of such insurance shall be delivered to Municipality at the commencement date, and certificates of renewals or replacements thereafter shall be furnished to Municipality within ten (10) days of the expiration date of each such insurance policy. Upon receipt of notice from its insurer, Tenant shall use its best efforts to provide Landlord with thirty (30) days prior written notice of cancellation or non-renewal of such policy.

11. INDEMNIFICATION: Tenant agrees to indemnify, hold harmless and defend Municipality from and against any and all liability, loss, damage or expense, including reasonable attorney's fees, caused by Tenant's activities at the Property, including but not limited to Tenant's construction, installation, maintenance and repair of its antennas and equipment, damage to the municipal Water Tower from Tenant's activities or action, contamination Tenant causes to the public water supply, injury or damage to Tenant's employees, contractors or other third parties or to its property caused by Tenant, except to the extent occasioned by the negligence or willful misconduct of the Municipality or its employees; PROVIDED THAT this provision shall not apply to the extent that coverage is afforded by either Tenant's or Landlord's general liability insurance carrier; and PROVIDED FURTHER THAT Landlord and Tenant shall each instruct

their respective insurers to waive any right of recovery by way of subrogation arising from an insurer's payment of a covered loss.

12. SURETY REQUIREMENTS: Tenant shall provide a bond, evidence of insurance coverage, or other surety satisfactory to Municipality in the amount of one-hundred thousand dollars (\$100,000) to secure Tenant's performance of its obligations hereunder, including but not limited to its obligations not to impair the structural integrity of the Water Tower, not to contaminate the public water supply and to remove all its equipment at the termination of the Lease.

13. TENANT'S OBLIGATIONS UPON TERMINATION OF LEASE: Tenant at the termination of the Lease term shall peaceably surrender the Premises and shall remove all its equipment and structures from the Water Tower and restore the Premises to the condition it was in prior to the Commencement Date within sixty (60) days following said termination.

14. ENVIRONMENTAL: Tenant shall not use, store, or dispose of hazardous materials, as defined by federal statute, G.L. Chapter 21E and federal state regulations, in violation of any applicable law. Tenant will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to its use and occupancy of the Premises, unless such conditions or concerns are caused by the specific activities of Landlord in the Premises with Landlord being responsible for activity formerly conducted on the Property prior to the Commencement Date. Landlord has no knowledge of any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of

liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by Tenant; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon. Tenant shall prepare and execute a written Radio Frequency Energy Exposure Management Plan (RFEEMP) in cooperation with the existing other original co-tenants identified on Exhibit C and Municipality within forty-five (45) days following the Lease inception.

15. SPECIFIC PROVISIONS RELATING TO WATER TOWER/PUBLIC WATER SUPPLY: Tenant shall do nothing to impair or compromise the structural integrity of the Water Tower. Tenant shall do nothing that causes or has a significant verifiable potential to cause contamination to the public water supply. Tenant shall not interfere with Municipality's access to the Water Tower and water supply for inspection, maintenance and repair. Tenant shall fully cooperate with Municipality both in the event of an emergency involving the Water Tower or public water supply and for routine maintenance work including, without limitation, the temporary suspension of transmissions at no expense to Municipality; PROVIDED THAT Municipality shall use commercially reasonable efforts to minimize any suspension of Tenant's service to its customers. Without limiting the foregoing, Tenant shall comply with following requirements:

Installation:

- a. All cables must be mounted on fabricated wire-ways, supported off brackets, at a minimum of 8" inches. No cables are to be attached to the ladder or interfere with the finial or any entrance hatchways.
- b. The Tenant will be responsible to employ an inspection company of the Landlord's choice to inspect the installation of its equipment; PROVIDED THAT the costs charged by such inspection company are not excessive when

compared to the costs and charges for similar services within the same geographic region. Payment for the inspection service will be made by the Tenant to the inspection company prior to final approval of the installation.

Temporary Equipment Relocation: Upon request of the Landlord, Tenant agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of Landlord performing maintenance, repair or similar work at the Property or on the Water Tower provided:

- a. The Tenant will be responsible for the total cost and logistics of relocating its equipment and reinstalling its equipment when the Landlord maintains the Water Tower and will coordinate the relocation with the Landlord.
- b. The Landlord will give the Tenant a two (2) month prior notice for equipment relocation.
- c. The temporary location is similar to Tenant's existing location in size and is fully compatible for Tenant's use, in Tenant's reasonable determination;
- d. Tenant's use at the Premises is not materially interrupted or diminished during the relocation and Tenant is allowed, if necessary in Tenant's reasonable determination, to place a temporary installation on the Property during any such relocation in coordination with Landlord and in a location reasonably determined by Landlord; and
- e. Upon the completion of any maintenance, repair or similar work by Landlord, Tenant is permitted to return to its original location.

For purposes of protecting the public water supply and preventing unauthorized access thereto, Tenant shall inform Municipality's police department by telephone (at 1-508-528-1212) prior to dispatching any personnel to the site, and shall exercise all necessary precautions to keep the site locked and secured.

16. TOWER COMPLIANCE. Landlord covenants that it will keep the Water Tower in good repair for its use as a municipal water tank as required by all applicable laws, rules,

regulations and building codes. Tenant will be responsible for obtaining, at its sole cost and expense and with the reasonable cooperation of Landlord, all approvals and permits necessary to comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of the Water Tower and perform any improvements associated therewith.

17. TENANT COVENANTS: Tenant covenants with Landlord as follows:

a. Tenant shall pay the full annual rent when due in accordance with the provision set forth in Paragraph 3;

b. Tenant shall coordinate with co-tenants in the co-location of its antennas and comply with the interference provisions contained in Paragraph 8;

c. Tenant shall comply with the provisions contained in Paragraph 15 with regard to damage to the Water Tower or contamination of the public water supply;

d. Tenant shall comply with the provisions contained in Paragraph 7 with regard to Municipality's rights of access;

f. Tenant shall promptly remove any equipment Tenant determines is obsolete comply with the provisions contained in Paragraph 13 regarding removal of its equipment at the end of the Lease term;

g. Tenant shall maintain all of its equipment in good repair;

h. Tenant shall comply with the insurance provision contained in Paragraph 10;

i. Tenant shall take all necessary action to prevent/minimize worker access/exposure to radio frequency radiation as and to the extent required by law.

j. Tenant shall comply with the environmental provisions contained in Paragraph 14;

k. Tenant shall cooperate with Landlord with regard to maintenance/repairs of the Water Tower in accordance with the provisions contained in Paragraph 7, 15 and 16.

18. TENANT'S DEFAULT AND LANDLORD'S REMEDIES: This Lease is made on condition that if Tenant should neglect or fail to pay the rent due hereunder within ten (10) days

after receipt by Tenant of notice from Municipality of such nonpayment, or if the Tenant shall neglect or fail to perform or observe any of the other terms, provisions, conditions or covenants herein contained and on the Tenant's part to be performed or observed for a period of thirty (30) days after receipt by the Tenant of notice of such neglect or failure; provided that Tenant shall have such extended period as may be required beyond thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Tenant commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, or if any assignment shall be made of the Tenant's property for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of all or any part of the Tenant's property by a Court of competent jurisdiction, or if a petition is filed by the Tenant under any bankruptcy laws for relief or composition of its debts, or if the Tenant is declared bankrupt then, and in any of said cases, the Municipality lawfully may immediately or at any time thereafter and without demand or notice enter upon the Premises or any part thereof in the name of the whole and repossess the same, including all equipment and trade fixtures therein and/or annexed thereto, as of the Municipality's former estate and expel the Tenant and those claiming through or under the Tenant and remove its effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding breach of covenants, and upon such entry, may terminate this Lease; and the Tenant covenants in case of such termination to pay and be liable for, on the days originally fixed for the payment thereof, amounts equal to the several installments of rent and other charges reserved as would under the terms of this Lease become due for the remainder of the then current term if this Lease had not been terminated or if Municipality had not entered or reentered as aforesaid, and the Tenant covenants to pay and be liable for all losses and damages suffered by reason of such termination, including, but not limited to, the reasonable documented costs of legal counsel retained by the Municipality and all reasonable documented expenses of the Municipality for enforcement hereunder. In

addition to all other legal and equitable remedies, Landlord shall have the right to remove equipment/structures at Tenant's expense, and the right to declare equipment/structures abandoned and take ownership thereof, all without liability to Landlord. Landlord shall also have the right to declare any surety forfeited and to apply same to any reasonable documented expenses Landlord incurs on account of Tenant's default.

19. Notices: Any notices required hereunder shall be in writing and served by in-hand delivery or certified mail, return-receipt requested, in the case of Landlord, to:

Town of Franklin
Municipal Building
355 East Central Street
Franklin, MA 02038
Attn: Town Administrator

and, in the case of Tenant, to:

Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

20. APPLICABLE LAW AND VENUE: This Lease shall be interpreted in all respects according to the law of the Commonwealth of Massachusetts. Any judicial proceeding relating to this Lease or any of the parties' rights or obligations hereunder shall be brought only in the Massachusetts Trial Court: Superior Court Department, Norfolk County or District Court Department, Wrentham Division, the United States Federal Courts for the District of Massachusetts or the United States Supreme Court.

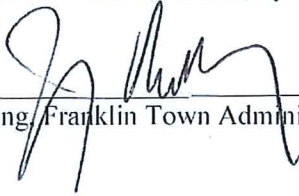
21. QUIET ENJOYMENT. Subject to the express provisions of this Lease, Landlord covenants that Tenant, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

22. MISCELLANEOUS: This Lease represents the full and complete agreement and understanding of the parties; all prior and contemporaneous agreements are merged herein. Any

modifications of the terms of this Lease shall only be effective if in writing and signed by the duly-authorized representatives of both Landlord and Tenant. This Lease shall be binding upon and shall inure to the benefit of the parties' respective representatives, successors, transferees and assigns. The captions contained herein are for convenience only, do not form a part of the Lease and shall have no legal effect.

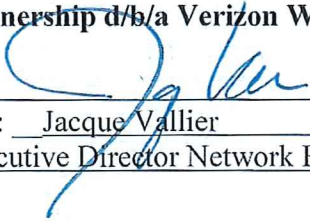
WITNESS our hands and seals the date above written.

TOWN OF FRANKLIN, Landlord, by its Town Administrator:



Jeffrey D. Nutting, Franklin Town Administrator

Cellco Partnership d/b/a Verizon Wireless

By: 

Print Name: Jacque Vallier
Its: Executive Director Network Field Engineering

EXHIBIT A

PROPERTY

The Property located at 855 Upper Union Street as show on the Tax Maps of the Town of Franklin as Map 319, Lot 22 and more particular described in the deed recorded in the Norfolk County Registry of Deeds as Book 11155, Page 60. See Legal description attached.

111553

BK 11155PG060

2

DEED

Valerie A. Colbert, Trustee of Franklin Industrial Park Trust, under Declaration of Trust dated October 1, 1981 and recorded with the Norfolk Registry of Deeds (the "Registry") in Book 5961, Page 619 as amended of record (the "Grantor") for consideration paid, and in full consideration of One (\$1.00) Dollar and other good and valuable consideration, grants to the Town of Franklin, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts with a usual place of business at 150 Emmons Street, Franklin, Massachusetts (the "Grantee"), for water system purposes, with quitclaim covenants, the fee in the land, together with the improvements thereon, in Franklin, Norfolk County, Massachusetts, located in the Franklin Industrial Park and shown as Lot A-11(B) on a certain Plan entitled "Plan of Land in Franklin, Mass. (Norfolk County)" dated March 9, 1995, prepared by H&R Survey of Arlington, Mass., recorded in Plan Book 432 as Plan Number 488 (the "Plan"), said Lot A-11(B) being more particularly described as follows:

Beginning at a point on the westerly sideline of Union Street by land N/F of New England Power Company as shown on said plan, thence running


S 16-37-33 E. thirty-one and 00/100 (31.00) feet along the westerly sideline of said Union Street, thence running

S 73-22-27 W one hundred fourteen and 00/100 (114.00) feet over land N/F of Franklin Industrial Park Trust shown as Lot A-11A on said plan, thence running

N 16-37-33 W eighty and 00/100 (80.00) feet over said Franklin Industrial Park Trust land, thence running

N 73-22-27 E eighty-one and 19/100 (81.19) feet over said Franklin Industrial Park Trust land, thence running

S 50-25-43 E fifty-eight and 97/100 (58.97) feet along said New England Power Company land to the point of beginning.

RECORDED
 IN THE NORFOLK COUNTY REGISTER
 DECEMBER 15, 1995
 CLERK

 CLERK, REGISTER

RECEIVED
 CLERK OF COURTS
 95 DEC 15 11 09 AM

Property Address: Lot A-11(B), Union Street, Franklin, MA 02038

Said Lot A-11(B) contains 8,317 square feet more or less.

Said Lot A-11(B) is conveyed with the benefit of a Utility Easement shown on the Plan, which is referred to in paragraph 9 on page 2 of a previous deed dated January 24, 1990 to the Town of Franklin from said Trust, recorded with said Deeds in Book 9790 Page 555, wherein said Utility Easement is more fully described in paragraph 12 of Exhibit A to said of Deed, entitled "Twenty Foot Wide Utility Easement 'C'"

WITNESS my hand and seal this 17 day of Nov, 1995.

Valerie A. Colbert Trustee
Valerie A. Colbert, as is Trustee of
Franklin Industrial Park Trust, and
not individually

The Grantee hereby accepts the foregoing conveyance and assents to the provisions hereof.

Town of Franklin

By: [Signature]
Wolfgang Bauer, Town Administrator

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

Date: Nov 17, 1995

Then personally appeared the above-named Valerie A. Colbert Trustee as aforesaid, and acknowledged the foregoing instrument to be her free act and deed as Trustee of Franklin Industrial Park Trust, before me,

[Signature]
Notary Public

My Commission Expires: _____
ANGELO F. SPEZZANO
Notary Public
My Commission Expires August 25, 2000

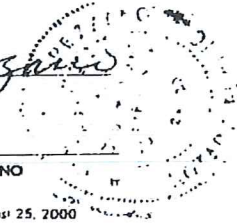
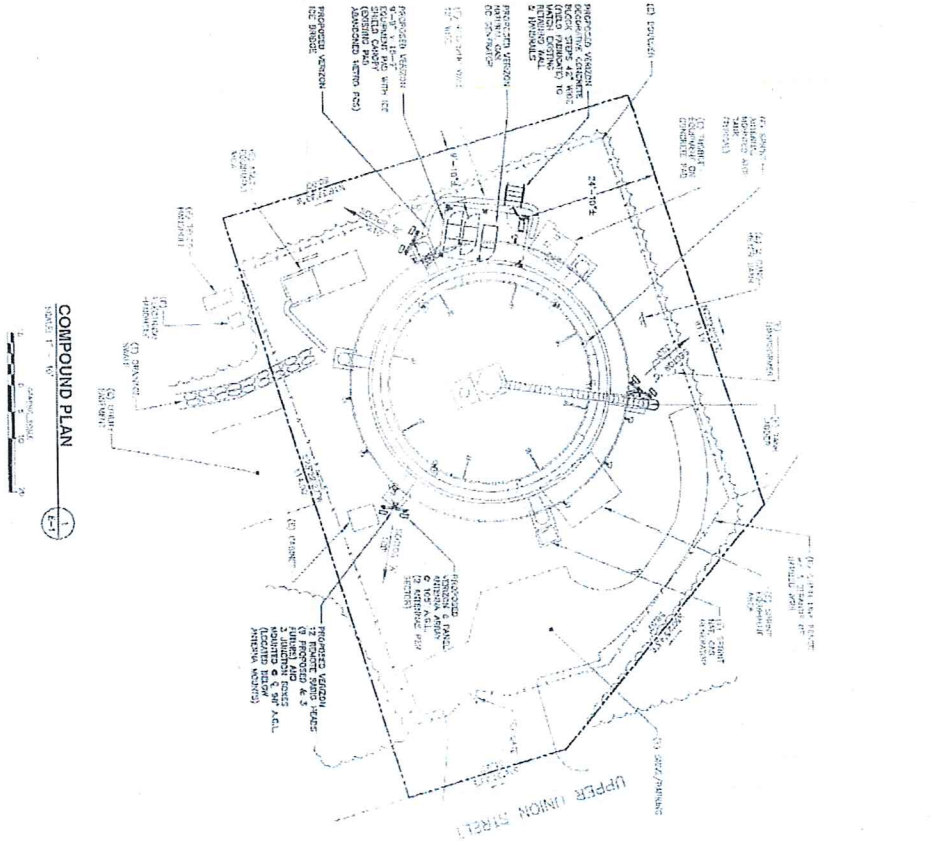


EXHIBIT B
DESCRIPTION OF THE PREMISES

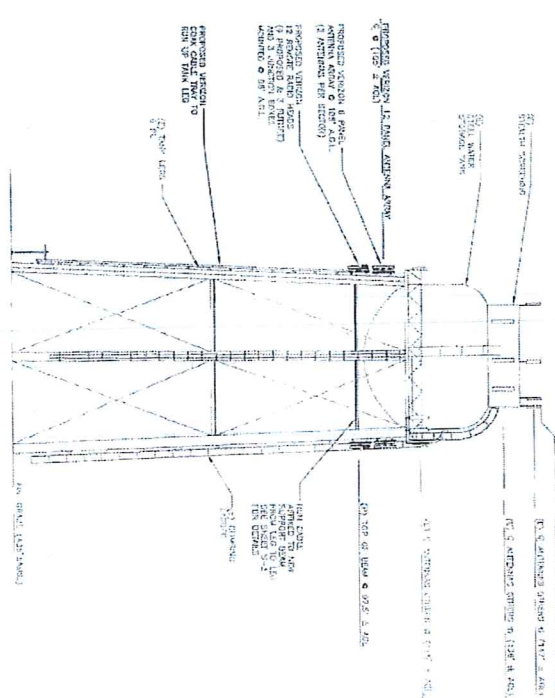
See Attached Lease Exhibit.

NOTES:

1. THE TANK, SUBSTATION, WASTEWATER TREATMENT AND THE ELECTRICAL BUILDING, ARE TO BE CONSTRUCTED AT ONE TIME. THE TANK, SUBSTATION, WASTEWATER TREATMENT AND THE ELECTRICAL BUILDING, ARE TO BE CONSTRUCTED AT ONE TIME.
2. THE UPPER UNION STREET IS AN UNIMPROVED STREET. THE PROPOSED SIDEWALK AND DRIVEWAY ARE TO BE CONSTRUCTED AT THE SAME TIME AS THE TANK AND SUBSTATION. THE SIDEWALK AND DRIVEWAY ARE TO BE CONSTRUCTED AT THE SAME TIME AS THE TANK AND SUBSTATION.



COMPOUND PLAN
SCALE: 1" = 20'-0"



TANK ELEVATION
SCALE: 1" = 20'-0"

<p>400 FRIBERG PARKWAY WEST BURLINGHAM, MA (978) 353-5800</p>		<p>FRANKLIN_4_MA</p>																
<p>TURNING MILL CONSULTANTS, INC. 100 WASHINGTON STREET FRANKLIN, MA 02038 www.turningmill.com</p>		<p>855 UPPER UNION STREET FRANKLIN, MA 02038</p>																
<p>SUBMITTALS</p> <table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td>1</td> <td>PROPOSED WASTEWATER TREATMENT BUILDING</td> <td>08/15/11</td> </tr> <tr> <td>2</td> <td>PROPOSED TANK</td> <td>08/15/11</td> </tr> <tr> <td>3</td> <td>PROPOSED SUBSTATION</td> <td>08/15/11</td> </tr> <tr> <td>4</td> <td>PROPOSED SIDEWALK AND DRIVEWAY</td> <td>08/15/11</td> </tr> </table>				NO.	DESCRIPTION	DATE	1	PROPOSED WASTEWATER TREATMENT BUILDING	08/15/11	2	PROPOSED TANK	08/15/11	3	PROPOSED SUBSTATION	08/15/11	4	PROPOSED SIDEWALK AND DRIVEWAY	08/15/11
NO.	DESCRIPTION	DATE																
1	PROPOSED WASTEWATER TREATMENT BUILDING	08/15/11																
2	PROPOSED TANK	08/15/11																
3	PROPOSED SUBSTATION	08/15/11																
4	PROPOSED SIDEWALK AND DRIVEWAY	08/15/11																
<p>PROJECT: WASTEWATER TREATMENT, TANK, SUBSTATION, SIDEWALK AND DRIVEWAY</p>																		
<p>DATE: 08/15/11</p>																		
<p>DRAWN BY: NS</p>																		
<p>CHECKED BY: LFC</p>																		
<p>SHEET TITLE:</p>																		
<p>COMPOUND PLAN & TANK ELEVATION</p>																		
<p>SHEET NUMBER:</p>																		
<p>E-1</p>																		

EXHIBIT C

EXISTING TENANTS

Sprint Spectrum, L.P.
Omnipoint Communications
New Cingular Wireless PCS, LLC

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4949
www.franklinma.gov

OFFICE OF THE TOWN ADMINISTRATOR

Memorandum

May 31, 2024

To: Town Council
From: Jamie Hellen, Town Administrator
Amy Frigulietti, Deputy Town Administrator

Re: Resolution 24-38: Gift Acceptance - Veterans' Services Dept. & Senior Center

The Veterans' Services Dept. and the Senior Center have received generous donations in the total amount of \$1,507.

The donations totaling \$762 for the Veterans' Services Department will be applied toward the Veterans' Gift Fund and used at the Department's discretion in support of local Veterans and their families.

The donations in the amount of \$625 and \$100 to the Senior Center were made in memory of Marie Nameth and Pat Mahoney, and will be used at the discretion of the Senior Center to provide services and programs to senior citizens in the Franklin community.

We extend our sincere appreciation to all who donated. Thank you for your continued and generous support.

Donation Summary:

- **Veterans' Services Department - Gift Fund - \$762**
 - Franklin Newcomers and Friends

- **Senior Center - \$745**
 - The Monagle Family \$625
 - Jim Morash \$ 20
 - Patricia Nunes \$100
 - \$745

DONATION TOTAL: \$1,507



**TOWN OF FRANKLIN
RESOLUTION 24-38**

**Acceptance of Gifts – Veterans’ Services Department &
Senior Center**

WHEREAS, The Veterans’ Services Department and the Franklin Senior Center have received generous donations in the total amount of \$1,507 to be used at the discretion of each Department as follows:

Donation Summary:

VETERANS’ SERVICES DEPARTMENT - \$762

- Donation to be used at the discretion of the Veterans Services Department through the Veteran’s Gift Fund in support of local veterans and their families.

SENIOR CENTER - \$745

- Donations to be applied at the discretion of the Senior Center, through the Council on Aging Gift Fund, to provide services and programs to senior citizens in the Franklin community.

The list of all donors is included in the 06/05/2024 Town Council meeting agenda packet.

NOW THEREFORE, BE IT RESOLVED THAT:

The Town Council of the Town of Franklin on behalf of the Veterans’ Services Department and Senior Center gratefully accepts these generous donations to be used at the discretion of each Department for the purposes noted above.

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

DATED: _____, 2024

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

**Nancy Danello, CMC
Town Clerk**

**Glenn Jones, Clerk
Franklin Town Council**

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



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OFFICE OF THE TOWN ADMINISTRATOR

Memorandum

May 31, 2024

To: Town Council
From: Jamie Hellen, Town Administrator
Amy Frigulietti, Deputy Town Administrator

Re: **Resolution 24-39: Cable Funds in Support of PEG Service and Programming**

The Massachusetts Department of Revenue requires the Town Council to vote to appropriate PEG funds received from Comcast and Verizon to an established revolving account.

Please find the attached resolution to appropriate PEG funds received for the first quarter of 2024 from Comcast and Verizon to Franklin Community Cable Access, Inc. as follows:

- Comcast: \$ 84,608.35
 - Verizon: \$ 73,929.51
- Total: \$158,537.86**

Please let us know if you have any questions.



TOWN OF FRANKLIN RESOLUTION 24-39

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

TOTAL REQUESTED: \$158,537.86

PURPOSE: To appropriate \$158,537.86 from the PEG Access and Cable Related Fund created under MGL Ch. 44, §53F3/4, representing the amount received in the previous quarter from Comcast and Verizon, to be paid to Franklin Community Cable Access, Inc. to operate the cable access studio and otherwise fund its operations.

MOTION: Be it Moved and Voted by the Town Council that the sum of \$158,537.86 be appropriated from the PEG Access and Cable Related Fund created under MGL Ch. 44, §53F3/4, to be paid to Franklin Community Cable Access, Inc. to operate the cable access studio and otherwise fund its operations.

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

DATED: _____, 2024

VOTED: _____

UNANIMOUS: _____

A TRUE RECORD ATTEST:

YES: _____ **NO:** _____

ABSTAIN: _____ **ABSENT:** _____

RECUSED: _____

Nancy Danello, CMC
Town Clerk

Glenn Jones, Clerk
Franklin Town Council