



CITY COUNCIL

RECEIVED
By City Clerk at 2:02 pm, Dec 31, 2020

MEMORIAL BUILDING – ROOM 113
150 CONCORD STREET, FRAMINGHAM, MA 01702
508.532.5400 – CITYCOUNCIL@FRAMINGHAMMA.GOV

GEORGE P. KING, JR., CHAIR | ADAM C. STEINER, VICE CHAIR
TRACEY BRYANT | MICHAEL P. CANNON | ROBERT D. CASE
JANET LEOMBRUNO | CHRISTINE A. LONG | PHILIP R. OTTAVIANI, JR.
MARGARETH BASILIO SHEPARD | JOHN A. STEFANINI
CESAR G. STEWART-MORALES

AGENDA: JANUARY 5, 2021
REMOTE
7:00 PM

Topic: City Council Meeting January 5, 2021 07:00 PM (EST)

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86507765260?pwd=ckhCa2ZpbUM5MEllcVlrOUZKRCS1dz09>

Passcode: 928107

Or iPhone one-tap :

US: +16465588656,,86507765260# or +13017158592,,86507765260#

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Dial(for higher quality, dial a number based on your current location):

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Webinar ID: 865 0776 5260

International numbers available: <https://us02web.zoom.us/j/86507765260>

CALL TO ORDER

RESOLUTION At the request of Councilor King, Consideration of a Resolution honoring the life of Karen Foran Dempsey

PUBLIC PARTICIPATION

JOINT MEETING WITH THE LIBRARY BOARD OF TRUSTEES

Upon request of the Library Board of Trustees, to appoint one member to the Library Board of Trustees (Order 2021-001)

PUBLIC HEARINGS/DISCUSSIONS

1. Order 2021-002 PUBLIC HEARING - Upon request of the Disability Commission referral of a proposed funds transfer and appropriation of funds relative to a wheelchair lift at Framingham High School to the Finance Subcommittee for review and recommendation to the City Council
2. Order 2021-003 - Upon Request of the Mayor and the Community Development Committee, request authorization to accept additional HUD Community Development Block Grant (CDBG)

CARES Act funds

3. Order 2021-004 - Upon Request of the Mayor and Sustainability Coordinator, authorization of Easement relative to a Solar Energy Project at the McAuliffe Branch Library
4. Report from Youth Council – Isabella Petroni, Chair
5. Order 2021-005 - Upon request of the Democratic Committee Presentation of Resolution pertaining to Racial Equity and Social Justice
6. Upon Request of the City Council, discussion regarding Communication Plan between the City of Framingham’s Executive branch and Legislative branch
7. Order 2021-006 Upon Request of the Ordinance & Rules Subcommittee, request that City Council accept amendments to the Reports of Bylaw Review Committees and the General Bylaws and adopt the Ordinance & Rules Subcommittee’s Report
8. Order 2021-007 - Upon Request of the Mayor to refer the appointment of Dr. Maritsa Barros as the Diversity, Equity and Inclusion Officer to the Appointments Subcommittee for review and recommendation to City Council

UPDATE FROM THE MAYOR

REPORT OF THE COUNCIL CHAIR

REPORTS OF SUBCOMMITTEES

REPORT OF COUNCILORS

MINUTES FOR APPROVAL

11/5/2020, 12/8/2020 & 12/15/2020

ADJOURNMENT

CARES Act funds

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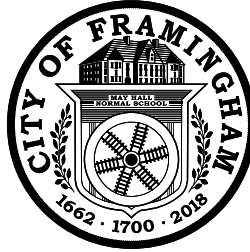
MINUTES FOR APPROVAL

11/5/2020, 12/8/2020 & 12/15/2020

ADJOURNMENT

City of Framingham

The City Council of Framingham



Resolution

We, the members of the Framingham City Council, through this resolution of appreciation and remembrance, express our gratitude and respect for the life and works of Karen Foran Dempsey.

WHEREAS, Karen Dempsey was born and brought up in Framingham and dedicated her life works to improving our City

WHEREAS, Karen Dempsey experienced a challenging physical disability from her early years and never let it impede her living life to the fullest

WHEREAS, Karen Dempsey used her experience to advocate vigorously for all people to have equal access and equal opportunity

WHEREAS, Karen Dempsey was widely recognized as the founder of Framingham's Disability Commission through her strong advocacy for the disability community,

WHEREAS, Karen Dempsey relentlessly served Framingham and its citizens for decades, leaving a lasting legacy of success, meaningful change and improved opportunities for all

WHEREAS, Karen Dempsey served on the Disability Commission and was an elected member of the Framingham School Committee at the time of her untimely passing,

THEREFORE, be it resolved we as a community will mourn the passing of this remarkable woman with her family and friends, and be it further resolved that we, the Framingham City Council, ask the Mayor submit a proposal to name a suitable building, room or other appropriate location to honor the legacy of Karen Foran Dempsey, and that such proposal be proffered within thirty days of this resolution for consideration.

GIVEN THIS 5TH DAY OF JANUARY, 2021

GEORGE P. KING, JR., CHAIR | ADAM C. STEINER, VICE CHAIR
TRACEY BRYANT | MICHAEL P. CANNON | ROBERT D. CASE | JANET LEOMBRUNO
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JOHN A. STEFANINI | CESAR G. STEWART-MORALES

HEATHER WOODS

35 Hampden Rd. Framingham, MA 01702, (508) 494-3579, heather.woods@gmail.com

Associate CIO of Wellesley College with decades of experience transforming organizations. A skilled, dynamic, and innovative leader, trusted internally and across the institution to deliver a mission-driven vision.

PROFESSIONAL EXPERIENCE

Strategic Leadership for College priorities

- Lead faculty, staff and students as Working Group Co-Chair, and Steering Committee member of Wellesley's inaugural comprehensive Strategic Planning process
- Instituted groundbreaking College-wide symposium on *Liberal Arts Learning in the Digital Age*
- Founded Student Advisory Committee to foster on-going conversations with the student body
- Conduct annual listening sessions with academic departments
- Engage with faculty governance on Advisory Committee for Library and Technology Policy
- Lead teldata, av, and library construction planning from concept through occupancy for major campus projects, including the multiphase state-of-the-art science facility, classroom modernizations, and Academic Commons design
- Develop data-based strategy and action plans through the analysis of survey data (e.g. MISO), peer benchmarking analyses (e.g. staffing allocation and services), and available system/usage data
- Influence potential and current donors, and Alumnae leadership groups, in concert with the Development Office
- Promote campus sustainability efforts through strategic program changes including shifts in campus computing inventories and cycles, print management, secure disk destruction and hardware downcycling/recycling

Organizational Leadership for Division Excellence

Establish and cultivate a service-minded culture of advocacy, collaboration and measured risk-taking, resulting in on-going innovations, and improvements to support/strengthen faculty and student scholarship including

- The LTS faculty research support program including the Quantitative Analysis Institute, Initiatives for Digital Scholarship and Academic Fabrication and Digital Design
- Deep scholarly integration of emerging technologies (e.g. XR) in research and instruction and expanded faculty development programming (e.g. Universal Design)
- Blended and online learning programs including the Mellon funded Blended Learning Initiatives and WellesleyX
- Instruction and support for new coursework in VR/AR, fabrication, game creation, visual essays, Zines, curated image collections, text analysis and crowd-sourced transcription
- The implementation of Sakai and GoogleApps for Education, redesigned classroom standards, and in-house programming and support for Crestron classroom control systems
- Sustainable file storage policies and back-up audit strategies for faculty research
- Technology access improvements for students, faculty and staff

Build and support a stable yet innovative learning organization that enables staff to nimbly respond to evolving campus needs

- Transform LTS vision, communication, service philosophies, business processes, and staffing as a leading member of multiple departmental strategic planning efforts
- Expand and improve support for teaching, learning and research through the establishment of a deeply merged team focused on faculty and student needs
- Reduce resource overhead, normalize services, and provide new professional opportunities for staff through the consolidated management of front-line service locations
- Coach managers in best practices and establish staff development priorities with direct reports through annual skill and risk analyses
- Identify opportunities for portfolio adjustments through annual staff-wide service review
- Ensure the high availability of outstanding service, and the potential for continued growth through a balance of in-house and outsourced resources

Financial Oversight

As a member of senior leadership, construct and manage \$14M capital and operational budget, ensuring fiscal responsibility and optimal use of resources

- Oversee the 5 year budget projections for campus hardware and software, as well as annual budgets for learning space improvements, R&D for emerging areas, restricted funds, and consultant/project expenses
- Collaborate closely with CIO on compensation budget ensuring equity and staff development
- Project and support campus project budgets (e.g. \$1M+ Science construction tech budget)
- Reduce budget impact through negotiated licensing costs, portfolio management, campus-wide purchasing policies, work reorganizations, and reductions in force
- Engage and negotiate with vendors and consultants for procurement, project support, and outsourced services

Information Security and Compliance

- Lead Wellesley's GDPR compliance efforts in partnership with Counsel
- Responsible for pen testing, semi-annual phishing tests, SANS training and NCSAM activities
- Oversaw DUO two-factor authentication, and Code42 backup implementations
- Managed the development and implementation of a custom Identity Management solution
- Managed OnBase document imaging business process analysis and implementation for Provost, HR, and Student Financial Services offices
- Refresh the Library and Technology Business Continuity/Disaster Recovery plan, and manage ongoing BC/DR team and response preparation
- Campus Emergency Management Group and Senior Emergency Team member

Technology Infrastructure

- Reorganized Systems and Networks team to right-size and refocus skills for our mixed environment of on-prem, cloud and hosted solutions, and our transition away from Banner/Oracle
- Oversaw the reconfiguration and three year growth/management plan for our NetApp environment
- Lead the transition from our Nortel PBX to a VOIP solution
- Manage the refresh and lease renewal for our Cisco network equipment

- Oversee the return to best practices for our Windows system administration including the Windows Server 2008 retirement, centralized CIFS share management, and improvements to our Active Directory
- Evaluate options and timelines for continued on-campus hardware reductions, virtual desktop environments, and federatedID implementation

SERVICE

- Mentor staff, ad-hoc and through HR mentoring program
- Developed and delivered credit-bearing, infotech literacy bridge course to deliver improved outcomes for “at risk” students
- Administrative Council, Academic Council, the Facilities Planning Committee, the Classroom Committee, committee on “Big Ideas” for admissions and financial aid, and the First-Year Orientation Committee
- Active member of NERCOMP and CLAC
- NERCOMP Program Committee, and PDO Coordinator

ROLES

1999-present Library & Technology Services, Wellesley College

Associate CIO (2017-present)

Lead a matrixed team of 35+ librarians and technologists responsible for Research Services, Instructional Technology, Blended and Online Learning, Computing Support, Help Desk, Media Services, Learning Space Technology, Systems & Networks, Telecommunications, Emerging Technologies, Academic Fabrication & Digital Design, and the Book Arts Lab

Director, Research & Instructional Support (2010-2017)

Led team of 20 librarians and technologists supporting all aspects of Teaching, Learning and Research

Director of Digital Media and Instruction, Directory of Access and Digital Media (2007-2010)

Led teams of 9-15 staff responsible for systems, user and instructional support/design, and public services

Project Manager, Manager, Knapp Media & Technology Center (2000-2007)

Led teams of 1-6 staff responsible for systems, user and instructional support/design

IS Management Intern, Project Leader (1999-2000)

Desktop support, instructional design and academic systems management

2001-2002 Advisor to LGBTQ Students, Wellesley College

1998-2000 Student Teaching Mentor, Wellesley College

1998-1999 Math Teacher, Needham Public Schools

EDUCATION and DEVELOPMENT

- 2019 Fellow, Leading Change Institute, Washington D.C.
- 2017 M.S. in Data Analytics, Southern New Hampshire University
- 2011 Graduate coursework in Instructional Technology, Framingham State University
- 2007 HERS Institute for Women in Higher Education Administration, Wellesley, MA
- 1998 Provisional Certification, MA Teacher Certification Program (9-12), Wellesley College
- 1997 B.A. in Mathematics, Wellesley College

PRESENTATIONS

- Woods, H., O'Steen, D., Fernandez, O., Fuegen, S., Hanrahan, M. Kaezcki, J., & Ruffin, K. (June 2020). *Remote Liberal Arts: Moving from Urgent Transition to Intentional Planning*. vCLAC Meeting. Virtual.
- Woods, H. (October 2019). *Approach to GDPR*. CHERIS Meeting. Hartford, CT.
- Woods, H. (June 2019). *GDPR - Scope and Approach*. CLAC Annual Meeting. Swarthmore, PA.
- Consiglio, D., Marmarelli, T., Peterson, A., Saito, H., Sprunger, D., Turner, A., Woods, H. (June 2019). *The State of Learning Spaces at Small Liberal Arts Colleges*. CLAC Annual Meeting. Swarthmore, PA.
- Ravishanker, R., Woods, H. (June 2018). *Leadership Strategies to Meet Evolving College Needs*. CLAC Annual Meeting. San Antonio, TX.
- Woods, H. (January 2018). *Administering opportunities across a campus*. Digital Fabrication and Making at Liberal Arts Colleges. Wellesley, MA.
- Woods, H. (November 2016). *Library-IT Partnerships*. "New York Six", ITAP Mentor Meeting. Webinar.
- Davray, N., Forrest, L., Smallen, D., & Woods, H. (October 2016). *Merge Ahead: Library-IT Organizations in the Liberal Arts*. Educause Annual Conference. Anaheim, CA.
- Brooks, M., Darling, R., & Woods, H. (June 2015). *Putting the Tech on Deck: Removing the Sage on the Stage from Faculty Development*. CLAC Annual Meeting. Lafayette, PA.
- Ruffin, K., Tynes, J., & Woods, H. (June 2015). *Laser cutting for the printing press: makerspace collaborations*. CLAC Annual Meeting. Lafayette, PA.
- Woods, H. (June 2015). *A new Digital Divide: the difference between computer use data and reality*. CLAC Annual Meeting. Lafayette, PA.
- Woods, H. (January 2013). *Correlating Library Services and Academic Success: a project with potential?*, NERLA meeting. Southbridge, MA.
- Brooks, M. & Woods H. (2010). *Integrating Critical Literacies into the First Year*. NERCOMP meeting. Norwood, MA.
- Brooks, M., Wedaman, D., & Woods, H. (2010). *Organizing for the Future*, NERCOMP meeting. Norwood, MA.
- Brooks, M., & Woods, H. (2008). *Wellesley Plus: Integrating Library and IT into a Supplementary First-Year Experience*. New England Association of School Librarians. Deerfield, MA.
- Brooks, M., & Woods, H. (2007). *Wellesley Plus: Integrating Library and IT into a Supplementary First-Year Experience*. NERCOMP meeting., Norwood, MA.

Ilene S. Silver
4 Hancock Lane
Framingham, MA 01701

November 18, 2020

To Whom It May Concern:

I would like to be considered for the open position of Library Trustee. As a retired elementary school principal and teacher, I recognize how important it is to have access to a well-equipped public library, with print and online content, as well as CD disks and movies. I have been very impressed with the variety of programming available to the residents of Framingham and would like to be able to participate in its development and implementation.

I played significant roles in the Strategic Plans for the Town of Hopkinton Public Schools in 1993 and 2000. I have been responsible for creating and managing the budget for the Elmwood School, the Holliston Environmental Day Camp, and the Holliston Summer Program for Learners. In addition I have hired, supervised and evaluated both the professional faculty and para-professionals for the above organizations.

My grandchildren are ardent readers who are well known to the librarians at the Christa McAuliffe Branch Library. The librarians are able to suggest books and series based upon their knowledge of the children's interest and previously read books. I am extremely impressed by their ability to pinpoint the right book for individuals. It is my goal to help instill in other children how reading can enhance their lives and their learning experiences.

As a retiree, I have the time and energy to devote to this board position. I look forward to discussing my suitability for it with you.

Sincerely,



Ilene S. Silver

Ilene S. Silver

4 Hancock Lane, Framingham, MA 01701 Home: 508-788-5182 Cell: 508-294-2836 ilene2415@gmail.com

Objective

To work cooperatively with the other library trustees. To continue to enhance both the services and facilities of the libraries. As an educator, I recognize the importance of a fully inclusive library. As a lifelong reader, I would like to be a part of planning and supporting the many activities and resources that the Framingham Public Library offers.

Professional Experience

Principal, Elmwood Elementary School, Hopkinton, MA January 1998- June 2012

- Created a child-centered learning environment in which all students felt ownership and pride.
- Initiated the nationally recognized Wee Deliver Program providing students with letter writing experiences and a school-based postal service.
- Initiated a quarterly magazine, "The Eagle's Eye", designed to give each student the opportunity to become a published author.
- Assisted in the architectural design of the new Hopkins Elementary School; ordered furniture, equipment, and materials; organized and supervised the move between the three elementary schools.
- Managed the reorganization of Elmwood School from one consisting of grades three through five, to grades two and three, with a population of over 600 students.
- Supervised and evaluated over 80 professional and non-professional staff members.
- Developed innovative School Improvement Plans with clearly articulated goals and benchmarks.
- Recruited and hired over 90 percent of the professional staff.
- Responsible for developing and managing a two million dollar budget.

Assistant to the Principal, Elmwood and Center Schools Hopkinton, MA 1993-1998

Management Assistant to the Director of Elementary Education Miller and Andrew Schools Holliston, MA 1985-1983

Related Educational and Administrative Experience

- Director of the Holliston Environmental Day Camp and
Holliston Summer Program for Learners
Miller School Holliston, MA 1990-1997***
- Holliston Early Learning Planning Study (HELPS) Holliston, MA 1987***

Ilene S. Silver

4 Hancock Lane, Framingham, MA 01701 Home: 508-788-5182 Cell: 508-294-2836 ilene2415@gmail.com

Federal Census Crew Leader for the towns of Holliston, Hopkinton, and Ashland 1980

Volunteer Activities

Board Member of The Mental Health Collaborative, Hopkinton MA, 2018-present

English Language Teacher at Aroni Aleph Middle/High School Haifa, Israel, 2017-present

Committee Member of the Sharon Timlin 5K Memorial Race to fund ALS research Hopkinton, MA 2007-2019

Education

Framingham State College Master of Arts in Educational Leadership 1994

**Syracuse University Bachelor of Science: Major, Elementary Education
Concentration: Psychology 1968**

Jenny DeArcangelis, LCSW

22 Shawmut Terrace
Framingham, Ma 01702
508-776-0153
jdearc@gmail.com

November 24, 2020

Lisa Ferguson, City Clerk
150 Concord St., Room 105
Framingham, MA 01702

Dear Ms. Ferguson,

I am writing to express my interest in the opening with the Board of Library Trustees. As a lifelong patron of libraries, I was drawn to this position, as libraries have always held a special place in my heart. While I have never served on a board, I have worked for several non-profit agencies and understand the importance of committed Board members in contributing to the vitality of an organization. I would be interested in supporting our community's libraries through such a role.

I am currently a stay-at-home mother, and I utilize the library regularly. Through these interactions, I am reminded of the important role the libraries hold in our community. As a social worker I am particularly concerned with community resources, and I see libraries as a vital resource to community members of every age. I believe that my skills as a social worker would benefit the Board, as I am conscious of various community issues, have worked collaboratively with my colleagues to best serve clients, and have some exposure to funding issues. I would be enthusiastic to learn more about this role.

Sincerely yours,

Jenny DeArcangelis

December 28, 2020

Dear Framingham City Council,

After collaborating with Leslie White Harvey since 2017, I can attest that this candidate will make a fruitful addition to the Framingham Public Library's Board of Trustees.

Leslie's character exudes creative confidence alongside a determined, professional demeanor. Her embodiment of "life-long learning" in tandem with meaningful community immersion will result in perpetual dividends not only for the Library, but also for the City of Framingham.

Since March 2018, Leslie has served as a Board Director for Downtown Framingham, Inc. (DFI), a 501(c)3 non-profit organization where I serve as Executive Director. As the DFI Board Vice President, Leslie led a subcommittee to identify prospective board members. She tapped into her creative, organizational skills to help present the last two Downtown Celebration galas, fundraising critical dollars to help DFI fulfill its multi-faceted mission. Leslie initiated her own volunteer agenda to partner with an immigrant-run business, Tesoro Supermarket, to confirm grocery donations for DFI block parties and road races.

While Leslie's behind-the-scenes work appears exhaustive, she does not stop there. Leslie is an ever-present face in the community, and she prioritizes in-person engagement (pre-COVID) opportunities above all else. This meaningful, visible dedication toward "walking the walk" is sometimes rare within professionally staffed boards, and thankfully, Leslie breaks that stereotype. Leslie grasps the value behind community events as she embraces both new residents and familiar faces at downtown social strolls and cultural tours.

Leslie is living proof of Downtown Framingham, Inc.'s tagline of building business, community, and culture. Undoubtedly, she will make a spirited, positive influence collaboratively both behind-the-scenes and reliably "on-scene" for years to come as a well-connected Framingham Public Library Trustee.

Sincerely,



Courtney Thraen
Executive Director
Downtown Framingham, Inc.



Natick Public Schools
Wilson Middle School

Teresa Carney, Principal
Susan D'Agostino, Vice-Principal
Niall Carney, Vice-Principal

November 2020

To whom it may concern:

It is with great pleasure that I recommend Leslie White Harvey for the Board of Library Trustees in Framingham. Over the past two years, I have known her as a colleague at Wilson Middle School in Natick.

Leslie visits the Wilson library in her job as a paraprofessional and always demonstrates a level of caring and dependability that is focused on the entire community, no matter which students she is serving that day. This global attitude is infectious. She advocates for her school library and she sought advice from us during the Framingham Public Library's latest director search. I discovered that Leslie brought inclusivity and civic thinking to the forefront and communicated these qualities with clarity and quiet passion. She shared her want of choosing a leader who would support the space in terms of usability— thinking always of the patron first. It is imperative that a city like Framingham has advocates like Leslie serving its library.

I confidently recommend Leslie to join the board as she not only would be a valuable partner to leadership, but a strong ally to her fellow patrons and an asset during budget season. Please feel free to contact me should you require any additional information.

Sincerely,

Luke Steere
School Librarian Teacher
Wilson Middle School
508-647-6670 x1210
lsteere@natickps.org

Natick Public Schools does not discriminate on the basis of race, creed, color, sex, gender identity, religion, nationality, sexual orientation, physical and intellectual differences, immigration status or homeless status.

Leslie White Harvey

15 Campbell Drive
Framingham Ma 01702
508-231-6443
leslie471@hotmail.com

Objective

To add a diverse perspective to the Framingham Library Board of Trustees

Qualifications

- Active community member who is passionate about the growth and betterment of the Framingham Community

Experience

Library Search Committee; Framingham MA.

Search Committee Member. 2020

-
- Formed Questions for the candidates
 - Reviewed Resumes of Candidates
 - Interviewed Candidates for the position.
 - Recorded minutes for my scheduled meeting
 - Pivoted from in-person to ZOOM meeting
 - Perfect and timely attendance for every meeting
-

Framingham Cultural Council; Framingham MA.

Council Member. 2019-present

-
- Social Media coordinator
 - Review cultural grant applications that benefit Framingham
 - Select Contributor of the Year
-

Downton Framingham Board of Directors; Framingham MA.

Board Vice President. 2019-present

Board Member 2017-present

-
- Support diverse businesses and promote economic growth in Downtown Framingham
 - Volunteer at events in the downtown community.
 - Search Committee for new Program Events Director
 - Vet, Interview and submit Candidates for the Board
 - Participate and attend Annual Workshop to Brainstorm new initiatives to keep growing and revitalizing Downtown Framingham Area.
 - Social Media committee ambassador
 - Social media committee
-

Framingham Steering Committee; Framingham MA.

Board Member. present

-
- Promote and organize the mentorship program
 - Promote and provide Boston Marathon fundraising guidance to team members and local charities
 - Social Media coordinator
-

Wilson Middle School; Natick MA.

Paraprofessional. 2016 to present

-
- Assist lead teacher with classroom management
 - Assist with students who need IEP Support Services
 - Cover Class room teacher as needed
 - Provide student support in Wilson Library
 - Promote social and academic growth
 - Collaborate with lead teacher to monitor student development
 - Track and Field Coach for grades 6,7,8
-

Stapleton Elementary School; Framingham MA.

Paraprofessional. 2014-2016

-
- Assist lead teacher with classroom management
 - Assist with students who need IEP Support Services
 - Promote social and academic growth
 - Cover Class room teacher as needed
-

Framingham Public Schools; Framingham MA.

Substitute Teacher (High School and Elementary School)

-
- Fill in for lead teachers in their absence
 - Promote academic and social growth
-

Heywood Hospital; Gardner MA.

Promoted to higher-level position based on quality of performance.

Health Information Technician. 2007 to 2010

- Organized, prepared, and input confidential information into medical records with high degree of accuracy.
- Maintained and prepared medical record release documents.
- Working with team, located and retrieved appropriate charts.
- Provided courteous and efficient service, in person and by phone, to internal and external customers, including patients, physicians, employers, and insurance providers.

Environmental Assistant, part time. 2002 to 2007

- Entrusted to train new staff in infection control policies and procedures.
- Maintained high levels of order and cleanliness in hospital offices, receiving "exceeds expectations" on all evaluations.
- Safeguarded confidentiality of hospital records.

Gardner District Court; Gardner, MA.

Administrative Internship, Probation Office, part time. 2007

- Provided administrative support for court proceedings with probationary matters.
- Observed court proceedings and conferences, maintaining complete confidentiality.
- Retrieved and prepared files for trials.

Avery Dennison; Fitchburg, MA.

Supervisor. 1996 to 2000

- Supervised 30 people a day in manufacturing factory.
- Planned rotating schedules of employees and tasks.
- Trained employees to meet company performance standards.
- Observed and identified production flaws, worked with team to find appropriate solutions.
- Input equipment efficiency reports into database.

Community Service

McCarthy Elementary School, Volunteer; Framingham MA. 2010 to present

- Assist in organizing and running monthly book swap.
- Assist with various special fundraising events.
- Participate in FitKids program.

St. Linus Church, Volunteer; Natick MA. 2010 to present

- Assist with office work.
- Prepare for special activities.

Education & Training

University of Massachusetts; Amherst MA

Bachelors of Legal Studies. Minor in African American Studies.

Dean's List 3 semesters; 4.0 average one semester.

Positions: Resident Assistant; Teaching Assistant, Student Leadership and Group Dynamics course. Worked 15 hours a week while maintaining full course load.

Honors: Resident Assistant Distinguished Service Award; Member, ALANA Honors Society.

Activities: Peer Counselor; coordinated women's conference; customer service volunteer, Augusta Savage Art Gallery; coordinated exhibits for International Festival.

University of Massachusetts; Amherst MA

Mediation Certificate.

Matthew Nicholl

17 Brigham Road
Framingham, MA 01702
508/875-8699
matthewjnicholl@mac.com

EDUCATION

Master of Music in Theory (Piano Minor), August 1982. University of North Texas.
Bachelor of Music in Theory (Piano Minor), December 1978. Cum Laude. University of North Texas.

ADMINISTRATIVE EXPERIENCE

Berklee College of Music (2018–present), Dean, Professional Writing and Technology Division.
Berklee College of Music (2016–2018), Associate Vice President, Global Initiatives.
Berklee Mediterranean Music Institute (2013–present), Executive Director.
Berklee College of Music (2002–2016), Chair, Contemporary Writing and Production Department.

TEACHING EXPERIENCE

Berklee College of Music (1996–2002) Associate Professor, Harmony Department.
Western Carolina University (1990–1996) Assistant Professor, member of the Graduate Faculty.
University of North Texas (1981–1983) Teaching Assistant, jazz arranging.

PROFESSIONAL EXPERIENCE

Boston, MA (1996–present), freelance composer, arranger, and producer.
DCA Music, Washington, DC (1986–1990), Staff composer, arranger.
Buffalo Sound Productions, Ft. Worth, TX (1983–1986), Staff composer, arranger.
TM Productions, Dallas, TX (1982–1983), Staff keyboardist.
Stephen Arnold Productions, Dallas, TX (1980–1983), Staff composer, arranger.

BOOKS, ARTICLES AND PUBLICATIONS

The Art and Craft of Writing Music. Web book, October, 2019.
Forward to *Music Notation*, Jonathan Feist, Berklee Press, Fall, 2016.
Essential Grooves – Multi Media version (computer application), with Dan Moretti and Oscar Stagnaro, Tutti, 2012.
Essential Grooves for Writing, Playing, and Producing Contemporary Music, with Dan Moretti and Oscar Stagnaro. Sher Music, 2011.
Musicians and Composers of the 20th Century, Salem Press, 2009. Articles on Chick Corea, Erroll Garner, Gilberto Gil, Antonio Carlos Jobim, Milton Nascimento, and Bud Powell.
Music Notation: Preparing Scores and Parts, with Richard Grudzinski, Boston, MA: Berklee Press, 2007.
Bossa Nova Standard Songs, Tokyo, Japan: Rittor Music, Inc., 2007.
Introduction to MIDI/Synthesis, Miami, FL: CPP/Belwin, 1993.

PERSONAL

Born in Cleveland, Ohio.
Framingham, MA, resident and registered voter since 1996.
Spouse: Susan Nicholl
Children: Leigh (Arlington, VA) and John (Brighton, MA)

Michelle de Oliveira
465 Concord Street
Framingham, MA 01702

RE: Resume

To Whom It May Concern:

I am an organized and people oriented individual who strives to complete the requirements of this job successfully. My organizational abilities and communication skills have made me an asset to each of my former employers.

I have met each new challenge successfully. My strengths include completing tasks individually as well as in a group, motivating peers to complete their tasks and excellent analytical skills. During years I have prepared myself with different accounting functions, which includes accounts receivable, billing, accounts payable and providing administrative support to management.

Although I am enjoying my present job, I am looking out for new opportunities. I am confident that my abilities will be an asset in contributing to the achievement of the corporate objectives.

I am openly acceptable to new changes and opportunity of growth.

Please find my resume attached for review. I can be reached at (347) 421-2244 and I welcome the opportunity to discuss my qualifications in more detail.

Very Truly Yours,

Michelle de Oliveira

Michelle de Oliveira

465 Concord Street, Framingham MA 01702

Phone: (347) 421-2244 Email: deoliveira-michelle@hotmail.com

Objective I am a results-oriented self-starter and team player, with extensive experience in customer service and management. I am seeking a position that will utilize my knowledge and problem-solving skills with an organization offering opportunities for future advancement."

Work experience Hampton Inn & Suites – Boston, MA July 2016 – Current

Accounting Manager

Responsible for controlling and collecting payments from customers. Processing vendor invoices in a timely manner to ensure proper payment. Balancing out cash received and precession/sending deposit to the bank. Assisting Human Resource with inquiries and requests to employees. Making decisions concerning credit limits, acceptable levels of risk and terms of payment of customers. Maintaining strong cash flows through efficient collections. Managing Overnight Audit procedure by day auditing report printer on the overnight. Maintaining a clean and budgeted check book for a clean P&L in the end of the month by making sure other departments are with in their budget expenditure for given month. Enforcing the "stop list" of supply of goods and services to customers. Initiating legal or other recovery actions against customers who are delinquent. Respond effectively to customer inquiries in a timely fashion, communicate all issues/dispute and inquiries to operating departments and supervisors. Keep supervisor informed of any unusual event and/or deviations of policies procedures. Maximize productivity, identify problem areas, and assist in finding and implementing solutions.

Boston Park Plaza Hotel – Boston, MA

(October 2012 – July 2016)

Credit Manager

Responsible for controlling and collecting payments from customers. Making decisions concerning credit limits, acceptable levels of risk and terms of payment of customers. Controlling bad debt exposure and expenses, through the direct management of credit terms on the company's ledgers. Maintaining strong cash flows through efficient collections. Ensuring an adequate Allowance for Doubtful Accounts is kept by the company. Monitoring the Accounts Receivable portfolio for trends and warning signs. Enforcing the "stop list" of supply of goods and services to customers. Determine credit ceilings. Setting and ensuring compliance with a corporate credit policy. Obtaining security interests where necessary. Initiating legal or other recovery actions against customers who are delinquent. Respond effectively to customer inquiries in a timely fashion, communicate all issues/dispute and inquiries to operating departments and supervisors. Keep supervisor informed of any unusual event and/or deviations of policies procedures. Ensure overall guest satisfaction. Maximize productivity, identify problem areas, and assist in finding and implementing solutions. Overseeing staff performance and compliances with corporate policy on the collection department. Supervise and manage staff by providing leadership, guidance, and training for all office functions

Doubletree Metropolitan Hotel - New York, NY

August 2005 - 2012

Accounting Receivables

(09/2007 – October 2012)

Responsible for ensuring proper review, timely processing and communication of all guest, groups/ banquets & FIT Account billing and the collection thereof. Assist the sales effort in establishing customer credit in accordance with hotel policies. Work closely with the sales department and banquet managers to ensure invoices are accurate and issued timely. Ensure timely payments are received and applied properly to the correct group/event & FIT Accounts. Respond effectively to customer inquiries in a timely fashion, communicate all issues/dispute and inquiries to operating departments and supervisors. Maintain an efficient collection process to include an organized filling and tracing system, perform collection calls and prepare bad debt write-offs.

Guest Relations Manager

(03/2007 – 09/2007)

Exercise Manager duties if Manager is not present. Responsible for guest inquiries and resolving any guest issues during their stay to ensure customer satisfaction. Oversee front desk staff, work closely with Manager on Duty and provide Manager with any necessary assistance.

Front Desk Agent

(08/2005 – 03/2007)

Greets and registers guests. Check out guests and ensure statements are correct. Resolves guest challenges throughout their stay. Fulfill guest request and address complaints to ensure high customer satisfaction. administrative duties as needed.

Michelle de Oliveira

465 Concord Street, Framingham MA 01702

Phone: (347) 421-2244 Email: deoliveira-michelle@hotmail.com

- Education Baruch College - New York, NY May 2008
Bachelor of Business Administration – Operation Management and Philosophy
- Borough of Manhattan Community College - New York, NY June 2004
Associates Degree - Business Management and Banking
- Languages Portuguese and English
- Skills
- Proficient with MS Office, Windows 2010
 - Proficient with Hilton OnQ System, Saflock and Hotel Expert
 - Proficient with Opera/Micros Full Service
 - CPR Certified
- References Available upon request

Dear Mayor Spicer,

My name is Ohad Klopman. I am a resident of District 5, a proud graduate of the Framingham Public Schools, and a current undergraduate at Columbia University. I'm probably not the prototypical candidate for the open seat on the Board of Trustees, but as an avid reader, a student, and an active member in the Framingham community, I have many reasons for applying.

In high school, university, and in my personal life, I am constantly engaged in policy action and community engagement. As you already know, we sat together on the School Committee when I was a student at FHS in 2018. I served as the first student representative to the School Committee, where I worked on issues of facilities, bussing, and academic policy. I have since worked as the Vice President of Campus Life at the Columbia School of General Studies Student Council, where my responsibilities included overseeing our \$400,000 events budget, facilitating communication between students and administrators, and representing the student body in policy discussions. Many years ago, I even volunteered for the library on the youth programming board with Marcy Maiorana!

Being a college student stuck at home during the pandemic, I have seen first-hand the need for affordable and accessible library programming. FPL has been doing an excellent job of this for as long as I can remember, but I believe there are some opportunities to improve. Today's tech-run world puts an added responsibility for local libraries to meet the needs of their communities, and I want to help FPL accomplish that.

My professional experience also fits the mission of the Board of Trustees. As a nonprofit consultant, data analyst, and program evaluator, I have helped over a dozen nonprofit organizations improve service delivery and maximize social impact. It is my firm belief that a data-driven approach can drive an organization's success. I am eager to volunteer my skills in program evaluation to help the Board of Trustees draw meaningful insights about service utilization, efficiency, and impact. At the same time, I'm not a data-only person— data is the beginning of an informed policy, but our mission and community relationships must always come first.

I hope my application and resume find favor with you! I will always jump at an opportunity to give back to Framingham and support the libraries, and I look forward to hearing from you soon.

Sincerely,

Ohad Klopman

Ohad Klopman

ohad.klopman@columbia.edu | (508)-733-7997 | www.linkedin.com/in/ohadklopman/

EDUCATION

Dual-B.A. Joint Program, Columbia University and the Jewish Theological Seminary

Expected May 2022

- Columbia University: B.A. in Political Science and Statistics (GPA 4.0)
- Jewish Theological Seminary: B.A. in Jewish History (GPA 3.9)

University of Pennsylvania (Transferred 2019)

2018-2019

Major in Philosophy, Politics, and Economics; minor in Survey Research and Data Analytics (GPA 3.8)

Relevant coursework: Applied Linear Regression, Hypothesis Testing, Data Visualization in R, Public Opinion, Public Policy Process, U.S. Presidential Power

LEADERSHIP EXPERIENCE

President and Project Manager

Columbia Global Research Consulting; New York, NY

January 2020-Present

- Establish communication and supervision practices for over 100 undergraduate consultants.
- Lead weekly workshops on project management, corporate finance, data analysis, and strategic planning.
- Grew client base by 600% in three months through targeted outreach and client referrals.
- Developed a universal application procedure to reduce intake inefficiencies in the client's partnership network.

Vice President of Campus Life

Columbia University General Studies Student Council; New York, NY

May 2020-Present

- Design and oversee student events for in-person, online, and multimodal settings with a \$170,000 activities budget.
- Train and supervise a team of 12 to organize student events in a virtual setting.
- Lead a seamless transition from in-person to digital events during the COVID-19 pandemic.
- Resolve time-sensitive policy issues by liaising with Columbia administrators, both when on- and off-duty.

WORK EXPERIENCE

Data Analyst Consultant

Family Reach; Boston, MA

May 2020-Present

- Analyze program data using Salesforce, Excel, and R to make recommendations for executive staff and Board of Directors.
- Design and deploy surveys to patients and hospital staff; achieved 122% increase in survey response through email targeting.
- Establish key performance indicators to measure program utilization, growth, and efficiency.
- Create data visualizations with R (ggplot2) and Google Data Studio for marketing, internal communication, and published research.
- Summarize research on cancer-related financial toxicity for marketing, internal trainings, and grant requests.

Volunteer Data Analyst

Ed Markey for Senate; Boston, MA

May 2020-September 2020

- Sourced and analyzed opposition data from Facebook Ad API using Python and cURL.
- Provided weekly data reports on Facebook, Twitter, and website growth to help senior leadership form a successful press strategy.

Data Management Intern

Metropolitan Council on Jewish Poverty; New York, NY

May 2019- August 2019

- Analyzed, visualized, and organized client data with Excel and Awards social services CRM.
- Produced reports for grants and internal evaluation using pivot tables, power pivots, VLOOKUP
- Evaluated confidential data for over 225,000 clients and performed periodic security and cleaning measures.

Food Access Fellow

Philadelphia Office of Homeless Services; Philadelphia, PA

September 2018- March 2019

- Facilitated public-private partnerships and grant provision for Philadelphia-based charitable meal providers.
- Coordinated canvassing efforts for field research and trained volunteers on best practices on homeless outreach.

SKILLS, LANGUAGES, AND INTERESTS:

Data Analysis and Visualization: R, SAS, Excel, Google Data Studio

Computer: Salesforce, Awards CRM, PowerPoint, Adobe Photoshop, Google Office Suite

Languages: Hebrew (Fluent), French (Advanced)

Interests: Photography (www.ohadklopman.com), Musical Theatre, Civic Education, Public Transportation

Nov. 23, 2020

Dear Library Trustees,

I would like to express my strong interest in the recently vacated library trustees' position. I love the Framingham Public Library. Since I moved to Framingham in 2005, with my two-year old daughter and baby son, I have patronized the library and benefited from its services. Initially, with two small children, and as a newly transplanted homeowner in Framingham, I cherished the toddler story time to create structure and social connection. I have a vivid memory of walking with my daughter and my baby son in a stroller to the Main Library, going up the ramp, using the elevator to access the children's library, and eagerly looking at the calendar of events to find a program that we could attend. As my children grew older, and I went back to work, we went to the library in the afternoons or evenings, or on the weekends, filling bags of books for my budding readers. We took advantage of the read aloud to dogs program, and we enjoyed the book bingo programs. We befriended the children's librarians, and sought their expertise for book recommendations, as well as adding our own suggestions for adding to the Framingham Public Library collection.

Libraries are a vital public resource that offer all people from every socioeconomic level a place for internet connection, access to books, magazines, and movies, as well as offering opportunities for connection and community. The Framingham Public Library offers a wide array of programs, including English as a second language, and school tutoring, which benefits the community, especially those who are least able to otherwise afford these services. Especially in Framingham, where there is a lot of inequality, the library is crucial for leveling the playing field and ensuring that all members of the community have access to information, resources, and services.

I would be honored to join the library trustees to help to guide the operations, rules, and regulations of the library. Determining the operating budget of the library, and advocating for the library on issues of equipment and buildings and grounds, is also critical in order to allow the library to maintain and grow the resources, programming, and services that the library provides. It has been inspiring to watch the library staff innovate and continue to meet the community's needs during the pandemic, and I would like to support that innovation and growth now and in the future.

Respectfully,

Heather Ostendorff-Bach, PhD

HEATHER P. OSTENDORFF-BACH, PH.D.

9 CHURCH STREET • FRAMINGHAM, MA 01702 • 508-816-3894 • HEATHER.OSTENDORFF@COMCAST.NET

SUMMARY OF EXPERIENCE AND SKILLS

- Publications manager skilled at development and review of publications with extensive management of external medical writers and vendors
 - Led cross-functional publications and medical communications team meetings, driving publication strategy and planning
 - Integrally involved in development of scientific communications materials and strategy
 - Global Employee Recognition: Bronze award at GSK for successfully taking on the role of dostarlimab publication lead
 - Skilled scientific writer: NIH SBIR grant applications, grant reports, presentations, and manuscripts
 - 11 years biomarker discovery and bioassay research and development
 - Well-organized: ability to prioritize tasks, work simultaneously on multiple projects, and complete high-quality documents on tight timelines
 - Effective cross-functional communicator, influencer, and presenter
 - Experienced with publication management software (Datavision), VEEVA, Adobe Pro, Adobe InDesign, Adobe Illustrator
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PROFESSIONAL EXPERIENCE

GlaxoSmithKline/Tesaro Pharmaceuticals (became GSK in 2019), Waltham, MA **Oct. 2018-Present**
Global Manager, Oncology Publications

- Global publication lead for dostarlimab, responsible for the development, implementation, and maintenance of a robust strategic publication plan with cross-functional stakeholders
- Partner with Scientific Communications to successfully develop and orchestrate quarterly medical communications workshops to inform and gather feedback from regional, global, and U.S. team members
- Participate in Global Medical Advisory Team to ensure publications supports pre-launch activities
- Responsible for facilitating efficient development and finalization of publications, including abstracts, posters, presentations, and manuscripts, in coordination with cross-functional teams
- Accountable for development of scientific communications materials

Ambergen, Inc., Watertown, MA **Oct. 2007-Oct. 2018**
Senior Scientist

- Co-discovered two novel biomarkers and assisted in the successful licensing to Inova Diagnostics for incorporation in their clinical PBC assay currently undergoing FDA-clearance (Norman et al., 2015)
- Responsible for substantial scientific writing, including NIH grants and reports, manuscripts, presentations, SOPs and patents
- Patent Co-Inventor: A Method for Diagnosing Primary Biliary Cirrhosis Using Novel Autoantigens. PCT Pub. No. WO2011/044125

Cancer Center Molecular Profiling Laboratory, Massachusetts General Hospital
Research Biologist **April 2006-Sept. 2007**

- Worked extensively with breast cancer cell lines as models for breast tumors to study drug resistance

Center of Molecular Neurobiology Hamburg (ZMNH)
Postdoctoral Fellow **Oct. 2002-May 2005**
University of Hamburg, Hamburg, Germany

- Demonstrated RLIM to be a ubiquitin ligase and established the ubiquitin-proteasome system as essential regulatory mechanism in LIM homeoprotein network
-

EDUCATION

Ph. D., Molecular Biology **Jan. 1999-Sept. 2002**
Center for Molecular Neurobiology Hamburg (ZMNH), University of Hamburg, Hamburg, Germany

Master of Science, Biomedical Sciences Graduate Program **July 1994-Oct. 1997**
School of Medicine, University of California, San Diego, California

Bachelor of Science, Biology Major, Chemistry Minor **Aug. 1990-May 1994**
Willamette University, Salem, Oregon

PUBLICATIONS

- Wan Z, **Ostendorff HP**, Liu Z, Schneider LC, Rothschild KJ, Lim MJ. (2018) Photocleavage-based affinity purification of biomarkers from serum: Application to multiplex allergy testing. *PLoS One.* 1;13(2):e0191987.
- Norman GL, Yang CY, **Ostendorff HP**, Shums Z, Lim MJ, Wang J, Awad A, Hirschfield GM, Milkiewicz P, Bloch DB, Rothschild KJ, Bowlus CL, Adamopoulos IE, Leung PS, Janssen HJ, Cheung AC, Coltescu C, Gershwin ME. (2015) Anti-kelch-like 12 and anti-hexokinase 1: novel autoantibodies in primary biliary cirrhosis. *Liver Int.* 35(2):642-51.
- Ostendorff, HP**, Awad, A, Braunschweiger, KI, Liu, Z, Wan, Z, Rothschild, KJ and Lim, MJ. (2013) Multiplexed VeraCode bead-based serological immunoassay for colorectal cancer. *J. Immunol. Methods.* 400-401:58-69.
- Lim, M.J., Foster, G.J., Gite, S., **Ostendorff, H.P.**, Narod, S. and Rothschild, K.J. (2010) An ELISA-Based High Throughput Protein Truncation Test for Inherited Breast Cancer. *Breast Cancer Res.* 12(5):R78.
- Güngör, C., Taniguchi-Ishigaki, N., Ma, H., Drung, A., **Ostendorff, H.P.**, Bossenz, M., Becker, C.G., Becker, T., and Bach, I. (2007). Proteasomal selection of multiprotein complexes recruited by LIM homeodomain transcription factors. *Proc. Natl. Acad. Sci.* 104(38):15000-5.
- Ostendorff, H.P.**, Tursun, B., Schlüter, A., Cornils, K., Drung, A., Güngör, C., and Bach, I. (2006). Dynamic expression of LIM cofactors in the developing murine neural tube. *Dev. Dyn.* 235:786-791.
- Tursun, B., Schlüter, A., Peters, M.A., Viehweger, B., **Ostendorff, H.P.**, Soosairajah, J., Drung, A., Bossenz, M., Johnsen, S.A., Schweizer, M., Bernard, O., and Bach, I. (2005). The ubiquitin ligase Rnf6 regulates local LIM kinase 1 levels in axonal growth cones. *Genes Dev.* 19: 2307-2319.
- Becker, T., Bossenz, M., Tursun, B., Schlüter, A., Becker, C.G., **Ostendorff, H.P.**, and Bach, I. (2003). Comparing protein stabilities during zebrafish embryogenesis. *Methods Cell Sci.*: 25: 85-9.
- Krämer, O.H., Zhu, P., **Ostendorff, H.P.**, Golebiewski, M., Tiefenbach, J., Peters, M.A., Brill, B., Groner, B., Bach, I., Heinzl, T., and Göttlicher, M. (2003). The histone deacetylase inhibitor valproic acid selectively induces proteasomal degradation of HDAC2. *EMBO J.* 22: 3411-3420.
- Bach, I. and **Ostendorff, H.P.**, (2003). Orchestrating nuclear functions: ubiquitin sets the rhythm. *Trends Biochem. Sci.* 28: 189-195. (Cover illustration).
- Gimnopoulos, D., Becker, C.G., **Ostendorff, H.P.**, Bach, I., Schachner, M., and Becker, T. (2002). Expression of the zebrafish cell recognition molecule F3/F11/contactin in a subset of differentiating neurons is regulated by cofactors associated with LIM domains. *Mech. Dev.*, 119S: 127-133.
- Ostendorff, H.P.** and Bach, I. (2002). Roles of ubiquitin in nuclear function. *B.I.F. Futura* 17: 207-215 (Journal of the Boehringer Ingelheim Fonds, non-peer reviewed).
- Becker, T., **Ostendorff, H.P.**, Bossenz, M., Schlüter, A., Becker, C.G., Peirano R.I. and Bach, I. (2002). Multiple functions of LIM domain-binding CLIM/NLI/Ldb cofactors during zebrafish embryogenesis. *Mech. Dev.* 117: 73-83.
- Ostendorff, H.P.**, Peirano, R.I., Peters, M., Schlüter, A., Bossenz, M., Scheffner, M. and Bach, I. (2002). Ubiquitination-dependent cofactor exchange on LIM homeodomain transcription factors. *Nature* 416: 99-103.
- Ostendorff, H.P.**, Bossenz, M., Mincheva, A., Copeland, N.G., Gilbert, D.J., Jenkins, N.A., Lichter, P. and Bach, I. (2000). Functional characterization of the gene encoding RLIM, the corepressor of LIM homeodomain factors. *Genomics* 69: 120-130.
- Bach, I., Carrière, C., **Ostendorff, H.P.**, Andersen, B., and Rosenfeld, M.G. (1997). A family of LIM domain associated cofactors confer transcriptional synergy between LIM- and Otx homeodomain proteins. *Genes Dev.* 11: 1370-1380.

PROFESSIONAL ORGANIZATIONS

International Society for Medical Publications Professionals (ISMPP; 2020)

Association for Women in Science (AWIS; 2009-2014)

Millie González

508.904.0934(c) | vmg569@gmail.com

Dear Hiring Committee,

With great enthusiasm, I submit my application for the Framingham's Chief Diversity and Inclusion Officer position. A proud resident of Framingham, I am familiar with the city's strong commitment with diversity, inclusion and equity.

As the Interim Chief Officer of Diversity, Inclusion and Community Engagement, I developed and implemented policies, practices and procedures through the lens of diversity, equity, inclusion and multiculturalism. Framingham State's commitment to an inclusive campus enabled me to work collaboratively with many departments including Human Resources, Academic Affairs, Student Development and Advancement. The collaborations led to impactful events, implicit bias trainings, and informal but powerful conversations about race. Through their participation in employee resource groups, focus groups and a campus climate survey, faculty and staff expressed areas to improve community and inclusiveness. This invaluable information informed the support my office provided.

My approach to any D&I initiative is to focus on people and to foster relationships and connections. As an evangelist for D&I, I will bring to this position a passion for diversity and inclusion, a data driven and collaborative style, and experience in managing strategic D&I initiatives. Thank you for consideration and look forward to the opportunity to discuss my qualifications.

Respectfully,

Millie González

Millie González

Objective

Leadership position in higher education which will incorporate demonstrated strategic and organizational planning, community engagement, training and professional development, strategic communication, collaboration, and project management skills.

Education

2003 **Master of Library and Information Science**, Simmons University, Boston, MA

2000 **Master of Business Administration**, Simmons University, Boston, MA

1987 **Bachelor of Arts**, major: comparative literature, Hamilton College, Clinton, NY

Experience

Interim Chief Officer Diversity, Inclusion and Community Engagement Framingham State University, Framingham, MA 2017 – 2019

- Executive leadership over the Office of Diversity, Inclusion and Community Engagement, the Center for Inclusive Excellence and the MetroWest College Planning Collaborative. Supervised three staff members, including Director of Inclusive Excellence Initiatives and Executive Director College Planning Collaborative. Managed an operating budget over \$84,000. Supervised grant funded internship program of over \$90,000. Increased its funding by 50% which provided funding for 32 internships in 2018. Oversight over operating budgets of the CIE and the CPC with budgets of approximately \$59,000 and \$173,000 respectively.
- Advised the President and university leadership on policies, programs and practices to support inclusive excellence in the five focus areas of access and equity, climate, diversity in the co-curriculum, intercultural learning and development and community engagement.
- Facilitated the implementation of the Diversity Strategic Plan. Compiled, monitored and used data and results from campus climate survey to provide the foundation for upcoming evidence-based strategic planning. Chaired the Leading for Change Consortium FSU team; team participated in the Racial Equity Justice Institute to gather data to analyze equity gaps impacting our students of color.
- Chaired the Bias Education Response team composed of students, faculty and staff. Monitored bias incidents; reviewed university response and made recommendations to executive staff.
- Served on the Council on Diversity and Inclusion budget sub-committee to review grant proposals. Provided funding to CIE with an annual budget of \$15,000.
- Engaged faculty and staff in inclusive excellence efforts through seven employee affinity groups and diversity book group discussions. Chair of Beacon Award committee which honored faculty, staff and students who are exemplars of inclusive excellence; presented seven awards from 2017 through 2019. Member of the Intercultural Graduation Celebration Committee; funded annual celebration to honor first generation seniors, LGBTQ seniors and graduating seniors of color.
- Implemented inclusive and cultural competence training and professional development programs. Facilitated Courageous Conversation about Race and offered training on implicit bias; over 75 faculty and staff attended sessions. Partnered with Human Resources to provide online diversity training to campus community. Collaborated with a faculty member to host discussion series on intersectionality.
- Coordinated diversity and multicultural events to support Heritage Months programming. Collaborated with local and national organizations such as the Anti-Defamation League, CEOAction and the First Amendment Coalition for

programming on inclusion and free speech presentations, and trainings. Partnered with the Smithsonian Affiliate Program on three high profile events; a collaboration with the Boston Red Sox and the Baseball Hall of Fame, and with Puerto Rico's University of Turabo on two scholarly virtual symposiums. Supervised three community collecting events; collaborated with library to photograph and scan artifacts.

Emerging Technologies and Digital Services Librarian Framingham State University, Framingham, MA 2014-2017

- Maintained and served as administrator to the library website, the institutional repository, the library section of my.framingham campus portal and the electronic resources – over 80 research databases, remote authentication software, open URL link resolver software, and citation management system.
- Served as subject liaison for Biology, Psychology and Sociology. Conducted library instruction sessions and created 20 research guides; participated as an embedded librarian in Blackboard courses for the departments of English, Consumer Science, Psychology, Biology and Nursing.
- Founded the digitization services department at the library. Mastered Bepress institutional repository software. Created policies and procedures. Managed two part-time digital repository coordinators. Took sabbatical to research institutional repositories, data management, digital curation, and preservation of digital records. Completed in summer 2015, five classes from the Digital Archives Specialist (DAS) Curriculum Program from the Society of American Archivists. Archived faculty research articles and scholarly materials. Created faculty webpages for faculty contributors in the repository.
- Served as the chair for the university's Council on Diversity and Inclusion from 2013-2017.
- Managed the library social media sites: the library blog, Twitter, Facebook and Flickr. Mentored three library social media interns.
- Served as facilitator for the university's First Year Foundations Program. Member of the First Year Common Reading Selection committee.
- Wrote and served as the project manager for three grants for the library totaling over \$22,000: National Endowment for the Humanities and the American Library Association's Bridging Cultures Bookshelf: Muslim Journeys, 2013, and Latino Americans: 500 Years of History 2015-2016; Massachusetts Library Commissioners Serving People with Disabilities 2012-2014
- Supervised Periodicals Supervisor and the Periodicals area.
- Founded and chaired the Library Diversity Advisory Committee. Secured a grant to purchase assistive technology equipment and software, hired a consultant to train the committee on the use of assistive technology equipment, provided virtual training for staff on helping patrons with disabilities; and secured training for staff on learning sign language. Traveled to Perkins School for the Blind for training on assistive technology.
- Created and oversaw the iPad lending library service in collaboration with the Access Services Department. Created policies and procedures; conducted trainings. Configured the iPads and maintained the updates.
- Served as business subject editor and bibliographer for collection development resource *Resources for College Libraries: Career Resources*. 2009-2014
- Provided information literacy sessions for a grant funded program on college readiness to over 350 students from Marlborough High School and 45 students from Framingham High School. Developed a research guide - Research Success for High School Students Transitioning to College.

Reference Librarian and Electronic Resources Librarian Framingham State University, Framingham, MA 2006-2014

- Set-up, maintained and served as administrator to the library website, the library section of campus portal and the electronic resources – research databases, remote authentication software, open URL link resolver software, and citation management system. Trained staff on the use of content management system.
- Managed the library social media sites: the library blog, Twitter, and Flickr.
- Conducted library instruction classes; participate as an embedded librarian in Blackboard courses. Presented at university's student orientation sessions, and online faculty and student workshops.

- Prepared subject and research guides for courses.
- Recommended print and online resources for reference collection; weed assigned subject areas.
- Member of the university's Council on Diversity and Inclusion. Served on CDI budget subcommittee.
- Organized library events such as Open Access Week, National Endowment of the Arts - The Big Read, and National Library Week.
- Served as facilitator for the university's First Year Foundations Program. Member of the First Year Common Reading Selection committee.
- Served as project manager of the LibQUAL survey committee.

Part-time Reference Librarian Framingham State University, Framingham, MA 2002-2006

Recent Professional Development

Annual Boot Camp for Emerging and Aspiring Diversity Officers, CoopLew, LLC, certificate, 2018

Standard of Professional Practice Institute for CDIOs (SPPI) certificate; New Chief Diversity Officers Workshop, National Association of Diversity Officers in Higher Education (NADOHE), 2018

Chief Diversity Officer Summit; Employee Resource Group Summit, Color Magazine, 2018

Mediation training, MetroWest Mediation Services, certificate, 2018

Professional Affiliations

National Association of Diversity Officers in Higher Education (**NADOHE**): member of the public policy committee, 2017-present

National Association for Multicultural Education (**NAME**), 2017 – 2019

Hispanic Association of Colleges and Universities (**HACU**), 2017 – 2019

American Association of Diversity, Access and Equity (**AADAE**), 2018-2019

Association of American Colleges and Universities (**AAC&U**), 2018 – 2019

American Library Association (**ALA**), 2006-2017: member of Association of College and Research Libraries – **ACRL** Legislative Advocate, 2010 - 2013. Elected to ALA Council, 2015-2017. The Council is the governing body of ALA. Out of 10,364 ballots received, received 29% of the vote.

Northeast Chapter of **REFORMA** for the National Association to Promote Library & Information Services to Latinos and the Spanish Speaking (2009-2017): **PRESIDENT**, 2011. **REFORMA** National (2012-2017): on the board as **CHAIR** of Legislative Committee, 2012-2014 and **Co-CHAIR** of Technology Committee, 2015-2017.

Selected Committee Work

Leading for Change Consortium: **CHAIR** of FSU committee and of the Racial Equity and Justice Institute working group, 2017-2019

Bias Education Response Team: **CHAIR**, 2017-2019

Howard Hughes Medical Institute Inclusive Excellence Grant Leadership team: member, 2018-2019

Statewide Open Education Resources Working Group: policy/legislative committee, 2018-2019

Digital Commonwealth: Board of Directors, 2016-2017

Framingham State University Governance and University Advisory Committees: University Curriculum Committee, 2008-2013, CHAIR of General Education Subcommittee D, 2010 - 2011; All University Committee, 2013-2014, 2015-2016, 2016-2017; Academic Policies Committee, 2014-2015; Council on Diversity and Inclusion, 2009-present, CHAIR 2013-2017; CELTSS Programming Steering Committee, 2011

Framingham State Committees: University Planning and Budgeting Committee, 2017-present; Core Values and Visioning Committee, 2011; President's Executive Staff, 2017-2019; President's Council, 2017-2019; New England Association of Schools and Colleges (NEASC) Accreditation (2012-2014) Standard VIII: Physical and Technological Resources Committee; Emergency Preparedness Committee, 2017-2019; First Year Common Reading Committee, 2011-2015; Curriculum Library's David McCord Scholarship Committee, 2012-2015; International Student Education Scholarship Committee, 2014; Library Diversity Advisory Committee, 2014-2017; National Library Week - organizer, 2011-2014; MSCA Librarians Committee, 2008-2011, Vice-CHAIR, 2009-2011

Framingham State University Search Committees: Chief Institutional Research Officer (2011); Director of Multicultural Center (2013); Director of Affirmative Action, Title IX, and ADA Compliance (2013); Cataloger and Metadata Librarian (2014); Digital Repository Coordinator (2014); Digital Repository Assistant (2014); Archives Assistant (2014); Administrative Assistant (2015); Director of the Center for Inclusive Excellence (2015); Vice President of Enrollment and Student Development (2015); Mary Miles Bibb Teaching Fellowship (2015); Senior Advisor College Planning Center (2016); Chief Officer Diversity, Inclusion and Community Engagement (2017) Co-CHAIR; Access Services Librarian (2017); Director of Inclusive Excellence Initiatives (2018, 2019) CHAIR of search committee

Massachusetts Library System: Board of Directors, 2013-2017

Massachusetts Board of Library Commissioners State Advisory Council on Libraries: reviewed grant proposals and allocated grant LSTA funds, 2007-2010

Minuteman Library Network: academic library representation on the e-book OverDrive Collection Development and Implementation Team, 2010-2011; Co-CHAIR 2011

Leadership MetroWest: Member of Leadership Academy Class of 2009

Simmons College Graduate School of Library and Information Science: Alumni Board Vice President, 2003; PRESIDENT, 2004; and Past President, 2005

Selected Community Engagement

Access Framingham TV: Board of Directors, 2018-present

City of Framingham: Commissioner on the Human Relations Commission 2019-present

YMCA: committee member of Diversity, Inclusion and Global Awareness Committee, 2017-2018

Belmont Hill School: Co-chair Parents Fostering Diversity, 2017-present

Selected Presentations

2019

"Recognizing Implicit Bias while Striving for Inclusive Excellence", January Staff Professional Development Day

2014-2015

"Increasing Student Engagement Keeping Higher Education Affordable Open Education Resources" – co-presenter, CELTSS January Day

Organized Virtual Conference REFORMA National Conference

“Digital Public Library of America” – virtual presentation, REFORMA National Annual Conference

“Reflections of a Digital Steward” – presentation about sabbatical, Whittemore Library

2012-2013

“iPad Projects at Framingham State University: Three Use Cases” – co-presenter, Massachusetts Library Association

“Embedded Librarian Program: Caring for Our Nursing Students”, NERCOMP

Organized Wikipedia event at the library to create entries on the history of the Normal School Movement in Massachusetts

2010-2011

“Diversity as a Strategic Approach within Massachusetts Public Higher Education Libraries” – poster, co-presenter, VIII Trejo Foster Foundation Institute, Simmons College

“Diversity as a Core Value in Academic Libraries” – co-presenter, Massachusetts Library Association Annual Conference

Awards

INSIGHT Into Diversity Higher Education Excellence in Diversity (HEED) Award, 2013, 2018 (submitted application)

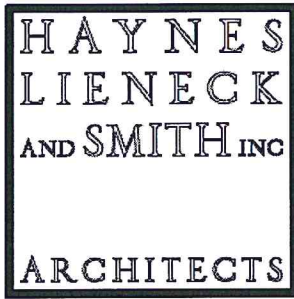
The disability commission met on Thursday December 17,2020 and voted 5-1 to go forward and request transfer of funds from our account. The disability is requesting that City Council vote of and transfer and appropriation of \$20,000 from the interest bearing account towards purchase of a lift chair for FHS. The total for the chair will be in the \$80,000 range. Attached is the estimate for the \$80,000 chair lift for the High School. Any questions pleas feel free to reach out to me.

Thank You,

Ricky Finlay

Chair of the Disability Commission

raf7162@verizon.net



10 Common Road
Post Office Box 128
Ashby, Massachusetts 01431-0128
(978) 386-2473
(978) 386-2474 (facsimile)

September 9, 2020

Conceptual Budget

Ernest Moreau
Buildings and Grounds
Framingham Public Schools
31 Flagg Drive, Door 6
Framingham, Massachusetts 01702

Architect's Project 20020
Interior Alterations
Vertical Wheelchair Lift
Framingham High School
115 A Street
Framingham, Massachusetts

Ernie,

Haynes, Lieneck, and Smith, Inc. has briefly reviewed the proposed scope of work of providing a vertical wheelchair lift with enclosure, with bottom floor ramp, and with bottom gate power operator located at the edge of a floor at the former lift location in a stairway at Framingham High School. The lift will not penetrate a floor. The existing floor surface at the proposed lift location is terrazzo which is not readily altered to create a pit to recess bottom of the lift flush with the lower landing; hence the use of the bottom landing ramp and gate power operator.

In 2017, Haynes, Lieneck, and Smith, Inc. was involved with a very similar project at a public school for which the cost was \$57,500 by public bid. The previous project involved cutting into the floor to recess the lift rather than employing a bottom landing ramp and gate power operator. Adjusting for construction in 2021 and for employing the lower floor ramp and the gate power operator; Haynes, Lieneck, and Smith, Inc. recommends a conceptual construction budget of \$70,000. Further, Haynes, Lieneck, and Smith, Inc. recommends a conceptual project budget of **\$82,750** which includes a design and construction contingency of \$7,000 and a professional services fee of \$5,750.

Haynes, Lieneck, and Smith, Inc. has been involved with the design and construction of many vertical wheelchair lifts, including the lift down to the gymnasium at the Hemenway School on Water Street. Please advise when Haynes, Lieneck, and Smith, Inc. can be of further assistance.

Please advise of any questions.

Very truly yours,


Paul S. Lieneck, AIA

12/31/20

FYI

Waiting for memo from Mayor on this item.

Maureen

FRAMINGHAM PLANNING & COMMUNITY DEVELOPMENT

150 CONCORD STREET ◻ MEMORIAL BUILDING ◻ ROOM B-2
FRAMINGHAM, MA 01702-8325
T: 508.532.5455
F: 508.532.5461

MEMORANDUM

To: George King, Chair
Adam Steiner, Vice Chair
Janet Leombruno, Councilor at Large
Christine A. Long, District 1 City Councilor
Cesar G. Stewart-Morales, District 2 City Councilor
Michael P. Cannon, District 4 City Councilor
Robert D. Case, District 5 City Councilor
Philip R. Ottaviani, Jr., District 6 City Councilor
Margareth Basilio Shepard, District 7 City Councilor
John A. Stefanini, District 8 City Councilor
Tracy Bryant, District 9 City Councilor

From: Kevin J. Shea, Director

Cc: Dr. Yvonne M. Spicer, Mayor
Thatcher W. Kezer, III, Chief Operating Officer
Mary Ellen Kelly, Chief Financial Officer
Beverly C. Good, Chair Community Development Committee

Date: January 5, 2021

Re: City Council Acceptance of HUD Community Development Block Grant CARES ACT Funds

On behalf of Mayor Spicer and the members of the City's Community Development Committee I am asking the City Council to accept an additional \$714,101 in HUD Community Development Block Grant CARES ACT funds. Massachusetts General Law Chapter 44, Section 53A requires the acceptance by the Mayor and City Council of grant funds allocated by the federal government.

Attached for your information are the proposed uses of the CDBG CARES ACT funds as recommended by the City's Community Development Committee and staff and approved by Mayor Spicer.

The purpose of these CDBG CARES ACT funds are to prepare, prevent and respond to needs created by the spread of the Coronavirus. The City of Framingham's CDBG CARES ACT funds will continue to assist low and moderate income small business owners and their employees, increase public services that provide equipment, supplies and materials necessary to provide relief for the COVID response such as access to meals, health care outreach, senior isolation issues, homelessness assistance, and assistance to residents in jeopardy of losing housing due to being unemployed due to the COVID virus.

Upon approval by the City Council to accept these federal funds my office will prepare the required Substantial Amendment to the City's PY 2020 Annual Action Plan for submission to the U.S. Department of Housing and Urban Development for its approval and release of funds.

Thank you in advance for your consideration.

/Enclosure

FRAMINGHAM PLANNING & COMMUNITY DEVELOPMENT

150 CONCORD STREET ◻ MEMORIAL BUILDING ◻ ROOM B-2
FRAMINGHAM, MA 01702-8325
T: 508.532.5455
F: 508.532.5461

Substantial Amendment to the City of Framingham's PY 2020 Annual Action Plan

Coronavirus Aid, Relief, and Economic Security (CARES) ACT FUNDING

This is an amendment to the PY 2020 Annual Action Plan to enable the City of Framingham to receive and administer an additional \$714,101 in Community Development Block Grant funding from the U.S. Department of Housing and Urban Development made available through the CARES ACT CV-3.

Proposed uses of funds include:

Emergency Housing Assistance Grant Program	\$225,000
Small Business Assistance Grant Program	\$325,000
CDBG CV Administration	\$ 30,101
Family Promise (Family Homeless Shelter Program)	\$ 42,500
Framingham Council on Aging (Seniors Isolation/Access Program)	\$ 15,215
Circle of Hope (Supply vital hygiene and PPE supplies to homeless families)	\$ 6,000
Latino Health Insurance Program (Health Care Outreach Services)	\$ 28,285
Pearl Street Cupboard & Café at Park (Food Pantry & Community Meal Program)	\$ 42,000
	\$714,101

/Enclosure



CITY OF FRAMINGHAM

DEPARTMENT OF CAPITAL PROJECTS AND FACILITIES MANAGEMENT

MEMORANDUM

TO: Mayor Yvonne Spicer, Thatcher Kezer
FROM: Shawn Luz
SUBJECT: McAuliffe Solar Energy Project
DATE: December 8, 2020
CC: James Paolini, Lena Kilburn

Dear Mayor Spicer,

As you know, we have been working with Solect Energy in order to prepare proposals for solar energy systems at the McAuliffe Branch Library, Fuller Middle School, and Brophy Elementary School. **As we have recently obtained the completed agreements for a solar energy system proposed for the McAuliffe Branch Library, we are seeking the City Council's authorization of an easement required for the project (identified as Exhibit H in the "Solect PPA and Easement – Framingham McAuliffe Branch Library") so that we may enter into the associated Power Purchase Agreement (PPA) as well as the Agreement for Payment in Lieu of Taxes (PILOT) for this project.** This memorandum provides additional detail regarding the McAuliffe Library Project and the need for the City Council to approve the easement as well as an update about the solar projects planned for Fuller Middle School and Brophy Elementary School.

General Background

The City has been working with Solect Energy through the PowerOptions Program, an energy-buying consortium that operates a solar program available to municipalities, to pursue power purchase agreements for solar energy systems at multiple municipal facilities including the McAuliffe Branch Library. The project proposed would result in the implementation of a 75 kW DC solar energy system that will be able to supply approximately half of the building's annual electricity use. In addition to lowering the cost of electricity at the Library and requiring no up-front capital cost to implement, we feel that this project is important as it will help support our commitment to improve the sustainability of the community and encourage the growth of local solar development in Framingham.

The Department of Capital Projects and Facilities Management approached the Board of Library Trustees in June 2020 to begin discussions regarding the project and seek the Board's approval of the easement for the project. On June 25th 2020, the Board of Library Trustees voted unanimously to approve the easement and for the proposal to be sent to the City Council. Since then, the Department of Capital Projects has met with the Board of Library Trustees in October provide further information about project progress and receive approval regarding project updates.

Easement for Solar Energy System

Under the May 10, 2016 Annual Town Meeting Articles 22 and 23, the Board of Selectmen as the Town of Framingham's executive body, was authorized to execute and approve both PILOT agreements and alternate energy net metering credit purchase agreements (form of the PPA) for a term of up to twenty (20) years. The Department Capital Projects and Facilities Management recently obtained the completed Power Purchase Agreement ("PPA") and Agreement for Payment in Lieu of Taxes for Real Property and Personal Property ("PILOT agreement") for a solar energy system proposed for the McAuliffe Branch Library.

In addition to the PPA and PILOT, an easement for the installation, operation, and maintenance of a rooftop solar energy system and associated equipment at the McAuliffe Branch Library (identified as Exhibit H in the PPA) is required. The grant of this easement requires an authorizing vote of the City Council.

Obtaining the easement in a timely manner will be crucial to the project, which will allow the City to more quickly establish a schedule for work to proceed, maximize project incentives, and provide the City with energy cost savings now and in the future. The Department of Capital Projects and Facilities Management respectfully request the City Council's authorization of the easement required for this project.

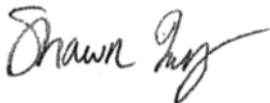
If it is able to be included on the agenda, I will be available to attend the December 15, 2020 City Council meeting to answer any questions.

Update Regarding Additional Solar Projects

In addition to the McAuliffe Branch Library solar project, we are continuing to work with Select on securing the agreements for the proposed solar energy systems at the Fuller Middle School and the Brophy Elementary School, including solar canopies at Brophy Elementary School as well as rooftop solar energy systems, solar canopies, and battery storage projects at the new Fuller Middle School. We expect these agreements to be completed shortly and believe that we will need the authorization of City Council for these agreements which have a duration of 25 years.

Should you have any questions regarding any of these topics or on the attached PPA and Easement Agreement, do not hesitate to email or call.

Thank you,



Shawn Luz
Sustainability Coordinator
Capital Projects and Facilities Management



CITY OF FRAMINGHAM

OFFICE OF THE MAYOR

Dr. Yvonne M. Spicer
Mayor

508-532-5401
mayor@framinghamma.gov
www.framinghamma.gov

MEMORIAL BUILDING
150 Concord Street, Room 121
Framingham, MA 01702

Thatcher W. Kezer III
Chief Operating Officer

MEMORANDUM

To: George P. King, Chair
Adam C. Steiner, Vice Chair, District 3 City Councilor
Janet Leombruno, Councilor at Large
Christine A. Long, District 1 City Councilor
Cesar Stewart-Morales, District 2 City Councilor
Michael P. Cannon, District 4 City Councilor
Robert D. Case, District 5 City Councilor
Phillip R. Ottaviani, Jr., District 6 City Councilor
Margareth Basilio Shepard, District 7 City Councilor
John A. Stefanini, District 8 City Councilor
Tracey Bryant, District 9 City Councilor

From: Dr. Yvonne M. Spicer, Mayor

cc: Maureen McKeon

Date: December 09, 2020

Re: Easement for Solar Energy System at McAuliffe Branch Library

I am filing this request for the City Council's authorization of an easement for a solar energy system project at the McAuliffe Branch Library.

Please see the included attachments for more information about this request.

Attachments:

1. Memo on the McAuliffe Branch Library Solar Project – Shawn Luz (12-9-20)
2. Exhibit H - Easement (Solect PPA & Easement - McAuliffe Branch Library (12-9-20)
3. Letter of Support – Lena Kilburn (12-9-20)
4. Order of Grant of Easement - McAuliffe Library (12-9-2020)
5. Solar PPA & Easement - McAuliffe Branch Library – Full Document (12-9-20)

ORDER __: Grant of Easement to Solect Energy Development, LLC at 732, 736, 740 and 746 Water Street, Framingham, Massachusetts, the Christa McAuliffe Branch Library

The City Council hereby votes to authorize the grant of an easement upon a certain portion of the land known and numbered **732, 736, 740 and 746 Water Street, Framingham, Massachusetts**, which is the location of the **Christa McAuliffe Branch Library** described in a deed recorded in the Middlesex South Registry of Deeds in Book 62226, Page 232 (“Site”) to Solect Energy Development, LLC (“Solect”) in consideration of One and 00/100 (\$1.00) Dollar for the purposes set forth in the “Power Purchase Agreement” and “Agreement for Payment in Lieu of Taxes for Real Property and Personal Property” (collectively “the Agreements”) entered into pursuant to the votes under the May 10, 2016 Annual Town Meeting Articles 22 and 23, to receive direct sunlight and solar energy consistent with the provisions of M.G.L. c. 187, §1A, to locate distribution utility and/or electrical lines and communications cables thereon and to have reasonable access to the Site, it having been determined by the City’s Library Trustees and Mayor, as custodian of the City’s real property, that the grant of such easement is necessary to accomplish the goals of the Agreements which will be of benefit to the City.

And, further, to authorize the Mayor to grant an easement, subject to such terms as she may deem appropriate.

POWER PURCHASE AGREEMENT

between

City of Framingham
150 Concord Street
Framingham, Massachusetts 01702

and

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748

for 730, 732, 740 and 746 Water Street Framingham, Massachusetts 01701
Framingham McAuliffe Library

Dated as of December __, 2020

CONTENTS

<u>Section</u>		<u>Page</u>
1	DEFINITIONS	4
2	TERM	4
3	ACCESS RIGHTS	5
4	PLANNING, INSTALLATION AND OPERATION OF PROJECT	6
5	SALE OF ELECTRIC ENERGY	11
6	PAYMENT AND BILLING	12
7	SUPPLEMENTAL POWER, NET METERING, AND RECS	13
8	PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES	14
9	PURCHASE OPTION; REMOVAL AT END OF TERM	15
10	SHUTDOWNS; RELOCATION, CLOSURE OR SALE OF SITE	17
11	TAXES	18
12	INSURANCE	19
13	COOPERATION, SOLAR ACCESS, FUTURE IMPROVEMENTS	20
14	PRESS RELEASES AND CONFIDENTIALITY	20
15	INDEMNIFICATION	22
16	REPRESENTATIONS AND WARRANTIES	23
17	FORCE MAJEURE	24
18	CHANGE IN LAW	25
19	PROVIDER DEFAULT AND HOST REMEDIES	25
20	CUSTOMER DEFAULT AND PROVIDER REMEDIES	26
21	COLLATERAL ASSIGNMENT, FINANCING PROVISIONS	28
22	LIMITATIONS ON DAMAGES	30
23	DISPUTE RESOLUTION	30
24	NOTICES	30
25	MISCELLANEOUS	31
	GLOSSARY OF TERMS	35

EXHIBITS

<u>EXHIBIT A</u>	–	ENERGY PURCHASE RATES
<u>EXHIBIT A-1</u>	-	PILOT AMOUNTS
<u>EXHIBIT B</u>	–	EARLY TERMINATION AMOUNTS
<u>EXHIBIT C</u>	–	DESCRIPTION OF SITE
<u>EXHIBIT D</u>	–	DESCRIPTION OF PREMISES
<u>EXHIBIT E</u>	–	DESCRIPTION OF PROJECT
<u>EXHIBIT F</u>	-	ESTIMATED ANNUAL PRODUCTION
<u>EXHIBIT G</u>	–	INSURANCE REQUIREMENTS
<u>EXHIBIT H</u>	–	FORM OF EASEMENT

POWER PURCHASE AGREEMENT

This Power Purchase Agreement (“**Agreement**”) is entered into as of December __, 2020 by and between the **City of Framingham** (“**Customer**”), and **Solect Energy Development LLC**, (“**Solect**” or “**Provider**”) a Massachusetts Limited Liability Company with a usual place of business at 89 Hayden Rowe Street, Hopkinton, Massachusetts 01748 (together, the “**Parties**”).

WHEREAS, Customer is a member of the PowerOptions Program, organized by **PowerOptions, Inc.** (“**PowerOptions**”), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement dated September 1, 2015 governing the terms and conditions of Provider’s participation in the PowerOptions Small Solar Program;

WHEREAS, Provider and Customer have agreed to the the Energy Purchase Rates set forth in **Exhibit A**, the payment in lieu of tax (“**PILOT**”) payments set forth in **Exhibit A-1**, and the Early Termination Amounts in **Exhibit B**, all of which are attached hereto and made a part of this Agreement; and

WHEREAS, Customer is the owner of the properties located and described in **Exhibit C** (the “**Site**”) and desires to make a portion of such properties available to Provider for the construction, operation and maintenance of a solar powered electric generating Project, and to purchase from Provider the electric energy produced by the Project; and

WHEREAS, Provider desires to develop, design, construct, own and operate the Project on the Site located at 730, 732, 740 and 746 Water Street, Framingham, Massachusetts described in **Exhibit C** within the Premises described in **Exhibit D** (the “**Site**” includes the Premises and the Access Area depicted in **Exhibit D**), and sell to Customer the electric energy produced by the Project as defined herein and more fully described in **Exhibit E**,

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS.

2. TERM.

(a) Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, “Term” shall mean all of the Initial Period and the Operations Period, unless the Provider or Customer terminates the Agreement prior to the end of the Initial Period pursuant to

the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination

(b) Initial Period. The Initial Period will begin on the date set forth above (date of signed Agreement) and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the Commercial Operation Date occurs.

(d) Extensions. Twenty-four months prior to the end of the Operations Period, the Parties will meet to discuss the extension of this Agreement on terms and conditions reflecting the then current market for solar generated electricity and with such other amendments and additional terms and conditions as the Parties may agree. Neither Party shall be obligated to agree to an extension of this Agreement.

(e) Early Termination by Customer. If Customer terminates the Agreement prior to the Expiration Date, Customer shall pay, as liquidated damages, the Early Termination Amount set forth on **Exhibit B**, and Provider shall cause the Project to be disconnected and removed from the Premises. Upon Customer's payment to Provider of the Early Termination Amount, the Agreement shall terminate automatically. Notwithstanding the foregoing, Customer may (i) terminate this Agreement with no liability whatsoever if Provider fails to commence construction of the Project by the Construction Start Date or (ii) if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole remedy) to Delay Liquidated Damages not to exceed \$15/kW, plus (if Installation Work had commenced at the Premises as of the date of termination) any costs reasonably incurred by Customer to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time. Further, Customer may terminate this Agreement with no liability whatsoever if Provider fails to commence Commercial Operations by the date that is 60 days after the Guaranteed Commercial Operation Date. The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis if, notwithstanding Provider's commercially reasonable efforts, interconnection approval is not obtained within 60 days after the Effective Date.

3. ACCESS RIGHTS.

(a) Access Specifications. Customer hereby grants Provider and its designees (including Installer) access to the Premises, for the Term and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Agreement, and otherwise in accordance with the provisions of this Agreement. Access Rights with respect to the Site include without limitation:

(i) Vehicular & Pedestrian Access. Reasonable vehicular and pedestrian access across the Site to the Premises as designated on **Exhibit D** for purposes of designing, installing, operating, maintaining, repairing, and removing the Project. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Utilities & Communication Cables. The right to locate distribution utility and/or electrical lines and communications cables across the Site as designated on **Exhibit D**. The location of any such electrical lines and communications cables outside the areas designated on **Exhibit D** shall be subject to Customer's approval and shall be at locations that minimize any disruption to Customer's activities occurring on the Site. Access will also be provided for telephone and internet connections on the Premises for use by Provider in installing, operating and maintaining the Project.

(b) Remote Monitoring. Customer will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet so that it is possible for Provider and Customer to remotely monitor the Project.

(c) Access to Premises. For the Term of this Agreement, Customer hereby grants to Provider all the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance, repair, and removal of the Project pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Customer hereby covenants that (i) Provider shall have access to the Premises and Project during the Term of this Agreement and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, and (ii) Customer shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Customer shall at all times have access to and the right to observe the Installation Work or Project removal.

(d) No Interference. Customer agrees not to conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Project. Customer shall take all reasonable steps to limit access to the Project to Provider, Installer, its employees, contractors or subcontractors. Customer shall implement and maintain reasonable and appropriate security measures at the Premises to prevent Customer's employees, invitees, agents, contractors, subcontractors and other third parties from having access to the Project and to prevent theft, vandalism or other actions from occurring that have a reasonable likelihood of causing damage, impairment, or other adverse effect on the Project.

(e) Temporary storage space during installation or removal. Customer shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers

and facilities reasonably necessary during the Installation Work, Operations Period or Project removal, and access for rigging and material handling. Provider shall be responsible for providing shelter and security for stored items during construction and installation.

(f) Recording Provider's Easement. Provider may record an Easement Agreement in substantially the same form attached hereto as **Exhibit H** in the land records regarding its Access Rights under this Agreement upon full execution by the Parties of a final version of the same.

4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. The Provider, at its own cost shall perform and determine a structural analysis of the Customer's site to determine feasibility, safety, and to ensure the proper install, maintenance, and operation of the solar system. Provider shall provide a copy of structural engineering analysis to Customer at Customer's request.

(b) Termination of Development Activities by Provider. At any time during the Initial Period, Provider shall have the right to cease development of the Project on the Premises if: (i) Provider determines that the Premises, as is, is insufficient to accommodate the Project; (ii) there exist site conditions or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the Project as designed; or (iii) there has been a material adverse change in the rights of Customer to occupy the Premises or Provider to construct the Project on the Premises. If Provider gives Customer notice of such determination, this Agreement shall terminate effective as of the delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. At a time coordinated with the Customer during the Initial Period, upon at least ten (10) Business Days notice to Customer, Provider shall have the right to commence installing the Project on the Premises.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in **Exhibit E** attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint, location and height or result in additional penetrations to the roof structure set forth in **Exhibits D and E**, without Customer's approval.

(d) Construction Commencement Deadline. If Provider has not commenced the installation of the Project on the Premises before the Construction Start Date (not including any days in which a Force Majeure Event existed), Customer may terminate this Agreement by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences installation of the Project within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to the Facility, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(e) Contractors. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Customer of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Customer shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in **Exhibit G**. Provider acknowledges that as of the Effective Date of this Agreement, the Commonwealth of Massachusetts is under a state of emergency resulting from the COVID-19 pandemic as declared by Governor Baker on March 10, 2020 by Executive Order No. 591 and agrees that, to the extent applicable, it shall comply with: the Governor's COVID-19 Order No. 13, as revised and extended on March 31, 2020, as may be further amended; COVID-19 Guidelines and Procedures for All Construction Sites and Workers at All Public Works Sites" (hereinafter, the COVID-19 Construction Safety Guidance) issued by the Massachusetts Department of Transportation and the Division of Capital Asset Management and Maintenance; Orders of the Mayor of Customer pertaining face coverings; Orders of the Board of Health pertaining to construction site protocol.

(f) Status Reports, Project Testing, Commercial Operation. Provider shall give Customer regular updates, on a reasonable schedule requested by Customer, on the progress of installation of the Project and shall notify Customer of when Provider will commence testing of the Project. Testing shall be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Customer shall have the right to have its representatives present during the testing process, but subject to reasonable written rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Customer that installation of the Project is complete and shall specify the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Customer.

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Customer and Customer's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to, keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Customer for conduct of business on the Site.

(h) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced by Provider. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Customer and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Customer shall take all measures required by Applicable Law to address the Hazardous Materials discovered at the Site. Customer may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Customer and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Agreement. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Customer notifies Provider and Installer that Customer has complied with all Applicable Laws, and a qualified independent expert provides written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Customer shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Customer is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer, nor is Customer

required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical.

(i) Site Security. Customer will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to all Customer Premises, including the Project. Customer will advise Provider immediately upon observing any damage to the Project. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the Project, Customer shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to Provider on such observations. Notwithstanding anything to the contrary, except in the case of gross negligence or willful action/inaction on the part of Customer's security, Provider shall bring no claim against Customer based upon performance of Customer's security personnel.

(j) Provider System Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project. At other times, Provider shall give Customer notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Customer for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(c) is not met. Provider and Customer will agree upon a reasonable shut down duration. Provider shall not schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(k) Metering. Provider shall install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises. It is expressly understood and agreed that Provider will install a solar monitoring meter to track all the solar production and that Eversource will also install an additional meter, their "SMART" incentive meter for the Project.

(i) Installation. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and/or utility specifications during commissioning of the Project.

(ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Customer; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(1)(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) Testing and Correction.

A. Customer's Right to Conduct Tests. Each Party shall have the right to witness each test conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter. Provider shall provide at least twenty (20) days prior written notice to Customer of the date upon which any such test is to occur. Provider shall prepare a written report setting forth the results of each such test, and shall provide Customer with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Provider shall bear the cost of the annual testing of the meter and the preparation of the meter test reports.

B. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(1) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(2) Provider shall, within thirty (30) days after receiving such notice from Customer, or Customer shall, within such time after having received such notice from Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

(3) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.

(5) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be: replaced or adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4(k)(ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Customer if Customer was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Customer for the amount paid by Customer in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity"), Customer shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

(iv) No Duty on Customer. Notwithstanding the foregoing, the Parties acknowledge and agree that the Customer is under no responsibility or duty to ascertain, to inspect or to otherwise determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement, Provider shall sell to Customer and Customer shall buy from Provider all electric energy produced by the Project, whether or not Customer is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in **Exhibit E**. Title to and risk of loss with respect to the energy shall transfer from Provider to Customer at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market (FCM) by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction (FCA); if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Customer. The interconnection point of Project with the Local Electric Utility shall be indicated in **Exhibit E**.

(b) Performance Guarantee. Beginning on the Commercial Operation Date and as of each anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in **Exhibit F**, unless, and then only to the extent that, the failure to meet the Estimated Annual Production is due to (a) failure, damage or downtime attributable to third parties or Customer, (b) equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the reasonable control of Provider, (c) a Force Majeure Event, (d) variability due to weather, (e) acts or omissions of Customer of any of its obligations hereunder, or (f) any Customer Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a), (b), or (c); in its next invoice Provider shall credit Customer an amount equal to the product of (i) the positive difference, if any, of the average applicable tariff rate per kWh that Customer would have paid for full requirements, delivered electric service from its Local Electric Utility during such period minus the applicable kWh Rate specified in **Exhibit A**, multiplied by (ii) the difference between the actual Project Output during such 12-month period and eighty-five percent (85%) of the Estimated Annual Production for such period.

6. PAYMENT AND BILLING.

(a) Rates. Customer shall pay Provider for electricity produced by the Project at the rates set forth in **Exhibit A** attached hereto.

(b) Billing. Customer shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Customer with an invoice setting forth the quantity of electricity produced by the Project in such month, the

applicable rates for such, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal); or (v) transmitted by email, addressed as follows:

To Provider	To Customer
Solect Energy Development, LLC 89 Hayden Rowe Street Hopkinton, Massachusetts 01748 Email: legal@Solect.com Attention: Legal Notices	City of Framingham 150 Concord Street Framingham, Massachusetts 01702 Email: office.cfo@framinghamma.gov Attention: Mary Ellen Kelley

(d) Payment. Customer shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Customer. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) Disputed Invoices. If Customer objects to all or a portion of an invoice, Customer shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Customer does not object prior to the date payment of any invoice is due, Customer shall be obligated to pay the full amount of such invoices but Customer may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that, subject to the rights of the parties to dispute the accuracy of the matter pursuant provisions of paragraph 4 (k)(iii)(B). Customer may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

7. SUPPLEMENTAL POWER

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Customer shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Interconnection and Interconnection Fees. Provider shall be responsible for arranging the interconnection of the Project with Customer's Local Electric Utility in a manner which includes bi-directional or "net metering". Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"). In no event shall Customer be responsible for any Interconnection Obligations.

(i) Net Metering. The Parties will work cooperatively and in good faith to meet all Net Metering requirements under Applicable Law, the Applicable Solar Program and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces a production excess, then the Parties agree that (a) Customer shall be entitled to the associated Net Metering Credits, (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Customer, and (c) Customer (or its designee) shall be entitled to any and all Net Metering Credits issued by the Local Electric Utility resulting from such transmission.

(c) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Customer shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Customer receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Customer's obligation to make any payments to Provider under this Section 7(c) is limited to any payments actually received by Customer.

(d) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Customer shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Customer is deemed to be the owner of any such Tax Attributes, Customer shall assign the same (or the proceeds thereof) to Provider. If Customer receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(e) Environmental Attributes. Except as otherwise provided for under Applicable Law, or Applicable Solar Program rules, or the applicable tariff of the Local Electric Utility, Provider (and/or Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Customer shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Customer is deemed to be the owner of any such Environmental Attributes, Customer shall assign the same (or the proceeds thereof) to Provider. If Customer receives any

payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(f) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Customer shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Customer is deemed to be the owner or provider of such capacity or services, Customer shall assign the same to Provider. If Customer receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

(g) Neither Party is a Utility. Neither Party shall assert that the other Party is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any governmental authority as a result of Provider's and Customer's obligations or performance under this Agreement.

8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval.

(b) Project Ownership. Except as provided in Section 9, Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Customer covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Customer and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens") and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer execute lien waivers with respect to any mechanic's or materialman's lien against Customer's interest in the Site. If permitted under Applicable Law, Customer will post notices of non-responsibility to notify Installer and others that Customer is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party, provided it timely complies with all

procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Customer shall pay for and obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the Project, Customer shall promptly upon request of Provider, provide an acknowledgement and consent from such lienholder, in form and substance reasonably acceptable to Provider (and/or Financing Party), stating that the ownership of the Project remains in Provider and further acknowledging that the Project is personal property of Provider and agreeing not to disturb the rights of Provider in the Project and under this Agreement. If Customer is the fee owner of the Premises, Customer consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Land Registry. If Customer is not the fee owner, Customer will obtain such consent from such owner of the Premises. Such acknowledgment and consents, or acceptable notices thereof, shall be recorded, at Customer's expense, in the appropriate Land Registry. Customer may in the future mortgage, pledge, and grant security interests in all or a portion of the Site and the improvements thereon, provided the mortgagee or other grantee of the encumbrance acknowledges this Agreement, the Project, the Access Rights granted hereunder, and the priority of Provider's (and/or Financing Party's) rights in the Project and the Access Rights.

9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) Early Purchase Option. Customer shall have the option to purchase the Project at intervals listed in **Exhibit B**, consistent with the greater of either (i) the applicable value identified in **Exhibit B** or (ii) the Fair Market Value of the System as determined by mutual agreement of Customer and Provider; provided, however, if Customer and Provider cannot agree to a Fair Market Value within twenty (20) days after Customer has exercised its option, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project. If Customer desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and on or before such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider.

(b) End of Term Purchase Option. Customer shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Customer shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Customer its appraisal of the Fair Market Value of the Project at the end of the Term. Customer may, but is not obligated to, accept such appraisal. If Customer

does not accept such appraisal within ten (10) days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) days of the Customer's receipt of the appraisal from Provider, the Parties will engage and share the costs equally of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction.

(c) Transfer of Ownership. Upon Customer's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Customer a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Customer a bill of sale conveying the Project to Customer. Such bill of sale shall not contain any warranties other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Customer.

(d) Operation & Maintenance After Sale. Prior to the effective date of Customer's purchase of the Project under Section 9(a) or 9(b), and to the extent permitted by applicable public procurement laws, Customer and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Customer's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) No Survival of Purchase Option. The options for Customer to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

(f) Removal of Project at Expiration. Subject to Customer's exercise of its purchase option under Section 9(a) or 9(b), upon the expiration or earlier termination of the Agreement, Provider shall, at Provider's expense, remove all of its tangible property comprising the Project from the Premises on a mutually convenient date but in no case later than sixty (60) days after the Expiration Date. The Premises shall be returned to its original condition except for ordinary wear and tear. If the Project is to be located on a roof, then in no case shall Provider's removal of the Project affect the integrity of Customer's roof, which shall be as leak proof as it was prior to installation of Project (other than ordinary wear and tear). For purposes of Provider's removal of the Project, Customer's covenants pursuant to Section 16 shall remain in effect until the date of actual removal of the Project. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the Project by such agreed upon date, Customer shall have the right, at its option, to remove the Project to a public

warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's reasonable cost.

(g) Removal Assurance. Not later than the sixteenth (16th) anniversary of the Commercial Operation Date, Provider shall establish a Removal Assurance in the sum of Forty-Seven Thousand and 00/100 Dollars (\$47,000) to secure removal of the Project pursuant to Section 9(f), and shall select the form and amount of such Removal Assurance, subject to the approval of the Host, not to be unreasonably withheld, conditioned or delayed. If the Provider fails to remove the Project within one hundred (100) days, Host shall have the right, upon written notice to the Provider, to draw on the Removal Assurance to reimburse Host for reasonable costs it incurs in removing the Project and restoring the Premises, reasonable wear and tear excepted.

10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.

(a) Customer Requested Shutdown. Customer from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days or a predetermined date mutually agreed upon by both the Customer and Provider, such request to be reasonably related to Customer's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure), Customer will pay Provider an amount equal to the sum of (i) payments that Customer would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, unless Provider and Customer mutually agree to an alternative methodology. For the purpose of clause, the Parties agree that during years 4 through 20 (but not years 1 through 3) of the Term of the Agreement, Customer shall be afforded a total of fifteen (15) days which may be used consecutively or in periods of at least twenty-four hours each ("Allowed Disruption Time") during which the Project shall be rendered non-operational by Provider. Customer shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time, nor shall Customer be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes.

(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(j), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Customer, may interfere with the safe operation of the Project. Provider shall give Customer notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Customer shall cooperate and coordinate their respective efforts to

restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown. If a shutdown pursuant to this Section 10(b) continues for one hundred and eighty (180) days or longer, Provider may terminate this Agreement and require Customer to pay the Early Termination Amount.

(c) Project Relocation. Customer may request to move the Project to another location on the Site or to another site owned by Customer, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion. In connection with such relocation, Customer shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Customer shall also provide any consents or releases required by Provider in connection with the new location. Customer shall pay all costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Customer will pay Provider an amount equal to the sum of (i) payments that Customer would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, unless Provider and Customer mutually agree to an alternative methodology.

(d) Premises Shutdown; Interconnection Deactivated. In the event Premises are closed as a result of an event that is (i) a Force Majeure Event or (ii) caused by or related to any unexcused action or inaction of Provider, Customer shall be excused for the period of deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery. If an interconnection with the Local Electric Utility becomes deactivated for reasons that are (i) a Force Majeure Event or (ii) caused by or related to any unexcused action or inaction of Provider such that the Project is no longer able to produce electricity or transfer electricity to its respective Premises or to the Local Electric Utility, Customer will be excused for the period of Interconnect deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery.

(e) Sale of Site. In the event Customer transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, Customer shall remain primarily liable to Provider for the performance of the obligations of Customer hereunder notwithstanding such transfer. However, if no Customer Event of Default has occurred and is continuing and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Customer may be released from further obligations under this Agreement.

11. TAXES.

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Customer to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Customer shall be responsible for all applicable taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Customer. Customer shall timely report, make filings for, and pay any and all such taxes assessed directly against it by any Governmental Authority. Provider shall notify Customer in writing with a detailed statement of such amounts, which shall be invoiced by Provider and Customer shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Property Taxes. Provider shall be responsible for ad valorem personal property or real property taxes levied against the Project. If Customer is assessed any taxes related to the existence of the Project on the Premises, Customer shall immediately notify Provider. Customer and Provider shall cooperate in contesting any such assessment; provided, however, that Customer shall pay such taxes to avoid any penalties or interest on such Taxes, subject to reimbursement by Provider. If after resolution of the matter, such tax is imposed upon Customer related to the improvement of real property by the existence of the Project on the Site, Provider shall reimburse Customer for such tax. Provider may enter a Payment In Lieu Of Taxes agreement with local authority.

(d) Tax Contests. Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other in any such contests of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.

(e) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within twenty (20) Business Days of receiving an invoice from the Party who paid the taxes.

12. INSURANCE.

(a) Coverage. Customer and Provider shall each maintain the insurance coverage set forth in **Exhibit G** in full force and effect throughout the Term. Customer and Provider shall also provide any additional insurance which may be required from time to time by any legal or regulatory authority affecting the Premises or operation of the Project.

(b) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Each Party's insurance policy

provided hereunder shall contain a provision whereby the insurer agrees to give the other Party written notice before the insurance is cancelled or materially altered.

(c) Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.

(d) Insurance Providers. All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated).

13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS.

(a) Cooperation. The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

(b) Customer to Not Restrict Solar Access. Customer, or any lessee, grantee or licensee of Customer, shall not erect any structures on, or make other modifications to, or plantings on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project.

(c) Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Customer and Provider shall work together to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of both Customer and Provider. Provider shall pay for the expense of obtaining such easements, including payments to property owners and legal costs, but the rates payable by Customer for electric energy from the Project shall be increased by an amount sufficient for Provider to fully amortize such costs, over a period equal to the lesser of (i) ten years or (ii) the remaining term of this Agreement without regard to Customer's option to purchase the Project.

14. PRESS RELEASES AND CONFIDENTIALITY.

(a) Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to,

Page 21 of 63

or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Customer agrees that Provider may, at its sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Customer permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state. Only Provider has the exclusive right to claim that (i) electric energy provided to Customer was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

(b) Limits on Disclosure of Confidential Information. Subject to the exceptions set forth below in Section 14(c), each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes, required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena, required filing, or the rules of any stock exchange, to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure, if lawfully permitted to do so, notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure

specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

15. INDEMNIFICATION.

(a) Provider Indemnification. Provider shall indemnify, defend and hold Customer and its directors, officers, employees, agents, volunteers, and invitees ("Customer's Indemnified Parties"), harmless from and against all Losses incurred by the Customer Indemnified Parties to the extent arising from or out of the following: (i) any claim for or arising out of any injury to or death of any Person or loss or damage to property to the extent arising out of Provider's, Installer's, or Provider's Indemnified Parties (defined below) negligence or willful misconduct; (ii) Provider's, Installer's or Provider's Indemnified Parties violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site and released by Provider or by any of Provider's employees, agents, volunteers, and invitees except to the extent such Loss is caused by the negligence of the Customer Indemnified Parties. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Customer's side of the Point of Delivery except to the extent caused by incidents on Provider's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Customer or any Customer Indemnified Party for any Loss to the extent such Loss is due to the gross negligence or willful misconduct of Customer or any Customer Indemnified Party.

(b) Customer Indemnification. To the fullest extent permitted and as limited by law, Customer shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party ("Provider's Indemnified Parties"), harmless from and against all Losses incurred by the Provider's Indemnified Parties to the extent arising from or out of (i) any claim for or injury to or death of any Person or loss or damage to property to the extent arising out of the negligence or willful misconduct of any of Customer's Indemnified Parties; (ii) Customer's violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site which are improperly handled, disposed of, or negligently released by Provider's Indemnified Parties). Customer shall not be obligated to indemnify Provider or any Provider Indemnified Party for any Loss to the extent such Loss is due to the gross negligence or willful misconduct of Provider or any Provider Indemnified Party or to the extent such Loss is not covered by or exceeds the limits of the Customer's applicable policies of insurance.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice

of Claim”). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense of the matter for which indemnification is sought hereunder, with counsel acceptable to the Indemnified Person. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of counsel and case expenses incurred by the Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding

obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Customer Representations. In addition to the representations and warranties in Section 16(a), Customer hereby represents and warrants to Provider, as of date hereof, that:

(i) Condition of Premises. Customer has provided to Provider Customer's complete and correct records of the physical condition of the Premises. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project are to be installed, are materially different from the information presented by Customer, then if practicable the rates payable by Customer hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions. If such adjustment is not practicable, Provider shall have other rights under this Agreement.

17. FORCE MAJEURE.

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.

(c) Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Customer shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Customer. If Customer does not elect to restore the Premises, then Provider shall not restore the Project and this Agreement will terminate. If Customer does elect to restore the Premises, Customer shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days

of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the provisions of Section 9(f) (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises, and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or maintain the Project, Provider will submit to Customer and PowerOptions within 60 days a written notice setting forth (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Customer agrees to an adjustment in the then applicable and future prices such that the new prices compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than ten percent (10%) of the prices set forth in Exhibit A for the Term of this Agreement.

19. PROVIDER DEFAULT AND CUSTOMER REMEDIES.

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16, is incorrect or incomplete in any material way, or omits to include any

information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Customer identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Customer stating that, in Customer's reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 17 (relating to Force Majeure Events); and Provider fails to resume operation within thirty (30) days after receipt of notice from Customer stating that, in Customer's reasonable determination, Provider has ceased operation of the Project, provided, however, that the cure period shall be extended by the number of calendar days during which Provider is prevented from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Customer identifying the failure.

(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law; or (G) takes any action authorizing its dissolution.

(b) Financing Party Opportunity to Cure; Customer Remedies. Upon a Provider Event of Default, provided that Provider or Financing Party does not cure such Event of Default by Provider, Customer may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue any and all other remedies available at law or equity.

20. CUSTOMER DEFAULT AND PROVIDER REMEDIES.

(a) Customer Events of Default. Customer shall be in default of this Agreement if any of the following ("Customer Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Customer under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Provider identifying the defect.

(ii) Obstruction. Customer obstructs commencement of installation of the Project or fails to take any actions necessary for the interconnection of the Project, or fails to take electric energy produced by the Project, and fails to correct such action within fifteen (15) days after receiving written notice from Provider with respect to such act or omission.

(iii) Payment Failure. Customer fails to make any payment due under the terms of this Agreement, and fails to make such payment within ten (10) days after receipt of notice thereof from Provider.

(iv) Obligation Failure. Customer fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Customer (A) applies for or consents to the appointment, or the taking of possession by, a finance control board or similar state-created body, receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Customer in an involuntary case under bankruptcy law or seeking to dissolve Customer under other Applicable Law; or (G) takes any action authorizing its dissolution.

(b) Default Damages. Upon a Customer Event of Default, Provider may require Customer to pay to Provider the Early Termination Amount; sell electricity produced by the Project to persons other than Customer, and recover from Customer any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. If necessary to sell electricity to persons other than Customer, Customer shall allow Provider to add a new meter dedicated to the solar Project, change the point of interconnection, and/or will support

Provider with necessary approvals to change the Schedule Z. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

(c) Survival of Access Rights and Easement. Upon a Customer Event of Default, unless Customer pays the Early Termination Amount to Provider in full thus terminating this PPA, Provider may, in its exercise of remedies pursuant to Section 20(b), make continued use of, and Customer may not terminate: (i) the access rights granted in Section 3 for access to and use of the Site in connection with Provider's use of the Premises; and (ii) the easement referenced in Section 3(f), and Provider's use of such rights and interests shall continue until the twentieth (20th) anniversary of the Commercial Operation Date as shall the duties of Provider to decommission the facility in accordance with Section 9(f). Provider shall not be obligated to pay any rent or other consideration for the use of such rights or interests.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider shall not sell, transfer or assign (collectively, an "Assignment") this Agreement or any interest therein, without the prior written consent of Customer, which shall not be unreasonably withheld, conditioned or delayed, provided, however that Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Project. Further, Customer acknowledges that Provider may obtain construction financing for the Project from a third party and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Customer acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Customer agrees as follows:

(i) Consent to Collateral Assignment. Customer hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider's right, title and interest in and to this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to

perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Customer hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give notice to Customer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Customer shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Customer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third

person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(b) Financing Party a Third Party Beneficiary. Customer agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Customer agrees to (i) reasonably execute any consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project.

22. LIMITATIONS ON DAMAGES.

EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT (including, without limitation, in Sections 10, 19(b) and 20(b)), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a “Dispute”) within 30 days after the date that a Party gives written notice of such Dispute to the other Party.

(b) Jurisdiction, Venue, and Jury Trials. If despite the efforts, if any, to negotiate, the Parties do not resolve the Dispute within the negotiation period described above, then each Party irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute. Each Party agrees that process may be served upon it in any manner authorized by such courts and that it waives all objections which it might otherwise have to such jurisdiction and process. Further, each Party irrevocably waives all of its rights to a trial by jury with respect to any such action.

(c) Survival of Dispute Provisions. The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

24. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a business day or in any other case as of the next business day following the day of transmittal); or (v) transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

To Provider	To Customer
Solect Energy Development, LLC 89 Hayden Rowe Street Hopkinton, Massachusetts 01748 Email: legal@Solect.com Attention: Legal Notices	City of Framingham 150 Concord Street Framingham, MA 01702 Attn: Mayor, with copies to: Sustainability Coordinator Chief Financial Officer, and City Solicitor

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

25. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words “hereto”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “person” shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word “including” shall be deemed to be followed by the words “without limitation”. In the event of any conflict between the text of this Agreement and the contents of an Exhibit hereto, the text of this Agreement shall govern.

(c) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party’s benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the

extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Except as provided in Section 21(a), neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Customer, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Customer or any merger of Provider or Customer with another person, whether or not Provider or Customer is the surviving entity from such merger, or any other change in control of Provider or Customer, provided any such surviving entity assumes all obligations of Provider or Customer, as appropriate, under this Agreement.

(f) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(h) Relation of the Parties. The relationship between Provider and Customer shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Customer, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

(i) CORI. With respect to Projects to be installed at Massachusetts public schools, the Customer shall have the right to conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider, the Installer, or of a subcontractor of the Provider or the Installer who will work at the Premises. Notwithstanding any other provision of the Agreement, the Customer may refuse to allow any such employee to work on the project if the Customer, in its sole discretion, determines that such employee is not suitable for work on the project based on the results of such CORI or SORI. The Customer shall keep such information in a confidential file. With respect to Projects to be installed at public schools in other states, similar criminal offender and sex offender information maintained by the state shall apply, and Customer shall have discretion regarding employment of such registered offenders.

(j) Notwithstanding anything in this Agreement to the contrary, Customer shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises or any other property owned or controlled by the Customer than the rights and interests contemplated in this Agreement.

(rest of page left blank intentionally – signatures appear on next page)

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Customer have executed this Power Purchase Agreement as of the date first set forth above.

Solect Energy Development LLC a Massachusetts Limited Liability Company

By: _____
James Dumas, its duly authorized Manager

City of Framingham

By: _____
Dr. Yvonne D. Spicer, Mayor, pursuant to the May 10, 2016 Annual Town Meeting Articles 22-23

Approved as to Form:

By: _____
Christopher J. Petrini, City Solicitor

GLOSSARY OF TERMS

“Access Rights” means the rights provided in this Agreement for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

“Affiliate” means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“Agreement” means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

“Applicable Law” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

“Applicable Solar Program” means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SRECs), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

“Business Day” means a day other than Saturday, Sunday, or other day on which commercial banks in New York City are authorized or required by law to be closed.

“Capacity Value” means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to participate in ISO-NE’s Forward Capacity market at their discretion through an aggregator or as an ISO-NE Market Participant. The Provider shall sell the capacity of the Project into the Forward Capacity Market (FCM) by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction (FCA); if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Customer.

“Change in Law” means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

“Commercial Operation Date” means the date, which shall be specified by Provider to Customer pursuant to Section 4(d), when the Project is physically complete and has successfully

completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

“Confidential Information” means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, Project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party; or (v) is set forth in any record deemed by the Supervisor of Public Records or a court of competent jurisdiction to be a public record not subject to any exemption under the Public Records Law, G.L. c. 4, §7(26).

“Construction Start Date” means day within 180 days from the date of this Agreement, subject to adjustment as provided in this Agreement.

“Customer” means the City of Framingham and its successors and assigns.

“Delay Liquidated Damages” means the daily payment of (i) \$0.250/day/kW if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date.

“Dispute” means a controversy or claim arising out of or relating to this Agreement.

“Early Termination Amount” means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes.

“Electric Service Provider” means any person, including the Local Electric Utility, authorized by the State of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

“Environmental Attributes” means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

“Estimated Annual Production” means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in **Exhibit F**.

“Expiration Date” means the date on which the Agreement terminates by reason of expiration of the Term.

“Fair Market Value” means the price that would be paid in an arm’s length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

“Financing Party” means a Project Lessor or Lender.

“Force Majeure Event” means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) acts of God and other natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic (specifically including COVID-19), declared state of emergency or public health emergency, government mandated quarantine or travel ban terrorist acts, or rebellion; (iv) acts of, or unreasonably excessive failures to act by, any Governmental Authority including changes in Applicable Law after the Effective Date (other than acts of Governmental Authorities in response to a Party’s failure to comply with existing Applicable Laws as required in connection with performance under this Agreement) and including acts of the Local Electric Utility; and (v) strikes or labor disputes. Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

“Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“Guaranteed Commercial Operation Date” means 180 days from the Construction Start Date, which shall be extended day-by-day for Force Majeure Events and for other events outside of Provider’s reasonable control.

“Hazardous Materials” means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of “hazardous substances,” “hazardous materials,” “hazardous wastes,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollutants,” “regulated substances,” “solid wastes,” or “contaminants” or words of similar import, under any Applicable Law.

“Host” means City of Framingham and all successors and assigns. “Indemnified Person” means the person who asserts a right to indemnification under Section 15.

“Indemnifying Party” means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

“Initial Period” has the meaning provided in Section 2.

“Installation Work” means the construction and installation of the Project and the start-up, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

“Installer” means Solect Energy Development, LLC, the person designated by Provider to install the Project on the Premises.

“Land Registry” means the office where real estate records for the Site are customarily filed.

“Lender” means persons providing construction or permanent financing to Provider in connection with installation of the Project.

“Liens” has the meaning provided in Section 8(c).

“Local Electric Utility” means the entity authorized and required under Applicable Law to provide electric distribution service to Customer at the Site.

“Losses” means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney’s fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

“Net Metering” means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

“Net Metering Credit” shall mean the monetary value of the excess electricity generated by a Project, and credited to the Customer by the Local Electric Utility, as set forth in Applicable Law.

“Operations Period” has the meaning provided in Section 2.

“Operations Year” means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

“Party” means either Customer or Provider, as the context shall indicate, and “Parties” means both Customer and Provider.

“Point of Delivery” has the meaning set forth in Section 5(a) and **Exhibit E** appended hereto.

“Premises” means the portions of the Site at 730, 732, 740 and 746 Water Street, Framingham, Massachusetts upon which the Provider’s photovoltaic panels and associated equipment are installed, as more fully described on **Exhibit D** appended hereto.

“Project” means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on the Premises in accordance with this Agreement.

“Project Lessor” means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

“Provider” means Solect Energy Development LLC, its successors and assigns.

“Relocation Event” means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

“Removal Assurance” means financial security in the form of an escrow account, letter of credit, bond or other form of security reasonably acceptable to the Parties.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

“Site” means the real property known and numbered 730, 732, 740 and 746 Water Street, Framingham, Massachusetts more fully described on **Exhibit C** attached hereto.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

“Term” shall have the meaning provided in Section 2 hereof.

EXHIBIT A

ENERGY PURCHASE PRICES

As set forth below, the \$/kWh rate will be determined by the Incentive value of the Preliminary Statement of Qualification by the SMART Program Administrator on behalf of the Massachusetts Department of Energy Resources. Upon receipt of such approval, Provider shall forward a copy to Host, confirming the applicable SMART Incentive and PPA Rate.

Incentive	0.14107
PPA Rate	0.11

NOTES:

¹ The price/kWh reflects an annual Payment In Lieu of Taxes (PILOT) amount in the amounts shown on Exhibit A-1. In the event that the contracted annual PILOT amount differs from the amount in Exhibit A-1, the Parties agree to adjust the price/kWh in Exhibit A, "Energy Purchase Prices", to reflect the difference in tax payments from the amounts assumed in Exhibit A-1.

² The price/kWh reflects 2020 Federal Investment Tax Credit value.

EXHIBIT A-1

PAYMENT IN LIEU OF PERSONAL PROPERTY TAX (“PILOT”) AMOUNTS

YEAR	AMOUNT
1	\$918
2	\$890
3	\$864
4	\$838
5	\$813
6	\$788
7	\$765
8	\$742
9	\$719
10	\$698
11	\$677
12	\$657
13	\$637
14	\$618
15	\$599
16	\$581
17	\$564
18	\$547
19	\$531
20	\$515

EXHIBIT B

EARLY PURCHASE and TERMINATION AMOUNTS

Year of System Term	Early Termination	Early Purchase
1	\$356,387	N/A
2	\$276,483	N/A
3	\$255,313	N/A
4	\$245,740	N/A
5	\$223,716	N/A
6	\$201,230	N/A
7	\$178,255	\$145,371
8	\$166,776	N/A
9	\$154,750	N/A
10	\$142,148	\$106,214
11	\$133,242	N/A
12	\$126,853	N/A
13	\$120,181	N/A
14	\$113,208	N/A
15	\$105,919	\$64,262
16	\$98,295	N/A
17	\$89,453	N/A
18	\$80,201	N/A
19	\$70,515	N/A
20	\$60,370	N/A

EXHIBIT C

DESCRIPTION OF SITE

732, 736, 740 & 746 Water Street, Framingham, Massachusetts

Three tracts of land with the buildings and improvements thereon as follows:

TRACT ONE:

A certain parcel of land with the buildings thereon situated on the southerly side of Water Street in Framingham, Middlesex County, Massachusetts, being shown as Lot 1 on a plan entitled "Plan of Land in Framingham, Mass., Prepared for: Thomas Slatkavitz, 732 Water Street, Framingham, 01701, prepared by: Metrowest Engineering, Inc., 1101 Worcester Road, Framingham, Mass., Bruce K. Kinsman, P.L.S. #34617, dated February 22, 1990 which plan is duly recorded with South Middlesex Registry of Deeds, as Plan No. 222 of 1990 and being more particularly bounded and described as follows:

NORTHERLY by Water Street as shown on said plan, one hundred thirty-six and 13/100 (136.13) feet;

SOUTHEASTERLY by land now or formerly of New York, New Haven and Hartford Railroad Company, as shown on said plan, two hundred seventy-six and 21/100 (276.21) feet;

SOUTHWESTERLY by Lot 2, as shown on said plan, one hundred sixteen and 95/100 (116.95) feet;

WESTERLY by Lot 2 again, as shown on said plan, forty-five and 00/100 (45.00) feet;
and

NORTHWESTERLY by Lot 2 again, as shown on said plan, seventy-six and 73/100 (76.73) feet. Said Lot 1 contains 20,819 square feet of land, more or less, according to said plan.

TRACT TWO:

A certain parcel of land with the buildings thereon situated on the southerly side of Water Street in Framingham, Middlesex County, Massachusetts, being shown as Lot 2 on a plan entitled "Plan of Land in Framingham, Mass., Prepared for: Thomas Slatkavitz, 732 Water Street, Framingham, 01701, prepared by: Metrowest Engineering, Inc., 1101 Worcester Road, Framingham, Mass., Bruce K. Kinsman, P.L.S. #34617, dated February 22, 1990 which plan is duly recorded with South Middlesex Registry of Deeds, as Plan No. 222 of 1990 and being more particularly bounded and described as follows:

NORTHERLY by Water Street as shown on said plan, one hundred twenty and 20/100 (120.20) feet;

SOUTHEASTERLY by Lot 1, as shown on said plan, seventy-six and 73/100 (76.73) feet;

EASTERLY by Lot 1 again, as shown on said plan, forty-five and 00/100 (45.00) feet;

NORTHEASTERLY by Lot 1 again, as shown on said plan, one hundred sixteen and 95/100 (116.95) feet;

SOUTHERLY by the Commonwealth of Massachusetts, Weston Aqueduct, in two courses, as shown on said plan, one hundred twenty and 36/100 (120.36) feet; and

WESTERLY by land now or formerly of Albert J. Rousseau, Jr., in two courses, as shown on said plan, two hundred twenty-five and 75/100 (225.75) feet.

Lot 2 contains 20,838 square feet of land, more or less as shown on said plan.

TRACT THREE:

Consisting of two parcels of land (Parcels 1 and 3 of Tract 3) with the buildings thereon on the southerly side of Water Street in the northerly part of Framingham, Middlesex County, Massachusetts, being more particularly bounded and described as follows:

PARCEL 1: Beginning at a point in the southerly line of Water Street thirteen and 9/10 (13.9) feet easterly from a stone bound said point being at the northeasterly corner of land of one Smith; thence N.70°-20" E. by said Water Street one hundred seventy-nine and 6/10 (179.6) feet to an iron bound at other land of said Smith; thence S. 19°-40' E. by the last mentioned land fifty-nine (59) feet to a stone bound; thence N. 70°-20' E. by the said Smith land forty-five (45) feet to other land of William G. Bacon; thence S. 14°-05' E. by said Bacon's land one hundred seventy and 9/10 (170.9) feet to an iron pipe bound at the land of the Commonwealth of Massachusetts, now occupied in part by the Weston Aqueduct; thence southwesterly by the said last mentioned land one hundred eighteen (118) feet to a stone bound; thence northerly by said last mentioned land fifteen (15) feet to a stone bound; thence southwesterly by said last mentioned land twenty (20) feet to the centre line of a ditch at land of Smith; thence northwesterly about one hundred fifty-seven (157) feet by the centre line of said ditch by land of said Smith through a pipe culvert under a Right of Way referred to in the conveyance from Warren N. Needham to William G. Bacon and Annie E. Bacon, recorded in Middlesex Registry of Deeds, South District, Book 5715, Page 88; thence N. 19°-40' W. by said Smith land one hundred seven and 8/10 (107.8) feet to the point of beginning.

All as shown upon plan entitled "Framingham, Mass. 'Nobscot' Section. Plan of Land to be conveyed by William G. Bacon. Scale: 1" = 20' Sept. 2, 1948. E.H. Howard, C.E." recorded with Middlesex South District Registry of Deeds in Book 7389, Page 156.

Together with and subject to the rights of way, easements and reservations to the extent that the same are in force and applicable, as set forth in the deed of William G. Bacon to Dorothy F. Miller dated September 9, 1948 recorded with said deeds in Book 7389, Page 156.

PARCEL 2: *Not applicable to the solar facility project.*

PARCEL 3: The land in said Framingham situated on the southerly side of Water Street, containing 2,430 square feet more or less, all as shown on "Plan of Land in Framingham, Mass. To be conveyed to Arthur M. and Edith C. Butler" which plan is recorded with said deeds in Book 11858, Page 588, said premises being bounded and more particularly described as follows:

NORTHERLY by Water Street, forty-five (45) feet;

EASTERLY by land now or formerly of Dorothy E. Wadman as shown on said plan, fifty-four (54) feet;

SOUTHERLY by land now or formerly of Dorothy E. Ball et al as shown on said plan forty-five (45) feet; and

WESTERLY by land now or formerly of Arthur M. Butler et al as shown on said plan fifty-four (54) feet.

Parcels one and three are subject to an Easement taking by the Middlesex County Commissioners as recorded with said deeds in Book 9480, Page 019 and shown on a plan recorded in Book 9480, Page 21.

For title, see Deed to the Town of Framingham recorded with the Middlesex South Registry of Deeds in Book 62226, Page 232.

EXHIBIT D

DESCRIPTION OF PREMISES

The Premises and the Access Areas shall mean the Site. Locations where solar equipment will be installed and accessed including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Site depicted in Site Plan below. The Project will be combined and connected to Host's existing main electric equipment, interconnected to the utility network behind the existing utility meter.

Site Plan – SED – Framingham McAuliffe Library – 4380 –76.5 kW DC – 57.6 kW AC 746 Water St, Framingham, MA 01701

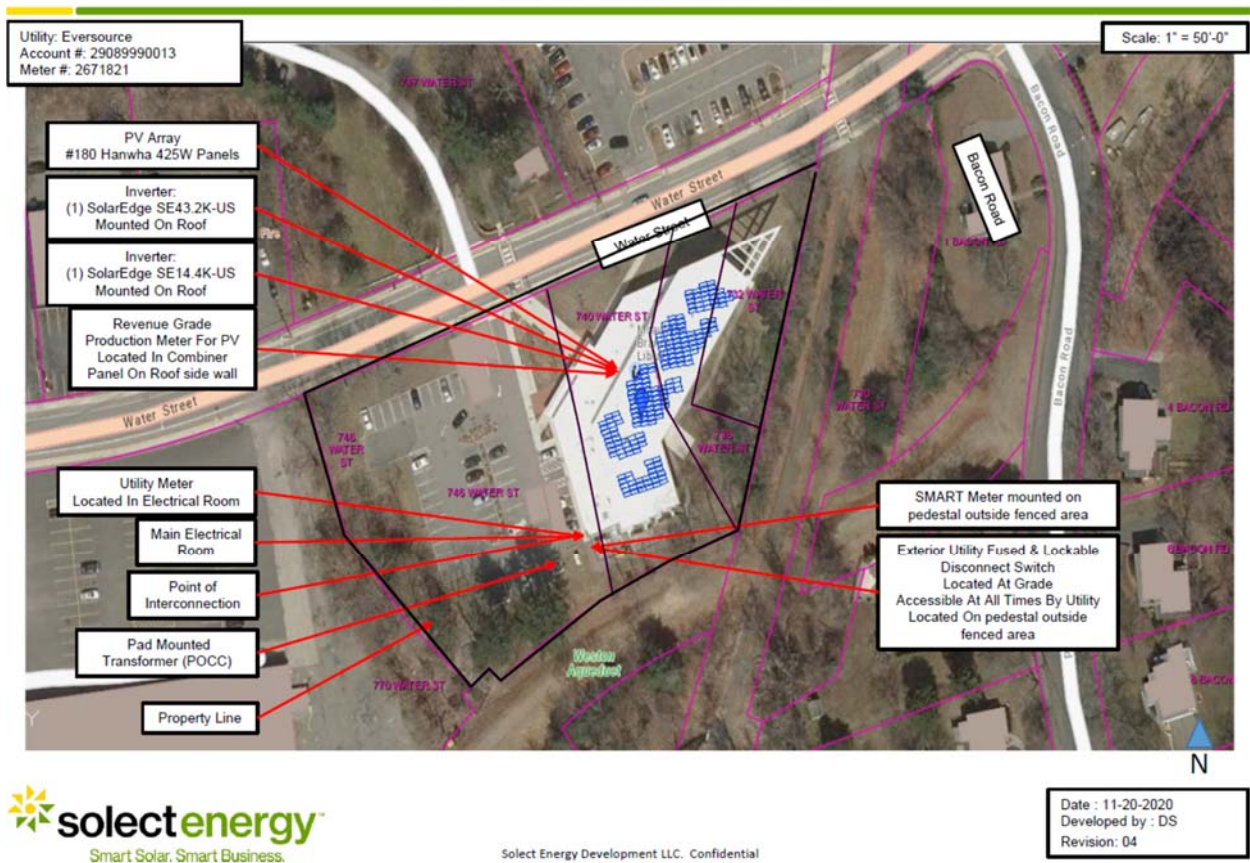


EXHIBIT E

DESCRIPTION OF PROJECT

#180 Tier 1 425W solar PV modules or equivalent

#2 SolarEdge inverters or equivalent

EcoFoot Equilibrium ballast solar racking system or equivalent, Anchor U-fastening foundations or equivalent

Combiner, disconnect, breaker, production meter, conduit, wire and remaining balance of system materials

EXHIBIT F

ESTIMATED ANNUAL PRODUCTION

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year	Estimated Production kWh	Year	Estimated Production kWh
1	87,975	11	83,254
2	87,491	12	82,796
3	87,010	13	82,341
4	86,531	14	81,888
5	86,055	15	81,438
6	85,582	16	80,990
7	85,111	17	80,544
8	84,643	18	80,102
9	84,178	19	79,661
10	83,715	20	79,223

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System.

EXHIBIT G

INSURANCE REQUIREMENTS

1. General Liability

(a) Both Customer and Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars (\$1,000,000) for each occurrence, and two million dollars (\$2,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage “occurrence” form, as it may be amended from time to time over the course of the Agreement, with no coverage deletions.

(b) Both the Customer and Provider general liability insurance coverage shall:

(i) Be endorsed to specify that the Provider's and Customer's insurance is primary and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

2. Workers' Compensation

Both Customer and Provider, and all subcontractors working on the Project at the Premises for the Provider, will have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident.

Provider expressly understands that Customer is self-insured for Workers' Compensation, and it's funds will be available for payment of claims under this Agreement.

3. Property Loss

Provider shall carry adequate property loss insurance on the Project which need not be covered by the Customer's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

4. Additional Insurance Provisions

Customer shall furnish Provider with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with any legal or regulatory authority or Local Electric Utility affecting the Premises or operation of the Project. Insurance required by the Local Electric Utility shall not be cancelled except after (30) days prior written notice has been given pursuant to the terms of the Policy. Provider requires that Host Customer make available funds from the City's self-insurance program for the duration of the term of this Agreement.

5. Additional Installation Contractor Requirements

Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance for the duration of their work on the Project as follows:

- Commercial general liability insurance will be in the following amounts: \$1,000,000 for each occurrence and \$2,000,000 aggregate.
- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.
- Auto coverage not less than one million dollars (\$1,000,000) each accident for bodily injury and property damage, and one million dollars (\$1,000,000) in the aggregate.
- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of one million dollars (\$1,000,000) and two million dollars (\$2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.
- Provider will ensure that the Commercial General Liability insurance and the Automobile Liability insurance shall include the Host as an additional insured on a primary and non-contributory basis. A certificate of insurance evidencing such coverage is in place shall be provided to the Host prior to allowing any installation contractor to perform any work on the Project.

EXHIBIT H

FORM OF EASEMENT

730, 732, 740 and 746 Water Street, Framingham, Massachusetts

When recorded, return to:

James Dumas, COO
Solect Energy Development, LLC
89 Hayden Rowe
Hopkinton, MA 01748

This EASEMENT (the "Easement") is made and entered into as of [month/day/year] by and between **City of Framingham**, a public municipality, having an office at 150 Concord Street Framingham, Massachusetts 01702 ("Grantor") and **Solect Energy Development, LLC** ("**Solect**"), a Massachusetts limited liability company with offices at 89 Hayden Rowe Street, Hopkinton, MA 01748 ("Grantee" or "Provider").

RECITALS

- A. Grantor is the owner of that certain parcel of land and the improvements thereon at **732, 736, 740 and 746 Water Street, Framingham, Massachusetts**, which is the location of the Christa McAuliffe Branch Library and which is described in a deed recorded in the Middlesex South Registry of Deeds in Book 62226, Page 232 (the "Property") further described in **Exhibit 1** attached hereto and made a part hereof.
- B. Grantee is a party to that certain Power Purchase Agreement dated December __, 2020 ("PPA") with the City of Framingham ("Grantor") pursuant to which Grantee is to develop, construct and operate a photovoltaic solar electric generation system ("System") on the Property. The installation of said System on the Property is referred to hereafter as the "Project".
- C. The PPA contemplates Grantee entering into an easement agreement with the fee owner of the property for a certain portion of the Property more particularly described on **Exhibit B** and the figure attached thereto titled "Site Plan – SED - Framingham McAuliffe Library – 4380 – 76.5 kW CD – 57.6 kW AC 746 Water Street., Framinhga MA 01701" and made a part hereof ("Easement Area" or "Site").
- D. Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, an easement for the Easement Area in accordance with the terms and provisions set forth in herein.
- E. Pursuant to the vote under pursuant to City Council Order No. _____ dated [month/day/year]], the City is authorized to grant this Deed of Easement.

Now therefore, in consideration of One and 00/100 (\$1.00) and the mutual promises contained within the PPA, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

GRANT

1. **Grant of Easement.** Grantor hereby grants to Grantee an easement for Provider to use and occupy the Easement Area for the installation, operation, maintenance, repair, and removal of the Project pursuant to the terms of this Grant of Easement, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Customer hereby covenants that (i) Provider shall have access to the Premises and System during the Term of the PPA and for so long as needed after termination to remove the System pursuant to the applicable provisions herein, and (ii) Customer shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Customer shall at all times have access to and the right to observe the Installation Work or Project removal..
2. **Rights of Access.** Grantee and its employees, contractors and subcontractors shall have reasonable vehicular and pedestrian access across the Property to the System, including ingress and egress rights to the Project for the and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. In exercising such access, the Grantee shall reasonably attempt to minimize any disruption to activities occurring on the Site.
3. **Utilities & Communication Cables.** The right to locate distribution utility and/or electrical lines and communications cables across the Site as designated on **Exhibit 2**. The location of any such electrical lines and communications cables outside the areas designated on **Exhibit 2** shall be subject to Grantor's approval and shall be at locations that minimize any disruption to Customer's activities occurring on the Site. Access will also be provided for telephone and internet connections on the Premises for use by Grantee in installing, operating and maintaining the Project.
4. **Solar Easement.** An exclusive easement to receive direct sunlight and solar energy consistent with the provisions of MGL c. 187, §1A, pursuant to which Grantor shall not construct new buildings or structures or install rooftop equipment, or plant new trees or vegetation of any type which now or hereafter, in Grantee's reasonable opinion, may be a hazard to the Project, overshadow or otherwise block or interfere with sunlight access to the System at all hours of the day. The solar easement granted herein includes rights of unobstructed sunlight, and in furtherance thereof, the Parties have included provisions in the PPA regarding trimming of vegetation and removal of obstructions which could impair insolation of the Project.
5. **No Grant of Fee Interest in Property.** Grantor reserves the fee of the Property over which the Easement runs and the right for Grantor and its tenants to pass and repass over the Easement, subject to the rights of Grantee in this Agreement. Grantee shall develop, construct and operate the System and perform its obligations under this Agreement in accordance with all applicable laws, rules, codes and ordinances.

6. **Costs of Repair and Maintenance.** Grantee shall be responsible for and shall pay the costs of all maintenance and repair of the System and Easement Area and shall keep the same in good repair and condition, in keeping with the aesthetics of the surrounding property. Grantee may purchase title insurance covering the Easement Area. Grantor, for itself, its tenants, permittees and invitees, agrees that, for the term of this Agreement, no transmission lines, pipelines, cables, and other conduits, whether above-ground or underground, for electricity, gas, oil, or water shall be constructed or installed on, over, or under the Easement Area without the written consent of Grantee.

7. **Term.** The term of the Easement Agreement expires (20) years and ninety (90) days from the date the System to be constructed achieves Commercial Operation, as defined in the PPA, which term shall be automatically extended by a term equal to any PPA extension; provided, however, in the event of an earlier termination of the PPA, the term of the Easement shall expire on the date that is ninety (90) days after the termination of the PPA. . An affidavit signed by either Grantor or Grantee, or either of their respective successors and/or assigns, attesting to the expiration of the PPA shall be sufficient evidence of the termination of this Easement, but shall not relieve such person of any liability for wrongful filing of such affidavit.

8. **Incorporation of PPA by Reference.** The Parties hereto have executed and delivered this Easement for the purpose of giving notice to third parties. The respective rights, remedies and obligations of Grantor and Grantee, with respect to this Easement shall be fixed, determined and governed solely by the terms of the PPA, a copy of which is filed with the Grantor and is available for review at the office of the Chief Financial Officer for the City of Framingham at 150 Concord Street, Framingham, Massachusetts. For a statement of the rights, privileges, remedies and obligations created under and by the PPA and of the terms, covenants and conditions therein, reference should be made to the PPA. The terms, covenants and provisions of the PPA are incorporated herein by reference and shall extend to and be binding upon the respective legal representatives, successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the date first written above.

GRANTOR: **CITY OF FRAMINGHAM**

By: _____
 Dr. Yvonne M. Spicer, Mayor, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____, 2020

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared Yvonne M. Spicer proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, in her capacity as Mayor and on behalf of the City of Framingham.

(official signature and seal of notary)

My commission expires: _____

GRANTEE: Solect Energy Development, LLC

By: _____
Name: James Dumas, Manager, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

[month/day/year]

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared James Dumas proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, in her capacity as Manager and on behalf of Solect Energy Development, LLC.

(official signature and seal of notary)

My commission expires: _____

Exhibit 1-Description of Premises

The Premises and the Access Areas shall mean the Site. Locations where solar equipment will be installed and accessed including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Site. The Project will be combined and interconnected to Host's existing main electric equipment, interconnected to the utility network behind the existing utility meter.

Exhibit 2 Description of Site and Plan

732, 736, 740 & 746 Water Street, Framingham, Massachusetts

Three tracts of land with the buildings and improvements thereon as follows:

TRACT ONE:

A certain parcel of land with the buildings thereon situated on the southerly side of Water Street in Framingham, Middlesex County, Massachusetts, being shown as Lot 1 on a plan entitled "Plan of Land in Framingham, Mass., Prepared for: Thomas Slatkavitz, 732 Water Street, Framingham, 01701, prepared by: Metrowest Engineering, Inc., 1101 Worcester Road, Framingham, Mass., Bruce K. Kinsman, P.L.S. #34617, dated February 22, 1990 which plan is duly recorded with South Middlesex Registry of Deeds, as Plan No. 222 of 1990 and being more particularly bounded and described as follows:

NORTHERLY by Water Street as shown on said plan, one hundred thirty-six and 13/100 (136.13) feet;
SOUTHEASTERLY by land now or formerly of New York, New Haven and Hartford Railroad Company, as shown on said plan, two hundred seventy-six and 21/100 (276.21) feet;
SOUTHWESTERLY by Lot 2, as shown on said plan, one hundred sixteen and 95/100 (116.95) feet;
WESTERLY by Lot 2 again, as shown on said plan, forty-five and 00/100 (45.00) feet;
and
NORTHWESTERLY by Lot 2 again, as shown on said plan, seventy-six and 73/100 (76.73) feet.
Said Lot 1 contains 20,819 square feet of land, more or less, according to said plan.

TRACT TWO:

A certain parcel of land with the buildings thereon situated on the southerly side of Water Street in Framingham, Middlesex County, Massachusetts, being shown as Lot 2 on a plan entitled "Plan of Land in Framingham, Mass., Prepared for: Thomas Slatkavitz, 732 Water Street, Framingham, 01701, prepared by: Metrowest Engineering, Inc., 1101 Worcester Road, Framingham, Mass., Bruce K. Kinsman, P.L.S. #34617, dated February 22, 1990 which plan is duly recorded with South Middlesex Registry of Deeds, as Plan No. 222 of 1990 and being more particularly bounded and described as follows:

NORTHERLY by Water Street as shown on said plan, one hundred twenty and 20/100 (120.20) feet;
SOUTHEASTERLY by Lot 1, as shown on said plan, seventy-six and 73/100 (76.73) feet;
EASTERLY by Lot 1 again, as shown on said plan, forty-five and 00/100 (45.00) feet;
NORTHEASTERLY by Lot 1 again, as shown on said plan, one hundred sixteen and 95/100 (116.95) feet;
SOUTHERLY by the Commonwealth of Massachusetts, Weston Aqueduct, in two courses, as shown on said plan, one hundred twenty and 36/100 (120.36) feet; and

WESTERLY by land now or formerly of Albert J. Rousseau, Jr., in two courses, as shown on said plan, two hundred twenty-five and 75/100 (225.75) feet.

Lot 2 contains 20,838 square feet of land, more or less as shown on said plan.

TRACT THREE:

Consisting of two parcels of land (Parcels 1 and 3 of Tract 3) with the buildings thereon on the southerly side of Water Street in the northerly part of Framingham, Middlesex County, Massachusetts, being more particularly bounded and described as follows:

PARCEL 1: Beginning at a point in the southerly line of Water Street thirteen and 9/10 (13.9) feet easterly from a stone bound said point being at the northeasterly corner of land of one Smith; thence N.70°-20" E. by said Water Street one hundred seventy-nine and 6/10 (179.6) feet to an iron bound at other land of said Smith; thence S. 19°-40' E. by the last mentioned land fifty-nine (59) feet to a stone bound; thence N. 70°-20' E. by the said Smith land forty-five (45) feet to other land of William G. Bacon; thence S. 14°-05' E. by said Bacon's land one hundred seventy and 9/10 (170.9) feet to an iron pipe bound at the land of the Commonwealth of Massachusetts, now occupied in part by the Weston Aqueduct; thence southwesterly by the said last mentioned land one hundred eighteen (118) feet to a stone bound; thence northerly by said last mentioned land fifteen (15) feet to a stone bound; thence southwesterly by said last mentioned land twenty (20) feet to the centre line of a ditch at land of Smith; thence northwesterly about one hundred fifty-seven (157) feet by the centre line of said ditch by land of said Smith through a pipe culvert under a Right of Way referred to in the conveyance from Warren N. Needham to William G. Bacon and Annie E. Bacon, recorded in Middlesex Registry of Deeds, South District, Book 5715, Page 88; thence N. 19°-40' W. by said Smith land one hundred seven and 8/10 (107.8) feet to the point of beginning.

All as shown upon plan entitled "Framingham, Mass. 'Nobscot' Section. Plan of Land to be conveyed by William G. Bacon. Scale: 1" = 20' Sept. 2, 1948. E.H. Howard, C.E." recorded with Middlesex South District Registry of Deeds in Book 7389, Page 156.

Together with and subject to the rights of way, easements and reservations to the extent that the same are in force and applicable, as set forth in the deed of William G. Bacon to Dorothy F. Miller dated September 9, 1948 recorded with said deeds in Book 7389, Page 156.

PARCEL 2: *Not applicable to the solar facility project.*

PARCEL 3: The land in said Framingham situated on the southerly side of Water Street, containing 2,430 square feet more or less, all as shown on "Plan of Land in Framingham, Mass. To be conveyed to Arthur M. and Edith C. Butler" which plan is recorded with said deeds in Book 11858, Page 588, said premises being bounded and more particularly described as follows:

NORTHERLY by Water Street, forty-five (45) feet;

EASTERLY by land now or formerly of Dorothy E. Wadman as shown on said plan, fifty-four (54) feet;

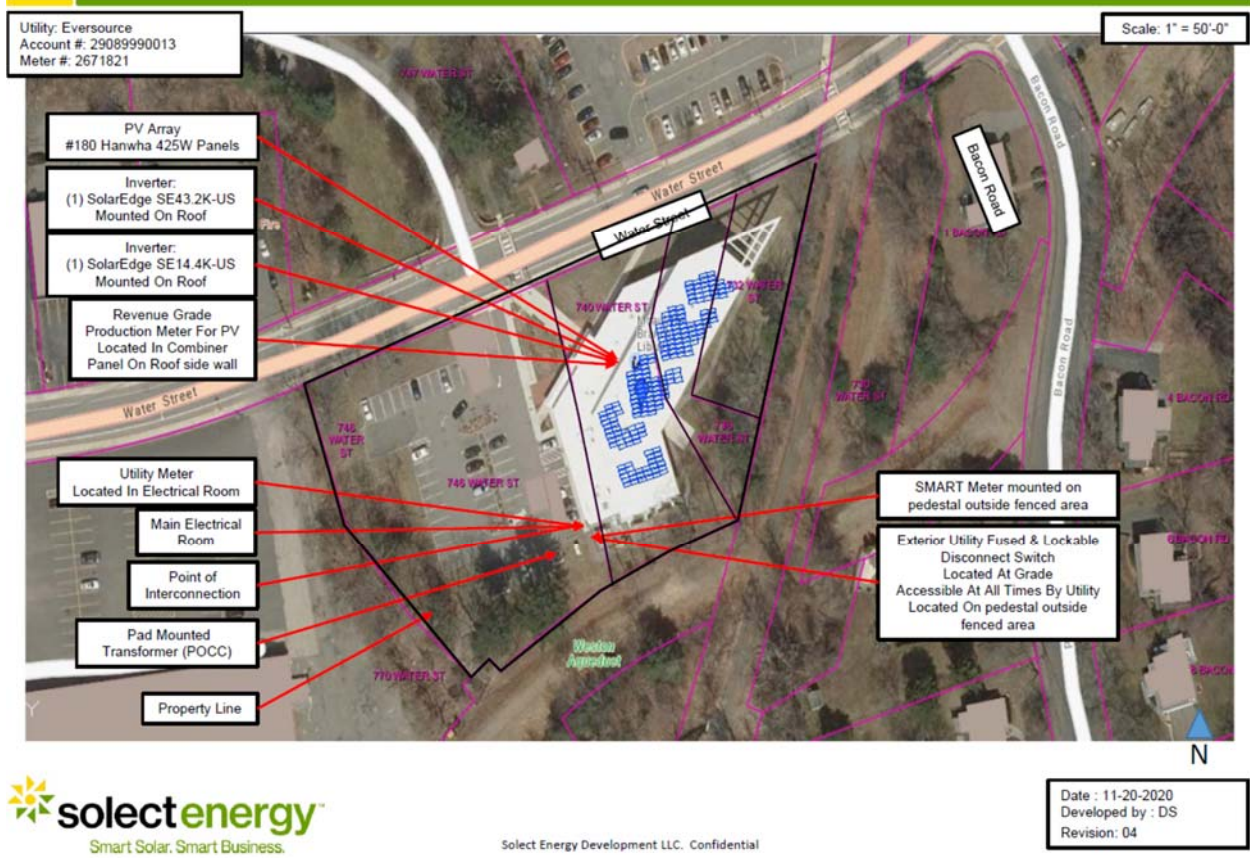
SOUTHERLY by land now or formerly of Dorothy E. Ball et al as shown on said plan forty-five (45) feet; and

WESTERLY by land now or formerly of Arthur M. Butler et al as shown on said plan fifty-four (54) feet.

Parcels one and three are subject to an Easement taking by the Middlesex County Commissioners as recorded with said deeds in Book 9480, Page 019 and shown on a plan recorded in Book 9480, Page 21.

For title, see Deed to the Town of Framingham recorded with the Middlesex South Registry of Deeds in Book 62226, Page 232.

Site Plan – SED – Framingham McAuliffe Library – 4380 –76.5 kW DC – 57.6 kW AC
746 Water St, Framingham, MA 01701



2020.12.09 FINAL Solect PPA and Easement Framingham McAuliffe Library (606-11)

EXHIBIT H

FORM OF EASEMENT

730, 732, 740 and 746 Water Street, Framingham, Massachusetts

When recorded, return to:

James Dumas, COO
Solect Energy Development, LLC
89 Hayden Rowe
Hopkinton, MA 01748

This EASEMENT (the "Easement") is made and entered into as of [month/day/year] by and between **City of Framingham**, a public municipality, having an office at 150 Concord Street Framingham, Massachusetts 01702 ("Grantor") and **Solect Energy Development, LLC** ("**Solect**"), a Massachusetts limited liability company with offices at 89 Hayden Rowe Street, Hopkinton, MA 01748 ("Grantee" or "Provider").

RECITALS

- A. Grantor is the owner of that certain parcel of land and the improvements thereon at **732, 736, 740 and 746 Water Street, Framingham, Massachusetts**, which is the location of the Christa McAuliffe Branch Library and which is described in a deed recorded in the Middlesex South Registry of Deeds in Book 62226, Page 232 (the "Property") further described in **Exhibit 1** attached hereto and made a part hereof.
- B. Grantee is a party to that certain Power Purchase Agreement dated December __, 2020 ("PPA") with the City of Framingham ("Grantor") pursuant to which Grantee is to develop, construct and operate a photovoltaic solar electric generation system ("System") on the Property. The installation of said System on the Property is referred to hereafter as the "Project".
- C. The PPA contemplates Grantee entering into an easement agreement with the fee owner of the property for a certain portion of the Property more particularly described on **Exhibit B** and the figure attached thereto titled "Site Plan – SED - Framingham McAuliffe Library – 4380 – 76.5 kW CD – 57.6 kW AC 746 Water Street., Framinhga MA 01701" and made a part hereof ("Easement Area" or "Site").
- D. Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, an easement for the Easement Area in accordance with the terms and provisions set forth in herein.
- E. Pursuant to the vote under pursuant to City Council Order No. _____ dated [month/day/year]], the City is authorized to grant this Deed of Easement.

Now therefore, in consideration of One and 00/100 (\$1.00) and the mutual promises contained within the PPA, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

GRANT

1. **Grant of Easement.** Grantor hereby grants to Grantee an easement for Provider to use and occupy the Easement Area for the installation, operation, maintenance, repair, and removal of the Project pursuant to the terms of this Grant of Easement, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Customer hereby covenants that (i) Provider shall have access to the Premises and System during the Term of the PPA and for so long as needed after termination to remove the System pursuant to the applicable provisions herein, and (ii) Customer shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Customer shall at all times have access to and the right to observe the Installation Work or Project removal..
2. **Rights of Access.** Grantee and its employees, contractors and subcontractors shall have reasonable vehicular and pedestrian access across the Property to the System, including ingress and egress rights to the Project for the and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. In exercising such access, the Grantee shall reasonably attempt to minimize any disruption to activities occurring on the Site.
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5. **No Grant of Fee Interest in Property.** Grantor reserves the fee of the Property over which the Easement runs and the right for Grantor and its tenants to pass and repass over the Easement, subject to the rights of Grantee in this Agreement. Grantee shall develop, construct and operate the System and perform its obligations under this Agreement in accordance with all applicable laws, rules, codes and ordinances.

6. **Costs of Repair and Maintenance.** Grantee shall be responsible for and shall pay the costs of all maintenance and repair of the System and Easement Area and shall keep the same in good repair and condition, in keeping with the aesthetics of the surrounding property. Grantee may purchase title insurance covering the Easement Area. Grantor, for itself, its tenants, permittees and invitees, agrees that, for the term of this Agreement, no transmission lines, pipelines, cables, and other conduits, whether above-ground or underground, for electricity, gas, oil, or water shall be constructed or installed on, over, or under the Easement Area without the written consent of Grantee.

7. **Term.** The term of the Easement Agreement expires (20) years and ninety (90) days from the date the System to be constructed achieves Commercial Operation, as defined in the PPA, which term shall be automatically extended by a term equal to any PPA extension; provided, however, in the event of an earlier termination of the PPA, the term of the Easement shall expire on the date that is ninety (90) days after the termination of the PPA. . An affidavit signed by either Grantor or Grantee, or either of their respective successors and/or assigns, attesting to the expiration of the PPA shall be sufficient evidence of the termination of this Easement, but shall not relieve such person of any liability for wrongful filing of such affidavit.

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IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the date first written above.

GRANTOR: **CITY OF FRAMINGHAM**

By: _____
 Dr. Yvonne M. Spicer, Mayor, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____, 2020

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared Yvonne M. Spicer proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, in her capacity as Mayor and on behalf of the City of Framingham.

(official signature and seal of notary)

My commission expires: _____

GRANTEE: Solect Energy Development, LLC

By: _____
Name: James Dumas, Manager, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

[month/day/year]

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared James Dumas proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, in her capacity as Manager and on behalf of Solect Energy Development, LLC.

(official signature and seal of notary)

My commission expires: _____

Exhibit 1-Description of Premises

The Premises and the Access Areas shall mean the Site. Locations where solar equipment will be installed and accessed including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Site. The Project will be combined and interconnected to Host's existing main electric equipment, interconnected to the utility network behind the existing utility meter.

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SOUTHWESTERLY by Lot 2, as shown on said plan, one hundred sixteen and 95/100 (116.95) feet;
WESTERLY by Lot 2 again, as shown on said plan, forty-five and 00/100 (45.00) feet;
and
NORTHWESTERLY by Lot 2 again, as shown on said plan, seventy-six and 73/100 (76.73) feet.
Said Lot 1 contains 20,819 square feet of land, more or less, according to said plan.

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Lot 2 contains 20,838 square feet of land, more or less as shown on said plan.

TRACT THREE:

Consisting of two parcels of land (Parcels 1 and 3 of Tract 3) with the buildings thereon on the southerly side of Water Street in the northerly part of Framingham, Middlesex County, Massachusetts, being more particularly bounded and described as follows:

PARCEL 1: Beginning at a point in the southerly line of Water Street thirteen and 9/10 (13.9) feet easterly from a stone bound said point being at the northeasterly corner of land of one Smith; thence N.70°-20" E. by said Water Street one hundred seventy-nine and 6/10 (179.6) feet to an iron bound at other land of said Smith; thence S. 19°-40' E. by the last mentioned land fifty-nine (59) feet to a stone bound; thence N. 70°-20' E. by the said Smith land forty-five (45) feet to other land of William G. Bacon; thence S. 14°-05' E. by said Bacon's land one hundred seventy and 9/10 (170.9) feet to an iron pipe bound at the land of the Commonwealth of Massachusetts, now occupied in part by the Weston Aqueduct; thence southwesterly by the said last mentioned land one hundred eighteen (118) feet to a stone bound; thence northerly by said last mentioned land fifteen (15) feet to a stone bound; thence southwesterly by said last mentioned land twenty (20) feet to the centre line of a ditch at land of Smith; thence northwesterly about one hundred fifty-seven (157) feet by the centre line of said ditch by land of said Smith through a pipe culvert under a Right of Way referred to in the conveyance from Warren N. Needham to William G. Bacon and Annie E. Bacon, recorded in Middlesex Registry of Deeds, South District, Book 5715, Page 88; thence N. 19°-40' W. by said Smith land one hundred seven and 8/10 (107.8) feet to the point of beginning.

All as shown upon plan entitled "Framingham, Mass. 'Nobscot' Section. Plan of Land to be conveyed by William G. Bacon. Scale: 1" = 20' Sept. 2, 1948. E.H. Howard, C.E." recorded with Middlesex South District Registry of Deeds in Book 7389, Page 156.

Together with and subject to the rights of way, easements and reservations to the extent that the same are in force and applicable, as set forth in the deed of William G. Bacon to Dorothy F. Miller dated September 9, 1948 recorded with said deeds in Book 7389, Page 156.

PARCEL 2: *Not applicable to the solar facility project.*

PARCEL 3: The land in said Framingham situated on the southerly side of Water Street, containing 2,430 square feet more or less, all as shown on "Plan of Land in Framingham, Mass. To be conveyed to Arthur M. and Edith C. Butler" which plan is recorded with said deeds in Book 11858, Page 588, said premises being bounded and more particularly described as follows:

NORTHERLY by Water Street, forty-five (45) feet;

EASTERLY by land now or formerly of Dorothy E. Wadman as shown on said plan, fifty-four (54) feet;

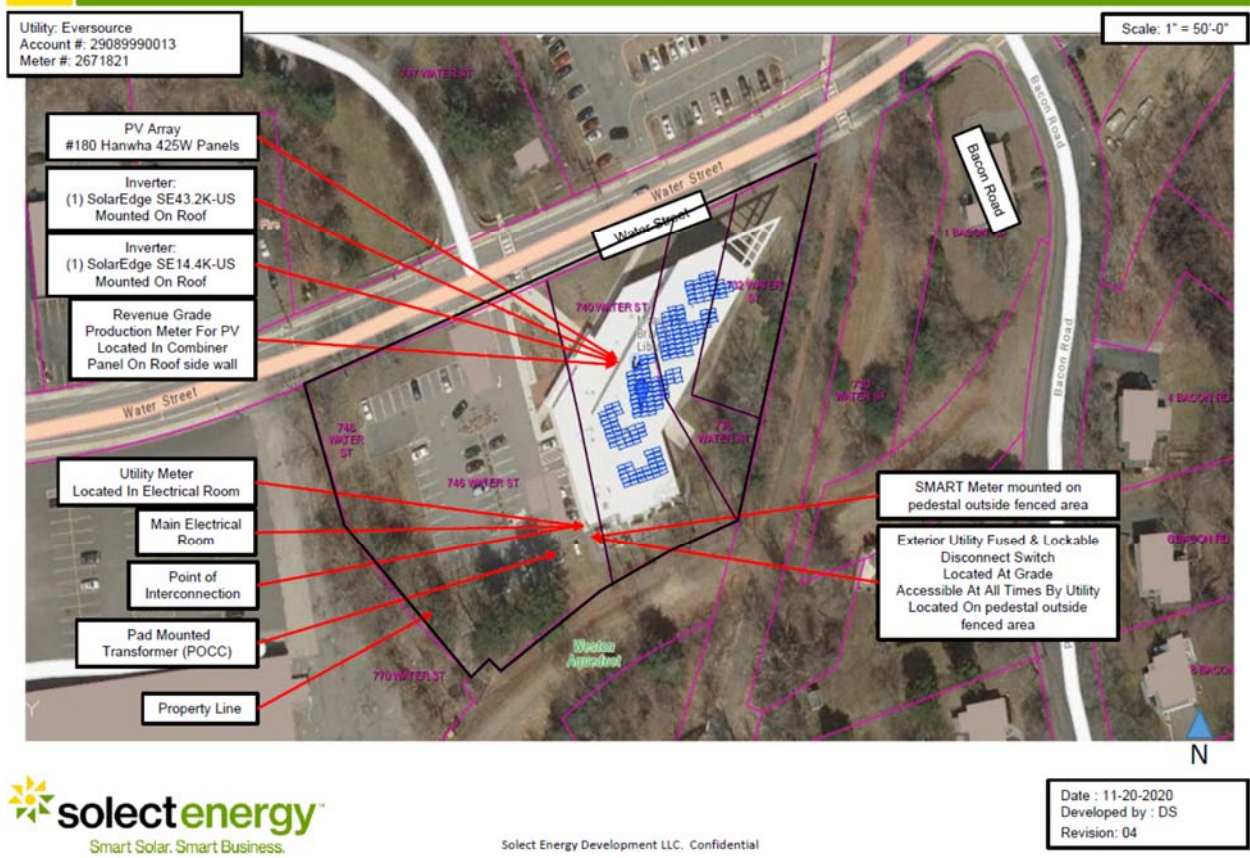
SOUTHERLY by land now or formerly of Dorothy E. Ball et al as shown on said plan forty-five (45) feet; and

WESTERLY by land now or formerly of Arthur M. Butler et al as shown on said plan fifty-four (54) feet.

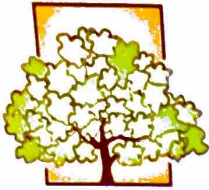
Parcels one and three are subject to an Easement taking by the Middlesex County Commissioners as recorded with said deeds in Book 9480, Page 019 and shown on a plan recorded in Book 9480, Page 21.

For title, see Deed to the Town of Framingham recorded with the Middlesex South Registry of Deeds in Book 62226, Page 232.

Site Plan – SED – Framingham McAuliffe Library – 4380 –76.5 kW DC – 57.6 kW AC
746 Water St, Framingham, MA 01701



2020.12.09 FINAL Solect PPA and Easement Framingham McAuliffe Library (606-11)



Framingham

PUBLIC LIBRARY

Look here first.

49 Lexington Street ■ Framingham, MA 01702-8218
Phone: 508-532-5570 ■ Fax: 508-532-5575
framinghamlibrary.org

12/9/2020

Framingham City Council

Dear Council Chair King and Members of the City Council,

I am writing to you in support of the rooftop solar energy system project that is currently being proposed for the McAuliffe Branch Library. After reviewing and approving the easement for Solect Energy to develop the project at the Library on June 25, 2020, the Board of Library Trustees met with the Department of Capital Projects and Facilities Management at several subsequent meetings where we received additional information on project progress and gave approval for updates to the project design.

In addition to providing cost savings, the project will support the City's commitment to becoming more sustainable and will also serve as a valuable community engagement opportunity for our patrons to learn about renewable energy and encourage the growth of solar throughout Framingham. It is also a fitting homage to the memory of Christa McAuliffe, the building's namesake, who so valued innovation, education, and advancement. We are eager to share this technology with our community as an opportunity to educate and inspire, and to join the ranks of "green libraries" throughout the country.

I am eager to see the implementation of the rooftop solar energy system at the Christa McAuliffe Branch Library and appreciate your consideration.

Sincerely,

Lena Kilburn
Director of Libraries
Framingham

Resolution Pertaining to Racial Equity and Social Justice
Framingham Democratic Committee
September 13, 2020

WHEREAS, race-based violence by police officers against Black and Brown people throughout our country continue to create terror in communities of Color with little or no consequences to the police officers; and

WHEREAS, the killing of Eurie Stamps on January 5, 2011 by a Framingham Police Officer is an example of unacceptable police violence that remains without consequences to the officer who shot him; and

WHEREAS, the untimely and tragic death of Eurie Stamps was the result of the militarization of the Framingham Police Department, who dispatched a SWAT team to arrest an individual alleged to have committed a non-violent drug offense; and

WHEREAS, Mr. Stamps was not a suspect. He was shot and killed while lying on the floor in his home, unarmed, non-threatening, and in full compliance with officers who knew him and that he was innocent; and

WHEREAS, the death of Eurie Stamps has not been adequately addressed by the City of Framingham and the officer responsible for the death of Mr. Stamps remains on active duty as a member of the Framingham Police Department; and

WHEREAS, the Framingham High School Black Student Union (BSU) has indicated that the presence of School Resource [Police] Officers in our public schools is intimidating to the students; and

WHEREAS, the BSU believes social justice programs and services to Black and Brown students should reflect an investment in their wellbeing, without the perception of criminality; and

WHEREAS, the Black Lives Matter movement continues to advocate for non-violent protest against police brutality and significantly elevates awareness of the shameful institutional and systemic racism found in our country and community.

NOW, THEREFORE, BE IT RESOLVED:

The Framingham Democratic Committee calls for immediate action to be taken by the appropriate authorities, including:

1. That the Legislature establish a state-wide independent review board similar to the one described in H2068 to review complaints emanating from police actions or procedures and to take appropriate actions based on its findings;
2. That until a state-wide independent review board is established, the City of Framingham establish its own independent board to review complaints and evidence emanating from actions and procedures of Framingham Police Officers and, based on its findings, to make appropriate recommendations to the Chief of Police, the Mayor, and City Council;

3. That the City of Framingham formalize its commitment to diversity and inclusion in its Police Department so that it more accurately reflects the city's diverse population;
4. That the City of Framingham formalize its policy of requiring the widespread use of body cameras for police;
5. That the Legislature reform the judicial doctrine of "qualified immunity" by denying its use unless a Police Officer can show that his or her conduct was reasonable under the circumstances, even in novel cases where the law is not clearly established;
6. That police officers and assistant district attorneys be prohibited from applying for a "no knock" warrant without first obtaining approval by the District Attorney;
7. That the City of Framingham acknowledge that the tragic death of Eurie Stamps is indicative of bias and general lack of empathy toward Black and Brown communities; that excessive use of force is too often reserved for such communities and must end; and that Paul Duncan, the Police Officer who fired the fatal shot and was allowed to remain on the Framingham Police Dept., be dismissed from said Department; and
8. That funding now applied to the School Resource Officers be reallocated and used in the hiring and retention of qualified community and psychological health workers for deployment into the schools to address psycho/social and substance-related issues in our student population.

ADOPTED September 13, 2020



Michael R. Hugo, Chair, Framingham Democratic Committee

To be delivered to:

Senate President Karen Spilka
 Representative Maria Robinson
 Representative Jack Patrick Lewis
 Representative Carmen Gentile
 District Attorney Marian Ryan
 Attorney General Maura Healey
 Yvonne Spicer, Mayor of Framingham
 George King, City Council Chair
 Dr. Adam Steiner, Vice Chair
 Janet Leombruno, Councilor At Large

Christine Long, Dist. 1 Council
 Cesar G. Stewart-Morales, Dist. 2 Council
 Michael Cannon, Dist. 4 Council
 Robert D. Case, Dist. 5 Council
 Phillip R. Ottaviani, Jr., Dist. 6 Council
 Margareth Basilio Shepard, Dist. 7 Council
 John A. Stefanini, Dist. 8 Council
 Tracey A. Bryant, Dist. 9 Council
 Framingham School Committee

Background info from Democratic Committee for 1/5/21

Dear Mr. Chairman,

Thank you for taking time to discuss the presentation of the Framingham Democratic Committee's "Resolution Pertaining to Racial Equity and Social Justice" at you January 5, 2021, meeting.

I am attaching a copy of our resolution for your convenience, and am requesting 7 - 10 minutes to present this.

In addition, I will be accompanied by a family member and/or a representative of the #JusticeForEurie (#JFE) Committee, and we will be asking the Council to pass a resolution declaring March 2, 2021, Eurie Stamps Day in Framingham. While #JFE originally had planned to hold a vigil on January 5th to commemorate the 10th anniversary of Mr. Stamps' death, his family has asked that we commemorate his life (birthday - 3/2/21), rather than his death. We will be working towards establishing a scholarship in Eurie's name, and plan on kicking off our fundraising for this effort on his birthday.

Of course, the Mayor promised the attendees of the vigil held at City Hall in August, that she would start a scholarship for Eurie's memory, and we are still planning to hold her to her word and seek her fundraising assistance as we initiate our efforts. We look forward to working with the Council and Mayor and all of Framingham's businesses to endow this.

Thank you for your assistance and for the Agenda time.

Have a Happy, Healthy and Safe New Year!

Michael Hugo
Chair, Framingham Democratic Committee
Member, #JusticeForEurie Committee

Michael R. Hugo, Chair
Framingham Democratic Committee
28 Savoy Rd.
Framingham, MA 01701
Tel. (617) 448-4888
Fax (617) 607-9655
e/m Framingham.Democrats@gmail.com

At the request of Councilor Janet Leombruno:

Discussion item re: communication plan with the Executive Branch and Legislative Branch

(Mayor's Office and City Council)

TO: Framingham Council
COPY: City Solicitor Christopher J. Petrini
FROM: Rules & Ordinance Subcommittee
DATE: 22 December 2020
RE: Technical amendments for Second Reading

MEMORANDUM

At the first reading of the Bylaw Review Report at our last meeting we mentioned that we would be offering a technical amendment in the second reading to address any scrivener's errors. As such, the Subcommittee voted unanimously to offer the following motion:

Move that the recommendations of the Select Bylaw Review Committee and the Mayor Bylaw Review Committee be adopted as amended by the Ordinance and Rules Subcommittee and further amended by the Council in the first reading, that said adoption thus convert Framingham's bylaws into ordinances, and further, that said adoption shall have no impact on any and all ordinances passed by the Framingham Council over the past three years with each remaining in full force and effect and to be incorporated into these ordinances by the City Clerk in accordance with Article II, Section 2.5 of these proposed ordinances, that these ordinances be submitted forthwith to the nine-member Recodification Committee for more thoughtful structuring, and move further that said Report be amended with the following technical changes:

- a) By inserting before "Article" in Footnote 9 for Article I the word "Charter";
- b) By replacing "4(b)" in Footnote 8 with "4(d)";
- c) By adding at the end of Footnote 1 of Article II the words ", Section 1";
- d) By adding "8" at the beginning of the 8th Footnote in Article II;
- e) By replacing "board, commission or committee" in section 13.4 with "multiple-member bodies";
- f) By replacing references to "Parks and Recreational Department, Recreation & Culture Division" in Section 18 and 18.1 with "Parks, Recreation & Cultural Affairs Division";
- g) By inserting before "Article II" in Footnote 14 of Article II the word "Charter";
- h) By adding at the end of Footnotes 1 through 11 of Article III "Section" and then by adding the number 1 to 11, respectively;
- i) By adding a footnote to Section 14 of Article III stating "as required by Charter Article IX Section 18";
- j) By replacing references to "Division Director" in Article IV with "Division Head";
- k) By replacing in Article I, Sections 2.2.3 and 2.2.4 under Term of Office the term "Three Years" with the word "Indefinite"; and,
- l) By replacing references to "Board of License" in Article VIII with "Board of License Commissioners".

Lastly, we have reviewed these changes with the City Solicitor and he is in complete agreement with them. These changes are in addition to the amendment offered by Councilor Stewart-Morales in the First Reading that made the following changes:

- In Article I, Section 2.4 by deleting after “mayor” next to “Cable Advisory Committee” the words “subject to review by council”; and,
- In Article V, Section 13.3 by replacing “Board of Health” with “Mayor”.

We look forward to our discussion on this matter.

Article I

General Provisions Applicable to All Positions and Multiple-member Bodies

Article I: General Provisions Applicable to All Positions and Multiple-member Bodies

Section 1. Definitions¹

1.1 Words and Phrases

Unless another meaning is provided in a specific section of these ordinances or is apparent from the manner in which the word or phrase is used, the following words and phrases as used in these ordinances shall have the following meanings:

“Charter”: Framingham Home Rule Charter and any adopted amendments to it.

“Department Director”: any official responsible for running a department of the municipality who reports to a Division Head.

“Division Head”: any official who manages department directors or who reports directly to the mayor.

“Emergency”: a sudden, unexpected, unforeseen happening, occurrence or condition which necessitates immediate action or response.

“Ex-Officio”: by virtue or because of an office without the right to vote.

“Full council”, “full school committee” or “full multiple-member body”: the entire authorized complement of the council, school committee or other multiple-member body notwithstanding any vacancy which might exist.

“General Laws” or “general laws”: laws enacted by the state legislature which apply alike to all cities and towns, to all cities, or to a class of 2 or more cities and towns of which Framingham is a member.

“Initiative measure”: a measure proposed by the voters through the initiative process provided under this charter.

“Local newspaper”: a newspaper of general circulation within Framingham, with either a weekly or daily circulation, or, except with regard to publication required by general law, local media website.

“Majority vote”: when used in connection with a meeting of the council, school committee or a multiple-member body, shall mean a majority of those present and voting, unless another provision is made by general law or ordinance.

“Measure”: any ordinance, order, or other vote or proceeding adopted, or which might be adopted by the council or the school committee.

“Municipal or municipality”: the City of Framingham.

“Municipal agency”: any multiple-member body, department, division or office of the City of Framingham, but not including the council or school committee.

“Municipal bulletin board”: a bulletin board, including an electronic monitor, on which the city clerk posts official notices of meetings and upon which other official municipal notices are posted, and any other bulletin boards, including electronic monitors, at any other locations that may be designated municipal bulletin boards by the council, and the official website of the municipality.

“Municipal Notification List”: A notification list that residents may voluntarily join, maintained by the citizen participation officer, to inform residents of upcoming meetings, employment or vendor opportunities, municipal activities or other timely information by automatic electronic means.

“Municipal officer”: when used without further qualification or description, a person having charge of an office in accordance with Article II, Section 1.10, or who in the exercise of the powers or duties of that position exercises some portion of the sovereign power of the municipality.

“Multiple-member body”: any board, commission, committee, subcommittee or other body consisting of two or more persons whether elected, appointed or otherwise constituted, but not including the council, the school committee, or executive ad hoc or working groups advisory to the mayor.

“Ordinance”: any rule, law or regulation adopted by the municipality in accordance with this charter.

¹ Text from Charter Article I, Section 7

Article I: General Provisions Applicable to All Positions and Multiple-member Bodies

“Organization plan” or “reorganization plan”: a plan submitted by the mayor to the council which proposes the abolition or consolidation of one or more municipal agencies, including the reassignment of functions from one agency to another, or the establishment of one or more new municipal agencies as deemed necessary to deliver one or more municipal services.

“Posted on the municipal bulletin board”: the placing of an item, on paper or in electronic format, on the municipal bulletin board in order to provide notice to the public until the period of notice has expired or fourteen days, whichever is longer. Large posts may be limited to the first page with a note that the entire document is available on location for inspection.

“Quorum”: a majority of the full multiple-member body, full council or full school committee unless some other number is required by applicable law or by ordinance.

“Referendum”: a measure adopted by the council or the school committee that is protested under the referendum procedures of this charter.

“Resolution”: a formal expression of opinion or a ceremonial declaration voted by the council not requiring the signature of the mayor and having no force of law.

“Salary”: total compensation or other emolument payable from the municipal treasury for services, including, but not limited to, payment for benefits, incentives, bonuses or expenses.

“Stipend”: a fixed sum of money paid periodically for services or to defray expenses, not including any other form of compensation.

“Special act”: a law enacted by the state legislature which applies only to Framingham.

“Voter”: registered voter of the City of Framingham.

1.2 Number and Gender²

Words importing the singular number may extend and be applied to several persons or things; words importing the plural number may include the singular. Any reference to the masculine gender is intended to include the feminine, and any reference to the feminine gender is intended to include the masculine.

1.3 References to General Laws³

All references to General Laws contained in the charter refer to the General Laws of the Commonwealth of Massachusetts and are intended to refer to and to include any amendments or revisions to those chapters or sections or to the corresponding chapters and sections of any rearrangement, revision or recodification of such statutes enacted or adopted subsequent to the adoption of this charter.

1.4 Computation of Time⁴

In computing time under this charter, the day of the act or event after which the designated period of time begins to run shall not be included. The last day of the period shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall be extended to the next day which is not a Saturday, Sunday or legal holiday. When the period of time designated is less than seven (7) days, intermediate Saturdays, Sundays and legal holidays shall not be included; when the period is seven (7) days or more, every day shall be counted.

Section 2. Elected Officials, Municipal Officers, and Multiple-Member Bodies

2.1 The elected officials in the City pursuant to the Charter shall be the Mayor, At-Large- and District-Councilors, School Committee members, Library Trustees, and Cemetery Trustees, elected as described in Section 2.3.1 below, and the appointed multiple-member bodies as set forth in Section 2.3.4 below. Any registered voter of Framingham shall be eligible to hold any of these municipal offices.

2.2 The City shall have appointed positions that are considered a Division Head, Department Director, and other appointed staff positions.

² Text from Charter Article IX, Section 8

³ Text from Charter Article IX, Section 9

⁴ Text from Charter Article IX, Section 10

Article I: General Provisions Applicable to All Positions and Multiple-member Bodies

Whenever a vacancy occurs, or is about to occur, in any municipal employment, except for positions covered by the civil service law, the appointing authority shall immediately cause public notice of the vacancy, or impending vacancy, to be posted on the municipal bulletin board for a period of not less than fourteen (14) days. Any person who desires to be considered for employment may file with the appointing authority a statement in clear and specific terms setting forth the person's qualifications for the position. No permanent employment shall be effective until at least fourteen (14) days have elapsed following the posting.⁵

The following positions appointed by the indicated authority for the stated terms are considered Municipal Officers of the City, and, the positions in section 2.2.1 with an asterisk (*) after the title are considered "Designated Municipal Officers" for purposes of the ethics reporting requirements of Section 11 herein, unless indicated otherwise.

All appointments and promotions shall be made on the basis of merit and fitness demonstrated by examination, past performance, or by other evidence of competence and suitability. Each person appointed to fill an office or position shall be a person especially fitted by education, training and previous experience to perform the duties of the office or position for which chosen.⁶

2.2.1 Division Heads

<u>Position</u>	<u>Appointing Authority</u>	<u>Term of Office</u>
Administration and Finance/ Chief Financial Officer *	mayor	Coterminous with mayor
Cemetery Director	mayor, as recommended by the Cemetery Trustees	Three Years
Chief of Police	mayor subject to review by council	Three Years
Chief Operating Officer *	mayor	Coterminous with mayor
Citizen Participation Officer (new)	mayor subject to review by council	Coterminous with mayor
City Solicitor	mayor	Coterminous with mayor
Director of Capital Project & Facilities Management	mayor subject to review by council	Three Years
Director of Human Resources	mayor subject to review by council	Three Years
Director of Inspectional Services/ Building Commissioner	mayor subject to review by council	Three Years
Director of Parks and Recreation	mayor subject to review by council	Three Years
Director of Planning and Community Development	mayor subject to review by council	Three Years
Director of Public Health	mayor subject to review by council	Three Years

⁵ Text of Charter Article IX, Section 14

⁶ Text of Charter Article III, Section 3(a)

Article I: General Provisions Applicable to All Positions and Multiple-member Bodies

<u>Position</u>	<u>Appointing Authority</u>	<u>Term of Office</u>
Director of Public Works *	mayor subject to review by council	Three Years
Fire Chief	mayor subject to review by council	Three Years
Library Director	mayor, as recommended by the Library Trustees	Three Years
Housing Authority Executive Director	Housing Authority	Three Years
Superintendent of Schools	School Committee	By contract pursuant to G.L. c. 71, §41

2.2.2 Department Directors

<u>Position</u>	<u>Appointing Authority</u>	<u>Term of Office</u>
Callahan Senior Center Director	mayor	Three Years
Chief Assessor	mayor	Three Years
Chief Procurement Officer *	mayor	Three Years
City Accountant	mayor	Three Years
Director of Media Services	mayor	Three Years
Director of Technology Services	mayor	Three Years
City-Owned Buildings Director	Mayor	Three Years
Treasurer-Collector	Mayor	Three Years
Veterans Benefits and Services Director	mayor	Three Years

2.2.3 Other Municipal Officers

<u>Position</u>	<u>Appointing Authority</u>	<u>Term of Office</u>
Animal Control Officer	Police Chief	Indefinite
Assistant City Clerk	City Clerk subject to review by council	Coterminous with City Clerk
Auditor	council	Indefinite
City Clerk	council	Indefinite
City Engineer	Public Works Division Head	Indefinite
Licensing Administrator	Board of License Commissioners	Indefinite
Sealer of Weights and Measures	Inspectional Services Division Head	Indefinite
Secretary of the Council	council	Indefinite

Article I: General Provisions Applicable to All Positions and Multiple-member Bodies

2.2.4 Other Staff Positions

The following positions appointed by the indicated authority, subject to the consent of the Mayor, for the stated terms and are not considered Municipal Officers of the City.

<u>Position</u>	<u>Appointing Authority</u>	<u>Term of Office</u>
Assistant Town Engineer	Public Works Division Head	Indefinite
Conservation Administrator	Planning and Economic Development Division Head	Indefinite
Constables	mayor	Indefinite
Director of Emergency Management (Not a separate position)	mayor	Indefinite See Article V, Section 4
Fair Housing Officer	Human Resources Division Head	Indefinite
Fence Viewer (2) – MGL Ch.49, Sec.1	Inspectional Services Division Head	Indefinite
Historian (Not a paid position)	mayor	Indefinite
Human Services Policy and Program Coordinator	Human Resources Division Head	Indefinite
Insect Pest Control Officer	Public Health Division Head	Indefinite
Planning Board Administrator	Planning and Economic Development Division Head	Indefinite
Tree Warden	Public Works Division Head	Indefinite

2.3 The City shall have municipal officials and multiple-member bodies that are elected or appointed. The mayor is an Ex Officio member of every multiple-member body with the right to attend and participate in any meeting at any time, including executive sessions. The mayor is also an Ex Officio member of the School Committee, but shall only vote to break a tie and is ineligible to serve as the School Committee’s chair, vice-chair or clerk.

2.3.1 The following municipal officials are elected with the indicated number of members for the stated terms and each with an asterisk (*) after the title is considered “Designated Municipal Officers” for purposes of the ethics reporting requirements of Section 11 herein:

<u>Municipal Official</u>	<u>Number of Members</u>	<u>Term of Office</u>	<u>Number Elected/Election Year</u>
Mayor *	1	4 years	One at 1 election Zero in next election
At-large Councilors *	Two	Four Years	Two at 1 election Zero in next election
District Councilors *	Nine	Two Years	Nine in each election
Library Trustees	Twelve	Four Years	Six in 1 elections Six in next election

Article I: General Provisions Applicable to All Positions and Multiple-member Bodies

<u>Municipal Official</u>	<u>Number of Members</u>	<u>Term of Office</u>	<u>Number Elected/Election Year</u>
Cemetery Trustees (Trustees of the Edgell Grove Cemetery and other municipal cemeteries)	Five	Four Years	Three in 1 elections Two in next election
School Committee *	Nine	Two Years	Nine in each election

2.3.2 Stipends or Salary for Elected Officials

No elected official in Section 2.3.1 above, shall receive a stipend, salary or emolument payable from the municipal treasury for performance of the duties for which that person was elected with the exception of the mayor, Councilors and School Committee Members. The mayor shall receive an annual of salary as the annual salary for the position as town manager as of December 31, 2016⁷ or \$187,679, and Councilors and School Committee members shall each receive an annual stipend of \$5,000, with each of their respective chairs receiving an annual stipend of \$7,500. Subject to appropriation by the council, the mayor shall be entitled to reimbursement of the actual and necessary expenses incurred in the performance of the duties of the office.⁸

2.4 The following public bodies are appointed with the members appointed by the indicated authority for the stated terms. All appointments to multiple-member bodies, with the exception of the board of assessors, must be residents of Framingham. The appointing authority shall strive to the extent practicable to seek appointees to such committees, boards, commissions and/or offices from the entire town, reflecting both demographic and geographic diversity of membership.⁹

<u>Board</u>	<u>Number of Members</u>	<u>Term of Office</u>	<u>Appointing Authority</u>	<u>Number Appointed/Yr.</u>
Agricultural Advisory Committee	Five	Three Years	mayor subject to review by council	Two in two years
	Up to four alternates	Three Years		One in one year See Art. II, Sec. 24
Bicycle and Pedestrian Advisory Committee	Seven	Three Years	mayor subject to review by council	Three in 2 years One in 1 year
Board of Assessors	Three (Framingham residency not required)	Three Years	mayor, subject to review by council	One in 3 years
Board of Health – G.L. c. 111, §26	Three	Three Years	mayor subject to review by council	One per year
Board of Licensing Commissioners (Article II, Section 29)	Five w/Chair, Vice Chair and Clerk designated by mayor from members	Three Years	mayor subject to review by council	Two in 2 years One in 1 year

⁷ Text from Charter Article X, Section 7(k)

⁸ Text from Charter Article II, Section 4(b) and Article III, Section 1(d)

⁹ Text adapted from Charter Article III, Section 3(b)

Article I: General Provisions Applicable to All Positions and Multiple-member Bodies

<u>Board</u>	<u>Number of Members</u>	<u>Term of Office</u>	<u>Appointing Authority</u>	<u>Number Appointed/Yr.</u>
Cable Advisory Committee	Five	Three Years	mayor	Two in 2 years One in 1 year
Capital Improvement Committee	Five	Three Years	mayor subject to review by council	
Charter Review Committee	Eleven members	See Article IX, Section 5 of Charter	mayor council school committee	Five in years ending in 3 Three in years ending in 3 Three in years ending in 3
Community Development Committee	Seven	Three Years	mayor subject to review by council	Three in 1 year Two in 2 years
Conservation Commission	Seven	Three Years	mayor subject to review by council	Two in 2 years Three in 1 year
Council on Aging	Seven to Eleven	Three Years	mayor subject to review by council	See Art. II, Sec 13
Cultural Council	Five to Twenty-Two	Three Years (maximum of six consecutive years)	mayor subject to review by council	2-8 in 1 year 2-7 in 1 year 1-7 in 1 year
Cushing Memorial Chapel Advisory Committee	Eight Residents, One from FHC	Three Years Three Years	mayor subject to review by council mayor subject to review by council	Three in 2 years Two in 1 years One in 1 year
	Dir. Facilities Management	--	--	--
Disability Commission	Nine	Three Years (see Article II, Section 23)	mayor subject to review by council	Three
Economic Development and Industrial Corporation	Seven	Three Years	mayor subject to review by council	See Chapter 124 of the Acts of 1995
Elderly & Disabled Tax Fund Committee (see G.L. c. 60, §3D)	Three Treasurer Chief Assessor	Three Years (was Indefinite) -- --	mayor subject to review by council -- --	One in 3 years -- --
Fair Housing Committee	Nine	Three Years	mayor subject to review by council	Three in 3 years Three in 1 year

Article I: General Provisions Applicable to All Positions and Multiple-member Bodies

<u>Board</u>	<u>Number of Members</u>	<u>Term of Office</u>	<u>Appointing Authority</u>	<u>Number Appointed/Yr.</u>
				One in 1 year
	One representative from Community Development	One Year	mayor subject to review by council	One in 1 year
	Three representatives from Housing Authority	One Year	Housing Authority	Three in 1 year
Framingham Emergency Management Agency (FrEMA)	As necessary	Three years	mayor subject to review by council	See Article V, Section 4
Historical Commission	Minimum Three, Maximum Seven	Three Years	mayor subject to review by council	Approximately One-Third
Historic District Commission	Seven Members	Three Years	mayor subject to review by council	Two in 2 years Three in 1 year
	Up to Five Alternate members	One Year	mayor subject to review by council	Up to Five in 1 year
Housing Authority (previously elected) (see G.L. c. 121B, §5)	Four	Five Years	mayor subject to review by council	One in 1 st year (2018) One, who is a tenant, in 2 nd year (2019) Zero in 2020 (appointment year for DHCD member) One in 4 th year (2021) One in 5 th year (2022), and thereafter, as terms of mayoral appointments expire
	One	Five Years	DHCD (or mayor subject to review by council if DHCD does not appoint a member within 120 days of when vacancy is created in position)	One in 3 rd year (2020), and thereafter as term of DHCD appointment expires

Article I: General Provisions Applicable to All Positions and Multiple-member Bodies

<u>Board</u>	<u>Number of Members</u>	<u>Term of Office</u>	<u>Appointing Authority</u>	<u>Number Appointed/Yr.</u>
Human Relations Commission	Thirteen	Three Years	mayor subject to review by council	Five in 1 year; Four in 2 years
Keefe Regional Vocational School Committee	Eight	Three years	mayor subject to review by council	Three in 2 years Two in 1 year *subject to transition provision of Article X, Section 7(b) of the Charter
Local Emergency Planning Committee (LEPC)	As necessary	Three years	mayor subject to review by council	See Article V, Section 4
Loring Arena Committee	Seven	Three years	mayor subject to review by Council	Three in 1 years Two in 2 years
Metrowest Area Planning Council	One	One year	Mayor subject to review by Council	One year
Ordinance Recodification Committee	Nine members	See Article IX, Section 6 of the Charter	mayor council	Five members in years ending in 5 or 0 Four members in years ending in 5 or 0
Park and Recreation Commission	Five	Three years	mayor subject to review by council	Two in 2 years One in 1 year
Planning Board (previously elected)	Five	Three years	mayor subject to review by council	Two in 2 years One in 1 year
Planning Board Associate Member	One	One	mayor subject to review by council	As needed
Police Advisory Committee	Seven	Three years	mayor subject to review by council	Two in 2 years Three in 1 year
Registrar of Voters (See G.L. c. 51, §15)	Three	Three Years	mayor subject to review by Council	Two in 1 year One in 1 years Maintaining balance of two leading political parties
Retirement Board (see G.L. c. 32, §20)	City Clerk	--	--	--
	City Auditor	--	--	--
	One	Three Years	mayor subject to review by council	

Article I: General Provisions Applicable to All Positions and Multiple-member Bodies

<u>Board</u>	<u>Number of Members</u>	<u>Term of Office</u>	<u>Appointing Authority</u>	<u>Number Appointed/Yr.</u>
	Two	Three Years	Elected by Retirement System Members and Retirees	One in 2 years Zero in 1 year
	One (not a City employee, retiree or official)	Three Years	Appointed by Other Four Retirement Board Members	One in 1 year
Sign Review Board (see Section 1.12 of Sign Bylaw)	Three	From ZBA Associate Members	mayor subject to review by council	--
Strategic Initiative & Financial Oversight Committee (Article II, Section 9)	Nine (one of mayoral appointments designated as chair)	Three Years Three Years Three Years	council School Committee mayor	One in 3 years One in 3 years One in 3 years
Traffic Commissioners (Article II, Section 10)	Four residents from designated areas of the City	Three Years	mayor (Chair and vice chair appointed by commission members)	One in 2 years Two in 1 year
	Police Chief	--	--	--
	Fire Chief	--	--	--
	Public Works	--	--	--
	Director	--	--	--
	Superintendent of Schools	--	--	--
Veteran Council	Seven	Three years	mayor subject to review by council	Two in 2 years Three in 1 year
	FSU Rep	Three years	mayor subject to review by council	One in 1 year
	MassBay CC Rep	Three years	mayor subject to review by council	One in 1 year
	VSO	--	--	--
Youth Council	Thirteen	Three years	11 nominated by each councilor and ratified by council 2 appointed by mayor	
Zoning Board of Appeals	Three	Three Years	mayor subject to review by council	One

Article I: General Provisions Applicable to All Positions and Multiple-member Bodies

<u>Board</u>	<u>Number of Members</u>	<u>Term of Office</u>	<u>Appointing Authority</u>	<u>Number Appointed/Yr.</u>
Zoning Board of Appeals Associate Members	Four	One Year	mayor subject to review by council	Four

2.5 All appointments shall be in accordance with the Charter and any applicable Personnel Ordinance, and shall be for an indefinite period unless otherwise stated in these Ordinances or in the General Laws of the Commonwealth of Massachusetts.

All employees of multiple-member bodies shall be appointed by the mayor, unless otherwise stated in these Ordinances or in the General Laws of the Commonwealth of Massachusetts.

Except as stated above or in the following, all employees of the City shall be appointed by a Division Head or Department Director, subject to the consent of the mayor.

Employees of the following governmental bodies shall be appointed by the indicated authority:

<u>Body Name</u>	<u>Appointing Authority</u>
Library	Library Division Head, subject to the consent of the mayor
Cemetery	Cemetery Division Head, subject to the consent of the mayor
Housing Authority	Housing Authority, subject to the consent of the mayor
School Department	Superintendent of Schools on behalf of the School Committee
School Department - specially designated positions	School Committee

Section 3. Office Hours and Meeting Times

- 3.1** All Municipal Officers and Multiple-member Bodies having permanent clerical assistance shall keep their offices open for public business from 8:30 a.m. to 5:00 p.m. every weekday except as authorized by the mayor.
- 3.2** All Municipal Officers and Multiple-member Bodies shall notify the City Clerk of their organization and office hours or time of stated meetings.
- 3.3** All meetings of all boards and committees elected or appointed, except the Framingham Retirement Board, Council on Aging, Registrars of Voters, Cemetery Trustees, Veterans Council, Board of Assessors, Disability Commission, Elderly and Disabled Tax Relief Committee, Youth Council, and any School Council, shall commence no earlier than 7:00 p.m., except in emergency situations and for executive sessions, and for such emergency meetings and executive sessions the first order of business shall be the recording of the nature of the meeting. This provision shall not apply to any subcommittee, task force, or working group of an elected or appointed board, so long as the subcommittee, task force, or working group is not comprised of a quorum of members of the elected or appointing board.

Section 4. Financial Provisions and Contracts

- 4.1** Whenever any work is to be done, the whole, or a portion of which is to be paid for by private parties, the officer in charge of such work shall, before proceeding on such work, require a deposit of the estimated expense with the Treasurer, and on the completion of the work, the Treasurer shall retain the cost of such work and return the balance, if any, to the depositor.
- 4.2** All contracts entered into by, for or on behalf of the City by any officer or municipal agency are subject to the approval of the mayor.¹⁰

¹⁰ Text of Charter Article VI, Section 10

Article I: General Provisions Applicable to All Positions and Multiple-member Bodies

- 4.3** No contract, involving an obligation of the City exceeding the sum of five hundred dollars (\$500) shall be binding upon the City unless it is in writing and signed, prior to the commencement of performance thereof by the mayor or the mayor's designee.
- 4.4** No contract on behalf of the City extending beyond three years from the date thereof shall be made unless specific authority to do so has been given by vote of the council; with the exception of energy usage contracts, which may be contracted for a term of up to five years without a council vote provided applicable procurement rules and regulations are followed.
- 4.5** Whenever any property of the City valued at two hundred dollars (\$200) or more is to be sold, it shall be sold at public auction, after not less than seven days' notice in one or more newspapers published in the City, unless the council shall vote otherwise.
- 4.6** No contract for construction work, for the purchase of apparatus, supplies or materials or for the collection of garbage, ashes, or rubbish, the estimated cost of which amounts to four thousand dollars (\$4,000) or more, shall be awarded, except in cases of special emergency involving the health or safety of the people or their property, unless proposals for the same have been invited by advertisements in at least one newspaper published in the City once a week for at least two consecutive weeks, the last publication to be at least one week before the time specified for the opening of said proposals. Such advertisement shall state the time and place where plans and specifications of the proposed construction work or the proposed purchase or for the proposed collection of garbage, ashes or rubbish, as the case may be, may be had and the time and place for opening the proposals in answer to said advertisements and shall reserve to the City the right to reject any or all such proposals. All such proposals shall be sealed and shall be opened in public at the time and place specified therefore. No bill or contract shall be split or divided for the purpose of evading any provision of this Ordinance.
- 4.7** Fees and fines assessed by all officers and departments of the City received from all sources shall be turned over to the City Treasurer.
- 4.8** Budgets for all Municipal Officers, Multiple-member Bodies, and Departments shall be as appropriated by council.

Section 5. Affirmative Action

- 5.1** Definitions
- 5.1.1** The term "agency" includes any board, bureau, commission, committee, department or other agency of the City of Framingham including the School Committee.
- 5.1.2** The term "contract" includes any contract, sub-contract or other agreement.
- 5.1.3** The term "contractor" includes any contractor and his sub-contractors, any other sub-contractor or other contracting party.
- 5.1.4** The term "bidder" includes any bidder, sub-bidder or prospective contractor and his sub-contractors, any other sub-contractor or other contracting party.
- 5.2** No agency shall enter into any contract for the purchase of goods or services or for the construction, maintenance, renovation or repair of any building, structure, street, way, utility or other public work with any contractor which does not take affirmative action to provide equal employment opportunity for all qualified persons without regard to race, color, religious creed, national origin, ancestry, sex, gender identity, age, disability, sexual orientation, genetics, status as an active member of the armed forces of the United States, or any other protected class recognized under state or federal law ("protected class status").
- 5.3** Each bidder and contractor shall include with all bids and all compliance and progress reports submitted to any town agency a report which shall include:
- 5.3.1** A certificate stating that he is currently in compliance with the provisions of Massachusetts General Laws, Chapter 151B governing non-discrimination in employment, and setting forth the affirmative action he is currently undertaking and will undertake during the contract period to

Article I: General Provisions Applicable to All Positions and Multiple-member Bodies

provide equal employment opportunity for all qualified persons without regard to protected class status; and

- 5.3.2** A statement in writing, with supporting information, signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs with which the bidder or contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of any protected class status, provided, in the event that the union or other agency shall refuse to execute such a statement, the bidder or contractor need only so certify in writing.
 - 5.3.3** A copy of any such report shall be filed in the office of the City Clerk and shall upon said filing become a public record.
- 5.4** Every agency shall include in every contract hereinafter entered into for the purchase of goods or services or for the construction, maintenance, renovation or repair of any building, structure, street, way, utility or other public works the following provisions:
- 5.4.1** During the performance of this contract the contractor agrees as follows:
 - 5.4.1.1** The contractor will take affirmative action to ensure that employees are solicited and employed, and that the employees are treated during employment, without regard to any protected class status.
 - 5.4.1.2** The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to any protected class status.
 - 5.4.1.3** The contractor and sub-contractors will include the provisions of subsections 4.4.1.1 and 4.4.1.2 above in every sub-contract or purchase order.
 - 5.4.2** If the contracting agency determines that any contractor is not in compliance with these contract provisions, the contracting agency shall take one or more of the following actions:
 - 5.4.2.1** Order the contract terminated in whole or in part.
 - 5.4.2.2** Permit continuation of the contract upon the submission of a specified program for immediate compliance.
 - 5.4.2.3** Assess liquidated damages of \$50 for each day that the contractor is found not to be in compliance.
 - 5.4.2.4** Withhold payments to the contractor under the contract until he is in compliance.
 - 5.4.2.5** Declare the contractor ineligible to bid on future contracts with that agency until the agency finds that such contractor has established and is implementing an affirmative action program.
- 5.5** As used in this section affirmative action means positive steps to ensure all qualified persons equal employment without regard to any protected class status at all stages of the employment process, recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to the following:
- 5.5.1** Inclusion in all solicitations and advertisements for employees of a statement that the contractor is an "Equal Opportunity Employer".
 - 5.5.2** Placement of solicitations and advertisements for employees in media that reaches minority groups.
 - 5.5.3** Notification in writing of all recruitment sources that the contractor solicits the referral of applicants without regard to any protected class status.
 - 5.5.4** Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist in recruitment efforts.

Article I: General Provisions Applicable to All Positions and Multiple-member Bodies

- 5.5.5 Participation in, or establishment of apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups.
- 5.5.6 Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on protected class status.
- 5.5.7 Review of selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of any protected class status.

In determining whether the steps taken or proposed by any bidder or contractor constitute affirmative action under this section, the agency shall take into account the relevant characteristics of the bidder or contractor, the number of persons he employs, and the location of his principal and branch offices.

5.6

- 5.6.1 The Human Relations Commission shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a City contractor, sub-contractor or supplier which allege discrimination contrary to this law and may on its own initiative investigate employment practices of a City contractor, sub-contractors or supplier. Findings and determinations on such investigations, together with the records and recommendations, shall be reported by the Human Relations Commission to the mayor and the contracting agency concerned.
- 5.6.2 The Human Relations Commission shall cooperate with the mayor and with each contracting agency by providing assistance in reviewing affirmative action plans, and to contractors seeking qualified minority group employees, and shall itself seek such employees.
- 5.6.3 The Human Relations Commission, where it deems appropriate, shall recommend to the Massachusetts Commission Against Discrimination, the Equal Employment Opportunity Commission, the U. S. Secretary of Labor, the City Solicitor, or the U. S. Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964 and applicable City and State Laws.

- 5.7 The provisions of this Section shall not apply to any contract for less than five thousand dollars or to bidders and contractors employing fewer than six persons; provided that where the contract is for less than five thousand dollars, but not less than two thousand dollars, any agency may apply the provisions of this Section to any contract, bidder, or contractor.

Section 6. General Provisions

- 6.1 No elected or appointed Municipal Officer may represent a client before any Municipal Officer or Multiple-member Body.
- 6.2 Every person who is elected, including those elected by the council, or appointed to an office of the municipality, shall receive a certificate of such election or appointment from the city clerk. Except as otherwise provided by law, every person who is elected, including those elected by the council, or appointed to an office of the municipality, before performing any act under such appointment or election, shall take and subscribe to an oath to qualify to enter upon the duties of the office. A record of this oath shall be kept by the city clerk and shall be open to the inspection of the public.¹¹
- 6.3 Permanent officers, board members and committee members of the City appointed for specific terms shall hold office from the first day of January of the year of such appointment, or from the date of appointment and qualification when such appointment is to a new position or fills the expired or unexpired term of a previous office holder and shall continue in office for the specified term or until a successor has been appointed and has been qualified under the Ordinances.

¹¹ Text of Charter Article IX, Section 12

Article I: General Provisions Applicable to All Positions and Multiple-member Bodies

- 6.4** Deleted.
- 6.5** Any voter shall be eligible to hold any elective City office, subject to district residency requirements for council and school committee members, but no person holding any elective City office shall simultaneously assume any other elective City office. The prohibition against holding two elective City offices simultaneously shall not apply if one office is that of elected Charter Commission Member.
- 6.6** All cars owned by the City of Framingham shall be designated by a circular label not less than six inches in diameter bearing the words "City of Framingham", and the name of the City Department.
- 6.7** Whenever the council or the mayor shall establish a Multiple-member Bodies, unless the term of office of members be otherwise so stated, the term of office of each appointee thereto shall expire upon the appointment of a replacement member. However, nothing herein shall prevent the council or the mayor from designating a longer term of office or extending the same to a later date, nor shall the provisions herein be applied in any manner contrary to other provisions of law.
- 6.8** In any instance wherein the majority of a Multiple-member Bodies appointed by act of the council or the mayor votes that the appointing authority replace one or more members of such Multiple-member Bodies, the appointing authority shall have the power to revoke a previous appointment and the same shall be effective upon notice of the revocation being mailed, postage pre-paid, to the last known address of each appointee to be notified. Nothing herein shall require either the council or the mayor to withdraw or revoke said appointments, nor shall the provisions herein be applied in any manner contrary to other provisions of law.
- 6.9** Each Multiple-member Body shall provide some period of time at each of its meetings for members of the public to ask questions, state opinion and otherwise exchange information with the body, except for executive sessions.
- 6.10** Each Multiple-member Body shall provide for keeping of minutes of its meetings. Each Multiple-member Bodies shall provide minutes to the City Clerk in a timely manner according to Open Meeting Law (MGL, c.30A, sec. 18-25) practices of posting meeting minutes. All members present and all members absent shall be listed in minutes.
- 6.10.1** All votes taken shall be reported in the minutes. For elected boards, the minutes shall include the name and vote of each member voting.
- 6.10.2** The minutes of each public meeting of a Multiple-member Bodies shall be prepared by the clerk or his or her designee of the respective Multiple-member Bodies, and sent to the City Clerk within ten (10) days, not including weekend days or holidays, following the next meeting of the Multiple-member Bodies; but not later than 45 days after the date when the meeting was held. The minutes shall indicate whether they have or have not been approved by the Multiple-member Body when submitted to the City Clerk. If a meeting is cancelled, or if no quorum is present at a scheduled meeting, the City Clerk shall be notified and minutes do not have to be provided.
- 6.10.3** The City Clerk shall log the receipt of minutes and send them to the Framingham Public Library in hard copy form, where they shall be kept for a period of seven (7) years. If minutes are provided to the City Clerk in electronic form and they have been prepared according to the standards defined by the Framingham webmaster, they shall be posted on the Framingham website in addition to being sent to the library.
- 6.10.4** The City Clerk shall note the receipt of minutes. If after 45 days from the date of a posted public meeting of a Multiple-member Bodies, the City Clerk has not received a copy of the minutes, then the City Clerk shall notify the chairperson of the Multiple-member Bodies that the minutes have not been received.
- 6.11** A Multiple-member Bodies may hold an executive session according to the Open Meeting Law (MGL, c. 30A, sec. 18-25) practices and shall provide for keeping of minutes of executive sessions.
- 6.11.1** A Multiple-member Bodies shall notify the City Clerk of all executive sessions that were held or will be held. If a Multiple-member Bodies adjourns a public meeting to go into executive session

Article I: General Provisions Applicable to All Positions and Multiple-member Bodies

the City Clerk shall be so notified so that the executive session can be entered into the City Clerk's log of meetings.

- 6.11.2** When a Multiple-member Bodies adjourns a public meeting to go into executive session the minutes of that public meeting shall indicate the reason of the executive session and the vote by each member to go into executive session.
- 6.11.3** Minutes of an executive session shall indicate the attendance at such meeting and how each member voted when a vote is taken. Minutes of an executive session may be withheld from the public record until they are released by a vote of the Multiple-member Bodies.
- 6.11.4** Annually the chair shall request that the board, committee or commission vote to release previous minutes of executive sessions, or portions thereof, as a public record or to retain minutes of previous executive sessions as non-public records.
- 6.11.5** Executive session minutes of a Multiple-member Bodies, appropriately marked, shall be kept by the clerk of the Multiple-member Body; or shall be stored at the office of the Multiple-member Body, if available; or shall be sent to the City Clerk who shall store these minutes separate from minutes of public sessions. For executive session minutes that have not yet been released, the City Clerk shall maintain a log and may only release a copy to the chair of the Multiple-member Body and shall do so when requested.
- 6.11.6** Executive session minutes of Multiple-member Bodies that involve the City Solicitor shall be reviewed by the City Solicitor before being released. Release of executive session minutes of Multiple-member Bodies that involve meetings with the City Solicitor must be approved by the mayor to waive the attorney-client privilege for specific communications.
- 6.12** Each Multiple-member Body shall provide a report of its activities to the mayor for publication in the Annual Report by the date and in the format established by the mayor.
- 6.13** The City Clerk shall update the tables in Section 2 of this Article as Officers, Boards and Committees are created or deleted pursuant Massachusetts general laws.
- 6.14** At least 60 days before the expiration of an appointee's term, an appointing authority shall provide a public posting that a term of an appointment will expire and a new appointment will be made.

Section 7. Uniform Procedures Governing Multiple-member Bodies¹²

- 7.1** Meetings: All multiple-member bodies of the municipality, whether elected, appointed or otherwise constituted, shall meet regularly at such times and places as they may, by their own rules prescribe, unless some other provision is made by ordinance or by law. Special meetings of any multiple-member body shall be held on the call of the chair or by one-third (1/3) of the members thereof by written notice delivered in hand to each member or to the place of residence of each member at least forty eight (48) hours in advance of the time set, which shall contain notice of the subjects to be acted upon. A copy of the notice shall also be posted on the municipal bulletin board. Except as may otherwise be authorized by law, all meetings of all multiple-member bodies shall at all times be open to the public.
- 7.2** Rules: Each multiple-member body shall determine its own rules and order of business unless another provision is made by charter, ordinance or by law, and shall provide for keeping of the minutes of its proceedings. These rules shall be a public record and copies shall be placed on file in the office of the city clerk and posted on the municipal bulletin board.
- 7.3** Voting: If requested by any member, any vote of any multiple-member body shall be taken by a call of the roll and the vote of each member shall be recorded in the meeting minutes, but if the vote is unanimous, only that fact need be recorded, unless otherwise required by law.
- 7.4** Quorum: A majority of the members of a full multiple-member body shall constitute a quorum. Unless some other provision is made by law, by ordinance or by the multiple-member body's own rules while a

¹² Text from Charter Article IX, Section 7

Article I: General Provisions Applicable to All Positions and Multiple-member Bodies

quorum is present, except on procedural matters, a majority of the full membership of the body shall be required to adopt any vote representing an exercise of the powers of the multiple-member body.

Section 8. Limitation on Office Holding¹³

No person shall simultaneously hold more than one full-time municipal office or position of employment. Any hours worked in any part-time position shall not be the same or otherwise conflict with the hours worked in another part-time position or a full-time position.

Section 9. Eligibility for Benefit Programs¹⁴

No elected official other than the mayor shall be eligible to participate in the municipality's group health insurance, life insurance, or other benefit programs.

Section 10. Prohibition Against Self Dealing¹⁵

No candidate for public office, elected public official, division head or department director shall have a financial interest, direct or indirect, in any contract made by the municipality.

Section 11. Ethics Reporting Requirements¹⁶

11.1 Every candidate for mayor, councilor or school committee member, or elected mayor, councilor or school committee member, or the superintendent of schools, chief financial officer, chief procurement officer, chief operating officer, public works director, or any other municipal officers as may from time to time be designated by ordinance, shall file a statement of financial interest for the preceding calendar year with the city clerk on or before the date on which a certificate of nomination or nomination papers for such candidate are due. Collectively, this group of municipal officers shall be referred to as Designated Municipal Officers for purposes of this section. This provision shall also apply to any individual serving as a Designated Municipal Officer within thirty (30) days of his or her initial appointment; for incumbent Designated Municipal Officer such statement shall be due on May first of each year. After such initial filing, any Designated Municipal Officers, shall file on or before May first of the year. Such persons ceasing to be a Designated Municipal Officer shall be required to file if still in office for any part of the calendar year for which statements are due. All statements are to be submitted to said city clerk.

Every candidate for mayor, council or school committee who has not filed nomination papers with the city clerk, but on whose behalf a statement of organization of a political committee has been filed, and who is seeking public office by the so-called "write in" or "sticker" method, shall within three days after such filing, file a statement of financial interest with the city clerk. No elected Designated Municipal Officer shall be required to file a statement of financial interests for any year in which such officer ceased to be a Designated Municipal Officers if such officer served less than thirty days in such year.

11.2 No candidate for mayor, councilor or school committee member shall be eligible to run for such public office or no presently serving such elected official be able to continue to serve in public office unless such person has filed a statement of financial interests with the city clerk as required by this section. A vacancy in said public office shall be declared thirty (30) days after final notice has been given in accordance with this section by the city clerk to a person currently holding office in violation of this section.

11.3 No division head shall be allowed to continue in such division head's duties or to receive compensation from public funds unless such division head has filed a statement of financial interests with the city clerk as required by this section.

11.4 The city clerk shall, upon receipt of a statement of financial interests pursuant to the provisions of this section, issue to the person filing such statement a receipt verifying the fact that a statement of financial interests has been filed and a copy of such statement clearly indicating receipt by the city clerk.

11.5 The statement of financial interests filed pursuant to the provisions of this section shall be on a form prescribed by the city clerk that shall be substantially similar to that required by the State Ethics

¹³ Text from Charter Article IX, Section 13

¹⁴ Text from Charter Article IX, Section 16

¹⁵ Text from Charter Article IX, Section 17

¹⁶ Text from Charter Article IX, Section 18

Article I: General Provisions Applicable to All Positions and Multiple-member Bodies

Commission in accordance with the general laws and shall be signed under penalty of perjury by the person filing the statement.

- 11.6 Nothing in this section shall be construed to require the disclosure of information which is privileged by law.
- 11.7 Failure of a Designated Municipal Officers to file a statement of financial interests within ten days after receiving notice of said failure or of the filing of an incomplete statement of financial interests, shall be found in violation of this section.
- 11.8 The mayor shall propose to the council an ordinance to implement this section.

Section 12. Rules and Regulations¹⁷

A copy of all rules and regulations adopted by any municipal agency shall be placed on file in the office of the city clerk and shall be available for review by any person who requests such information at any reasonable time. No rule or regulation adopted by any municipal agency shall become effective until five (5) days after the date it is so filed. All rules and regulations which have finally been adopted shall be promptly posted on the Municipal Bulletin Board.

¹⁷ Text of Charter Article IX, Section 4

Article II

Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

Section 1. Mayor¹

1.1 Qualifications, Term of Office, Compensation

- 1.1.1 Mayor, Qualifications: Any registered voter of Framingham shall be eligible to hold the office of mayor. The mayor shall devote full time to the office and shall not hold any other elective public office, nor shall the mayor be engaged in any other business, occupation or profession during the period of service as mayor.
- 1.1.2 Term of Office: The term of office of the mayor shall be four (4) years beginning on the first day of January following the regular municipal election at which elected and shall continue until a successor is qualified.
- 1.1.3 Compensation: The council shall, by ordinance, establish an annual salary for the mayor. Any ordinance altering the salary of the mayor (i) must be adopted during the first forty-two (42) months of the then mayor's term; (ii) shall not be effective until after the next election and qualification of mayor; and (iii) shall only be adopted by a two-thirds (2/3) vote of the full council on a roll call vote.
- 1.1.4 Expenses: Subject to appropriation by the council, the mayor shall be entitled to reimbursement of the actual and necessary expenses incurred in the performance of the duties of the office.
- 1.1.5 Prohibition on Holding Other Office or Position: The mayor shall hold no other municipal office or municipal employment for which a salary or other emolument is payable from the municipal treasury. No former mayor shall hold any compensated appointed municipal office or municipal employment until one year after the date on which the former mayor's term of office has terminated. This prohibition shall not apply to persons covered by a leave of absence under General Laws chapter 31, section 37.
- 1.1.6 Term Limit: No person shall hold the office of mayor for more than three consecutive full 4-year terms.

1.2 Executive & Administrative Powers, Enforcement of Ordinances

The executive and administrative powers of the municipality shall be vested solely in the mayor, and may be exercised by the mayor either personally or through the several municipal agencies under the general supervision and control of the office of the mayor. The mayor shall cause the charter, the laws, the ordinances and other orders of the municipality to be enforced and shall cause a record of all official acts of the executive branch of the municipal government to be kept. The mayor shall exercise a general supervision and direction over all municipal agencies, unless otherwise provided by law, by the charter or by ordinance. Each municipal agency shall furnish to the mayor, immediately upon request, any information, materials or otherwise that the mayor may request and that the needs of the office of mayor and the interest of the municipality may require. The mayor shall supervise, direct and be responsible for the efficient administration of all municipal activities and functions placed under the control of the mayor by law, by this charter, by ordinance or otherwise. The mayor shall be responsible for the efficient and effective coordination of the activities of all agencies of the municipality of Framingham and for this purpose shall have authority, consistent with law, to call together for consultation, conference and discussion at reasonable times all persons serving the municipality, whether elected directly by the voters, chosen by persons elected directly by the voters, or otherwise. The mayor shall serve as an ex officio member of every multiple-member body with the right to attend and participate in any meeting at any time, including executive sessions.

1.3 Appointments by Mayor

- 1.3.1 Municipal Positions: The mayor shall appoint, subject to the review of the appointments by the council under Article II of the Charter, all municipal officers, division heads, department directors, employees and the members of multiple-member bodies for whom no other method of appointment or selection is provided by the charter, excepting only persons serving under the school committee, and persons serving under the council. Except as may otherwise be required by the civil service law, appointments or re-appointments made by the mayor shall be for indefinite terms, excepting persons categorized as division heads and department directors who shall serve three-year terms, and the chief financial officer, city solicitor, chief

¹ Text from Charter Article III, Section 1

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

operating officer and citizen participation officer who shall serve coterminous with the term of the mayor. Division heads and department directors shall, subject to the consent of the mayor, appoint all assistants, subordinates and other employees of the agency for which that person is responsible. All appointments and promotions made by the mayor shall be made on the basis of merit and fitness demonstrated by examination, past performance, or by other evidence of competence and suitability. Each person appointed to fill an office or position shall be a person especially fitted by education, training and previous experience to perform the duties of the office or position for which chosen. Provided, however, that the mayor shall appoint the library director and cemetery director only on the recommendation of their respective boards of trustees in accordance with Article IV of the Charter and that such appointments shall not be subject to town council approval; provided further, that any appointment of a division head in the last year of the term for which the mayor was elected shall require a two-thirds (2/3) vote of the town council to be effective.

1.3.2 Boards, Commissions, Committees and Officers:

The mayor shall appoint the members of committees, boards, commission or officers for whom no other method of appointment or selection is provided by the charter. The mayor may also appoint such ad hoc committees or working groups as the mayor deems appropriate to advise the mayor on matters affecting the municipality.

1.4 Legal Actions

The Mayor shall defend all suits brought against the City, and may settle any claim or suit to which the City is a party, which does not require the payment of more than twenty five thousand dollars; and, further, may settle any claim or suit resulting from the taking of land for any municipal purpose which does not require the payment of more than twenty five thousand dollars. All such aforementioned settlements shall be itemized and identified in the Annual Report. Any settlement requiring a payment greater than those set forth in this section, except as authorized by law, shall be made only when authorized by a vote of the Council. The Mayor shall bring any suits to collect sums due the City.

1.5 Tax Delinquency Property

Whenever any land acquired by the City for tax delinquency is to be sold by the Treasurer-Collector, the Mayor or a custodian designated by the mayor, it shall be sold at public auction, after not less than fourteen (14) days notice in one or more newspapers published in the City. Such notice of an auction sale must contain a description of the property sufficient to identify it, and must state the date, time, place, terms and conditions of sale. Any real property acquired by the City for tax delinquency held for more than five years and having an assessed value of more than \$15,000 shall not be sold without a review by and a two-thirds majority vote of the Council. All such aforementioned sale of tax land shall be itemized and identified in the Annual Report.

1.6 Approval of Mayor, Veto

Every order, ordinance, resolution or vote adopted or passed by the council relative to the affairs of the municipality, except memorial resolutions, the selection of municipal officers chosen by the council and any matters relating to the internal affairs of the council, shall be presented to the mayor for approval. If the mayor approves of the measure, the mayor shall sign it; if the mayor disapproves of the measure the mayor shall return the measure, with the specific reason or reasons for such disapproval attached to it, in writing, to the council. The council shall enter the objections of the mayor on its records, and, not sooner than ten (10) days, nor later than thirty (30) days after the date of its return to the council, shall again consider the same measure. If the council, notwithstanding the disapproval by the mayor, shall again pass the order, ordinance, resolution or vote by a two-thirds (2/3) vote of the full council, it shall then be considered in force, notwithstanding the failure of the mayor to approve it. If the mayor has neither signed a measure nor returned it to the council within ten (10) days after the date it was presented to the mayor, the measure shall be considered approved.

1.7 Temporary Absence of the Mayor

- 1.7.1 Acting Mayor: Whenever, by reason of sickness, absence from the municipality or other cause, the mayor shall by his or her own decision be unable to perform the duties of the office for a period of more than ten (10) successive days, the council chair shall be the acting mayor. In the event that the council chair chooses not to serve or is unable to serve, the council shall elect one of its members to serve as acting mayor.

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

The mayor shall, by a letter filed with the council and a copy filed with the city clerk, designate a qualified municipal officer or municipal employee to serve as acting mayor during the temporary absence of the mayor for periods of less than ten (10) successive days; such officer or employee shall serve only when the needs of the municipality require and only to the extent necessary under the then circumstances.

1.7.2 Powers of Acting Mayor: The acting mayor shall have only those powers of the mayor that are essential to the conduct of the business of the municipality in an orderly and efficient manner and on which action cannot be delayed. The acting mayor shall have no authority to make any permanent appointment or removal from municipal service unless the disability of the mayor shall extend beyond sixty (60) days nor shall an acting mayor approve or disapprove of any measure adopted by the council unless the time within which the mayor must act would expire before the return of the mayor. During any period in which any councilor is serving as acting mayor, that councilor shall not vote as a councilor.

1.8 Delegation of Authority by Mayor

The mayor may authorize any subordinate officer or employee of the municipality to exercise any power or perform any function or any duty which is assigned by this charter, or otherwise, to the mayor, and the mayor may rescind or revoke any authorizations previously made, but all acts performed under any delegation of authority during any such period of authorization shall be and remain the acts of the mayor. Nothing in this section shall be construed to authorize a mayor to delegate the power of appointment to municipal office or employment or to sign or return measures approved by the council.

1.9 Strategic Planning

1.9.1 Master Plan

1.9.1.1 Content

There shall be a master plan containing the plan elements described in of General Laws chapter 41, section 81D and shall include, but shall not be limited to, arts, culture, recreation, open space and housing; provided however, that the municipality may also undertake planning activities relating to particular services or specific geographic areas within the municipality as the mayor or council may direct.

1.9.1.2 Adoption

The plan shall be approved by the planning board as required by section 81D. Once approved by the board, the mayor shall submit the plan to the council for adoption, with or without amendments.

1.9.1.3 Revising the Plan

Upon the taking of office of a newly elected or re-elected mayor, the mayor shall review the plan to determine if revisions, amendments, and/or additions are necessary and present such proposals to the planning board for deliberation and approval. Any revisions, amendments and additions shall be subject to the adoption process as provided above.

1.9.1.4 New Master Plan

A new master plan shall be prepared every twenty (20) years, provided however, that if the twentieth (20th) year is within two (2) years of a mayoral election, such new plan shall be undertaken within one year of a newly elected or re-elected mayor taking office. A new plan shall be prepared and adopted as provided above within three (3) years of (a) the expiration of the plan then in effect, or (b) upon the taking of office of a newly elected or re-elected mayor, whichever is later.

1.9.2 Long Range Strategic Plan

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

The Mayor shall prepare a long range strategic plan every ten (10) years in the year ending in “0.” This plan shall be prepared in consultation with the Strategic Initiative and Financial Oversight Committee, division and department heads, multiple member bodies of the municipality, the council, school committee and residents, Said plan shall be updated every two years. The long range plan shall address financial, service, and infrastructure needs of the municipality and shall be coordinated with the findings and recommendations of any master plan then in effect. Such plan shall be updated every two years and voted on by the council.

1.10 Organization of Municipal Agencies²

The organization of the municipality into operating agencies for the provision of services and the administration of the government may be accomplished only through an organization, or reorganization, plan filed by the mayor. No organization plan may originate with the council. The mayor may, subject only to express prohibitions in a general law, or this charter, propose to reorganize, consolidate or abolish any municipal agency, in whole or in part; or establish any new agencies that the mayor considers necessary, but no function assigned by this charter to a particular agency may be discontinued or assigned to any other municipal agency except by an organizational plan or re-organization plan. The mayor may from time to time prepare and submit to the council plans of organization or reorganization that establish operating divisions for the orderly, efficient or convenient conduct of the business of the municipality. Every organization or reorganization plan submitted by the mayor under this provision shall contain a proposed ordinance which sets out, in detail, the amendments, insertions, revisions, repeals or otherwise of existing ordinances that may be necessary to accomplish the desired reorganization. The reorganization plan and proposed ordinance shall be accompanied by a message of the mayor explaining the benefits expected to ensue.

Whenever the mayor proposes such a plan, the council shall give notice by publication in a local newspaper and hold one (1) or more public hearings on the proposal. The notice in the local newspaper shall describe the scope of the proposal and, the time and place at which the public hearing will be held, said hearing to be not less than seven (7) nor more than fourteen (14) days after the publication. The proposed plan shall also be available in the office of the city clerk, the public library, and on the municipal bulletin board. An organization or reorganization plan shall become effective at the expiration of sixty (60) days after the date the proposal is submitted to the full council by the mayor unless the council shall, by a majority roll call, within that period vote to disapprove the plan, or has sooner approved it by majority roll call vote. The council may vote only to approve or to disapprove the plan and may not vote to amend or to alter it.

The Organizational Chart of the City shall be posted on the municipal bulletin board and attached to these ordinances as Appendix E each time it is updated.

Section 2. City Clerk

- 2.1 The council shall appoint a city clerk to serve for a term of three years and until a successor is chosen and qualified.] The city clerk shall, with the approval of the council, appoint an assistant clerk to serve coterminously with the city clerk. The city clerk shall be the keeper of vital statistics for the municipality; shall be the custodian of the Framingham seal; shall administer the oath of office to all persons, elected or appointed, to any office; shall issue such licenses and permits as are required by the general laws to be issued by clerks; and shall supervise and manage the conduct of all elections and all other matters relating to elections. The city clerk shall have any other powers and duties that are given to city clerks by the general laws, by ordinance, or by other vote of the council.³
- 2.1.1 The City Clerk shall permanently keep one or more copies of the City reports. The City Clerk shall notify, or cause to be notified, all persons chosen or elected by the City or appointed on committees, of their election, choice or appointment. The City Clerk shall furnish all officers, boards and committees with a copy of all votes affecting them. The City Clerk shall not allow original papers or documents of the City to

² Text from Charter Article V, Section 1

³ Text from Charter Article II, Section 8(b)

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

- be taken from the City Clerk's office, except as they remain in the City Clerk's custody, or by authority of law.
- 2.2 The City Clerk shall make available forms, with appropriate headings, upon which petitions, reports and other papers in the ordinary course of City proceedings may be prepared.
- 2.3 The City Clerk shall furnish the various City officers, boards, and committees a copy of such actions of the Council, as affects them respectively, immediately after the Council action is taken.
- 2.4 The City Clerk shall publish updated City Ordinances pursuant to Article IX, Section 6 of the Charter.
- 2.5 The City Clerk shall have the authority to establish the format of City Ordinances and require that the format of proposed additions or amendments be altered to make the format of the additions or amendments consistent with the City Ordinance format. Such formatting as required should be accomplished prior to presentation of a proposed ordinance to the Council. Further, the City Clerk shall be responsible for reviewing the format of all existing and proposed City Ordinances (exclusive of zoning ordinances) or amendments thereto and shall make appropriate formatting changes. Such change may include changes to spacing, capitalization, font size, the use of underlining or italics. The City Clerk is also authorized to renumber sections or subsections of the Ordinances where such renumbering may include reordering of Ordinance sections or subsections and may include changing from numeric numbering to alphabetic numbering or the reverse.
- 2.6 The City Clerk shall administer and enforce the Ethics Reporting Requirement in accordance with Article 1, Section 11.
- 2.7 The City Clerk shall post official notices of meetings and other official municipal notices on the municipal bulletin board.

Section 3. City Treasurer-Collector

- 3.1 The Treasurer-Collector as collector of taxes shall collect, under the title of City Collector, all accounts due the City.
- 3.2 The Treasurer shall make a record, in a book kept for the purpose, of each appropriation, with the list of the warrants drawn against such appropriation, and shall also make a record kept for the purpose, of all bonds, notes, or other evidence of indebtedness of the City.
- 3.3 The Treasurer shall be the custodian of all deeds, contracts, bonds and insurance policies belonging to the City except that the bond of the Treasurer shall be in the custody of the Mayor.
- 3.4 The Treasurer shall see that all deeds of the City are properly recorded and shall keep separate records in which shall be entered the number and a brief description of the property conveyed.
- 3.5 It shall be the duty of the Treasurer to make, in the annual printed report of the City, a report which shall specifically state the objects, if any, for which the debt of the City may have been increased during the preceding year. The report shall give a classified statement of the indebtedness of the City and the objects for which it was incurred. Said report shall also include:
- 3.5.1 A list of all notes issued during the year and the purposes for which the money was borrowed, giving the dates, amount, term, rate of interest, time of maturity, the premium, if any, received thereon and the names of the parties from whom the funds were borrowed.
- 3.5.2 A list of all notes paid during the year, and a list of all outstanding notes, with the dates on which they will mature.
- 3.5.3 A full exhibit of all moneys, properties and securities, which may be placed in his charge by virtue of any statute or bylaw or by virtue of any gift, devise, bequest or deposit.
- 3.5.4 A statement of the amount of money received by the City from sources other than taxation during the preceding year, also the expenditures and debt of the City for each of the preceding five years.
- 3.5.5 A list of all insurance held by the City.

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

- 3.7** The Treasurer shall be Treasurer of the Sinking Fund.
- 3.8** The Treasurer of the City is authorized to execute and deliver from time to time discharges on bonds and/or mortgages taken under the provisions of Massachusetts General Laws.
- 3.9** The duties and responsibilities of the Commissioners of Trust Funds shall be performed by the City Treasurer.

Section 4. City Solicitor

- 4.1** The mayor shall appoint the city solicitor to be the chief legal adviser of, and attorney for, Framingham and all divisions and offices thereof in matters relating to their official powers and duties. It shall be the city solicitor's duty, either personally or by such assistants as may be designated, to perform all services incident to the legal department; to give advice in writing when so requested to the mayor, to prosecute or defend, as the case may be, all suits or cases to which the municipality may be a party, and to provide other legal support as requested by the mayor or required by ordinance. The city solicitor shall be appointed on the basis of having strong legal qualifications and shall be especially fitted by education, training and experience to perform the duties of the office.⁴
- 4.2** The Mayor shall have authority to prosecute, defend and compromise, subject to the provisions of these Ordinances, through the City Solicitor, all litigation to which the City is a party, and to employ special counsel, whenever in their judgment there is a necessity therefor.
- 4.3** The City Solicitor shall draft all bonds, deeds, leases, obligations, conveyances, and other legal instruments, and do every professional act which may be required by vote of the Council, Municipal Officer, or any Multiple Member Body. Also, when required by any boards or committees of the City, the City Solicitor shall furnish a written opinion on any legal question that may be submitted to him or her in regard to any matter which concerns the said board or committee. The City Solicitor shall at all times furnish legal advice to any officer of the City upon any subject concerning the duties incumbent upon such officer by virtue of that office, upon request of such officer submitted through the Mayor.
- 4.4** The City Solicitor shall prosecute all suits ordered to be brought by the City, and shall appear before any court in the Commonwealth in defense of all actions or suits brought against the City or its officers in their official capacity. The City Solicitor shall try any and all cases to which the City shall be a party, before any tribunal in this Commonwealth, or before any board of referees or commissioners.
- 4.5** The City Solicitor shall not make final settlement of any litigation to which the City is a party, unless duly authorized to do so by the Mayor, according to the provisions of these Ordinances, or by the Council.
- 4.6** Immediately upon being notified by the Chief of Police or Director of Public Works, or upon the receipt of notice from any other source, of injury to person or property, under circumstances which may give rise to a claim for damages against the City, the City Solicitor shall make a careful and complete investigation of all the facts relative thereto, and report to the Mayor.
- 4.7** The City Solicitor shall, if requested by the Mayor or Chief of Police, prosecute in the local district court any case for violation of the Statutes of the Commonwealth or Ordinances of the City.
- 4.8** The City Solicitor shall annually make a written report to the Mayor to be printed in the Mayor's Annual Report to the Council, concerning the professional services rendered by him or her during the preceding year. Said report shall contain a statement of each case which has been settled, tried, or otherwise disposed of on behalf of the City during the year; and, also a statement of each case which is still pending, and the status of the same, together with such other information and recommendations as may be deemed advisable.
- 4.9** The City Solicitor shall notify in writing all officers, boards or committees of the City of any changes in the laws of the Commonwealth affecting such officers, boards, or committees.
- 4.10** The City Clerk shall compile annually a complete list of all special acts relative to the City and all general laws accepted by the City, which shall be appended to these ordinances as Appendices C & D, respectively.

⁴ Text from Charter Article III, Section 3(e)

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

Section 5. City Engineer

- 5.1** The Public Works Division Head shall appoint a competent registered professional engineer to be City Engineer who shall serve a three-year term.
- 5.2** The City Engineer shall be responsible to the Mayor for the efficient execution of all engineering services for the City.
- 5.3** The City Engineer shall collect, arrange and index all existing plans in which the City is interested, obtaining originals wherever possible, and blueprints where originals cannot be obtained, and shall deposit the same and all future plans in a location within the City open to access by the public.

Section 6. Purchasing Department

- 6.1** The Chief Procurement Officer shall give a surety company bond for the faithful performance of his duties in such forms as the City Solicitor shall approve in a sum not less than \$100,000. The bond shall be executed, approved and delivered before he enters upon the duties of his office and within ten (10) days after his appointment, the City to pay the premium for said Bond. Should the Chief Procurement Officer fail to give the required bond, his appointment shall be void and a new appointment shall be made forthwith.
- 6.2** The Chief Procurement Officer shall serve a three-year term and shall have the following powers and duties:
 - 6.2.1** The Chief Procurement Officer shall be responsible for the procurement of all supplies, materials, equipment, contractual services needed by all of the departments, institutions, boards, commissions and other agencies which derive their support wholly or in part from City funds which are hereinafter referred to as the "Using" Agencies. "Contractual Services" means and includes all public utility services, fuel, towel and cleaning service, leases for all grounds, buildings, office or other space required by "Using" Agencies; the procurement, repair, maintenance or operation by other than City employees of equipment, machinery and other personal property. The rental with or without attendant personnel of equipment, machinery and other personal property. The term shall include contractual services in the construction or repair of public buildings, highways and other public works but shall not include professional, expert consultant or other contractual services which are in their nature unique or not subject to competition. Contractual services shall not be construed to mean the hiring of departmental personnel, medical, legal, technical or other professional services. Contractual services shall be construed to mean surety bonds, all forms of insurance, printing (except materials and printing to be used in elections). The Mayor may in case of emergency exempt purchases for any Using Agency from the provisions of this Section.
 - 6.2.2** The Chief Procurement Officer shall be responsible for the inspection of all supplies, materials, equipment and contractual services delivered to the City in order to determine conformance with the specifications set forth in the orders or contract and for such purpose may authorize any department or office to act for him.
 - 6.2.3** The Chief Procurement Officer shall have authority to order or make inventories of the supplies, materials, equipment and furnishings of any and all departments and any department possessing excess or surplus personal property of any kind shall not sell, exchange, transfer or dispose thereof without first certifying such personal property as surplus to the Chief Procurement Officer; and thereupon the Chief Procurement Officer shall circularize all departments and agencies as to their needs for such surplus property and if such need is determined, the Chief Procurement Officer may order transfer of such property from one department or agency to another.
 - 6.2.4** The Chief Procurement Officer shall have the power to sell by public auction or competitive bid, if possible, exchange or trade any supplies which have become obsolete, overage, unsuitable for use or surplus.
 - 6.2.5** In all cases where the supplies to be purchased are peculiar to the field of education, the school committee's determination as to the specifications of supplies to be purchased shall be conclusive upon the Purchasing Department.

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

- 6.2.6** The Chief Procurement Officer shall prepare and secure with the cooperation of the various department heads standard and written specifications for supplies used by the Using Agencies. It shall be the duty of the Chief Procurement Officer to classify supplies used in the various departments, to adopt as standards the minimum number of qualities, sizes and varieties of supplies consistent with the successful operation of the City government and to prepare and adopt written specifications of all such standard supplies. Except in the case of non-competitive types and kinds of supplies, all specifications shall be definite and certain and shall permit competition. After its adoption, each standard specification shall, unless revised or rescinded, apply alike in terms and effects to any future purchase order or contract for the supply described in such specifications. The agent shall consult with the heads of Using Agencies to determine their precise requirements and shall endeavor to prescribe those standards which best meet the needs of the majority of those agencies. The agent shall have the authority to make use of laboratory, engineering facilities of the City and the technical staffs of all City departments. Once established the agent shall enforce the written specifications adopted pursuant to this section.
- 6.2.7** The Chief Procurement Officer shall require that each Using Agency shall make an inventory, during the month of November in each year, of the personal property under its charge and a copy of such inventory shall be forwarded to the Chief Procurement Officer prior to December 1 of each year. Between the first day of November and the first day of December of each year there shall be forwarded to the Chief Procurement Officer an estimate of the equipment, materials, supplies and contractual services that will be needed by each Using Agency for the ensuing year. The requirements for preparing estimates shall not prevent any Using Agency from filing with the Chief Procurement Officer at any time a justifiable requisition for any supplies, materials, equipment or contractual services, the need for which was not foreseen when the detailed estimate was filed.
- 6.2.8** The Chief Procurement Officer shall control and supervise any and all existing storerooms and warehouses and any which may be hereafter established.
- 6.2.9** Requisitions for the purchase of supplies or contractual services for any Using Agency shall be received by the Purchasing Department prior to the issuance of a purchase order or contract for such supplies or contractual services and shall be signed by the department head or his authorized agent. The Chief Procurement Officer shall examine each requisition and shall have the authority, only after consultations with the head of the Using Agency, to revise it as to quantity, quality, or estimated cost but revisions as to quality shall be in accordance with the standards and specifications provided pursuant to subsection 7.2.6.
- 6.2.10** Except in cases of emergency, in which he shall within seventy-two hours, or sooner, if possible, notify the City Accountant of said purchase, the Chief Procurement Officer shall not issue any order for delivery on any contract, or any open market order unless and until the City Accountant certified that there is to the credit of each Using Agency concerned a sufficient appropriation balance in excess of all unpaid obligations, to defray the cost of such supplies, materials, equipment or contractual services.
- 6.2.11** The head of each department shall file with the Purchasing Department the name or names of members of his department who shall be authorized to approve requisitions.
- 6.2.12** All purchases, acquisitions and dispositions of goods, services, and real property by the City of Framingham shall be made in accordance with the provisions of the Uniform Procurement Act as set out in M.G.L. 30B as it may be amended from time to time.
- 6.2.13** Any purchase order or contract made on behalf of the City under this section or otherwise in which the Chief Procurement Officer or any employees of his department, the heads of Using Agencies, or any other officer or employee of the City having a part in the placing of such order or contract is financially interested, directly, or indirectly shall be void.
- 6.3** The Chief Procurement Officer shall submit annually within thirty days of the close of the year a report on the activities of his department, and may suggest from time to time changes in the provisions of this Article which he deems necessary.

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

- 6.4** Except as provided by law, all records of the Purchasing Department shall be public, records open freely to public inspection and shall be kept on file in the office of the Chief Procurement Officer for a period of at least six years.
- 6.5** This Ordinance supersedes and nullifies the provisions of any Ordinance relative to Purchases by departments, boards, commissions and shall apply to all purchases and contracts only insofar as it does not conflict with any prevailing State or Federal Statutes applicable to the City of Framingham.

Section 8. Board of Library Trustees⁵

8.1 Composition, Term of Office

There shall be a board of library trustees which shall consist of twelve trustees nominated and elected by voters of the municipality at large. The term of office for the twelve (12) library trustees shall be for four (4) years each, beginning on the first day of January in the year following their election, and continuing until their successors have been qualified. The terms of office shall be so arranged that six (6) trustees shall be elected at each regular municipal election.

As soon as practicable after the library trustees elect have been qualified following each regular municipal election, the board of library trustees shall organize by electing one of the trustees to serve as chair, one to serve as vice-chair and one to serve as clerk, each for a two-year term. The chair shall preside at all meetings of the board of library trustees, regulate its proceedings and shall decide all questions of order. The chair shall appoint all members of all subcommittees, whether special or standing.

8.2 Prohibitions

No member of the board of library trustees shall hold any position in the library department for which a salary is payable from the municipal treasury, except positions receiving a stipend. No former member of the board of library trustees shall hold any compensated position in the library department until at least one (1) year after the date on which the member's service on the board of library trustees has terminated.

8.3 Compensation, Expenses

The members of the board of library trustees shall receive no salary for their services. Subject to prior authorization by the trustees, the library trustees shall be entitled to reimbursement of their actual and necessary expenses incurred in the performance of their duties

8.4 Powers and Duties

The board of library trustees shall have all powers as provided by the general laws and any additional powers and duties that may be assigned by the charter, by ordinance, or otherwise and are not inconsistent with this charter. The powers and duties of the board of library trustees shall include the following:

- 8.4.1** To make all reasonable rules and regulations for the operation of the municipality's libraries and for conducting the business of the board of library trustees as may be considered necessary or desirable;
- 8.4.2** To advise and make recommendation to the mayor for an annual operating budget for the library department. The library trustees shall advise the mayor on all matters concerning the library department, equipment and, buildings and grounds;
- 8.4.3** To recommend to the mayor for appointment a candidate for library director;
- 8.4.4** To accept donations and manage funds in its trust;
- 8.4.5** To have the care and custody of the Main Library and such branch libraries as may be established; and,
- 8.4.6** To expend such amounts as the Council may appropriate.

- 8.5** The Trustees shall keep on file the annual report of the City and similar reports of the former Town of Framingham and shall cause such reports to be substantially bound and lettered. They shall also have copies of

⁵ Text from Charter Article IV, Section 2

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

all reports submitted to the City Clerk and transmitted to the Library Director properly preserved and made available for review.

- 8.6 The Library Trustees shall make an annual report to the City, which shall give a full financial statement of all receipts and expenditures, the number of books added, the number circulated at each library, and any other information they may desire to bring before the City.

Section 9. Strategic Initiatives and Financial Oversight Committee⁶

There shall be a strategic initiatives and financial oversight committee (SIFOC) to advise the mayor, council and school committee on the status of Framingham's long range strategic plan in accordance with sections 1.9 and 1.10 above of this ordinance the state of the municipal economy, sufficiency of municipal revenues, and other fiscal matters that may from time to time be referred to it by the mayor, council or school committee. The Committee shall be comprised of nine (9) members appointed to staggered three-year terms, three (3) chosen by the council, three (3) chosen by the school committee, and three (3) chosen by the mayor, including its chair. Members shall be residents of the municipality and shall not hold any other elected or appointed office in the municipality and shall not receive any compensation. Each appointing authority shall select at least one member with expertise in finance and one member who is a member of the local business community. SIFOC will report annually to the mayor, council and school committee and shall file all of its reports with the city clerk.

Section 10. Traffic Commission⁷

10.1 Establishment, Scope

There shall be a traffic commission which shall consist of the police chief, the fire chief, the director of public works, the superintendent of schools, or their designees, and four residents: one from the business community, one from the downtown area (defined as the area within a one-mile radius of the intersection of Routes 126 and 135), and two residents at-large. All resident members shall be appointed by the mayor. Such appointed members shall serve for three (3) year terms.

Upon its organization, the members shall appoint a chair and vice-chair from the commission membership to serve for a one (1) year term; municipal officers on the commission may be elected, and may serve successive terms as the commission membership shall determine by majority vote. The commission shall determine the schedule and frequency of its meetings, but shall meet no less often than quarterly. The commission shall adhere to uniform procedures governing multiple member bodies. Special meetings may be called by the chair as the chair deems necessary. The officer or employee appointed as parking clerk in accordance with the laws of the Commonwealth shall serve as clerk to the traffic commission.

- a) Powers and Duties: The traffic commission shall have exclusive authority, except as otherwise provided by this charter, to adopt, amend, alter, and repeal rules and regulations, not inconsistent with the general laws, relative to vehicular traffic in the municipality, and to the movement, stopping or standing of vehicles on, and their exclusion from, all or any streets, ways, highways, roads and parkways under the control of the municipality, including rules and regulations, designating any way or part thereof under said control as a through way under and subject to the provisions of General Laws chapter 89, section 9, designation of "traffic safety zones", so called, approving curb cuts, and may prescribe penalties for violation of any rule or regulation adopted hereunder. Nothing in this section shall be construed to authorize the commission to adopt any rule or regulation to modify or limit any power or authority of the Massachusetts Bay Transportation Authority from any way or part thereof in which it has a route, the state department of transportation or the state department of telecommunications and energy, or their successor agencies, or any power vested in the mayor, council or heads of departments relating to the issuance of licenses or permits for the opening, using or occupying of streets and sidewalks.

All rules and regulations promulgated by authorized vote of the traffic and parking commission, except temporary or emergency rules and regulations promulgated for less than thirty (30) days, shall become effective on the 30th day following the day on which notice of proposed rule or regulation is filed with the

⁶ Text from Charter Article VI, Section 11

⁷ Text from Charter Article V, Section 6

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

council, unless the council shall within such period by majority of the full council vote to reject such rule or regulation or has sooner voted to affirm it. Upon passage of any rule or regulation by the traffic and parking commission, said rule or regulation shall be published in at least one local newspaper , and shall be posted on the municipal bulletin board.

Ten (10) residents of the municipality, who are eighteen years of age or older, may petition the traffic commission relating to any rule or regulation adopted or proposed to be adopted, provided the rule or regulation has not been in effect for a period longer than ninety (90) days. The traffic commission shall hold a public hearing thereon within thirty (30) days after the filing with the traffic commission of such petition.

If a public hearing shall be held on any proposed rule or regulation, the proposed rule or regulation shall not be adopted until the public hearing has been concluded. After the public hearing has been held, any vote on the subject matter must be passed by a majority of the full membership on the traffic and parking commission.

All rules and regulations adopted after any public hearing shall be published in a least one local newspaper and shall be posted on the municipal bulletin board.

All existing ordinances and regulations, in effect at the time this charter is adopted relating to the control of vehicular traffic and parking shall remain in full force and effect until superseded by rules and regulations adopted by the traffic commission.

Section 11. Capital Assets⁸

⁸text from Charter Article VI, Section 8

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

11.1 Stewards

The mayor and council shall be active stewards of Framingham's physical assets.

11.2 Capital Inventory

The mayor shall establish and update not less frequently than annually an inventory of significant capital assets such as buildings, infrastructure (water, sewer, storm water, and roads), moveable equipment and such other property as determined by ordinance. The council shall by ordinance establish the requirements of the inventory, such as age, condition, maintenance and repair history, remaining useful life and other features as the council may deem appropriate.

11.3 Contents of the Capital Improvement Program

The mayor shall create a capital improvement program, which shall include: (i) a clear summary of its contents; (ii) a list of all capital improvements proposed to be undertaken during the next five (5) fiscal years with supporting data and rationale; (iii) cost estimates, method of financing and recommended time schedules; and (iv) the estimated annual cost of operating and maintaining the facilities and/or equipment included. The above information shall be revised and extended each year.

11.4 Submission

The mayor shall prepare and submit to the council the inventory and the 5-year capital improvement program at least six (6) months prior to the mayor's submission of the next fiscal year's operating budget.

11.4.1 Public Hearing: The council shall make the proposed capital improvement program available to the public and shall hold at least one public hearing on the capital improvement program.

11.4.2 Adoption: After the public hearing, concurrently with the passage of the next fiscal year's budget, the council may amend and shall, by resolution, adopt the capital improvement program with or without amendments.

11.4.3 Annual Report: The mayor shall annually report on the municipality's progress regarding the capital improvement program.

11.5 Capital Budget Committee

There shall be a Capital Budget Committee to provide a means of planning for the maintenance and/or improvement of the capital assets and infrastructure of the City of Framingham comprised of seven (7) voters, one of whom shall be a member of the council Finance Subcommittee, chosen by it, and six of whom shall be appointed by the mayor. Said Committee shall meet for organization and shall elect its own officers.

Section 12. Human Relations Commission

12.1 There shall be a Human Relations Commission of thirteen (13) members who are residents of the City of Framingham and shall serve three-year terms. The membership of the Commission shall be broadly representative of the community in such areas as housing, employment, and education, and representative of the several religious faiths and racial groups.

12.2 The purpose of the Commission shall be to deal with the causes of intergroup disunity which underlie the urban crisis, including, but not limited to, the elimination of conditions of bias discrimination and prejudice against minority groups, and to establish affirmative action programs to insure equal enforcement of law, and equal protection of law, for all groups regardless of race, color, religious creed, national origin, ancestry, sex, gender identity, age, disability, sexual orientation, genetics, status as an active member of the

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

armed forces of the United States, or any other protected class recognized under state or federal law (“protected class status”).

12.3 The duties and functions are as follows.

12.3.1 The Commission shall advise and consult with the Mayor on all matters involving prejudice or discrimination due to any protected class status.

12.3.2 The Commission shall render an annual report to the Mayor and the Council.

12.3.3 The Commission shall invite and encourage the cooperation of racial, religious and ethnic groups, community organizations, labor and business organizations, veterans organizations, and other groups in the City of Framingham in carrying on its work. The Commission may aid in the formation of local community groups in such neighborhoods as it may deem necessary or desirable to carry out specific programs designed to lessen tensions or improve understanding in the community.

12.3.4 The Commission shall request and obtain such cooperation, assistance and data from City departments as may be reasonably necessary to carry out its work.

12.3.5 The Commission shall receive and investigate complaints of tensions, practices of discrimination and acts of prejudice against any person or group because of any protected class status and may conduct public hearings with regard thereto; obtain factual data and conduct public hearings to ascertain the status and treatment of the diverse minority groups in the City, and shall make recommendations as to the best means of progressively improving human relations in the City, and publish its findings of fact and recommendations in accordance with this Ordinance.

12.3.6 A complaint charging that any person has engaged or is engaging in any discriminatory practice may be made by the Commission itself or by an aggrieved individual. The term "person" as used in the Ordinance shall include one or more individuals, partnerships, associations, corporations, legal representatives, trustees, and the City and any of its departments, divisions, boards, officials, agents and employees. A complaint must be filed with the Commission within forty-five (45) days after the alleged discrimination.

12.3.7 The Commission shall make a prompt and full investigation of each complaint of all such unlawful practices as defined in the Massachusetts General Laws, Chapter 151B, Section 4.

12.3.8 If the Commission determines after investigation that probable cause exists for the allegations made in the complaint, the Commission may hold a public hearing to determine whether or not a discriminatory practice has been committed. The Commission shall serve upon the person charged hereinafter referred to as the respondent, by registered mail, a statement of the charges made in the complaint and a notice of the time and place of the hearing. The hearing shall be held not less than ten (10) days after the serving of the statement of charges. The respondent shall have the right to file an answer to the charges, to appear at the hearing in person or to be represented by an attorney or any other person, and to examine and cross-examine witnesses and to present evidence in his own behalf.

12.3.9 If upon all the evidence presented, the Commission finds that the person charged with the complaint has not engaged or is not engaging in any discriminatory practice, it shall state its findings of fact and dismiss the complaint. If upon all the evidence presented, the Commission finds the respondent has engaged or is engaging in a discriminatory practice, it shall attempt to eliminate the discrimination by means of conciliation and persuasion. The Commission shall not make public the details of any conciliation proceedings unless required by law so to do, but it may publish the terms of conciliation when a complaint has been satisfactorily adjusted without identification of the parties. If the Commission is unable to eliminate the discrimination by means of conciliation and persuasion, it shall state its findings of fact and shall issue recommendations as the facts warrant.

Section 13. Council on Aging

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

- 13.1** The Council on Aging shall consist of not less than seven (7) nor more than eleven (11) members, and shall function pursuant to the provisions of the Massachusetts General Laws, Chapter 40, Section 8B, for the purpose of coordinating or carrying out programs designed to meet the problems of the aging in coordination with programs of the Commission on Aging of the Commonwealth.
- 13.2** All members shall serve without compensation. Members of the Council on Aging shall be residents of the City during their term of office. The Council on Aging shall be responsible to the Mayor, and within the limits of available funds, it may appoint such Clerks and other employees as it may require to carry out its authorized programs.
- 13.3** The terms of office of all of the members of the Council on Aging shall commence on the first day of January in the year of their appointment and shall be for three (3) years, or until their successors shall have been duly appointed and qualified. Any vacancy in the membership of the Council on Aging shall be filled by the appointing authority as set forth in section 13.2 for the remainder of the unexpired term. The Council on Aging shall, annually, in the month of January elect such officers, in addition to its Chair, and such Chairs of committees as it deems appropriate.
- 13.4** The Council on Aging may designate as ex-officio, non voting members, in addition to the members herein before provided, the head of any department, or multiple-member bodies of the City, or a person designated by such head, to act in his stead, and any other person from interested and representative groups in the community.

Section 14. Animal Control Officer

14.1 Disturbing the peace by barking

No person shall own or keep in the City any dog which, by barking, biting, howling or in any other manner disturbs the quiet of any person for a prolonged period such that a reasonable person would find such behavior disruptive to one's quiet and peaceful enjoyment.

14.2 Complaint of nuisance or dangerous dog

If any person shall make a complaint in writing to the Chief of Police of the City that any dog owned or harbored within its jurisdiction is a nuisance or dangerous dog by reason of vicious disposition or excessive barking or other disturbance, the Hearing Authority shall investigate or cause the investigation of the complaint, including an examination under oath of the complaint at a public hearing in the municipality to determine whether the dog is a nuisance or a dangerous dog in accordance with G.L. c. 140, § 157. For purposes of this section, the "Hearing Authority" shall have the same definition as set forth under G.L. c. 140, § 136A.

14.3 Restraint of dogs

No person owning or harboring a dog shall suffer or allow it to run at large in any of the streets or public places in the City of Framingham or allow it upon the premises of anyone other than the owner or keeper of such dog without the permission of the owner or occupant of such premises. No dog shall be permitted in any street or public place within the City of Framingham unless it is effectively restrained by a chain or leash not exceeding ten (10) feet in length.

14.4 Duties of Animal Control Officer

It shall be the duty of the Animal Control Officer to apprehend any dog found running at large in any street or public place within the City of Framingham or in violation of any of the provisions of this Ordinance, and to impound such dog in the place provided therefor. The Animal Control Officer, upon receiving any such dog, shall make a complete registry, entering the breed, color and sex of such dog and whether licensed. If licensed, the Animal Control Officer shall enter the name and address of the owner and the number of the license tag. The owner, if known, shall be notified as soon as possible that the dog has been impounded. The owner of any dog so impounded may reclaim such dog upon payment of the license fee, if unpaid, and of all costs and charges incurred by the City for impounding and maintenance of such dog as provided by law.

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

14.5 Muzzling or confinement of dogs

The Animal Control officer may, pending the outcome of a review by the Hearing Authority under G.L. c. 140, Section 157, order a dog to be muzzled or confined to its owner's premises, whichever in his or her judgment may be required, for any of the following reasons:

- 14.5.1** If found at large or unmuzzled, as the case may be, while an order of the Chief of Police the confinement or muzzling of such dog is in effect.
- 14.5.2** For having attacked or bitten any person.
- 14.5.3** For having killed or maimed or otherwise damaged any other domesticated animal.
- 14.5.4** For behaving in a manner that a reasonable person would believe poses an unjustified imminent threat of physical injury or death to a person or to a domestic or owned animal.

14.6 A person aggrieved by any order of the Hearing Authority may seek judicial review in the manner provided in Massachusetts General Laws Chapter 140, Section 157.

14.7 Any owner or keeper of a dog who shall fail to comply with the provisions of this Section shall be punished as follows:

First Offense.....	Warning
Second Offense	\$50.00
Third Offense	\$60.00
Subsequent Offenses	\$100.00

14.8 Anyone who is an owner or keeper of an unlicensed dog and who has neglected in previous years to get a license will be subject to a fine of ten dollars (\$10) for each year the person is in arrears. Fines are payable to the City Clerk's Office.

14.9 Dog Licenses are available at City Clerk's Office starting January 2nd, of each year. Fees for such licenses to be set by the Council. All fees are turned over to the Treasurer monthly. Licenses not purchased between January 2nd through February 28th are subject to a fifty dollar (\$50) penalty.

14.10 Every person maintaining a kennel shall obtain a kennel license which can be purchased through the City Clerk's Office. Fees for such licenses to be set by the Council. Kennel Licenses must be approved by the Board of Health, as well as by the Animal Control Officer under G.L. c. 140, §137A. Every person owning more than three dogs must purchase a kennel license.

Section 15. Board of Assessors

15.1 The Board of Assessors shall include in its annual report to the City a listing of all abatements of real estate taxes granted in the year covered by its Annual Report, except those granted under the provisions of Massachusetts General Laws Chapter 59, Section 5, as amended (Ter. Ed.). Such listing shall include Parcel ID, Address and Unit, Owner or owners of record, Assessed Value, Original Tax, Reasons for Abatement, Value Abated, Tax Abated, Use Code and the Number of abatements granted on the property in the past five years. Listing shall be in order of street address. Said listing shall be printed in the City Report, each year, as a part of the annual report of the Board of Assessors.

15.2 The Assessors may order all buildings on public streets to be numbered and so shall order, when requested by a majority of the people owning real estate on any such street. The owner of every such building on a public street shall comply with such order within ten days thereafter. The owner of an unnumbered building may request the Assessors to designate the number for such building and the Assessors shall comply with such request within ten days. The Assessors may recommend such numbering of buildings on a private way.

Section 16. Real Property Committee

Deleted.

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

Section 17. Technology Services Department

17.1 Technology Services Department (“TS Department”)

Deleted.

17.2 Mission of the TS Department

Deleted.

17.3 Structure of the TS Department

Deleted.

17.4 The TS Users Group

Deleted.

17.5 City Appropriations for Technology Services; Annual Report.

17.5.1 Budget and Appropriations

- (a) The Annual Budget for the TS Department shall include all recommended expenditures for computer hardware, software, and services that are to be made from the appropriation for the TS Department.
- (b) If the appropriation for any board, officer, or department other than the TS Department includes funds for computer hardware, software, or services, those funds shall not be authorized to be expended unless the technical specifications pertaining to the proposed expenditure have been approved by the TS Director as compatible with the technical specifications of the City's Technology Services.

17.5.2 Annual Report

Deleted.

17.6 Transition

Deleted by the 1997 Annual Town Meeting, Article 30.

Section 18. Parks, Recreation & Culture Division

18.1 The City of Framingham shall have a Parks, Recreation & Culture Division for the purposes of promoting and managing recreational programs, public parks, and recreation and cultural facilities for community use and public enjoyment.

18.2 All management functions and staff shall be coordinated and directed by the Division Head who shall be appointed by the Mayor.

Section 19. Administration and Finance Division

19.1 Establishment, Scope⁹

There shall be an administration and finance division responsible for the performance of administrative, fiscal and financial functions of Framingham. Said functions shall be organized as departments within the division. The finance division shall assume all of the duties and responsibilities related to fiscal and financial activities which prior to the adoption of the home rule charter were performed by or under the authority of the finance division, unless otherwise provided for by this charter, including the city accountant, the city treasurer-collector, the chief procurement officer, and the board of assessors. The administrative and finance division shall also include the functions of technology services and media services. The administration and finance division may have such additional powers, duties and responsibilities with respect to administrative and fiscal functions as may from time to time be provided by ordinance.

⁹ Text from Charter Article V, Section 3

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

19.2 Chief Financial Officer (CFO)/Director of Administration and Finance¹⁰

The CFO/director of administration and finance shall be appointed by the mayor and shall be especially suited by education, training and experience to perform the duties of the office. Said director shall devote full time to the duties of this position and shall not engage in any other business or occupation during his or her term except as permitted herein. Said director shall serve coterminous with the mayor and may also be appointed by the mayor to serve concurrently as the head of one of the departments organized under the administration and finance division.

19.3 The responsibilities and duties of the Chief Financial Officer/Director of Administration and Finance (“CFO”) shall include the following:

19.3.1 Except as otherwise expressly prohibited by general or special law or ordinance of the City, the CFO shall supervise, direct and be responsible for the overall management and administration of the Administration and Finance Division. In addition, the responsibilities of said CFO shall include, but not be limited to, the following:

- (a) to assist the mayor in coordinating and managing the City-wide annual operating and capital budget process for all City departments, officers, boards, committees and commissions, in cooperation with those entities and pursuant to Article VI of the Charter;
- (b) to assist the mayor in compiling and coordinating for all City departments, officers, boards, committees and commissions their operating and capital budgets, and submitting a proposed operating budget, capital inventory and 5-year capital improvement program to the Council pursuant to Article VI of the Charter;
- (c) to receive, evaluate and provide to the Council recommendations with respect to all requests for transfers from the City’s reserve fund;
- (d) to prepare and maintain long-term financial forecasts: including revenue expectations, future implications of operating budget program decisions and capital budget programs related to infrastructure maintenance, improvement and expansion as directed by the mayor;
- (e) to manage the financing and refinancing processes of the City, including financing strategies to maximize future flexibility relative to long-term capital expenditure forecasts;
- (f) to monitor actual line item income and expense information for all town departments and prepare financial and statistical reports relative to approved operating and capital budgets;
- (g) to advise all City officers, departments, boards, committees and commissions on financial and financing implications of operational proposals; and
- (h) to assist the mayor in preparing communications to the Council as follows:

Within twelve (12) weeks after the start of each fiscal year the mayor shall submit to the council and make available for public distribution a complete report on the financial and administrative activities of the municipality for the preceding fiscal year. The mayor shall, from time to time throughout the year, by written communications, recommend to the council for its consideration such measures, in the judgment of the mayor, as the needs of the municipality require. The mayor shall, from time to time throughout the year by written communications, but no less than once per fiscal quarter, keep the council fully informed of the financial and administrative condition of the municipality and shall specifically indicate in these reports any emerging issues or concerns that may require future council action.¹¹

- (i) to administer the payroll system for the City.

19.3.2 Deleted.

¹⁰ Text from Charter Article V, Section 3

¹¹ Text of Charter Article III, Section 6(a)

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

19.3.3 Deleted.

19.3.4 The CFO shall have access to all City books, papers and records of any sort for information necessary for the proper performance of the duties defined herein. All City officers, boards, committees and commissions shall respond promptly, thoroughly and accurately to requests for information made by the CFO. Any contract or agreement entered into by City officers, boards, committees or commissions that impacts the current or future financial condition of the City, other than those covered by the City's purchasing ordinance, shall be submitted to said CFO within seven days of signing.

19.3.5 All City departments, officers, boards, committees and commissions shall keep the CFO fully informed as to the progress of all labor negotiations. The CFO shall prepare and submit to the Council, as part of the process to consider appropriation of moneys to fund any negotiated labor agreement which affects the City, its departments, officers, boards, committees or commissions, an analysis of the financial impact on the City of any such labor agreement throughout the entirety of its proposed term together with a recommendation for action by the Council.

19.3.6 Deleted.

19.4 The various City officers, departments, boards, committees and commissions charged with the expenditure of City funds shall, not later than November fifteenth of each year, or at such other time as directed by the mayor, prepare and submit to said CFO detailed estimates of the amounts deemed by them to be necessary for the administration of their respective duties for the ensuing fiscal year and for capital items to be considered for the ensuing fiscal year and future years, with explanatory statements of the reasons for the amounts requested.

19.5 Deleted.

19.6 Deleted.

19.7 Deleted.

19.8 Deleted.

19.9 Deleted.

19.10 Deleted.

19.11 Deleted.

Section 20. (Deleted: October 19, 2010 Special Town Meeting, Article 4)

Section 21. Board of Health

21.1 The Board of Health shall be comprised according to MGL c. 111, §26, which reads as follows:

Section 26. In each city, except as hereinafter provided, the board of health shall consist of three persons, one of whom shall be a physician. No one of them shall be a member of the city council. One member shall be appointed in January of each year for three years from the first Monday of the following February. Unless otherwise provided in the city charter, the members shall be appointed by the mayor, subject to confirmation by the board of aldermen, and may be removed by the mayor for cause, and vacancies shall be filled by appointment for the residue of the unexpired term. Members of the board shall receive such compensation as the city council may determine. Boards of health in towns shall be chosen as provided in chapter forty-one. This section shall not apply to any city in which a different type of organization is authorized by special legislative act or by the acceptance of sections twenty-six A to twenty-six E, inclusive.

21.2 All management functions and staff of the Division of Public Health shall be coordinated and directed by the Division Head.

Section 22. Parks and Recreation Commission

22.1 There shall be a Parks and Recreation Commission, appointed by the mayor, consisting of five (5) members each with a term of 3 years such that the term of no more than two members shall expire in the same year.

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

22.2 The role of the commission shall include:

- (a) performing statutory functions assigned to Parks and Recreation Commissions,
- (b) promoting the use of and advocating the benefits of parks and recreational services,
- (c) suggesting recreational programs to be implemented by the Park and Recreation Department,
- (d) advising the mayor and the Council in the areas of public policy and long-range planning of recreation facilities for community use and public enjoyment, and
- (e) such other responsibilities as may be assigned to them by the mayor.

Section 23. Commission on Disability

23.1 A Commission on Disability, known as the Disability Commission and hereafter called the Commission is established to cause the full integration and participation of people with disabilities in the City.

23.2 Said Commission shall consist of seven members appointed by the mayor.

23.3 The Commission membership will be consistent with MGL c. 40, §8J.

23.3.1 The terms of the members of said Commission shall be so arranged that the terms of one-third of the members expires each year, and shall be appointed for terms of three years each.

23.3.2 **Deleted.**

23.3.3 A vacancy occurring otherwise than by expiration of a term shall be filled for the unexpired term in the same manner as an original appointment.

23.3.4 The chairperson and other officers shall be chosen by a majority vote of said Commission members.

23.4 The duties and functions of the Commission shall:

23.4.1 Research local problems of people with disabilities;

23.4.2 Advise and assist municipal officials and employees in ensuring compliance with state and federal laws and regulations that affect people with disabilities;

23.4.3 Coordinate or carry out programs designed to meet the problems of people with disabilities in coordination with programs of the Massachusetts Office on Disability (MOD);

23.4.4 Review and make recommendations about policies, procedures, services, activities and facilities of departments, boards and agencies of the City as they affect people with disabilities;

23.4.5 Provide information, referrals, guidance and technical assistance to individuals, public agencies, businesses and organizations in all matters pertaining to disability;

23.4.6 Coordinate activities of other local groups organized for similar purposes.

23.5 Said Commission shall keep records of its meetings and actions and shall file an annual report which shall be printed in the City's annual report and shall have at least ten meetings annually.

23.6 Commission may receive gifts of property, both real and personal, in the name of the City, subject to the approval of the mayor and Council pursuant to G.L. c. 44, §53A., such gifts to be managed and controlled by the said Commission for the purposes of this section.

Section 24. Agricultural Advisory Committee

24.1 The purpose of the Committee shall be to:

- a) Represent the City's farming and forestry community both internally and externally.
- b) Encourage, promote, and support the pursuit of farming and forestry in the City, both as a business and a community resource.

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

- c) Promote the protection, preservation and economic use of farmland and forestland within the City.

24.2 Duties and responsibilities of the Committee shall include, but not be limited to:

- a) Serving as representatives, advocates, educators, facilitators and/or mediators on farming and forestry issues both within the City and externally.
- b) Advising the mayor, Planning Board, Conservation Commission, Board of Assessors, Board of Health, and other City bodies on all matters pertaining to farming or forestry activities or lands in the City.
- c) Engaging in projects and activities, including educational programs and community events, to promote the business, activities and traditions of farming and forestry, as well as farm and forestland protection in the City.
- d) Developing and recommending ordinances, measures, policies and procedures advocating and promoting agriculture and forestry.
- e) Reporting to the mayor and Council on its projects and activities.

24.3 The Committee shall consist of five members appointed by the mayor for terms of three years each. At least three of the members shall be actively engaged in farming, forestry, or related activities. Up to four alternates may also be appointed by the mayor. Any vacancy shall be filled by the mayor for the unexpired term of the vacancy.

Section 25. Citizen Participation Officer¹²

The mayor shall appoint a citizen participation officer to work with municipal departments and multiple-member bodies to develop and implement strategies to enhance public engagement using current communication and outreach practices, to process citizen complaints and inquiries, and ensure compliance with public notice requirements. The citizen participation officer shall maintain the municipal notification list. The citizen participation officer shall analyze data on citizen engagement, complaints and inquiries, and shall regularly submit reports as directed by the mayor.

Section 26. Chief Operating Officer¹³

The mayor shall appoint a chief operating officer to assist in the coordination and direction of the operations of the various departments and functions of the government. The chief operating officer shall serve at the pleasure of the mayor and be appointed on the basis of having strong administrative and executive qualifications or such other qualifications and shall be especially fitted by education, training and municipal experience to perform the duties of the office.

Section 27. Auditor¹⁴

The council shall appoint an auditor to serve for a term of three (3) years and until a successor is chosen and qualified. The auditor shall conduct, or cause to be conducted, financial and performance audits following government auditing standards as promulgated by the comptroller-general of the United States. The auditor shall make periodic reports to the council in such detail and with such frequency as the council shall, by ordinance, by rule or by other vote, direct. All officials and employees of the municipality shall cooperate with the auditor in the performance of this audit function. The auditor shall have such other powers and duties as may be provided by ordinance or by other vote of the council. The books and accounts of all departments and officers of the municipality shall be open to the inspection of the auditor. The powers of the auditor shall include those described in General Laws chapter 41, sections 50, 51, 53 and 54A.

Section 28. Division of Planning and Community Development¹⁵

¹² Text of Charter Article III, Section 3(c)

¹³ Text from Charter Article III, Section 3(d)

¹⁴ Text from Charter Article II, Section 8(a)

¹⁵ Text of Charter Article V, Section 4

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

28.1 Establishment, Scope

There shall be a division of planning and community development responsible for the coordination of all the planning and community development related functions of the municipality. This division shall be responsible for the coordination of all of the duties and responsibilities related to planning, community and economic development activities which prior to the adoption of the home rule charter were performed by or under the authority of the planning and community development department, as well as the planning board and conservation commission; and it may have such additional powers, duties and responsibilities with respect to the coordination of planning, community and economic development related functions and activities as the municipality may from time to time provide, by ordinance, and which may include the coordination of all land acquisition and land management proposals, economic development planning, the preparation of a comprehensive or master plan and maintenance of a centralized source of records, reports, statistical data and other planning and development related materials.

28.2 Director of Planning and Community Development

The division of planning, and community development shall be under the direct control and supervision of a director of planning and community development who shall be appointed by and who shall be responsible to the mayor. The director shall be a person especially fitted by education, experience and training to perform the duties of the office. The director shall be responsible for the supervision and coordination of all activities of the division of planning and community development in accordance with the general laws, ordinances, and rules and regulations.

Section 29. Board of License Commissioners¹⁶

There shall be a board of license commissioners which shall have the power to issue licenses for innholders or common victuallers, the powers of a licensing board appointed under General Laws chapter 138, section 4, and shall be the licensing authority for the purposes of General Laws chapters 138 and 140. The board shall have all powers with respect to other licenses for which the municipality has statutory and regulatory authority unless otherwise assigned to another municipal office or officer by general law. The board of licensing commissioners may grant licenses relating to alcoholic beverages under General Laws chapter 138 and those licenses under General Laws chapter 140 which are not, by the provisions of said chapter, placed within the jurisdiction of another municipal officer or agency.

The board of license commissioners shall consist of five (5) residents appointed by the mayor. Such appointed members shall serve for three (3) year terms. No person while a member of the board of license commissioners shall have any financial interest, direct or indirect, in the sale or distribution of alcoholic beverages in any form.

The city clerk, the inspector of buildings, the director of public health, the fire chief and the police chief (or persons performing similar duties under any other title) shall be advisory to board of license commissioners. The mayor shall designate a chair, vice-chair and clerk from among the members.

Section 30 Board of Cemetery Trustees¹⁷

30.1 Composition, Term of Office

There shall be a board of cemetery trustees (Trustees of the Edgell Grove Cemetery) which shall consist of five members nominated and elected by voters of the municipality at large. The term of office for the five (5) cemetery trustees shall be for four (4) years each, beginning on the first day of January in the year following their election, and continuing until their successors have been qualified. The terms of office shall be so arranged that as nearly an equal number of members as is possible shall be filled at each regular municipal election.

30.2 Eligibility

¹⁶ Text of Charter Article V, Section 5
¹⁷ Text of Charter Article IV, Section 3

Article II: Functions and Authority of Permanent Officers, Municipal Officials, and Multiple Member Bodies

A cemetery trustee shall at the time of election be a voter. If a cemetery trustee removes from the municipality during the term for which elected, the office shall immediately be considered vacant and filled in the manner provided in Article IV, section 4 of Charter.

30.3 Officers

As soon as practicable after the cemetery trustees elect have been qualified following each regular municipal election, board of cemetery trustees shall organize by electing one (1) of the Trustees to serve as chair, one (1) to serve as vice-chair and one (1) to serve as clerk, each for a two-year term. The chair shall preside at all meetings of the board of cemetery trustees, regulate its proceedings and shall decide all questions of order. The chair shall appoint all members of all subcommittees, whether special or standing.

30.4 Prohibitions

No member of the board of cemetery trustees shall hold any position in the cemetery department for which a salary is payable from the municipal treasury, except positions receiving a stipend. No former member of the board of cemetery trustees shall hold any compensated position in the cemetery department until at least one (1) year after the date on which the member's service on the board of cemetery trustees has terminated.

30.5 Compensation, Expenses

The members of the board of cemetery trustees shall receive no salary for their services. Subject to prior authorization by the trustees, the cemetery trustees shall be entitled to reimbursement of their actual and necessary expenses incurred in the performance of their duties

30.6 Powers and Duties

The board of cemetery trustees shall have all powers which are provided by the general laws and any additional powers and duties that may be assigned by the charter, by ordinance, or otherwise and are not inconsistent with this charter. The powers and duties of the board of cemetery trustees shall include the following:

- 30.6.1 To make all reasonable rules and regulations for the operation of the Edgell Grove Cemetery and any other municipal cemeteries as may be allowed by ordinance and for conducting the business of the board of cemetery trustees as may be considered necessary or desirable;
- 30.6.2 To advise and make recommendation to the mayor for an annual operating budget for the cemetery department. The cemetery trustees shall advise the mayor on all matters concerning the cemetery department, equipment and, buildings and grounds;
- 30.6.3 To recommend to the mayor for appointment a candidate for cemetery director; and,
- 30.6.4 To accept donations and manage funds in its trust.

Section 31 Naming of Framingham Property¹⁸

Framingham property, real and personal, shall only be dedicated or named by majority vote of the full council upon a recommendation of the mayor, except in the case of school property which shall only be dedicated or named by majority vote of the full school committee with the approval of the mayor. officers, committees, boards or commissions may make recommendations from time to time to the mayor regarding the naming of property within the control of said officer, committee, board, or commission's control.

¹⁸ Text of Charter Article IX, Section 19

Article III
Council

Article III: Council

Section 1. COMPOSITION, TERM OF OFFICE¹

- a) Composition: There shall be a council of eleven (11) members which shall exercise the legislative powers of Framingham. Two (2) of these members, to be known as councilors-at-large, shall be nominated and elected by and from the voters at large. Nine (9) of these members, to be known as district councilors, shall be nominated and elected by and from the voters of each district, with one district councilor to be elected from each of the nine (9) districts into which the municipality is divided, under Article VII, section 3 of the Framingham Home Rule Charter.
- b) Term of Office: The term of office for councilors-at-large shall be four (4) years. The term of office for district councilors shall be two (2) years. All councilor terms shall begin on the first day of January in the year following the councilor's election, and shall continue until their successors have been qualified.
- c) Eligibility: Any voter shall be eligible to hold the office of councilor-at-large. Any voter, who is a resident of the district on or before June 1 in any municipal election year, shall be eligible to serve as the district councilor for that district. If a councilor-at-large or a district councilor removes from Framingham, or a district councilor removes to another district in Framingham, during the term for which elected, that office shall be considered vacant and the balance of the unexpired term shall be filled in the manner provided in Article II, section 11 of the Framingham Home Rule Charter.
- d) Qualifications: The council shall be the judge of the election and qualification of its members.
- e) Term Limit: No person shall hold the office of councilor-at-large for more than three consecutive full 4-year terms and no person shall hold the office of district councilor for more than six consecutive full 2-year terms.

Section 2. COUNCIL OFFICERS²

- a) Election and Term of Council Chair: As soon as practicable following the taking of the oath of office and councilors have otherwise qualified for office, as provided in Article IX, section 11 of the Home Rule Charter, the councilors shall elect from among its members a council chair who shall serve for a two (2) year term of office.
- b) Powers and Duties of Council Chair: The council chair shall preside at all meetings of the council, shall regulate its proceedings and shall decide all questions of order. The council chair shall have the same powers to vote upon all measures coming before the council as any other councilor. The council chair shall perform any other duties consistent with the office that may be provided by charter, by ordinance, by council rules, or by other vote of the council.
- c) Appointments of the Council Chair: The council chair shall appoint all members of all committees established by the rules of the council, whether special or standing, including, but not limited to a finance subcommittee.
- d) Council Vice-Chair: The councilors shall also elect from among their members a council vice-chair who shall serve as acting council chair during the temporary absence or disability of the council chair during the current term of office. The powers of the vice chair acting as council chair shall be limited to only those powers of the office indispensably essential to the performance of the duties of the office during the period of temporary absence or disability.

Section 3. PROHIBITIONS³

- a) Holding Other Office or Position: No councilor shall hold any other municipal office or municipal employment for which a salary or other emolument is payable from the Framingham treasury. No former councilor shall hold any compensated appointed municipal office or appointed municipal employment until one (1) year after the date on which the former councilor's service on the council has terminated.
- b) Interference with Administration: Neither the council nor any councilor shall give orders or directions to any municipal officer or employee, either publicly or privately.

Section 4. COMPENSATION, EXPENSES⁴

¹ Text from Charter Article II Section 1

² Text from Charter Article II Section 2

³ Text from Charter Article II Section 3

⁴ Text from Charter Article II Section 4

Article III: Council

- a) Compensation: The councilors shall receive such stipend for their services as may from time to time be set by ordinance. Any ordinance increasing the stipend of councilors (i) must be adopted during the first eighteen (18) months of the then councilors' terms; (ii) shall not be effective until after the next election and qualification of councilors; and (iii) shall only be adopted by a two-thirds (2/3) vote of the full council on a roll call vote. At-large councilors shall be eligible to receive any increase received by district councilors, notwithstanding the longer term of office. Said stipend shall be \$5,000 per year for Councilors and \$7,500 per year for the Council Chair.
- b) Expenses: Subject to prior authorization by the council, councilors shall be entitled to reimbursement of their actual and necessary expenses incurred in the performance of their duties.

Section 5. GENERAL POWERS⁵

- a) Municipal Powers: Except as otherwise provided by the general laws or by this charter, all municipal powers of Framingham shall be vested in the council which shall provide for their exercise and for the performance of all duties and obligations imposed upon the municipality by law.

Section 6. EXERCISE OF POWERS; QUORUM; RULES⁶

- a) Exercise of Powers: Except as otherwise provided by the general laws or by the Framingham Home Rule Charter, the legislative powers of the council may be exercised in a manner determined by the council.
- b) Quorum: The presence of a majority of members of the full council shall constitute a quorum for the transaction of business.
- c) Required Vote: Except as otherwise provided by the general laws or by this charter, the affirmative vote of the majority of the full council shall be required to adopt any ordinance or appropriation order. Any zoning ordinance shall only be adopted by a two-thirds (2/3) vote of the full council, unless otherwise required by the general laws.
- d) Rules of Procedure: The council shall from time to time adopt rules regulating its procedures, which shall be in addition to the following:
 - i. Regular meetings of the council shall be held at a time and place fixed by ordinance, provided that the council shall meet at least once per month;
 - ii. Special meetings of the council shall be held at the call of the council chair, or, at the call of any four (4) or more councilors, by written notice delivered in hand to the councilor or to the place of residence of each councilor and which contains a listing of the items to be acted upon. Except in case of an emergency, the existence of which the council chair shall be judge, this notice shall be delivered at least forty-eight (48) hours in advance of the time set for the meeting. A copy of the notice to councilors shall simultaneously be posted on the municipal bulletin board and otherwise published as may be required by ordinance;
 - iii. All sessions of the council and of every committee or subcommittee of the council, shall at all times be open to the public, unless another provision is made by law;
 - iv. All votes on ordinances shall be by roll call;
 - v. A full, accurate, up-to-date account of the proceedings of the council shall be kept, which shall include a record of each vote taken, and which shall be made available with reasonable promptness following each meeting. The minutes of any executive session shall be made available as soon as their publication would not defeat the lawful purpose of the executive session consistent with the requirements of the Open Meeting Law, General Laws chapter 30A, section 22;
 - vi. Any resident of Framingham may be recognized and speak to any agenda item on the current council agenda. The council shall include in its rules procedures to address public participation at council meetings, including but not limited to, special rules which may govern such public participation at special or emergency meetings; and,

⁵ Text from Charter Article II Section 5

⁶ Text from Charter Article II Section 6

Article III: Council

- vii. Absent any unforeseen difficulty, technical or otherwise, all meetings of the council shall be recorded and broadcast live.

Section 7. ACCESS TO INFORMATION⁷

- a) In General: The council may make investigations into the affairs of the municipality and into the conduct and performance of any of its agencies and for this purpose may subpoena witnesses, administer oaths and require the production of evidence. Upon completion of any investigation, a report shall be submitted to the secretary of the council and such report shall be posted on the municipal bulletin board.
- b) Officers, Members of Agencies, Employees: The council may require any officer, member of an agency or employee to appear before it to give any information that the council may require in relation to the municipal services, functions, powers, or duties which are within the scope of responsibility of that person and within the jurisdiction of the council. The mayor shall receive notice of any such request at the same time as the officer, member, or employee is notified.
- c) Mayor: The council may require the mayor to provide specific information to it on any matter within the jurisdiction of the council. The council may require the mayor to appear before it, in person, to respond to written questions made available to the mayor at the time the request to attend is made to the mayor, or to provide specific information on the conduct of any aspect of the business of the municipality. The mayor may bring to this meeting any assistant, division head, department director or other officer or employee that the mayor may consider necessary to assist in responding to the questions posed by the council.
- d) Notice: The council shall give not less than five (5) days advance notice to any person it may require to appear before it under this section. The notice shall include specific questions on which the council seeks information, and no person called to appear before the council under this section shall be required to respond to any question not relevant or related to those presented in advance and in writing. Notice shall be by delivery in hand, or by registered or certified mail to the last known place of residence of that person. The mayor shall receive a copy of all such notices.

Section 8. OFFICERS APPOINTED BY COUNCIL⁸

- a) Auditor: The council shall appoint an auditor to serve for a term of three (3) years and until a successor is chosen and qualified. The auditor shall conduct, or cause to be conducted, financial and performance audits following government auditing standards as promulgated by the comptroller-general of the United States. The auditor shall make periodic reports to the council in such detail and with such frequency as the council shall, by ordinance, by rule or by other vote, direct. All officials and employees of the municipality shall cooperate with the auditor in the performance of this audit function. The auditor shall have such other powers and duties as may be provided by charter, by ordinance or by other vote of the council.
- b) City Clerk: The council shall appoint a city clerk to serve for a term of three years and until a successor is chosen and qualified. The city clerk shall, with the approval of the council, appoint an assistant clerk to serve coterminously with the city clerk. The city clerk shall be the keeper of vital statistics for the municipality; shall be the custodian of the Framingham seal; shall administer the oath of office to all persons, elected or appointed, to any office; shall issue such licenses and permits as are required by the general laws to be issued by clerks; and shall supervise and manage the conduct of all elections and all other matters relating to elections. The city clerk shall have any other powers and duties that are given to city clerks by the general laws, by this charter, by ordinance or by other vote of the council.
- c) Secretary of the Council: The council shall appoint a secretary of the council to serve for a term of three (3) years and until a successor is chosen and qualified. The secretary of the council shall give notice of its meetings to its members and to the public, keep the journal of its proceedings, research municipal matters and perform any other duties that may be provided by ordinance or by other vote of the council.
- d) Salaries/Compensation: The officers appointed or elected by the council shall receive the salaries or other compensation that may from time to time be provided for these offices, by ordinance.

⁷ Text from Charter Article II Section 7

⁸ Text from Charter Article II Section 8

Article III: Council

- e) Removal/Suspension: Any person appointed or elected by the council may be removed or suspended by the council by the use of the procedures established in the municipality's personnel ordinance for the removal of municipal employees.

Section 9. ORDINANCES AND OTHER MEASURES⁹

- a) Emergency Ordinances: No ordinance shall be passed finally on the date it is introduced, except in case of emergency. No ordinance shall be regarded as an emergency ordinance unless the emergency is defined and declared in a preamble to the ordinance, separately voted upon and receiving the affirmative vote of seven (7) or more councilors. Emergency ordinances shall stand repealed on the sixty-first (61st) day following their adoption, unless an earlier date is specified in the measure.
- b) Measures: The council may pass a measure through all of its stages at any one meeting, except proposed ordinances, appropriation orders and loan authorizations, provided no councilor shall object. If any single member objects, a vote on the measure shall be postponed to the next meeting of the council. On the first occasion that the question of adopting any measure is put to the council, except an emergency measure as defined in Article II, section 9(a), if a single member objects to the taking of a vote, the vote shall be postponed until the next regular or special meeting of the council. This procedure to postpone a vote shall not be used more than once for any measure notwithstanding any amendments made to the original measure.
- c) Any ordinance authorizing the granting of a special permit in accordance with Massachusetts zoning laws shall limit such authority to the council, planning board or zoning board of appeals, and any such ordinance shall further require a two-thirds (2/3) vote of such bodies with more than five (5) members, a four-fifths (4/5) vote of a five-member body, and a unanimous vote of a three-member body, unless otherwise required by the general laws.
- d) Publication: Every proposed ordinance, appropriation order or loan authorization, except emergency ordinances under subsection (a) of this section, shall be posted on the municipal bulletin board, and in any additional manner as may be provided by ordinance, at least ten (10) days before its final passage. An emergency ordinance shall be posted on the municipal bulletin board as soon as practicable. After final passage of any ordinance, appropriation order or loan authorization, it shall be posted on the municipal bulletin board and otherwise published as may be required by ordinance.

Section 10. COUNCIL REVIEW OF CERTAIN APPOINTMENTS¹⁰

- a) Submission of Names to Council: The mayor shall submit to the council the name of each person the mayor desires to appoint to any office as a division head, the citizen participation officer, or as a member of a multiple-member body. The council shall refer each name that is submitted to it to a standing committee of the council which may investigate each candidate for appointment and may make a report, with recommendations, to the full council not less than seven (7) nor more than twenty-one (21) days after the referral. The committee may require any person whose name has been referred to it to appear before the committee, or before the council, to give any information relevant to the appointment as such committee, or the council, may require.
- b) Effective Date for Certain Appointments: Appointments made by the mayor for division heads or the citizen participation officer shall become effective on the thirtieth (30th) day after the date on which notice of the proposed appointment was filed with the secretary of the council, unless the full council by a two-thirds (2/3) vote shall within those thirty (30) days vote to reject the appointment, or unless the full council has sooner voted to affirm the appointment. The question of approval or rejection of any appointment made by the mayor shall not be subject to the procedures provided for in Article VIII of the Charter.
- c) Approval of Multiple-Member Body Appointments: Appointments made by the mayor for multiple-member body members shall be submitted to the council for its approval, provided that said appointments shall become effective on the thirtieth day after the date on which notice of the proposed appointment was filed with the clerk unless the majority of the full council rejects said appointment within thirty (30) days or the full council has sooner voted to affirm the appointment earlier. The question on approval or rejection of any

⁹ Text from Charter Article II Section 9

¹⁰ Text from Charter Article II Section 10

Article III: Council

appointment made by the mayor shall not be subject to the procedures provided for in section Article VIII of Charter.

Section 11. FILLING OF VACANCIES¹¹

- a) councilor-at-Large: Vacancy
 - i. Vacancy during Initial 16 Months of Term: If a vacancy shall occur in the office of councilor-at-large during the first sixteen (16) months of the term for which councilors are elected, the vacancy shall be filled by a special election. A preliminary election will be held within sixty (60) days following the vacancy, and the special election shall be held 35 days following the preliminary. The candidate elected shall be qualified by the council and shall serve for the balance of the then unexpired term.
 - ii. Vacancy between 17 and 21 Months of Term: If a vacancy shall occur in the office of councilor-at-large during or after the seventeenth (17th) month, but before the twenty-first (21st) month of the term to which elected, the vacancy shall be filled at the next regular municipal election and the candidate elected shall serve for the remainder of the present term.
 - iii. Vacancy after initial 21 Months of Term, but prior to 42nd Month of Term: If a vacancy shall occur after the twenty-first (21st) month of the term to which elected, but before the forty-second (42nd) month, the vacancy shall be filled by a special election. A preliminary election will be held within sixty (60) days following the vacancy, and the special election shall be held thirty-five (35) days following the preliminary. The candidate elected shall be qualified by the council and shall serve for the balance of the then unexpired term.
 - iv. Vacancy during or after 42nd month of Term: Any vacancy in the office of councilor at large during or after the forty-second (42nd) month of the term to which elected shall be filled at the next regular municipal election. The candidate so elected shall take office immediately, and serve for the remaining two (2) months of the present term as well as to the term to which elected.
- b) District Councilor: If a vacancy shall occur in the office of district councilor in the initial twenty (20) months of the term it shall be filled by the candidate receiving the next highest number of votes for the district council seat in the district where the vacancy occurs provided that such candidates received at least 30 per cent of the vote total received by the person receiving the highest number of votes for the seat, and remains willing and able to serve. The council shall qualify the individual elected to the office of district councilor to serve for the remainder of the existing term. Any vacancy occurring after the twentieth (20th) month of the term shall be filled at the next regular municipal election. The candidate so elected shall take office immediately, and serve for the remaining two months of the present term as well as to the term to which elected.
- c) Filling of Vacancies by Council: Whenever a vacancy shall occur in the office of councilor-at-large or in that of district councilor and there is no available candidate to fill the vacancy in the manner provided in Article II, sections 11(a) or 11(b), the vacancy shall be filled by vote of the remaining members of the council. Notice of said councilor vacancy shall be posted for a minimum of twenty-one (21) days prior to the meeting at which the council shall fill any such vacancy.

Section 12. Distribution of literature to Councilors¹²

- 12.1 Any multiple member body or officer of Framingham or any sponsor of a measure before the council shall submit background material to the Council. Any material so submitted must bear the name of the entity or person that submits the material. The material may also be delivered electronically to Councilors. All such materials shall be posted with the meeting materials on the municipal bulletin board.
- 12.2 Any multiple member body, municipal officer or resident of Framingham may distribute literature pertinent to any measure before the Council.

¹¹ Text from Charter Article II Section 11

¹² From town bylaws Article III, Section 1.8

Article III: Council

Section 13. Publication of Council Actions¹³

- 13.1** A record of Council actions shall be posted on the municipal bulletin board within ten (10) days after the votes by the Council. A record of Council actions shall also be made a part of the Annual Report.
- 13.2** A record of attendance of Council members at each Council session shall be made a part of the Annual Town Report.
- 13.3** A record of all motions made under each measure, except procedural motions, along with a record of votes taken, including those that pass and those that fail, shall be made a part of the Council minutes for each session and posted on the municipal bulletin board. Additional language and information (e.g., Background Material or Handouts) shall be a part of the record when specifically referenced in a motion.
- 13.4** Resolutions made under a measure, or independently by a Councilor, shall be made part of the Council's minutes, including those that pass and those that fail.

Section 14. Financial Disclosure¹⁴

All Councilors shall file a financial disclosure with the City Clerk in accordance with these ordinances.

Section 15. Publication of Council Votes

The City Clerk shall post within a reasonable time after each council session in which a rollcall vote was taken on a question a list which shall disclose how each Councilor voted. Said list shall become a permanent record of the City, posted on the municipal bulletin board, and be included in the annual report for the year in which it was voted.

¹³ From town bylaws Article III Section 1.16

¹⁴ As required by Charter Article IX Section 18

Article IV

Personnel Ordinance

Article IV: Personnel Ordinance

Section 1. Purpose and Authorization

The purpose of this Ordinance is to assure the establishment of fair and equitable personnel policies for the City of Framingham, together with a system of personnel administration based on merit principles that will guarantee uniform, fair and efficient application of those policies.

All appointments and promotions of municipal officers and employees shall be made on the basis of merit and fitness demonstrated by education, examination, past performance, or by other evidence of competence and suitability. Nothing in this section shall be construed to modify or supersede the basis of appointments or promotions for positions covered by the Civil Service Laws, except to the extent that such matters are delegated by the applicable state agency to the municipality.¹

This Ordinance also recognizes the City's moral and legal obligations to treat fairly and equitably, all of its citizens and employees, whether past, present or future, without regard or consideration to race, sexual orientation, color, religious creed, sex, gender identity, genetics, age, national origin, ancestry, disability, status as an active member of the armed forces of the United States, or any other protected class recognized under state or federal law.

This article is adopted pursuant to the authority contained in G.L. c. 41, §§ 108A and 108C and other provisions of these Ordinances.

It shall be the duty of the mayor to administer, govern, and interpret this Ordinance in such a manner as to accomplish said purpose.

Section 2. Application

All City departments and positions shall be subject to the provisions of this Ordinance except positions under the supervision of the School Committee and positions which are filled by direct election. Employees subject to the Massachusetts Civil Service Laws or collective bargaining agreements are subject only to those provisions in this article which are not specifically regulated by Civil Service Law or bargaining agreement. Nothing in this article shall be construed to limit any rights of employees pursuant to M.G.L. Chapter 150E. This article is intended to be in accordance with all applicable state and federal laws. In the event of inconsistencies, the state or federal law shall apply.

Section 3. Definitions

As used in this article, the following words and phrases shall have the following meanings unless a different construction is clearly required by the context or by the laws of the Commonwealth of Massachusetts.

Appointment - The placement of a person in a position in the service of the City.

Base Pay - The rate of pay established for a position by the Compensation Plan (hourly for hourly positions; weekly for weekly positions; annual for salaried positions), prior to inclusion of any employee-related longevity, differential or other special pay types.

Civil Service Law - M.G.L. Chapter 31 as amended and all rules and regulations made thereunder; and any special law enacted by the General Court regulating classifications, compensation and conditions of employment in service of the Town under M.G.L. Chapter 31.

Class - A group of positions in City service sufficiently similar in respect to duties that one position title may be applied to all, that the same requirements may be used to determine qualification of employees, and that the same test of qualification may be used to choose qualified employees, and that the same scale of pay may be applied to all positions in the group.

Classification Plan - The classification plan established by the mayor and approved by the council.

Compensatory Time - Paid authorized absence from work during normally-scheduled working hours administered to employees in lieu of payment for worked overtime hours, at the discretion of the appropriate Department or Division Head, and pursuant to the provisions of this Ordinance, any collective bargaining agreement and the United States Fair Labor Standards Act and City Policy.

¹ Text of Charter Article V, Section 2

Article IV: Personnel Ordinance

Continuous Employment - Uninterrupted employment in one or more consecutive regular full time or regular part time positions in City service, from the first date of hire until the date of termination subject to adjustment due to unpaid leaves of absence, where appropriate: used as the standard of measure for determining benefit and leave eligibility.

Department - Any department or other agency of the City subject to this Ordinance.

Department Director - The person having immediate supervision and control of a department and reporting to a Division Head.

Division Head - The person having immediate supervision and control of a division within the City, and reporting directly to the mayor and, in the case of the Library Division and the Cemetery Division, to an elected Board.

Employee - Regular full-time - one who fills a position which is considered to be ongoing for an indefinite period and who works the daily and weekly schedule of hours required for that department. Regular part-time - one who fills a position which is considered to be ongoing for an indefinite period and whose job/position requirements are such that he or she is scheduled for 20 or more hours per week, but less than full-time hours. Temporary full-time - one who fills a position which is considered to be of limited duration with the employee working the daily and weekly scheduled hours for that department. Temporary part-time - one who fills a position which is considered to be of limited duration, filling a need in a Town department where the daily and/or weekly hours scheduled are less than that for full-time employees.

Exempt Employee - An employee whose position is not regulated by the provisions of the U.S. Fair Labor Standards Act although defined by the FLSA.

Fair Labor Standards Act - The United States Act first adopted in 1938, enforced by the U.S. Department of Labor, that sets minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees who are covered by the Act and not exempt from specific provisions.

Lateral Transfer - Transfer to a position of the same compensation grade as the original position before transfer.

Longevity - The length of an employee's continuous employment.

Non-exempt Employees - Employees whose employment is regulated by the provisions of the U.S. Fair Labor Standards Act.

Non-represented Employees - Those employees whose position titles are not included in a collective bargaining unit.

Overtime - Time worked in excess of a non-exempt employee's normally scheduled number of hours per day or week.

Pay Plan - The compensation plan established by Section 5 of this Ordinance and by votes of the council in relation thereto, under authority of M.G.L. Chapter 41, Sections 108A and 108C, as amended.

Position - A post of employment established in the Classification Plan of this article, with assigned duties and responsibilities.

Probationary Period - The first six months of employment is a probationary period. Prior to completion of the probationary period, an employee evaluation is completed, including a written recommendation relative to the retention or termination of the employee. If the employee's job performance is found to be unacceptable, the service of the employee may be terminated. The probationary period may be extended by the Division Head with the approval of the Human Resource Director and the mayor.

Promotion - A change from a position of lower class and compensation grade to a position with greater responsibilities in a higher class and compensation grade.

Rate - A sum of money designated as compensation for hourly, weekly, monthly or annual employment services.

Reclassification - A change made to a position title within the Classification Plan as a result of a change in duties required to be performed by the position.

Represented Employees - Those employees whose position titles are included in a collective bargaining unit.

Article IV: Personnel Ordinance

Step/Step Rate - The rate(s) in the range of a pay grade.

Section 4. Classification Plan

The official Classification Plans of positions in the service of the City shall consist of the classes listed by titles in Appendix A which is incorporated as a part hereof and attached hereto within 30 days of being approved.

Section 5. Pay Plan

The official schedule of pay rates of each position defined in the Classification Plan shall consist of the pay grades showing the minimum and maximum salaries or wages, with step rate increases therefore, to be paid to employees in positions allocated to the various classes in the Classification Plan. This is referred to as Schedule B of the Personnel Ordinance, which is incorporated as a part hereof and attached hereto within 30 days of being approved. The pay grade for each class shall be the pay grade assigned to such class, as shown in Schedule A. Additional compensation shall be paid to employees in positions in certain classes, as provided in Schedule B or as authorized by the mayor.

Section 6. Amendments to Classification and Pay Plans

The pay grades and additional compensation as provided in Schedule B, when and as adjusted by vote of the council shall be effective on the dates so recommended, including those provided in labor agreements between the City and the various bargaining groups.

Section 7. Personnel Board

Deleted.

Section 8. Human Resources Director

8.1 The City shall have a Human Resources Director who shall be appointed by the mayor, subject to the approval of the council. The mayor may designate an existing City position to include the Human Resources Director duties and title, or may appoint a Human Resources Director as a separate position. The mayor may appoint an interim Human Resources Director to fill any vacancy.

8.1.1 The person appointed by the mayor shall possess ability and management experience in the field of Human Resources.

8.1.2 Subject to the direction and supervision of the mayor, the Human Resources Director shall perform the following duties with respect to all positions, Divisions and Departments having employees whose positions are subject to this Ordinance:

(a) Shall maintain the personnel records of all City employees.

(b) **Deleted.**

(c) **Deleted.**

(d) Shall have custody of all job descriptions and shall see that they are complete and current and accurately describe the duties which each employee is responsible for performing.

(e) Shall regularly review the Classification Plan and as required by the budget making process, shall prepare recommendations as to assignment of new positions and reassignment of existing positions within the Plan.

(f) Shall regularly review the Pay Plan and, as required by the budget making process, shall prepare recommendations as to adjustments in pay scales required generally by reason of changes in the cost of living or otherwise and as to specific adjustments required by reason of changes in the nature of the duties and responsibilities of particular positions or classes of positions.

Article IV: Personnel Ordinance

- (g) Shall, upon the request of any City Division or Department Director, prepare and assist in conducting training programs for the employees of that Division or Department for the purpose of improving their effectiveness in their jobs.
- (h) Shall, to the extent consistent with applicable grievance procedures, investigate the facts giving rise to grievances and make recommendations to the mayor at any step of the grievance procedure.
- (i) Shall make studies and recommendations to the mayor concerning action to improve working conditions and employee morale.
- (j) At the request of the mayor, to act for the City in collective bargaining, shall make such studies as may be requested and shall participate to the extent requested by the mayor or those persons in collective bargaining on behalf of the City.
- (k) Shall maintain a record of all persons seeking employment with the City and shall conduct a program of recruitment to obtain for the City best qualified prospective employees. All Divisions of the City, subject to this Ordinance, shall forthwith notify the Human Resources Director of all vacancies as they occur in positions under the City Pay and Classification Plans, and shall comply with Article IX, Section 15 of the Charter relative to such vacancies. Upon request from a Division Head or appointing authority, shall assist in the recruitment of prospective employees, and shall within 14 work days of receipt of such a request, provide a list of any persons who have signified interest in the vacant position, and then shall assist in the screening and selection as hereinafter more fully described in Section 16 of this Ordinance.
- (l) Shall provide liaison as fully as may be permitted by law between City Divisions and those agencies of the Commonwealth, including the Civil Service Commission, having jurisdiction over any employee of the City.
- (m) Unless otherwise provided by law, shall administer all City, including the School Department, employee benefit programs, including without limitation, workers' compensation, safety, and hospital and medical and life insurance programs.

Section 9. Class Definitions

The Human Resources Director may review from time to time, written definitions of the classes in the Classification Plan, and may suggest to the mayor, amendments to each including statements describing the kind of work, the distinguishing features of the work and such illustrative examples of duties as may be deemed appropriate as well as placements in the appropriate class and grade. Any changes made to the Classification Plan will be presented to the council for approval in accordance with this Ordinance.

Section 10. Interpretation of Class Definitions

The definitions of the classes shall be interpreted as descriptive only and not restrictive. The definitions for any class shall be construed solely as a means of identifying positions properly pertaining to the class, and not as prescribing what the duties or responsibilities of any position of the class shall be, nor as modifying or in any way affecting the power of any administrative authority as otherwise existing, to assign duties to, or to direct and control the work of any employee under the jurisdiction of such authority.

Section 11. Records and Requisitions

The Human Resources Director shall keep such personnel records of all employees of the City subject to the Classification and Pay Plan in accordance with law and City policy. These records shall include the name, age, date of employment, Civil Service classification, if any, City classification, title, and other pertinent data.

Section 12. Titles of Positions

No person shall be appointed, employed, or paid as an employee in any position under the Classification and Pay Plans under any title other than that of the class to which the position is allocated. The title of each class shall be the official title of every position allocated to the class for all purposes having to do with the position as such, and shall

Article IV: Personnel Ordinance

be used to designate the position in all payrolls, budget estimates, and official records and reports, and in every other connection involving personnel and fiscal processes.

Section 13. Step Rate Increases

A step rate increase between the minimum and maximum salaries or wages for all pay grades shall be the amount shown in the Pay Plan as amended.

Employees who are employed in any full-time or part-time positions within the Classification and Pay Plans and who have achieved a satisfactory performance review shall be eligible to receive a step increase on the anniversary date of appointment to said positions.

No employee shall be entitled to any step rate increase authorized by this section except upon recommendation of his/her Department Head, subject to approval of the Human Resources Director. If a Department Head and/or the Human Resources Director refuses to recommend any increases authorized by this section, or fails to recommend such an increase within ten days following the date when any employee in the Department would otherwise be eligible therefore, such employee shall have the right of appeal to the Chief Operating Officer who shall confer with such employee, and the Department Head before making a recommendation thereon.

An employee in a seasonal position within the Classification and Pay Plan shall be entitled to a step rate increase when he/she has completed a full season in the same position.

A step rate increase, as provided in this Section, shall be granted only until the employee attains the maximum salary or rate of the pay grade within the class to which his/her position has been allocated. A

ny employee aggrieved by said decision by his/her Division or Department Director may appeal it to the Chief Operating Officer.

Section 14. Payrolls

14.1 All departments employing hourly, temporary full-time or temporary part-time personnel shall certify their hours worked by submitting an authorized time sheet documenting such hours.

14.2 For the purposes of cost analysis and compilation of pertinent data and statistics, the City payroll shall accurately itemize and separately reflect at least, the following information for all employees:

- (a) Hours Worked
- (b) Hours Paid for Sick Leave
- (c) Hours Paid for Personal Day(s)
- (d) Hours Paid for Bereavement Leave
- (e) Hours Paid for Vacation Leave
- (f) Holiday Pay
- (g) Hours Paid for Compensatory Time
- (h) Hours Paid Under Workers Compensation

Section 15. Recruitment, Selection and Employment

15.1 All Division Heads shall give advance notice to the Human Resources Director, in such form as the Director may require, of all intentions to fill any vacancy within the Department. All requests for personnel will be made in accordance with City Policy and Procedures and Article IX, Section 15 of the Charter.

15.2 Except as otherwise provided in labor agreements between the City and the various bargaining units, or by Civil Service requirements, the Human Resources Director shall initiate and assist the Division Head in the search for well-qualified applicants.

The process of searching out and finding well-qualified applicants shall be instituted among City employees as well as all applicants.

Article IV: Personnel Ordinance

- 15.3 With the exception of Division and Department Directors, all job qualifications shall be established jointly by the Human Resources Director and the Division Head and shall be adhered to as a minimum in filling the position. Such qualifications shall be delineated and described in terms of the minimum requirements necessary for an applicant to possess to qualify for the position. The specific qualifications shall relate to the functions and duties of the job to be performed.
- 15.4 The Human Resources Director and staff shall assist the Division Head in the processing and screening of all applicants and the arrangement of interviews of all well qualified applicants.
- 15.5 Vacancy in any position within the Classification and Pay Plans may be filled by the Division or Department Director subject to the consent of the mayor pursuant to Article III, Section 3(a) of the Charter.
- 15.6 A vacancy in any Division or Department Director position shall be filled by the mayor pursuant to Article II of these Ordinances and the Framingham Home Rule Charter.
- 15.7 When an employee is appointed on an acting or temporary basis, until such time as a permanent appointment is made, the employee may be paid on a temporary basis at a rate recommended by the Department Head and approved by the Human Resources Director yet included in the Pay Plan. When there is a need to fill any position listed within the Classification and Pay Plan on a temporary basis, except part-time designated seasonal employees, the period of temporary employment for any person filling such a position shall not exceed a period of three months and no more than one temporary assignment may be made to an individual within one twelve month period. Any extension of the above three month period or additional assignment within a twelve month period may be made only with the prior approval of the mayor.
- The Human Resources Division shall be notified forthwith as to all vacancies to be filled in both temporary and permanent positions and the Human Resources Division shall assist in the recruiting, screening, and selecting of the persons to fill these positions.
- 15.8 With regard to new personnel:
- 15.8.1 The starting compensation rate shall be step 1 of the grade level authorized for the job on the Classification Plan for which the new employee is hired unless otherwise authorized by the mayor.
- 15.8.2 For new personnel be they regular full time or regular part time, the first six months (or more if determined necessary) of employment shall be a probationary period. The employee while in the probationary period shall be eligible to participate in benefits for City employees in the manner described below:
- 15.8.3 **Employee Benefits**
- (a) Health Insurance - The City will contribute towards the premiums of health plans it may offer its employees at the percentage agreed to in the manner established by M.G.L. Chapters 32B and 150E.
- (b) Life Insurance - The City will contribute towards the premiums of the basic group life and accidental death and dismemberment insurance it may offer its employees at the percentage agreed to in the manner established by M.G.L. Chapters 32B and 150E. Employees may purchase additional coverage at their own expense.
- (c) Contributory Retirement System - Funds shall be deducted for retirement purposes and applied to retirement from the date of deduction.
- (d) Vacation, Personal Days, Longevity - The initial date of hire will be the date used for determining eligibility for vacation leave, personal days, and longevity for such employee in accordance with City policy.
- (e) Sick leave - Any employee will be permitted to use accumulated sick leave in accordance with the City Policy on Sick Leave.

Article IV: Personnel Ordinance

(f) Holidays- The employee who is in pay status the work day prior to and following the holiday will be paid for the holiday and in accordance with the City policy on Holiday pay.

Section 16. Allowance for Vacation Leave

Vacation leave shall be granted in accordance with the City's policy on Vacation Leave, the applicable Collective Bargaining Agreement, and applicable State and Federal Laws.

Section 17. Leave of Absence

The mayor may grant leaves of absence in accordance with City Policy and Collective Bargaining Agreements.

Section 18. Sick Leave

18.1 Sick Leave may be granted as outlined in the City's policy on Sick Leave.

18.2 Any employee who fraudulently reports illness or injury in order to secure the benefit of sick leave with pay shall be subjected to disciplinary measures up to and including discharge.

18.3 Accrued personal sick leave may be used to supplement Workers' Compensation benefits.

Section 19. Longevity Pay

Longevity pay shall be paid to any regular employee in the City service covered by the Classification Plan, at the rate of two hundred dollars annually after the completion of ten years of continuous service, and only after the completion of each successive year of service thereafter. An additional fifty dollars shall be paid annually for the completion of each additional five years of continuous service thereafter. Said longevity pay shall be due and payable within thirty (30) days after the anniversary date of completion of said service.

The continuous service of an employee shall not be deemed to have been broken by service in the Armed Forces of the United States providing such employee returns to the City employment within two years of his/her service termination date, and provided further that the employee's time in the Armed Forces is limited to four years of service time unless it is involuntary service, in which case it may exceed four years.

Section 20. Work Week

Full-time employees of City divisions, except as provided in the respective labor agreements, shall work thirty-seven and one-half hours.

Any overtime hours shall be paid, over forty hours, and in accordance with Federal Fair Labor Standards Act.

Section 21. Employee Review

Each employee covered by the Personnel Ordinance shall have his/her work performance and attendance record reviewed at least once each year. Such review shall be made immediately prior to the employee's work anniversary date with the City. Said review, made by the employee's Division or Department Director or appointing authority, shall be discussed with the employee and the employee shall be requested to sign his/her review sheet stating that he/she has read said review and further that his/her Division or Department Director or appointing authority has discussed the contents thereof with him/her. After the employee has signed said review sheet, it shall then be forwarded to the Human Resources Division which shall be responsible that said reviews are, in fact, done.

Section 22. Civil Service Law

Nothing in this Ordinance shall be construed to conflict with Massachusetts General Laws, Chapter 31 as to those employees under the jurisdiction of Civil Service.

Section 23. Americans with Disabilities Act

As of July 1992 all provisions of this Ordinance must conform to the requirements of the Americans with Disabilities Act. In keeping with the recommendation of the Report of the House Committee on Education and Labor (Report No. 101-485) the City shall take all action necessary to comply with the Act.

Section 24. Disciplinary Actions

Article IV: Personnel Ordinance

24.1 The City shall follow a progressive disciplinary policy of oral and written warnings, suspensions, and terminations. Division or Department Directors may start the disciplinary process at any stage of the process with the approval of the Human Resources Director.

Section 25. Dispute Resolution

25.1 Any employee who feels aggrieved by the administration of any provision of the Ordinance or City policy may take the matter up with his/her immediate supervisor.

25.2 If the matter is not cleared up following a discussion with the immediate supervisor, the employee may submit a written complaint to his/her Division or Department Director. The Division or Department Director may give the employee an informal hearing and attempt to reach a mutually satisfactory adjustment.

25.3 If the matter is not satisfactorily settled within two weeks after a written complaint is made, either party may submit the question to the Human Resources Director. The Human Resources Director shall take the matter under advisement, may hold a public or private hearing at the written request of the employee and shall provide a recommendation to the mayor within thirty days.

Section 26. Employment Contracts

All employment contracts must be executed in accordance with the applicable state statute and be in compliance with state and federal law and Framingham Home Rule Charter.

Article V

Health and Safety

Article V: Health and Safety

Section 1. Alcoholic Beverages

1.1 Introduction

1.1.1 This Ordinance relative to Alcoholic Beverages (“Bylaw”) is promulgated to memorialize, enumerate and describe the authority of the Board of License Commissioners, serving as the City of Framingham’s Liquor Licensing Authority (hereinafter, the “Board” or “licensing authority”), to the fullest extent permitted by Chapter 138 (“Chapter 138”) of the Massachusetts General Laws, as amended, and other powers or provisions of the Massachusetts General Laws. This Ordinance and the City of Framingham’s Rules and Regulations Governing Alcoholic Beverages (“Rules and Regulations”) that may be promulgated by the Board from time to time shall supersede all previous regulations or policies issued by the City of Framingham.

1.1.2 The Board shall have the full power available under Chapter 138, the Massachusetts General Laws to issue all liquor licenses allowed by law or this Ordinance, and to establish reasonable fees therefore. The Board may from time to time adopt Rules and Regulations relative to the business of persons licensed by them under the General Laws or this Ordinance and to the supervision thereof, including the imposition of lawful penalties for violations of such rules, regulations and restrictions. The rules, regulations and restrictions adopted by the Board shall be provided in writing to all applicants for such licenses. The Board shall have the power to modify the Rules and Regulations from time to time, and shall provide licensees with copies of any future amendments to the Rules and Regulations at least seven (7) days prior to the date such amendments go into effect.

1.1.3 Any license issued for the sale in any manner of any alcoholic beverage shall be issued on the condition that there will be strict compliance with Chapter 138, the Massachusetts General Laws, this Ordinance and the Rules and Regulations as described herein. Failure to comply with Chapter 138, the Massachusetts General Laws, this Ordinance and the Rules and Regulations described herein shall be sufficient grounds for refusing to grant the license, or for suspending, canceling, or revoking an existing license.

1.2 Application of Ordinance:

- a) License transfers involving a change of location, ownership, or business;
- b) New Licenses;
- c) One Day or Special Licenses; and
- d) Current Alcohol Licenses (of any type) within the City of Framingham.

1.3 Applicability of State and Local Laws

1.3.1 Applicability of State and local laws and regulations, and permit requirements. All Alcoholic beverage licenses shall also be issued contingent upon continued compliance with all appropriate state and local laws and regulations and all permits and licenses which may pertain to the operation of the premises, including, but not limited to, the State Building Code, State or Board of Health Regulations, common victualer license requirements, entertainment and/or amusement licenses and the City of Framingham Ordinances.

1.3.2 Availability of rules and regulations. All licensees shall ensure that a copy of the City’s Rules and Regulations and the applicable regulations promulgated by the Alcoholic Beverages Control Commission are kept on the premises at all times and are immediately available for inspection upon request by a member of the

Article V: Health and Safety

public or an agent of the Board. Licensees also shall ensure that copies of the Board's Rules and Regulations shall be given to each employee who is responsible for the sale or service of alcoholic beverages.

1.3.3 Responsibility for knowledge of rules and regulations. Licensees must be familiar with Chapter 138, this Ordinance and the corresponding Rules and Regulations, as well as applicable state statutes and regulations promulgated by the Alcoholic Beverages Control Commission. A plea of ignorance will not be considered a justification or defense for a violation.

1.4 Prohibition of Consumption of Alcoholic Beverages in Public Places

1.4.1 No person shall drink any alcoholic beverages as defined in Chapter 138, Section 1 of the Massachusetts General Laws while on, in or upon any public way or upon any way to which the public has a right of access, or any place to which members of the public have access as invitees or licensees, park or playground, or private land or place without consent of the owner or person in control thereof except that the sampling and sale of wine and beer during an event held on City property is permitted if the vendor is duly licensed for such event by the Board of License and in accordance with the applicable provisions of state law, including General Laws, Chapter 138, Section 15F. All alcoholic beverages being used in violation of this section shall be seized and safely held until final adjudication of the charge against the person or persons arrested or summoned before the court, at which time they shall be returned to the person entitled to lawful possession.

1.5 Prohibition of Consumption or Ingestion of Marijuana or Tetrahydrocannabinol (as defined in G.L. c. 94C, § 1, as amended), Cannabinoids or Products Containing the Same in Public Places

1.5.1 Ingestion of marijuana in public places is prohibited

Smoking, ingesting, or otherwise using or consuming marijuana or tetrahydrocannabinol (as defined in M.G.L. c. 94C, §1, as amended), cannabinoids or products containing the same is hereby prohibited in Framingham in enclosed or outdoor space belonging to, or maintained by, healthcare facilities, public places, public transportation vehicles, retail stores, retail food stores, smoking bars, retail tobacco stores, membership associations also known as private clubs, food establishments licensed and/or permitted by the Board of Health of the City of Framingham, or bar rooms licensed and/or permitted by the Board of Health and/or council of the City of Framingham, in accordance with M.G.L. c. 270, §22, or while in or upon any street, sidewalk, public way, footway, passageway, stairs, bridge, park, playground, beach, recreation area, boat landing, pond, lake, river, waterway, public building, schoolhouse, school grounds, cemetery, parking lot, parking garage, or parking area or any area owned by or under the control of the town; or in or upon any bus or other passenger conveyance operated by a common carrier; or in any place accessible to the public.

1.5.2 Marijuana kept or cultivated for personal use shall be secured by lock

Marijuana or tetrahydrocannabinol (as defined in M.G.L. c. 94C, § 1, as amended), cannabinoids or products containing the same shall be kept in a locked container. Marijuana plants cultivated for personal use shall be kept in an enclosed area that is secured by lock.

1.5.3 Non-criminal Disposition

Article V: Health and Safety

This Ordinance may be enforced through any lawful means in law or in equity including, but not limited to, enforcement by criminal indictment or complaint pursuant to M.G.L. c. 40 § 21, or by noncriminal disposition pursuant to M.G.L. c. 40 § 21D, by the mayor, council, or their duly authorized agents, or any police officer. The fine for violation of this bylaw shall be three hundred dollars (\$300) for each offense. Any penalty imposed under this bylaw shall be in addition to any civil penalty imposed under M.G.L. c. 94C, § 32L.

1.5.4 [Reserved]

Section 2. Water Discharge

No person shall knowingly permit or suffer any water or other liquid to run or be discharged from any building owned by him, or under his control, so as to flow on any sidewalk, except that a person may wash windows with hose before the hour of 10:00 A.M. when the temperature is above the freezing point.

Section 3. Erection of Barriers

The owner of land which has been excavated shall erect barriers or take other suitable measures to avoid hazard to public safety. If within five days after such owner has been notified in writing by the mayor, at the recommendation of the Building Commissioner, that in their opinion the excavation constitutes a hazard to public safety the owner shall fail or refuse to erect barriers or take other suitable measures to avoid such hazard, the owner shall be punishable by a fine of not more than two hundred dollars (\$200) for such violation.

Section 4. Framingham Emergency Management Agency

4.1 There is hereby established the Framingham Emergency Management Agency (FEMA). It shall be the function of this Agency to have charge of civil defense, the Local Emergency Planning Committee, and the Emergency Operations Center for the City of Framingham.

4.1.1 Civil Defense

It shall be the function of the Framingham Emergency Management Agency to have charge of Civil Defense as defined in Chapter 639, Section 1 of the Acts of 1950 and to perform civil defense functions as authorized or directed by said chapter or by any and all executive orders or general regulations promulgated thereunder, and to exercise any authority delegated to it by the governor under said Chapter 639.

4.1.2 Local Emergency Planning Committee (LEPC)/Regional Emergency Planning Committee (REPC)

It shall be the function of the Framingham Emergency Management Agency to have charge of the Local Emergency Planning Committee (LEPC) or to affiliate with a Regional Emergency Planning Committee (REPC) in accordance with the federal Emergency Planning and Community Right-to-Know Act, Public Law 99-499, commonly known as EPCRA or SARA Title III. The mission of Framingham Local Emergency Planning Committee or Regional Emergency Planning Committee shall be to enhance and create plans directing the response to hazardous materials incidents, increase compliance with hazardous materials reporting requirements and to continue to offer access to information on the storage of such materials, for the benefit of the city's residents and businesses.

4.1.3 Framingham Emergency Operations Center (EOC)

It shall be the function of the Framingham Emergency Management Agency to have charge of the Emergency Operations Center (EOC) for the City of Framingham

4.2 Director of Framingham Emergency Management Agency

Framingham Emergency Management Agency shall be under the direction of the Director of Emergency Management (hereinafter called the "Director"), who shall be appointed by the mayor.

Article V: Health and Safety

The Director shall have direct responsibility for the organization and for the administration of the Agency, subject to the direction and control of the mayor. The Director may, within the limits of the amount appropriated therefore, and subject to the approval of the mayor, appoint such experts, clerks and other assistants as the work of the department may require and may remove them, and may make such expenditures as may be necessary to execute effectively the purpose of Chapter 639 of the Acts of 1950 and the Emergency Management Agency.

The Director shall also have authority, subject to the approval of the mayor, to appoint district coordinators and may accept and may receive, on behalf of the City, services, equipment, supplies, materials or funds by way of gifts, grant or loan, for purposes of emergency management, offered by the federal government or any agency or officer thereof or any person, firm or corporation, subject of the terms of the offer and the rules.

Section 5. Deleted (Article 17 of the 2007 Annual Town Meeting)

Section 6. Fire Lanes

It shall be unlawful to obstruct or park a vehicle in any fire lane, such fire lane to be designated by the mayor upon the recommendation of the Chief of the Fire Department and posted as such, said Fire Lane to be a distance of twelve (12) feet from the curbing of a sidewalk in a shopping center, bowling establishment, theater or similar locations. Where no sidewalk with curbing exists, the distance shall be eighteen (18) feet from the building.

Section 7. Fortune Telling

No person shall tell fortunes for money unless a license therefore has been issued by the Board of License Commissioners. The fee for each license granted under this section shall be fifty dollars (\$50) per year, commencing January 1 of each year.

Section 8. Personal Privacy

No person other than an officer of the law acting in the performance of his legal duty shall enter upon the premises of any person with the intention of peeping into a dwelling or spying upon any person therein.

Section 9. Accessible Parking

9.1 Designated parking spaces shall be provided in public and private off street parking areas for vehicles owned and operated by persons with disabilities, or for any vehicle transporting a person with a disability. Such vehicle shall bear the distinctive number plates or placard authorized by Massachusetts General Law Chapter 90, Section 2.

9.1.1 Any person or body who has lawful control of a public or private way, or of improved or enclosed property used as off street parking areas for businesses, shopping, malls, theaters, auditoriums, sporting or recreational facilities, cultural centers, or for any other place where the public has the right of access as invitees or licensees, shall reserve parking spaces in said off street parking areas for any vehicle owned and/or operated by a person with a disability whose vehicle bears the distinguishing license plate or placard authorized by Chapter 90, Section 2 according to the following formula:

Total Spaces	Required Accessible Spaces
1-25	1 Space
26-50	2 Spaces
51-75	3 Spaces
76-100	4 Spaces
101-150	5 Spaces

Article V: Health and Safety

151-200	6 Spaces
201-300	7 Spaces
301-400	8 Spaces
401-500	9 Spaces
501-1,000	2% of Total Spaces
1,001 and over	20 plus 1 for each 100 over 1000

- One in six (6) designated accessible spaces but not less than one shall be van accessible.
- Outpatient Medical Facilities: 10% of Total Spaces
- Facilities specializing in the treatment or services for people with mobility impairments: 20% of Total Spaces
- Parking for multiple dwellings, including residential condominiums, are subject to all provisions of the Architectural Access Board regulations (521 CMR) and this ordinance.

9.1.2 Each parking space designated as reserved under the provisions of subsection 9.1.1. shall be identified by the use of an above grade sign located at the head of each space and no more than ten feet away, and be permanently affixed to the ground or structure. The top of the sign shall not be lower than 5 feet from the ground, nor more than 8 feet from the ground. Signs shall show the "International Symbol of Access" and may have the words "Accessible Parking: Special Plate Required, Unauthorized Vehicles May Be Removed At Owners Expense" in white on a blue background. A smaller sign may be added indicating the fine amount in Section 9.3.2.

The spaces shall be as near as possible to a building entrance or walkway; shall be adjacent to curb ramps or other unobstructive methods permitting sidewalk access to a person with a disability, and shall be eight feet wide plus a 5 foot aisle with diagonal striping. Two accessible spaces may share a common access aisle.

Van accessible spaces shall be 8 feet wide with a striped access aisle 8 feet wide allowing a van to operate a lift. Each such space shall have a sign designating it van accessible.

Centered at the head of the eight (8) foot striped access aisle an additional sign shall be posted stating "No Parking Anytime". The sign shall not obstruct the accessible route at the head of the access aisle.

Alternatively, all spaces may be universal spaces, 11 feet wide with an access aisle 5 feet wide.

Accessible spaces shall be marked by high contrast painted lines or other high contrast delineation. Access aisles shall be clearly marked by means of diagonal stripes. The signs and pavement marking shall be maintained in a timely manner.

9.2

9.2.1 No person shall leave any unauthorized vehicle within parking spaces designated for use by persons with disabilities as authorized by Section 9. 1 hereof or in such a manner as to obstruct a curb ramp designated for use by persons with disabilities as a means of egress to a street or public way. The cross hatch area abutting an Accessible Parking space shall, for the purposes of this section, be considered a part of the Accessible Parking space.

9.2.2 Furthermore, any person or body who has lawful control of a public or private way or of improved or enclosed property used as off street parking for authorized vehicles bearing Handicap Parking (HP) plates or placards shall be responsible for exercising reasonable

Article V: Health and Safety

care to see that the spaces and access ramps be kept clear of, but not limited to, snow, debris, refuse and shopping carts so the spaces are accessible and usable. If snow stops falling after sunrise (during daylight hours), property owners will have until 10 p.m. that same day to clear the HP parking spaces, sidewalks, and curb cuts. If snow stops falling after sunset (overnight), property owners will have until 10 a.m. the next day to clear the HP parking spaces, sidewalks, and curb cuts.

- 9.3** The penalty for violation of this Ordinance shall be as follows:
- 9.3.1** Violations of Section 9.1.1 or 9.1.2 shall be fifty dollars (\$50) dollars per day per violation after the person or body having lawful control of the ways or property has been given written notice and not less than 30 days to comply.
- 9.3.2** Violations of Section 9.2.1 shall be three hundred dollars (\$300) for each offense, and the vehicle may be removed according to the provisions of Massachusetts General Law Chapter 266, Section 120D.
- 9.3.3** Violations of Section 9.2.2 shall be one hundred dollars (\$100) for each day the violation remains after a written warning has been issued. The written warning shall be good for ninety (90) days.
- 9.4** Violations of Section 9.1.1 and 9.1.2 and 9.2.2 shall be enforced by the Inspectional Services Department. Violations of Section 9.2.1 shall be enforced by the Police Department.
- 9.5** Appeals may be made to the Massachusetts Architectural Access Board (AAB) for Variances from AAB rules and regulations. For relief from the current American with Disabilities Act (ADA), contact the Department of Justice for their Variance process.
- 9.6** All funds received from fines for Accessible Parking violations shall be deposited by the City Treasurer into a separate account and shall be solely used for the benefit of persons with disabilities. Said account shall be established by the City Treasurer and kept separate and apart from all other funds. Expenditures from said account, including all interest, if any, shall be made upon the recommendation of the Disability Commission with approval of the council and mayor. The City Accountant shall submit annually a report of said account to the mayor and council for review.

Section 10. Hunting Ordinances

10.1 Definitions

1. Amphibious Animal - Animals capable of living either on land or in water.
2. Archery - Bow and Arrow - to include any type of bow and arrow, such as; long bow, compound bow, cross bow, recurve bow or bows drawn by mechanical means.
3. Birds - Wild or Undomesticated Birds.
4. Firearms - Firearm shall mean a pistol, revolver or other weapon of any description loaded or unloaded, from which a shot or bullet can be discharged and of which the length of the barrel or barrels is less than 16" or 18" in the case of a shotgun as originally manufactured, and the term "length of barrel" shall mean that portion of a firearm, rifle, shotgun through which a shot or bullet is driven, guided, or stabilized, and shall include the chamber. A rifle is a weapon having a rifled bore with a barrel length equaled to or greater than 16", capable of discharging a shot or bullet for each pull of the trigger. A shotgun is a weapon having a smooth bore or a rifled bore with a barrel length equaled to or greater than 18" with an overall length to or greater than 26", capable of discharging a shot or bullet with each pull of the trigger.
5. Game - any wild bird, mammal, amphibian or reptile commonly hunted for food or sport.
6. Hunt - the verb "to hunt", in all of its moods and tenses, included pursuing, shooting by firearms or archery, killing and capturing mammals, birds, amphibious animals and

Article V: Health and Safety

reptiles and all lesser acts such as disturbing, harrying or worrying, or placing, setting, drawing or using any device commonly used to take mammals, birds, amphibious animals and reptiles whether or not such acts result in taking; and includes every attempt to take and every act of assistance to any other person in taking or attempting to take mammals, birds amphibious animals and reptiles.

7. Mammals - Wild or Undomesticated mammals.
8. Primitive Firearms (muzzle loading) - any firearm, rifle or shotgun with matchlock, flintlock, percussion cap or similar type of ignition system, such firearm, rifle or shotgun loads from the muzzle.

10.2 No person shall hunt within the limits of any highway, park or other property owned or controlled by the City of Framingham, except with the consent of the mayor and any other appropriate public authority; or on any private property, except with the written consent of the owner or legal occupant thereof, which consent shall be dated not more than one year prior to the act complained of.

10.3 No person shall fire or discharge any firearm or explosive of any kind within the limits of the City of Framingham, except on a range or in an area designated for such purpose and approved by the Chief of police in writing, or with the written consent of the owner or legal occupant thereof, which written consent shall be dated not more than one year prior to the act complained of.

10.4 Nothing in this Ordinance shall prohibit the protection of one's property or use of firearms by police or other law enforcement officers.

10.5 It shall be unlawful for any person to set, trigger, activate, or otherwise use, or cause to be set, triggered, activated or used, any type of steel-jaw or leghold trap including, but not limited to, padded or unpadded leghold traps of conibear or killer-type traps within the limits of any highway, park, or public property or on any private property in the City of Framingham. Trapping on posted or unposted private property, with any type of trap not already prohibited by this section, shall only be permitted with a box-trap if written permission is obtained from the owner or legal occupant or person having the right of control thereof

10.6 A violation of this Ordinance shall be punished by a fine not to exceed three hundred dollars (\$300).

Section 11. Mechanical Protection Devices

It shall be unlawful to install a mechanical protection device that is automatically keyed to and/or activates the telephone numbers) lines controlled by and/or listed to the Framingham Fire Department; all such devices installed before the effective date of this section shall be removed within sixty days. Mechanical protection devices shall be devices defined as- An electrically operated instrument composed of sensory apparatus and related hardware which automatically sends over regular telephone lines, by direct connection or otherwise, a pre-recorded voice alarm upon receipt of a stimulus from the sensory apparatus that has detected a physical force or condition inherently characteristic of a fire or unauthorized intrusion.

Section 12. Motor Boats

12.1 All motor boats must (except when prevented by a narrow or other boats or passing under bridges or rounding sharp bends) keep one-hundred and fifty (150) feet distant from anchored or moored boats, piers, rafts, floats, a line of floats outlining swimming areas, skin divers flags, or the shore.

In all such cases the speed of such motor boats shall be reduced to headway speed, so as to provide full visibility and control, and prevent their wash from being thrown into, or causing excessive rocking to other boats, barges, aquaplanes, and other devices being towed by power. The operator of the towing boat shall be responsible for compliance therewith.

12.2 The use of powered craft generally described as a "JET SKI", "SURF JET", "WET BIKE" or otherwise described as a "PERSONAL WATERCRAFT" is prohibited except when used by Law Enforcement personnel in the course of their duties.

Article V: Health and Safety

Any violation of Section 12.2 shall be punished by a fine of not more than one hundred dollars (\$100) for each offense.

DEFINITIONS: Personal Water Craft - means a small vessel which uses an inboard motor powering a water jet pump as its primary source of motive power and which is designed to be operated by persons sitting, standing, or kneeling on the vessel. The term includes but is not limited to a jet ski, wet bike, or surfjet, so called.

Section 13. Retail Food Sales

13.1 No person shall sell any food at retail between the hours of 1:00 a.m. and 6:00 a.m. The term food as used in this Ordinance shall include any article or commodity, however stored or packaged, intended for human consumption, and shall include alcoholic beverages to be consumed off the premises at which they are sold, unless any other law or permit or license granted to the seller of such beverages shall otherwise provide.

This Ordinance shall not apply to the sale of food or alcoholic beverages to be consumed on the premises at which they are sold or to be consumed off the premises on which they are sold when such sale is by a licensed common victualer primarily engaged in the sale of food to be consumed on such premises.

Persons found guilty of violating this section shall pay a fine of fifty dollars (\$50). For purposes of this Ordinance, each separate sale shall be deemed a separate offense. In the event of a sale of several items or articles at one time to one customer, only one sale shall be deemed to have taken place.

13.2 No store or place of business engaged in the retail sale of food shall be open for the transaction of retail business between the hours of 1:00 a.m. and 6:00 a.m.

This Ordinance shall not apply to the sale of food or alcoholic beverages to be consumed on the premises at which they are sold or to be consumed off the premises on which they are sold when such a sale is by a licensed common victualer primarily engaged in the sale of food to be consumed on such premises.

Violators of this section shall be subject to a fine of fifty dollars (\$50) for each violation. In case of continuing violation, every calendar day upon which a store shall remain open in violation of this Ordinance shall be deemed a separate offense.

13.3 The provisions of this Ordinance may be waived by the mayor if they determine that it is in the public interest to do so.

Section 14. Sale of Indecent Publications

14.1 Whoever disseminates to a minor any matter harmful to minors, knowing it to be harmful to minors, or has in his possession any such matter with the intent to disseminate the same to minors, shall be punished by a fine not exceeding two hundred dollars (\$200) for each offense and to a like fine for each day's continuance of such violation. It shall be an affirmative defense in any prosecution under this section that the defendant was in a parental or guardianship relationship with the minor. It shall be an affirmative defense under this section if the evidence proves that the defendant was a bona fide school, museum or library, or was acting in the course of his employment as an employee of such organization or of a retail outlet affiliated with and serving the educational purpose of such organization.

14.2 The definitions of the words in this Ordinance shall be the same as those specified in the Massachusetts General Laws, Chapter 272, as amended by Chapter 430 of the Acts of 1974.

Section 15. Snow Removal

15.1 Every building owner shall erect or cause to be erected upon any building which he owns or of which he has charge, and which is near the line of a sidewalk or street, a barrier or other suitable

Article V: Health and Safety

provisions sufficient to prevent the falling of snow and ice from the roof of such building upon persons traveling on such sidewalk or street.

15.2 The Director of Public Works or other officers having charge of ways of the City shall have the authority, for the purposes of removing or plowing snow, or removing ice from any way in the City, to remove or cause to be removed to some convenient place, including in such term a public garage, any vehicle interfering with such work.

15.3 The owner of any such vehicle so removed shall be liable for the reasonable cost of such removal and storage, and delivery of the vehicle to said owner may be withheld by the Director of Public Works or other officer having charge of ways in the City, until such reasonable costs shall be paid.

15.4 Whenever any vehicle is so removed, the Framingham Police Department shall be notified and said department shall render all necessary assistance to the Director of Public Works or other officer having charge of ways, in enforcing this Ordinance.

15.5

15.5.1 No person or entity, regardless of their ownership, tenancy, or other status or relationship to any property, nor any agent, employee, contractor or servant of any person or entity shall place, throw, plow or in any way move any snow or ice onto any portion of the City's streets, ways, sidewalks, or land, except with the approval of the director of Public Works or his designee. Notwithstanding the foregoing, this Ordinance shall not be construed to prohibit owners or lawful occupants of residential premises from place snow and ice on the sidewalk while leaving unobstructed room for pedestrian passage, and from placing snow or ice from pavement edge to no more than one foot (12") out into the street, immediately adjacent to the driveway opening.

15.5.2 Anyone violating the prohibitions of this Ordinance shall be subject to a specific penalty of a fine in an amount up to three-hundred dollars (\$300) for each offense. The fine structure shall be as follows:

Residential (Less than 6 dwelling units)

First violation.....	\$ 25.00
Second violation	\$ 50.00
Third or more violations	\$100.00

Commercial and 6 or more residential units

First violation.....	\$ 50.00
Second violation	\$100.00
Third or more violations	\$300.00

15.5.3 The Director of Public Works, the Assistant Director of Public Works, Superintendent of Highways, all Highway Department Construction Supervisors, all Framingham Police Officers, and other City employees from time to time designated by the Director of Public Works are empowered and authorized to enforce this Ordinance.

Section 16. Vinyl Chloride Ordinance

16.1 No person shall temporarily store rail cars containing liquefied vinyl chloride within the City of Framingham without first obtaining a license for said purpose from the Board of License Commissioners. For purposes of this Ordinance, (i) a rail car will be deemed stored or in storage if it remains within the City for more than 24 hours prior to being shipped or sent to its next destination, (ii) temporary storage will be deemed to be any storage of a rail car containing liquefied vinyl chloride which has not been delivered to its place of unloading, and (iii) "person" shall include any individual, corporation, partnership, association or other entity. Such a license

Article V: Health and Safety

shall be granted by the Board of License Commissioners upon the applicant's fulfillment of the following conditions:

- 16.1.1** The applicant sets aside an area for the storage of such rail cars containing liquefied vinyl chloride;
 - 16.1.2** The area set aside is bounded by an eight-foot high, chain link fence topped by at least three strands of barbed wire, and having a gate with a heavy-duty chain lock;
 - 16.1.3** Lights are installed which are capable of illuminating at night the entire area set aside for storage;
 - 16.1.4** The designated area contains a paved access lane to and around the storage location(s) therein sufficient to permit unimpeded access to all parts of the stored rail cars by fire trucks and related emergency apparatus;
 - 16.1.5** The applicant provides water service to a point neither less than 100 feet nor more than 150 feet from the designated area sufficient to furnish a flow of 1,000 gallons of water per minute;
 - 16.1.6** The applicant provides an additional water supply connected to and servicing two elevated stationary water nozzles capable of delivering water to any point within the area set aside at a minimum flow of 500 gallons of water per minute; and
 - 16.1.7** The applicant installs an emergency signaling system at the area set aside for storage capable of sounding an audible alarm to members of the general public at least 2,500 feet from any point in the storage area.
- 16.2** The license described in subsection 16.1 of this Ordinance may be suspended or revoked by the Board of License Commissioners upon the licensee's failure to:
- 16.2.1** Keep all temporarily stored rail cars containing liquefied vinyl chloride under its custody or control inside the area set aside for storage;
 - 16.2.2** Keep fewer than eleven of such rail cars in the storage area;
 - 16.2.3** Keep the fence surrounding the storage area locked at all times, except to permit the movement of such rail cars and the inspection or testing of rail cars and equipment therein;
 - 16.2.4** Keep stored in the area set aside (i) no rail cars other than rail cars containing liquefied vinyl chloride, or (ii) no other materials or equipment;
 - 16.2.5** Maintain the reasonable security of the storage area, the entrance and lock thereto, the lighting and water supplied thereto, the emergency signal system, and the paved access lane, including keeping this lane free of obstructions and snow and ice;
 - 16.2.6** Obtain the consent of the Board of License Commissioners prior to making any change to or in the storage area (including the tracks, fence, switches, lighting, water supply and emergency signal system);
 - 16.2.7** Cause the storage area to be under on-site observation 24 hours a day;
 - 16.2.8** Cause all such rail cars and the storage area to be inspected at least twice daily (for this purpose, two or more inspections within any ten-hour period shall be counted as one inspection) by an individual familiar with the type of rail cars used to store vinyl chloride, and trained in the manner of detecting leaks, spills and excessive or unusual venting therefrom, and cause a log to be kept which shall state therein the date of inspection, the name of the individual making the inspection, the identity by number of each car inspected, and the time of the inspection;

Article V: Health and Safety

- 16.2.9** Cause a copy of the foregoing log (kept since the previous submission as provided for herein) to be submitted to the Fire Department at least weekly;
 - 16.2.10** Notify the Fire Department in writing by noon of each day of any arrivals to or departures from the storage area which occurred on the previous day;
 - 16.2.11** Notify the Fire Department immediately of any leak, spill, excessive or unusual venting, explosion or fire involving vinyl chloride; any dents in or other damage to the rail cars; and malfunctioning, defect or need for adjustment or repair in the tracks into or within the storage area and any switches thereon, fence, lock, lighting, water supplies, nozzles or emergency signal system; or any derailment or collision involving any such rail car;
 - 16.2.12** Keep the storage area illuminated at night;
 - 16.2.13** Notify the next intended delivery or storage point of the time of arrival within the City of Framingham of any such rail car under the licensee's custody or control within 24 hours after such arrival;
 - 16.2.14** Keep combustible and explosive materials out of the storage area;
 - 16.2.15** Test the emergency signal system, the water systems and the lighting system at least once every 60 days, and report to the Fire Chief any failure to pass any of such tests;
 - 16.2.16** Permit the Fire Chief or his designee to inspect at any time the storage area and the protective systems and any such rail cars therein; and
 - 16.2.17** Cause the emergency signal to be employed in accordance with procedures established by the Fire Chief.
- 16.3** In lieu of or in addition to suspending or revoking a license, the City may assess a fine of two hundred dollars (\$200) for each violation of subsection 16.2 hereof.
- 16.4** Provisions of this Vinyl Chloride Ordinance requiring a valid, effective license to store temporarily rail cars containing liquefied vinyl chloride after they have been in the City more than twenty-four hours, restricting the storage to fewer than eleven cars and instituting local reporting requirements together with such other provisions that may be deemed inconsistent with the Hazardous Materials Transportation Act, 49 U.S.C. ss1801, et seq., will not be implemented or enforced after the effective date of the Ordinance until the United States Secretary of Transportation determines those requirements of the Ordinance that are not preempted by the aforesaid Act. 49 U.S.C. s 1811 (b). 49 CFR 107.215-.225

Section 17. Activities on City Property

No person shall engage in golfing on any City-owned property except with the express written consent of the board or commission which has jurisdiction over said property.

The penalty for violation of this Ordinance shall be fifty dollars (\$50).

Section 18. Framingham Wetlands Protection Ordinance

Preamble

NO NET LOSS OF WETLANDS POLICY: There shall be no net loss of wetlands or wetland resource areas in Framingham. It is presumed that non-water dependent projects can always be designed to avoid loss of wetland areas. Projects having no feasible alternative to alteration impacts must be minimized and mitigated.

18.1 Purpose

The purpose of this Ordinance is to protect the wetlands, related water resources, and adjoining land areas, and provide Open Space for passive recreation and education in the City of Framingham by prior review and control of the activities deemed by the Conservation Commission likely to have a significant effect upon values and functions including, but not limited to, the

Article V: Health and Safety

following: public or private water supply, groundwater, storm damage prevention, flood control, erosion and sedimentation control, water pollution prevention, fisheries, wildlife, wildlife habitat, passive recreation, aesthetics, agriculture, and aquaculture (collectively, the "interests and values protected by this Ordinance").

18.2 Jurisdiction

Except as permitted by the Conservation Commission or as provided by this Ordinance, no person shall remove, fill, dredge, build upon, degrade, discharge into or otherwise alter the following resource areas: freshwater wetland, vernal pool, marsh, wet meadow, bog or swamp; any bank, beach, or flat; any lake, river, pond, or stream: any land under said waters; any land subject to flooding: Riverfront Area; or land subject to inundation by surface water during the 100 year event. Said resource areas shall be protected whether or not they border surface waters. The Commission may establish a no work/no alteration zone as appropriate to each application.

Except as otherwise provided in the Ordinance, any activity to be undertaken within the Buffer Zone as defined in Section 18.9 requires the filing of an application.

18.3 Exceptions

No provision of this Ordinance shall apply to: (1) activities lawfully completed prior to the effective date of this Ordinance, or (2) activities subject to a negative Determination of Applicability or an Order of Conditions issued pursuant to the Wetlands Protection Act, M.G.L.Ch. 131, Section 40, prior to July 1, 1992.

The permit and application required by this Ordinance shall not be required for maintaining, repairing, or replacing, but, not substantially enlarging or changing an existing and lawfully located structure or facility used in the service of the public to provide electric, gas, sewer, water, telephone, telegraph, or other telecommunications services, provided that written notice has been given to the Commission prior to the commencement of work, and provided that the work conforms to performance standards and design specifications in regulations adopted by this Commission.

The permit and application required by this Ordinance shall not apply to emergency projects necessary for the protection of the health or safety of the public, provided that the work is to be performed by or has been ordered to be performed by an agency of the Commonwealth or subdivision of, provided that advance written notice has been given to the Commission, prior to the commencement of work or within twenty four (24) hours after commencement, provided that the work is performed only for the time and place agreed to by the Conservation Commission for the limited purposes necessary to abate the emergency, and provided that within 14 days of commencement of an emergency project a permit application (Abbreviated Notice of Intent or Notice of Intent) shall be filed with the Conservation Commission for review under the provisions of this Ordinance. Failure to meet these and other requirements of the Conservation Commission may, after appropriate process as provided by this Ordinance and applicable regulations, result in revocation or modification of the emergency project approval and require restoration and application of mitigating measures.

The permit and application required by this Ordinance shall not apply to certain "minor activities" (as defined below) in the Buffer Zone or Riverfront Area, provided that the activity is not within any other resource area:

- (a) Unpaved and pervious pedestrian walkways for private use.
- (b) Fencing that does not bar wildlife movement; stone walls; stakes of cordwood.
- (c) Vista pruning of non-landscaped areas (pruning of landscaped area is exempt), provided that the activity is located more than fifty (50) feet from the mean annual high water line within a Riverfront Area or from Bordering Vegetated Wetland, whichever is further.
- (d) Planting of native trees, shrubs, or groundcover, but no turf lawns.

Article V: Health and Safety

- (e) Conversion of lawn to uses accessory to existing single family houses (e.g. decks, sheds and gazebos) if the house existed on August 7, 1996, and provided that the activity is located more than fifty (50) feet from the mean annual high water line within a Riverfront Area or from Bordering Vegetated Wetland, whichever is further. Erosion and sedimentation controls are to be used during construction.
- (f) Conversion of impervious surface to vegetated surfaces provided that erosion and sedimentation controls are used during construction.
- (g) Activities that are temporary, have negligible impacts and are necessary for planning and design purposes (e.g. installation of monitoring wells, exploratory borings, sediment sampling, and surveying).

Activities not meeting the requirements for a “minor activity” as listed above in this section will continue to require a filing before the Commission and may be allowed through a Determination of Applicability or an Order of Conditions.

In the event that any of the above-listed activities are proposed within other wetland resource areas, as defined under this Ordinance, such activities are NOT exempt from the permit and application requirements of the Ordinance.

Other than as stated in this section the exceptions provided in the Wetlands Protection Act, M.G.L.Ch. 131, s. 40, will not apply.

18.4 Application for Permits and Requests for Determination

PERMITS: Written application shall be filed with the Conservation Commission to perform activities regulated by this Ordinance affecting resource areas protected by this Ordinance. The application shall include such information and plans as required by the regulations and as are deemed necessary by the Conservation Commission to describe the proposed activities and their effects on the environment. No activities shall commence without receiving a permit issued pursuant to this Ordinance.

DETERMINATIONS: Any person desiring to know whether or not a proposed activity and/or an area is subject to this Ordinance may submit a Request for Determination to the Conservation Commission on the appropriate form. The request shall contain all necessary information, plans, data calculations, etc., as specified by the regulations.

The Conservation Commission, as it deems appropriate, may accept as the application and plans under this Ordinance the Notice of Intent/Request for Determination and plans filed under the Wetlands Protection Act, M.G.L. Ch. 131, s.40.

Applications filed under this Ordinance are to be delivered via Certified Mail, Return Receipt or hand-delivered to the Commission and shall be accompanied by the filing fee prescribed in 310 CMR 10.03:(7) and in accordance with Chapter 287, Act of 1989, Section 54 Revised July 26, 1989.

At the time of the permit application, Request for Determination, or application for Certificate of Compliance, the Applicant shall pay a filing fee according to the schedule in the associated *Framingham Wetlands Ordinance Regulations*.

This fee is not refundable. The fee is in addition to that required by the Wetlands Protection Act., G.L., Ch. 131 §40, and Regulations, 310 CMR 10.00. Town, county, state and federal projects are exempt from the filing fee. The fee for an application for a modification of a permit will be the fee as calculated in the Framingham Wetlands Ordinance Regulations.

All fees collected pursuant to this Ordinance shall be deposited into the Conservation Commission Revolving Fund, established pursuant to G.L.c.44, §53E ½.

18.5 Notice of Hearings

Article V: Health and Safety

The applicant filing a Notice of Intent application for a permit under the provisions of this Ordinance shall give written notice by Certified Mail, Return Receipt Request, Certificate of Mailing, or by hand-delivery to all abutters within one hundred feet from the property lines of the property in which the project is to occur according to the current Assessors records five (5) days in advance of the scheduled hearing in accordance with provisions of this Ordinance and its regulations. The Conservation Commission is responsible for notifying the applicant and owner, if not the same, of the time and place of the scheduled hearing. Also, the Conservation Commission is responsible for placing a notification of the subject hearing in a local newspaper at least five (5) days prior to the hearing. The Conservation Commission shall conduct a public hearing within twenty one (21) days of the receipt of a completed application for permit or request for determination unless unusual circumstances prevent this scheduling.

In this event the hearing will be scheduled at the next regularly scheduled Conservation Commission meeting having time available.

The Conservation Commission may, at its option, combine the hearing under this Ordinance and the hearing conducted under the Wetlands Protection Act, M.G.L. Ch. 131, s.40.

The Conservation Commission shall have the authority to continue the hearing to a specific date, agreeable to the applicant, announced at the hearing without further notification, for reasons stated at the hearing. Those reasons may include, but are not limited to, requests from other boards, officials, or attendees. In the event that the applicant objects to a continuance, the hearing will be closed and the Conservation Commission will take action on available information.

18.6 Coordination with other Boards and Departments

The Conservation Commission will notify appropriate Boards and Departments not less than ten (10) days prior to the hearing in order to allow their review of the submittal on file located in the Administrators office. Written comments from these Boards and Departments should be submitted to the Conservation Administrator at least three (3) days before the hearing. The applicant shall have the right to receive any such comments and recommendations, and to respond to them at the hearing.

18.7 Permits, Determinations, and Conditions

If the Conservation Commission after a public hearing determines that the activities which are the subject of the application are likely to have a significant or cumulative effect upon the wetland values protected by this Ordinance, the Conservation Commission, within twenty one (21) days of the close of the hearing, unless unusual circumstances prevent it, shall issue or deny a permit for the activities requested. Determinations of Applicability will be issued within 21 days of receipt of the request. If the Conservation Commission issues a permit, conditions shall be imposed which are deemed necessary to protect the "interests and values", and all activities shall be performed in accordance with those conditions. The Conservation Commission is empowered to deny a permit for failure to meet the requirements of this Ordinance; for failure to submit necessary information and plans requested by the Conservation Commission; for failure to avoid or prevent unacceptable significant or cumulative effects to avoid or prevent unacceptable significant or cumulative effects upon the wetland values protected by this Ordinance; and where no conditions are adequate to protect those values.

A permit shall expire three years from the date of issuance. The Conservation Commission may issue a permit expiring five years from the date of issuance for recurring or continuous maintenance work, provided that annual notification of time and location of work is given to the Conservation Commission. Any permit may be renewed once for an additional one year period, provided that a request for renewal is received in writing by the Conservation Commission thirty days prior to expiration. The Conservation Commission, for good cause, may revoke or modify a permit issued under this Ordinance after notice to the holder of the permit, notice to the public, abutters, and town boards pursuant to the preceding section 5, and a public hearing.

Article V: Health and Safety

The Conservation Commission in an appropriate case may combine the permit or other action on an application issued under this Ordinance with the Order of Conditions issued under the Massachusetts Wetlands Protection Act, M.G.L. Ch. 31, s.40.

The Commission may deny the request for an extension and require the filing of a new permit request under the following circumstances: no work has begun on the project, except where such failure is due to unavoidable delays, such as appeals, or obtaining other necessary permits; new information has become available and indicates that the Order is not adequate to protect the interests covered by this Ordinance.

No work proposed in any permit application shall be undertaken until the permit issued by the Commission with respect to such work has been recorded in the registry of deeds or, if the land affected thereby be registered land, in the registry section of the land court for the district wherein the land lies, and until the holder of the permit certifies in writing to the Commission that the permit has been recorded.

18.8 Regulations

After public notice and public hearing the Conservation Commission shall promulgate rules and regulations to effectuate the purposes of this Ordinance. Failure of the Conservation Commission to promulgate such rules and regulations or a legal declaration of their invalidity by a court of law shall not act to suspend or invalidate the effect of this Ordinance.

18.9 Definitions

Except as specifically provided by these Regulations and the Ordinance, terms used in the regulations and the Ordinance have the meanings defined in the Wetlands Protection Act, M.G.L. Ch. 131, Section 40, ("The Act") and in Regulations currently codified at 310 CMR 10.00, issued pursuant to the Act by the Department of Environmental Protection, as amended November 10, 1989.

The following definitions shall apply in the interpretation and implementation of this Ordinance.

Abutter means the same as the owner of land abutting the activity.

Act means the Wetlands Protection Act, M.G.L. c. 131, s.40.

Activity means any form of draining, dumping, dredging, damming, discharging, excavating, filling or grading; the erection, reconstruction or expansion of any buildings or structures; the driving of pilings; the construction or improvement of roads and other ways; the changing of run-off characteristics; the intercepting or diverging of ground or surface water; the installation of drainage, sewage and water systems; the discharging of pollutants; the destruction of plant life; and any other changing of the physical characteristics of land.

Aggrieved means the same as persons aggrieved.

Agriculture

A. Land in agricultural use means land presently and primarily used in the raising of animals including, but not limited to, dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, bees and fur-bearing animals, or land presently and primarily used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals.

Additionally, land in agricultural use means land presently and primarily used in the raising of fruits, vegetables, berries, nuts and other foods for human consumption, feed for animals, tobacco, flowers, sod, trees, nursery or greenhouse products, and ornamental plants and shrubs; or land presently and primarily used in raising forest products under a planned program to improve the quantity and quality of a continuous crop; or land presently and primarily used in a related manner which is incidental thereto and represents a customary and necessary use in raising such products.

Article V: Health and Safety

Land in agricultural use may lie fallow for a period of time if it has been used for agriculture at least three (3) of the five (5) immediately preceding years.

B. Normal maintenance or improvement of land in agricultural use means the following activities:

1. All tilling and harvesting practices customarily employed to enhance existing growing conditions
2. The pasturing of animals, including the construction and maintenance of such fences as may be required;
3. The use of fertilizers, pesticides, herbicides, and other materials, subject to all state and federal laws and regulations governing their use;
4. The constructing, grading or restoring of field ditches, subsurface drains, grass waterways, vents, access roads, farm ponds and similar projects to improve drainage, prevent erosion, provide more effective uses of rainfall and improve equipment operation and efficiency, all in order to improve conditions for the growing of existing crops or raising of animals;
5. The cultivation of cranberries, including the following practices:
 - a. sanding operations using existing sand pits;
 - b. cleaning of cross ditches, canals and natural waterways;
 - c. repair and replacement but not enlargement of water control structures, including flumes, pumps, dikes, and piping above and below ground;
 - d. repair, replacement and regrading of existing cranberry bogs, and
 - e. repair and cleaning of reservoirs, dams and water storage systems within the limits of existing water rights.

All maintenance and improvement activities shall be undertaken in such a manner as to prevent erosion and siltation of adjacent water bodies and wetlands, as specified by the U.S.D.A. Soil Conservation Service "Guidelines for Soil and Water Conservation".

6. The cutting and removal of trees for the purpose of selling said trees or any products derived therefrom, when carried out in the following manner:
 - a. Every reasonable effort shall be made to avoid or minimize access through Areas Subject to Protection Under the Act;
 - b. Where access through Areas Subject to Protection Under the Act is necessary, every reasonable effort shall be made to gain said access without constructing new access ways including, but not limited to, maintaining and improving (but not substantially enlarging) existing accessways, and operations shall be conducted when the soil is frozen, dry or otherwise stable;
 - c. Where access is determined impracticable without constructing new accessways, said accessways shall be designed, constructed and maintained in accordance with U.S. Forest Service logging road standards, and shall be removed and the site returned to previously existing conditions within one (1) year;
 - d. All channel crossings shall be stabilized to prevent erosion, using standard U.S. Forest Service methods. When crossings involve fill or other closed or semi-closed structures which will obstruct flow, they shall be designed, constructed and maintained in accordance with U.S.

Article V: Health and Safety

Forest Service standards, shall allow unobstructed passage of the existing flows for at least the 10-year storm, and shall be removed and the site returned to existing conditions within one (1) year of construction;

- e. All soils which are exposed during and after work shall be stabilized to prevent said soils from eroding into open water bodies, in accordance with standard U.S. Forest Service methods;
 - f. All operations shall be conducted in accordance with a cutting plan approved by the Massachusetts Department of Environmental Management District Forester; and
 - g. A written notice describing the proposed cutting and removal of trees shall be submitted to the Conservation Commission not less than ten (10) days prior to the commencement of operations.
7. The selective cutting of trees by owners for their own use, when carried out in the following manner:
- a. No more than 25,000 board feet or 50 cords shall be harvested;
 - b. After the cutting, the crown area of the remaining trees shall be evenly distributed throughout the site and shall cover no less than 50 percent of the surface area of the site;
 - c. The removal of the selectively cut trees shall occur only during those periods when the ground is sufficiently frozen, dry otherwise stable to support the equipment used;
 - d. the cutting, removal or other destruction of trees and the understory vegetation shall not occur within twenty-five (25) feet of the bank of a water body;
 - e. the placement of slash, branches and limbs resulting from the cutting and removal operations shall not occur within twenty-five (25) feet of the bank of a water body; and
 - f. there shall occur no filling, excavation or other change in the existing topography.

Alter means to change the condition of any Area Subject to Protection Under the Act. Examples of alterations include, but are not limited to, the following:

- A. the changing of pre-existing drainage characteristics, flushing characteristics, salinity distribution, sedimentation patterns, flow patterns and flood retention areas;
- B. the lowering of water level or water table;
- C. the destruction of vegetation;
- D. the changing of water temperature, biochemical oxygen demand (BOD), and other physical, biological or chemical characteristics of the receiving water;

Provided that when provisions of 310 CMR 10.03(6) and 10.05(3) or 333 CMR 11.03(9) have been met, the application of herbicides in the Buffer Zone in accordance with such plans as are required by the Department of Food and Agriculture pursuant to its rights of way management regulations, 333 CMR 11.00 effective July 10, 1987, is not an alteration of any area Subject to Protection Under the Act.

Aquaculture

Article V: Health and Safety

- A. Land in aquacultural use means land presently and primarily used in the growing of aquatic organisms under controlled conditions, including one or more of the following uses: raising, breeding or producing a specified type of animal or vegetable life including, but not limited to, finfish such as carp, catfish, black bass, flatfishes, herring, salmon, shad, smelt, sturgeon, striped bass, sunfishes, trout, whitefish, eel, tilapia; shellfish such as shrimp, crabs, lobster, crayfish, oyster, clams, periwinkles, scallops, mussels, squid; amphibians such as frogs; reptiles such as turtles; seaweeds such as Irish moss and dulse; and edible freshwater plants.
- B. Normal maintenance or improvement of land in aquacultural use means the following activities, when done in connection with the production of aquatic organisms as defined above; draining, flooding, heating/cooling, removing, filling, grading, compacting, raking, tilling, fertilizing, seeding, harvesting, filtering, rafting, culverting or applying chemicals in conformance with all state and federal laws; provided, however, that such activities are clearly intended to improve and maintain land in aquacultural use and that best available measures are utilized to ensure that there will be no adverse effect on wetlands outside the area in aquacultural use, and further provided that removing, filling, dredging or altering of a salt marsh is not to be considered normal maintenance or improvement of land in aquacultural use.

Area Subject to Protection Under the Act means any area specified in 310 CMR 10.02(1). It is used synonymously with Resource Area, each one of which is defined in greater detail in Parts II and III of 310 CMR 10.00.

Bank (inland) is defined in Part III, 310 CMR 10.54(2).

Beach (inland): a naturally occurring inland beach means an unvegetated bank as defined in Part III CMR 10.54(2).

Best Available Measures means the most up-to-date technology or the best designs, measures or engineering practices that have been developed and that are commercially available.

Best Practical Measures means technologies, designs, measure or engineering practices that are in general use to protect similar interests.

Bordering means touching. An area listed in 310 CMR 10.02(1)(a) is bordering on a water body listed in 310 CMR 10.02(1)(a) if some portion of the area is found in the appropriate section of 310 CMR 10.02(1)(a) some portion of which is in turn touching the water body.

Bordering Vegetated Wetland is defined in Part III, 310 CMR 10.55(2).

Boundary means the boundary of an Area Subject to Protection Under the Act. A description of the boundary of each area is found in the appropriate section of 310 CRM 10.00. For inland areas, see Part III of 310 CMR 10.00.

Breeding Areas means areas used by wildlife for courtship, mating, nesting or other reproductive activity, and rearing of young.

Buffer Zone means that area of land extending one hundred twenty five (125) feet horizontally outward from the boundary of any resource area specified in this Ordinance (Para. 18.2).

Certificate of Compliance means a written documentation by the issuing authority that work or a portion thereof has been completed in accordance with an Order. It shall be made on Form 8 of 310 CMR 10.99, modified to reference this Ordinance or on a form designed under this Ordinance.

Commissioner means the Commissioner of the Department of Environmental Protection, pursuant to St. 1989, c. 240, s.101.

Conditions means those requirements set forth in a written Order issued by the Conservation Commission for the purpose of permitting, regulating or prohibiting any activity that removes, fills, dredges or alters an Area Subject to Protection Under this Ordinance.

Article V: Health and Safety

Conservation Commission means that body comprised of members lawfully appointed pursuant to M.G.L. c. 40, s. 8C. For the purposes of the Act and 310 CMR 10.00, it shall also mean a mayor, where no conservation commission has been established under said M.G.L. c. 40, s. 8C.

Creek means the same as a stream, as defined in this section.

Date of Issuance means the date an Order is mailed, as evidenced by a postmark, or the date it is hand-delivered.

Date of Receipt means the date of delivery to an office, home or usual place of business by mail or hand-delivery.

Department means the Department of Environmental Protection, and shall include the Commissioner and any other person employed by said Department, pursuant to St. 1989, c. 240, s. 101.

Determination

- A. Determination of Applicability means a written finding by a Conservation Commission as to whether a site or the work proposed thereon is subject to the jurisdiction of this Ordinance. It shall be made on Form 2 of 310 CMR 10.99, modified to reference this Ordinance or on a form designed under this Ordinance.
- B. Determination of Significance means a written finding by a Conservation Commission, after a public hearing, that the area on which the proposed work is to be done, or which the proposed work will alter, is significant to one or more interests identified in this Ordinance. It shall be made as part of the Order, on Form 5 of 310 CMR 10.99, modified to reference this Ordinance or on a form designed under this Ordinance.
- C. Notification of Non-Significance means a written finding by a conservation commission, after a public hearing, that the area on which the proposed work is to be done, or which the proposed work will alter, is not significant to any interests of this Ordinance. It shall be made as part of the Order, on Form 6 of 310 CMR 10.99, modified to reference this Ordinance or on a form designed under this Ordinance.

Dredge means to deepen, widen or excavate, either temporarily or permanently.

Extension Permit means a written extension of time within which the authorized work shall be completed. It shall be made on Form 7 of 310 CMR 10.99, modified to reference this Ordinance or on a form designed under this Ordinance.

Fill means to deposit any material so as to raise an elevation, either temporarily or permanently.

Final Order means the Order issued by the Commissioner after an adjudicatory hearing or, if no request for hearing has been filed, the Superseding Order or, if no request for a Superseding Order has been filed, the Order of Conditions.

Flood Control means the prevention or reduction of flooding and flood damage.

Freshwater Wetlands shall mean wet meadows, marshes, swamps, bogs, areas where around water, flowing or standing surface water or ice provide a significant part of the supporting substrate for a plant community for at least five months of the year; emergent and submergent plant communities in inland waters; that portion of any bank which touches any inland waters.

General Performance Standards means those requirements established by Regulations promulgated under this Ordinance for activities in or affecting each of the Areas Subject to Protection Under this Ordinance.

Ground Water Supply means water below the earth's surface in the zone of saturation.

Important Wildlife Habitat Functions mean important food, shelter, migratory or overwintering area, or breeding areas for wildlife.

Article V: Health and Safety

Interests Identified in this Ordinance means public or private water supply, ground water supply, flood control, storm damage prevention, prevention of pollution, erosion control and sedimentation control, protection of wildlife, protection of wildlife habitat, passive recreation, aesthetics, agriculture, and aquaculture, protection of fisheries, and protection of wildlife habitat.

Issuing Authority means the Framingham Conservation Commission.

Lake means an open body of fresh water with a surface area of ten (10) acres or more, and shall include great ponds.

Land subject to flooding is defined in Part III, 310 CMR 10.57(2).

Land Under Water Bodies and Waterways means the bottom of, or land under, the surface of a creek, river, stream, pond, or lake. Land under inland water bodies is further defined in Part III 310 CMR 10.56(2).

Lot means an area of land in one ownership, with definite borders.

Majority means more than half of the members of the Conservation Commission then in office.

Marsh is defined in M.G.L. c.131, s.40, para. 10.

Meadow (or wet meadow) is defined in M.G.L. c. 131, s. 40, para. 9.

MEPA means the Massachusetts Environmental Policy Act, M.G.L. c.30, ss. 6-62H, and the regulations promulgated pursuant thereto, 301 CMR 11.00 et seq.

Migratory Areas means those areas used by wildlife moving from one habitat to another, whether seasonally or otherwise.

Notice of Intent means the written notice filed by any person intending to remove, fill, dredge, or alter an area subject to Protection Under this Ordinance. It shall be made on Form 3 or 4 of 310 CMR 10.99, modified to reference this Ordinance or on a form designed under this Ordinance.

Order means an Order of Conditions or Amended Order of Conditions.

Order of Conditions means the document issued by a conservation commission containing conditions which regulate or prohibit an activity. It shall be made on Form 5, 310 CMR 10.99, modified to reference this Ordinance or on a form designed under this Ordinance.

Owner of Land Abutting the Activity means the owner of land sharing a common boundary or corner with the site of the proposed activity in any direction, including land located directly across the street, way, creek, river, stream, brook or canal.

Party to any proceeding before the Commission means the applicant, and pursuant to 310 CMR 10.05(7)(a) may include the owner of the site, any abutter, any person aggrieved, any ten (1) residents of the city or town where the land is located and any ten (10) persons pursuant to M.G.L. c.30A, s.10A.

Person Aggrieved means any person who, because of an act or failure to act by the issuing authority, may suffer an injury in fact which is different either in kind or magnitude from that suffered by the general public and which is within the scope of interests identified in the Ordinance.

Plans mean such data, maps, engineering drawings, calculations, specification, schedules and other materials, if any, deemed necessary by the issuing authority to describe the site and/or the work, to determine the applicability of the Ordinance or to determine the impact of the proposed work upon the interests identified in the Ordinance.

Pond (inland) means any open body of fresh water, either naturally occurring or man-made by impoundment, with surface area observed or recorded within the last ten (10) years of at least 10,000 square feet, and which is never without standing water due to natural causes, except during periods of extended drought. For purposes of this definition, extended drought shall mean any

Article V: Health and Safety

period of four (4) or more months during which the average rainfall for each month is 50 percent or less of the ten (10) years average for that same month. Basins or lagoons which are part of wastewater treatment plants shall not be considered ponds, nor shall swimming pools or other impervious man-made retention basins.

Prevention of Pollution means the prevention or reduction of contamination of surface or ground water.

Private Water Supply means any source or volume of surface or ground water demonstrated to be in any private use or demonstrated to have a potential for private use.

Protection of Fisheries means protection of the capacity of an Area Subject to Protection Under this Ordinance:

- A. To prevent or reduce contamination or damage to fish; and
- B. To serve as their habitat and nutrient source. Fish includes all species of fresh fish.

Protection of Land Containing Shellfish means protection of the capacity of an Area Subject to Protection Under the Act:

- A. To prevent or reduce contamination or damage to shellfish; and
- B. To serve as their habitat and nutrient source.

Public Water Supply means any source or volume of surface or ground water demonstrated to be in public use or approved for water supply pursuant to M.G.L. c. 111, s.160 by the Division of Water Supply of the Department, or demonstrated to have a potential for public use.

Rare Species means those vertebrate and invertebrate animal species officially listed as endangered, threatened, or of special concern by the Massachusetts Division of Fisheries and Wildlife under 321 CMR 8.00.

Remove means to take away any type of material, thereby changing an elevation, either temporarily or permanently.

Request for Determination of Applicability means a written request made by any person to a conservation commission or the Department for a determination as to whether a site or work thereon is subject to the Act. It shall be submitted on Form 1 of 310 CMR 10.99, modified to reference this Ordinance or on a form designed under this Ordinance.

Resource Area means any of the areas specified in this Ordinance. It is used synonymously with Area Subject to Protection Under this Ordinance, each one of which is enumerated in Para. 18.2, Jurisdiction.

River means a natural flowing body of water that empties to any ocean, lake or other river and which flows throughout the year.

Riverfront Area is the area of land between a river's mean annual high water line and a parallel line measured horizontally for 200 feet on both sides of the River. The Riverfront area may include or overlap other resource areas or their buffer zones.

Shelter means protection from the elements or predators.

Significant means plays a role. A resource area is significant to an interest identified in the Act when it plays a role in the provision or protection, as appropriate, of that interest.

State-listed Species means the same as rare species, as defined in this section.

Storm Damage Prevention means the prevention of damage caused by water from storms including, but not limited to, erosion and sedimentation, damage to vegetation, property or buildings, or damage caused by flooding, water-borne debris or water-borne ice.

Article V: Health and Safety

Stream means a body of water, including brooks and creeks, which move in a definite channel in the ground due to hydraulic gradient, and which flows within, into or out of an Area Subject to Protection Under the Act. A portion of a stream may flow through a culvert or beneath a bridge. Such a body of running water which does not flow throughout the year (i.e., which is intermittent) is a stream except for that portion upgradient of all bogs, swamps, wet meadows and marshes.

Superseding Order means a document issued by the Department containing conditions which regulate or prohibit an activity. It shall be made on Form 5 of 310 CMR 10.99.

Swamp is defined in M.G.L. c.131, s.40, para. 8.

Vernal Pool Habitat means confined basin depressions which, at least in most years, hold water for a minimum of two continuous months, and which are free of adult fish populations, as well as the area within 125 feet of the mean annual boundaries of such depressions. These areas are essential breeding habitat, and provide other extremely important wildlife habitat functions during non-breeding season as well, for a variety of amphibian species such as wood frog (*Rana sylvatica*) and the spotted salamander (*Ambystoma maculatum*), and are important habitat for other wildlife species.

Water-dependent uses means those uses and facilities which require direct access to, or location in inland waters and which therefore cannot be located away from said waters, including but not limited to: marinas, public recreational uses, navigational and commercial fishing and boating facilities, water-based recreational uses, navigation aids, basins, channels, industrial uses dependent on waterborne transportation or requiring large volumes of cooling or process water which cannot reasonably be located or operated at an upland site, crossing over or under water bodies or waterways (but limited to railroad and public roadway bridges, tunnels, culverts, as well as railroad tracks and public roadways connecting thereto which are generally perpendicular to the water body or waterway), and any other uses and facilities as may further hereafter be defined as water-dependent in 310 CMR 9.00.

Wildlife means all mammals, birds, reptiles and amphibians and, for the purposes of 310 CMR 10.37 and 10.59, all vertebrate and invertebrate animal species which are officially listed by the Massachusetts Division of Fisheries and Wildlife under 321 CMR 8.00 as endangered, threatened, or of special concern.

Wildlife habitat is defined in paragraph 13 of the Wetlands Protection Act, M.G.L. Ch. 131, Section 40.

Work means the same as activity.

18.10 Security

As part of a permit issued under this Ordinance, in addition to any security required by any other municipal or state board, agency, or official, the Conservation Commission may require that the performance and observation of the conditions imposed hereunder be secured wholly or in part by one or more of the methods described below:

- A. By a proper bond or deposit of money or other negotiable securities or other undertaking of financial responsibility sufficient in the opinion of the Conservation Commission;
- B. By a conservation restriction, easement or other covenant enforceable in a court of law, executed and duly recorded by the owner of record, running with the land to the benefit of the City of Framingham whereby the permit conditions shall be performed and observed before any lot may be conveyed other than by mortgage deed.

18.11 Enforcement

The Conservation Commission, its agents, officers, and employees shall, after proper notification to the owner, have authority to enter upon privately owned land for the purpose of performing their duties under this Ordinance and may make or cause to be made such examinations, surveys or sampling as the Conservation Commission deems necessary.

Article V: Health and Safety

The Conservation Commission shall have the authority to enforce this Ordinance, its regulation, and permits issued thereunder by violation notices, administrative order, and civil and criminal court actions. Upon request of the Conservation Commission, the mayor and the City Solicitor shall take legal action for enforcement under civil law. Upon request of the Conservation Commission, the Chief of Police shall take legal action for enforcement under criminal law.

Municipal board and officers, including any police officer or other officers having police powers, shall have the authority to assist the Conservation Commission in enforcement.

Any person who violates any provision of this Ordinance, or permits issued thereunder, shall be punished by a fine of not more than three hundred dollars (\$300) each day or portion thereof during which a violation continues shall constitute a separate offense, and each provision of the Ordinance, or permit violated shall constitute a separate offense. As the alternative to criminal prosecution, the Conservation Commission may elect to utilize the non-criminal disposition procedure set forth in M.G.L. Ch. 40, s.21D.

18.12 Burden of Proof

The applicant for a permit shall have the burden of proof by a preponderance of credible evidence that the work proposed in the application will not have a significant effect upon the wetland values protected by this Ordinance. Failure to provide adequate evidence to the Conservation Commission supporting this burden shall be sufficient cause for the Conservation Commission to deny a permit or grant a permit with conditions.

18.13 Relation to the Wetlands Protection Act

This Ordinance is adopted under the Home Rule Amendment of the Massachusetts Constitution and the Home Rule statutes, independent of the Wetlands Protection Act, M.G.L. Ch. 131, s.40, and regulations thereunder.

18.14 Appeals

A decision of the Conservation Commission is reviewable in Superior Court in accordance with M.G.L. Ch. 249, Sec. 4.

Section 19. Use of Ways by Pedestrians

Pedestrians shall obey the lawful directions of Police Officers. Whenever there is an officer directing traffic, a traffic control signal or a marked crosswalk, no such pedestrian shall cross the following road except within the limits of a marked crosswalk.

Route 126 (Concord St./Hollis St.) From Everitt Ave. to Winthrop St.

Union Ave From Walnut St. to Concord St.

Lincoln Street..... From Union Ave. to Concord St.

Waverly Street..... From Cedar St. to South St.

Irving Street..... From Arlington St. to Burkis Square

The above area to be referred to as the Downtown Business District. Any person who violates this Ordinance shall be punished as follows:

First Offense..... Written Warning

Second and Subsequent Offense Twenty Dollar (\$20) Fine

Any violator of this Ordinance who refuses to give their name to a police officer shall be subject to arrest under M.G.L., Ch. 90, s. 18A.

Section 20. Brownfields Tax Abatement Agreements

20.1 Purpose

Article V: Health and Safety

Pursuant to the provisions of M.G.L., Ch. 59, s. 59A, it is the intent of the town to offer tax abatements to encourage the continued environmental cleanup and redevelopment of sites zoned for industrial and commercial use from or at which there has been a release of oil or hazardous material.

20.2 Subject Properties

Property which may be the subject of tax abatement agreements pursuant to this Ordinance must:

- (a) Be a site or portion of a site from or at which there has been a release of oil or hazardous material;
- (b) Be owned by an eligible person, as that term is defined in M.G.L., Ch 21E, s. 2;
- (c) Be zoned for commercial or industrial use.

20.3 Abatement Agreements

20.3.1 The Chief Financial Officer is hereby authorized to negotiate agreements from the abatement of real estate taxes (hereinafter, "Abatement Agreements") with owners of eligible properties, the terms of which Abatement Agreements shall be subject to approval by the council.

20.3.2 Abatement Agreements may allow for reductions in outstanding taxes, interest, and/or penalties.

20.3.3 Abatement Agreements shall include, but not be limited to:

- (a) The amount of outstanding real estate taxes;
- (b) The percent of interest to accrue if determined applicable by the Chief Financial Officer and the property owner;
- (c) The description of quantifiable monthly payments;
- (d) The inception date of monthly payments;
- (e) The date of the final payment;
- (f) The late penalties to be imposed; and
- (g) Any and all other contractual terms as arranged between the Chief Financial Officer and the property owner.

20.3.4 All Abatement Agreements shall be signed by the mayor and the property owner, whose signatures shall be notarized, and attested to by the City Clerk.

20.3.5 Copies of all Abatement Agreements shall be provided to the Massachusetts Department of Environmental Protection, the United States Environmental Protection Agency, the Massachusetts Commissioner of Revenue, the mayor, and the property owner.

Section 21. Demolition Delay Ordinance for Historically or Architecturally Significant Buildings in the City of Framingham, MA.

21.1 Intent and Purpose

This Ordinance is enacted for the purpose of protecting and preserving significant buildings within the City outside the Framingham Center Common Historic District (Local) and the Jonathan Maynard Historic District (Local) which constitute or reflect distinctive features of the architectural or historical resources of the City, and to encourage owners of such buildings to seek out alternative options to preserve, rehabilitate or restore such buildings rather than to demolish them, thereby promoting the public welfare and preserving the cultural heritage of the City. To achieve these purposes the Framingham Historical Commission is authorized to advise the Building Commissioner with respect to the issuance of permits for the demolition

Article V: Health and Safety

of significant buildings. The issuance of demolition permits for significant buildings is regulated as provided by this Ordinance.

21.2 Definitions

- 21.2.1** "Building" - Any combination of materials forming a shelter for persons, animals, or property.
- 21.2.2** "Demolition" - Any act of pulling down, destroying, removing or razing a building or commencing the work of total or substantial destruction with the intent of completing the same.
- 21.2.3** "Building Commissioner" - The person occupying the office of Building Commissioner or otherwise authorized to issue demolition permits.
- 21.2.4** "Commission" - The Framingham Historical Commission.
- 21.2.5** "Demolition Permit" - The permit issued by the Building Commissioner as required by the State Building Code for a demolition, substantial demolition or removal of a building.
- 21.2.6** "Historically or Architecturally Significant Building" - Any building, in whole or in part, which is at least seventy five (75) years old and:
- (a) which is listed on, or is a contributing building within an area listed on the National Register of Historic places, or which is the subject of a pending application for such listing, or is eligible for such listing; or
 - (b) is included in the Cultural Resources Inventory prepared by the Commission; or
 - (c) has been determined by vote of the Commission to be a significant building after a finding by the Commission that a building either:
 - (i) is importantly associated with one or more historic persons or events, or with the broad architectural, cultural, political, economic or social history of the City, or the Commonwealth, or
 - (ii) is historically or architecturally significant (in terms of period, style, method of building construction or association with a recognized architect or builder) either by itself or in the context of a group of buildings.
- 21.2.7** "Preferentially Preserved" - Any historically or architecturally significant building which the Commission determines is in the public interest to be preserved or rehabilitated rather than to be demolished.

21.3 Procedure

- 21.3.1** No permit for the demolition of a building which is in whole or in part seventy five (75) years or more old shall be issued other than in conformity with the provisions of this Ordinance, as well as in conformity with the provisions of other laws and ordinances applicable to the demolition of buildings and the issuance of permits generally.
- 21.3.2** Application contents: Every application for a demolition permit for a building at least seventy five (75) years old shall be filled with the Building Commissioner and shall contain the following information:
- (i) the address of the building to be demolished
 - (ii) the owner's name, address and telephone number

Article V: Health and Safety

- (iii) a brief description of the type of building and the condition requiring issuance of the permit
- (iv) date of building as established by the Board of Assessors, deed or documentation verifying year of construction and
- (v) a brief description of the proposed reuse, reconstruction or replacement on the premises upon which the building is located.

21.3.3 Within seven (7) working days from receipt of an application for a demolition permit of a building seventy five (75) years or older, the Building Commissioner shall forward a copy to the Commission. No demolition permit shall be issued during this time.

21.3.4 Within ten (10) working days after receipt of the application for demolition permit by the Commission, the Commission shall make a Determination of Architectural and/or Historical Significance. Upon determination by the Commission that the building is not architecturally and/or historically significant, the Commission shall so notify the Building Commissioner in writing. Upon receipt of such notification, or after the expiration of fifteen (15) working days from the date of submission to the Commission, if the Building Commissioner has not received notification from the Commission, the Building Commissioner may issue the demolition permit.

21.3.5 Upon determination by the Commission that the building is historically and/or architecturally significant, the Building Commissioner and applicant shall be so notified in writing, and a demolition permit shall not be issued. The Commission shall hold a public hearing within fifteen (15) working days of the Determination of Significance to determine whether the building should be preferentially preserved. Public notice of the time, place and purpose of the hearing shall be published by the Building Department at the expense of the applicant in a newspaper of general circulation in the City not less than seven (7) days before the day of said hearing and shall be posted in a conspicuous place in the City Hall for a period of not less than seven (7) days before the day of said hearing.

21.3.6 If after a public hearing the Commission determines that the significant building should not be preferentially preserved, the Commission shall notify the Building Commissioner, in writing within five (5) working days of the hearing and the Building Commissioner may issue a demolition permit upon receipt of the written decision.

21.3.7 If after a public hearing the Commission determines that the significant building should be preferentially preserved, the Commission shall so notify the Building Commissioner in writing within five (5) working days of the hearing, and no demolition permit may be issued until six (6) months after the date of the determination by the Commission.

- a. For any building on the Cultural Resources Inventory that the Commission has determined should be preferentially preserved, no demolition permit may be issued until twelve (12) months after the date of determination by the Commission.
- b. Provided however, until a building has been listed on the Cultural Resources Inventory for a period of twelve (12) months, a demolition delay may not exceed six (6) months.

21.3.8 Notwithstanding anything contained in paragraph 3.7, the Building Commissioner may issue a demolition permit for a preferably preserved building

Article V: Health and Safety

at any time after receipt of written advice from the Commission to the effect that either:

- (i) the Commission is satisfied that there is no reasonable likelihood that either the owner or some other person or group is willing to purchase, preserve, rehabilitate or restore such building, or
- (ii) the Commission is satisfied that during the demolition delay period the owner has made continuing, bona fide and reasonable efforts to locate a purchaser to preserve, rehabilitate or restore the subject building, and that such efforts have been unsuccessful.

21.4 Responsibility of Owners

It shall be the responsibility of the owner of record or his designee to assist in the facilitation of the above process by providing information, allowing access to the property and securing the premises; for participating in the investigation of preservation options and for actively cooperating in seeking alternatives with the Commission and any interested parties.

21.5 Emergency Demolition

Nothing in this Ordinance shall restrict the Building Commissioner from immediately ordering the demolition of any building in the event of imminent danger to the safety of the public.

21.6 Enforcement and Remedies

The Commission and/or the Building Commissioner are each specifically authorized to institute any and all actions and proceedings, in law or equity, as they may deem necessary and appropriate to obtain compliance with the requirements of this Ordinance or to prevent a threatened violation thereof. No building permit shall be issued with respect to any premises upon which a significant building has been voluntarily demolished in violation of this Ordinance for a period of two (2) years after the date of the completion of such demolition. As used herein, "premises" refers to the parcel of land upon which the demolished significant building was located and all adjoining parcels of land under common ownership or control.

21.7 Historic District Act

Nothing in this Ordinance shall be deemed to conflict with the provisions of the Historic District Act, Massachusetts General Laws Chapter 40C. If any of the provisions of this Ordinance do so conflict, that act shall prevail.

Section 22. Nuisance Ordinance

22.1 Authority and Purpose

Pursuant to the general powers granted to cities and towns by Article 89 of the Amendments to the Massachusetts Constitution, and the specific powers granted by M.G.L., Ch. 139, ss. 1-3A, this Ordinance is adopted for the prevention of future nuisances and the removal of existing nuisances within the City, which nuisances constitute a hazard of blight, or adversely affect property values.

22.2 Definitions

22.2.1 Blight

Any condition that seriously impairs the value, condition, strength, durability, or appearance of real property, or is otherwise detrimental to property values or neighboring properties including real property owned or occupied by an Interested Party as defined in Section 22.2.5 below.

22.2.2 Building

Article V: Health and Safety

A structure, whether portable or fixed, with exterior walls or firewalls and a roof, built, erected or framed, of a combination of any materials, to form shelter for persons, animals, or property. See “structure” below.

22.2.3 Dilapidated

A condition of decay or partial ruin due to neglect, misuse, or deterioration. The term includes, but is not limited to:

- (a) Property having deteriorated or ineffective waterproofing of exterior walls, roofs, foundations, or floors, including broken or inadequately secured windows or doors;
- (b) Property having defective weather protection (such as paint, stain, siding or tarpaulin) for exterior wall covering; deleterious weathering due to lack of such weather protection or other protective covering.
- (c) Personal property that is broken, rusted, worn, partially or wholly dismantled or otherwise due to deterioration is unsuitable for the purpose for which designed.
- (d) Property having a paved parking lot or a parking area in a deteriorated condition causing hazardous conditions to automobiles, bicycles, or pedestrians. Such conditions may include but are not limited to potholes, broken pavement, and/or insufficient drainage so as to cause flooding.

22.2.4 Hazard

A condition likely to expose persons to injury, or property to damage, loss or destruction.

22.2.5 Interested Parties

In connection with the notification requirements of this Ordinance Interested Parties are the Building Commissioner; owner(s) and/or occupants of property which is the subject of a hearing; owners and/or occupants of property directly opposite the subject property on any public or private street or way, owners and/or occupants of property abutting the subject property, and owners and/or occupants of abutting property that is within 300 feet of, the property line of the subject property. Other persons who own or occupy property and who demonstrate to the satisfaction of the Building Commissioner that they are affected by the condition of the property or building that is the subject of a hearing may be regarded as Interested Parties by the Building Commissioner.

22.2.6 Nuisance

Any substantial interference with the common interest of the general public in maintaining safe and sanitary structures and neighborhoods that are not dilapidated when such interference results from the hazardous or blighted condition of private property, land or buildings. The fact that a particular structure or use may be permitted under the zoning ordinance does not create an exemption from the application of this Ordinance. The term includes but is not limited to:

- (a) burned structures not otherwise lawfully habitable or usable,
- (b) dilapidated real or personal property including but not limited to real or personal property containing graffiti, tagging or similar markings,
- (c) dilapidated real or personal property including parking lots or parking areas,
- (d) dangerous or unsafe structures or personal property,
- (e) overgrown vegetation which may harbor rats and vermin, conceal pools of stagnant water or other nuisances, or which is otherwise detrimental to neighboring properties or property values,

Article V: Health and Safety

- (f) dead, decayed, diseased or hazardous trees,
- (g) personal property that is exposed to the elements without protection against deterioration, rust or dilapidation,
- (h) vehicles, machinery or mechanical equipment or parts thereof that are located on soil, grass or other porous surfaces that are likely to result in the destruction of vegetation or contamination of soil,
- (i) in any Residence District, keeping of more than one commercial vehicle, or of a tractor that exceeds a gross vehicle weight of three-quarters (3/4) of a ton for hauling a van or trailer as defined by the Registry of Motor Vehicles,
- (j) trash , debris or personal property, including but not limited to personal property marked “free” or “take” that has been placed for collection as rubbish or refuse in violation of Town of Framingham policies as approved by the Director of Public Works.

22.2.7 Occupant

A person who occupies real property with the consent of the owner as a lessee, tenant at will, licensee or otherwise. The singular use of the term includes the plural when the context so indicates.

22.2.8 Owner

Every person who alone or jointly or severally with others:

- (a) has legal title to any building, structure or property to this Ordinance
- (b) has care, charge, or control of any such building structure or property in any capacity including but not limited to agent, executor, executrix, administrator, administratrix, trustee or guardian of the estate of the holder of legal title
- (c) is a lessee under a written letter agreement
- (d) has a mortgagee in possession
- (e) is an agent, trustee or other person appointed by the courts.

22.2.9 Responsible Party

The owner or occupant (in the case of real property) of property that is the subject of proceedings under this Ordinance. The singular use of the term includes the plural when the context so indicates.

22.2.10 Structure

A combination of materials, whether wholly or partially level with, above or below the surface of the ground, whether permanent or temporary, assembled at a fixed location to give support, shelter or enclosure such as a building, (see above), framework, retaining wall, stand, platform, bin, fence (having a height at any point of six feet or greater above grade), parking area sign, flagpole, or mast for an antenna or the like.

22.3.1 Enforcement

This Ordinance shall be enforced by the Building Commissioner. If the Building Commissioner shall be informed or have reason to believe that any provision of this Ordinance has been, is being, or is likely to be violated, he shall make or cause to be made an investigation of the facts, including an investigation of the property where the violation may exist. If he finds any violation he shall give immediate notice in writing to the Owner and to the Occupant of the premises to immediately cease such violation. In making such inspection, the Building Commissioner shall have such right of access to

premises that may be lawfully exercised by him under the laws and constitution of the Commonwealth or of the United States.

If, after such notice and order, such violation continued, or if any Owner of Occupant fails to obey any lawful order of the Building Commissioner with respect to any violation of the provisions of the Ordinance, the Building Commissioner may make complaint to the Superior Court or any court of competent jurisdiction for any injunction or order restraining any further use of the premises and the continuation of the violation and shall take such other action as is necessary to enforce the provisions of this Ordinance.

In addition to the foregoing remedy, whoever violates any provision of this Ordinance or fails to obey any lawful order issued by the Building Commissioner in enforcing this Ordinance shall be liable to a fine of not more than three hundred dollars (\$300) for each violation. Each violation of this Ordinance shall constitute a separate offense. Each day that any such violation continues shall constitute a separate offense.

The Building Commissioner may require disclosure to him/her of the identity of the person bringing a complaint of nuisance. The Building Commissioner may require that such complaint be made under oath or subject to the penalties of perjury. If the Building Commissioner determines that a reported condition may warrant immediate action, constitute a substantial violation of this Ordinance, or adversely affect protected interests of others than the complainant, the Building Commissioner may commence action under this Ordinance without requiring the disclosure of the identity of the complainant.

If the Building Commissioner determines that the condition is subject to the jurisdiction of the Board of Health or is a violation of the State Sanitary Code or any health regulation, in addition to enforcing this Ordinance, he shall refer the matter to the Director of Public Health of the town or other appropriate state or town officials for action.

During his investigation of the matter, the Building Commissioner may consult, but is not required to do so, with any Interested Party in an attempt to obtain voluntary compliance with this Ordinance without the need to issue a notice of violation.

22.3.2 Notice to Complainant

In any matter in which a complaint has been made by a person other than the Building Commissioner, the Building Commissioner, if requested, shall promptly notify the complainant in advance of all conferences or proceedings concerning resolution of the nuisance complaint or of any enforcement action and the complainant shall be allowed to be present and to be heard.

22.3.3 Removal of Nuisance by Council

If the Responsible Party fails to remedy the nuisance upon notice from the Building Commissioner to do so, the council may cause the nuisance to be removed as provided in M.G.L., Ch. 139.

22.3.4 Review by the Mayor

Any Interested Party who has filed a written complaint of a nuisance with the Building Commissioner upon which complaint the Building Commissioner has determined that the condition is not a nuisance, or has taken other action that the Interested Party claims is inadequate shall have a right to a review of the matter by the mayor. At the request of such an Interested Party, the mayor shall confer with the Building Commissioner and shall recommend appropriate action to the Building Commissioner and to the council.

22.3.5 Reports by Building Commissioner

The Building Commissioner shall file with the mayor each month a report that shall include all complaints of nuisance made to him during the prior month; all proceedings

Article V: Health and Safety

begun by him under this Ordinance; all pending complaints and all investigations and enforcement actions taken by him or referred to the Director of Public Health. The report shall state the location of the premises, a summary of the nature of the complaint, the name of the Responsible Party(ies), and the disposition or the status of the matter.

Section 23. (Deleted – October 21, 2014 Special Town Meeting, Art. 12)

Section 24. Ordinance Concerning Lodging Houses

24.1 Purpose

This Ordinance is intended to supplement the provisions of G.L. c. 140, § 22, et seq., and all other statutes and State regulations pertaining to lodging houses, for the purpose of ensuring the maintenance and protection of the health, safety and welfare of all persons and the health, safety and general welfare of the public.

24.2 Definitions

- 1) **Lodging House:** Every dwelling or part thereof which contains one or more rooming units in which space is let or sublet for compensation by the licensee, owner or operator to four or more persons not within the second degree of kindred to the person compensated. The term Lodging House shall include but not be limited to boarding houses, rooming houses, inns, bed and breakfast establishments, dormitories, fraternity houses, sober houses and other similar dwelling places, but shall not include dormitories of charitable or philanthropic institutions or convalescent or nursing homes licensed under section seventy-one of chapter one hundred and eleven or rest homes so licensed, or group residences licensed or regulated by agencies of the commonwealth.
- 2) **Lodger:** A lodger is any person residing in a rooming unit including any person listed as a lodger on any lease agreement for said unit.
- 3) **Rooming Unit:** The room or group of rooms let to an individual or household for use as living and sleeping quarters.
- 4) **Licensee:** That person (s) or entity listed on the lodging house license and the owner (s) of the land and building where the lodging house is operated.

24.3 Responsibilities of Licensee

The licensee shall be responsible for the proper supervision, operation and maintenance of the lodging house in accordance with the requirements of this Ordinance and of all other pertinent State laws, regulations and other City Ordinances. The appointment of an agent shall in no way relieve the licensee from responsibility for full compliance with all the foregoing laws and regulations. This Ordinance and the penalties imposed by them shall apply with equal force to the keeper of any lodging house required to be licensed.

24.4 Agent (s)

If the licensee, because of health, other employment, non-residence on the premises, frequent or extended absences from the premises or other reasons, is unable to exercise proper supervision of the premises, he/she shall designate one or more agent (s) to carry out all or part of his/her responsibilities. The owner of any lodging house that contains twelve (12) or more units shall be required to have an agent residing on the premises. Upon the recommendation of the Chief of Police for reasons of public safety, the Board of License Commissioners may require the owner of a lodging house that contains less than twelve units to have an agent residing on the premises. Based on the qualifications of the agent(s) designated and the extent of their responsibilities, the Board of License Commissioners may require that more than one agent be provided. If, for any reason, an agent ceases to exercise his/her responsibilities, the licensee shall at once notify the Board of License Commissioners and take immediate steps to provide proper interim supervision and obtain a suitable replacement.

Article V: Health and Safety

The agent (s) shall be available on a 24-hour basis and must post his/her telephone or beeper number in a conspicuous place inside the Lodging House. The agent must also notify the mayor's Office, Licensing Department, Police Department, Health Department, Fire Department and Building Department of his/her beeper or telephone number.

24.5 Registers, Card Files and Rosters

The licensee of every lodging house shall keep or cause to be kept, in a permanent form, a register. Such register shall contain the true name or name in ordinary use and the last residence of every person engaging or occupying a private room together with a true and accurate record of the room assigned to such person and of the day and hour of check-in and checkout. The entry of the names of the person engaging a room and the lodgers of said room shall be made by said person engaging said room or by any lodger thereto.

Until the entry of such name and the record of the room have been made such person shall not be allowed to occupy privately any room upon licensed premises.

In addition, each licensee shall keep or cause to be kept a card file or database containing current information on each lodger including full name, date and time of registration, room number, former address, registration number, state of registration, and make of automobile, and the name and telephone number of the person to be notified in case of emergency. These cards should be kept for a minimum of one year after departure of the lodger. The register, card file, and roster required in this section shall be available for inspection at all times by the Board of License Commissioners, its agent(s), the Building Commissioner and his designee(s), the Director of Public Health and his designee(s), and any officer of the Framingham Police Department.

24.6 Minimum Standards

This Ordinance sets forth the minimum standards intended for the maintenance and enforcement required for the protection of health, safety and welfare of all persons concerned. If there is any conflict with state or local law the stricter provision shall apply to the extent legally permissible.

All lodging houses shall comply with the requirements of Article II of the State Sanitary Code, Minimum Standards of Fitness for Human Habitation, and to the requirements of this Ordinance, whenever they are in addition to or more stringent than the requirements of Article II of said code.

All lodging houses in which meals are served to lodges shall comply with the requirements of Article X of the State Sanitary Code, Minimum Sanitation Standards for Food Establishments, or to such additional standards as may be approved in writing by the Director of Public Health.

24.7 Bathroom Facilities

Bathroom facilities, as required by the Sanitary Code, shall be located on the same floor as the individuals who are to use them.

24.8 Lighting and Electrical Facilities

The electrical service to the building shall conform with the rules and regulations issued by the Commonwealth of Massachusetts, Department of Public Safety, Board of Fire Prevention Regulations, known as the Massachusetts Electrical Code, which is incorporated herein by reference. Specific questions regarding the requirements of the Massachusetts Electrical Code may be directed to the City of Framingham Electrical Inspector.

24.9 House Rules & Supervision:

Licensees and their agent (s) must:

1. Exercise due care in the selection of lodgers.
2. Inspect all common areas at least daily and all occupied rooms at every change of lodger to insure that all such areas are in a clean and orderly condition and

Article V: Health and Safety

without violation of regulations pertaining to obstruction of egress, cooking in rooms, and other health and safety hazards. A schedule of inspections must be posted at least forty-eight hours prior to said inspection. Posting of the schedule for inspections shall not apply in the case of an emergency.

3. Institute and enforce such house rules as are necessary to prevent the lodging house from being a cause of nuisance or annoyance to the neighborhood.
4. Ensure that House Rules are in writing and at a minimum contain rules adequate to address the following matters:
 - a. Noise Control including use of audio or other equipment which may disturb the peace ;
 - b. Disorderly behavior;
 - c. Adherence to this Ordinance and the consequences for repeated violations;
 - d. Proper garbage disposal; and
 - e. Cleanliness of rooming units and common areas.
5. File a copy of the House Rules with the Board of License Commissioners as part of the Licensee's license application or renewal thereof.
6. Post a copy of the House Rules in a common area of the lodging house.
7. Provide every lodger who intends to remain for thirty (30) days or more with a copy of the house rules.
8. Meet with the lodgers at least annually to discuss house rules.
9. Take whatever steps necessary to stop Lodger(s) from repeatedly violating house rules or the requirements of this Ordinance, up to and including eviction.

24.10 Housekeeping

It shall be the duty of the licensee and/or his agent to provide or cause to be provided:

1. Daily cleaning of all common bathroom facilities and of community kitchen or laundry facilities,
2. Cleaning of all occupied rooms and private bathroom facilities at the change of each lodger or as otherwise necessary for sanitary purposes.
3. Cleaning, as necessary, of all other common areas.

24.11 Storage, Collection & Disposal of Waste

The Licensee and his/her agent (s) shall comply with the City of Framingham's Regulations Governing the Handling, Storage Collection and Disposal of Waste and all other state or local laws pertaining to the proper storage, collection and disposal of waste. Responsibilities of the Licensee and Agent (s) include but are not limited to following:

1. Storing waste in watertight, rodent-proof receptacles with tight fitting covers.
2. Providing as many receptacles as are sufficient to contain accumulation of all waste before final collection.
3. Locating waste containers in an area where objectionable odors will not enter

Article V: Health and Safety

any dwellings, preferably in the rear of the building.

4. Informing all lodgers of the rules regarding proper storage, collection and disposal of waste.
5. Placing waste for collection in the designated location no earlier than 6:00 am on the day of the scheduled collection.
6. Removing all empty containers of any kind from the area of collection no later than midnight of the collection day.

24.12 Egress Facilities

The egress shall allow every lodger to reach the outside at ground level by a second way of egress if the principal or customary egress is blocked by fire or smoke, or is otherwise obstructed.

24.13 (Deleted by the Attorney General, November 5, 2007)

24.14 Approved Fire Escape

No obstruction shall be permitted in the path of egress to a fire escape. Fire escapes are to be used for emergency purposes only. Use of fire escapes for general access to rooms is strictly prohibited.

24.15 (Deleted by the Attorney General, November 5, 2007)

24.16 Emergency Lighting

Approved emergency lighting shall be provided along ways of egress. The number, type and location of emergency lighting units shall be as designated by the Building Commissioner.

24.17 (Deleted by the Attorney General, November 5, 2007)

24.18 Portable Fire Extinguishers

Portable fire extinguishers of a type and capacity approved by the Chief of the Fire Department, shall be provided for each story and basement, one for each 2500 square feet of the floor area or portion thereof and maintained in a fully charged and operable condition at all times and kept in their designated places when not being used.

Such fire extinguishers shall be inspected and serviced annually and after use in accordance with NFPA 10. Fire extinguishers shall be conspicuously located where they will be readily accessible and immediately available in the event of fire. Preferably they shall be located along normal paths of travel, including exits from areas. Fire extinguishers shall not be obstructed or obscured from view.

Portable fire extinguishers other than wheeled types shall be securely installed on the hanger or in a bracket shall be securely and properly anchored in the bracket supplied, placed in cabinets or wall recesses. The hanger or bracket shall be securely and properly anchored to the mounting surface in accordance with the manufacturer's instructions.

24.19 (Deleted by the Attorney General, November 5, 2007)

24.20 Hazardous Areas and Combustible Storage

The Building Commissioner or the Fire Chief may require that kitchens, work shops, heater rooms, storerooms containing combustible materials, or other areas constituting a special hazard be protected by additional approved portable fire extinguishing equipment, or other means as directed. Combustible or flammable material shall not be placed, stored or kept in any portion of an exit or elevator car or hoist way or at the bottom of a stairway, fire escape or other means of escape.

24.21 Cooking in Rooms

Article V: Health and Safety

The use of electric hot plates, gas plates, stoves using sterno or other fuel, electric percolators, grills, and toasters, are prohibited in any room other than a kitchen approved by the Building Commissioner.

Lodgers may use microwaves in their rooming units with the approval of the Licensee. The use of appliances for the preparing or serving of food shall not be permitted in rooms used for sleeping.

24.22 Portable Heaters

The use of portable heaters is strictly prohibited.

24.23 Heating Systems

The owner shall provide and maintain in good operating condition the facilities for heating every habitable room and every room containing a toilet, shower or bathtub to such temperature as required by the State Health code.

Central heating systems shall be provided with all the safety devices required for new installations under all applicable laws, ordinances, and regulations of any authority having jurisdiction thereof. The heater should be located in an area suitably ventilated to ensure the safe operation of the heater or burner.

24.24 Maintenance

1. The building and all parts thereof shall be kept in good general repair and properly maintained. All exterior surfaces shall be kept painted where necessary for the purposes of preservation of structural elements or appearance. Interior walls and ceilings shall be periodically refinished in order to maintain such surfaces free from stains, marks or visible foreign matter.
2. All outdoor areas not devoted to walks and drives or otherwise paved shall be landscaped and adequately maintained to prevent overgrowth of unsightly conditions.
3. Outdoor walks, drives and exterior ways of egress shall be kept unobstructed, free of litter, and clean. Accumulation of ice and snow shall be removed from such areas, including required ways of egress to provide safe walking surfaces and shall be removed.
4. The exterior front entrance will be provided with adequate illumination and the property address number will be maintained in a clear visible location on or near the front entrance.

24.25 Automatic Fire Alarm System

Fire protection systems shall not be disconnected or otherwise rendered unserviceable without first notifying the fire department. The design, installation and performance of required fire warning systems, pursuant to M.G.L. c.148, sec. 26C, shall be in accordance with NFPA 72.

24.26 Care and Maintenance of Fire Protection System

The Licensee shall be responsible for the care and maintenance of all fire protection systems, including equipment and devices, to insure the safety the safety and welfare of the lodgers. If required fire protection systems are temporarily out-of service for maintenance or repair, the licensee or his/her agent (s) shall immediately advise the fire department and shall diligently restore the system to working order. Installation of, or modification to, any automatic fire protection system shall require a permit from the Chief of the Fire Department or his/her designee.

Aisles, floors, halls, stairways, fire escapes, doors and windows shall be kept in good repair and ready for use, and shall be kept properly lighted.

No person shall shut off, disconnect, obstruct, remove or destroy, or cause or permit to be shut off, disconnected, obstructed, removed or destroyed, any part of any sprinkler system, water main, hydrant or other device used for fire protection in any building owned, leased or occupied by such

Article V: Health and Safety

person under his control or supervision, without first procuring a written permit to do so from the Chief of the Fire Department or his/her designee.

24.27 Egress From and Access to a Building

Any obstacle, which may interfere with the means of egress or escape from any building or other premises, or with the access of any part of said building or premises by the fire department in the case of fire, shall be removed from aisles, floors, halls, stairways and fire escapes. Doors and windows designated as exits shall be kept clear at all times.

No person shall at any time place encumbrance of any kind before or upon any fire escape, balcony or ladder intended as a means of escape from fire. The means of egress from each part of the building, including stairways, egress doors, and any panic hardware installed thereon, aisles, corridors, passageways and similar elements of the means of egress, shall at all times be maintained in a safe condition and shall be available for immediate use and free of all obstructions.

All exterior bridges, steel or wooden stairways, fire escape and egress balconies shall be maintained in accordance with 780 CMR 1028.0 and shall be examined and or tested, and certified for structural adequacy and safety every five years, by a Massachusetts registered professional engineer, or others qualified and acceptable to the Building Commissioner or his/her designee. The engineer or other party shall after inspection submit an affidavit to the building department.

24.28 Conflict With Other Laws or Regulations

Whenever any provision of this Ordinance is in conflict with another law, ordinance or regulation, the more restrictive provision shall apply, unless a contrary intent is clearly stated.

24.29 Certificates of Inspection

The Board of License Commissioners may require certificates of inspection certifying compliance with the various requirements of this Ordinance, in addition to the required minimum yearly inspection pursuant to 780 CMR Table 106.

24.30 Severability of Provisions

The invalidity of any provision of this Ordinance shall not affect the validity of the remaining sections of this Ordinance, if so declared by a Court of competent jurisdiction.

24.31 Penalty

The Board of License Commissioners and its agents including any police officer of the City of Framingham shall be charged with the authority to enforce the terms of this Ordinance, in addition to the authority provided to the Board of License Commissioners pursuant to the provisions of G.L. c. 140, § 22, et seq. to award, restrict, revoke and otherwise regulate licenses to operate lodging houses.

Any person violating any provision of this Ordinance shall be punished by a fine of three hundred dollars (\$300) per violation. Each day that the violation continues shall constitute a separate offense. As an alternative to initiating criminal proceedings, the Board of License Commissioners Agent may elect to utilize the non-criminal disposition procedure set forth in M.G.L. Ch. 40, § 21D and Article X of the General Ordinances. For purposes of non-criminal disposition, the penalty shall be three hundred dollars (\$300) for each offense.

Section 25. Right to Farm

25.1 Legislative Purpose and Intent

25.1.1 The purpose and intent of this Ordinance is to state with emphasis the Right to Farm accorded to all citizens of the Commonwealth under the Constitution and all state statutes and regulations.

25.1.2 This Ordinance encourages the pursuit of agriculture, promotes agriculture-based economic opportunities, and protects farmlands within the City of Framingham by

Article V: Health and Safety

allowing agricultural uses and related activities to function with minimal conflict with abutters and City agencies. This Ordinance shall apply to all jurisdictional areas within the City.

25.2 Definitions

- 25.2.1 The word “farm” shall include any parcel or contiguous parcels of land or water bodies used for the primary purpose of commercial agriculture, or accessory thereto.
- 25.2.2 The words “farming” or “agriculture” or their derivatives shall include, but not be limited to the following:
- (a) farming in all its branches and the cultivation and tillage of the soil.
 - (b) dairying;
 - (c) production, cultivation, growing, and harvesting of any agricultural, aquacultural, floricultural, viticultural, or horticultural commodities;
 - (d) growing and harvesting of forest products upon forest land, and any other forestry or lumbering operations;
 - (e) raising of livestock including horses;
 - (f) keeping of horses as a commercial enterprise; and keeping and raising of poultry, swine, cattle, bovine, ratites (such as emus, ostriches and rheas) and camelids (such as llamas and camels), and other domesticated animals for food and other agricultural purposes including bees and fur-bearing animals.
- 25.2.3 “Farming” shall encompass activities including, but not limited to, the following:
- (a) operation and transportation of slow-moving farm equipment over roads within the town;
 - (b) control of pests, including, but not limited to, insect, weeds, predators and disease organism of plants and animals;
 - (c) application of manure, fertilizers and pesticides;
 - (d) conducting agriculture-related educational and farm based recreational activities including agri-tourism, provided that the activities are related to marketing the agricultural output or services of the farm;
 - (e) processing and packaging of the agricultural output of the farm and the operation of a farmer’s market or farm stand including signage thereto;
 - (f) maintenance, repair, or storage of seasonal equipment, or apparatus owned or leased by the farm owner or manager used expressly for the purpose of propagation, processing, management, or sale of the agricultural products; and
 - (g) on-farm relocation of earth and the clearing of ground for farming operations.

25.3 Right To Farm Declaration

The Right to Farm is hereby recognized to exist within the City of Framingham. The above-described agricultural activities may occur on holidays, weekdays, and weekends by night or day and shall include the attendant incidental noise, odors, dust, and fumes associated with normally accepted agricultural practices. It is hereby determined that whatever impact may be caused to others through the normal practice of agriculture is more than offset by the benefits of farming to the neighborhood, community, and society in general. The benefits and protections of this Ordinance are intended to apply exclusively to those commercial agricultural and farming operations and activities conducted in accordance with generally accepted agricultural practices. Moreover, nothing in this Right To Farm Ordinance shall be deemed as acquiring any interest in

Article V: Health and Safety

land, or as imposing any land use regulation, which is properly the subject of state statute, regulation, or local zoning law.

25.4 Disclosure Notification

25.4.1 The mayor shall prominently post on the Municipal Bulletin Board and make available for distribution the following disclosure:

“It is the policy of this community to conserve, protect and encourage the maintenance and improvement of agricultural land for the production of food, and other agricultural products, and also for its natural and ecological value. This disclosure notification is to inform buyers or occupants that the property they are about to acquire or occupy lies within a town where farming activities occur. Such farming activities may include, but are not limited to, activities that cause noise, dust and odors. Buyers or occupants are also informed that the location of property within the City may be impacted by commercial agricultural operations including the ability to access water services for such property under certain circumstances.”

25.4.2 In addition to the above, a copy of this disclosure notification shall be available in a public area at City Hall and periodically provided by the City to landowners by mail.

25.5 Resolution of Disputes

25.5.1 Any person who seeks to complain about the operation of a farm may, notwithstanding pursuing any other available remedy, file a grievance with the mayor, the Zoning Enforcement Officer, or the Board of Health, depending upon the nature of the grievance. The filing of the grievance does not suspend the time within which to pursue any other available remedies that the aggrieved may have. The Zoning Enforcement Officer or mayor may forward a copy of the grievance to the Agricultural Advisory Committee or its agent, which shall review and facilitate the resolution of the grievance, and report its recommendations to the referring City authority within an agreed upon time frame.

25.5.2 The Board of Health, except in cases of imminent danger or public health risk, may forward a copy of the grievance to the Agricultural Advisory Committee or its agent, which shall review and facilitate the resolution of the grievance, and report its recommendations to the Board of Health within an agreed upon timeframe.

Section 26. Illicit Discharges to Municipal Separate Storm Sewer System

26.1 Purpose

The purpose of the Ordinance is to eliminate non-stormwater discharges to the City of Framingham’s municipal separate storm sewer system. Non-stormwater discharges contain contaminants and supply additional flows to the City’s storm drain system. Both increased and contaminated stormwater runoff are major causes of:

- (1) impairment of water quality and flow in lakes, ponds, streams, rivers, wetlands and groundwater;
- (2) contamination of drinking water supplies;
- (3) alteration or destruction of aquatic and wildlife habitat; and
- (4) flooding.

Regulation of illicit connections and discharges to the municipal separate storm sewer system is necessary for the protection of the City of Framingham’s natural resources, municipal facilities, and to safeguard the public health, safety, welfare and the environment.

The objectives of the Ordinance are:

- (1) To prevent pollutants from entering the City’s municipal separate storm sewer system (MS4);

Article V: Health and Safety

- (2) To prohibit illicit connections and unauthorized discharges to the MS4;
- (3) To require the removal of all such illicit connections;
- (4) To comply with state and federal statutes and regulations relating to stormwater discharges; and
- (5) To establish the legal authority to ensure compliance with the provisions of the Ordinance through inspection, monitoring, and enforcement.

26.2 Definitions

Unless a different definition is indicated in other sections of this Ordinance, the following definitions and provisions shall apply throughout this article, also referred to in this article, as this Ordinance.

Applicable Authority: The employees and/or agents of the Division of Public Works, Conservation Commission, Division of Inspectional Services, and Board of Health designated to enforce this Ordinance.

Best Management Practice (BMP): An activity, procedure, restraint, or structural improvement that helps to reduce the quantity or improve the quality of stormwater runoff.

Clean Water Act: The Federal Water Pollution Control Act (33 U.S.C. sec. 1251 et seq.) as hereafter amended.

Discharge of Pollutants: The addition from any source of any pollutant or combination of pollutants into the municipal storm drain system or into the Wetland Resource Areas from any source.

Discharger: A person or persons who discharge any pollutant or combination of pollutants into the municipal storm drain system or into the Wetland Resource Areas from any source.

Groundwater: Water beneath the surface of the ground.

Illicit Connection: A surface or subsurface drain or conveyance, which allows an illicit discharge into the municipal storm drain system, including without limitation sewage, process wastewater, or wash water and any connections from indoor drains, sinks, or toilets, regardless of whether said connection was previously allowed or approved before the effective date of this Ordinance.

Illicit Discharge: Direct or indirect discharge to the municipal storm drain system that is not composed entirely of stormwater except as exempted herein.

Illicit Discharge Detection and Elimination (IDDE): One of six Minimum Control Measures regulated under the City's NPDES Phase II MS4 Permit. The federal regulation governing implementation of the IDDE program under this permit is Section (b)(3) of CFR 122.34, "Storm Water Phase II Regulations."

Impervious Surface: Any material or structure on or above the ground that prevents water infiltrating the underlying soil. Impervious surface includes without limitation roads, paved parking lots, sidewalks and roof tops.

Municipal Separate Storm Sewer System (MS4) or Municipal Storm Drain System: The system of conveyances designed or used for collecting or conveying stormwater, including any road with a drainage system, street, gutter, curb, inlet, piped storm drain, pumping facility, retention or detention basin, natural or man-made or altered drainage channel, reservoir, and other drainage structure that together comprise the storm drainage system owned or operated by the City of Framingham.

National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit: A permit issued by United States Environmental Protection Agency or jointly with the Commonwealth of Massachusetts that authorizes and regulates the discharge of pollutants to waters of the United States.

Non-Stormwater Discharge: Discharge to the municipal storm drain system not composed entirely of stormwater.

Notice of Violation: A written notice given to a person by the Applicable Authority that states that said person has violated this Ordinance on any specified occasion.

Article V: Health and Safety

Person: An individual, partnership, association, firm, company, trust, corporation, agency, authority, department or political subdivision of the Commonwealth or the federal government, to the extent permitted by law, and any officer, employee, or agent of such person.

Pollutant: Any element or property of sewage, agricultural, industrial or commercial waste, runoff, leachate, heated effluent, or other matter whether originating at a point or nonpoint source, that is or may be introduced into any Wetland Resource Areas. Effluent waters from dewatering operations are adequately regulated under NPDES. Pollutants shall include without limitation:

- (1) paints, varnishes, and solvents;
- (2) oil and other automotive fluids;
- (3) non-hazardous liquid and solid wastes and yard wastes;
- (4) refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordnances, accumulations and floatables;
- (5) pesticides, herbicides, and fertilizers;
- (6) hazardous materials and wastes;
- (7) sewage, fecal coliform and pathogens;
- (8) dissolved and particulate metals;
- (9) animal wastes;
- (10) rock, sand, salt soils;
- (11) construction wastes and residues; and
- (12) noxious or offensive matter of any kind
- (13) vegetable oil and waste vegetable oil.

Process Wastewater: Water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any material, intermediate product, finished product, or waste product.

Recharge: The process by which groundwater is replenished by precipitation through the percolation of runoff and surface water through the soil.

Stormwater: Runoff from precipitation or snow melt.

Toxic or Hazardous Material or Waste: Any material, which because of its quantity, concentration, chemical, corrosive, flammable, reactive, toxic, infectious or radioactive characteristics, either separately or in combination with any substance or substances, constitutes a present or potential threat to human health, safety, welfare, or to the environment as defined under G.L. Ch. 21C and Ch. 21E, and the regulations at 310 CMR 30.000 and 310 CMR 40.0000. Toxic or hazardous materials include any synthetic organic chemical, petroleum product, heavy metal, radioactive or infectious waste, acid and alkali, and any substance defined as Toxic or Hazardous under these laws and regulations.

Watercourse: A natural or man-made channel through which water flows or a stream of water, including a river, brook or underground stream.

Wetland Resource Areas: All wetlands and watercourses protected under the Massachusetts Wetlands Protection Act and the Framingham Wetlands Protection Ordinance.

Wastewater: Any sanitary waste, sludge, or septic tank or cesspool overflow, and water that during manufacturing, cleaning or processing, come into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct or waste product.

26.3 Applicability

This Ordinance shall apply to flows entering the municipally owned storm drainage system, a watercourse, and any Wetland Resource Areas located within the boundaries of the City of Framingham.

Article V: Health and Safety

26.4 Authority

This Ordinance is adopted under authority granted by the Home Rule Amendment of the Massachusetts Constitution, the Home Rule statutes, and the regulations of the federal Clean Water Act found at 40 CFR 122.34.

26.5 Responsibility for Administration

The Applicable Authority shall administer, implement and enforce this Ordinance.

26.6 Regulations

The Applicable Authority may promulgate rules and regulations to effectuate the purposes of this Ordinance. Failure by the Applicable Authority to promulgate such rules and regulations shall not have the effect of suspending or invalidating this Ordinance.

26.7 Prohibited Activities

Illicit Discharges. No person shall dump, discharge, cause or allow to be discharged any pollutant or non-stormwater discharge into the municipal separate storm sewer system (MS4), into a watercourse, or into the Wetland Resource Areas.

Illicit Connections: No person shall construct, use, allow, maintain or continue any illicit connection to the municipal storm drain system, regardless of whether the connection was permissible under applicable law, regulation or custom at the time of connection.

Obstruction of Municipal Storm Drain System (MS4). No person shall obstruct or interfere with the normal flow of stormwater into or out of the MS4 without prior consent from the Applicable Authority. No person shall dump or dispose of yard waste (leaves, grass clippings, etc.) into the open watercourses (swales, brooks and streams) that make up the MS4.

Other Prohibited Activities.

- (1) No person shall discharge, or cause to be discharged, water or any other liquid, on to the streets, sidewalks, or ways of the City in such a manner as to cause an obstruction of traffic or to endanger travel by freezing or otherwise.
- (2) **Drains** – No one shall tie any pump, cellar, yard, roof or area drain directly into the storm water drainage system without approval from the Applicable Authority.
- (3) **Catch Basins** – No person shall directly or indirectly pump, discharge or cause or allow to be discharged into any catchbasin, any solid waste, construction debris, paint or paint product, antifreeze, hazardous waste, oil, gasoline, grease and all other automotive and petroleum products, solvents and degreasers, drain cleaners, commercial and household cleaners, soap, detergent, ammonia, food and food waste, grease or yard waste, animal feces, dirt, sand gravel or other pollutant. Any person determined by the Applicable Authority to be responsible for the discharge of any of the above substances to a catchbasin and any other portions of the storm water system impacted according to City standards and requirements or paying the cost for such cleaning. In addition, the person shall be responsible for paying any penalties assessed by the City.
- (4) **Septage** – No person shall discharge or cause or allow to be discharged any septage, or septage tank or cesspool overflow into the City's storm water drainage system.
- (5) **Storage & Disposal of Hazardous Material** – No one shall dispose of anything other than clear water into the City's storm drainage system. The disposal of waste, gasoline or any other hazardous material into the storm drainage system is strictly prohibited and is in violation of state and federal pollution laws.
- (6) **Private Drainage Systems** – It is prohibited for anyone with a private drainage system from tying into the public storm water disposal system without written approval from the

Article V: Health and Safety

Applicable Authority. The maintenance of any and all private drainage systems shall be the responsibility of the owners.

26.8 Exemptions

Discharges or flows resulting from fire fighting activities or other authorized hydrant use are exempt.

The following non-stormwater discharges or flows are exempt from the prohibitions of this Ordinance provided that the source is not a significant contributor of a pollutant to the municipal storm drain system:

- (1) Waterline flushing;
- (2) Water from exterior foundation drains, footing drains (not including active groundwater dewatering systems), crawl space pumps, or air conditioning condensation;
- (3) Discharge from landscape irrigation or lawn watering;
- (4) Water from individual residential car washing;
- (5) Discharge from dechlorinated swimming pool water (less than one ppm chlorine) provided the water is allowed to stand for one week following last chlorination prior to draining and the pool is drained in such a way as not to cause a nuisance;
- (6) Discharge from street sweeping;
- (7) Flow from potable water sources;
- (8) Springs;
- (9) Natural flow from riparian habitats and wetlands;
- (10) Diverted stream flow;
- (11) Rising groundwater;
- (12) Uncontaminated groundwater infiltration as defined in 40 CFR 35.2005(20), or uncontaminated pumped groundwater (e.g. sump pump), provided that the operator seeks written approval from the Applicable Authority prior to discharge, and thereafter discharges in accordance with the applicable laws and regulations to be issued by the Applicable Authority;
- (13) Dye testing, provided verbal notification is given to the Applicable Authority prior to the time of the test;
- (14) Non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order administered under the authority of the United States Environmental Protection Agency, provided that the discharge is in full compliance with the requirements of the written approval, waiver, or order and applicable laws and regulations; and
- (15) Discharge for which advanced written approval is received from the Applicable Authority as necessary to protect the public interest.

26.9 Emergency Suspension of Storm Drainage System Access

The Applicable Authority may suspend municipal storm drain system access to any person or property without prior written notice when such suspension is necessary to stop an actual or threatened discharge of pollutants that presents imminent risk or harm to the public health, safety, welfare or the environment. In the event any person fails to comply with an emergency suspension order, the Applicable Authority may take all reasonable steps to prevent or minimize harm to the public health, safety, welfare or the environment.

A person commits an offense if the person reinstates water service, sanitary sewer service, and or MS4 access to premises terminated pursuant to this Ordinance, without the prior written approval of the Applicable Authority.

26.10 Industrial or Construction Activity Discharges

NPDES Stormwater Permit

Article V: Health and Safety

Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the Applicable Authority prior to the allowing of discharges to the MS4.

Monitoring of Discharges

Upon notice of an alleged illicit discharge or connection, the Applicable Authority have the right to investigate any facility that has storm water discharges associated with industrial activity, including construction activity. The exercise of this right does not constitute a replacement or substitution for enforcement by federal or state agencies for facilities that are adequately regulated either under a NPDES permit or, if a violation is determined to have occurred, under 310 CMR 40.00, the Massachusetts Contingency Plan.

Watercourse Protection

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

Failure by the property owner to maintain the watercourse does not constitute an obligation on the part of the City to assume this responsibility.

26.11 Notification of Spills

Notwithstanding other requirements of local, state or federal law, as soon as a person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of or suspects a release of materials at that facility or operation resulting in or which may result in discharge of pollutants to the municipal drainage system or Wetland Resource Areas, the person shall take all necessary steps to ensure containment, and cleanup of the release. In the event of a release of oil or hazardous materials, the person shall immediately notify the municipal fire and police departments. In the event of a release of non-hazardous materials, the reporting person shall notify the Applicable Authority not later than the next business day. The reporting person shall provide to the Applicable Authority written confirmation of all telephone, facsimile or in-person notifications within three business days thereafter. If the discharge of prohibited materials is from a commercial or industrial facility, the facility owner or operator of the facility shall retain on-site a written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

26.12 Enforcement

The Applicable Authority or an authorized agent of the Applicable Authority shall enforce this Ordinance, regulations, orders, violation notices, and enforcement orders, and may pursue all civil and criminal remedies for such violations.

26.13 Entry to Perform Duties

To the extent permitted by state law, or if authorized by the owner or other party in control of the property, the Applicable Authority may enter upon privately owned property for the purpose of performing their duties under these regulations and may make or cause to be made such examinations, surveys or sampling as the Applicable Authority deems reasonably necessary.

26.14 Civil Relief

If a person violates the provisions of this Ordinance, regulations, written approval, notice or order issued thereunder, the Applicable Authority may seek injunctive relief in a court of competent jurisdiction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

26.15 Orders

Article V: Health and Safety

The Applicable Authority may issue a written order to enforce the provisions of this Ordinance or the regulations thereunder, which may include: (a) elimination of illicit connections or discharges to the MS4; (b) performance of monitoring, analyses, and reporting; (c) that unlawful discharges, practices, or operations shall cease and desist; (d) remediation of contamination in connection therewith; and (e) implementation of source control or treatment BMPs.

If the enforcing person determines that abatement or remediation of contamination is required, the order shall set forth a deadline by which such abatement or remediation must be completed. Said order shall further advise that, should the violator or property owner fail to abate or perform remediation within the specified deadline, the City may, at its option, undertake such work, and expenses thereof shall be charged to the violator.

Within thirty (30) days after completing all measures necessary to abet the violation or to perform remediation, the violator and the property owner will be notified of the costs incurred by the City, including administrative costs. The violator or property owner may file a written protest objecting to the amount or basis of costs with the Applicable Authority within thirty (30) days of receipt of the notification of the costs incurred. If the amount due is not received by the expiration of the time in which to file a protest or within thirty (30) days following a decision of the Applicable Authority affirming or reducing the costs, or from a final decision of a court of competent jurisdiction, the costs shall become a special assessment against the property owner and shall constitute a lien on the owner's property for the amount of said costs. Interest shall begin to accrue on any unpaid costs at the statutory rate provided in G.L. Ch. 59, Sec. 57 after the thirty-first day at which the costs first become due.

26.16 Non-Criminal Disposition

As an alternative to criminal prosecution or civil action, the City may elect to utilize the non-criminal disposition procedure set forth in G.L. Ch. 40, sec. 21D in which case the Applicable Authority shall be the enforcing person. For non-criminal disposition, the penalty for the first violation shall be one hundred dollars (\$100), the penalty for the second violation shall be two hundred dollars (\$200), and the penalty for the third and subsequent violations shall be three hundred dollars (\$300). Each day or part thereof that such violation occurs or continues shall constitute a separate offense.

26.17 Criminal Penalty

Any person who violates any provision of this Ordinance, regulation, order or written approval issued thereunder, shall be punished by a fine not to exceed three hundred dollars (\$300) per violation. Each day or part thereof that such violation occurs or continues shall constitute a separate offense.

26.18 Appeals

The decisions or orders of the Applicable Authority shall be final. Further relief shall be to a court of competent jurisdiction.

26.19 Remedies Not Exclusive

The remedies listed in this Ordinance are not exclusive of any other remedies available under any applicable federal, state or local law.

26.20 Severability

The provisions of this Ordinance are hereby declared to be severable. If any provision, paragraph, sentence, or clause, of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

Residential property owners shall have 90 days from the effective date of the Ordinance to comply with its provisions provided good cause is shown for the failure to comply with the Ordinance during that period.

Section 27. Prohibition of Floor Drains

27.1 Purpose of Ordinance

Article V: Health and Safety

The purpose of this ordinance is to protect groundwater used as the source of a public drinking water supply in conformity with requirements detailed in the Commonwealth's Drinking Water Regulations (310 CMR 22.00).

Whereas:

- floor drains in industrial and commercial facilities are often tied to a system leading to a leaching structure (e.g. dry well, cesspool, leach field) or a septic system; and
- poor management practices and accidental and/or intentional discharges may lead petroleum and other toxic or hazardous materials into these drainage systems in facilities managing these products; and
- improper maintenance or inappropriate use of these systems may allow the passage of contaminants or pollutants entering the drain to discharge from the leaching structure or septic system to the ground; and
- discharges of hazardous wastes and other pollutants to floor drains leading to leaching structures and septic systems have repeatedly threatened surface and ground water quality throughout Massachusetts; and
- surface and ground water resources in the City of Framingham contribute to the City's drinking water supplies;

The City of Framingham adopts this Ordinance, under its authority as specified in Section 27.2, as a preventative measure for the purposes of:

- preserving and protecting the City of Framingham's drinking water resources from discharges of pollutants to the ground via floor drains, and
- minimizing the threat of economic losses to the City due to such discharges.

27.2 Scope of Authority

This Ordinance is adopted under authority granted by the Home Rule Amendment of the Massachusetts Constitution. This Ordinance shall apply, as specified herein, to all applicable facilities, existing and new, within the Groundwater Protection District defined in the City's Zoning Ordinances Section III (N)(4) – Establishment and Delineation of the Groundwater Protection District.

27.3 Definitions

For the purposes of this Ordinance, the following words and phrases shall have the following meanings:

Applicable Authority: The employees and/or agents of the Division of Public Works designated to enforce this Ordinance.

Commercial and Industrial Facility: A public or private establishment where the principal use is the supply, sale, and/or manufacture of services, products, or information, including but not limited to: manufacturing, processing, or other industrial operations; service or retail establishments; printing or publishing establishments; research and development facilities; small or large quantity generators of hazardous waste; laboratories; hospitals.

Department: The Massachusetts Department of Environmental Protection.

Discharge: The accidental or intentional disposal, deposit, injection, dumping, spilling, leaking, incineration, or placing of toxic or hazardous material or waste upon or into any land or water so that such hazardous waste or any constituent thereof may enter the land or waters of the Commonwealth. Discharge includes, without limitation, leakage of such materials from failed or discarded containers or storage systems and disposal of such materials into any on-site leaching structure or sewage disposal system.

Floor Drain: An intended drainage point on a floor constructed to be otherwise impervious which serves as the point of entry into any subsurface drainage, treatment, disposal, containment, or other plumbing system.

Article V: Health and Safety

Leaching Structure: Any subsurface structure through which a fluid that is introduced will pass and enter the environment, including, but not limited to, dry wells, leaching catch basins, cesspools, leach fields, and oil/water separators that are not water-tight.

Oil/Water Separator: A device designed and installed so as to separate and retain petroleum based oil or grease, flammable wastes as well as sand and particles from normal wastes while permitting normal sewage or liquid wastes to discharge into the drainage system by gravity. Other common names for such systems include MDC traps, gasoline and sand traps, grit and oil separators, grease traps, and interceptors.

Toxic or Hazardous Material: Any substance or mixture of physical, chemical, or infectious characteristics posing a significant, actual, or potential hazard to water supplies or other hazards to human health if such substance or mixture were discharged to land or water of the City of Framingham. Toxic or hazardous materials include, without limitation, synthetic organic chemicals, petroleum products, heavy metals, radioactive or infectious wastes, acids and alkalis, and all substances defined as Toxic or Hazardous under Massachusetts General Laws (MGL) Chapter 21C and 21E or Massachusetts Hazardous Waste regulations (310 CMR 30.000), and also include such products as solvents, thinners, and pesticides in quantities greater than normal household use.

Use of Toxic or Hazardous Material: The handling, generation, treatment, storage, or management of toxic or hazardous materials.

27.4 Prohibitions

With the exception of discharges that have received a Department issued permit prior to the effective date of this Ordinance, no floor drain(s) shall be allowed to discharge, with or without pretreatment (such as an oil/water separator), to the ground, a leaching structure, or septic system in any industrial or commercial facility if such floor drain is located in either:

- A. an industrial or commercial process area,
- B. a toxic or hazardous materials and/or waste storage area, or
- C. a leased facility without either A or B of this section, but in which the potential for a change of use of the property to a use which does have either A or B is, in the opinion of the Applicable Authority or its agent, sufficient to warrant the elimination of the ground discharge at the present.

27.5 Requirements for Existing Facilities

27.5.1 The owner of a facility in operation prior to the effective date of this Ordinance with a prohibited (as defined under Section 27.4) floor drain system shall:

- a. Disconnect and plug all applicable inlets to and outlets from (where possible) applicable leaching structures, oil/water separators, and/or septic systems;
- b. Remove all existing sludge in oil/water separators, septic systems, and where accessible, leaching structures. Any sludge determined to be a hazardous waste shall be disposed of in accordance with state hazardous waste regulations (310 CMR 30.000). Remedial activity involving any excavation and/or soil or groundwater sampling must be performed in accordance with appropriate Department policies;
- c. Alter the floor drain system so that the floor drain shall be either:
 - 1. connected to a holding tank that meets all applicable requirements of Department policies and regulations, with hauling records submitted to the Applicable Authority at the time of hauling;
 - 2. connected to a municipal sanitary sewer line, if available, with all applicable Department and local permits; or
 - 3. permanently sealed. Any facility sealing a drain shall be required to submit for approval to the Applicable Authority a hazardous waste management plan detailing the means of collecting, storing, and disposing of any

Article V: Health and Safety

hazardous waste generated by the facility, including any spill or other discharge of hazardous materials or wastes.

- 27.5.2 Any oil/water separator remaining in use shall be monitored weekly, cleaned not less than every 90 days, and restored to proper conditions after cleaning so as to ensure proper functioning. Records of the hauling of the removed contents of the separator shall be submitted to the Applicable Authority at the time of hauling.
- 27.5.3 Compliance with all provisions of this Ordinance must be accomplished in a manner consistent with Massachusetts Plumbing, Building, and Fire code requirements.
- 27.5.4 Upon complying with one of the options listed under Section 27.5.A.3., the owner/operator of the facility shall notify the Department of the closure of said system by filing the Department's UIC Pre-Closure Form BRP WS-06d with the Department, and sending a copy to the Framingham Department of Public Works.

27.6 Effective Dates for All Facilities

27.6.1 Existing Facilities:

- a. Owners/Operators of a facility affected by this Ordinance shall comply with all of its provisions within 120 days of the effective date;
- b. All applicable discharges to the leaching structures and septic systems shall be discontinued immediately through temporary isolation or sealing of the floor drain.

27.6.2 New Facilities:

- a. As of the effective date of this Ordinance, all new construction and/or applicable change of use within the City of Framingham shall comply with the provisions of this Ordinance.
- b. Certification of conformance with the provisions of this Ordinance by the Applicable Authority shall be required prior to issuance of construction and occupancy permits.
- c. The use of any new oil/water separator shall comply with the same requirements as for existing systems, as specified above in Section 27.5.B.

27.7 Penalties

Failure to comply with provisions of this Ordinance will result in a fine not to exceed three hundred dollars (\$300). Each day's failure to comply with the provisions of this Ordinance shall constitute a separate violation.

The Applicable Authority or an authorized agent of the Applicable Authority shall enforce this Ordinance, regulations, orders, violation notices, and enforcement orders, and may pursue all civil and criminal remedies for such violations.

Section 28. Tax Title Payment Agreements

28.1 Purpose

Pursuant to M.G.L. c. 60, §62A and the terms set forth in this Article V, Section 28 of the General Ordinances, the City is authorized but not required to offer tax title payment agreements to persons entitled to redeem parcels in tax title.

28.2 Subject Properties

Property which may be the subject of tax title payment agreements pursuant to this section must:

- (a) Be a site or portion of a site from or at which there has been a release of oil or hazardous material;
- (b) Be owned by a person not otherwise eligible to utilize Article V, Section 20 of the General Ordinances related to Brownfields Tax Abatement Agreements;

Article V: Health and Safety

- (c) Be zoned for commercial or industrial use; and
- (d) Be the subject of a clean-up and remediation plan that at a minimum complies with M.G.L. c. 21E and the Massachusetts Contingency Plan, 310 CMR 40.0000 (the "MCP") and which allows for the continued use of the property for commercial or industrial uses. The compliance of said clean-up and remediation plan shall be ascertained by the City's Licensed Site Professional or equivalent paid for by the property owner, and shall be confirmed in writing by the mayor or his/her designee.

28.3 Payment Agreements

- 28.3.1 The Treasurer or Chief Financial Officer is hereby authorized to negotiate agreements for the reduction of interest that has accrued on the amount of the tax title account (hereinafter, "Payment Agreements") with owners of eligible properties, the terms of which Payment Agreements shall be subject to approval by the mayor for reductions not exceeding \$500,000. Reductions above this amount shall also be subject to approval of the council.
- 28.3.2 Payment Agreements may allow for the reduction of not more than thirty-five percent (35%) of the interest that has accrued on the tax title account.
- 28.3.3 Such Payment Agreements shall be for a maximum term of no more than three (3) years and require a minimum payment at the inception of the agreement of twenty-five percent (25%) of the total amount needed to redeem the parcel.
- 28.3.4 During the term of the Payment Agreement, the Treasurer or Chief Financial Officer may not bring an action to foreclose the tax title unless payments are not made in accordance with the schedule set out in the Payment Agreement or timely payments are not made on other amounts due to the City relative to the same parcel.
- 28.3.5 Payment Agreements shall include, but not be limited to:
 - (a) The amount of outstanding real estate taxes;
 - (b) The statutory interest to accrue;
 - (c) The description of quantifiable monthly payments;
 - (d) The inception date of monthly payments;
 - (e) The date of the final payment;
 - (f) Contractual late fees to be imposed;
 - (g) The amount and percentage of the reduction of interest (not to exceed 35%) that will occur provided that the recipient complies with all terms of the Payment Agreement;
 - (h) A statement that any reduction in the interest authorized by this subsection shall be contingent upon the recipient's fulfillment of all terms of the Payment Agreement, including making all payments required by such Payment Agreement in a timely manner;
 - (i) Such Payment Agreement shall further provide that all interest and penalties will become due in full should the recipient fail to comply with all terms of the Payment Agreement;
 - (j) A requirement that the property owner will provide the City with a copy of all reports submitted to the Massachusetts Department of Environmental Protection within seven (7) days of receipt;

Article V: Health and Safety

- (k) A requirement that the property owner will pay for the services of a Licensed Site Professional (“LSP”) or equivalent, retained by the City to assist the City in evaluating whether the clean-up and remediation plan for the property at a minimum complies with M.G.L. c. 21E and the Massachusetts Contingency Plan, 310 CMR 40.0000 (the “MCP”) and which allows for the continued use of the entire property for commercial or industrial uses. The amount of such payment shall be agreed upon between the City and the property owner; and
- (l) Any and all other contractual terms as arranged between the Treasurer or Chief Financial Officer and the property owner, and as approved by the mayor, and the council if necessary, as set forth in Section 28.3.1 herein.

28.4 All Payment Agreements shall be signed by the mayor and the property owner, whose signatures shall be notarized.

28.5 Copies of all Payment Agreements shall be provided to the mayor and the property owner.

Section 29. (Deleted: April 26, 2016 Town Meeting, Article 43)

Section 30. Registration and Maintenance of Foreclosed Properties

30.1 Purpose; Enforcement Authority

- (1) Unsecured and un-maintained foreclosed properties present a danger to the safety and health of the public, occupants, abutters, neighbors, and public safety officers. It is the purpose and intent of this Ordinance to protect and preserve public safety, health, welfare and security, and the quiet enjoyment of occupants, abutters and neighbors, and to minimize hazards to public safety personnel inspecting or entering such properties by:
 - a. requiring all residential, commercial, and industrial property owners, including lenders, trustees and service companies, to register and maintain foreclosed properties with the City of Framingham; and by
 - b. regulating the maintenance and security of foreclosed properties to help prevent blighted and unsecured properties.
- (2) The Building Commissioner of the City of Framingham is empowered to enforce this Ordinance.

30.2 Definitions

When used in this Ordinance, the following terms shall have the following meanings, unless a contrary intention clearly appears:

- (1) “Vacant” means a residential, commercial or industrial property which has not been actively used or occupied within the preceding sixty days. This definition does not include property that is unoccupied while undergoing renovations, or while undergoing repairs due to fire or other casualty, or to residential property that is temporarily vacant due to seasonal absences.
- (2) “City” means the City of Framingham
- (3) “Commissioner” means the Building Commissioner of the City of Framingham or his/her designee.
- (4) “Days” means consecutive calendar days.
- (5) “Foreclosed” means a residential, commercial or industrial property, placed as security for a real estate loan, as to which all rights of the mortgagor or his grantee in the property have been terminated as a result of a default of the loan.
- (6) “Foreclosing” means the process by which a property, placed as security for a real estate loan, is prepared for sale to satisfy the debt if the borrower defaults.
- (7) “Local” means within twenty miles of the property in question.

Article V: Health and Safety

(8) “Mortgagee” means the creditor, including but not limited to service companies, lenders in a mortgage agreement, or any successor in interest and/or assignee of the mortgagee’s rights, interests or obligations under the mortgage agreement.

(9) “Owner” means every person, entity, service company, property manager or real estate broker who alone or severally with others has legal or equitable title to any property or has care, charge or control of any property in any capacity, including but not limited to agent, executor, executrix, administrator, administratrix, trustee or guardian of the estate of the holder of legal title; or mortgagee in possession of any such property; or is an agent, trustee or other person appointed by the courts and vested with possession or control of any such property; or is an officer or trustee of the association of unit owners of a condominium. Each such person is bound to comply with the provisions of these minimum standards as if he/she were the owner. However, this Ordinance shall not apply to a condominium association created pursuant to M.G.L. c. 183A to the extent that such association forecloses on or initiates the foreclosure process for unpaid assessments due or owing to the association. “Owner” also means every person who operates a rooming house or is a trustee who holds, owns or controls mortgage loans for mortgage-backed securities transactions and has initiated the foreclosure process.

(10) “Property” means any residential, commercial or industrial property or portion thereof, located in the City of Framingham, including but not limited to buildings and structures situated on the property; excepted from this definition is any and all property owned by the City, the state, or the federal government.

(11) “Residential Property” means any property that contains one or more units used, intended, or designed to be occupied for living purposes.

30.3 Registration

- (1) All owners of foreclosed properties shall register such properties with the Commissioner on forms provided by the Commissioner within seven days of the date of foreclosure. If the owner is an out-of-state corporation, person, or other entity, the owner shall appoint an in-state agent authorized to accept service of process and other documents under this Ordinance.
 - a. Each registration must state the owner’s or agent’s name, telephone number and mailing address located within the Commonwealth of Massachusetts including name of owner, street number, street name, city or town, and zip code; the mailing address shall not be a post office box.
 - b. Each registration must also certify that the property has been inspected by the owner and must identify whether the property is vacant. Each registration must designate a property manager, who shall be a local individual or local property management company responsible for the maintenance and security of the property. This designation must state the individual or company’s name, direct telephone number, and local mailing address; the mailing addresses shall not be a post office box. The property manager shall be available twenty-four hours per day, every day, by telephone and/or electronic mail notification, and shall respond to all notifications from the Commissioner to secure, maintain, inspect or repair the property within 24 hours.
- (2) All property registrations pursuant to this section are valid for one calendar year from the date when the registration is received by the Commissioner. An annual registration fee of one hundred dollars (\$100.00) must accompany the registration form. Subsequent registrations and fees are due within thirty days after the date of the expiration of the previous registration. Subsequent registrations must certify whether the property remains in foreclosure.
- (3) Any owner that has registered a property under this section must report any change in information contained in the registration within ten days of the change.

Article V: Health and Safety

- (4) Once the property is sold, the owner shall provide the Commissioner with written proof of sale.

30.4 Maintenance and Security Requirements

- (1) Properties subject to this Ordinance must be maintained in accordance with the State Building Code, sanitary code, and City Ordinances. The owner or property manager must inspect and maintain the property on at least a monthly basis for as long as the property is vacant.
- (2) The owner shall maintain properties subject to this section, including but not limited to maintaining and keeping in good repair any building(s), structure(s), and improvements, the removal of trash and debris, and the regular mowing of lawns, pruning and/or trimming of trees and shrubbery, and upkeep of other landscape features.
- (3) The owner shall repair or replace broken windows or doors within thirty days of breakage. Boarding up doors and windows is prohibited except as a temporary measure for no longer than thirty days.
- (4) In accordance with state law, including but not limited to Massachusetts General Laws chapter 143 sections 6 through 10 and the State Building Code, property that is vacant must be safe and must be secured from exposure to the elements and so as not to be accessible to unauthorized persons.
- (5) Compliance with this section does not relieve the owner of any applicable obligations set forth in regulations, covenant conditions and restrictions, and/or homeowner’s association rules and regulations.

30.5 Inspections

Pursuant to the State Building Code, the Commissioner or his/her designee shall have the authority and the duty to inspect properties subject to this Ordinance for compliance with this Ordinance and to issue citations for any violations. The Commissioner or his/her designee shall have the discretion to determine when and how such inspections are to be made, provided such determination is reasonably calculated to ensure that this Ordinance is enforced.

30.6 Penalties

- (1) In addition to any other means of enforcement available to the Commissioner, the Commissioner may enforce this Ordinance by means of noncriminal enforcement pursuant to Massachusetts General Laws chapter 40 section 21D. The following penalties are established for purposes of said noncriminal disposition:
 - a. A failure to initially register with the Commissioner pursuant to section 30.3: three hundred dollars (\$300.00).
 - b. A failure to properly designate the name of the local individual or local property management company responsible for the maintenance and the security of the property pursuant to section 30.3: three hundred dollars (\$300.00) for each violation, and a like penalty for each day’s continuation of such violation.
 - c. A failure to maintain and/or to secure the property pursuant to section 30.4: three hundred dollars (\$300.00) for each week during which the property is not maintained and/or not secured in compliance with section 30.4.
- (2) The penalties provided in this section shall not be construed to restrict the City from pursuing other legal remedies available to the City. Violation of this Ordinance shall be subject to a fine not to exceed three hundred dollars for each violation; each day shall be considered a new violation.

30.7 Appeals

Any persons aggrieved by the requirements of this Ordinance or by a decision issued hereunder may seek relief in any court of competent jurisdiction as provided by the laws of the Commonwealth.

30.8 Applicability

Article V: Health and Safety

If any provisions of this Ordinance impose greater restrictions or obligations than those imposed by any general law, special law, regulation, rule, ordinance, order or policy, then the provisions of this Ordinance shall control.

30.9 Severability

If any provision of this Ordinance is held to be invalid by a court of competent jurisdiction, then such provisions shall be considered separately and apart from this Ordinance's remaining provisions, which shall remain in full force and effect.

Section 31. Municipal Liens Ordinance: Municipal Charges, Fees and Fines

This Ordinance is adopted pursuant to Chapter 19 of the Acts of 2013 for the purpose of protecting the public health, safety and welfare by providing a more effective means of enforcing the Ordinances to address properties that are a nuisance, blighted, or otherwise in violation of Ordinances in order to encourage the maintenance of properties within the town in a clean and safe condition.

31.1 Municipal Charges, Fees and Fines

The City of Framingham may impose a lien on property located within the City for any local charge, fee or fine that has not been paid by the due date, but only for those local charges, fees, and fines that are enumerated in this Ordinance. This lien shall be known as a municipal charges lien. For purposes of this Ordinance, local charge, fee or fine shall mean any charge, fee or fine imposed by the City under City ordinances, City regulations, statutes or state regulations and any charge, fee or fine imposed by a state court payable to the City as a result of any action initiated by City officials to enforce City ordinances, City regulations, statute or state regulations, but only for those local charges, fees, and fines that are enumerated in this Ordinance.

Municipal charges and fees shall include all costs and fees incurred by the City for remediation of a property that is in violation of any ordinance, regulation, or statute set forth in this Ordinance, including but not limited to:

- (a) Trash & Debris clean up charges (labor)
- (b) Trash & Debris clean up charges (dumpster)
- (c) Securing Structure (boarding up)
- (d) Demolition (labor, materials, and dumpster)
- (e) Power Washing
- (f) Painting Graffiti (labor & materials)
- (g) Overgrown Vegetation (cutting, clearing, & cleaning.
- (h) Recording Fees (Reg. of Deeds)
- (i) Towing Charges (from private property)
- (j) Pest Control & Exterminating Charges

31.2 Eligible charges, fees and fines

Municipal charges liens may be imposed under this Ordinance for unpaid charges, fees and fines only under the following City ordinances, City regulations, statutes or state regulations:

General Ordinances

Article V, Section 18, Framingham Wetlands Protection Ordinance

Article V, Section 22, Nuisance Ordinance

Article V, Section 24, Ordinance Concerning Lodging Houses

Article VI, Section 3, Unregistered Cars

Article V: Health and Safety

Article VI, Section 4, Rubbish and Refuse

Zoning Ordinances

State Statutes and Regulations

State Building Code 780 CMR

Fire Code 527 CMR

State Sanitary Code, 105 CMR 410 (Minimum Standards of Fitness for Human Habitation)

General Laws chapter 40, Section 41D (Non-criminal disposition)

General Laws chapter 111, Section 31C (Atmospheric pollution)

General Laws chapter 111, Sections 122-125 (Nuisances)

General Laws chapter 111, Section 127A (State Sanitary Code)

General Laws chapter 111, Section 127B (Dwellings Unfit For Human Habitation)

General Laws chapter 131, Section 40 (Wetlands Protection Ordinance)

General Laws chapter 139, Section 3 (Dilapidated Buildings)

General Laws chapter 143, Sections 6-9 (Dilapidated Buildings)

General Laws chapter 148A (Building and Fire Code)

31.3 Recording of Lien

A lien authorized under this act shall take effect upon recording of the unpaid municipal charge, fee or fine, by parcel of land and by the name of the property owner assessed for the fine in the southern district of the registry of deeds of Middlesex County.

31.4 Commitment of Charge, Fee or Fine

If a charge, fee or fine, which is secured by a municipal charges lien, remains unpaid when the assessors are preparing a real estate tax list and warrant to be committed under General Laws chapter 59, §53, then the board or officer in charge of the collection of the municipal charge, fee or fine shall certify such charge, fee or fine to the assessors, who shall add the charge, fee or fine to the tax on the property to which it relates and commit it with the warrant to the collector of taxes as part of the tax.

31.5 Exempt Properties

If the property to which such charge, fee or fine relates is tax exempt, the charge, fee or fine shall be committed as the tax.

31.6 Discharge of Lien

A lien under this section may be discharged by filing in the southern district of the registry of deeds of Middlesex County, a certificate from the tax collector that all municipal charges, fees or fines constituting the lien, together with any interest and costs thereon, have been paid or legally abated.

31.7 Costs

All costs of recording or discharging a lien under this act shall be borne by the owner of the property.

Section 32. Water & Sewer Pricing System Ordinance

32.1 Purpose

The City of Framingham, for the purposes of water conservation, water resource management, water resource planning and comprehensive financial management, hereby enacts this ordinance to provide a rate structure which includes the costs of the provision of water and sewer services to the residents and industrial and commercial users of Framingham receiving said services.

32.2 Costs

The definition of “costs” as used in this section shall include, but no be limited to, costs of pipe and related appurtenances, costs of facilities associated with the City’s water and sewer services, including without limitation pumping and storage facilities, replacement stock for water and sewer, costs relating to the replacement and repair thereof, including street work, maintenance of all facilities, equipment and related appurtenances necessary for the provision of water or the removal of wastewater services, all costs relating to MWRA charges to the City for both water and sewer, all costs relating to the metering of water, all related costs of police and fire protection, all administrative costs relating to the collection of said water and sewer financing expenses and related costs associated with capital improvements to said systems, all costs relating to the personnel of the departments, all costs for other City departments and resources assisting or supporting water and sewer activities, as well as any long-term planning costs for the continued provision of said services, and any costs of land acquisition relating to long-range planning and future water supply development or wastewater treatment facilities.

32.3 Adjustments to Rate Structure; Public Hearing

Adjustments or changes to the rate structure may be made from time to time based on the costs incurred or anticipated to be incurred by the City for the provision of water and sewer services. Any such adjustments or changes to the rate structure shall be consistent with applicable state law and regulations, and may be authorized by the mayor only after a public hearing, which shall be held by the mayor, Chief Financial Officer or Public Works Division Head.

Article VI

**Roads, Highways, Bridges, Rubbish Disposal,
Water and Sewer**

Article VI: Roads, Highways, Bridges, Rubbish Disposal, Water and Sewer

Section 1. City-Owned Bridges

All City-owned bridges shall be named in accordance with Article II, section 31.¹

Section 2. Parking Regulations

Except for the occupants of said dwelling house, no person shall park or cause to be parked any motor vehicle in front of any dwelling house. This prohibition shall be in effect only in those areas where notice of such prohibition or regulation is given by use of portable or permanent signs.

Section 3. Unregistered Cars

- 3.1** No person shall have more than one (1) unregistered car or truck ungaraged on his premises in a residential district at any one time unless authorized by the mayor. In no event will an unregistered unsightly car or truck be stored in the front yard.
- 3.2** Each person who violates any provision of this Ordinance, or any lawful order of the mayor to remove any vehicle covered by this Ordinance, shall be subject to a fine of not more than one hundred dollars (\$100) for each violation. Each day that any such violation continues shall constitute a separate violation.

Section 4. Rubbish and Refuse

- 4.1** No person shall place, cause to be placed, throw from a dwelling or vehicle, or allow to spill from any truck, upon a public street or sidewalk, or on any other public or private property, without the owners' permission, any litter, whether it be paper, dirt, stones, loam, debris, garbage, sweepings, rubbish, cans, broken glass, paint, filth cleanings, ashes, or other refuse, except in such place and manner as approved by the Director of Public Works for collection of solid waste or recyclables, or for street cleaning, street painting, or similar operations.
- 4.2** Whenever a person desires to locate a dumping place, for the depositing of material on property owned by him, other than that designated by the Board of Health as a public dump, such person shall obtain a permit from the Board of Health to maintain such a dump, and shall be responsible for the proper care and maintenance of such dump or place of deposit upon his property. If such place of deposit is more than one hundred and fifty feet removed from any building, he shall at least once in each month bury all papers, brush and combustible materials, and if such place of deposit is less than one hundred and fifty feet removed from any building, he shall bury such papers, brush and combustible materials at least once in each week.
- 4.3** No person shall, except as hereinafter provided, deposit upon any such dump, or upon streets or ways, or upon any property, public or private, any garbage, decayed meats, fish, fruit or vegetables or any substance which may decompose. If a place is desired for the deposit of such material, the person desiring to make such disposal shall submit to the Board of Health in writing the location where he desires to deposit such materials. Such location shall be remote from streets or dwellings, and the Board of Health shall, upon approval thereof, as suitable for such purpose, issue a permit for such disposition.
- 4.4** Any permit or license granted hereunder may be revoked by the Board of Health.
- 4.5** No person shall throw, dump or cause to be deposited in any stream, brook, lake or pond within the City any rubbish or other matter, which will obstruct the free flow of water in said stream, brook, lake or pond or its tributaries.
- 4.6** Whoever violates any portion of this Ordinance shall forfeit and pay for each offense a fine not exceeding two hundred dollars (\$200).
- 4.7** Whenever a charge levied by the Director of Public Works with respect to non compliance to the Division of Public Works trash regulations remains outstanding after forty five (45) days from the billing date, a penalty of 10% or five dollars (\$5) whichever is greater shall be charged. Such penalty shall be added to the bill for solid waste collection/disposal and then, if the bill remains unpaid the entire bill shall be added to the real estate tax bill as a solid waste collection/disposal lien.

Section 5. Landfill and Incinerators

¹ See Charter Article IX, Section 19

Article VI: Roads, Highways, Bridges, Rubbish Disposal, Water and Sewer

5.1 Purpose

This Ordinance is adopted for the purpose of protecting the health, safety and welfare of the inhabitants of the City by establishing regulations for the use of landfills and incinerators operated by the City. This Ordinance and the regulations hereby authorized to be made shall have for their purpose promoting the proper and efficient use of those facilities to avoid conditions hazardous to the health and safety of the inhabitants, prolonging the life of those facilities and recovering an equitable portion of the costs of providing incinerator facilities.

5.2 Use of Landfill and Incinerators to be Regulated

No person shall use and no vehicle shall be admitted to any landfill or incinerator operated by the City, except in compliance with this Ordinance and with rules and regulations made under the authority of this Ordinance and of any law.

5.3 Rules and Regulations

The council, with the assistance of the Director of Public Works, shall make reasonable rules and regulations for the operation of any landfill or incinerator now or hereafter operated or maintained by the City of Framingham. Such rules and regulations may, without limitation:

- (a) establish hours of operation for each landfill or incinerator;
- (b) prescribe the nature of the material which may be deposited at any landfill or any incinerator and prohibit depositing in either the landfill or incinerator of material which they do not deem suitable for dumping or incineration;
- (c) limit the places within the landfill where refuse of any nature may be deposited;
- (d) prescribe the methods and vehicles to be used in transporting refuse upon City ways;
- (e) require that receptacles used by refuse collectors conform to reasonable sanitary and safety standards and
- (f) establish the terms and conditions under which other municipalities may use the City incinerator.

5.4 Charges for Use

The council shall establish charges for the use of the City incinerator by other municipalities and by commercial and industrial users; said charges to be reasonably related to the operating and capital costs of the incinerator. In establishing such charges the council may classify users according to the volume of their use, the nature of the waste or refuse deposited in the incinerator and to criteria reasonably related to the cost of providing service to any of the users.

5.5 Restrictions on Use

No refuse originating outside of the City shall be accepted at the landfill, and none shall be accepted at the incinerator except for that collected and deposited by other municipalities under terms and conditions established by the council.

5.6 Uniformity of Rates

Nothing in this Ordinance shall require that charges be the same for all users; however, such charges shall be at rates uniformly applicable to all users of the same class.

5.7 Permit

The council shall require that all users of the landfill and incinerator obtain an annual permit for such use and may make charges for such permits sufficient to recover the cost of issuing such permits and of enforcing the use thereof.

Section 6. Water and Sewer Bill Penalty

6.1 (Deleted December 14, 1999)

Article VI: Roads, Highways, Bridges, Rubbish Disposal, Water and Sewer

- 6.2** The mayor or designees, in the capacity of the Water Commissioners are authorized to establish a system of penalties and fines to be imposed upon any resident who violates one or more provisions of a declared water emergency program; said fines and penalties to be enforced only when the authorized state agency has declared that a water emergency exists and that certain water uses are banned or restricted.

Section 7. Obstruction of Public Ways

- 7.1** No person except a duly authorized officer of the City shall without a permit from the Division of Public Works dig up any portion of a public way nor obstruct any public way for the purpose of erecting, repairing, altering, or removing any building. Every permit granted, as aforesaid, shall specify the length of time it shall continue in force, and a copy shall be given to the Director of Public Works. Every person receiving such permit shall execute a written agreement to indemnify and save harmless the City against all damages or cost by reason of any claim for damages on account of the existence of such obstruction or excavation, and the Traffic Commission may impose such conditions, terms and limitations as they shall see fit in respect to erecting barricades, maintaining lights and taking other precautions for the safety of travelers.
- 7.2** No person shall coast upon or across any sidewalk or street in City, except on certain streets which the Division of Public Works shall designate.
- 7.3** No person shall throw any stones, sticks or other missiles on or upon any street of the City, or play at ball or any games to obstruct the free passage on the street.
- 7.4** No person shall tie or fasten any horse or other animal or team of any kind to any lamp post or hydrant or any ornamental shade tree, shrub or vine, or to any fence or other thing, erected for the protection of such tree, shrub or vine, or so near a tree, shrub or vine that such animal can injure it.
- 7.5** No person shall drive any horse upon any sidewalk, nor allow any vehicle to stand upon or obstruct any sidewalk or cross walk, except when loading or unloading goods or crossing the walk necessarily.

Section 8. Public Way Access Permits

8.1 Purpose

It is the purpose of this Ordinance to provide for the review of Public Way Access Permit applications and to establish procedures for the predictable, timely, and uniform review of such applications so as to ensure public safety. These procedures apply to Public Way Access Permit applications for:

- (a) new access to a public way;
- (b) physical modifications to existing access to a public way;
- (c) use of new or existing access to serve the building or expansion of a facility or
- (d) use of a new or existing access that generates a substantial increase in or impact on traffic on a public way.

8.2 Definitions

In this Ordinance, the following terms shall have the meanings prescribed below:

1. "Modification" shall mean any alteration of the physical or traffic operational features of the access.
2. "Substantial" increase in or impact on traffic shall mean that generated by a facility or land use served by an access which meets or exceeds any of the following thresholds:
 - (i) Residential, including hotels, motels, lodging houses and dormitories: any increase to the existing certificate of occupancy of more than 25 persons;
 - (ii) Residential (including subdivisions): 50 vehicular trips per day as defined in the ITE Trip Generation Manual, 5th Ed. In the case of subdivisions of land the estimated trip generation for each lot in the subdivision shall be combined in determining whether or not the thresholds set forth in this paragraph have been met;
 - (iii) Nonresidential: 250 vehicular trips per day as defined in said manual;

Article VI: Roads, Highways, Bridges, Rubbish Disposal, Water and Sewer

- (iv) Nonresidential: 25 new parking spaces;
 - (v) Nonresidential: 5000 new square feet.
3. "Public way" shall mean all roadways other than state numbered highways as defined in M.G.L., Ch. 81, s. 21;

8.3 Submittal of Permit Application

The Director of Public Works or the Planning Board shall be responsible for the review of Public Way Access Permit application according to the following criteria:

8.3.1 Applicants whose proposed action would not otherwise require statutory notice of a public hearing by the Planning Board under the provisions of any applicable Zoning Ordinance, General Ordinance, or Rules and Regulations shall submit a request for a Public Way Access Permit to the Director of Public Works.

8.3.2 Applicants whose proposed action would otherwise require statutory notice of a public hearing by the Planning Board under the provisions of any applicable Zoning Ordinance, General Ordinance or applicable Rules and Regulations shall submit a request for a Public Way Access Permit to the Planning Board.

A permit applicant shall request issuance of a permit on a standard form supplied by the appropriate Board/Department. A permit application shall be deemed complete only after the following items have been submitted:

- a. standard application form;
- b. evidence of compliance with the Massachusetts Environmental Policy Act by the Executive Office of Environmental Affairs of the Commonwealth, if determined to be necessary;
- c. engineering plans acceptable to the Board/Department where required by the Board or Department. The Board/Department, by regulation, may adopt a schedule of reasonable fees to accompany said application.

8.4 Procedures of the Director of Public Works

8.4.1 Application for a Public Way Access Permit shall be made to the Director of Public Works. Where an application is deemed complete, including certification of notification to immediate abutters, the Director shall review said application with respect to safety or appropriateness of the proposed access and, except when the proposed access would result in generating a substantial increase in or impact on traffic as defined in Subsection B, shall render a decision within 30 working days by filing same with the City Clerk.

8.4.2 Where the Director denies said application, he/she shall state specific findings for the denial in the decision.

8.4.3 Any person who is aggrieved by the decision of the Director of Public Works may file an appeal with the City Clerk within 21 days of the date of decision. The Traffic Commission shall hold a public hearing on the appeal according to the procedure indicated in Section 8.8.

8.4.4 Where an application for a Public Way Access Permit is for an access that would result in generating a substantial increase in or impact on traffic as defined in Subsection 8.2, the Director shall review said application with respect to the safety or appropriateness of the proposed access and make a recommendation to the Traffic Commission within 30 working days. The Traffic Commission shall hold a public hearing according to the procedure indicated in Section 8.8.

8.5 Procedures of the Planning Board

8.5.1 The Planning Board shall advertise and hold a public hearing on an application for a Public Way Access Permit, where deemed complete, concurrent with any public hearing required for the proposed project in accordance with any applicable Zoning Ordinance, General Ordinance, or Rules

Article VI: Roads, Highways, Bridges, Rubbish Disposal, Water and Sewer

and Regulations. Review and comment regarding the safety or appropriateness of the proposed access may be made by any department or consultant submitting a report to the Planning Board.

8.5.2 Following the close of the public hearing, the Planning Board shall make a decision on the Public Way Access Permit application in accordance with the timetable for its decision of the proposed project under any other applicable Zoning Ordinance, General Ordinance, or Rules and Regulations and filing same with the City Clerk.

8.5.3 Where the Planning Board denies said application, it shall state specific findings for its denial in its decision.

8.6 Powers of the Director of Public Works, the Planning Board and the Traffic Commission.

8.6.1 The Director of Public Works or the Planning Board or the Traffic Commission, in accordance with the procedures described herein, may deny the issuance of a Public Way Access Permit due to the failure of the applicant to provide sufficient roadway improvements to facilitate safe and efficient roadway operations, or when the construction and/or use of the access applied for would create a condition that is unsafe or endangers the public safety and welfare.

8.6.2 The Director of Public Works or the Planning Board or the Traffic Commission, in accordance with the procedures described herein, may, in the alternative, impose conditions upon a Public Works Access Permit to facilitate safe and efficient traffic operations, to mitigate traffic impacts, and to avoid or minimize environmental damage during the construction period and throughout the term of the Permit. Such conditions may include, but not be limited to:

- (a) necessary limitations on turning movements;
- (b) restrictions on the number of access points to serve the parcel;
- (c) vehicle trip reduction techniques;
- (d) necessary and reasonable efforts to maintain existing levels of service;
- (e) design and construction of necessary public way improvements by the permittee;
- (f) reimbursement by the permittee of costs to City inspection of public way improvement work.

8.6.3 Variance. Where site or access conditions do not allow the proposed access to meet the permit or design standards normally applicable under this Ordinance, the Director of Public Works or the Planning Board or the Traffic Commission, in accordance with procedures described herein, may vary application of the design standards on a case by case basis, upon the finding that:

- (a) for either a private applicant or a government entity, there are no reasonable available alternatives which would allow access in compliance with these standards, in which cases the applicant must commit to provide measures to mitigate impacts to traffic and operational safety which the Director of Public Works or the Planning Board or the Traffic Commission determines are necessary, or
- (b) as an alternative procedure for a governmental entity only, the variance is necessary to accommodate an overriding municipal, regional, or state public interest, including the avoidance or minimization of environmental impacts.

8.7 Access Permit Provisions

8.7.1 Construction under the terms of a Public Way Access Permit shall be completed within two years of the date of issue, unless otherwise stated in the Permit. The Director of Public Works or Planning Board or the Traffic Commission may extend the Permit for an additional year, at the written request of the permittee, filed prior to the expiration of the original construction period.

8.7.2 If the Director of Public Works or Planning Board or the Traffic Commission determines that a Public Way Access Permit condition has not been complied with, the Director/Board/Commission

Article VI: Roads, Highways, Bridges, Rubbish Disposal, Water and Sewer

may suspend or revoke the Permit if, after notice to the permittee of the alleged noncompliance, seventy two (72) hours have elapsed without compliance.

8.7.3 The Director of Public Works or Planning Board or the Traffic Commission may require a performance bond to be posted by the permittee in an amount not to exceed the estimated cost of the work or \$50,000.00, whichever is lesser. The performance bond shall be posted prior to the issuance of the permit.

8.7.4 The Director of Public Works or Planning Board or the Traffic Commission may issue written orders, or regulations to carry out or enforce the provisions of this Ordinance.

8.8 Review by the Traffic Commission

The Traffic Commission shall hold a public hearing on (1) any appeal by an aggrieved party from a decision of the Director of Public Works within 30 working days of the date the appeal was filed with the City Clerk, and (2) any recommendation made by the Director of Public Works pertaining to a proposed access that would result in generating a substantial increase in or impact on traffic, within 30 working days of the date the recommendation was made. Notification of the public hearing shall be in accordance with the procedures and timetable set forth in Section V. L. of the Zoning Ordinance. The decision of the Traffic Commission shall be rendered within 21 working days of the close of the public hearing. A majority vote of the members of the Traffic Commission shall be required to render a decision. In rendering its decision, the Traffic Commission shall consider, in accordance with this Ordinance, the safety or appropriateness of the proposed access. The Traffic Commission may then decide to affirm, modify, or rescind the decision/recommendation of the Director of Public Works by filing same with the City Clerk.

Section 9. Betterments

The City is authorized to make public improvements and to assess betterments to those landowners and/or abutters who receive a particular benefit or advantage from such improvement.

Unless otherwise provided herein, the provisions of M.G.L., Ch. 80 shall apply to such betterments.

No multiple-member body or officer with jurisdiction over such improvement shall vote to assess a betterment unless it first determines that the improvement is necessary for the public convenience or welfare, or it has been presented in a petition for such improvement which petition has been signed by a majority of the landowners and/or abutters to be affected.

The cost of any public improvement voted under this Ordinance shall be borne entirely by the area, which receives a special benefit or advantage from the improvement.

Each parcel of land in such area shall bear a proportionate share of the cost of the improvement, shall pay its proportionate share in equal annual portions, not exceeding twenty, and shall pay interest equal to the rate of interest paid by the City on any bond or note issued for the improvement.

Section 10. Administration of the Scenic Road Act

10.1 Purpose

The purpose of this Ordinance is to protect the scenic quality and character of City roads designated as Scenic Roads by establishing rules and regulations governing local administration of the Scenic Road Act, M.G.L. Ch. 40, s. 15C. The local authority and jurisdiction of the Planning Board, herein, shall be consistent with the Scenic Road Act. The Scenic Road Act governs the cutting or removal of trees, or the tearing down or destruction of stone walls during the repair, maintenance, reconstruction, or paving of roads that have been designated as a scenic road by a city or town. The City has adopted these regulations with the following objectives:

- a. To maintain the natural beauty and scenic qualities along scenic roads in the City of Framingham.
- b. To enhance the rural character of scenic roads of the City and encourage compatibility with existing roadside features.
- c. To implement more fully the provisions of the Scenic Road Act, M.G.L. Ch. 40, s. 15C.

Article VI: Roads, Highways, Bridges, Rubbish Disposal, Water and Sewer

10.2 Statutory Provisions of the Scenic Road Act

“Upon recommendation or request of the Planning Board, Conservation Commission, or Historical Commission of any city or town, such city or town may designate any road in said city or town, other than a numbered route or state highway, as a scenic road.

After a road has been designated as a scenic road, any repair, maintenance, reconstruction, or paving work done with respect thereto shall not involve or include the cutting or removal of trees, or the tearing down or destruction of stone walls, or portions thereof, except with prior written consent of the Planning Board, or if there is not planning board, the Selectmen of the town, or the council of a city, after a public hearing duly advertised twice in a newspaper or general circulation in the area, as to time, date, place and purpose, the last must be held under the provisions of this section and under section three of Chapter eighty-seven prior to the cutting or removal of a tree, such hearings shall be consolidated into a single public hearing before the Tree Warden and the Planning Board, or if there is no planning board, the selectmen of a town, or the council of a city, and notice of such consolidated public hearing shall be given by the Tree Warden or his deputy as provided in said section three of Chapter eighty-seven.”

10.3 Procedure to Designate a Road as a Scenic Road

The mayor, Planning Board, the Traffic Commission, the Conservation Commission, the Historical Commission, the Historic District Commission or the citizens of the City of Framingham by petition pursuant to the procedures set forth in the Charter may propose “scenic road” status for any road in the City of Framingham, other than a numbered route or state highway.

The Planning Board shall hold a Public Hearing on the proposal or petition, notifying the mayor, the Traffic Commission, the Tree Warden, the Superintendent of Streets, the Conservation Commission, the Historical Commission and the Historic District Commission and shall advertise the hearing twice in a newspaper of general circulation; the first advertisement at least fourteen days prior to the date of the public hearing and the last publication to occur at least seven days prior to the date of such hearing. The Planning Board shall make a recommendation to the council on the merits of the proposed road as a scenic road.

A majority vote of the council is required for designation of a road as a scenic road. Such designation shall be effective as of the date of council action. Any work on any portion of the right-of-way of a scenic road, which was not physically commenced at the time the road was designated by the council as a scenic road, shall conform to these regulations.

10.4 Roads Subject to the Provisions of the Scenic Road Act

A list of Scenic Roads of the City of Framingham follows. Streets designated by the council or the former Town Meeting include the streets in their entirety unless designated otherwise. This list may be subject to revisions or additions from time to time via council action. Scenic Roads are regulated by M.G.L. Ch. 40, S. 15C and M.G.L. Ch. 87, S. 3.

10.4.1 Roads designated by Article 83 of the April 17, 1974 Annual Town Meeting are as follows:

Belknap Road (Pleasant St. to 300 ft. West of Grove St. and from about 850 ft. East of Grove St. to Edgell Rd.)

Bethany Road (Winthrop Street to Ashland Line)

Central Street (Edgell Road to Concord Street)

Dennison Ave. Edmands Road

Hemenway Rd Lake Road Grove Street

Mill Street Millwood Street Lakeview Road

Parker Road Prindiville Avenue Nixon Road

Salem End Road (Winter Street to Ashland Line)

Singletary Ln. Warren Road

Article VI: Roads, Highways, Bridges, Rubbish Disposal, Water and Sewer

Winter Street (Salem End Road to Fountain Street)

10.4.2 Roads designated by Article 15 of the November 12, 1974 Special Town Meeting are as follows:

Auburn Street	Auburn Street Ext.	Barber Road
Edgell Road	Fenwick Street	Kellogg Street
Main Street	Mansfield Street	Maple Street
Merchant Rd.	Parmenter Road	Pond Street
Prospect St.	State Street	Wayside Inn Road
Winch Street		

10.5 Definitions

In the absence of contrary meaning established through legislation or judicial action pursuant to MGL Chapter 40, Section 15C, these terms contained in that statute shall be construed as follows:

- 10.5.1 “Cutting or removal of trees” shall mean the removal of one or more trees, trimming of major branches or cutting of roots. “Cutting or removal of trees” shall not be construed to include clearing of nuisance growth, routine or emergency tree maintenance which removes only permanently diseased or damaged limbs, trunks or roots and dead whole trees or thinning out of overcrowded trees as determined by the Tree Warden. “Cutting or removal of trees” shall include such cutting, trimming or removal as a primary activity, as well as such cutting, trimming or removal done in contemplation of, or following, repair, maintenance, reconstruction or paving work for a road or driveway or sidewalk.
- 10.5.2 “Repair, maintenance, reconstruction, or paving work” shall mean any work done within the right of way by any person or agency, public or private. Construction of new driveways or alterations of existing ones is also included to the extent such work takes place within the right-of-way. Roadside clearing of trees to provide for vehicle clearance or for improvement to line-of-sight shall also be included in this definition.
- 10.5.3 “Road” shall mean the entire right of way including, but not limited to, a vehicular traveled way plus its necessary appurtenances within the right-of-way including bridge structures, drainage systems, retaining walls, traffic control devices, pedestrian facilities and the air space above them, but not intersecting streets or driveways. When the boundary of the right-of-way is an issue so that a dispute arises as to whether or not certain trees or stone walls or portions thereof are within or outside of the right-of-way, the trees and stone walls shall be presumed to be within the right or way until the contrary is shown.
- 10.5.4 “Stone walls” shall not be construed to include assemblages of stone involving less than one cubic foot of wall material per linear foot nor totaling less than five feet in length. All stone walls within the entire right-of-way of a scenic road or on the boundaries thereof shall be subject to these regulations. If for whatever reason, it is uncertain whether the stone wall is within such right-of-way of the scenic road, it shall be taken to be within the right-of-way and within the coverage of these rules and regulations until the contrary is shown.
- 10.5.5 “Tearing down or destruction of stone walls” shall include both temporary and permanent removal. Temporary removal of limited portions of stone walls, to be followed by replacement of the disturbed portion of the wall within a reasonable period of time, not to exceed 30 days, at the same location with the same materials and according to the original character, shall be subject to informal filing and review procedures, set forth under subsection 10.9.
- 10.5.6 “Trees” shall include any living tree (not bushes) whose trunk has a diameter of three inches or larger at one foot above the ground. All trees within the right-of-way of a scenic road or on the boundaries thereof shall be subject to these regulations. If for whatever reason, it is uncertain whether the tree is within the right-of-way of the scenic road, it shall be taken to be within the coverage of these rules and regulations until the contrary is shown.

Article VI: Roads, Highways, Bridges, Rubbish Disposal, Water and Sewer

10.6 Design Standards

10.6.1 Consistency with City Standards

Street and driveway construction standards shall be consistent with current standards for streets, driveways and curb cuts, as set forth in the Zoning Ordinance, the City Ordinance, and the Subdivision Rules and Regulations, all as amended.

10.6.2 Curb Cuts

Each lot fronting on a scenic road shall generally have one driveway curb cut. The traveled width of a driveway for a single home or a common driveway shall comply with the provisions of 527 CMR 1.00. The use of common driveways is strongly encouraged to preserve and to enhance the visual appearance and rural character of scenic roads in the City of Framingham. The use of a common driveway shall be permitted by right and shall not require a special permit pursuant to Section IV.E.4.a., of the Zoning Ordinance.

10.6.3 Stone Wall Removal Limitations

- a. The maximum amount of stone wall to be removed shall be the width of the pavement of the driveway or new road at the location of the stone wall plus three feet on either side.
- b. Unless otherwise waived, removed stone shall be used to repair other sections of the wall within the scenic road, in accordance with the Planning Board approval.
- c. No wall shall be cut without construction of an appropriate terminus.
- d. In no case shall stones be disposed of or used for purposes other than to repair the remaining stone wall within the scenic road without the prior consent of the Planning Board.
- e. Any construction of a terminus or repair of a stone wall shall match the method of the existing construction.

10.6.4 Tree Removal Limitations

- a. No tree with a trunk exceeding 8 inches in diameter, one foot above ground level, shall be cut for a driveway unless the curb cut cannot otherwise be safely located.
- b. No cluster of trees located within 6 feet of each other, with individual trunks exceeding 6 inches in diameter, one foot above ground level, shall be cut for a driveway unless the curb cut cannot otherwise be safely located.
- c. For each tree with a trunk exceeding 6 inches in diameter, one foot above ground level, that is removed, a tree in a species, size and location, with advice from the Tree Warden and suitable to the Planning Board, shall be planted.

10.6.5 Waivers

The Planning Board may waive the design standards, as set forth under this subsection 10.6 herein, if it finds that the waiver is consistent with the considerations and intent of subsection 10.8. The Planning Board shall consider public safety, sight lines, lot configuration, character of the stone wall and existing vegetation in its deliberation for the granting of a waiver.

10.7 Procedures

10.7.1 Filing

Any person or organization seeking consent of the Planning Board under MGL, Ch. 40, Section 15C, (the Scenic Road Act) regarding the cutting or removal of trees or the temporary (except as provided for under subsection 10.9 herein) or permanent tearing down or destruction of stone walls, or portions thereof, in connection with the repair, maintenance, reconstruction or paving work (as defined in Section 10.5) on scenic roads, shall submit a written request to the Planning Board together with the following:

Article VI: Roads, Highways, Bridges, Rubbish Disposal, Water and Sewer

- a. A plan showing the location and the nature of the proposed action and a description of the proposed changes to trees and stone walls (six copies). At a minimum, such plan shall be to scale (preferred scale is 1" = 40') and shall clearly show existing trees and those to be removed, noting the species and diameter (measured one foot above ground). The plan shall indicate the width, height, character and dimensions of any stone wall, as well as the proposed methods for the repair or reconstruction of any portion of the stone wall.
- b. A statement of the purpose(s) for the changes.
- c. A certified list of abutters to include the owners of all property within 500 feet of the proposed work on the scenic road whose property have frontage on the affected scenic road. The list is to be obtained from the Assessors office and should reflect their most current records.
- d. Photographs of the existing site showing the area to be affected by work and the surrounding area for a distance of at least 100 feet to either side on the scenic road in question. All photographs must be signed and dated by the applicant.
- e. Any further explanatory material useful to adequately inform the Planning Board prior to the public hearing, or as required by the Planning Board.
- f. Except in the case of City Divisions and/or Departments, the applicable filing fee shall be paid. The applicant shall also bear the cost of hearing notification.

Notice of submittal shall be filed with the City Clerk and a copy of the submittal transmitted to the Tree Warden and other applicable City Divisions and/or Departments, after the submittal is accepted by the Planning Board as a complete application and it is signed as such by the Planning Board or its staff.

10.7.2 Tree Warden

Planning Board hearings shall be held in conjunction with those held by the Tree Warden acting under MGL, Ch. 87. Consent to an action by the Planning Board shall not be construed as inferring consent by the Tree Warden or the reverse, nor shall execution of this chapter in any way lessen the Tree Warden's duties as allowed, under MGL, Ch. 87.

10.7.3 Notice

- a. The Planning Board shall, as required by statute, give notice of its public hearing by advertising twice in a newspaper or general circulation in the area, the last publication at least 7 days prior to the public hearing. This notice shall contain a statement as to the time, date, place and purpose of the hearing, with a description of the action proposed by the applicant. Copies of this notice shall be sent to the applicant, the mayor, district councilor, at-large councilors, the Traffic Commission, the Tree Warden, the City Engineer, the Department of Public Works, the Conservation Commission, the Historical Commission, the Historic District Commission and to the property owners on the certified list of abutters as set forth in subsection 10.7.1.c. Notice shall also be posted with the City Clerk, and at the Planning Board Office.
- b. The applicant shall post a Community Notice sign on the property in a conspicuous location at the street frontage at least 7 days prior to the Public Hearing. The sign shall indicate the date, time and location of the Scenic Road Public Hearing before the Planning Board, and the specific nature of the hearing. This sign shall be no less than 2 square feet in size, nor more than 3 square feet in size.
- c. In the event that the Planning Board holds a joint hearing with the Tree Warden, acting under MGL Ch. 87, the advertisement shall be made jointly by the Planning Board and the Tree Warden.

10.7.4 Timing

Article VI: Roads, Highways, Bridges, Rubbish Disposal, Water and Sewer

The Planning Board shall hold a public hearing within 45 days from the date on which the Planning Board's notice of submittal is received by the City Clerk, unless the applicant agrees, in writing, to an extension of time.

10.7.5 Decision

- a. In rendering its decision, the Planning Board shall consider the application based on compliance with the Scenic Road Act and the considerations set forth in Section 10.8.
- b. The Planning Board may require sufficient bond to be posted to cover the costs of required work within the road right-of-way and to protect existing vegetation and stone walls. Such bonding shall be specified in the Board's decision.
- c. The decision of the Planning Board shall be filed with the City Clerk within thirty days of the close of the public hearing, unless the applicant agrees, in writing, to an extension of time; copies of which shall be sent to the applicant, the mayor, district councilor, at-large councilors, the Traffic Commission, the Tree Warden, the Building Commissioner, the City Engineer, the Division of Public Works, the Conservation Commission, the Historical Commission, the Historic District Commission and those persons who have requested a copy of the decision.
- d. An applicant shall have two years to undertake implementation of a decision of the Planning Board under these regulations, after which time such decision shall be void.

10.8 Considerations

The Planning Board shall consider the following items in rendering a decision with regard to a scenic road application:

- a. Preservation of historic features;
- b. Protection of natural resources and environmental features;
- c. Preservation of scenic and aesthetic characteristics;
- d. Public safety;
- e. Compatibility with surrounding neighborhood;
- f. Compensatory actions proposed, such as replacement of trees and replacement or repair of walls.

10.9 Informal Filing and Review Procedures

- 10.9.1** Temporary removal of limited portions of a stone wall, to be followed by replacement of the disturbed portion within a reasonable period of time, not to exceed 30 days, at the same location with the same materials and according to the original character, shall be subject to these informal filing and review procedures. Other temporary removal shall not be entitled to these informal filing and review procedures.
- 10.9.2** The applicant shall submit a cover letter, sketch plan of the work to be done, photographs of the area for a distance of 50 feet on either side of the work site and a statement of the purpose for the temporary removal. Such purposes may include temporary removal for the purposes of utility connections or gaining temporary access, among others.
- 10.9.3** Based upon the information submitted, the Planning Board shall determine if the proposed work is of a limited and temporary nature and may vote to approve the work to be completed without further public process. The Planning Board may require sufficient bond to be posted to ensure restoration of the stone walls.
- 10.9.4** Following completion of the work and replacement of the stone wall in accordance with the Planning Board approval, the applicant shall submit a cover letter to the Planning Board confirming completion together with dated photographs of the restored wall.

Article VI: Roads, Highways, Bridges, Rubbish Disposal, Water and Sewer

10.9.5 Violations of an approval under this subsection shall be subject to enforcement under subsection 10.10.

10.10 Enforcement

10.10.1 Filing and Restoration Requirement

Cutting or removal of trees, or the tearing down or destruction of stone walls, or portions thereof, within the layout of a designated scenic road, without prior approval from the Planning Board and in violation of this Ordinance will necessitate an immediate filing with the Planning Board, as detailed above, and the area affected shall be subject to restoration of the features, as specified by the Planning Board. This restoration shall consist of replacing/repairing the stone wall as necessary and replacing the trees cut on a square-inch per square-inch basis at locations specified by the Planning Board. A square-inch per square-inch replacement means that the combined area of the replacement trees measured 1 foot above ground level must equal the total area of the original tree trunk as measure 1 foot above ground level.

10.10.2 Compliance

Failure to comply with the duly issued decision of the Planning Board shall be subject to restoration as detailed above and other remedial measures the Planning Board deems necessary, including, but not limited to, the enforcement of the bonding and restoration as detailed above.

10.10.3 Penalty

Cutting or removal of trees or the tearing down or destruction of stone walls within the layout of scenic road in violation of this Section may be subject to a fine of not more than three hundred dollars (\$300), as set forth under the Scenic Road Act, MGL Ch. 40, Sec. 15C. Each day that a violation continues shall constitute a separate offense, until a filing in accordance with subsection 10.10.1 has been made, with continued progression toward a good faith effort for restoration.

10.10.4 Enforcement Authority

The Planning Board, the Building Commissioner and the Tree Warden shall have the authority to enforce the provisions of this section, as applicable.

Article VII

Signs and Historic Districts

Article VII: Signs and Districts

Section 1. Sign Ordinance

TABLE OF CONTENTS

1.1	Purpose and Intent	VII-3
1.2	Authority and Interpretation	VII-3
1.3	Applicability	VII-3
1.4	Definitions	VII-4
1.5	Signs Not Requiring A Permit	VII-7
1.6	Prohibited Signs	VII-7
1.7	Historic Districts and Historic Signs	VII-9
1.8	General Regulations for All Signs	VII-9
1.8.1	Color	VII-9
1.8.2	Illumination	VII-9
1.8.3	Maintenance	VII-10
1.8.4	Obsolete Signs	VII-10
1.8.5	Safety	VII-10
1.8.6	Structural Integrity	VII-11
1.8.7	Temporary Signs	VII-11
1.9	Regulations for Specific Signs	VII-11
1.9.1	Banner Signs	VII-11
1.9.2	Bracket/Projecting Signs	VII-11
1.9.3	Canopy/Marquee/Portico	VII-12
1.9.4	Central Business District Signs	VII-12
1.9.5	Construction Signs	VII-12
1.9.6	Institutional/Civic Signs	VII-12
1.9.7	Management Signs	VII-12
1.9.8	Parking Lot, Entrance/Exit, Traffic/Directional Signs	VII-13
1.9.9	Real Estate Signs	VII-13
1.9.10	Residential Signs	VII-13
1.9.11	Shopper's World Signs	VII-14
1.9.12	Street Banners	VII-14
1.9.13	Time/Temperature Signs	VII-14
1.9.14	Window Signs	VII-14
1.9.15	Vertical Pole Flags	VII-14
1.10	Dimensional Regulations	VII-14
1.10.1	Districts, Adjacent and Related Businesses, and Other Licenses and Permits	VII-14
1.10.1.1	Districts	VII-14
1.10.1.2	Adjacent and Related Businesses	VII-15
1.10.1.3	Other Licenses and Permits	VII-15
1.10.2	Wall Signs	VII-15
1.10.2.1	Number of Wall Signs	VII-15
1.10.2.2	Wall Signs for Single Businesses with Additional Entrances	VII-16
1.10.2.3	Wall Signs for Businesses on the Second Floor and Above	VII-16
1.10.2.4	Projection of Wall Signs	VII-16
1.10.2.5	Individual Letter Size	VII-16
1.10.2.6	Area of Wall Signs	VII-17
1.10.2.7	Awning Signs	VII-17
1.10.3	Freestanding Signs	VII-18
1.10.3.1	General Regulations for Freestanding Signs	VII-18
1.10.3.2	Freestanding Signs for Single Business	VII-21
1.10.3.3	Multiple Business Signs	VII-23
1.10.3.4	Gasoline Stations	VII-25
1.11	Application/Permit Procedure	VII-27
1.11.1	General Provisions	VII-27
1.11.2	Application Submittal Requirements	VII-28
1.11.3	Fees	VII-28
1.11.4	Expired Permits	VII-28

Article VII: Signs and Districts

1.12.	Appeal and Variance Processes	VII-28
1.12.1	Appeals	VII-28
1.12.2	Variances	VII-28
1.12.3	Procedure	VII-29
1.12.4	Notification	VII-29
1.12.5	Hearings	VII-30
1.12.6	Decisions	VII-30
1.13.	Enforcement	VII-31
1.14.	Modification	VII-31
1.14.1	The Modification Process	VII-31
1.14.2	Signs Not Eligible for a Modification Permit	VII-32
1.14.3	Modification for Existing Wall Signs	VII-32
1.14.4	Modification for Existing Freestanding Signs	VII-33

TABLES/CHARTS

Chart 1:	Wall Sign Maximum Letter Size	VII-17
Chart 2:	Dimensions for a Freestanding Sign for a Single Business	VII-22
Chart 3:	Dimensions for a Freestanding Monument Sign for a Single Business	VII-23
Chart 4:	Dimensions for a Freestanding Sign for Multiple Businesses	VII-24
Chart 5:	Dimensions for a Monument Sign for Multiple Businesses	VII-25
Chart 6:	Dimensions for a Freestanding Gasoline Station Sign Including Price Pod	VII-26
Chart 7:	Dimensions for a Gasoline Station Monument Sign Including Price Pod	VII-26
Chart 8:	Dimensions for Office/Technology Park Freestanding Signs	VII-27

Article VII: Signs and Districts

1.1. PURPOSE AND INTENT

This Ordinance regulating signs is enacted in order to protect the public health, safety, and welfare; to reduce traffic hazards; to promote and preserve the aesthetic nature of the City; to identify businesses, and to protect property values and promote economic development. This Ordinance will also assist those installing signs within the City of Framingham by setting forth the process governing the application, installation, and maintenance of such signs.

1.2. AUTHORITY AND INTERPRETATION

This Ordinance is hereby declared to be remedial and protective, and is to be so construed so as to secure the beneficial interests and purposes thereof. This Ordinance is adopted pursuant to the general powers granted to the cities and towns by Article 89 of the Amendments to the Massachusetts Constitution, and the specific powers granted by Massachusetts General Laws, Chapter 93.

1.3. APPLICABILITY

1.3.1 All exterior signs and interior window signs require a permit and are subject to the regulations of this Ordinance. *See Section 1.5 for EXCEPTIONS.*

1.3.2 The following signs, structures or conditions must comply with the provisions of this Ordinance the earlier of September 1, 2008 or upon notification from the Building Commissioner:

- a. Changes in a channel letter or panel wall sign or movement of an existing wall sign to a different location on the building;
- b. Changes to a single business freestanding sign or movement of an existing freestanding sign to a different location on the site;
- c. Signs in excess of the number allowed in the Ordinance;
- d. Signs without a Permit;
- e. Obsolete signs;
- f. Off-premise signs;
- g. Roof signs;
- h. Signs attached to a sloped surface with the exception of awning signs as allowed in this Ordinance;
- i. Billboard signs;
- j. Changeable copy signs that are not allowed under this Ordinance;
- k. Bracket/projecting signs on the second floor or above;
- l. Backlit or internally illuminated awning signs;
- m. The street number sign regulations.

1.4. DEFINITIONS

TERMS DEFINED: For the purpose of this Ordinance, the following terms shall have the meanings given below and in Section 1.5 unless a contrary intention clearly appears.

TERMS NOT DEFINED: Terms not defined in this section or elsewhere in this Ordinance but defined in the Massachusetts State Building Code or in the Massachusetts General Laws shall have the meanings given therein. All other words and phrases shall be given their common, ordinary meaning.

1.4.1 Altered Sign: A sign that is changed in any way, including changes in structure, size, location, design or lettering, but excluding routine maintenance by the owner of the sign.

1.4.2 Applicant: The owner of the sign and the owner of the property upon which it is located or a duly authorized agent, representative, assign or attorney.

1.4.3 Application: The form provided by the Building Commissioner used to apply for a sign permit.

1.4.4 Awning Sign: An awning sign is a wall sign in the form of an awning consisting of a structural skeleton with a skin made of a flexible or rigid material that is constructed to project horizontally or at an angle from the vertical face of the structure or building.

1.4.5 Banner Sign: A temporary sign made of fabric or of any flexible material having no enclosing framework.

Article VII: Signs and Districts

- 1.4.6 **Base:** A solid support or decorative element located at ground level and attached to the poles or support structure of a freestanding sign.
- 1.4.7 **Billboard:** Any off-premise, freestanding, wall or roof sign owned by a person, corporation or other entity engaged in the business of selling advertising space on that sign.
- 1.4.8 **Bracket/Projecting Sign:** A sign that is permanently affixed to the exterior surface of a building with the display area of the sign positioned perpendicular to the wall on which the sign is mounted.
- 1.4.9 **Business Center:** One building with two (2) or more businesses.
- 1.4.10 **Business Complex:** Two or more buildings, attached or unattached, having four (4) or more businesses with a combined gross floor area of 30,000 square feet or greater, on one or more adjacent lots under the same ownership.
- 1.4.11 **Canopy/Marquee/Portico:** A permanent roof-like structure which may be attached or unattached to the façade of the building.
- 1.4.12 **Changeable Copy Sign:** A sign designed so that the characters or letters can be changed or rearranged manually, mechanically or electronically.
- 1.4.13 **Channel Letters:** Sign letters that are either individually attached to the building surface or are attached by means of a raceway.
- 1.4.14 **Compliant Sign:** A sign that meets all regulations of this Ordinance.
- 1.4.15 **Construction Sign:** A sign identifying a construction project, owner or developer, architect, engineer, contractor and sub-contractors, or funding sources, but not including the announcement of the sale or lease of real estate.
- 1.4.16 **Facade:** An exterior building wall. (parapets are considered part of a façade)
- 1.4.17 **Flag:** A piece of material of any shape, color or design, used as a symbol, standard, signal or emblem.
- 1.4.18 **Freestanding Sign:** A sign anchored in the ground independent from any building or other structure.
- 1.4.19 **Freestanding Sign - Setback:** The distance between the outer most edge of the sign and the front curb line or edge of pavement of the street.
- 1.4.20 **Frontage:** The length from corner to corner of the occupied outermost building wall that either faces the public way or is intended for placement of the wall sign. In buildings with multiple businesses, frontage is the length from corner to corner of the outermost building or tenant separating wall associated with that individual business.
- 1.4.21 **Grade:** The average ground elevation as measured within (1) one foot of the base of the sign or where the sign poles enter the ground.
- 1.4.22 **Historic Building:** A building located in a local Historic District.
- 1.4.23 **Interior Wayfinding Signs:** Signs in an office/technology park that indicate the names of or directions to buildings or departments in an office/technology park.
- 1.4.24 **Institutional/Civic Sign:** A sign whose primary purpose is identifying the premises of a non-profit, public, governmental, educational, religious, charitable or similar civic facility.
- 1.4.25 **Lot:** A parcel of land, with definite boundaries ascertainable by recorded deed or recorded plan and used or set aside and available for use as the site of one or more buildings or for any other definite purpose, in one or joint ownership and not divided by a street or public way.
- 1.4.26 **Modification:** The process by which owners with Permits for existing non-compliant signs, or existing non-compliant signs approved by variance, may remain, be altered, or be reconstructed.
- 1.4.27 **Monument Sign:** A sign in which the entire structure is a single continuous surface from the top edge of the sign to the ground.
- 1.4.28 **Multiple Business Sign (MBS):** A freestanding sign identifying two (2) or more individual businesses on separate sign panels within the same business center or business complex.
- 1.4.29 **Multiple Corporate Signs:** Signs indicating the names of more than one business in an office/technology park.
- 1.4.30 **Non-Compliant Sign:** A sign that does not meet the regulations of this Ordinance.
- 1.4.31 **Obsolete Sign:** A sign that identifies a business, product or service that is no longer available on the premises where the sign is displayed.
- 1.4.32 **Off Premise Sign:** A sign placed other than on the lot on which the business is located.

Article VII: Signs and Districts

- 1.4.33 Office/Technology Park:** A complex having two (2) or more internal streets each at least 1,000 feet in length and 5 or more buildings with a combined gross floor area of 1,000,000 S.F. or more and used primarily for office or research and development purposes.
- 1.4.34 Office/Technology Park Entrance Signs:** Signs indicating only the name of an office /technology park.
- 1.4.35 Parking Lot/Directional Sign:** A sign, generally informational, that has a purpose secondary to the use of the lot on which it is located, such as "No Parking", "Entrance", "Exit", "Loading Zone", "Handicapped" and/or other similar directives.
- 1.4.36 Pennant:** A lightweight plastic, fabric, or other material, of any shape, color or design, whether or not containing a message, and designed to move in the wind.
- 1.4.37 Pole:** A support structure of any material for a freestanding sign.
- 1.4.38 Political Sign:** A sign pertaining to a candidate for a political office, for a ballot question associated with an election or for any political issue.
- 1.4.39 Public Utility Sign:** An official sign of a non-commercial nature erected by a public utility.
- 1.4.40 Real Estate Sign:** A temporary sign that identifies a single residential unit or commercial property for sale or lease.
- 1.4.41 Real Estate Development Sign:** A temporary wall or freestanding sign that identifies the sale or lease of land or buildings for an entire residential subdivision or commercial project.
- 1.4.42 Residential Sign:** A sign customarily associated with residential use such as circa signs, signs identifying names of residents, signs on mailboxes or newspaper tubes, signs posted on private property relating to private parking or warning the public against trespassing or danger from animals, or allowed home office or home occupation signs.
- 1.4.43 Roof Sign:** A sign erected on or attached to a roof or extending above the top edge of the wall or the parapet to which it is attached.
- 1.4.44 Shopping Mall:** A business center or complex containing more than 20 individual retail businesses regardless of whether those businesses have main entrances directly to the exterior of the building or into an interior central pedestrian corridor.
- 1.4.45 Sign:** Any letter, number, word, address, symbol, drawing, picture, design, device, article or object, regardless of the material and manner of composition or construction, that has the primary purpose of identifying or indicating any premises, products, businesses, uses or activities.
- 1.4.46 Single Corporate Sign:** A sign in an office/technology park indicating a building with a single business.
- 1.4.47 Sign Face Area:** The single smallest continuous rectangle that encompasses all lettering, logos, representations, emblems, channel letters, symbols or other displays, including any material or color forming an integral part of the background of the sign or used to differentiate the sign from the background or structure against which it is placed.
- 1.4.48 Street Banner:** A banner that crosses and overhangs a public way.
- 1.4.49 Subdivision Sign:** A permanent sign located near the entrance to a residential development that identifies the name of the subdivision.
- 1.4.50 Temporary Sign:** An allowed sign displayed for 30-days or less.
- 1.4.51 Time/Temperature Sign:** A sign on which the only copy that changes is an electronic or mechanical indication of time and/or temperature.
- 1.4.52 Vertical Pole Flags:** A flag hung vertically on any pole.
- 1.4.53 Variance:** Relief from the regulations of the Ordinance granted by the Zoning Board of Appeals.
- 1.4.54 Wall Sign:** A sign affixed to the facade of a building, including but not limited to awning signs, bracket/projecting signs, canopy/marquee/portico signs and channel letters.
- 1.4.55 Wall Sign - Setback:** The distance between the wall on which the sign is to be placed and the front curb line or edge of the pavement of the street.
- 1.4.56 Window Sign:** A sign placed on or within four (4) feet of any glass area.
- 1.4.57 Zoning Board of Appeals:** For the purposes of this Sign Ordinance, the appellate authority for hearing appeal and variance applications under Section 1.12 shall consist of the three associate members of the Zoning Board of Appeals appointed by the mayor. All three associate members shall be required to constitute a quorum for hearing applications under Section 1.12. In the absence of a quorum, the

Article VII: Signs and Districts

Chairperson of the Zoning Board of Appeals shall designate another member(s) of the Zoning Board of Appeals to hear and act on sign applications in place of the associate member(s).

1.5. SIGNS NOT REQUIRING A PERMIT

- 1.5.1 The Flag of any governmental organization or non-profit charitable organization. One flag may be displayed per organization.
- 1.5.2 The Flag of a single corporation occupying 50,000 square feet or more of non-retail space when not displayed in connection with a commercial promotion or as an advertising device. Only one flag may be displayed per corporation.
- 1.5.3 The American Flag
- 1.5.4 Political Signs
- 1.5.5 Roadwork Signs
- 1.5.6 Real Estate Signs less than six (6) square feet.
- 1.5.7 Residential Signs

1.6. PROHIBITED SIGNS

- 1.6.1 All off-premise signs whether with or without the property owner's or tenant's consent or a contractual agreement.

EXCEPTION: Non-profit civic, educational, or religious use off-premise directional signs up to 2 s.f. in size that are located in the public way may be allowed after approval by the Building Commissioner on behalf of the mayor.

EXCEPTION: Management Signs.

- 1.6.2 (Deleted April 16, 2019: council Order 2018-026-001)
- 1.6.3 Balloons, inflatable devices, or flags used for advertising or commercial purposes.
- 1.6.4 Banners on freestanding signs.
- 1.6.5 Billboards.
- 1.6.6 Bracket signs for business located above the first floor.
- 1.6.7 Changeable Copy Signs: Prohibited with the following EXCEPTIONS:
 - a. When used on an Institutional/Civic Sign;
 - b. When used on a gasoline price pod;
 - c. When used in conjunction with a movie theater;
 - d. When used for a drive-thru car wash or a fast food restaurant. *See Section 10.3.1.(g).(8);*
 - e. When used by restaurants. *See Section.1.10.3.1.(g).(9);*
- 1.6.8 Circulars, placards or flyers placed on vehicles or on the exterior of any building.
- 1.6.9 Flashing/rotating, animated, moving or changing signs, including parked mobile changing signs and billboards. See Regulations Section 1.9.12. for one EXCEPTION.
- 1.6.10 Pennants.
- 1.6.11 Portable signs: A sign not permanently attached to the ground or other permanent structure, including, but not limited to:
 - a. signs designed to be transported by means of wheels;
 - b. A or T frame signs, menu and sandwich board signs greater than 24"x36" (it being understood that A or T frame signs; menu and sandwich board signs up to 24"x36" are allowed under this Ordinance);
 - c. Signs attached to or painted on vehicles and/or trailers that are parked and visible from a public way (or a private way used as a public way) with the intent of drawing attention to the business unless said vehicle is registered and used in the normal day to day operation of the business.EXCEPTIONS:

Article VII: Signs and Districts

1. The use of washable markers on windshields of vehicles for sale or lease in new and used car lots.
2. Signs for institutional/civic uses, limited to 14-days, and constructed in accordance with standards provided by the Building Department.

1.6.12 Roof signs.

1.6.13 Signs and/or flags placed on property without permission of the property owner/agent.

1.6.14 Signs mounted perpendicular to a building wall.
See REGULATIONS Section 1.9.2. for one EXCEPTION.

1.6.15 Signs painted directly on a building surface.

1.6.16 Signs painted on or attached to utility poles, rocks, boulders, trees, fences, utility boxes, benches, dumpsters (other than identifying the dumpster service), trash barrels, water towers, storage tanks, chimneys, radio towers, roof towers and sidewalks.

1.6.17 Signs placed on or attached to any sloped surface with the exception of an awning sign.

1.6.18 Street banners for a commercial business.

1.6.19 Wall or freestanding signs for individual businesses that do not have building frontage and a separate exterior public entrance into the business, and are not completely separated by interior walls with no access from any adjacent business are prohibited unless a Variance is granted.

1.6.20 Wind driven, whirling or spinning signs.

1.7. HISTORIC DISTRICTS AND HISTORIC SIGNS

1.7.1 Each application for a sign permit within a designated Historic District must be accompanied by a Certificate of Appropriateness from the Historic District Commission.

1.7.2 A variance from compliance with this Ordinance may be granted to signs not located in historic districts but that are designated as historic in accordance with the following provisions:

- a. Applicants seeking a variance for a sign believed to be historic shall apply to the Building Commissioner who shall forward the application to the Historical Commission. The Historical Commission shall consider the application at its next regularly scheduled meeting and shall render a decision within 60 days of receipt of the application unless the applicant grants an extension of time for making the decision. Approval by the Historical Commission shall be provided in writing to the Building Commissioner and shall accompany the Sign Permit application. In determining whether a sign is deemed to be historic, the Historical Commission shall make all of the following findings:

- (1) The sign is 50 years old or older.
- (2) The sign demonstrates character, interest of value as a part of the local, regional state or national history, heritage, economy or culture.
- (3) The total number of signs allowed shall be in accordance with Section 1.10.2.1 and may not be waived regardless of historical status.

1.8. GENERAL REGULATIONS

1.8.1 COLOR

Article VII: Signs and Districts

There are no restrictions on color(s).

EXCEPTIONS: See Sections 1.9.4.c and 1.9.10.b

NOTE: Black and white are considered colors.

1.8.2 ILLUMINATION

- a. External and internal illumination is permitted in all districts. An internally illuminated sign may not also be externally illuminated. *See Section 1.9.10.b for one EXCEPTION.*
- b. The light from any sign shall be at a sufficiently low level of intensity that it shall not adversely affect neighboring premises, reflect or shine on or into residential lots, nor impair the safe vision of operators of vehicles moving on public roadways.
- c. Building surfaces that are decorated with illuminated gaseous tube (neon) or other lights with a message or trademark included are considered signs. Area calculations for wall signs shall apply.
- d. Light bulbs shall be enclosed in a housing, can, sleeve or other container.
- e. Times of sign illumination shall be for a period not to exceed one hour before/after the business is opened/closed to the public in all zoning districts, except HC/RC and CBD where illumination is allowed for 24 hours. Programmable timers are required in all districts except HC/RC and CBD.
- f. Timers on Multiple Business Signs (MBS) and all wall signs shall be set to coincide with the business last to close and first to open, except as provided in *Section 1.8.2.e.*
- g. The only lighting permitted to be a part of a sign or sign structure is internal illumination of the sign face area or attached external illumination designed to primarily illuminate the sign face area. Neon or other additional lighting on the sign or sign structure is prohibited. Non-attached ground lighting is permitted for externally illuminated signs.

1.8.3 MAINTENANCE

- a. Signs and all components thereof shall be maintained in good surface and structural condition, free of rust, corrosion and peeling paint, in compliance with all building and electrical codes in effect at the time the sign is permitted and in compliance with this Bylaw.
- b. Electrical meters and utility equipment shall be screened from view.
- c. Structural damage, defective parts, missing letters, corrosion, rust or deterioration shall be remedied or the sign removed in accordance with the regulations and penalties as described in *Section 1.13* of this Bylaw.

1.8.4 OBSOLETE SIGNS

- a. Compliant Signs

An obsolete compliant sign shall be removed or the sign portion covered with a plain opaque cover by the owner of the sign or the owner of the premises within 30-days of the closing of the business.

Article VII: Signs and Districts

b. Non-Compliant Signs

An obsolete non-compliant sign, including its structure and support, shall be removed by the owner of the sign or the owner of the premises within 30-days of the closing of the business. Blank sign panels and signs boxes are included in this provision.

EXCEPTION: An obsolete non-compliant sign and its structure and support may remain, if the owner of the sign applies for a new sign permit within 30-days of the closing of the business, and provided that the sign will comply within 60-days of receiving the permit.

1.8.5 SAFETY

No sign, including a window sign, shall by reason of location, shape, size, lighting or color, interfere with traffic, or be confused with, or obstruct the view or the effectiveness of any official traffic sign, traffic signal, or traffic marking.

1.8.6 STRUCTURAL INTEGRITY

- a. All signs shall be designed and constructed in conformance with the provisions for materials, loads, and stresses of both the Massachusetts State Building Code and the Electrical Code in effect at the time the sign is permitted.
- b. All sign poles, supports, caps and bases shall be constructed of or encased in a solid material that does not rust.

1.8.7 TEMPORARY SIGNS

A temporary sign identifying a business may be installed after a complete application for a permanent sign has been approved. Where there is an existing structure for a freestanding or wall sign, the temporary sign shall be designed to closely fit the existing sign or frame. The temporary sign shall be replaced with the permanent sign within 60-days of receiving the final permit. Businesses utilizing a temporary sign may not concurrently display a separate banner sign.

1.9. SPECIFIC SIGN REGULATIONS

1.9.1 BANNER SIGNS

- a. A banner shall not exceed 30 square feet and may be attached only to building surfaces.
- b. A business or institutional/civic organization may display only one banner at any time. Banners may be used twice for up to 30-days in a twelve month period, each use separated by at least 30-days. The banner shall display a permit sticker issued by the Building Department. **BANNERS ARE PROHIBITED ON FREESTANDING SIGNS.**

1.9.2 BRACKET/PROJECTING SIGNS

A business may elect to use a bracket/projecting sign instead of a wall sign. Only one such sign may be erected for each business, subject to the following conditions:

Article VII: Signs and Districts

- a. The area of the sign shall not exceed 8 square feet in the Central Business District and 12 square feet in all other districts.
- b. A sign having two faces having the identical sign copy on both sides may have the maximum allowed area on each side.
- c. The depth of the sign shall not exceed six (6) inches.
- d. The sign shall not project more than six (6) feet from the building.
- e. There shall be at least 50 feet between adjacent bracket/projecting signs.
- f. The sign shall be hung at a 90 degree angle from the face of the building to which it is attached.
- g. The sign shall be pinned at least six (6) inches from the face of the building to which it is attached.
- h. The bottom of the sign shall have a minimum clearance of 10 feet above a pedestrian walkway or sidewalk or 15 feet above a vehicular driveway.

1.9.3 CANOPY/MARQUEE/PORTICO SIGNS

No sign shall be placed on top of or shall extend beyond the vertical or horizontal face of a canopy/marquee/portico. A canopy/marquee/portico sign shall be in place of a wall sign and must meet the dimensional requirements contained herein for wall signs.

1.9.4 CENTRAL BUSINESS DISTRICT SIGNS

- a. Placement of signs located on buildings where sign space has been designed as part of the facade (sign band area) shall take into consideration the historic and/or significant architectural features of the building such as arches, columns, lintels, sills, moldings carvings and cornices and all signs shall be placed only within the sign band area. Businesses occupying upper floors may identify the business name with only one (1) sign per business placed directly on the glass area and not exceeding forty percent (40%) of a single-pane window area.
- b. All wall signs including awning signs for ground level tenants located in the same building shall be located entirely in the sign band area and shall be uniform across the building relative to structure, shape, materials, placement, vertical dimension, and background color of the sign face area or color of the awning.

1.9.5 CONSTRUCTION SIGNS

- a. A construction sign shall not be erected prior to the initiation of site work and shall be removed within 10 days after the issuance of any occupancy permit.
- b. A construction sign shall not exceed 32 square feet in all districts.
- c. Only one (1) construction sign shall be allowed.

Article VII: Signs and Districts

1.9.6 INSTITUTIONAL/CIVIC SIGNS

- a. In Residential Districts one (1) freestanding sign not exceeding 32 s.f. is allowed.
- b. Religious symbols shall not be deemed to constitute a sign.
- c. The area of a changeable copy sign shall be included in the allowed dimensions of the sign.

1.9.7 MANAGEMENT SIGNS

In addition to wall signs allowed in Section 1.10.2, one sign indicating the ownership or management of a building is allowed. Such sign is restricted to 2 square feet, must be placed on the surface of the building and may not be internally illuminated. Management signs may not be a part of any free-standing sign.

1.9.8 PARKING LOT/DIRECTIONAL SIGNS

- a. Driveway entrances and exits from a street or public way:
 - (1.) Driveway entrances and exits may have only one directional (1) sign per driveway, indicating the entrance/exit.
 - (2.) The letters or graphics on the sign shall not exceed a vertical dimension of six (6) inches.
 - (3.) The sign face area shall not exceed three (3) square feet.
 - (4.) The height of the sign from the ground shall not exceed five (5) feet.
- b. Additional informational/directional interior parking lot signs:
 - (1.) Additional parking lot signs are allowed with letters having a vertical dimension of 6 inches or less.
 - (2.) The sign face area shall not exceed 4 square feet.
 - (3.) The height of the sign from the ground shall not exceed 6 feet.
 - (4.) Additional directional interior signs may include a business name or logo but may not include any advertising.

1.9.9 REAL ESTATE SIGNS

- a. In all districts real estate signs indicating the sale or lease of property shall not exceed 6 square feet in area for residential properties and 16 square feet for commercial properties.
- b. In all districts real estate development signs indicating the sale or lease of land or buildings for an entire residential sub-division or commercial project shall not exceed 32 square feet.
- c. Real estate and real estate development signs may not be placed on or be a part of any permanent freestanding sign.
- d. Real estate and real estate development signs may not be internally illuminated.
- e. All real estate signs shall be removed within seven (7) days after the final sale or lease of the real estate.

Article VII: Signs and Districts

- f. Only one (1) Subdivision Sign shall be allowed per development in all districts and shall not exceed 20 square feet in area. Internal illumination is prohibited.

EXCEPTION: When a residential subdivision has more than one roadway entrance, a second residential subdivision sign may be allowed provided the second entrance is located at least 1,000 feet from the first roadway entrance. Internal illumination is prohibited.

1.9.10 RESIDENTIAL SIGNS

- a. A Residential sign up to 2 square feet is allowed.
- b. Signs indicating a home office or home occupation shall be restricted to one (1) color plus the background color and may only be externally illuminated.

1.9.11 SHOPPER'S WORLD SIGNS

- a. Standards for Shoppers World wall and freestanding signs shall be in accordance with the provisions of the Special Permit Decision dated January 10, 1994 and the Sign Review Approval in Conjunction with a Special Permit Site Plan Approval dated August 9, 1994.

1.9.12 STREET BANNERS

A street banner is allowed for civic and institutional organization events only and may be displayed for no more than 30-days at any one time.

1.9.13 TIME/TEMPERATURE SIGNS

A Time/Temperature sign is allowed and shall be included as part of the total square footage of the allowed sign area.

1.9.14 WINDOW SIGNS

- a. Window signs with a commercial message are prohibited in "R" and "G" Districts.
- b. All combined window signage shall be limited to 10% of the total glass area on any one façade/side of a building. EXCEPTION: Central Business District. *See Section 1.9.4.c.*
- c. Any sign placed within four (4) feet of a glassed area and visible from the outside (excluding merchandise displays) shall be considered a window sign.

1.9.15 VERTICAL POLE FLAGS

- a. Vertical pole flags are allowed for only Town of Framingham events and districts;
- b. Vertical pole flags may be a maximum of 30" in width and 96" in length;
- c. If a flag displays a business name/logo, the portion containing the business name/logo may not exceed 25% of the flag.

Article VII: Signs and Districts

1.10 DIMENSIONAL REGULATIONS

1.10.1 DISTRICTS, ADJACENT AND RELATED BUSINESSES, AND OTHER LICENSES AND PERMITS

1.10.1.1 DISTRICTS

(Reference: Zoning Ordinances of the City of Framingham, *Section II.A.*)

HC/RC*	Highway Corridor/ Regional Center
B, B1/B4	Business Districts
CB.....	Central Business/Mixed Use
P.....	Office and Professional
M-M1 ..	General and Light Manufacturing
TP	Technology Park
R1-4 and G	Residential, General Residence
GE and PUD	Geriatric and Planned Unit Development
OSR.....	Open Space/Recreation
PR.....	Planned Reuse

*Note that HC/RC Overlay regulations shall take precedence over underlying zoning relative to this Ordinance.

1.10.1.2 ADJACENT AND RELATED BUSINESSES

For the purposes of the Ordinance, the determination of the dimensions and number of signs allowed for a business shall be made according to both of the following:

- (a.) Adjacent businesses of similar or related uses that are located on the same lot or on adjacent lots, whether or not separated by a street or driveway, shall be considered a single business; and
- (b.) Businesses that are either under the control of the same person(s), corporation, trust or other entity, or related or jointly owned entities, or under the control of entities in which the beneficial ownership is in the same or related persons or entities, shall be considered a single business.

1.10.1.3 OTHER LICENSES AND PERMITS

Multiple regulatory licenses or permits held by a single business as defined in herein shall not entitle said business to multiple signs or sign dimensions not otherwise allowed herein.

1.10.2 WALL SIGNS

1.10.2.1 NUMBER OF WALL SIGNS

- (a.) A business located on one street may have only one (1) wall sign.

Article VII: Signs and Districts

- (b.) A business in the corner position of a building shall be allowed two (2) wall signs provided the lot on which it is located is at the intersection of and extends to the right-of-way of two public streets. The size of each sign shall be as provided in *Chart 1*.
- (c.) In a business center, only the business located in the corner position of the building shall be allowed two (2) wall signs provided the lot on which it is located is at the intersection of and extends to the right-of-way of two public streets. The size of each sign shall be as provided in *Chart 1*.
- (d.) A business in a shopping mall situated such that only the rear of the building faces a street or public way may have two wall signs. One (1) sign shall designate the main front entrance to the business. An additional sign may be affixed to the rear of the building for identification purposes only and shall not exceed 30% of the area of the front entrance sign, and may not be a bracket/projecting sign.
- (e.) Wall signs for individual businesses that do not have building frontage and a separate exterior public entrance into the business, and are not completely separated by interior walls with no access from any adjacent business are prohibited.
- (f.) Buildings Facing Interstate 90: Buildings in “M,” “M-1” and “TP” districts used for office, research and development or manufacturing purposes may have one additional wall sign with letters not to exceed six feet in height, identifying the building if the sign is primarily viewed from Interstate 90 (the Massachusetts Turnpike). Only one (1) wall sign may be viewed from Interstate 90.

1.10.2.2 WALL SIGNS FOR SINGLE BUSINESSES WITH ADDITIONAL ENTRANCES

Wall signs having only the business or department name may be used to identify additional public entrances. The sign shall not exceed 8 inches in height and 3 feet in width, and may be illuminated. Bracket signs are *PROHIBITED*.

1.10.2.3 WALL SIGNS FOR BUSINESSES ON THE SECOND FLOOR AND ABOVE

- (a.) Signs for second floor businesses are allowed and shall be uniform across the building as to style, materials, placement and vertical dimensions of the sign face area.
- (b.) Wall signs above the second floor are prohibited for individual businesses not also located on the first or second floor.

1.10.2.4 PROJECTION OF WALL SIGNS

- (a.) Except for awnings and bracket/projecting signs, a wall sign shall not project more than 14 inches from the surface of the building.
- (b.) A wall sign shall not extend above or beyond any top or side edge of the façade, cornice, moldings, or trim of building.

1.10.2.5 INDIVIDUAL LETTER SIZE

- (a.) When the wall on which the sign is to be placed is not parallel to the street, the setback shall be measured from the front curb line or edge of pavement to the center point of the location at which the sign is to be placed.

Article VII: Signs and Districts

(b.) The maximum vertical dimension of any individual letter in a wall sign shall be determined by the building setback as provided in *Chart 1*.

(c.) Channel letters, as allowed in *Chart 1*, may be illuminated or non-illuminated.

(d.) The maximum vertical dimension of any individual letter will be as determined by the building setback provided in Chart 1. A logo shall be excluded in this calculation. The maximum vertical height of a logo, as branded in the business name, may be taller than the individual letter as long the total area of the sign conforms with the maximum allowable sign area as defined in 1.10.2.6 AREA OF WALL SIGNS.

CHART 1: WALL SIGN MAXIMUM LETTER SIZE

BUILDING SETBACK IN FEET	VERTICAL DIMENSION NON CHANNEL LETTERS IN INCHES	VERTICAL DIMENSION CHANNEL LETTERS IN INCHES
40	12	18
40 – 75	18	24
76 – 150	24	30
151 – 225	30	36
226 – 300	36	42
301 +	42	48

EXCEPTION: For allowed wall signs placed above fourth floor the maximum letter height allowed is 42 inches.

1.10.2.6 AREA OF WALL SIGNS

(a.) The total wall sign face area for each business shall not exceed one square foot for each linear foot of building frontage of the business (whether or not the business faces a street) or 30 square feet, whichever is greater, up to a maximum area of 200 square feet and a maximum horizontal dimension of 50 feet.

(b.) For the purpose of determining the maximum amount of wall sign face area allowed, building frontage may be measured along the wall of the business that is parallel to the street or the wall that has the main entrance to the business to which the sign relates. However, the sign must be placed on the wall that is used to determine the area of the sign.

(c.) The wall sign may also be placed on the surface of any corner entrance or canopy/marquee/portico structure that is attached to and extended from the building or business frontage that was used to determine the allowed wall sign face area.

(d.) The frame shall not be included in the measurement of the sign face area provided the frame does not exceed 3 inches in width.

1.10.2.7 AWNING SIGNS

(a.) An awning sign is to be considered a wall sign.

Article VII: Signs and Districts

- (b.) Awning signs are allowed only for first floor businesses.
- (c.) If an awning sign is used as the wall sign for a business, only one individual and separate awning sign may include signage.
- (d.) An awning containing signage shall not extend above or beyond any top or side edge of the façade, cornice, moldings or trim of the building to which the awning is attached.
- (e.) The section of the awning that incorporates writing or other types of graphics used for the identification of the business shall be considered sign area.

1.10.3 FREESTANDING SIGNS

1.10.3.1 GENERAL REGULATIONS FOR FREESTANDING SIGNS

- (a.) The frame shall not be included in the measurement of the sign face area provided the frame does not exceed 3 inches in width.
- (b.) All freestanding signs shall include the street number on the sign and may include the street name.
 - (1.) The sign face area or panel with the street name or number may be excluded from the calculated allowable sign dimensions if:
 - (a.) The vertical dimension of the sign face area or panel containing the street number does not exceed:
 - 1. 15 inches (vertical dimension) in the HC/RC District.
 - 2. 12 inches (vertical dimension) in all other district.
 - (b.) The vertical dimension of the numbers and letters do not exceed:
 - 1. Nine (9) inches in the HC/RC district;
 - 2. Six (6) inches in all other districts.
 - (2.) In all districts, the area or panel containing the street name or number may exceed the width and depth of the existing or proposed sign by six (6) inches, only if such area or panel is located at the top of the sign.
 - (3.) No lettering or graphics other than the street name and number may be included in that area or panel.
 - (4.) For the purposes of visibility the color of the street number must clearly contrast with the background on which it is placed.
 - (5.) The area or panel containing the street name or number may vary in shape.
 - (6.) If a name of a business, business center or business complex is included on the freestanding sign, it shall be calculated as part of the total allowed sign face area.
- (c.) Pole Width and Location:
 - (1.) Poles shall not be included in the calculation of sign width.
 - (2.) The widest face of the pole must be in the same direction as the sign face.
 - (3.) Poles must be one (1) color and shall not contain graphics.

Article VII: Signs and Districts

- (4.) Exposed vertical or horizontal structural steel members (I, H or U beams) are not allowed as poles.
- (5.) Freestanding signs with one (1) pole:
- (a.) Regardless of district, the single pole must either be centered or be located to the extreme right or extreme left of all the sign panels on the pole.
 - (b.) All sign panels on single poles must be the same width and shape regardless of the number of businesses on each panel.
 - (c.) In the HC/RC district, if the single pole is centered, it may not exceed 28 inches in width and 14 inches in depth or diameter.
 - (d.) In the HC/RC district, if the single pole is to the extreme right or left of the sign, it may not exceed 16 inches in width and 14 inches in depth or diameter.
 - (e.) In all other districts, if the single pole is centered, the width of the pole may not exceed 16 inches in width and 8 inches in depth or diameter.
 - (f.) In all other districts, if the single pole is to the extreme right or left of the sign, the width of the pole may not exceed 8 inches in depth or diameter.
- (6.) Freestanding signs with two (2) poles:
- (a.) In the HC/RC district, the width of each pole may not exceed 14 inches in width and 14 inches in depth or diameter.
 - (b.) All internally illuminated sign panels between two supporting poles must be the same width and shape regardless of the number of businesses on each panel.
 - (c.) In all other districts, the width of each pole may not exceed 8 inches in depth or diameter.
- (d.) Base: All freestanding signs may have a solid surface base integral to or attached to the sign poles or supports with dimensions as follows:
- (1.) The height of the base shall be included in the total calculation of the allowed vertical dimension of the sign and may be:
 - (a.) 3 feet in the HC/RC District;
 - (b.) 2 feet in all other districts.
 - (2.) For a sign with two poles the base may not extend past the sign supports or poles further than:
 - (a.) 9 inches in the HC/RC District;
 - (b.) 6 inches in all other Districts.
 - (3.) For a sign with one (1) pole the base may not extend beyond the sign support pole or the sign panels further than:
 - (a.) 9 inches in the HC/RC District;
 - (b.) 6 inches in all other Districts.

Article VII: Signs and Districts

(4.) Bases are restricted to materials the same color as the sign frame, pole, support, cap and trim or restricted to natural masonry finishes.

(e.) Banners: PROHIBITED on freestanding signs

(f.) Placement:

(1.) If a building is less than 10 feet from the front curb line or edge of pavement, no freestanding sign shall be allowed.

(2.) All signs must be located entirely on the site/premises on which the business is located.

(3.) No part of any sign shall extend beyond the lot line or overhang the public right-of-way.

(4.) All signs shall be placed in locations that will not to obstruct the vision of drivers entering or exiting the site.

(g.) Number:

(1.) A building with one business may have one (1) freestanding sign.

EXCEPTION: See Section 1.10.3.1(g.)(11.)

(2.) A business center may have one (1) freestanding sign

(3.) Freestanding signs for individual businesses that do not have building frontage and a separate exterior public entrance into the business, and are not completely separated by interior walls with no access from any adjacent businesses are PROHIBITED.

(4.) A business complex may have two (2) freestanding signs, provided the combined gross floor area of the buildings is 30,000 square feet or greater and there are four (4) or more businesses per building. If the combined gross floor area is less than 30,000 square feet, there may be one only (1) freestanding sign. An individual business may be identified on only one sign. Signs must be at least 200 feet apart.

30,000
business may

(5.) A shopping mall may have two freestanding signs on one street provided the shopping mall has at least 1,200 feet of frontage on the street on which the signage is placed and the signs are placed at least 600 feet apart. Such signs shall identify only the name of the mall and not the names of the individual businesses located within the mall.

(6.) A freestanding building with only one business, a business center, a business complex, or a shopping mall with frontage on two parallel streets at least 1,000 feet apart may have a freestanding sign on each street.

(7.) All buildings with the same recorded access easement to the property that do not have frontage on a public way may share (1) one freestanding sign located in the access easement. Under no circumstances shall a building have more than one freestanding sign.

(8.) Drive-thru food establishment or car wash may have one freestanding menu board sign for each drive-thru lane. The menu board may be a maximum of 40 square feet, and have a maximum vertical dimension of 7 feet, regardless of the district in which it is located. No additional temporary or permanent signs, panels, banners, flags, etc. of any type may be attached to the menu board.

Article VII: Signs and Districts

(9.) A restaurant, but not a drive-thru restaurant, may incorporate a changeable copy panel provided that such changeable copy message board shall not exceed two reader lines and the total vertical dimension shall not exceed twelve inches. The changeable copy panel shall be included in the calculation of the total sign area and may only announce special events and entertainment, not prices or products.

(10.) Automobile dealers selling new cars representing more than one new car national franchise may have one freestanding sign for each such franchise, up to a maximum of three (3) signs, provided:

(a.) In all districts, the sum of the combined heights of all freestanding signs shall not exceed 20 feet and no individual sign shall exceed 10 feet in height.

(b.) If a dealer with more than one (1) franchise chooses a Multiple Business Sign, each franchise may have only one (1) panel, as per MBS regulations. Regardless of the number of franchise panels, the height of the MBS may not exceed 20 feet.

(c.) Dealers offering additional services ancillary to the primary business (such as used car sales, service, repairs, body work etc.) on the same lot or on contiguous lots may not have additional freestanding signs advertising such services.

(d.) State inspection signs are not allowed on free standing signs.

(11.) A residential apartment building, condominium/apartment complex, assisted living or congregate housing facility having ten (10) or more units or a nursing home having ten (10) or more beds may have one externally illuminated freestanding sign per driveway provided that the driveways are at least 200 feet apart as measured from the center point of each driveway. Freestanding signs shall be located at or in close proximity to the driveway entrance.

(a.) Maximum Vertical Height: 10 feet

(b.) Maximum Area: 25 square feet for primary sign 15 square feet for each additional sign EXCEPTION: HC/RC District Maximum Area: 70 square feet for primary sign; 25 square feet for each additional sign.

(c.) Stone wall dimensions shall be excluded from sign area calculations for residential uses only.

(d.) No wall signs other than Management Signs are allowed.

(e.) No additional freestanding signs are allowed under Section 1.10.3.2.

(h.) A sign having two faces having the identical copy on both sides may have the maximum allowed area on each side. V or L shaped signs are considered two signs.

(i.) No sign or new sign box shall be issued a Sign Permit until there is an identified tenant for an existing or new commercial space.

1.10.3.2 FREESTANDING SIGNS FOR A SINGLE BUSINESS

(a.) The maximum dimensions of the height, width and sign face area of a freestanding sign shall be determined by the district in which it is located, as indicated in *Chart 2*.

Article VII: Signs and Districts

(b.) The sign face area for a single business shall not exceed 0.5 square feet for each linear foot of building frontage having the main entrance to the business (whether or not the main entrance faces a street), or a minimum of 18 square feet whichever is greater, subject to the standards in the chart below. *See Definition of Frontage 1.4.20.*

(c.) Sign panels on signs with two supporting poles must be between the inner edges of the sign supports or poles. All sign panels between two supporting poles must be the same width and shape regardless of the number of businesses on each panel.

(d.) Sign supports, poles or framework on internally illuminated signs may not extend above the top sign panel with the exception of the sign face area or panel with the street name or number.

(e.) Poles for non-internally illuminated signs may extend up to 12 inches above the top of the sign.

(f.) The maximum depth between the two outermost external faces of the sign panels shall not exceed 14 inches.

CHART 2: DIMENSIONS FOR A FREESTANDING SIGN FOR A SINGLE BUSINESS

DISTRICT	MAXIMUM SIGN FACE AREA	MAXIMUM HEIGHT	MAXIMUM WIDTH	MAXIMUM DEPTH
	IN SQUARE FEET	DISTANCE BETWEEN GROUND TO TOP EDGE OF SIGN IN LINEAR FEET	DISTANCE BETWEEN SUPPORT POLES IN LINEAR FEET	DISTANCE BETWEEN SIGN FACES IN INCHES
HC/RC	40	20	12	14
B1-B4	30	10	6	14
CB	30	10	6	14
P	18	6	5	14
M/M1	30	10	6	14
R1-R4, G	2	4	2	4
OSR	30	6	6	14
TP	ONLY MONUMENT SIGNS ALLOWED. SEE CHART 3			
GE,PUD				

EXCEPTION: For office/technology park as defined. *See Section 1.4.33 and Chart 8*

Article VII: Signs and Districts

CHART 3: DIMENSIONS FOR A FREESTANDING MONUMENT SIGN FOR A SINGLE BUSINESS

DISTRICT	MAXIMUM SIGN FACE AREA IN SQUARE FEET	MAXIMUM HEIGHT GROUND TO TOP EDGE OF SIGN IN LINEAR FEET	MAXIMUM WIDTH (A) DISTANCE BETWEEN THE OUTER EDGES OF THE SIGN STRUCTURE IN LINEAR FEET	MAXIMUM DEPTH DISTANCE BETWEEN SIGN FACES IN INCHES
HC/RC	40	8	8	14
R1-R4, G	NOT ALLOWED	---	---	---
ALL OTHERS	30	6	6	14

(a) The maximum width must remain consistent for the entire height of the sign.

NOTE: Monument signs may also have a solid surface base as allowed in *Section 1.10.3.1(d)*, and are subject the regulations for street names and numbers in *Section 1.10.3.1.(b)*.

EXCEPTION: For office/technology parks as defined *See Section 1.4.33 and Chart 8*.

1.10.3.3 MULTIPLE BUSINESS SIGNS (MBS)

MBS shall be subject to the following standards:

- (a.) Vertical and horizontal dimensions of a MBS shall be as shown in *Chart 4*.
- (b.) Single sign panels on signs with two supporting poles must be between the inner edges of the sign supports or poles.
- (c.) All internally illuminated single sign panels between two supporting poles must be the same width and shape regardless of the number of businesses on each panel.
- (d.) Sign supports, poles or framework on internally illuminated signs may not extend above the top sign panel with the exception of the sign face area or panel with the street name or number.
- (e.) Poles for non-internally illuminated signs may extend up to 12 inches above the top of the sign.
- (f.) The maximum depth between the two outermost external faces of the sign panels shall not exceed 14 inches.
- (g.) In the HC/RC Districts the following regulations apply except for automobile dealership buildings and signs:
 - (1.) The maximum square footage of the sign face area on a MBS shall not exceed 200 square feet.
 - (2.) Buildings with both a gross floor area of 20,000 square feet or more and four (4) or more businesses are allowed the following:

Article VII: Signs and Districts

- (a.) A maximum height of 25 feet;
- (b.) The maximum individual sign face area is 60 square feet;
- (c.) To qualify the four businesses must be tenants in the building and the name of the building, business center or business complex does not qualify as one of the four (4) or more businesses;

CHART 4: DIMENSIONS FOR A FREESTANDING SIGN FOR MULTIPLE BUSINESSES

DISTRICT	MAXIMUM SIGN FACE AREA IN SQUARE FEET	MAXIMUM HEIGHT DISTANCE BETWEEN GROUND TO TOP EDGE OF SIGN IN LINEAR FEET	MAXIMUM WIDTH (A) DISTANCE BETWEEN SUPPORT POLES IN LINEAR FEET	MAXIMUM DEPTH DISTANCE BETWEEN SIGN FACES IN INCHES
HC/RC	40	20	12	14
B1-B4	30	10	6	14
CB	30	10	6	14
P	18	6	5	14
M/M1	30	10	6	14
R1 - R4, G	2	4	2	4
OSR	30	6	6	14
TP GE, PUD,	ONLY MONUMENT SIGNS ALLOWED. SEE CHART 5			

(a) The maximum width must remain consistent for the entire height of the sign.

EXCEPTIONS: For office/technology parks as defined. *See Section 1.4.33 and Chart 8*
For HC/RC districts *See Section 1.10.3.3.(g)*.

Article VII: Signs and Districts

CHART 5: DIMENSIONS FOR A MONUMENT SIGN FOR MULTIPLE BUSINESSES

DISTRICT	MAXIMUM SIGN FACE AREA IN SQUARE FEET	MAXIMUM HEIGHT DISTANCE BETWEEN GROUND TO TOP EDGE OF SIGN IN LINEAR FEET	MAXIMUM WIDTH (A) DISTANCE BETWEEN THE OUTER EDGES OF SIGN STRUCTURE IN LINEAR FEET	MAXIMUM DEPTH DISTANCE BETWEEN SIGN FACES IN INCHES
HC/RC	40	8	8	14
R1-R4, G	NOT ALLOWED	---	---	---
ALL OTHERS	30	6	6	14

(a) Maximum width must remain consistent for entire width of sign.

NOTE: Monument signs may also have a solid surface base as allowed in *Section 1.10.3.1.(d)*, and are subject to the regulations for street numbers in *Section 1.10.3.1.(b)*. See *1.10.3.3.(g)* for EXCEPTIONS.

EXCEPTIONS: For office/technology parks as defined. See *Section 1.4 33 and Chart 8*
For HC/RC districts See *Section 1.10.3.3.(g)*

1.10.3.4 GASOLINE STATIONS

(a.) In all districts, all gasoline station signs may have one (1) freestanding sign for the purpose of identifying the brand name and price of gasoline.

(b.) In addition to one freestanding sign, gasoline stations may have either a wall sign or a canopy/marquee/portico sign, but not both.

(c.) Additional on-site businesses (including but not limited to mini-marts, donut shops, automotive services, car washes, etc.) may share one additional panel located on the freestanding sign. The additional panel may not exceed 12 inches in height, must be the same width as the other panels on the freestanding sign and shall be in addition to the 50 square feet allowed for the freestanding sign.

(d.) Gasoline stations may have a canopy/marquee/portico sign that includes the brand and/or logo. The letters may not exceed 18 inches in height and the length of sign area on the canopy/marquee/portico that includes the brand and /or logo may not exceed 8 feet. The lighted portion of the canopy/marquee/portico must be limited to the area of the lettered sign and logo only, similar to regulations for awnings. See *Section 1.10.2.7*. Two (2) canopy/marquee/portico signs are allowed per gasoline station.

Article VII: Signs and Districts

(e.) Brand name or logo signs on the pumps are allowed, provided that the maximum individual sign face area does not exceed 1 square foot per sign and the letters are no larger than 6 inches. One (1) brand name or logo is allowed per pump.

(f.) State inspection signs shall not exceed 24 by 36 inches and are limited to one (1). Inspection hours signs are limited to 1 square foot.

(g.) With the exception of the sign face area or panel with the street name or number, sign supports, poles or framework may not extend above the top sign panel.

CHART 6: DIMENSIONS FOR A FREESTANDING GASOLINE STATION SIGN INCLUDING PRICE POD

DISTRICT	MAXIMUM SIGN FACE AREA IN SQUARE FEET	MAXIMUM HEIGHT GROUND TO TOP EDGE OF SIGN IN LINEAR FEET	MAXIMUM WIDTH DISTANCE BETWEEN SUPPORTS/ POLES IN LINEAR FEET	MAXIMUM DEPTH DISTANCE BETWEEN SIGN FACES IN INCHES	MAXIMUM NUMBER
HC/RC	50	15	10	14	1
ALL OTHER	40	10	8	14	1

CHART 7: DIMENSIONS FOR A GASOLINE STATION MONUMENT SIGN INCLUDING PRICE POD

DISTRICT	MAXIMUM SIGN FACE AREA IN SQUARE FEET	MAXIMUM HEIGHT DISTANCE BETWEEN GROUND TO TOP EDGE OF SIGN IN LINEAR FEET	MAXIMUM WIDTH (a) DISTANCE BETWEEN OUTER EDGES OF SIGN IN LINEAR FEET	MAXIMUM DEPTH DISTANCE BETWEEN SIGN FACES IN INCHES	MAXIMUM NUMBER
HC/RC	50	10	10	14	1
ALL OTHERS	40	8	8	14	1

(a) Maximum width must remain consistent for entire width of sign.

NOTE: Monument signs may also have a solid surface base as allowed in *Section 1.10.3.1.(d)* and are subject to the regulations for street numbers in *Section 1.10.3.1.(b)*.

Article VII: Signs and Districts

CHART 8: DIMENSIONS FOR OFFICE/TECHNOLOGY PARK FREESTANDING SIGNS

TYPE OF SIGN	MAXIMUM SIGN FACE AREA IN SQUARE FEET	MAXIMUM HEIGHT DISTANCE BETWEEN GROUND TO TOP EDGE OF SIGN IN LINEAR FEET	MAXIMUM WIDTH BETWEEN OUTERMOST EDGES OF SIGN IN LINEAR FEET	MAXIMUM DEPTH DISTANCE BETWEEN SIGN FACES IN INCHES	MAXIMUM NUMBER
ENTRANCE	150	10	15	24	1 PER ENTRANCE
WAYFINDING	64	8	8	14	6
SINGLE CORPORATE	64	8	8	14	1 PER BUILDING
MULTIPLE CORPORATE	64	8	8	14	1 PER BUILDING

1.11. APPLICATION/PERMIT PROCEDURE

1.11.1 GENERAL PROVISIONS

- a. All persons intending to erect or alter a sign that requires a permit in accordance with this Ordinance shall apply to the Building Commissioner.
- b. Only complete applications shall be accepted.
- c. A sign permit shall not be issued until the Building Commissioner performs a field survey. The survey shall bear the date of inspection, comments and the signature of the inspecting officer and shall become a permanent part of the applicant's file.
- d. All proposed signage related to a subdivision review, site plan review, special permit review or any other applicable review by the Planning Board shall be subject to approval of the Planning Board to determine compliance with this Ordinance.
- e. The Building Commissioner shall render a decision within thirty (30) calendar days of receipt of an application completed in conformance with ALL provisions of this Ordinance. In those instances that require signage approval by the Planning Board under *Section 1.11.1.d* above, the Building Commissioner shall render a decision within 30 calendar days following any final appeal period of the Planning Board action.
- f. After installation of the sign a final inspection shall be completed by the Building Commissioner and shall include a final field survey and photographs to verify that the provisions of this Ordinance and the permit have been met.

Article VII: Signs and Districts

1.11.2 APPLICATION SUBMITTAL REQUIREMENTS

All applications for permits shall include:

- a. A plot plan of the lot indicating the setback of the building from the front curb line or edge of pavement and any other dimensions necessary to determine the size of any proposed sign on the building;
- b. A scaled drawing showing all dimensions of facades proposed to contain signage and indicating the location and dimensions of the proposed sign and any existing signs;
- c. Sidewalks, curb cuts and any landscaped or other areas in which a freestanding sign is to be placed clearly showing the location of the sign;
- d. A scaled drawing of each proposed sign showing all dimensions, colors, lettering, graphics, materials and type of illumination;
- e. Photographs of existing buildings and signs, where applicable;
- f. Specifications for construction, lighting and wiring in accordance with the Massachusetts State Building Code and Electrical Code in effect at the time the sign is permitted;
- g. With the exception of the requirement in *Section 1.11.2.a*, and based upon the type of sign permit application, the Building Commissioner or the Planning Board may, where applicable, waive some of the submission requirements of this section.

1.11.3 FEES

Fees for permits shall be paid in accordance with the schedule of fees as established and amended by the Building Commissioner on behalf of the mayor.

1.11.4 EXPIRED PERMITS

If the sign for which the permit was issued has not been erected within six (6) months from the date of issue, the Building Commissioner may issue one six (6) month extension if in his opinion there is a valid reason for such an extension. If the sign has not been erected within twelve (12) months from the date the permit was issued, the permit shall expire and become null and void. The applicant must submit a new sign application and must comply with any changes to this Ordinance.

1.12. APPEAL AND VARIANCE PROCESSES

1.12.1 APPEALS

An applicant for a sign permit who is aggrieved by the decision of the Building Commissioner, or a person aggrieved by any refusal, order or decision of the Building Commissioner may within 30 days of such refusal, order or decision file an appeal with the Zoning Board of Appeals as provided in Section 1.12.3.

1.12.2 VARIANCES

Article VII: Signs and Districts

a. Sign variances granted under this section shall meet the provisions and requirements stated herein in Section 1.12.2.b. Such variances are NOT subject to the provisions for variance contained in Chapter 40A §10 of the Massachusetts General Law.

b. The Zoning Board of Appeals may grant a variance from these regulations, only if all of the conditions as set forth below are met:

1. A variance may be granted from the limitations imposed by this Sign Ordinance if it is determined that the nature of the use of the premises, the architecture of the building or its location with reference to the street, or the topography of the land are such that said variance may be permitted without being contrary to the public good. The applicant must demonstrate that compliance with the regulations of this Ordinance presents a hardship to the applicant. The hardship must relate exclusively to the specific and unique circumstance of the situation faced by the applicant, and not apply generally to other land, buildings or structures in the same zoning district.

2. No variance may be granted under this Section for a sign that is prohibited in Section 1.6 Prohibited Signs of this Sign Ordinance, other than wall or freestanding signs for individual businesses that do not have building frontage and a separate exterior public entrance into the business, and are not completely separated by interior walls with no access from any adjacent business.

3. The desired relief may be granted without substantial detriment to the public good or surrounding properties or degradation of the visual environment, and will not create a traffic or pedestrian hazard.

4. To the extent possible, the Zoning Board of Appeals shall grant only the minimum relief necessary to adequately reduce or remove the impediment to compliance with the Ordinance.

c. When granting relief the Zoning Board of Appeals may attach reasonable conditions including but not limited to:

1. Modification or limitation of the sign's features, including appearance, size and number.

2. Limitation of the variance to the current applicant and owner.

1.12.3 PROCEDURE

An application shall be filed with the Zoning Board of Appeal. Once the application is considered complete it shall be stamped with the date and time of filing by said Board or its designee and a copy transmitted to the City Clerk. If the application is deemed incomplete a written notice shall be mailed to the applicant and a copy transmitted to the City Clerk and said application shall be returned to the applicant, if not made complete within a reasonable time period. A public hearing shall be held and a decision shall be rendered by the Zoning Board of Appeals within sixty (60) days for an appeal or for a variance from the date of filing as stamped by said Board or its designee. The period of time within which to act on the appeal or the variance application may be extended by mutual agreement of the applicant and the Zoning Board of Appeals. The applicant may withdraw its appeal or application for a variance by mutual agreement.

1.12.4 NOTIFICATION

a. Notice of said public hearing shall be given by publication in a newspaper of general circulation in the City once in each of two successive weeks, the first publication to be not less than 14 days

Article VII: Signs and Districts

before the day of the hearing and by posting such notice in a conspicuous place on the Municipal Bulletin Board for a period of not less than 14 days before the day of such hearing.

b. Notice shall also be sent by mail, at the expense of the applicant, to "parties in interest" that shall include the applicant, all owners of land within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town, the Inspectional Services Division, the mayor, the Planning and Community Development Department, and the council member in the District in which the property is located.

c. Publications and notices required by this section shall contain the name of the applicant, a description of the area or premises, street address, if any, or other adequate identification of the location, of the area or premises that is the subject of the petition, the date, time and place of the public hearing, the subject matter of the hearing, and the nature of action or relief requested, if any. No such hearing shall be held on any day on which a state or municipal election, caucus or primary is held.

1.12.5 HEARINGS

a. The Zoning Board of Appeals shall hold a public hearing within thirty (30) days of the date of filing.

b. The Board shall keep a detailed written and recorded record of its proceedings.

c. Prior to the public hearing, an applicant shall provide evidence including a plot plan, sign information and any additional information requested by the Zoning Board of Appeals that demonstrates the reasons why relief should be granted. Failure to provide such information may cause the petition to be denied without prejudice until such information is provided.

d. Town boards and departments may make any recommendations they deem appropriate to the Zoning Board of Appeals and shall send copies thereof to the Zoning Board of Appeals and to the applicant; provided, however, that failure of such board or department to make recommendations within twenty-one (21) days of receipt of the petition by such board or department shall be deemed lack of opposition thereto.

1.12.6 DECISIONS

a. The Zoning Board of Appeals shall render a decision within the prescribed time frame and shall file its decision with the City Clerk. A two-thirds vote is needed to approve an appeal or a variance.

b. The Zoning Board of Appeals shall specify in writing the reasons for making its decision.

c. The Zoning Board of Appeals shall file a copy of its decision with the City Clerk and the Building Commissioner within fourteen (14) days of the date of the vote of the Zoning Board of Appeals. The decision shall contain the name and address of the owner, identify the land and sign affected, set forth compliance with the requirements for the issuance of such variance and include conditions of approval, if any.

d. If the Zoning Board of Appeals fails to act or to file said decision with the City Clerk within these prescribed times, any appeal or petition for a variance shall be deemed approved.

e. If the rights authorized by a variance are not exercised within one (1) year of the date of grant of such variance such rights shall lapse.

Article VII: Signs and Districts

f. Any party aggrieved by a decision of the Zoning Board of Appeals may within sixty (60) days of the filing of such decision appeal the decision to a court of appropriate jurisdiction.

1.13 ENFORCEMENT

a. The Building Commissioner is the enforcement authority of this Ordinance.

b. Temporary Signs:

Upon observation of a violation of an illegal sign that can be easily and immediately removed, such as banners, balloons, window signs and portable signs, the Building Commissioner will inform on-site management of the violation. The illegal sign must be removed within 24-hours. If not removed, the violator may be subject to a non-criminal penalty of three hundred dollars (\$300) per day.

c. Permanent Signs:

1. For the purposes of enforcement, freestanding signs are to be considered as a single sign, whether a single business sign or MBS.

2. Business owners and/or property owners with signs in violation of this Ordinance shall first receive notification in writing of such violation from the Building Commissioner via U.S. Mail or hand-delivered. The violation notice shall specifically enumerate the inconsistencies with the Ordinance, stipulate the schedule of fines and penalties, and provide for a 30-day period in which to abate the violation.

3. If no significant remedial plan of action has been taken by the business or property owner within this thirty (30) day period, the Building Commissioner may issue a non-criminal penalty of three hundred dollars (\$300) per day and a second notice.

4. The second notice shall be delivered via U.S. Mail or hand-delivered indicating that the violation has not been corrected, the fine has been issued and the correction must be completed within 30-days. After a total of 75 days has passed from the date of issuance of the first notice of violation, inclusive of issuance of the second notice, with no efforts made to correct the violation, the Building Commissioner may take court action.

5. Each day or part thereof that such violation occurs or continues shall constitute a separate offense.

1.14 MODIFICATION

The purpose of this Modification *Section 1.14* is to provide a process by which owners with permits for existing non-compliant signs or existing non-compliant signs approved by variance may remain or be altered or be reconstructed within the prescribed limits provided in this Modification Section of the Ordinance. All signs with a Sign Modification Permit that have met the conditions of the permit are considered compliant with the Ordinance. Owners of signs eligible for Modification who have not applied for a Modification Permit on or before 03-01-12 forfeit the right to do so and must comply with Sections 1.1-1.11 of this Ordinance by 12/01/12.

1.14.1 THE MODIFICATION PROCESS

Article VII: Signs and Districts

- a. Owners of signs eligible for Modification may file a Sign Modification Permit application with the Building Commissioner on or before 03/01/12. The Building Commissioner shall make a determination on the Sign Modification Permit application within 90 days. All approved sign modifications must be completed by 12/01/12.
- b. Owners of existing Permitted non-compliant signs and Permitted non-compliant signs approved by variance that are within the dimensional allowances of this Modification Section of the Ordinance and do not require any alterations in order to comply also must file a Sign Modification Permit application with the Building Commissioner on or before 03/01/12
- c. The dimensional regulations of these Modification provisions are not subject to waiver.
- d. Permitted non-compliant signs and permitted non-compliant signs approved by variance are allowed sign face panel changes until 12/01/12. By 12/01/12, the entire sign must either be modified in accordance with a Modification Permit or be in compliance with Sections 1.1-1.11.
- e. Signs with Modification Permits are allowed sign face panel changes for the life of the Permitted structure.

1.14.2 SIGNS NOT ELIGIBLE FOR A MODIFICATION PERMIT

The following signs are not eligible for a Modification Permit and must comply with *Sections 1.1-1.11* of this Ordinance:

- a. Existing channel letter signs or panel wall signs that are changed or moved to a different location on the building;
- b. Single business freestanding signs that are moved to a different location on the site;
- c. Signs in excess of the number allowed in the Ordinance;
- d. Signs without a Permit;
- e. Temporary signs;
- f. Obsolete signs;
- g. Off-premise signs;
- h. Roof signs;
- i. Signs attached to a sloped surface with the exception of awning signs as allowed by this Ordinance;
- j. Billboard signs;
- k. Changeable copy signs that are not allowed under this Ordinance;
- l. Bracket/projecting signs on the second floor or above;
- m. Backlit or internally illuminated awning signs.

1.14.3 MODIFICATION FOR EXISTING WALL SIGNS

Existing wall signs may remain if all of the following conditions apply:

- a. The sign face area does not exceed the allowed area by more than 20% or 20 square feet, whichever is less;

Article VII: Signs and Districts

- b. The depth does not exceed 16 inches;
- c. The vertical dimensions of letters do not exceed 20% of the allowed height.

1.14.4 MODIFICATION FOR EXISTING FREESTANDING SIGNS

Freestanding signs for existing businesses or uses may remain or be altered or reconstructed if they meet all of the following conditions. Altered or reconstructed signs may not exceed these parameters and only these dimensional parameters may deviate from *Sections 1.1-1.11* of this Ordinance.

- 1. Signs may be altered or reconstructed to the maximum allowed dimensions in this section provided that those individual dimensions that are altered or reconstructed currently exceed those allowed under Modification.
- 2. At least one (1) existing support or pole or part thereof must be an integral part of the modified sign;
- 3. The total sign face area may not exceed the allowed area by more than 20%;
 - a. The maximum altered or reconstructed height of a MBS sign for up to two (2) businesses may not exceed the allowed height by more than 10%;
 - b. The maximum altered or reconstructed height for a MBS sign for three (3) or more businesses may not exceed the allowed height by more than 20%;
 - c. The maximum altered or reconstructed width of the sign face may not exceed the allowed dimensions by more than 20%;
 - d. The depth of the sign between the two external faces of any sign panel may not exceed 18 inches;
 - e. The maximum dimension of a pole may not exceed the allowed dimension by more than 25%;
 - f. Internal poles may remain, provided they meet all other Modification provisions.

Article VII: Signs and Districts

Section 2. City Signs

No person except an employee or contract agent of the City board or department having jurisdiction over such sign shall paint, scrape, bend, break, or otherwise deface, mutilate, or remove any City-owned sign. Whoever violates this Ordinance shall forfeit and pay for each offense a fine not exceeding fifty dollars (50.00).

Section 3. Sign and Zoning Ordinance Violations

- 3.1** The Building Commissioner, upon taking cognizance of a violation of the Zoning or Sign Ordinances, may issue to the offender a written notice to appear before the Clerk of the District Court having jurisdiction thereof, not later than twenty-one (21) days after the date of such notice. Such notice shall contain the name and address, if known, of the offender, the specific offense charged and the time and place for his required appearance.
- 3.2** Any person so notified may appear and confess the offense charged, either personally or through an authorized agent or by mailing to the clerk of said district court such notice with such specific sum of money as the City shall fix as penalty for violation of the Ordinance. The payment to the Clerk shall operate as a final disposition of the case and said proceedings shall be deemed to be non-criminal. If any person so notified to appear and also to avail himself of the procedure established pursuant to this Ordinance, he may, within twenty-one (21) days after the date of the notice, request a hearing in writing. Such hearing shall be held before a district court judge, clerk or assistant clerk. If the judge, clerk or assistant clerk shall, after hearing, find that the violation occurred and that it was committed by the person so notified to appear, the person so notified shall be permitted to dispose of the case by paying the sum of money fixed as penalty by the Ordinance, or such lesser amount as the judge, clerk or assistant clerk shall order.
- 3.3** If such judge, clerk or assistant clerk shall, after hearing, find that the violation alleged did not occur or was not committed by the person so notified to appear, that finding shall operate as a final disposition of the case. Proceedings held pursuant to this subsection shall be deemed to be non-criminal.
- 3.4** If any person so notified to appear before the clerk of the district court fails to pay the fine provided by the Ordinance within the time specified, or, having appeared, does not confess the offense before the clerk or pay the sum of money fixed as penalty after a hearing and finding as provided in the preceding subsection, the clerk shall notify the Building Commissioner, who shall determine whether to apply for the issuance of a criminal complaint for the violation of the appropriate Ordinance.

Section 4. (Deleted: 2002 Annual Town Meeting, Article 24)

Section 5. Historic Districts

5.1 Historic District Commission

There is hereby established under the Historic Districts Act, Massachusetts General Laws, Chapter 40C to be governed by and operated in accordance with the provisions relative thereto of the General Laws or any special act or amendment thereto, a Framingham Historic District Commission, consisting of seven (7) members to be appointed by the mayor, subject to review by the council, including one (1) member from the Framingham History Center, one (1) architect registered to practice in Massachusetts, one (1) licensed real estate agent, one (1) lawyer, one (1) land owner resident in the Historic District and two (2) members at large. There shall be five (5) alternates selected, with backgrounds in any of the five (5) categories specified above or an urban planner, an architectural historian, a landscape architect, a licensed general contractor or building tradesperson or any other citizen who, through education or experience, have

Article VII: Signs and Districts

demonstrated a commitment to historic preservation. In the event any member shall be absent or unable to act for any reason, the Chairman shall designate an alternate member to act.

Each member or alternate member of said Commission shall be a resident of the City of Framingham, and any such member removing his residence from the City shall be considered thereby to have resigned as a member of the Commission.

5.2 Boundaries of Historic District

There is hereby established under provisions of and in accordance with the Historic District Act, one historic district to be known as the Framingham Center Common Historic District, bounded and described as shown on the map entitled "Framingham Center Common Historic District" available at the Planning Department of the City; and to establish a new historic district to be known as the Jonathan Maynard Historic District, bounded and described as shown on the map entitled "Jonathan Maynard Historic District" available at the Planning Board Office. Additionally, to establish new historic districts to be known as the Sarah Clayes Historic District, the Pike-Haven-Foster House Historic District, and the H.H. Richardson Depot Historic District.

5.3 Power and Duties

The Commission shall have, in addition, to the powers and duties of an Historic District Commission as described in Chapter 40C, the following further powers and duties, subject to appropriation or receipt of money gifts, and may in exercise of any of its powers or duties accept and expend such gifts and employ clerical and technical assistants or consultants.

5.3.1 To propose from time to time, as it deems appropriate, the establishment, in accordance with the provisions of the Historic District Act, of additional historic districts and changes in historic districts;

5.3.2 To cooperate with, consult, and advise the Planning Department, the Redevelopment Authority, and other City agencies and departments in matters involving historic sites, building, and districts; and

5.3.3 To offer assistance and advice to owners of buildings in any historic district on problems of construction, reconstruction, restoration, and preservation.

5.4 Rules and Regulations

The Commission shall adopt the rules and regulations for the conduct of its business, not inconsistent with the provisions of the Historic Districts Act. A copy of the rules and regulations and any amendment shall be filed with the City Clerk.

5.5 Certificate of Appropriateness: Time of Decision

The Commission shall render a decision under the provisions of the Historic Districts Act within 45 days after the filing of an application for a certificate of appropriateness, a certificate of non-applicability, or a certificate of hardship, or within such further time as the applicant may, in writing, allow.

5.6 Exclusions

The Commission shall have no jurisdiction to review the following categories of exterior architectural features:

(a) Temporary structures erected for a period of ninety days or less;

Article VII: Signs and Districts

- (b) Two dimensional signs of four (4) square feet or less;
- (c) Terraces, walks, driveways, and sidewalks so long as such structure is substantially at grade level;
- (d) Storm doors, storm windows, screens, gutters, antennae, and window air conditioners;
- (e) Color of paint;
- (f) Color of roof materials.

5.7 Properties Included in the Framingham Center Common Historic District

- 5.7.1**
1. Framingham Center Common c.1735
 2. Village Hall, 2 Oak Street, built 1834
 3. Edgell Memorial Library, (Framingham History Center) 3 Oak Street, built 1872
 - 3a. Civil War Monument at 3 Oak Street, erected 1872
 4. The Capt. Eliphalet Wheeler House, 18 Vernon Street, built 1818
 5. The Jonathan Maynard Building (Danforth Art), 12 Vernon Street, built 1916
 6. Framingham Academy (Framingham History Center Museum), 14 Vernon Street, built 1837
 7. First Parish Church, 24 Vernon Street, built 1926
 8. First Parish House, 24 Vernon Street, built 1959
 9. Plymouth Church, 87 Edgell Road, built 1968
 10. The Otis Boynton House, 85 Edgell Road, built 1825
 11. The Jason Hall House, 65 Edgell Road, built 1850
 12. The O'Brien House, 63 Edgell Road, built 1961
 13. The Grossman House, 61 Edgell Road, built 1960
 14. The Framingham Bank, 39 Edgell Road, built 1833
 15. Office/Bank Building, 35 Edgell Road, built 1969
 16. The Charles Train House (Plymouth Parsonage), 125 Edgell Road, c. 1836
 17. The E. Cloyes House, 121 Edgell Road, c. 1836
 18. The Daniel Hemenway House, 151 Edgell Road, c. 1800
 19. The Brandolini House, 2 Auburn Street, built 1955
 20. The Stone Gardner's Cottage, 4 Auburn Street, c. 1850
 21. Office Building, 5 Auburn Street, built 1970
 22. The Whitney-Wiggins House, 10 Auburn Street, built 1826
 23. The Edgar Wheeler House, 6 Vernon Street, c. 1850
 24. The Clark Builders Trust House, 8 Vernon Street, built 1969
 25. The Train-Vernon House, 20 Vernon Street, c. 1848
 26. The Rinaldo House, 31 Grove Street, built 1970
 27. The Mrs. Gordon House, 33 Grove Street, c. 1810
 28. The Tarbox House, 4 Warren Place, built 1836
 29. The J.J. Marshall House, 3 Warren Place, c. 1800
 30. The Stalker House, 8 Warren Place, c. 1768
 31. The John Mann House, 11 Warren Place, c. 1867
 32. The George A. Weeks House, 122 Edgell Road, built 1865
 33. The General George Henry Gordon House, 936 Central Street, built 1820
 34. Harriet Carter House, 3 Vernon Street, built 1853
 35. Julia Wight House, 5/7 Vernon Street, built ca. 1860
 36. Caroline B. Clark House, 9 Vernon, built 1852-1853
 37. Lothrop Wight House, 8 Library, built ca. 1860
 38. John and Sarah Clark House, 12 Library, built ca. 1860
 39. Wight-Esty Block, 931-937 Worcester Road, built between 1832-1850
 40. Van Duzer Hardware Company Block, 939 Worcester Road, built ca. 1935
 41. Tilton-Wheeler Store, 945 Worcester Road/1 Vernon Street, built by 1830

Article VII: Signs and Districts

5.8 Properties included in the Jonathan Maynard Historic District

- 5.8.1**
1. First Baptist Church, 48 Pleasant Street, built 1826
 2. The William Buckminster House, 48 Pleasant Street, c. 1799
 3. The Dr. John Osgood House, 64 Pleasant Street, c. 1832
 4. The Goldberg House, 155 Maynard Road, 1894
 5. The Cyrus Blake House, 79 Pleasant Street, c. 1832
 6. The Mason House, 153 Maynard Road, built 1984
 7. The Ira Mitchell House, 89 Pleasant Street, c. 1832
 8. The Marion Adams House, 100 Pleasant Street, c. 1890
 9. The Blanche Partridge House, 111 Pleasant Street, built 1917
 10. The "Little Maynard" House, 198 Maynard Road, c. 1901
 11. The Dexter Esty House, 109 Pleasant Street, c. 1832
 12. The Capt. Charles Williams House (Jonathan Maynard House), 113 Pleasant Street, c. 1760
 13. The Henry Orne Stone House, 120 Pleasant Street, c. 1840
 14. The Judge Blodgett House, 129 Pleasant Street, built 1915
 15. The Kelly House, 130 Pleasant Street, built 1867
 16. The Boudrot House, 139 Pleasant Street, built 1974
 17. The Jesse Belknap House, 138 Pleasant Street, c. 1832
 18. The Spielberger House, 149 Pleasant Street, built 1995
 19. The Rev. L. R. Eastman House, 154 Pleasant Street, c. 1850
 20. The Roessler House, 159 Pleasant Street, built 1994
 21. The Rock House, 2 Aspen Circle, built 1986
 22. The Thorup House, 165 Pleasant Street, built 1994
 23. The Obed Winter House, 176 Pleasant Street, c. 1850
 24. The H. Twombly House, 169 Pleasant Street, c. 1799
 25. The Lockhart House, 198 Pleasant Street, built 1955
 26. The Wagner House, 179 Pleasant Street, built 1994
 27. The Jacob B. Winchester House, 200 Pleasant Street, c. 1823
 28. The Davis House, 187 Pleasant Street, c. 1872
 29. The J.J. Valentine House, 28 Pleasant Street, c. 1840
 30. The George Newell House, 201 Pleasant Street, c. 1832
 31. The G. R. Brown House, 216 Pleasant Street, c. 1851
 32. The George Phipps House, 41 Pleasant Street, built 1817 (To include the entire presently existing dwelling on a parcel consisting of not less than 25,000 square feet of land and having not less than 65 feet of frontage on Pleasant Street)
 33. The Mancall House, 45 Pleasant Street, built 1994
 34. The Pearl House, 47 Pleasant Street, built 1994
 35. The Devlin House, 49 Pleasant Street, built 1994
 36. The Glickman House, 51 Pleasant Street, built 1994
 37. The Brostrom House, 55 Pleasant Street, built 1994
 38. Vacant Lot, 56 Pleasant Street
 39. Vacant Lot, 204 Pleasant Street
 40. Vacant Lot, 205 Pleasant Street

5.9 Properties Included in the Sarah Clayes Historic District

- 5.9.1** The Sarah Clayes House, 657 Salem End Road, c. 1693

5.10 Properties Included in the H. H. Richardson Depot Historic District

- 5.10.1** The H. H. Richardson Depot and Luggage House, 417 Waverly Street

Article VII: Signs and Districts

5.11 Properties Included in the Pike-Haven-Foster House Historic District

5.11.1 The Pike-Haven-Foster House, 161 Belknap Road

5.12 Properties Included in the John Hemenway House Historic District

5.12.1 The John Hemenway House, 613 Pleasant Street

Article VIII

Business and Commerce Provisions

Article VIII: Business and Commerce Provisions

Section 1. Stretch Energy Code

1.1 Definitions

International Energy Conservation Code (IECC)

The International Energy Conservation Code (IECC) is a building energy code created by the International Code Council. It is a model code adopted by many state and municipal governments in the United States for the establishment of minimum design and construction requirements for energy efficiency, and is updated on a three-year cycle. The baseline energy conservation requirements of the MA State Building Code are the IECC with Massachusetts amendments as approved by the Board of Building Regulations and Standards.

Codified by the Board of Building Regulations and Standards as 780 CMR Appendix 115.AA of the 8th edition Massachusetts building code, the Stretch Energy Code is an appendix to the Massachusetts building code, based on further amendments to the International Energy Conservation Code (IECC) to improve the energy efficiency of buildings built to this code.

1.2 Purpose

The purpose of 780 CMR 115.AA is to provide a more energy efficient alternative to the base energy code applicable to the relevant sections of the building code for both new construction and existing buildings.

1.3 Applicability

This code applies to residential and commercial buildings. Buildings not included in this scope shall comply with 780 CMR 13,34,51, as applicable.

1.4 Stretch Code

The Stretch Code, as codified by the Board of Building Regulations and Standards as 780 CMR Appendix 115.AA, including any future editions, amendments or modifications, is herein incorporated by reference into the City of Framingham General Ordinances, Article VIII, Section 1. The Stretch Code is enforceable by the City's Building Commissioner.

Section 2. Display of Cash Totals

A cash register or any other mechanical device maintained at a check-out counter for totaling the monetary value of customer purchases shall be so placed that the indications may be readily observed by the purchaser when standing in normal position in the area provided for such purchasers. Whoever maintains such a register or device not so placed shall be punished by a fine not exceeding fifty dollars (\$50) for each such register or device.

Section 3. Junk Collectors

3.1 The council may license suitable persons to be dealers in and keepers of shops for the purchase, sale or barter of junk, old metals, or second-hand articles, in the City. They may also license suitable persons as junk collectors, to collect, by purchase or otherwise, junk, old metals, and second-hand articles, from place to place in the City, and they may provide that such collectors shall display badges upon their persons or upon their vehicles, or upon both, when engaged in collecting, transporting, or dealing in junk, old metals, or second-hand articles; and may prescribe the design thereof. They may also provide that such shops and all articles of merchandise therein, and any place, vehicle or receptacle used for the collecting or keeping of the articles aforesaid, may be examined at all times by the council or by any person by them authorized thereto. The aforesaid licenses may be revoked at pleasure, and shall be subject to the provisions of Massachusetts General Laws, Chapter 102, Sections 186 to 189, inclusive, of the Revised Laws, as amended by subsequent Acts of the General Court of Massachusetts.

3.2 Every keeper of a shop for the purchase, sale or barter of junk, old metals, or second-hand articles, within the limits of the City, shall keep a book, in which shall be written, at the time of every purchase of any article, a detailed description thereof, the name, age, and residence of the person from whom, and the day and hour when such purchase was made; such book shall at all times be open to the inspection of the Board of License Commissioners and of any person by them authorized to make such inspection; every keeper of such shop shall put in a suitable and conspicuous place on his shop a sign having his name and occupation

Article VIII: Business and Commerce Provisions

legibly inscribed thereon in large letters; such shop, and all articles of merchandise therein, may be at all times examined by the council or by any person by them authorized to make such examination; and no keeper of such shop and no junk collector shall, directly or indirectly, either purchase or receive by way of barter or exchange any of the articles aforesaid of a minor or apprentice, knowing or having reason to believe him to be such, and no article purchased or received by such shopkeeper shall be sold until at least thirty days from the date of its purchase or receipt has elapsed; such shops shall be closed when so ordered by the council, between the hours of 6 p.m. and 7 a.m., and no keeper thereof and no junk collector shall purchase any of the articles aforesaid during such hours.

Section 4. Transient Vendors, Hawkers & Peddlers

- 4.1** No person shall sell, solicit or display goods, articles, wares or merchandise upon the public ways of the City unless duly licensed so to do, without first having obtained a permit from the Board of License Commissioners.
- 4.2** No person, either principal or agent, shall engage in a temporary transient business in this City selling goods, wares, periodicals or merchandise, or go door-to-door for any commercial selling purposes or canvassing, without a license issued by the Board of License Commissioners. Such person shall make written application, under oath, for such license stating his or her name and address, the name and address of the owner or parties in whose interest said business is to be conducted, and a brief description of the business to be conducted. Such person shall permit the police department to photograph and fingerprint him or her for the purpose of identification. The fee for such license shall be set by the council. Such license shall be affixed in a prominent place to the outer garment of each licensee whenever he or she shall be engaged in such business so that it may be seen by all prospective customers. The provisions of this section shall not apply to: (a) any person conducting a "garage sale;" (b) any person who goes door-to-door to sell goods, wares, periodicals or merchandise on behalf of any group organized for any of the purposes described in M.G.L., Ch. 180, s. 2; (c) any person (other than an Ice Cream Truck Vendor as defined under G.L. c. 270 §25 and 520 CMR 15.02) operating a "Food Truck" that has been duly licensed by the Commonwealth of Massachusetts Division of Standards under G.L. c. 101 and the Framingham Board of Health; and (d) in the case of an event at a fixed location featuring sales from one or more Food Truck(s), a farmer's market, festival or similar event, any Ice Cream Truck Vendor that participates as a pre-arranged vendor at such event and remains stationary at such event location. For purposes of this section, a "Food Truck" shall mean a motor vehicle truck from which the operator offers for sale any prepared or packaged food or beverages, but shall not (except in the case of an event described in the immediately preceding Subsection 4.2(d) above) include an Ice Cream Truck as defined in G.L. c. 270 §25 and 520 CMR 15.02.
- 4.3** (Deleted by Attorney General)
- 4.4** No transient vendor, hawker or peddler shall sell or offer or expose for sale any of the article enumerated in Section 17 Chapter 101 of the General Laws or in any act in amendment thereof or any addition thereto until he has recorded his name and residence with the Board of License Commissioners, provided, however, that this section shall not apply to religious publications or newspaper which are not of a commercial nature. Every commercial agent or other person selling by sample, lists, catalogues or otherwise for future delivery, and every person licensed under the preceding section as a transient vendor, hawker or peddler shall record his name and residence in like manner with the Board of License Commissioners before conducting any business within the City.
- 4.5** No person hawking, peddling, or carrying or exposing any articles for sale, shall cry his wares to the disturbance of the peace and comfort of the inhabitants of the City, nor otherwise than in vehicles and receptacles which are neat and clean and do not leak.
- 4.6** Every transient vendor, hawker and peddler licensed by the Board of License Commissioners shall be assigned a number and shall be provided by the Board of License Commissioners with a badge which shall be conspicuously worn by him; and every other such hawker and peddler as described in subsection 4.4 shall provide himself with a badge of such type and design as may be approved by said Board of License Commissioners, which he shall wear in like manner. Whoever neglects to wear, or wears such badge without authority, shall be punished by the penalty provided in subsection 4.11.

Article VIII: Business and Commerce Provisions

- 4.7 Every vehicle or other receptacle used by a licensee as a conveyance for articles offered or exposed for sale by him shall have attached thereto on each side a number plate, to be furnished by the City with his license, bearing the number and date of expiration of such license.
- 4.8 No person shall be registered or assigned a badge or number plate under the provisions of subsections 4.6 and 4.7, until he presents a certificate from the Sealer of Weights and Measures stating that all weighing and measuring devices intended to be used by such person have been duly inspected and sealed as required by law. The use of, or possession by such person with intent to use, any false or unsealed weighing or measuring devices shall be sufficient cause for the revocation of his license, or the cancellation of his registration.
- 4.9 Nothing in these Ordinances shall be construed as conflicting with any license issued under the authority of the Commonwealth.
- 4.10 Any license granted under Article VIII, Section 4 of these Ordinances or any Ordinance amendments or additions, may be revoked by the council or Board of License Commissioners.
- 4.11 Whoever violates any provision of Article VIII, Section 4 of these Ordinances shall be punished by a fine not exceeding three hundred dollars (\$300) for each offense.

Section 5. (Deleted 1998 Annual Town Meeting)

Section 6. Licensing and Display of Motor Vehicles

6.1 Classification

As provided in M.G.L., Ch. 140, s. 58, motor vehicles shall be classified as follows:

- Class I.....New Vehicles
- Class IIUsed Vehicles
- Class III.....Junk Vehicles

6.2 Licensing

Pursuant to M.G.L., Ch. 140, ss. 57-59, all Class I, II and III motor vehicle dealer licenses must be renewed on January 1st of each year. The Board of License Commissioners or their designee shall be responsible for the granting or renewal of said licenses.

In addition to the requirements imposed by M.G.L., to be eligible for a motor vehicle dealer's license, an applicant must:

1. have the sale of motor vehicles their principal business.
2. maintain or demonstrate access to repair facilities sufficient to enable the dealer to satisfy the warranty repair obligations imposed by state statute. This provision shall apply to Class I & II dealers only.
3. have a valid special permit granted by the Zoning Board of Appeals unless otherwise "grandfathered" from this provision
4. have all property taxes and fees paid to and documented by the City Treasurer.
5. have the site of the dealership inspected by the designated City departments to determine if all conditions of the special permit and all safety regulations are met.

6.3 Outdoor Display of Motor Vehicles

Motor vehicles for sale or lease may not be displayed more than one foot above finished grade, nor on buffer areas designed for landscaping.

Section 7. Regulation of Donation Collection Bins

The purpose of this Ordinance is to protect the public health, safety and welfare, to address the proliferation of donation collection bins within the City of Framingham, and provide regulations to ensure that donation

Article VIII: Business and Commerce Provisions

collection bins are located and maintained so as to promote public safety, health and welfare, in a clean and safe condition.

7.1 Definitions

As used in this section, the following terms shall have the meaning indicated:

Donation Collection Bin – Any enclosed receptacle or container made of metal, steel, fiberglass, wood, or similar product designed or intended for the donation and the temporary storage of clothing, books or other goods and materials, which is accessible to and allows the public to deposit goods without assistance, and which is owned, operated or controlled by an entity other than the owner or lessee of the lot on which it is located.

Operator – Any person or legal entity that owns, operates or is otherwise in control of a donation collection bin in the City of Framingham.

7.2 Prohibitions and Standards

7.2.1 It shall be unlawful for any person to place a donation collection bin within the City of Framingham without first obtaining an annual license from the Building Commissioner as hereinafter provided. Each operator who seeks to place a donation collection bin in the City shall complete a written application on a yearly basis on a form provided by the Building Commissioner.

A donation collection bin subject to the provisions of this chapter must have clearly identified, in writing on its face the name, address, and telephone number of the entity or organization that is maintaining the donation collection bin. No further advertising shall be permitted on the donation collection bin.

7.2.2 A license for a donation collection bin may be granted only in accordance with and subject to the following provisions, conditions and restrictions:

- (a) Donation collection bin licenses may be granted only for properties owned or leased by a non-profit entity and used for non-profit purposes in Business or manufacturing Zoning Districts, but excluding the Central Business District, and churches and other houses of worship in any Zoning District. Only one donation collection bin is allowed per property, which includes all contiguous land in common ownership.
- (b) The donation collection bin shall be appropriately located so as to not interfere with sight triangles, on site circulation, required setbacks, landscaping, parking or any other zoning requirements and shall be placed on a concrete or other paved surface. The donation collection bin shall not be placed at any location directly abutting a residential property and shall comply with all setbacks for accessory structures under the Zoning Ordinances. All donation collection bins shall be properly screened from view as approved by the Building Commissioner or his designee and shall not consume any available parking spaces required for the permitting or zoning requirements of the premises where sited. The donation collection bin shall be placed such that there is safe and convenient pedestrian and vehicular access to it.
- (c) The donation collection bin shall be of the type that is enclosed by use of a receiving door and locked so that the contents of the bin may not be accessed by anyone other than those responsible for the retrieval of the contents.
- (d) Each donation collection bin shall not cover a ground surface area in excess of five feet by five feet, nor be more than six feet in height.
- (e) Each donation collection bin must be regularly emptied of its contents so that it does not overflow. Used clothing or other donated goods and materials may not be placed about the surrounding area. All donation collection bins must be maintained in a state of good repair and in a neat and clean condition, and free of trash, debris, refuse or like material.

7.3 Application for License

Article VIII: Business and Commerce Provisions

7.3.1 Any person or entity desiring a license under this chapter shall file with the Building Commissioner an original and one copy of an application, submitted under oath, in writing on a form furnished by the Building Commissioner.

7.3.2 The application shall set forth the following information:

- (a) The applicant's name, business name, business address and telephone number as well as the name, address and telephone number of the person or persons responsible for maintaining each donation collection bin which shall be posted on each bin as required by Section 7.2.
- (b) Whether the applicant is an individual, a partnership, a corporation or another entity, and if another entity, a full description thereof and whether the entity is a non-profit organization.
- (c) If the applicant is an individual, the applicant's residential address.
- (d) If the applicant is a partnership, the full name and address of each partner.
- (e) If the applicant is a corporation or other entity, in the case of a corporation, the full name and residential address of each major officer, the name and address of the registered agent and the address of the principle office.
- (f) A description of the donation collection bin to be covered by the license as well as the address where the donation collection bin will be located, including a site plan showing the proposed location of the donation collection bin on the property as well as existing conditions on the property.
- (g) If the applicant is not the owner of the property upon which the donation collection bin is to be located, the written notarized consent of the property owner must be attached to the application. The consent shall include the name, address, and telephone number of the owner, lessee or other person or legal entity in control of the property where each such donation collection bin shall be placed.
- (h) The regular interval schedule at which the operator or person identified in the license collects the items donated and performs regular maintenance. Said interval shall not exceed thirty days.

The Building Commissioner or his designee shall deny a license application which does not comply with the requirements of this Ordinance.

7.4 Fees

7.4.1 The application fee for a license for a donation collection bin shall be \$150.00 for each donation collection bin. The license period for each donation collection bin shall be January 1 through December 31 of each year.

7.4.2 Upon the granting of a license, a permit issued to the applicant shall be affixed to the donation collection bins used by the license holder prior to placement of the bin. The permit shall be clearly placed on the same side of the bin as the chute used to deposit donated items. Next to the permit there shall be placed in clear lettering the name and telephone number of the operator. Upon the sale or transfer of a bin, a new license and permit shall be sought and if granted to a subsequent owner, the permit must be affixed to the bin prior to placement in service.

7.5 Applicability

7.5.1 The provisions of this Ordinance shall apply to both existing and future donation collection bins located within the City of Framingham. Property owners with existing donation collection bins prior to the effective date of this Ordinance shall come into compliance as follows:

- (a) Within sixty days of the effective date of this Ordinance, the operator shall file an application for a license as required under Section 7.3 for each existing donation collection bin. The application shall demonstrate how the existing donation collection bin complies with this Ordinance or show the proposed changes that shall be completed to achieve compliance. Within ninety days after the effective date of this Ordinance, each existing donation bin shall

Article VIII: Business and Commerce Provisions

be brought into compliance with this Ordinance or removed from the City, except as provided below.

- (b) For those existing donation collection bins that are located on properties in Business or Manufacturing Zoning Districts, but excluding the Central Business District, but which are not devoted to non-profit purposes as required by Section 7.2.2.(a), one existing donation collection bin may continue to be located and operated on the property, provided that it can be brought into compliance with all other requirements of this Ordinance. The operator of each such prior nonconforming donation collection bin must apply for and receive an annual license as provided in this Ordinance. Upon sale of the property or the business located on the property on which such prior nonconforming donation collection bin is located, the prior nonconforming donation collection bin must be removed within ten days.

7.6 Violation, penalties and enforcement

- 7.6.1 Any person, entity, partnership, firm or corporation violating any of the provisions of this Ordinance shall be punished by a fine of not less than \$50.00, but not exceeding \$100.00 for each individual violation.
- 7.6.2 Each violation of any of the provisions of this chapter and each day the same is violated shall be deemed and taken to be a separate and distinct offense.
- 7.6.3 The owner, lessee, or other person or legal entity in control of the property where the donation collection bin is being maintained and the operator of said bin in violation of this Section shall be jointly and severally liable for each violation thereof.
- 7.6.4 The Building Commissioner or his designee may issue an enforcement order for any failure to comply with the provisions of this Ordinance.
- 7.6.5 The Building Commissioner or his designee shall enforce this Ordinance.
- 7.6.6 In the discretion of the enforcing officer, a noncriminal penalty of \$50.00 for each violation may be imposed as provided in G.L. c. 40 §21D and Article X, Section 1 of the General Ordinances.

7.7 Severability

In the event that any provision of this Ordinance shall be deemed illegal or otherwise unenforceable by a court of competent jurisdiction, then only that specific provision shall not be enforced, and all other sections shall remain in full force and effect.

Section 8. Plastic Bag Reduction Ordinance

8.1 Purpose and Intent

The production and use of thin-film single-use plastic checkout bags have significant impacts on the environment, including, but not limited to: contributing to the potential death of marine animals through ingestion and entanglement; contributing to pollution of the land environment; creating a burden to solid waste collection and recycling facilities; clogging storm drainage systems; and requiring the use of millions of barrels of crude oil nationally for their manufacture.

The purpose of this Ordinance is to eliminate the usage of thin-film single-use plastic bags by all retail and grocery stores in the City of Framingham, on or after January 1, 2018.

8.2 Definitions

- 8.2.1 **Checkout bag:** A carryout bag provided by a store to a customer at the point of sale. Checkout bags shall not include bags, whether plastic or not, in which loose produce or products are placed by the consumer to deliver such items to the point of sale or checkout area of the store.
- 8.2.2 **Grocery Store:** A retail establishment where more than fifty percent (50%) of the gross floor area is devoted to the sale of food products for home preparation and consumption, which typically also offers home care and personal care products.

Article VIII: Business and Commerce Provisions

- 8.2.3 **Retail Store:** An establishment that offers the sale and display of merchandise within a building.
- 8.2.4 **Reusable checkout bag:** A bag, with handles, that is specifically designed for multiple use and is made of thick plastic, cloth, fabric or other durable materials.
- 8.2.5 **Thin-film single-use plastic bag:** Typically with plastic handles, these are bags with a thickness of 2.5 mils or less and are intended for single-use transport of purchased products.

8.3 Use Regulations

- 8.3.1 Thin-film single-use plastic bags shall not be distributed, used or sold for checkout or other purposes at any retail or grocery store within the City of Framingham.
- 8.3.2 Customers are encouraged to bring their own reusable or biodegradable shopping bags to stores. Retail or grocery stores are strongly encouraged to make reusable checkout bags available for sale to customers at a reasonable price.
- 8.3.3 Thin-film plastic bags used to contain dry cleaning, newspapers, produce, meat, bulk foods, wet items and other similar merchandise, typically without handles, are still permissible.

8.4 Enforcement Process

Enforcement of this Ordinance shall be the responsibility of the mayor or his/her designee. The mayor shall determine the inspection process to be followed, incorporating the process into other City duties as appropriate. Any retail or grocery store in violation of this Ordinance shall be subject to a non-criminal disposition fine as specified in Article X of the City Ordinances under M.G.L. Chapter 40, §21D. Any such fines shall be paid to the City of Framingham.

Section 9. Marijuana Establishments

9.1 Purpose and Intent

The purpose of this Ordinance is to protect public health, safety and welfare of the inhabitants of the City of Framingham, and to provide regulations to ensure that Marijuana Establishments and Medical Marijuana Treatment Centers, as the same are defined in M.G.L. c. 94I and M.G.L. c. 94G and in the regulations of the Cannabis Control Commission promulgated thereunder, are operated and maintained in a manner that promotes public safety, health and welfare, and in a clean and safe condition.

9.2 Definitions

The definitions set forth in M.G.L. c. 94I and M.G.L. c. 94G are incorporated herein by reference.

9.3 Licensing

No person shall operate a Marijuana Establishment or a Medical Marijuana Treatment Center unless duly licensed so to do by the Commonwealth of Massachusetts.

The number of Marijuana Retailers in Framingham shall not exceed six (6), which is 20 per cent of the number of licenses issued within the City of Framingham for retail sale of alcoholic beverages not to be drunk on the premises where sold under Chapter 138 of the General Laws, as set forth in M.G.L. c. 94G, §3(a)(2)(ii).

9.4 General Operational Requirements

Any person operating a Marijuana Establishment or a Medical Marijuana Treatment Center or who sells, solicits or display goods, articles, marijuana related goods, wares, or merchandise for the ingestion of any marijuana or tetrahydrocannabinol (as defined in M.G.L. c. 94C, Section 1, as amended), cannabinoids or products containing the same shall:

- a. Enter into a host agreement pursuant to M.G.L. c. 94G, § 3(d) containing the following provisions:
 - i. Hours of operation;

Article VIII: Business and Commerce Provisions

- ii. Reasonable restrictions of public signage that are no more restrictive than those set forth in the City's then-applicable "RULES AND REGULATIONS GOVERNING ALCOHOLIC BEVERAGES";
 - iii. Reasonable conditions concerning the delivery or transportation of cannabis;
 - iv. Security and safety plan developed in cooperation with the Framingham Police Department and Fire Department, which shall include, but not be limited to: parking lot surveillance; detail policing; prohibition against entertainment; and prohibition against on-premises consumption of marijuana or tetrahydrocannabinol (as defined in M.G.L. c. 94C, 1, as amended), cannabinoids or products containing the same;
 - v. One-time payment of community impact deposit prior to commencing operations; and
 - vi. Annual payment of community impact fee.
- b. Enforce state laws and the regulations promulgated thereunder with respect to the operation of the licensed business.
 - c. Ensure that all business within the licensed premises and within areas under the licensee's control that abut the licensed premises, is conducted in a responsible manner so that no activity shall detract from the quality of life in the City generally, or in the neighborhood in which the licensed premises is located. This shall include, but shall not be limited to, ensuring that there shall be no: disorder; unlawful use, sale, barter or exchange of drugs or alcohol; indecency; prostitution; assaults; lewdness; or gambling on or about the premises, including within any parking area on the licensed premises.
 - d. Provide for regular training of employees engaged in selling or producing marijuana or tetrahydrocannabinol (as defined in M.G.L. c. 94C, Section 1, as amended), cannabinoids or products containing the same, in accordance with the Cannabis Control Commission's Responsible Vendor requirements set forth in 935 CMR 500.105(2).
 - e. Promptly report to the Police Department all instances of attempted purchases or procurement of marijuana or tetrahydrocannabinol (as defined in M.G.L. c. 94C, Section 1, as amended), cannabinoids or products containing the same by minors, including attempts to gain access to premises upon which such products are produced or sold and appropriate action taken by the licensee in response thereto. Such appropriate action shall include: i) Reporting to the Registry of Motor Vehicles instances involving possession or use of a false, forged or counterfeit license to operate motor vehicles or identification card issued by the Registry of Motor Vehicles; ii) confiscation of liquor identification cards or motor vehicle operator's license presented by the minor; and iii) if a purchase was made or service was procured, the name of the licensee's employee participating therein.
 - f. Ensure that the licensed premises including the exterior, are kept clean, neat and sanitary at all times.
 - g. Ensure that exterior doors to the licensed premises remain closed during all times that the licensed premises are open for business.
 - h. Ensure that exterior lighting and functioning security cameras or recording mechanism equipment are placed in such a manner to allow for complete interior and exterior observation of the licensed premises at all times.
 - i. Ensure that the Framingham Police Department, the Framingham Fire Department, and authorized agents of the licensing authority shall have immediate access to the licensed premises at all times and under all circumstances.
 - j. Ensure that no marijuana or tetrahydrocannabinol (as defined in M.G.L. c. 94C, Section 1, as amended) or cannabinoids or products containing the same are sold by an adult-use marijuana establishment to anyone under the age of 21 years. It shall be a defense to any alleged claim of sale of marijuana or tetrahydrocannabinol (as defined in M.G.L. c. 94C, Section 1, as amended) or

Article VIII: Business and Commerce Provisions

cannabinoids or products containing the same to a minor if the licensee can show that the patron produced a valid Massachusetts driver's license, a valid Massachusetts Liquor Identification Card, a valid Passport issued by the United States or by a government of a foreign country recognized by the United States government, or a valid U.S. issued Military ID card or a valid U.S. Passport Card. Licensees may accept out of state licenses as proof of age, but licensees shall bear the risk that such licenses are real and valid.

- k. No marijuana or tetrahydrocannabinol (as defined in M.G.L. c. 94C, Section 1, as amended) or products containing marijuana or tetrahydrocannabinol shall be sold to an intoxicated person.
- l. No alcoholic beverages may be sold or advertised on the premises of a cannabis establishment, and no license may display any advertisement or sign upon which appears any brand name of an alcoholic beverage product on the façade of a cannabis establishment.
- m. No licensee shall provide or allow on-premises sales promotion events or entertainment.
- n. No licensee shall make any distinction, discrimination or restriction on account of race, color, creed, sex, sexual orientation or ancestry relative to the admission or treatment of any person.

9.5 Prohibitions and Standards

Only on-premises purchase of marijuana or tetrahydrocannabinol (as defined in M.G.L. c. 94C, Section 1, as amended) or products containing marijuana or tetrahydrocannabinol is permitted under this Ordinance.

No person who operates a Marijuana Establishment or a Medical Marijuana Treatment Center shall offer for on-premises ingestion, consumption or use, or allow on-premises ingestion, consumption or use, of any marijuana or tetrahydrocannabinol (as defined in M.G.L. c. 94C, Section 1, as amended) cannabinoids or products.

No person who operates a Marijuana Establishment or a Medical Marijuana Treatment Center shall offer marijuana or tetrahydrocannabinol (as defined in M.G.L. c. 94C, Section 1, as amended), cannabinoids or products containing the same as a gift.

Any person offering or allowing on-premises ingestion, consumption or use, of marijuana or tetrahydrocannabinol (as defined in M.G.L. c. 94C, Section 1, as amended) or products containing marijuana or tetrahydrocannabinol shall in violation of this section shall be subject to civil and criminal penalties, and such products containing marijuana or tetrahydrocannabinol may be seized and safely held until final adjudication of the charge against the person or persons arrested or summoned before the court, at which time they shall be returned to the person entitled to lawful possession.

9.6 Weights and Measures

A Marijuana Establishment or a Medical Marijuana Treatment Center shall comply with the applicable provisions of the Massachusetts Grocery Pricing Law, M.G.L. c. 94, section 184B-184E and the regulations promulgated by the Division of Standards enforces the accuracy of item pricing and price scanners, scales, weights and measures and those promulgated by the Attorney General as 940 C.M.R. 3.13 for applies to non-grocery stores or to the non-grocery items of a mixed-product retailer, as applicable.

9.7 Availability of Books and Records for Inspection and Data Security

A Marijuana Establishment or a Medical Marijuana Treatment Center shall ensure that no less than the minimum standards to be met in connection with the safeguarding of personal information contained in both paper and electronic records in accordance with M.G.L. c. 93H and the regulations promulgated thereunder as 201 C.M.R. 17: Standards for the Protection of Personal Information of Residents of the Commonwealth.

9.8 Applicability of Nuisance Ordinance

No cannabis establishment shall sell, solicit or display goods, articles, wares or merchandise in such a manner that violates Article V, Section 22 of the General Ordinance, regarding Nuisance.

No Marijuana Establishment shall emit or allow to be emitted from the premises any smoke, vapor, or aroma from any of the products sold therein.

Article VIII: Business and Commerce Provisions

9.9 Secure Disposal of Refuse Containing Marijuana or Tetrahydrocannabinol

A Marijuana Establishment shall ensure that refuse containing marijuana or tetrahydrocannabinol, or cannabinoids is disposed of securely and maintained under license's control at all times.

9.10 Community Impact Fees

M.G.L. c. 94G, Section. 3(d) allow municipalities to impose a community impact fee that is reasonably related to the costs imposed upon the municipality by the operation of the cannabis establishment. The fee to operate a Marijuana Establishment shall be up to 3% of gross sales. The license shall be January 1 through December 31 of each year.

9.11 Applicability

The provisions of this Ordinance shall apply to all Marijuana Establishments or a Medical Marijuana Treatment Center located within the City of Framingham.

9.12 Enforcement

Civil penalties imposed pursuant to this Ordinance may also be enforced by the Framingham Police Department by utilizing the non-criminal disposition procedures provided in M.G.L. c. 40, Section 21D and any fines imposed shall inure as provided therein.

9.13 Severability

In the event that any provision of this Ordinance shall be deemed illegal or otherwise unenforceable by a court of competent jurisdiction, then only that specific provision shall not be enforced, and all other sections shall remain in full force and effect.

Article IX

City Fees

Section 1. (Deleted: April 1997 Annual Town Meeting)

Section 2. (Deleted)

Section 3. Fire Alarm Systems

3.1 Definitions

When used in this Ordinance, unless a contrary intention clearly appears, the following words shall have the following meanings:

Central station operating company: A company equipped to receive a fire alarm signal from each of its customers and which then transmits to the Framingham Fire Department (FFD) the location of any such alarm the central station operating company receives.

Fire Alarm System: Any heat-activated, flame-energy-activated or other such automatic device capable of transmitting a fire alarm signal to either a central station operating company or directly to the FFD by way of a master box.

Fire Alarm System Malfunction: The transmittal of a fire alarm to a central station operating company or directly to the FFD by way of a master box which alarm is caused by improper installation of a fire alarm system, a mechanically defective fire alarm system, lack of maintenance or some other reasons that causes a fire alarm to sound even though there is no actual fire or situation that reasonably could evolve into a fire.

Fire Alarm System Owner: An individual or entity who owns the title to and/or has on his business or residential premises a fire alarm system equipped to send a fire alarm signal to a central station operating company or directly to the FFD by way of a master box.

Fire Chief: The Chief of the Framingham Fire Department.

Master Box Owner: An individual or entity who has on his business or residential premises a fire alarm system equipped to send a fire alarm signal directly to the FFD by way of a master box.

3.2 Connection of Fire Alarm Systems to the FFD by way of a Master Box.

Every master box owner whose fire alarm system on the effective date of this Ordinance is connected to the FFD by way of a master box, shall pay the following fees:

Annual Fee \$ 200.00

Every master box owner whose fire alarm system is connected after the effective date of this Ordinance to the FFD by way of a master box shall pay the following fees:

Permit Fee \$ 20.00

Connection Fee..... \$ 100.00

Annual Fee \$ 200.00

Before any fire alarm system is connected to the FFD, the master box owner shall provide the Fire Chief with the following information:

- 3.2.1** The name, address, and home and work telephone numbers of the master box owner;
- 3.2.2** The street address where the master box is located;
- 3.2.3** The names, addresses and telephone numbers of the persons or businesses protected by the fire alarm system connected to the master box;
- 3.2.4** The names, addresses and home and work telephone numbers of at least two persons other than the owner who can be contacted twenty-four hours a day, who are authorized by the master box owner to respond to an alarm signal and who have access to the premises in which the master box is located; and
- 3.2.5** Such other information as the Fire Chief may require.

If at the passage of this Ordinance, a fire alarm system has already been connected to the FFD by way of a master box, the master box owner shall comply with the requirements of this section within sixty (60) days after the FFD has sent notice by first class mail for the requirements of this section.

If a master box owner fails to comply with this section, the Fire Chief may assess a fine of fifty dollars (\$50) for each day of non-compliance.

3.3 Connection of Central Station Operating Companies to the FFD

Every central station operating company who has a direct connection on the effective date of this Ordinance to the FFD shall pay the following fees:

Annual Fee \$ 200.00

Every central station operating company who makes a direct connection after the effective date of this Ordinance to the FFD shall pay the following fees:

Permit Fee \$ 20.00

Connection Fee..... \$ 100.00

Annual Fee \$ 200.00

Before any central station operating company is connected with the FFD, it shall provide the Fire Chief with the following information:

- 3.3.1. The name, address and telephone numbers of the central station operating company;
- 3.3.2. The names, addresses, and home and work telephone numbers of at least two persons who can be contacted twenty-four hours a day, who are authorized by the central station operating company to respond to an alarm signal and who have access to the premises from where the alarm signal is emitting to the central station operating company;
- 3.3.3. The name, address, home and work telephone numbers, and location of the premises of each customer of the central station operating company who has a fire alarm system equipped to send a fire alarm signal to the central station operating company; and
- 3.3.4. Such other information as the Fire Chief may require

If at the passage of this Ordinance a central station operating company already has a direct connection to the FFD, the central station operating company shall comply with the requirements of this section within sixty (60) days after the FFD has sent it notice by first class mail of the requirements of this section.

If a central station operating company fails to comply with this section, the Fire Chief may assess a fine of fifty dollars (\$50) for each day of non-compliance.

3.4 Updating Information

Every master box owner and every central station operating company shall be responsible for updating the information herein required to be provided to the Chief. If the information provided changes, the master box owner and the central station operating company shall provide the Fire Chief with the updated information and shall pay the fee, if any, required by this Ordinance. If a master box owner or a central station operating company fails to comply with this section, the Fire Chief may assess a fine of fifty dollars (\$50).

3.5 Fire Alarm System Malfunctions-Fines

If there is a fire alarm system malfunction, as defined herein, the Fire Chief may assess a fine against a fire alarm system owner for each malfunction per fiscal year according to the following schedule:

- 3.5.1 Upon the recording of the third false alarm by the Fire Department, the Fire Chief shall notify the owner of the building, in writing and by certified mail, of such fact, and at this time inform the

owner of the Department's policy with regards to charging for false alarms. (Send copy of the policy at this time.)

First through Third Malfunction.....	No Charge
Fourth through Sixth Malfunction.....	\$100.00
Seventh through Eleventh Malfunction.....	\$200.00
Each Malfunction after the Eleventh.....	\$300.00

3.5.2 Private fire alarm systems connected to the Framingham Fire Department by other automatic means or through a central station system shall also be subject to the above conditions.

3.5.3 Any false fire alarm which is the result of the failure of the property owner, occupant or their agents to notify the Framingham Fire Department of repair, maintenance or testing of the internal fire alarm system within the protected premises shall cause a penalty to be assessed in accordance with subsection 3.5.1.

3.5.4 For the purposes of this regulation, a false fire alarm shall be defined as follows:

- (a) The operation of a faulty smoke or heat detection device
- (b) Faulty control panel or associated equipment
- (c) A water pressure surge in automatic sprinkler system
- (d) Accidental operation of an automatic sprinkler system
- (e) An action by an employee of the owner or occupant of the protected premises or a contractor employed by the owner or the occupant, causing accidental activation of the internal fire alarm system.

3.5.5 Property owners will be billed once a month for the previous month's malfunction activity. All fines assessed shall be paid to the City Treasurer for deposit in the general fund.

3.5.6 If the bill is not paid within 30 days, a second notice will be sent; if the bill is not paid after another 30 day period, a final notice will be sent informing the owner and/or occupant that the master box will be disconnected and the insurance company notified.

3.6 Restrictions on Tape Dialers and Similar Automatic Telephone Devices

No fire alarm system shall be equipped with a tape dialer or similar automatic telephone device which will transmit an alarm message to any telephone lines of the FFD. If at the passage of this bylaw a fire alarm system is equipped with such a tape dialer or similar automatic telephone device, the fire alarm system owner shall have sixty (60) days from the passage of this bylaw to disconnect such tape dialer or similar automatic telephone device. If a fire alarm system owner fails to comply with this section, the Fire Chief may assess a fine of fifty dollars (\$50).

3.7 Appeal Procedure

Any fire alarm system owner who is aggrieved by an action taken by the Fire Chief under this Ordinance may, within ten (10) days of such action, file an appeal in writing, to the mayor of the City of Framingham. After notice the mayor shall hold a hearing, after which he/she shall issue a decision in which he/she affirms, annuls or modifies the action taken by the Fire Chief giving its reasons thereof. The mayor shall send her decision to the owner by first class mail within ten (10) days after the hearing. The decision of the mayor shall be a final administrative decision. The owner shall have thirty (30) days from the date of the written decision to seek judicial review in the Middlesex County Superior Court.

3.8 Regulations and Enforcement

The Fire Chief may promulgate such regulations as may be necessary to implement this Ordinance. The Fire Chief is authorized to pursue such legal action as may be necessary to enforce this Ordinance.

Section 4. Automatic Amusement Device

The Board of License Commissioners shall have the authority to set the annual fee for any automatic amusement device licensed under Massachusetts General Laws, Chapter 140, Section 177a, or any renewal thereof, at an amount not to exceed one hundred dollars (\$100) per device.

Section 5. Board of Health License Fees

Motel and Recreational Camps	\$50	Sale of Milk	\$10
Pasteurization of Milk	\$40	Sale of Methyl Alcohol	\$ 5

Section 6. Revocation of Licenses for Failure to Pay Taxes

The tax collector shall annually furnish to each department, board, commission or division, hereinafter referred to as the licensing authority, that issues licenses or permits including renewals and transfers, a list of any person, corporation, or business enterprise, hereinafter referred to as the party, that has neglected or refused to pay any local taxes, fees, assessments, betterments or other municipal charges for not less than a twelve month period, and that such party has not filed in good faith a pending application for an abatement of such tax or a pending petition before the appellate tax board.

The licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers of any party whose name appears on said list furnished to the licensing authority from the tax collector, provided, however, that written notice is given to the party and the tax collector, as required by applicable provisions of law, and the party is given a hearing, to be held not earlier than fourteen days after said notice. Said list shall be prima facie evidence for denial, revocation or suspension of said license or permit to any party. The tax collector shall have the right to intervene in any hearing conducted with respect to such license denial, revocation or suspension. Any findings made by the licensing authority with respect to such license denial, revocation or suspension shall be made only for the purposes of such proceeding and shall not be relevant to or introduced in any other proceeding at law, except for any appeal from such license denial, revocation or suspension. Any license or permit denied, suspended or revoked under this section shall not be relevant to or introduced in any other proceeding and shall not be relevant to or introduced in any other proceeding at law, except for any appeal from such license denial, revocation or suspension. Any license or permit denied, suspended or revoked under this section shall not be reissued or renewed until the license authority receives a certificate issued by the tax collector that the party is in good standing with respect to any and all local taxes, fees, assessments, betterments or other municipal charges, payable to the municipality as the date of issuance of said certificate. Any party shall be given an opportunity to enter into a payment agreement, thereby allowing the licensing authority to issue a certificate indicating said limitations to the license or permit and the validity of said license shall be conditioned upon the satisfactory compliance with said agreement. Failure to comply with said agreement shall be grounds for the suspension or revocation of said license or permit; provided, however, that the holder be given notice and a hearing as required by applicable provisions of law.

The mayor may waive such denial, suspension or revocation if it finds there is no direct or indirect business interest by the property owner, its officers or stockholders, if any, or members of his immediate family, as defined in M.G.L., Ch. 268, s. 1 in the business or activity conducted in or on said property.

Section 7. Intrusion Alarm Systems

7.1 Preamble

It is determined that the number of false alarms received by the Framingham Police Department are not cost effective, hinder efficiency, and lower department morale. This situation endangers the general public, homeowners, businesses, and Framingham Police Officers. The adoption of this Ordinance will reduce the number of false alarms and promote the responsible use of alarm devices in the City of Framingham.

7.2 Definitions

For the purpose of this Ordinance, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the

future; words used in the plural number include the singular number, and words used in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

- 7.2.1** The term “alarm system” means an assembly of equipment and devices or a single device such as a solid state unit which plugs directly into a 110 volt AC line, arranged to signal the presence of a hazard requiring urgent attention and to which police are expected to respond. Fire alarm systems and alarm systems which monitor temperature, smoke, humidity, or any other condition not directly related to the detection of an authorized intrusion into a premise or an attempted robbery at a premise are specifically excluded from the provision of this Ordinance.
- 7.2.2** The term “alarm user” or “user” means any person on whose premises an alarm system is maintained within the City except for alarm systems on motor vehicles. Excluded from this definition and from the coverage of this Ordinance are central station personnel and persons who use alarm systems to alert or signal persons within the premises in which the alarm system is located of an attempted unauthorized intrusion or holdup attempt. If such a system, however, employs an audible signal emitting sounds or a flashing light or beacon designed to signal persons outside the premises, such system shall be within the definition of “alarm system” as that term is used in this Ordinance, and shall be subject to this Ordinance.
- 7.2.3** The term “automatic dialing device” refers to an alarm system which automatically sends to the Framingham Police Department or Framingham Communications Center a pre-recorded voice message or other signal indicating the existence of the emergency situation that the alarm system is design to detect.
- 7.2.4** The term “central station” refers to a company equipped to receive an alarm signal from its customers and notify the Framingham Police Department of the signal.
- 7.2.5** The word “City” means the City of Framingham.
- 7.2.6** The term “false alarm” means (1) activation of an alarm system through mechanical failure, malfunction, improper installation, or negligence of the user of an alarm system or of his employees or agents; (2) any signal or oral communication transmitted to the police department requesting, or requiring, or resulting in a response on the part of the police department, when in fact there has been no unauthorized intrusion or attempted unauthorized intrusion into a premise and no attempted robbery or burglary at a premise. Excluded from this definition are activation of alarm systems caused by power outages, motor vehicle accidents, acts of God, telephone repairmen, and similar situations.
- 7.2.7** The term “police chief” means the Chief of Police of the City of Framingham or his designated representative.
- 7.2.8** The term “police” or “police department” means the City of Framingham Police Department, or any authorized agent thereof.
- 7.2.9** The term “public nuisance” means anything which annoys, injures, or endangers the comfort, repose, health or safety of any considerable number of persons or of any community or neighborhood.
- 7.3** Administrative Rules
- 7.3.1** Ninety (90) days after the passage of this section, no security alarm system shall be connected to the communications console in the police department.
- 7.3.2** Ninety (90) days after the passage of this section, no security alarm system shall be equipped with a tape dialer or similar automatic telephone device which will transmit an alarm signal to the 911 emergency system or any telephone lines of the Framingham Police Department or Framingham Communications Center.
- 7.4** Control and Curtailment of Signals Emitted by Alarm Systems

- 7.4.1** Every alarm user shall submit to the police chief the names and telephone numbers of at least two other persons who can be reached at any time, day or night, and who are authorized to respond to an emergency signal transmitted by an alarm system and who can open the premises wherein the alarm system is installed.
- 7.4.2** All alarm systems shall be equipped with a device which will give a minimum ten second delay prior to alarm system activation in order to warn the alarm user of an open alarm conduit.
- 7.4.3** Ninety (90) day after the passage of this bylaw, all alarm systems which use an audible horn or bell shall be equipped with a device that will shut off such horn or bell within twenty minutes after activation of the alarm system.
- 7.4.4** Any alarm system emitting a continuous and uninterrupted signal for more than one hour which cannot be shut off or otherwise curtailed due to the absence or unavailability of the alarm user or those persons designated by him under 7.4.1 of this section, and which disturbs the peace, comfort, and repose of a community, a neighborhood, or a considerable number of inhabitants of the area where the alarm system is located, shall constitute a public nuisance. Upon receiving complaints regarding such a continuous and uninterrupted signal, the police shall endeavor to contact the alarm user or members of the alarm user's family or those persons designated by the alarm user under subsection 7.4.1 of this section in an effort to abate the nuisance. The police shall cause to be recorded the names and addresses of all complainants and the time each complaint was made. In the event that the police is unable to contact the alarm user, or members of the alarm user's family, or those persons designated by the alarm user under subsection 7.4.1 of this section, or, if the aforesaid persons cannot or will not curtail the audible signal being emitted by the alarm system, and if the police are otherwise unable to abate the nuisance, the police chief may direct a police officer or a firefighter or a qualified alarm technician to enter upon the property outside the home or building in which the alarm system is located and take any reasonable action necessary to abate the nuisance.

If entry upon property outside the home or building in which the alarm system is located is made in accordance with this section, the person so entering upon such property (1) shall not conduct, engage in or undertake any search, seizure, inspection or investigation upon the property; (2) shall not cause any unnecessary damage to the alarm system or to any part of the home or buildings; and (3) shall leave the property immediately after the audible signal has ceased. After an entry upon property has been made in accordance with this section, the police chief shall have the property secured, if necessary. The reasonable costs and expenses of abating a nuisance in accordance with this section may be assessed to the alarm user, said assessment not to exceed \$100.00.

Within ten (10) days after abatement of a nuisance in accordance with this section, the alarm user may request a hearing before the mayor or her designee and may present evidence showing that the signal emitted by his alarm system was not a public nuisance at the time of the abatement; that unnecessary damage was caused to this property in the course of the abatement; that the costs of the abatement should not be assessed to him, or that the requirements of this section were not fulfilled. The mayor or her designee shall hear all interested parties and may, in her discretion, reimburse the alarm user for the repairs to his property necessitated by the abatement, or excuse the alarm user from paying the costs of abatement.

7.5 Testing of Equipment

All security alarm users must notify the Police Department in advance of any testing of equipment. Failure to notify the Department in advance of a testing of equipment shall constitute a false alarm and be treated as such.

7.6 False Alarms

- 7.6.1** Ninety (90) days after the passage of this section, any alarm user whose alarm system transmits by any means, to the Framingham Police Department, more than two (2) false alarms in a calendar year, shall be assessed a fine in accordance with the following schedule:

- a. Third false alarm: \$50
- b. Fourth false alarm: \$100
- c. Fifth false alarm: \$200

For the sixth (6th) and any subsequent false alarm, the fine shall be two hundred (\$200.00) dollars per violation, each day after any such false alarm is to be considered a new violation.

7.6.2 In the event that the police department records eight (8) false alarms within the calendar year from an alarm system, the police chief may order that the user discontinue use of the alarm system until effective measures are taken to eliminate the false alarms.

7.6.3 Any user of an alarm system who has, in accordance with this section been ordered by the police chief to discontinue use of an alarm system may appeal the order of discontinuance to the mayor. Notice of an appeal shall be filed with the mayor within ten (10) days of the date of the order of discontinuance. Thereafter, the mayor shall consider the merits of the appeal and in connection therewith shall hear evidence presented by all interested persons. After hearing such evidence, the mayor may affirm, vacate, or modify the order of discontinuance.

7.7 Penalties

The following acts and omissions shall constitute violations of this Ordinance punishable by fines of up to one hundred dollars (\$100).

7.7.1 Failure to obey an order of the police chief to discontinue use of an alarm system, after exhaustion of the right of appeal.

7.7.2 Failure to pay two or more consecutive fines assessed under this Ordinance within sixty (60) days from the date of assessment.

7.7.3 Failure to comply with the requirements of subsections 7.3.1, 7.3.2, 7.4.1, 7.4.3.

7.7.4 Each day during which the aforesaid violations continue shall constitute a separate offense.

Section 8. Trash Collection Fees

8.1 Definitions

For purposes of this section the term “trash collection fees” refers to a “pay per throw”, “recycling incentive” or any other fee or charge established for the regularly scheduled, curbside collection of household trash. Excluded are any trash collection fees in place on April 28, 2004 or any increases in such fees. Also excluded are any fees that may be established after April 28, 2004 for collection of materials that Massachusetts Department of Environmental Protection regulations restrict or prohibit from disposal in the solid waste stream.

8.2 Tax Levy Computation

In any fiscal year, the total tax levy plus all budgeted revenues from trash collection fees shall not exceed the amount the total tax levy would have equaled if a trash collection fee had not been implemented.

8.3 Allocation of Tax Levy Reduction

To the extent permitted by law, any reduction in the tax levy that results from this Ordinance shall be allocated entirely to the residential class of property taxpayers.

Article X

Miscellaneous Provisions

Article X: Miscellaneous Provisions

Section 1. Penalties for Ordinance Violations

Except as otherwise provided in these General Ordinances, the penalty for the violation of any provision of these Ordinances, or any rule or regulation of the City, shall be as follows:

- First offense: \$25.00
- Second offense: \$100.00
- Third offense: \$200.00
- Each subsequent offense: \$300.00

Each violation shall be considered a separate offense. Each day that any such violation continues, shall be considered a separate offense.

Any Ordinance or rule or regulation of the City of Framingham, or of any board, commission or other regulatory agency of the City of Framingham, the violation of which is subject to a specific penalty, may in the discretion of the City official who is the appropriate enforcing person, be enforced in the method provided in, M.G.L., Ch. 40, s. 21D, said section being incorporated herein by reference.

The following table provides a reference to fines specified elsewhere in the Ordinances. The City Clerk shall update this table as necessary to correctly reference all fines specified elsewhere in the Ordinances. Any error or omission in this list does not invalidate the fine specified elsewhere.

City of Framingham Ordinance Fines

Article	Section	Description	Fine (\$)
I	4.4.2.3	Contractor Not in Compliance	50
II	14.7	Order of Animal Control Officer	<u>Warning, 50, 60, 100</u>
II	14.8	Unlicensed Dog	10, 15
II	14.9	Late Dog License	50
V	3	Erection of Barriers	Not more than 200
V	9.1.1	Accessible Parking	50
V	9.1.2	Accessible Parking	50
V	9.2	Accessible Parking	300
V	9.3.1	Handicapped Parking Area	50
V	9.3.2	Handicapped Curb Ramp	200
V	10.6	Hunting Bylaw	Not to exceed 300
V	12.2	Motor Boat Ordinance	Not more than 100
V	13.1	Retail Food Sales Hours	50
V	13.2	Retail Food Business Hours	50
V	14.1	Sale of Indecent Publications	Not exceeding 200
V	15.5.2	Snow Removal Residential (less than 6 dwellings)	25, 50, 100
V	15.5.2	Snow Removal Commercial and 6 or more residential units	50, 100, 300
V	16.3	Vinyl Chloride Ordinance	200

Article X: Miscellaneous Provisions

Article	Section	Description	Fine (\$)
V	17	Golfing Activities on City Property	50
V	18.11	Wetlands Protection Ordinance	300
V	19	Pedestrian Use of Ways	25
V	22.3.1	Nuisance Ordinance	Not more than 300
V	24.31	Lodging Houses	300
V	26.16	Storm Sewer Discharges	100, 200, 300
V	26.17	Illicit Discharges to Municipal Storm Sewer System	300
V	27.7	Prohibition of Floor Drains	300
V	29.3.2	School Safety Zone	Up to 300
V	29.3.3	School Safety Zone	300
V	30.6	Failure to register, properly designate person/entity responsible for maintenance and security, or maintain/secure foreclosed property	300
VI	3.2	Unregistered Cars	Not more than 100
VI	4.6	Rubbish and Refuse	Not exceeding 200
VI	4.7	Trash Regulations	10% of charge or 5 whichever is greater
VI	10.10.3	Scenic Roads	300
VII	1.13	Sign Ordinance Temporary signs	300
VII	1.13.c.3	Sign Ordinance Permanent Signs	300
VII	2	City Signs	50
VII	3.2	Sign and Zoning Ordinance	Fixed by the council
VIII	2	Display of Cash Totals	Not exceeding 50
VIII	4.11	Transient Vendors, Hawkers and Peddlers	Not exceeding 300
VIII	7.6.1	Donation Collection Bins	Minimum of 50, maximum of 100
IX	3.2.5	Fire Alarm Systems	50
IX	3.3.4	Fire Alarm Connections	50
IX	3.4	Updated Fire Alarm Information	50
IX	3.5.1	Fire Alarm System Malfunctions	100, 200, 300
IX	3.6	Fire Alarm Telephone (Dialer) Device	50
IX	7.6.1	False Alarm User Penalty	50, 100, 200
IX	7.7	False Alarm Penalty for Act of Omission	100

Section 2. Inconsistency of Ordinances

Article X: Miscellaneous Provisions

So far as the former bylaws of the Town or ordinances of the City are inconsistent with these Ordinances, they are hereby repealed. In the event of a conflict between any of the City Ordinances and the City Charter, the Charter shall prevail.

Section 3. Amendments

Amendments to these Ordinances may be made pursuant to the procedures set forth in Article II of the Framingham Home Rule Charter, by a majority vote of all members of the council, subject to any further rules of procedure that may be adopted by the council, except footnoted provisions that are taken verbatim from the text of the Charter which require the additional steps to be amended as required by the Charter.

Section 4. Severability

If any provision(s) of the Ordinances of the City or the application of such provision(s) to any person(s) or circumstance(s) is(are) held invalid or unenforceable, the validity of the remainder of these Ordinances and all its provisions and the applicability of a provision(s) to another person(s) or circumstance(s) shall not be affected thereby.

Section 5. Non-Criminal Disposition of Certain Violations.

Whoever violates any provisions of these Ordinances, notwithstanding any penalty provided in Section 1, may be penalized by a non-criminal disposition as provided in M.G.L., Ch. 40, s. 21D. and enforced by the mayor or his/her designee.

A violation of any provisions of the Rules and Regulation of the Board of Health may be dealt with as a non-criminal offense in accordance with the provision of M.G.L. Ch. 40, s. 21D.

Whoever violates any rule and/or regulation of the Department of Public Works, in lieu of any other penalty provided therefore, may be penalized by a non-criminal disposition as provided in M.G.L., Ch. 40, s. 21D. The Director of Public Works or his designee, shall have the authority to enforce the above sections and issue the non-criminal dispositions.

Section 6. Framingham Special Acts of the Great and General Court

The Special Acts of the Great and General Court relative to Framingham shall be appended to these Ordinances as Appendix C within 30 days of their passage.

Section 7. Massachusetts General Laws adopted by Framingham

The Massachusetts General Laws adopted by Framingham shall be appended to these Ordinances as Appendix D within 30 days of their adoption.

Article X: Miscellaneous Provisions

Appendix A: Classification Plans of positions in the service of the City

Article X: Miscellaneous Provisions

Appendix B: Pay Plan

Article X: Miscellaneous Provisions

Appendix C: Framingham Special Acts of the Great and General Court (last updated Dec. 8, 2020)

Chapter 190 of the Acts of 2020, An Act Authorizing the City of Framingham to Amend the Income Qualifications for a Certain Tax Deferral Program;

Chapter 3 of the Acts of 2018, An Act Clarifying the Applicability of the Civil Service Laws to Employee Positions in the City of Framingham;

Chapter 410 of the Acts of 2014; An Act Relative to the Procedure for Municipal Acceptance of Subdivision Roads in the Town of Framingham;

Chapter 19 of the Acts of 2013, An Act Authorizing the Town of Framingham to Place Municipal Charge Liens on Certain Properties in the Town of Framingham for Nonpayment of Any Local Charges, Fee or Fine;

Chapter 147 of the Acts of 1997, An Act Exempting the Position of Deputy Police Chief in the Town of Framingham from the Provisions of the Civil Service Law;

Chapter 124 of the Acts of 1995, An Act Establishing An Economic Development Industrial Corporation in the Town of Framingham;

Chapter 590 of the Acts of 1987, An Act Exempting the Position of Chief of Police in the Town of Framingham from the Provisions of the Civil Service Law;

Chapter 10 of the Acts of 1987, An Act Authorizing the Town of Framingham to Appoint Non-Resident Assessors;

Chapter 126 of the Acts of 1986, An Act Exempting the Offices of Sealers and Deputy Sealers of Weights and Measures of the Town of Framingham from the Civil Service Law and Providing for the Appointment of the Sealers and Deputy Sealers of Weights and Measures by the Selectmen of Said Town;

Chapter 339 of the Acts of 1983, An Act Exempting the Office of Town Accountant of the Town of Framingham from the Civil Service Law and Providing for the Appointment of the Town Accountant by the Selectmen of Said Town;

Chapter 235 of the Acts of 1924, An Act to Annex Part of the Town of Sherborn to the Town of Framingham;

Chapter 273 of the Acts of 1890, An Act to Annex A Part of the Town of Sherborn to the Town of Framingham;

Chapter 216 of the Acts of 1871, An Act to Annex A Part of the Town of Natick to the Town of Framingham;

Chapter 26 of the Acts of 1833, An Act to Set Off A Part of Holliston, and Annex the Same to the Town of Framingham;

Chapter 21 of the Acts of 1790, An Act to Set Off the Northwestwardly Corner of Framingham in the County of Middlesex, and to Annex the Same to the Town of Marlborough in the Same County;

Chapter 60 of the Acts of 1785, An Act to Set Off Daniel Fay, Elisha Bemis, Phineas Bemis, John Leonard and Lydia Peirce, from the Town of Framingham, in the County of Middlesex, and to Annex Them to the Town of Southborough in the County of Worcester;

Chapter 133 of the Resolves of 1781, Resolve on the Petition of David Fay, Elisha Bemis and Others;

Chapter 33 of the Resolves of 1719-20, Order of Savil Simpsons Petition, Annexing His Land to Framingham;

Chapter 44 of the Acts of 1702, Order for Settling the Bounds Between the Town of Sudbury and the Farms Annexed to Framingham;

Chapter 38 of the Acts of 1700, Order for Annexing to the Town of Framingham the Farms of David Rice, Thomas Drury, and Others, adjacent to the Town of Sudbury;

Chapter 51 of the Resolves of 1700, Resolve and Order for an Explanation of a Former Order Relating to Framingham and Annexing Thereto All the Lands in Sherburne Which, in 1679, Belonged to Thomas Danforth and Were Excepted into Confirmation of the Township of Sherburne by the Grand Ct.; and,

Chapter 32 of the Acts of 1700, Order for Erecting the Plantation called Framingham into a Township by the Same Name.

Article X: Miscellaneous Provisions

Appendix D: Massachusetts General Laws adopted by Framingham

General/Session Law	Description
G.L. c. 39, §20 (accepted 4/2/1921)	Precinct voting
G.L. c. 82, §37 (accepted 4/6/1922)	Building lines
G.L. c. 44, §35 (accepted 1/20/1923)	Accounting system
G.L. c. 54, §7 (accepted 6/19/1922)	Change in voting precincts of town by BOS on own initiative or at direction of Town Meeting
G.L. c. 136, §§7-8 (accepted 9/17/1925)	Permits for Sunday work / execution of civil process on Sundays
G.L. c. 82, §25 (accepted 3/22/1926)	Sewer & Water Plan
G.L. c. 32, §85 (accepted 3/26/1931)	Pensions for police and fire
G.L. c. 139, §§1-3 (accepted 3/16/1934)	Burnt & dangerous buildings
G.L. c. 143, §§6-10 (accepted 3/26/1934)	Burnt & dangerous buildings
G.L. c. 40, §6A (accepted 5/8/1940)	Municipal advertising
Chapter 638 of the Acts of 1941 (accepted 3/27/1945) (G.L. c. 48, §58A)	70 hour Firemen's Law
Chapter 156 of the Acts of 1945 (accepted 12/26/1945) (G.L. c. 41, §111B)	Sick leave for laborers
Chapter 635 of the Acts of 1945 (accepted 6/21/1946) (G.L. c. 44, §65)	Advance payments of vacation pay to employees
Chapter 657 of the Acts of 1948 (accepted 4/4/1951)	40 hour work week
G.L. c. 32, §89A (accepted 4/2/1952)	Annuities to dependents of public employees killed or dying from injuries in performance of duties
Chapter 388 of the Acts of 1950 (accepted 4/2/1952) (G.L. c. 41,	Tenure of office for clerks

Article X: Miscellaneous Provisions

General/Session Law	Description
§§19B-19E)	
Chapter 293 of the Acts of 1953 (accepted 3/29/1955) (G.L. c. 41, §111H)	Police officers, overtime
G.L. c. 152, §69 (accepted 11/10/1955)	Workers compensation
G.L. c. 40, §8A (accepted 3/29/1956)	Industrial Development Committee
Chapter 674 of the Acts of 1953 (accepted 3/29/1956)	Municipal planning and subdivision control law
G.L. c. 40, §§42A-42F (accepted 7/3/1956)	Water rates
G.L. c. 32B (accepted March 11, 1957)	Contributory group insurance (health insurance)
G.L. c. 41, §100B (accepted 3/29/1957)	Reimbursement of medical expenses for retired police officers and firefighters retired for accidental disability reasons
Chapter 733 of the Acts of 1956 (accepted 3/29/1957) (G.L. c. 32, §89B)	Annuities to dependents of police and fire killed in the line of duty
G.L. c. 32, §77A (accepted 3/24/1958)	Pensions for widows of laborers
G.L. c. 32, §85J (accepted 3/24/1958)	Pensions of for widows of police and fire
G.L. c. 40, §8C (accepted 4/11/1961)	Establishing Conservation Commission
G.L. c. 32, §95A (accepted 12/26/1961)	Annuities to widows and children of retired employees
G.L. c. 90, §18A (accepted 11/21/1962)	Rules regulating use of ways by pedestrians
G.L. c. 41, §103 (accepted 4/11/1963)	Establishment of purchasing department
G.L. 54, §16A (accepted 6/18/1969)	Temporary election officers
G.L. c. 40, §60J (accepted 9/8/1969)	Appropriate funds for stormy weather work clothes
G.L. c. 71, §§16-16I (accepted	Establishment of regional school district

Article X: Miscellaneous Provisions

General/Session Law	Description
9/8/1969)	
G.L. c. 41, §99A (accepted 9/8/1969)	Police residency requirement within 15 miles of town border limits
G.L. c. 40, §8D (accepted 9/8/1969)	Establishing Historical Commission
G.L. c. 48, §58D (accepted 9/8/1969)	Hours of duty of permanent firefighters
G.L. c. 180, §17G (accepted 3/1/1972)	Payroll deductions for union service fees
G.L. c. 40, §22D (accepted 4/27/1973)	Traffic regulations / towing of vehicles parked in violation of law
G.L. c. 32, §99 (accepted 11/17/1981)	Advanced payments of retirement allowances during processing of application for retirement
Chapter 665 of the Acts of 1977 (accepted 7/29/1981) G.L. c. 44, §53D)	Self-supporting revolving fund for Parks & Recreation
G.L. c. 258, §13 (accepted 4/24/1981)	Indemnification of public employees for tort claims arising from acts or omissions in scope of employment
G.L. c. 90, §20A1/2 (accepted 6/10/1982)	Parking violations, regulations, etc.
G.L. c. 60A, §1 (accepted 1/1/1984)	Motor vehicle excise tax exemptions
Chapter 545 of the Acts of 1982 (accepted 6/7/1983) (G.L. c. 148, §26G)	Automatic sprinklers in buildings/additions greater than 7,500 sq ft
Chapter 339 of the Acts of 1981 (accepted 6/7/1983) (G.L. c. 44, §53E)	Offset appropriations by estimated receipts
G.L. c. 59, §5, cl. 41B (accepted 1982)	Elderly property tax exemption
G.L. c. 59, §5, cl. 37A (accepted 1982)	Property tax exemption for blind persons
G.L. c. 59, § 5, cl. 17C (accepted 1983)	Property tax exemption, surviving spouse/children domicile / elderly person
G.L. c. 64G, §3A (accepted 6/24/1988)	Local room tax

Article X: Miscellaneous Provisions

General/Session Law	Description
G.L. c. 148, §26H (accepted 6/24/1988)	Automatic sprinklers in boarding houses
G.L. c. 59, §5, cl. 17D (accepted 6/24/1988)	Property tax exemption for widows
G.L. c. 59, §5, cl. 41C (accepted 6/24/1988)	Property tax exemption for elderly
G.L. c. 32, §22D (accepted 6/19/1989)	Establishment of retirement system funding schedule
G.L. c. 40, §8G (accepted 6/19/1989)	Authorizing mutual police aid agreements with other cities and towns
G.L. c. 71, §71F (accepted 6/7/1990)	Tuition for foster care children and nonresident students
Chapter 653, §41 of the Acts of 1989 (accepted 6/7/1990) (G.L. c. 59, §57C)	Quarterly tax payments
G.L. c. 40, §57 (accepted 7/18/1991)	Denial, revocation or suspension of local licenses/permits for failure to pay municipal taxes or charges
G.L. c. 140, §147 (accepted 7/18/1991)	Dog licenses
Chapter 254, §3 of the Acts of 1990 (accepted 7/18/1991) (G.L. c. 32, §90G3/4)	Worker over age 70 accruing service
G.L. c. 148, §26I (accepted 7/18/1991)	Automatic sprinkler systems, buildings with 4 or more dwelling units
Chapter 291 of the Acts of 1990 (accepted 11/13/1991) (G.L. c. 6A, §§ 18A-18F)	Enhanced 911 service capability
G.L. c. 40, §22F (accepted 12/16/1991)	Establishing fees for permits, licenses or certificates
G.L. c. 40, §21D (accepted 3/9/1992)	Non-criminal disposition of violations of municipal bylaws, rules or regulations
Chapter 653, §40 of the Acts of 1989 (accepted 12/10/1992) (G.L. c. 59,	Buildings constructed between January 2 and June 30 deemed part of real

Article X: Miscellaneous Provisions

General/Session Law	Description
§2A(a))	property as of January 1
G.L. c. 147, §10F (accepted 12/10/1992)	Appointment of parking control officers
G.L. c. 44, §53F½ (Article 14, 5/20/1993 ATM) (amended by Article 14, 2016 ATM)	Authorization to establish water and sewer enterprise funds, later amended to establish a single utility enterprise fund (in 2016)
G.L. c. 270, §16 (Article 24, 4/29/1993 ATM)	Authorization for health agents, officers, etc. to enforcement of littering statute
G.L. c. 44, §53F (Article 13, 10/5/1994 STM)	Authorization for deposit of public funds in banking institutions in return for banking services
G.L. c. 40, §§4A, 8H (Article 11, 11/29/1994 STM)	Joint government operations/intermunicipal agreements (Section 4A) / municipal recycling program (Section 8H)
G.L. c. 40, §13 (Article 29, 4/17/1996 ATM)	Authorization for municipal buildings insurance fund
Chapter 71 of the Acts of 1996 (Article 12, 12/12/1996 STM)	Creditable retirement service for active service in armed forces
G.L. c. 32, §20A (Article 14, 4/16/1997 ATM)	Indemnification of retirement board members
G.L. c. 41, §97A (Article 15, 4/16/1997 ATM)	“Strong” police chief statute
G.L. c. 48, §§ 42-44 (Article 16, 4/16/1997 ATM)	“Strong” fire chief statute
Chapter 194, §288 of the Acts of 1998 (Article 8, 4/28/1999 ATM)	Change in eligibility for retirement benefits (joint and last survivor allowance)
Chapter 456 of the Acts of 1998 (Article 9, 4/28/1999 ATM)	Retirement cost of living adjustments for noncontributory retirees
G.L. c. 59, §59A (Article 12, 4/27/1999 ATM)	Tax abatement agreements for Brownfields sites
Chapter 166 of the Acts of 1998 (Article 13, 4/28/1999 ATM)	Tax aid funds for elderly/disabled persons

Article X: Miscellaneous Provisions

General/Session Law	Description
G.L. c. 83, §§16A-16F (Article 4, 12/4/1999 STM)	Sewer charges/assessments
G.L. c. 40, §§42G-42K (Article 30, 5/9/2000 ATM)	Water charges/assessments
G.L. c. 40, §8J (Article 28, 5/8/2002 ATM)	Establishment of disability commission
Chapter 137, §1 of the Acts of 2003 (Article 2, 3/17/2005 STM)	Compensation for public employees on military leave of absence
G.L. c. 32B, §9I (Article 3, 3/17/2005 STM)	Health insurance premiums for public employees on military leave of absence
G.L. c. 40, §60 (Article 35, 5/5/2005 ATM)	Urban center housing tax increment financing zone
Chapter 411 of the Acts of 2000 (Article 4, 10/26/2005 STM)	Retirement options for certain retirees
G.L. c. 32B, §18 (Article 10, 10/29/2008 STM)	Transfer of retirees to Medicare health plan
G.L. c. 41, §100G ¼ (Article 18, 10/30/2008 STM)	Funeral/burial expenses of up to \$15,000 of firefighters and police officers killed in line of duty
G.L. c. 71, §37M (Article 1, 4/28/2009 ATM)	Consolidation of school and city/town administrative functions
G.L. c. 64L, §2(a) (Article 19, 10/28/2009 STM)	Local meals tax
G.L. c 138, §33B (Article 3, 10/19/2010 STM)	Authorization by LLA of alcohol sales on Sundays and certain legal holidays
G.L. c. 32B, §20 (Article 18, 4/26/2012 ATM)	Establishment of OPEB Liability Trust Fund
G.L. c. 59, §5N (Article 37, 5/22/2013 ATM)	Property tax reduction work program for veterans
G.L. c. 43D, §1 et seq (Article 38, 5/23/2013 ATM)	Expedited permitting
G.L. c. 39, §23D (Article 41, 5/23/2013 ATM) (amended by City	Adjudicatory hearings; voter disqualification due to absences for Planning Board members (amended in 2019 to extend to the Board of License

Article X: Miscellaneous Provisions

General/Session Law	Description
Council Order No. 2019-105, 12/6/2019)	Commissioners, Board of Health, Conservation Commission, and the Zoning Board of Appeals)
G.L. c. 90I, §1 et seq (Article 29, 5/19/2015 ATM)	Complete streets program
G.L. c. 44, §53F¾ (Article 14, 10/20/2015 STM)	Establish PEG Account and Cable Related Fund
G.L. c. 40, §13E (Article 5, 4/25/2017 ATM)	Establish reserve fund for out of district tuition or transportation
G.L. c. 64N, §3(a) (Article 1, 10/18/2017 STM)	Authorizing local sales tax upon sale or transfer of marijuana products
G.L. c. 44, §64 (City Council Order No. 2018-015, 2/26/2018)	Payment of Bills in Excess of Appropriations
G.L. c. 59, §5(k) (City Council Order No. 2018-016, 2/26/2018)	Property Tax Liability Reduction for Volunteer Services for Persons Over Age 60
G.L. c. 41, §91 (City Council Order No. 2018-057, 6/1/2018)	Appointment and removal of constables
G.L. c. 90, §17C (City Council Order No. 2019-019, 3/5/2019)	City-wide default statutory speed limit of 25 mph on roadways not state highways that are located in a thickly settled or business district
Chapter 329 of the Acts of 1987 (City Council Order No. 2019-052, 5/21/2019)	Acceptance of local option in G.L. c. 44, §32 permitting increase in School Department appropriation by City Council, upon recommendation of School Committee, beyond amount requested by Mayor in annual budget
G.L. c. 44B, §§3-7 (adopted via ballot question passage by voters at 11/3/2020 election)	<p>Community Preservation Act Ballot Question:</p> <p>Funding source = surcharge of 1% on the annual property tax assessed on real property beginning in Fiscal Year 2022 (July 1, 2021) and by annual distributions made by the state from a trust fund created by the Act. The following will be exempt from the surcharge: (1) property owned and occupied as a domicile by any person who qualifies for low income housing or low or moderate income senior housing in the City, as defined in Section 2 of said Act; (2) \$100,000 of the value of each taxable parcel of residential real property; and (3) \$100,000 of the value of each taxable parcel of class three, commercial property, and class four, industrial property as defined in section 2A of said chapter 59. A taxpayer receiving a</p>

Article X: Miscellaneous Provisions

General/Session Law	Description
	<p>regular property tax abatement or exemption will also receive a pro rata reduction in surcharge.</p> <p>At least 10% of the funds for each fiscal year will be spent or reserved for later spending on each of the Act's three community preservation purposes: (1) open space, (2) historic resources and (3) affordable housing.</p>

Article X: Miscellaneous Provisions

Appendix E: Organizational Chart



CITY OF FRAMINGHAM

OFFICE OF THE MAYOR

Dr. Yvonne M. Spicer
Mayor

508-532-5401
mayor@framinghamma.gov
www.framinghamma.gov

MEMORIAL BUILDING
150 Concord Street, Room 121
Framingham, MA 01702

Thatcher W. Kezer III
Chief Operating Officer

December 30, 2020

The Honorable City Council
City of Framingham
150 Concord Street
Framingham MA 01702

Dear Councilors,

It is with great pleasure that I submit Dr. Maritsa Barros to serve as the Diversity, Equity, and Inclusion Officer for the City of Framingham. Dr. Barros has an impressive professional career working with grassroots programs like the Urban Scholars Initiative to currently serving as the Interim Chief Diversity Officer at Lesley University. She is a remarkable candidate with a notable background who comes highly recommended.

Dr. Barros has long been a champion of equity, inclusion, and diversity. She brings a very personal lens, as a daughter of immigrants, to view this work. She understands what it takes to build a welcoming and inclusive environment supported by policies and practices that truly reflect the diversity of a community. Framingham is fortunate to have attracted such a talented individual to assume this role.

I want to also thank those who served with me on our selection committee for their participation in the process: Reverend Dr. J. Anthony Lloyd, Dr. Connie Cabello, Dr. Lynn Moore, Dr. Esta Montano, Mr. Joseph Corazzini, and Ms. Dolores Hamilton.

Dr. Barros will be a welcomed addition to the City of Framingham.

Attached is Dr. Barros' resume and statement of professional qualifications for the Council's information.

Sincerely,

A handwritten signature in blue ink that reads "Yvonne M. Spicer".

Dr. Yvonne M. Spicer, Mayor

Maritsa Barros

118 Plymouth Drive Apt 2C • Norwood, MA 02062 • [REDACTED] • [REDACTED]

October 20, 2020

Dear Mayor, Dr. Yvonne M. Spicer:

It is with great enthusiasm that I submit my credentials for the position of Chief Diversity, Equity and Inclusion Officer for the City of Framingham, Massachusetts.

I have worked in the field of higher education serving as a champion for creating an inclusive campus experience for students of diverse backgrounds, for the past 14 years. Working with aspiring young adults of marginalized backgrounds and encouraging them to shine is the hallmark of my career. I find great reward in facilitating personal and professional growth and development through inclusive systems and practices. In my current role at Lesley University, I work collaboratively with the President and other campus leaders to develop frameworks that will interconnect individual initiatives to each other and to a larger strategic plan, showing how together the community can achieve broader university diversity and inclusion goals. In addition, my responsibilities consists of developing wrap-around programs and services that support the retention and recruitment of students from marginalized backgrounds. Creating an inclusive campus environment requires buy-in from the entire community in order for students to feel a sense of belonging and pride for the campus they consider a second home. My ability to advocate for racial equality, antiracism, representation of diversity in its broad definition, inclusion, sense of belonging for all, willingness to educate and inspire my colleagues and compassion for the work I so passionately do in pursuit of inclusive excellence allows me to have an impact as a change maker in the spaces I lead and contribute to.

My professional accomplishments are filled with examples of my commitment to and success in working to increase diversity and promote inclusive community engagement. Over the years, I have had the opportunity to experience and analyze a number colleges, their mission and strategies around diversity. I have worked in a variety of different settings including: large, small, private, public, highly selective, and liberal arts colleges. As the Executive Director of the Urban Scholars Initiative (USI) at Lesley University I have had the pleasure and honor in developing and growing the hallmark program of diversity retention on-campus. This unique position has allowed me to use a cross-sectional and cross-cultural approach to create change in the sense of belonging for the students we serve on-campus. The experiences of USI students serves as a catalyst to examine university practices of inclusion across campus. As the Chair of the President's Diversity Advisory Committee and now the Interim Diversity Officer at Lesley University I have had the opportunity in a short time to lead the university in re-establishing its commitment to diversity, equity, and inclusion and have supported the university President in working to infuse the practices of inclusive excellence into the very fabric and day to day practices across the university. The university is in the process of transformation as all campus leaders are owning the work of diversity as part of their responsibility as well. I have managed to do all of this with quality results, all while working to complete my doctoral degree and research on the lived experiences of Chief Diversity Officers at predominately white institutions in the northeast region of the United States, and while becoming a mom of two.

The opportunity to continue expanding my reach, influence, and ability to impact change widely on the city level is an appropriate and attractive next step in my career. It has always been a part of my vision and career goals to serve, assist and advise at a city-wide level assisting the mayor and other leaders in efforts related to diversity, equity, and inclusion. With my roots deeply planted in personal and professional experiences around the matters of equity, social justice, and as a long-standing, deeply invested citizen of Massachusetts and past resident of Framingham, I bring a unique set of skills and knowledge to this position. I have the ability to think "outside of the box" and the courage to challenge the "status quo." Addressing a variety of small and large audiences is the mainstay of city professionals. I enjoy public speaking and group facilitation; it comes natural to me. My experiences provide me with a rich understanding of the value of being creative, resourceful, organized, communicating clearly, and investing in the appropriate systems and best practices required for successful outcomes.

I trust you will see via my CV I am an accomplished educational professional ready for the next step and challenge in my career. I thrive in a fast-paced environment and approach all tasks with diligence, a positive attitude, and a sense of humor. I am invested in personal and professional development and am committed to mentoring and supporting individuals as they work on their social self-development towards cultural competency. I am the results-oriented executive leader you seek to educate, inspire and lead the City of Framingham as the Chief Diversity, Equity and Inclusion Officer.

I am convinced I will be an asset and committed contributor of the necessary changes to improve the city's environment in Framingham towards inclusivity. I have so much more to share about my background, experiences, positionality, and passion for this opportunity in particular. I look forward to discussing my candidacy very soon.

Thank you for your thoughtful consideration. I may be reached by phone at [REDACTED] or by e-mail at [REDACTED].

Sincerely,

A handwritten signature in cursive script that reads "Maritsa Barros".

Maritsa Barros

Maritsa Barros

118 Plymouth Drive Apt 2C Norwood, MA 02062
Cell Phone: [REDACTED], Email: [REDACTED]

ADMINISTRATIVE EXPERIENCE

- Interim Chief Diversity Officer, Lesley University, 2020
- University Council, Chair, Lesley University, 2020- Present
- University Council, Vice-Chair, Lesley University, 2019-2020
- Associate Diversity Officer and Executive Director, Urban Scholars Initiative, Lesley University, 2017-2020
- Director, Urban Scholars Initiative, Lesley University, 2013-2017
- Assistant Director of Admissions, Framingham State University, 2011-2013
- Assistant Director of Admissions, Multicultural Recruitment, Massachusetts College of Liberal Arts, 2008-2011
- Admissions Counselor, Undergraduate Admissions, Northeastern University, 2006- 2008

EQUITY, INCLUSION, & JUSTICE INITIATIVES

- Campus-Wide DEI Reset Training for Faculty & Staff. Race & Antiracism (Unconscious Bias). Creator, Trainer and Facilitator. September 2020
- Campus-Wide DEI Reset Training for all students. Historical Legacy of Oppression and Cycle of Socialization. Creator, Trainer and Facilitator. September 2020
- Community-Wide Virtual Forum, Conversations about diversity, equity, and inclusion, 390 participants, June 2020
- Lesley University. Diversity Council. Chair. 2019-2020
- Lesley University. Diversity Council. Co-chair. 2018-2019
- Exploring Self Identity & Our Socialization. First Year Experience Student Diversity Workshop Series. Coordinator and Content Creator. Lesley University. June 2020- Present.
- Exploring Self Identity & Our Socialization. First Year Experience Student Diversity Workshop Series. Facilitator. Lesley University. 2018- 2019
- Bias Education & Response Team Responder Monthly Training. Lesley University. Content Creator and Coordinator 2018- Present
- Undergraduate New Student Orientation. DEI + You Workshops on Systemic Oppression. Content Creator, Trainer and Facilitator. July 2020
- Graduate New Student Orientation. DEI + You Workshop on Race Dialogues. Content Creator, Trainer and Facilitator. August 2020
- Lesley University. Diversity Council. Courageous Conversations on Race. Founder, Content Creator and Facilitator. 2018 & 2019
- Urban Scholars Initiative. Intensive Summer Transition Week. Program Creator, Trainer, Facilitator, Coordinator, Motivational Speaker. 2014-Present
- Urban Scholars Initiative. Master Class Series. Coordinator and. 2013- Present.
- Restorative Justice Facilitation and Implementation Workshops. Facilitator. Lesley University. 2019- Present.
- New Student Diversity Symposium. Content Creator and Facilitator. Lesley University. 2018- Present.
- Lesley University. Faces of Lesley Contributor. 2019
- Lesley University. New Student Convocation Speaker. 2017-2018
- Nicholas College. Institute for Women's Leadership & Men of Distinction, Women's Empowerment Event. Keynote Speaker. 2018
- University of Massachusetts Dartmouth. College Now, Share the Dream Banquet. Alumni Speaker. 2017
- Lesley University. Co-Founder of Selase Williams Unity Gala. 2016- Present.
- University of Massachusetts Dartmouth. Frederick Douglass Unity House, Alumni Dinner. Alumni Speaker. 2016
- University of Massachusetts Dartmouth. Leadership Recognition Banquet, Pillar of the Community, Alumni Speaker. 2016
- Lesley University. C3/Connecting Communities of Color. Committee Member. 2014-2016
- Framingham State University. Suitable Solutions Fashion Show. Fashion Show Coordinator and Host, 2013, 2015

EDUCATION

Northeastern University, Boston, MA

Doctor of Education (EdD)

Expected Date of Graduation: September 2020

- Specialization: Organizational Leadership
- Research: Lived Experiences of Chief Diversity Officers at predominately white institutions in the northeast region of the U.S.

Northeastern University, Boston, MA

College Student Development and Counseling (M.S.)

Date of Graduation: June 2007

- Practicum Experience: Advisor to Northeastern University Cape Verdean Student Association (300hrs)
- Research includes a case study on the lack of success in recruiting and retaining Multicultural students.

University of Massachusetts at Dartmouth, N. Dartmouth, MA

Bachelor's Degree: Psychology

Date of Graduation: May 2005

Minor: African & African American Studies

PROFESSIONAL EXPERIENCE

Lesley University, Cambridge, MA

August 2020 – Present

Interim Chief Diversity Officer

Inclusive Excellence Vision & Planning

- Works with President to craft six-month DEI goals for each cabinet member
- Implements Inclusive Excellence Framework to guide strategic diversity planning.
- Provides the leadership and vision to develop, implement and assess Lesley's Inclusive Excellence strategy, including progress with diversity engagement and intercultural learning.
- Manages team of one professional staff and two graduate assistants.
- Identifies and advances evidence-based priority diversity goals for each fiscal year.
- Serves as a member of the President's Cabinet

Campus Partnerships on Diversity Initiatives

- Partners with President and Chief Marketing Officer to keep communications about all DEI matters timely and proactive
- Partners with Chief Academic Officer and Provost, Dean of Students, Human Resources, Academic Deans, faculty and mid-level Directors to develop and provide customized professional development opportunities that deepen awareness on issues tied to social identity and that build intercultural competence.
- Partners with Legal Counsel, Human Resources, Provost and Interim Equal Opportunity and Title IX Coordinator to make the systems of complaints in the university responsive and effective and complete all outstanding matters quickly
- Administers and supports new goals for Lesley University Diversity Council as aligns with the University DEI goals.
- Supports Deans and Program Directors with data collection, assessment and action planning on school level initiatives and projects within Graduate School of Education, Graduate School of Arts & Social Sciences, College of Liberal Arts & Science, and Lesley Art & Design.
- Supports the Dean of Students and Director of Student Activities to develop Diversity training for students college-wide
- Partners with Human Resources to hire Director of Multicultural Affairs and Student Inclusion and Equal Opportunity & Title IX Coordinator
- Supports planning, coordination, facilitation and/or collaboration with student events and programs through Multicultural Affairs & Student Inclusion office.
- Hires Graduate Assistants to support the office of DEI in the areas of: institutional diversity projects, LGBTQIA+, and health education & prevention
- Supports and advises the work of CommonLYNX. Staff Training, Internship Advisor, Retreat Chaperone, expanded program to offer Courageous Conversations for student, to be led by students

Bias Response and Social Justice Education Programs

- Oversees establishment, coordination of, and training for the Bias Education & Response Team consisting of 16 faculty and staff members.
- Oversees establishment, coordination and training within Diversity Practitioner Program for 12 faculty and staff members charged with leading social justice education workshops.
- Supports the conversion of Restorative Justice Certificate program in preparation of virtual delivery
- Partners with Interim Title IX Coordinator as consultant on regulations and guidelines related to diversity, inclusion, and nondiscrimination in higher education, including Title IX, Title VI, Title VII, Clery Act, ADEA, ADA, and Section 504

Advocacy

- Serves as an advocate across Lesley on diversity, equity and inclusion matters for all students, family, employee and alumni stakeholders.
- Serves as an advocate to center the experience and voice of BIPOC students across Lesley

Lesley University, Cambridge, MA

June 2017 – July 2020

Associate Diversity Officer and Executive Director of the Urban Scholars Initiative (USI)

Chair of President's Diversity Advisory Committee

- Built on the existing perspectives on Diversity, Equity and Inclusion at the University to inform the Campaign for Inclusive Excellence.
- Determined and agreed upon position title and led committee on articulating the priorities and goals for the new Vice President Justice, Equity, and Transformation.
- Led the committee in delineating the desired expertise, capabilities and qualities of the Vice President Equity, Inclusion, and Justice.
- Advised the Vice Chairs on the optimal representation of the DEI search committee.
- Accomplished the above goals within four weeks in order to sunset the committee's charge by turning over its recommendations and work to the President, Board, Cabinet, Deans, DEI, LUDC and the search committee.

Associate Diversity Officer

- Served as a centralized resource to assist program directors and coordinators in creating collaborative and complementary solutions and while ensuring that they understand their contribution to the larger university strategy for success
- Managed strategies for effective recruitment, retention, professional development and training that contributed to innovative outcomes for staff, faculty, and students as they engage, teach, and study in a culturally diverse environment.
- Assisted in identifying broad educational initiatives to address ways of creating a diverse, inclusive and welcoming environment for all students studying at Lesley.
- Served on committees related to diversity and inclusion, at the discretion of the CDO, and will provide management, direction, advice and/or implementation of university-wide programs designed to recruit, retain, and support diverse pools of undergraduates.
- Identified the origins of gaps in services, outcomes, and graduation rates through data-supported evidence, and sought out solutions with consideration of existing programs and other new initiatives which may have been needed
- Collaboratively examined areas of intersectionality that would affect climate or retention (race, gender identity, first generation, ability, class, etc.)
- Maintained ongoing communications with undergraduates regarding diversity education events, and initiatives designed for specific groups
- Established excellent relationships with those in the Provost's office, and others providing resources needed (data, financial aid, residence life services, admissions, law enforcement, Academic Affairs, College of Arts and Sciences, the College of Art & Design and others), especially those managing existing diversity and inclusion programs across Lesley

- Regularly communicated with the Lesley community about the importance of Inclusive Excellence, key initiatives, and progress in implementing key initiatives
- Worked with the Director of Institutional Research to establish inclusive excellence benchmarks, and build an inclusive excellence management dashboard that reflected inclusive excellence data and assessment metrics.
- Served as an advocate for the Lesley community on issues of inclusive excellence
- Ensured the continued growth and influence of the Office Multicultural Affairs & Student Inclusion; supervised the Interim Coordinator of MASI Events.

Urban Scholars Initiative

- Supervised and trained two Student Success Coaches of Urban Scholars Initiative
- Developed and facilitated summer transition experiences and wrap-around support services for enrolling USI students
- Coached all USI upperclassmen students enrolled at Lesley.
- Organized monthly seminar sessions for the entire group to build life-long success skills
- Served as liaison between Lesley University and USI partner organizations
- Recruited and transitioned new community partners
- Together with the Admissions Director/team, developed strategic plan for student recruitment in greater Boston/Cambridge high-school travel territory
- Served as a member of the Admissions Committee to review USI student applications on the bubble
- Supported on-campus events as it pertains to the development and recruitment of USI students and partners.
- Communicated regularly with Assistant Director of Admissions, USI Specialist.
- Worked closely with the office of institutional research to develop assessment tool for the summer transition experience, the first year and wrap –around services of support.
- Tracked student performance and engagement, disseminates data to key campus constituencies
- Assessed activities and recommended changes to increase enrollment and academic success
- Served as a liaison between the donors and the program objectives.
- Offered feedback about USI to potential donors.
- Supported the advancement team in their efforts to raise funds for USI
- Assisted in the development of marketing materials for program recruitment and fundraising.
- Assisted in the development of website and web content.
- Coordinated logistics for event planning as needed

Lesley University, Cambridge, MA

August 2013 – June 2017

Director of the Urban Scholars Initiative (USI)

- Developed and facilitated USI program including summer transition experiences and wrap-around support services for enrolling USI students
- Recruited first cohort for the USI program
- Supervised and trained Assistant Director of Urban Scholars Initiative
- Coached all USI students enrolled at Lesley throughout the first year and beyond.
- Organized monthly seminar sessions for the entire group to build life-long success skills
- Implemented and oversaw a Peer Mentor program
- Served as liaison between Lesley University and USI partner organizations
- Recruited and transitioned new community partners
- Together with the Admissions Director/team, developed strategic plan for student recruitment in greater Boston/Cambridge high-school travel territory
- Served as a member of the Admissions Committee to review USI student applications on the bubble
- Supported on-campus events as it pertains to the development and recruitment of USI students and partners.
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- Served as a liaison between the donors and the program objectives.
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- Assisted in the development of marketing materials for program recruitment and fundraising.
- Assisted in the development of website and web content.
- Coordinated logistics for event planning as needed

Framingham State University, Framingham, MA

July 2011-August 2013

Assistant Director of Admission, Diversity Outreach and Recruitment,

- Assisted with the recruitment and selection of prospective freshmen and transfer applicants for Framingham State University with specific emphasis on multicultural student recruitment, early college awareness, and college going advocacy. Weekend and evening work, a valid driver's license, and access to reliable transportation is required.
- Developed divisional strategic plan for diversity outreach and recruitment, including oversight of scholarship for Boston Public School students.
- Liaison with the Office of Multicultural Affairs, First-Year Programs, and Center for Academic Advising & Support to ensure first-year success of specially recruited populations.
- Assisted with managing the Welcome Center, with specific oversight given to the campus visit operation (e.g., campus tours, information sessions, group visits, open houses, on-campus events targeted to high school/transfer students, etc.) to ensure a welcoming experience for all persons including those from diverse backgrounds (e.g., race, gender, ethnicity, sexual orientation, etc.).
- Managed the Student Admission Representative Program
- Assisted with the coordination of high school and community college visits as well as college information programs for parents, students and counselors; travels to high schools, community colleges and college informational fairs and attends programs on-and-off- campus as required. Establishes and maintains relationships with community-based organizations committed to early college awareness, readiness, and access (e.g., Upward Bound).
- Met with prospective students and communicates application procedures to students, parents, high school counselors, and community college advisors.
- Served as member of the Admissions Committee and makes recommendations on admissibility to the University.
- Conducted admissions information sessions (individual and large group formats).
- Assisted with preparation of statistical data/reports appropriate to the Admissions Office.
- Assisted with the evaluation of publications, programs, and overall recruitment strategies of the Admissions Office.
- Served on special and/or standing committees of the University.
- Assumed responsibility for special projects as assigned.
- Strove to maintain and augment knowledge and skills in the admissions field through advanced study, professional activities or participation in conferences, seminars, workshops and similar professional gatherings.
- Supervised other professional, classified and student employee personnel assigned to the Admissions Office (at the direction of the Director of Admissions).
- Ensured that affirmative action, equal opportunity and diversity are integrally part of all actions and decisions within the scope of duties.
- Served as an instructor for Freshmen Foundations Seminar courses.

Massachusetts College of Liberal Arts, North Adams, MA

September 2008-July 2011

Assistant Director of Admission, Multicultural Recruitment

- Represented the College at various recruitment activities for the purpose of recruiting students to the College, i.e. college night programs, high school visits, mini high school fairs, and other related events.

- Responsible for implementation and further development of MCLA's Multicultural Recruitment Program with the goal of increasing enrollment to the College. At the completion of the second enrollment cycle MCLA has experienced a four-seven percent increase in Multicultural recruitment.
- Coordinated and executed four Multicultural Overnight and access programs during the academic year targeting major urban areas in the Northeast region.
- Developed a Multicultural Admission Student Squad designed to gain the full support and participation of current students, specifically ALANA (African American, Latino (a), Asian, Native American) in the efforts of increasing diversity on campus. Also, enlist participation of the admission staff, faculty and administrative staff. 60 students served about 100 volunteer hours as a group for academic year 2009-2010.
- Provided a flexible Saturday Visit Option to provide access to first-generation college students who participate in college access programs, i.e. Upward Bound, Year Up, Gear Up, etc.
- Increased the population of Multicultural students by 47% within first the two years.
- Served as the admissions liaison with the Learning Services Office by evaluating admission applications for students interested in the Individual Enrichment Summer Session.
- Responsible for completing evaluations of first-year student applications and academic criteria and renders admission decisions in a timely fashion.
- Served as admission contact and counselor responsible for evaluation of International students.
- Responsible for the organization and scheduling of high school visits and all travel arrangements within designated travel territory, Boston and New York City.
- Managed a \$10,000 scholarship selection committee for a student from the Harlem Children's Zone.
- Served on campus committees, i.e. Students Affairs Committee (sub-committee: High Impact Experiences) and Diversity Taskforce.
- Served as a mentor to current students during the Individual Enrichment Summer Sessions and beyond.
- Served as an Advisor to a number of ALANA student organizations. Supports students in the development and creation of new ALANA organizations.
- Production Manager of the 2009 Black Student Union Fashion/Talent Show.
- Member of the Northern Berkshire Coalition Board
- Co-Chair of Diversity Taskforce at MCLA
- Co-Chair of Margaret Hart Scholarship Committee
- Public Speaking facilitator for Individual Enrichment Summer Session
- Creative Director for publication photo shoots

Northeastern University, Boston, MA

March 2006-August 2008

Admissions Counselor, Undergraduate Admissions

- Displayed high-quality customer service to prospective students, parents and guidance counselors daily
- Conducted interactive information sessions to groups of 10-200 visitors daily
- Counseled prospective students and their families through the admissions process as well as corresponded with guidance counselors regarding processes, policies and information.
- Evaluated applicants for admission into the University through file review and meetings
- Launched and oversaw a program where 20-30 students were trained to return to their high schools to talk about their college experience
- Coordinated Class Visit Program- granted double the amount of visits from previous year
- Represented Northeastern at Boston area to college fairs and high school visits
- Advocated successfully for students through the admissions process

TEACHING EXPERIENCE

- Freshmen Foundations Seminar Course. Framingham State University. Fall College Course. Instructor. 2012-2013.
- Individual Enrichment Summer Sessions. Massachusetts College of Liberal Arts. Summer College Course. Instructor. 2009-2010

AWARDS & CERTIFICATIONS

- Restorative Justice Facilitator. Skidmore Project for Restorative Justice. Certified 2019.

- Bringing in the Bystander Training. Prevention Innovators Research Center (PIRC). Certified 2018.
- Lesley University Impact Award Recipient. 2018
- Strategic Management Problem Solving Training. Lesley University. 2017.
- Pillar of the Community: The Dean Donald C. Howard Student Leadership Award. UMass Dartmouth, 2005
- Office of Student Activities All-Stars Leadership Award. UMass Dartmouth. 2005
- Madison's Who's Who of Professionals 2007-2008

ADVISORY EXPERIENCE

Lesley University

USI Men's Affinity Group	2014 - 2016
USI Women's Affinity Group	2014 - 2016
Black Student Union	2015 – 2017
QUEEN (Women of Color Affinity Group)	2016 - 2018
USI Student Advisory Council	2015 - 2018

Framingham State University

Cape Verdean Student Association	2011 - 2013
Black Student Union	2012 – 2013

Massachusetts College of Liberal Arts

Cape Verdean Student Association	2010 - 2011
Multicultural Student Association	2009 – 2011
Nexus Step Team	2009 - 2011

Northeastern University Boston, MA

Cape Verdean Student Association	2007 - 2008
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COMPUTER & SOFTWARE

- Cypher Worx, Office 365, Outlook, Word, Excel, Power Point, Banner, School Dude, 25Live, Blackboard Learn, Oracle, Zoom, TEAMS, Social Media

ADDITIONAL SKILLS

- Fluent in *Kriolu* of Cabo Verdean and English
- Familiarity with Portuguese
- MA Licensed Realtor, Triple 7 Real Estate

CITY COUNCIL
CITY OF FRAMINGHAM
THURSDAY, NOVEMBER 5, 2020 – 7:00 PM
REMOTE ACCESS
150 CONCORD STREET

Council Members Participating Remotely:

9	George P. King, Jr., Chair	15	Philip R. Ottaviani, Jr.
10	Tracey Bryant	16	Margareth B. Shepard
11	Michael A. Cannon	17	John A. Stefanini
12	Robert Case	18	Adam Steiner
13	Janet Leombruno	19	Cesar Stewart-Morales
14	Christine Long		

Absent: All members were present via remote participation.

Staff Participating Remotely: Thatcher Kezer, Chief Operating Officer; Mary Ellen Kelley, Chief Financial Officer; Will Naser, Chief Assessor; William Sedewitz, Chief Engineer and Chair of the Traffic Commission; Kevin Shea, Director of Planning and Community Development.

CALL TO ORDER

At 7:00 PM Chairman King called the meeting to order. He briefly reviewed the agenda, noting that it was lengthy.

PUBLIC PARTICIPATION

Mr. Gerry Bloomfield spoke briefly about various matters including apartment moratorium, COVID-19, Golden Mile traffic, increasing water and sewer bills, diversity in Framingham, and the Community Preservation Act.

Interview with Recommended Candidate for position of Executive Assistant of the City Council

Chairman King reported that the candidate could not be present this evening due to a work commitment at her current job. He suggested a brief meeting on Tuesday, November 10, and asked if there were any objections. There were none.

PUBLIC HEARINGS/DISCUSSIONS

Continued Public Hearing: Citizen Petition on Establishment of a Dog Park Commission (continued from March 31, 2020; June 30, 2020; and September 3, 2020)

Present: Thom Begin, Deputy Director, Parks and Recreation; Shannon Stevens, advocate.

Mr. Begin noted that a very detailed presentation was shared for the public meeting last week. It was included in the background materials and is posted on the website. He opted to provide an oral summary tonight in the interest of time. There were 40 attendees on the Zoom meeting, and many more on Facebook Live. Additional viewers tuned into the Government Channel broadcast. He explained the sites that were

1 being considered, two of them being on Dudley Road. He spoke briefly about these sites, noting that the
2 third site, a location on Temple Street, was removed from consideration due to resident concerns. He
3 explained how to find the updated information on the website, noting that the survey will also be updated.
4 They are also soliciting input via City email and identified those. Sometime in mid- to late-November all
5 the collected information will be reviewed with a goal to return to the public in early December with a
6 conceptual rendering of the Dudley Road South site which is the favored location.

7
8 Mr. Begin noted they are continuing to meet with stakeholders, animal control, acting police chief and
9 others. They will also be meeting with people in Natick who established a successful dog park as they may
10 be able to share some tips for success.

11
12 Brief discussion followed. Ms. Shannon Stevens added that everyone has been working hard, and they
13 were thrilled with the attendance at the public meeting. She noted that FramBark folks are very happy with
14 the preferred location as it is accessible and provides many opportunities. We want to maintain a
15 partnership with Parks and Recreation, making sure we are continuing to engage both the City and the
16 public in this endeavor and utilizing the park going forward. We want to be a great community partner.

17
18 Mr. Case asked about any traffic concerns with the preferred location, noting that a resident had reached
19 out to him from the Mt. Wayte area. Mr. Begin responded he did not know, clarifying that the Parks
20 Department does not evaluate traffic. He explained that the area is part of a network which connects to
21 other areas via sidewalks, adding that parking opportunities are available in nearby areas. We try to locate
22 a facility in an area that is easily accessible with nearby parking options.

23
24 Mr. Steiner thanked Ms. Stevens and Mr. Cannon for their efforts in keeping the momentum going on this.
25 He emphasized that it's important to address concerns ahead of time and take them into consideration as
26 the presentation demonstrated.

27
28 Brief discussion followed during which it was noted that a proposed architectural rendering would be
29 presented to the Council in January. At that time, Parks and Recreation will ask for a letter of support which
30 would be part of a grant application due in January.

31
32 **Mr. Cannon made a motion to continue the public hearing to the first City Council meeting in 2021; Ms.**
33 **Leombruno seconded.** Ms. Kathy McCarthy precinct 10, District 6, expressed concern for the Temple Street
34 site, hoping it is not still being considered. Chairman King responded that the primary site is located on
35 Dudley Street. Mr. Begin confirmed that the two Dudley Street locations are the ones being considered.
36 Mr. Ottaviani reported that the developer at the Bancroft Building on Fountain Street is said to have
37 donated money which could be applied to dog park expenses. Mr. Begin clarified that funds were
38 contributed but were for potential audio upgrades for the Loring Arena. **ROLL CALL VOTE: 11-0-0 (Bryant,**
39 **aye; Cannon, aye; Case, aye; King, aye; Leombruno, aye; Long, aye; Ottaviani, aye; Shepard, aye; Stefanini,**
40 **aye; Steiner, aye; Stewart-Morales, aye).**

41
42 Public Hearing: Order 2020-099 -- FY2021 Tax Classification and consideration of a residential factor
43 Present: Will Naser, Chief Assessor; Mary Ellen Kelley, Chief Financial Officer.

44
45 At 7:27 PM Chairman King convened a public hearing to present information relative to the FY2021 Tax
46 Classification and the City Council's consideration of a residential factor. The public will be allowed to
47 comment.

1 Utilizing a PowerPoint presentation, Mr. Naser began with identifying the Board of Assessors members as
2 well as the staff in the Assessors' Office. He reviewed historical information, the formula, different
3 categories of assessment values, and related topics. He concluded the presentation by reminding the
4 Council of the options they must vote, i.e., Open Space Discount, Residential Exemption and Small Business
5 Exemption. Chairman King asked Mr. Naser to leave up the slide that depicts estimated tax rates at
6 different levels. It was noted that 1.71 is the lowest rate the City has set since 2004. Councilors were asked
7 to consider the rates while the discussion continued.

8
9 Mr. Stefanini theorized that the tax rate has had a detrimental impact on commercial parcels, adding that
10 the ability to offset commercial taxes has not been successful as that would push the burden back to the
11 residential side. He suggested a 1.71 tax rate that would help to equalize things. Commercial parcels would
12 then not seek to become residential in order to combat the high tax.

13
14 Mr. Steiner, Chair of the Finance Subcommittee, pointed out that taxes should be considered during the
15 overall budget preparation process. He spoke briefly about the 60/40 ratio previously utilized in
16 Framingham and suggested it as a guideline. We need to focus efforts on things that will aid in economic
17 development. Mr. Steiner added that the Chief Financial Officer's recommendation was to accept the 1.72
18 shift and to not accept any of the options/exemptions. The Finance Subcommittee voted 5-0 to support
19 this recommendation. Mr. Steiner offered that recommendation in the form of a **motion, specifically, to**
20 **adopt the 1.72 CIP shift and to not adopt the Open Space Discount, Small Business Exemption or the**
21 **Residential Exemption; Ms. Long seconded.** At this time, Ms. Kelley reported that Mayor Spicer agrees
22 with the position of the Finance Subcommittee to maintain the 1.72 shift and not reallocate the tax burden.

23
24 Brief discussion followed. With respect to appraisal of properties, Mr. Naser responded that each year the
25 Assessors' Office looks at real estate sales and adjusts its process accordingly. A physical assessment of a
26 property is required every ten years by the state; a sale, however, triggers an assessment, as does the
27 issuance of any permits for renovation or repair. Assessors also perform a cyclical inspection of properties
28 for those properties that have not been sold or renovated to make sure they have not been somehow
29 excluded from the assessment cycle every five years.

30
31 **Mr. Stefanini offered an amendment to the motion reducing the shift to 1.71 from 1.72; Ms. Leombruno**
32 **seconded.** Ms. Kelley responded that the 1.72 represented an approximate \$23 increase to the average tax
33 bill. Brief discussion followed during which the following points were raised: (1) the 1.71 is moving away
34 from the 60/40 split; (2) businesses already seeing reduced tax bills due to decreased value; and (3) this
35 may not be the year to shift the burden to residential properties. **After discussion, Mr. Stefanini withdrew**
36 **his amendment.**

37
38 **ROLL CALL VOTE on a CIP shift of 1.72 and no discounts or exemptions: 11-0-0 (Bryant, aye; Cannon, aye;**
39 **Case, aye; King, aye; Leombruno, aye; Long, aye; Ottaviani, aye; Shepard, aye; Stefanini, aye; Steiner, aye;**
40 **Stewart-Morales, aye).**

41
42 Thank you to the Board of Assessors and the staff in the Assessors' Office.

43
44 At 8:26 PM the public hearing was concluded.

45
46
47 Order 2020-100 -- Upon Request of the Traffic Commission consideration of removal of parking restriction
48 on a portion of Shawmut Terrace near Learned Pond beach

49 Present: William Sedewitz, Chair of the Traffic Commission

1 Mr. Sedewitz stated that the current parking regulations prohibit parking on both sides of the street; the
2 commission considered allowing it on the beach side of the roadway. We will continue to monitor the need
3 for changes in signage. This parking change would be permanent. Brief discussion followed during which
4 it was noted that it has been three years since work on this began. Concern was expressed that it was
5 difficult for people to go to the beach when they were not working due to the pandemic, yet the parking
6 was prohibited.

7
8 **Mr. Ottaviani made a motion to accept the recommendation of the Traffic Commission to remove the**
9 **parking restriction on Shawmut Terrace as identified; Ms. Leombruno seconded. No discussion. ROLL**
10 **CALL VOTE: 11-0-0 (Bryant, aye; Cannon, aye; Case, aye; King, aye; Leombruno, aye; Long, aye; Ottaviani,**
11 **aye; Shepard, aye; Stefanini, aye; Steiner, aye; Stewart-Morales, aye).**

12
13 Order 2020-101 -- Upon Request of the Traffic Commission consideration of the following relative to
14 Marble Street: (a) installation of stop sign at both ends of the street, and (b) parking restriction at the
15 Blandin Avenue end of the street

16 Present: William Sedewitz, Chair of the Traffic Commission.

17
18 Mr. Sedewitz reported there are two components to this item, one of which is related to intersection
19 improvements in the area. The roadways are narrow so it makes sense to prohibit parking.

20
21 **Mr. Case made a motion to accept the recommendation of the Traffic Commission to install stop signs at**
22 **both ends of Marble Street, and to establish a parking restriction on the Blandin Avenue end as presented;**
23 **Mr. Ottaviani seconded. No discussion. ROLL CALL VOTE: 11-0-0 (Bryant, aye; Cannon, aye; Case, aye;**
24 **King, aye; Leombruno, aye; Long, aye; Ottaviani, aye; Shepard, aye; Stefanini, aye; Steiner, aye; Stewart-**
25 **Morales, aye).**

26
27 Order 2020-102 -- Upon Request of the Traffic Commission consideration of the prohibition of on-street
28 parking along the north side of Boris Way

29 Present: William Sedewitz, Chair of the Traffic Commission.

30
31 Mr. Sedewitz stated that there have been ongoing traffic concerns in this area. Boris Way is a narrow
32 roadway, and based on feedback from abutters, the Traffic Commission voted to prohibit on-street parking
33 on the north side.

34
35 **Mr. Ottaviani made a motion to accept the recommendation of the Traffic Commission to prohibit on-**
36 **street parking on the north side of Boris Way; Ms. Leombruno seconded. No discussion. ROLL CALL VOTE:**
37 **11-0-0 (Bryant, aye; Cannon, aye; Case, aye; King, aye; Leombruno, aye; Long, aye; Ottaviani, aye;**
38 **Shepard, aye; Stefanini, aye; Steiner, aye; Stewart-Morales, aye).**

39
40 Order 2020-103 -- Upon Request of James Green consideration of a petition to the General Court of the
41 Commonwealth for a Special Act relative to continuation of service with the Framingham Police
42 Department

43 Chairman King reported that, due to state law, police officers are required to retire at age 65. A special
44 act by the Legislature is necessary in order for the individual to continue working as a police officer past
45 age 65.

46
47 Mr. Ottaviani stated that he spoke with Officer Green who wishes to continue working, adding that Officer
48 Green is a Framingham resident and the Police Officers Union supports this petition. At this time, **Mr.**
49 **Ottaviani made a motion to approve the request and forward it to the Mayor to submit it on behalf of**
50 **the City relative to Officer Green; Ms. Leombruno seconded.**

1
2 Ms. Long expressed concern that, as she was not familiar with this process, the Council seek an opinion
3 from the City Solicitor. Is there a financial consideration on the part of the City? Mr. Stewart-Morales
4 pointed out another consideration is that we will hopefully soon be approving a new Police Chief
5 appointment and this is something he should weigh in on. He offered an **amendment that the matter be**
6 **referred to the City Solicitor for an opinion; Ms. Bryant seconded.** Chairman King noted that the
7 amendment is a contrary motion, as there is already a motion on the table. At this time, **Mr. Ottaviani**
8 **offered to withdraw his motion** in order to have the new Police Chief weigh in. Discussion followed. **Mr.**
9 **Stewart-Morales made a motion to postpone this matter until November 17; Mr. Ottaviani seconded.**
10 Mr. Cannon offered a **friendly amendment to ask for opinion of Deputy Chief Baker; Mr. Stewart-Morales**
11 **accepted the amendment.** Brief discussion followed on what input is sought from the City Solicitor.

12
13 **ROLL CALL VOTE on amended motion to postpone until November 17 and request input from Deputy**
14 **Chief Lester Baker: 11-0-0 (Bryant, aye; Cannon, aye; Case, aye; King, aye; Leombruno, aye; Long, aye;**
15 **Ottaviani, aye; Shepard, aye; Stefanini, aye; Steiner, aye; Stewart-Morales, aye).**

16
17 Order 2020-104 -- Upon Request of the Planning & Zoning Subcommittee consideration of the Economic
18 Development Strategic Plan RFP (*final draft*)

19 Present: Kevin Shea, Director, Planning and Community Development.

20
21 Mr. Shea explained that his department was asked to put together an RFP and a final draft has been
22 prepared. Language involving the moratorium has been included in this. He read a portion of the language
23 from the RFP. Over several Planning & Zoning Subcommittee meetings along with a working group,
24 comments from those meetings have been considered as well. There are three separate task categories,
25 some of which are a follow-up to previous plans and actions.

26
27 Ms. Long, Chair of the Planning & Zoning Subcommittee, noted that the subcommittee met with Mr. Shea,
28 with DPW and EDIC, as well as a number of additional participants from the Historical Commission, Historic
29 Districts Commission, the Building Commissioner and others. The Department of Public Works is working
30 with the department to develop the Traffic RFP in concert with this draft RFP. She stressed that they wanted
31 to focus on the Central Business District with emphasis on multi-use development. Brief discussion
32 followed. It was noted that the subcommittee voted 3-0-0 to recommend favorable action with revisions
33 given to Mr. Shea.

34
35 **Ms. Long made a motion to accept the draft RFP as presented; Mr. Cannon seconded. Mr. Cannon**
36 **suggested that, under normal circumstances, something like this would be referred to the Economic**
37 **Development Subcommittee, but acknowledged there is some urgency in this matter. ROLL CALL VOTE:**
38 **11-0-0 (Bryant, aye; Cannon, aye; Case, aye; King, aye; Leombruno, aye; Long, aye; Ottaviani, aye;**
39 **Shepard, aye; Stefanini, aye; Steiner, aye; Stewart-Morales, aye).**

40
41 Order 2020-034-007 -- Upon Request of the Planning & Zoning Subcommittee consideration of
42 recommendations relative to the Historic Reuse Bylaw

43 Present: Jennifer Doherty, Historic Preservation Planner; Kevin Shea, Director of Planning and
44 Community Development; Paul Silva, Chair, Historical Commission.

45

1 Ms. Long reported that the Planning & Zoning Subcommittee met on several occasions with the Historic
2 Preservation Planner as well as the Historic Districts Commission and Historical Commission, and interested
3 members of the public. There has been a lot of review on this. There were three versions included in the
4 packet: clean, redline and final. There is an additional version from the City Solicitor. The Historic Districts
5 Commission and Historical Commission voted to approve the proposed changes. The deadline expires on
6 November 13 so this needs to be voted tonight.

7
8 Ms. Doherty added that the Historic Districts Commission and Historical Commission put a lot of time into
9 review and have offered changes that address their concerns. A significant concern was to allow formal
10 review by the Historical Commission at the beginning of the process; while new construction cannot be
11 denied, comments on new construction would be allowed on a site as it relates to historic significance. They
12 also limited new construction to 75% of former site's footprint as recommended by various participants.
13 There was a joint meeting last Wednesday where it was also recommended that a formal group not be
14 created as the desired changes have already been incorporated into the proposed version. Brief discussion
15 followed during which it was noted that the Building Commissioner participated in all the meetings as well.
16 Mr. Paul Silva, Chair of the Historical Commission, concurred with comments made thus far, adding that
17 passage of the amended bylaw will help to protect properties in the future.

18
19 **Ms. Long made a motion that the City Council take favorable action relative to the amended Historic
20 Reuse Bylaw presented this evening; Mr. Cannon seconded. It was noted that this is the first reading
21 which requires only a majority vote. The second reading will require a two-thirds vote. No further
22 discussion. ROLL CALL VOTE: 11-0-0 (Bryant, aye; Cannon, aye; Case, aye; King, aye; Leombruno, aye;
23 Long, aye; Ottaviani, aye; Shepard, aye; Stefanini, aye; Steiner, aye; Stewart-Morales, aye).**

24
25 Order 2020-034-008 -- Upon Request of Councilor Long reconsideration of the Council vote to create a
26 working group to review the Historic Reuse Bylaw

27 Chairman King noted that, based on previous discussion, a vote was not necessary on this.

28
29 Order 2020-066-001 -- Upon Request of the Environment & Sustainability Subcommittee a
30 recommendation on the establishment of a Sustainability Committee and amendment to the General
31 Laws, Articles I and II (*second reading*)

32
33 **Mr. Stewart-Morales made a motion to approve the creation of a Sustainability Committee and to amend
34 the General Laws accordingly, as presented; Mr. Ottaviani seconded. No discussion. ROLL CALL VOTE:
35 11-0-0 (Bryant, aye; Cannon, aye; Case, aye; King, aye; Leombruno, aye; Long, aye; Ottaviani, aye;
36 Shepard, aye; Stefanini, aye; Steiner, aye; Stewart-Morales, aye).**

37
38 Order 2020-017-001 -- Upon Request of the Ordinance & Rules Subcommittee a recommendation on the
39 proposed amendment to Zoning Bylaw Section 21 relative to the Demolition Delay Bylaw for Historically
40 or Architecturally Significant Buildings (*second reading*)

41
42 **Mr. Ottaviani, member of the Ordinance and Rules Subcommittee, noted that, when the subcommittee
43 met, there was discussion on one vs. two years' delay, and the subcommittee opted for one year. Mr.
44 Ottaviani made a motion to approve the proposed amendment to the Demolition Delay Bylaw for
45 Historically or Architecturally Significant Buildings, second reading, with a one-year delay, and to amend
46 the Zoning Bylaw accordingly; Ms. Bryant seconded. No discussion. ROLL CALL VOTE: 11-0-0 (Bryant,
47 aye; Cannon, aye; Case, aye; King, aye; Leombruno, aye; Long, aye; Ottaviani, aye; Shepard, aye; Stefanini,
48 aye; Steiner, aye; Stewart-Morales, aye).**

1 Order 2020-096-001 -- Upon Request of the Chief Financial Officer appropriation of mitigation funds
2 relative to the development at 175 Millwood Street for the construction of the Blackberry Pump Station
3 (second reading)

4
5 Mr. Steiner, Chair of the Finance Subcommittee, explained that this matter reflects an agreement between
6 the City and the developer, and made a motion to authorize the appropriation of mitigation funds relative
7 to the construction of the Blackberry Pump Station as presented; Ms. Long seconded. At this time, Mr.
8 Ottaviani reported that he would abstain as a family member owns the property. No other discussion. **No**
9 **discussion. ROLL CALL VOTE: 10-0-1 (Bryant, aye; Cannon, aye; Case, aye; King, aye; Leombruno, aye;**
10 **Long, aye; Ottaviani, abstain; Shepard, aye; Stefanini, aye; Steiner, aye; Stewart-Morales, aye).**

11
12 Order 2020-008-037 -- Upon Request of the Mayor to refer a candidate for appointment to the Fair
13 Housing Committee to the Appointments Subcommittee for review and recommendation to the Council

14
15 There was discussion on when the subcommittee should meet, especially if the recommendation for Police
16 Chief should come soon. **Mr. Ottaviani made a motion to refer the candidate for appointment to the Fair**
17 **Housing Committee to the Appointments Subcommittee; Ms. Long seconded.** If the Police Chief
18 recommendation should come forward, it could be added to that agenda. It was decided that the
19 Appointments Subcommittee would meet on November 17 at 6 PM. **No further discussion. ROLL CALL**
20 **VOTE: 11-0-0 (Bryant, aye; Cannon, aye; Case, aye; King, aye; Leombruno, aye; Long, aye; Ottaviani, aye;**
21 **Shepard, aye; Stefanini, aye; Steiner, aye; Stewart-Morales, aye).**

22
23 Order 2020-105 --Confirmation of Council Meeting Dates - January-June 2021

24 Ms. Bryant asked if Easter could be listed among the holidays, and due to a personal conflict on Thursdays,
25 suggested that the May 18 meeting be moved to May 19 instead of May 25. Mr. Steiner pointed out that
26 the School Committee always meets on Wednesdays. Brief discussion followed. **Ms. Bryant made a**
27 **motion to move the May 18 meeting to May 19; Mr. Cannon seconded.** At this time, Mr. Ottaviani also
28 suggested not having meetings during school vacations. Mr. Steiner suggested postponing this matter until
29 the next meeting to give people time to consider all options. Councilors should send their suggestions to
30 the office. Ms. Long pointed out that meetings are never be scheduled on religious holidays or holiday
31 weeks as it's not just the Council, but the public as well. Chairman King suggested that the full calendar
32 year 2021 be decided instead of just six months. Ms. Bryant's motion was not voted in favor of the
33 postponement.

34
35 Discussion on waiver of licensing renewal fees (added)

36 Mr. Cannon spoke briefly about ways to provide relief to restaurants during the pandemic. The Board of
37 License commissioners has been receiving comments from the public. There was a press release from the
38 Mayor's Office that it was not recommended to waive the fees as it represents a sizable amount of
39 revenue. He suggested a delay on when those fees had to be paid, such as a nine-month delay.

40
41 Mr. Kezer noted that such a delay would need to be discussed with the Board of License Commissioners.
42 These fees cover the cost of inspections and other activities connected with the licenses. If we eliminate
43 the fee, we are shifting the cost of those activities to the taxpayers. As for a delay, we can take that under
44 consideration and discuss it. The Chief Financial Officer should be consulted as to the financial impact of
45 such a decision. A conversation could take place with the Chair of the Board of Licensing Commissioners,
46 but if their full Board needs to weigh in, that would have to take place at their meeting.

47
48 Brief discussion followed during which it was suggested that perhaps license fees could be paid in
49 installments, i.e., 25% in December and the rest coming later. Could any of the available COVID funds be
50 used to support businesses by covering those fees? Mr. Kezer cautioned that there are restrictions and

1 limitations on how we can use COVID funds. There may be additional funding that may have more flexibility.
2 Discussion continued during which Mr. Kezer pointed out that, if license renewal fees are waived, revenue
3 projections would have to be adjusted for the impact on setting the tax levy. Lastly, he reiterated that
4 COVID money cannot be used to offset loss of revenue. There are discussions at the state and federal levels
5 that may change that at some point.
6

7 **Mr. Cannon offered a resolution that the City Council resolve to delay the due date for all licensing**
8 **renewal fees under purview of the Board of License Commissioners for a period of nine months; Ms. Long**
9 **seconded. Brief discussion followed. ROLL CALL VOTE: 11-0-0 (Bryant, aye; Cannon, aye; Case, aye; King,**
10 **aye; Leombruno, aye; Long, aye; Ottaviani, aye; Shepard, aye; Stefanini, aye; Steiner, aye; Stewart-**
11 **Morales, aye).**

12
13 Mr. Steiner asked if there are COVID-eligible funds that have not been disbursed. Mr. Kezer responded
14 that the Chief Financial Officer has the current status of any funds. Mr. Steiner suggested that funds could
15 be used in other areas that could help soften the reduction in revenue.
16

17 **Mr. Cannon stated he could like to invite the Mayor to participate in that conversation as is the Council's**
18 **right as specified in the Charter; Mr. Ottaviani seconded. Chairman King pointed out that the Charter**
19 **specifies the Council should submit questions in advance. No further discussion. ROLL CALL VOTE: 11-0-**
20 **0 (Bryant, aye; Cannon, aye; Case, aye; King, aye; Leombruno, aye; Long, aye; Ottaviani, aye; Shepard,**
21 **aye; Stefanini, aye; Steiner, aye; Stewart-Morales, aye).** Mr. Kezer expressed concern that there may be
22 a schedule conflict for the Mayor; he will confirm that.
23

24 UPDATE FROM THE MAYOR

25 Present: Thatcher Kezer, Chief Operating Officer.

26
27 The Report from the Mayor was emailed to the Council earlier today, as follows:
28

29 **Coronavirus Response**

30 The City has been publishing updates three times a week to the status of COVID-19 and posting on
31 the City website at <https://www.framinghamma.gov/2875/CORONAVIRUS-COVID-19>. As of the latest
32 report, there have been 2,671 positive case of COVID-19, 2,305 recovered cases, with 146 fatalities.
33 There are currently 220 active cases.
34

35 The City is continuing with two testing sites operating in Framingham. The City has moved the
36 drive-through COVID-19 testing site to the TJX Companies, 770 Cochituate Road. Access to the
37 testing site is through the Speen Street entrance. Testing has been expanded to six-days per week,
38 Monday through Saturday 10:00am – 2:00pm. Testing is open to everyone and no appointment is
39 necessary.
40

41 The City has consolidated down to one walkup testing site operating at SMOC, 7 Bishop Street on
42 open Monday through Friday 3:00-6:00pm. No insurance and no appointments are necessary. Fallon
43 Ambulance, which is conducting the testing, estimates about a 72 hour turn around for results.
44 All sites are expected to continue through the end of the year.
45

46 **Food Security for Framingham's Vulnerable Population**

47 The Mayor's Office, Department of Public Health, and Framingham Public Schools continue to host
48 weekly check-in meetings with Community Partners and Food Providers to share updates, discuss
49 challenges, and make connections.
50

1 Information Line Operations

2 We continue to staff the City’s Information Line, (508) 532-5411, for residents and businesses to
3 call for COVID and other information. This call center is being staffed with library employees.
4 The Information Line is staffed Monday through Friday 8:30am-3:30pm and has been receiving
5 from 70 to over 100 calls a day since it opened.
6

7 **Emergency Small Business Grant Program and Emergency Housing Assistance**

8 Emergency Small Business Grant Program: The City’s Planning and Economic Development Division
9 has established the COVID-19 Emergency Small Business Grant to assist in the stabilization of existing
10 small businesses within the City of Framingham that have had significant business disruption due to
11 the impact of COVID-19. These grant funds will assist small business in the City of
12 Framingham to cover wages, rent, loss of inventory, and other fixed costs. Funding for this program
13 will be provided through the City’s Community Development Block Grant (CDBG) funds, which are
14 allocated by the United States Department of Housing and Urban Development (HUD).
15

- 16 • 101 applications received
 - 17 • 47 have been approved
 - 18 • \$414,052 total awarded
- 19

20 Emergency Housing Assistance: In response to the COVID-19, the City of Framingham is providing
21 relief of rent, mortgage, and/or utility payments for two (2) months to alleviate the burden for
22 households that have lost their employment and primary income.
23

- 24 • 174 Applications Received
 - 25 • 59 Households approved
 - 26 • \$130,968 has been awarded from previous year CDBG funds, \$103,754 from first round
27 of HUD CARES Act funds for a total of \$234,722.
- 28

29 We have begun funding eligible applicants through a first round of additional CARES Act funding of
30 \$319,206. There is a second round of new CARES Act funds of \$714,101 that has been awarded to
31 the City. The Community Development Committee held its public hearing on October 13. Requests
32 for Proposals were advertised for applicants for the grants. The Community Development
33 Committee will vote on recommendations for the Mayor at their next meeting. The Mayor will then
34 file for approval for the use of funds with the City Council with the expectation to make the funds
35 available by the end of December.
36

37 The City originally funded \$412,994 from unencumbered CDBG funds for these programs. The City
38 has since been awarded an additional amount of \$1,033,127 in CARES Act funding for a total of
39 \$1,446,121 in funds to assist small businesses and residents in response to the impact of COVID-19.
40 Additional information can be found at: <https://www.framinghamma.gov/2895/Resources-for-Residents>.
41
42

43 The Marijuana Advisory Team (MAT) Status

44 The City is in negotiations for a Host Community Agreement with Richard’s Flowers, LLC, for
45 Marijuana cultivation at 296 Irving Street. Richard’s Flowers, LLC intends to be a small, boutique
46 cultivator of specialty marijuana products.
47

48 MAT information can be found at: <https://www.framinghamma.gov/marijuana-regulation>
49

1 Deputy Chief Lester Baker Appointed as next Chief of Police

2 Mayor Spicer announce that she is appointing Deputy Chief Lester Baker as the next Chief of Police
3 for Framingham. The Mayor will be filing the appointment for submittal to the City Council in time
4 for the next scheduled meeting.

5
6 Daniel Nau, Director of Highway and Sanitation Announces Retirement

7 Daniel Nau, Director of Highway and Sanitation for the past 11 years, has announced his retirement
8 after 36 years in public service. His last day will be November 7.

9
10 Upcoming Filings with City Council

11 Following are a number of pending matters that will be coming to the City Council. More detailed
12 information will be provided when these matters are filed with the Council.

13
14 EDIC Strategic Plan and Recommendation

15 The EDIC is continuing its work to update the Framingham Economic Development & Industrial
16 Corporation (EDIC) Strategic Plan. A draft report and recommendation for the EDIC role going
17 forward by the Barrett Planning Group is expected soon. The EDIC is updating the enabling act
18 that created the EDIC. They have sent a draft version to the City Solicitor for initial review and
19 expect to file with the City Council sometime in November.

20
21
22 Mr. Kezer briefly reviewed some highlights of the report, emphasizing drive-up COVID testing at local
23 locations. Walk-up testing has been consolidated to one site at SMOC on Bishop Street. The Mayor has
24 appointed Lester Baker as Police Chief, noting that it does have to come to the Council for confirmation.
25 Mr. Dan Nau, Director of Highway and Sanitation, has announced his retirement at the end of this week.
26 For the Strategic Plan, a survey will be posted on the website to get public input on a variety of topics
27 being considered for the Plan. Information will be coming out on that shortly.

28
29 Discussion followed on the short notice on recent retirements. Mr. Kezer responded that these are
30 public announcements, noting that a lot of it is driven by the individual who may decide quickly based
31 on their personal situation.

32
33 ***Is there an update on COVID fines?*** Mr. Kezer stated there have been 14 fines issued. Under the
34 Governor's latest guidelines, the mechanism to issue fines did change. For a large party in violation, a
35 \$500 fine would be issued to all individuals at the gathering as well as the owner of the property where
36 the gathering was held. Fines would be paid through the Treasurer's Office.

37
38 ***Do we have the software for tracking ADA compliance?*** The City has applied for a grant to cover the
39 cost of \$48,000 which will be split between the city and the schools. Other subscription costs will be
40 divided as well, some through the Disability Commission. The Disability Commission is willing to support
41 various programs, and in order to integrate a full tracking plan, they have agreed to help with that (total
42 cost over \$200,000). We applied for the ADA grant for a number of projects as well as the software. As
43 we populate the data into the software, it will compile our plan for us. Discussion followed.

44
45 ***Why do the testing sites keep changing?*** There are not enough available locations that meet the
46 requirements of having room for vehicles to line up, sufficient parking, etc. Some spaces were only
47 available for a certain period of time, i.e., one month, and not for an open-ended use. When students
48 came back, for example, Walsh Middle School could no longer be used. TJX is a much larger lot and they

1 can accommodate a larger number of people because there is more space for the traffic flow. Cold and
2 windy weather also compromises the samples in drive-up testing. Winterization is being explored so that
3 testing sites can continue.

4
5 Discussion followed on logistics of making appointments at testing facilities. Mr. Kezer noted that the
6 current online programs do not allow much for making appointments' however, there is work being
7 done on developing improvements for mobile applications. The entities hosting each site are looking
8 into ways to improve their individual processes.

9
10 **At 10:13 PM Mr. Case made a motion to continue with the Council agenda past 10 PM as required by**
11 **the Rules of the City Council; Ms. Long seconded. No discussion. ROLL CALL VOTE: 11-0-0 (Bryant,**
12 **aye; Cannon, aye; Case, aye; King, aye; Leombruno, aye; Long, aye; Ottaviani, aye; Shepard, aye;**
13 **Stefanini, aye; Steiner, aye; Stewart-Morales, aye).**

14
15 APPROVAL OF MINUTES

16 **Mr. Cannon made a motion to approve meeting minutes of October 20, 2020; Mr. Ottaviani seconded.**
17 **No discussion. ROLL CALL VOTE: 11-0-0 (Bryant, aye; Cannon, aye; Case, aye; King, aye; Leombruno,**
18 **aye; Long, aye; Ottaviani, aye; Shepard, aye; Stefanini, aye; Steiner, aye; Stewart-Morales, aye).**

19
20 REPORT OF THE COUNCIL CHAIR

21 No report.

22
23 REPORTS OF SUBCOMMITTEES

24 Mr. Stewart-Morales thanked residents for voting to adopt the Community Preservation Act. He made a
25 motion to refer the topic of an ordinance to establish the Community Preservation Committee to the
26 Environment & Sustainability Subcommittee for review' Ms. Leombruno seconded. Mr. Stefanini
27 suggested that the referral should really be to the Ordinance & Rules Subcommittee for review to develop
28 an ordinance as it is not addressing an environmental issue. Chairman King stated he would not accept
29 the motion as the topic was not on the agenda for this evening.

30
31 Mr. Cannon announced that the Economic Development Subcommittee would be meeting on November
32 12. That agenda will be very full including a visit from Michael Kennealy, Economic Development Director
33 for the Commonwealth of Massachusetts.

34
35 Mr. Steiner noted that the Home Rule Charter includes a requirement that department heads send an
36 allotment report for the positions in their departments. That report was submitted, and sent to the City
37 Clerk. He will send it out to councilors so they have time to review it. According to the Chief Financial
38 Officer, for the most part, allotments have not been an issue, though there have been funding concerns
39 for this year that have been mostly managed within departmental budgets.

40
41 Mr. Stefanini reported that the Ordinance & Rules Subcommittee is finishing a very long process relative
42 to review of the General Bylaws. On November 19 we anticipate a draft which will consist of numerous
43 documents. He encouraged people to tune in and offer comments.

44
45 REPORT OF COUNCILORS

46 Ms. Bryant thanked all voters for coming out to vote in the Presidential Election. She complimented the
47 City Clerk's office for all their hard work. The early voting at the Memorial Building was very well executed.

1 Mr. Cannon noted that it was nice to see the Concord Street Plaza coming back to life after a devastating
2 fire in 2017, listing some of the businesses that have located there.

3

4 ADJOURNMENT

5 **At 10:25 PM Ms. Long made a motion to adjourn; Mr. Case seconded. No discussion. ROLL CALL VOTE:**
6 **11-0-0 (Bryant, aye; Cannon, aye; Case, aye; King, aye; Leombruno, aye; Long, aye; Ottaviani, aye;**
7 **Shepard, aye; Stefanini, aye; Steiner, aye; Stewart-Morales, aye).**

8

9

10 *Respectfully submitted,*

11 *Jeanette Galliard*

12

1 **City Council** **12/08/2020** **Draft Minutes**

2 Present: George King, Adam Steiner, Janet Leombruno, Christine A. Long, Cesar Steward-Morales, Tracey
3 Bryant, Michael Cannon, Robert Case, Phillip Ottaviani, Jr., Margareth Basilio Shepard, John Stefanini
4 and Tracey Bryant.
5

6 Chairman King opened the meeting at at 7:00 pm and explained the nature of the request from the
7 City’s Chief Financial Officer. Mr. King then handed the meeting over to Mr. Steiner, Chair of the Finance
8 Subcommittee, who opened the Finance Subcommittee’s meeting and quickly noted that their meeting
9 would go into recess while the full City Council met to discuss this item. He added that the Finance
10 Subcommittee would continue their meeting after the full Council meeting had concluded.

11 ***Mr. Cannon made a motion to suspend the Finance Subcommittee meeting. Ms. Leombruno seconded***
12 ***the motion. No discussion. 11-0-0 Roll call vote: King, aye, Steiner, aye, Leombruno, aye, Long, aye,***
13 ***Steward-Morales, aye, Bryant, aye, Cannon, aye, Case, aye, Ottaviani, aye, Shepard, aye, Stefanini,***
14 ***aye, and Bryant, aye.***

15 **Review of Mayor’s request for appropriation regarding enterprise fund.**

16 Mr. King stated that solutions for this item would not be discussed in detail tonight. He explained that
17 this meeting would not propose any solutions, which might occur at the Council’s next regularly
18 scheduled meeting, tonight, would instead be an opportunity to raise questions on the matter. Mary
19 Ellen Kelley, Chief Financial Officer, was present and offered a brief presentation explaining the request
20 of budget reductions in the Enterprise Fund of \$200,000 and General Fund of \$800,000, as well as an
21 appropriation of \$1.5M Free Cash to the Enterprise Fund. The reason for the request is to offset the loss
22 of water/sewer rate revenue caused by declining usage by larger commercial customers. The estimated
23 shortfall is \$2.5 million, \$500,000 from FY20 and \$2 million from FY21. She added that if nothing is done
24 the Enterprise Fund shortfall will be added to the General Fund tax levy which will increase the average
25 residential tax bill by \$84.

26 Ms. Kelley explained that the Department of Revenue’s policy is that they cannot certify the City’s tax rate
27 with a current year Enterprise Fund revenue deficit and that the City would need to balance the budget in
28 the current year. She explained in further detail

29 Mr. Ottaviani questioned the total dollar amount of the revenue shortfall. He stated that he included the
30 \$3.5 million that was not charged plus the \$2.5 million and by his calculation he stated that he considered
31 this a \$6 million shortfall.

32 Ms. Kelley explained this by stating that the \$2.5 million revenue shortfall is based on current costs and
33 that the City is not charging the extra \$3.5 million. She said that the increased rates are based on an
34 actual decrease in the overall cost of the Enterprise Fund. Mr. Ottaviani reminded her that the Council
35 waived the \$3.5 million in the general budget (not taken out of the Enterprise Fund) and that now they
36 would need to fund another \$2.5 million. She clarified by saying that the \$3.5 million would have been an
37 added cost and it’s not that the City is taking revenue away from the Enterprise Fund but that it increased
38 the bottom line for the cost, which would be built into the rates. But now that the cost is eliminated, the
39 whole bottom line of the budget requirement for the Enterprise Fund goes down by \$3.5 million. Mr.
40 Ottaviani asked what the actual rate increase would need to be to have this Fund carry itself. She said
41 when they were first looking at this \$2.5M shortfall in the Fund at the end of FY-21, we were looking at a
42 10-12% increase, to raise \$2.5M. Mr. King added that they if they were to raise an extra \$3.5M that is
43 actually owed this year, it would actually total a 25% increase. Mr. Ottaviani said that he agreed with Mr.

1 King's calculations. Mr. King clarified that it would be bailed out for the \$3.5M and there's a carryover
2 from last year of another \$1M so it actually totals \$7M.

3

4 *Mr. Stefanini moved that the City Council refer this matter to the Finance Subcommittee to negotiate a*
5 *solution with the Spicer Administration. Ideally, any proposed solution does not raise real estate taxes,*
6 *utilizes cash reserves or the like for no more than one-third of the deficit, utilizes rate increases as a last*
7 *resort and in no case for no more than one-third of the deficit, and relies on cuts for at least one-third of*
8 *the deficit from non-school accounts. He suggested, that the Subcommittee explore the use of CARES Act*
9 *funds to offset some or all of said deficit. And lastly, that the solution addresses the structural deficit*
10 *so that we are not in this situation with these accounts next year.*

11

12 *He moved further that any proposed solution does not raise real estate taxes, utilizes cash*
13 *reserves or the like for no more than one-third of the deficit, utilizes rate increases as a last*
14 *resort and in no case for no more than one-third of the deficit, and relies on cuts for at least*
15 *one-third of the deficit from non-school accounts. Further, that the Subcommittee explore with*
16 *the Spicer Administration and our congressional and state delegations the use of CARES Act*
17 *funds to offset some or all of said deficit. And lastly, that the solution addresses the structural*
18 *deficit so that we are not in this situation with these accounts next year. Mr. Cannon seconded*
19 *the motion.*

20

21 Discussion followed.

22

23 Mr. Stefanini noted that at the Council budget debate on June 16, 2020, they voted 10:1 to establish a
24 Structural Deficit Committee and that he thought it would be helpful to know that groups opinion or any
25 insight they may have to offer on this matter. He added that it would be helpful to hear from the Mayor
26 regarding the CARES act, as to whether the package going through Congress now might make its way
27 here and said that in some states they have allowed funding of water and sewer expenses from these
28 CARES Act funds.

29 Mayor Spicer responded saying that she understood some of Ms. Kelley's concerns and that the City is
30 working very closely with their legislative delegation to track progress on the \$9.8B CARES package. Ms.
31 Kelley stated that CARES Act funding is not allowed to be expended for revenue loss. She added the City
32 has maximized the use of CARES Act funds for everything that's CARES Act eligible. She added that they
33 are applying for reimbursement from FEMA for eligible items. She added that there may be funding
34 available through the HEROES Act.

35 Brief discussion followed. Concern was expressed that the length of the pandemic is unknown as are
36 future ramifications. There was support for the Mayor in a proposed reallocation of funds that are not
37 being used.

38 Mr. Steiner stated, although he primarily agrees with Mr. Stefanini's points, the Finance Subcommittee
39 should be able to go into this without set guidelines and asked that the motion perhaps read as a pure
40 referral to the Finance Subcommittee, as they may be restricted, as it now stands. Mr. Stewart-Morales
41 agreed. Mr. King reminded Mr. Steiner that they are just suggestions and not binding. Mr. Stefanini
42 explained that his thought was that if it's too open ended,

1 Mr. King explained that the two-week deadline is in place to enable the City has the ability to get its tax
2 bills mailed. Without income from taxes, he added, the City would almost certainly experience cash flow
3 problems. He said, however, that the Council should not be pressured to solve this in two weeks and
4 should have the extra time to ponder and solve this issue wisely because it is a major structural
5 problem. He concluded by stating that he, personally, is stumped as to formulating a solution to cover
6 the shortfall and has high hopes that the Finance Subcommittee can put forth a solution.

7 Mr. Stefanini stated that he would like to amend his motion.

8 *Mr. Stefanini moved that City Council refer this matter to the Finance Subcommittee to negotiate*
9 *a solution with the Spicer Administration that does not raise real estate taxes, utilizes cash*
10 *reserves or the like for no more than one-third of the deficit, utilizes rate increases as a last*
11 *resort and in no case for no more than one-third of the deficit, and relies on cuts for at least*
12 *one-third of the deficit from non-school accounts. Further, that the Subcommittee explore with*
13 *the Spicer Administration and our congressional and state delegations the use of CARES Act*
14 *funds to offset some or all of said deficit. And lastly, that the solution addresses the structural*
15 *deficit so that we are not in this situation with these accounts next year. Ms. Leombruno*
16 *seconded the motion.*

17

18 Discussion followed.

19

20 Mr. Cannon spoke and recalled that the Finance Subcommittee made recommendations when
21 the budget came back and they made recommendation including protecting basic public
22 services, while cutting administrative costs and expenses behind the scenes to avoid this
23 situation.

24

25 Mr. Steiner stated that he still found the motion problematic and that he would prefer a simple
26 motion to refer the matter to the Finance Subcommittee.

27

28 Others councilors expressed hope that a solution would be found quickly.

29

30 A resident asked for clarification as to why the State's Division of Local Services would not allow
31 the City to amortize the shortfall of FY-21 as one-third, and insisted they would be required to
32 amortize the entire amount of \$2M, and asked if other communities had experienced similar
33 restrictions from the State. Mr. King clarified that it's the current year deficit the State would
34 not allow the City to amortize. Ms. Kelley said that she did not have the exact number but said
35 commercial consumption is down by approximately 17%.

36

37 Mr. Epstein wanted it noted that there has been misinformation put forth regarding the School
38 Committee. He stated that they were not consulted regarding this issue and found it quite
39 negative in light of the fact that, after consultation in September, the Schools contributed a
40 portion of the Chapter 70 money for health insurance, as the schools agreed they clearly were a
41 part of health insurance expenses.

42

1 *After discussion concluded a Roll Call Vote was taken. 11-0-0 **Roll call vote:** George King, aye,*
2 *Adam Steiner, aye, Janet Leombruno, aye, Christine A. Long, aye, Cesar Steward-Morales, aye, Tracey*
3 *Bryant, aye, Michael Cannon, aye, Robert Case, aye, Phillip Ottaviani, Jr., aye, Margareth Basilio*
4 *Shepard, aye, and John Stefanini, aye.*

5
6 *At 8:10 p.m. Mr. Ottaviani moved to adjourn. Ms. Leombruno seconded the motion and it was passed*
7 *unanimously. 11-0-0 **Roll call vote:** George King, aye, Adam Steiner, aye, Janet Leombruno, aye,*
8 *Christine A. Long, aye, Cesar Steward-Morales, aye, Tracey Bryant, aye, Michael Cannon, aye, Robert*
9 *Case, aye, Phillip Ottaviani, Jr., aye, Margareth Basilio Shepard, aye, and John Stefanini, aye.*

10

11

12

1 **12/15/20** **City Council** **DRAFT Minutes**

2 All present 7:00 pm start

3 **Public Participation**

4 Resident Mike Melo expressed concern regarding a December 4, 2020 Press Release put forth by the
5 City regarding the Water & Sewer Enterprise Fund and what he called the lack of oversight as to water
6 consumption.

7 Resident Joel Winnett addressed the Council regarding a memo he sent in relation to bylaw changes he
8 proposed to the Ordinances & Rules bylaw revisions that would be addressed at this meeting.

9 Resident Gerry Blumfield addressed the Council regarding possible delayed tax bills.

10 **Order 2020-113 Upon Request of the Licensing Coordinator Consider of 2021 Pool/Billiard Table**

11 **Licenses**

12 **Document(s) Reviewed: Annual Pool Table Permit Renewals**

13 Present: Diane Willoughby, Licensing Coordinator

14 Ms. Willoughby stated there were three licenses for renewal: the Portuguese Club, the Framingham Elks
15 Club and the Route 9 Sports Bar. She explained that there would be funds to be collected before the
16 licenses would be released to the holders.

17

18 ***Mr. Ottaviani made a motion to approve the Annual Pool Table Permits, subject to payment of all fees***
19 ***and taxes. Ms. Long seconded. VOTE: 11-0-0 Roll Call: Ms. Bryant, aye, Mr. Cannon, aye, Mr. Case,***
20 ***aye, Mr. King, aye, Ms. Leombruno, aye, Ms. Long, aye, Mr. Ottaviani, aye, Ms. Basilio Shepard, aye,***
21 ***Mr. Stefanini, aye, Mr. Steiner, aye, Mr. Steward-Morales, aye.***

22

23 After the vote Mr. Cannon asked Ms. Willoughby whether City charges a fee for a change of premises
24 location. Ms. Willoughby explained that there is a process that must be followed if a change were to
25 occur.

26

27 **Report from Youth Council**

28 This item was not addressed.

29

30 **Order 2020-114 Upon Request of the Finance Subcommittee Approval of the City Audit Contract for**
31 **auditing services relative to the City's financial records**

32 **Document(s) Reviewed: 12/9/2020 Short Form of Agreement for Procurement Between the City of**
33 **Framingham and Contractor for Goods /Services Procured under G.L.C. 30B with Clifton Larson Allen**
34 **LLP of Lexington.**

35 Mr. Steiner reported that a subcommittee of the Finance Subcommittee and others have been working
36 to identify an independent audit company. He stated that at their 12/8/2020 Finance Subcommittee
37 meeting there was a recommendation made to hire of Clifton Larson Allen for the budgeted amount of
38 \$4,000 and the Subcommittee voted 5:0 to support the recommendation.

1 **Mr. Steiner made a motion to procure the services of Clifton Larson Allen LLP of Lexington for a sum of**
2 **\$4,000 for auditing services. Mr. Ottaviani seconded. VOTE: 11-0-0 Roll Call: Ms. Bryant, aye, Mr.**
3 **Cannon, aye, Mr. Case, aye, Mr. King, aye, Ms. Leombruno, aye, Ms. Long, aye, Mr. Ottaviani, aye, Ms.**
4 **Basilio Shepard, aye, Mr. Stefanini, aye, Mr. Steiner, aye, Mr. Steward-Morales, aye.**
5

6 **Order 2020-114 Upon Request of the City Clerk consideration of a new date for the 2021 City**
7 **Preliminary Election**

8 The City Clerk informed the Council earlier in December that the original date prescribed by the City
9 Charter would fall on a Jewish holiday and requested permission to change the date for the 2021 City
10 Preliminary Election to September 14, 2021.

11
12 **Mr. Cannon moved to allow the change of date for the 2021 City Preliminary Election, as requested by**
13 **the City Clerk. Ms. Leombruno seconded the motion. 11:0:0 Roll Call: Ms. Bryant, aye, Mr. Cannon,**
14 **aye, Mr. Case, aye, Mr. King, aye, Ms. Leombruno, aye, Ms. Long, aye, Mr. Ottaviani, aye, Ms. Basilio**
15 **Shepard, aye, Mr. Stefanini, aye, Mr. Steiner, aye, Mr. Steward-Morales, aye.**
16

17 **Public Hearing: Order 2020-112-001 - Upon Request of the Finance Subcommittee a recommendation**
18 **on the Mayor's request to fund Water and Sewer Enterprise Fund Deficit (first reading)**

19 Mr. King summarized this item briefly and then handed the discussion to Mr. Steiner who further
20 explained that the Mayor has request that the Council determine a source for funds to cover the \$2.5M
21 predicted gap in funding of the Water & Sewer Enterprise Fund. Chief Financial Officer Mary Ellen Kelley
22 was present via Zoom to discuss this item. The urgency of solving this shortfall was discussed in the
23 context of the probability that City Real Estate Tax Bills would not be mailed. After much discussion it
24 was agreed that utilizing a few weeks in order to collaborate with other parties involved in order to
25 develop a solution by January 15, 2021 would be a wise way to proceed.

26 **Ms. Long moved that the City Council approve the question. Mr. Cannon seconded the motion.**

27 Further discussion ensued and Ms. Long explained that constituents are concerned with the possible
28 rate hike in water and sewer bills and prefer a full solution rather than a temporary solution. Mr.
29 Stefanini agreed and suggested a short pause to develop a short- and long-term solution to avoid
30 problems with next year's budget. When asked Ms. Kelley mentioned that the 30-day delay may cause a
31 cash flow problem and that it might take up to a month after the solution is presented by the Council in
32 January to actually put tax bills in the mail, as the State must certify the proposed solution, bills would
33 need to be produced again and prepared for mailing.

34 **11:0:0 Roll Call: Ms. Bryant, aye, Mr. Cannon, aye, Mr. Case, aye, Mr. King, aye, Ms. Leombruno, aye,**
35 **Ms. Long, aye, Mr. Ottaviani, aye, Ms. Basilio Shepard, aye, Mr. Stefanini, aye, Mr. Steiner, aye, Mr.**
36 **Steward-Morales, aye.**
37

38 **Ms. Long moved that the City Council table this item until January 15, 2021. Mr. Cannon seconded the**
39 **motion. 8:3:0 Roll Call: Mr. Cannon, aye, Mr. Case, aye, Ms. Bryant, aye, Mr. King, aye, Ms.**
40 **Leombruno, aye, Ms. Long, aye, Mr. Ottaviani, aye, Mr. Stefanini, aye, Mr. Steiner, nay, Mr. Steward-**
41 **Morales, nay, Ms. Basilio Shepard, nay.**
42

1 **6. Order 2020-016 Upon Request of the Mayor and the Sustainability Coordinator a proposal to**
2 **amend the Plastic Bag Reduction Bylaw Amendment**

3 Chief Operating Officer Thatcher Kezer, Recycling Coordinator Stephen Sarnosky and Shawn Luz
4 Sustainability Coordinator were present via Zoom to request that the Council vote to adopt an
5 amendment to start date of the Plastic Bag Reduction Bylaw Plastic Bag Reduction Bylaw to July 5, 2021,
6 due to the pandemic.

7 ***Mr. Cannon made a motion to approve the request to amend the start date of the Plastic Bag***
8 ***Reduction Bylaw to July 5, 2021. Ms. Leombruno seconded.*** There was no further discussion. ***11:0:0 Roll***
9 ***Call: Ms. Bryant, aye, Mr. Cannon, aye, Mr. Case, aye, Mr. King, aye, Ms. Leombruno, aye, Ms. Long,***
10 ***aye, Mr. Ottaviani, aye, Ms. Basilio Shepard, aye, Mr. Stefanini, aye, Mr. Steiner, aye, Mr. Steward-***
11 ***Morales, aye.***

12
13 **7. Order 2020-117 Upon Request of Councilor Steiner a proposal that the Strategic Initiatives and**
14 **Financial Oversight Committee (SIFOC) review the annual Capital Budget process**

15 Mr. Steiner explained that at a recent meeting School Committee voted request that SIFOC evaluate the
16 Schools' capital needs. He explained that there appears to be a lack of long-term planning for the
17 buildings and that there needs to be a long-term perspective given to this. After consultation, he stated
18 that his feeling is that the City's Capital needs also be sent to SIFOC for evaluation, stating that it might
19 be difficult to assess the Schools' need without considering the city's needs alongside those needs. He
20 acknowledged that the Charter includes the Capital Improvement Committee in these tasks, but added
21 that his reasoning is that once that group is established, perhaps SIFOC can advise them on the findings
22 they have made to get them started.

23 ***Mr. Steiner moved that the City Council refer the matter of capital planning to the Strategic Initiatives***
24 ***and Financial Oversight Committee. In doing so we ask the SIFOC to:***

- 25 ***1. Examine the long-term capital plan for the City of Framingham in coordination with that of the***
26 ***Framingham Public Schools including but not limited to any opportunities to achieve***
27 ***economies of scale by consolidating projects currently planned across multiple years.***
- 28 ***2. Evaluate current capital assets ability to meet the short- and long-term needs of City and***
29 ***school leaders, workers, and residents to have safe, efficient and effective space to convene***
30 ***and conduct the business of the municipality of Framingham, including recommendations for***
31 ***ordinances and budgets to achieve its recommendations.***
- 32 ***3. Compare the capital needs of the City of Framingham to what is expected to be available in***
33 ***terms of funding.***
- 34 ***4. Identify and recommend solutions as appropriate to close this gap.***
- 35 ***5. Identify and assess any factors that would hinder an accelerated capital plan, including but***
36 ***not limited to the timing of the capital budget cycle and the capacity of the FPS Buildings and***
37 ***Grounds and City of Framingham Capital Projects and Facilities department to manage***
38 ***concurrent capital projects.***

1 **6. Survey the needs of public officials and municipal workers, identify opportunities to achieve**
2 **operational efficiencies, and solicit input from the public in developing a comprehensive plan**
3 **for Framingham's Capital assets.**

4 **7. SIFOC should offer a report to the City Council no later than August 1, 2021.**
5

6 **Ms. Long seconded the motion.** In further discussion, Ms. Long supported the motion and agreed that
7 the City has not be maintaining its properties well. Mr. Cannon noticed that several members of SIFOC
8 were present via Zoom and Chairman King allowed them to speak. SIFOC Vice Chair Mary Kate Feeney
9 spoke on her own behalf and agreed that Council should utilize the Capital improvement Committee and
10 Mr. Cannon stated that the Capital Improvement Committee needs to be appointed as soon as possible.
11 Ms. Feeney stated that SIFOC does not have the resources or expertise to evaluate facilities and
12 encouraged the Council to look to the Capital Improvement and the Blue Ribbon Committees for
13 detailed information, as prescribed by the Charter. The Capital Improvement Committee's purview is
14 stated in Article 3, Section 3 of the Charter. Mr. Steiner said he was willing to amend #7 in his motion to
15 have SIFOC report to the Capital Improvement Committee instead of the City Council and to provide a
16 report to SIFOC by August 1, 2021. Chairman King explained that the formation of the Blue Ribbon
17 Committee paused once the pandemic began. Ms. Long suggested that the Facilities Manager work
18 with the Schools and Committees in creating a report regarding a current assessment of buildings.

19 **Mr. Steiner moved to amend item #7 of his original motion stating that SIFOC should offer a report to**
20 **the City Council no later than August 1, 2021 to read that SIFOC should report to the Capital**
21 **Improvement Committee instead of the City Council. Mr. Steward-Morales seconded the motion.** In
22 further discussion, Mr. Cannon added that it was wise to include the input of the City's Facilities staff,
23 but thought the input should not come solely from those individuals. Mr. Ottaviani and agreed. Mr. Case
24 suggested that the amendment read that SIFOC start the appraisal process and hand the task over to the
25 Capital Improvement Committee entirely. **11:0:0 Roll Call: Ms. Bryant, aye, Mr. Cannon, aye, Mr. Case,**
26 **aye, Mr. King, aye, Ms. Leombruno, aye, Ms. Long, aye, Mr. Ottaviani, aye, Ms. Basilio Shepard, aye,**
27 **Mr. Stefanini, aye, Mr. Steiner, aye, Mr. Steward-Morales, aye.**

28 **At 8:55 p.m. the Council recessed for five minutes and reconvened at 9 p.m.**

29 **Order 2020-118 Upon Request of the Ordinance & Rules Subcommittee a recommendation on its**
30 **review of the Reports of Bylaw Review Committees and the General Bylaws**

31 Chairman King thanked the Committee for their work. Mr. Stefanini explained that the Charter directed
32 this Subcommittee to review the Town Bylaws and prepare revisions, amendments, etc. as may be
33 necessary to demonstrate conformity and to fully implement revisions in order to complete the Town's
34 full conversion to a City. He read the preamble of the Home Rule Charter aloud. City Solicitor Chris
35 Petrini was present via Zoom. Solicitor Petrini and the Ordinances & Bylaw Subcommittee disagreed on
36 only one item and that was the Cable License Advisory Committee. Resident of District 4 Brian Sullivan
37 was present via Zoom and had a question whether there was a red-lined version available to the public
38 that was produced after Solicitor Petrini had read the documents. Mr. Stefanini said that there was as
39 part of the minutes.

40 **Mr. Stefanini moved that the recommendations of the Select Bylaw Review Committee and**
41 **the Mayor Bylaw Review Committee be adopted as amended by the Ordinance and Rules**

1 **Subcommittee, that said adoption thus convert Framingham's bylaws into ordinances, and**
2 **further, that said adoption shall have no impact on any and all ordinances passed by the**
3 **Framingham Council over the past three years with each remaining in full force and effect and**
4 **to be incorporated into these ordinances by the City Clerk in accordance with Article II, Section**
5 **2.5 of these proposed ordinances, and move further, that these ordinances be submitted**
6 **forthwith to the nine-member Recodification Committee for more thoughtful structuring. Mr.**
7 **Case seconded.** Discussion followed regarding the Cable Licensing Advisory Committee. Mr.
8 Stefanini said that Article 3 Section 3 of the Charter clearly states that the LAC is a Committee
9 of the Town and added that the Bylaws note it as a committee of the Town. Solicitor Petrini
10 stated that the Charter must align with Massachusetts General Law. It was regarded as a
11 respectful disagreement.

12
13 *The Council voted on the amendment to the motion. Mr. Stewart Morales moved that the*
14 *Council align the current proposal from the Chair of the Ordinances & Rules Subcommittee to*
15 *the opinion of the City Solicitor. 6:5:0 Roll call: Ms. Bryant, aye, Mr. Case, ay, Ms. Long, aye,*
16 *Ms. Basilio Shepard, aye, Mr. Steiner, aye, Mr. Steward-Morales, aye. Mr. Cannon, nay, Mr.*
17 *King, nay, Ms. Leombruno, nay, Mr. Ottaviani, nay, Mr. Stefanini, nay.*

18 The Council voted on the main motion stated earlier as amended. **Ms. Bryant seconded. 11:0:0 Roll**
19 **Call: Ms. Bryant, aye, Mr. Cannon, aye, Mr. Case, aye, Mr. King, aye, Ms. Leombruno, aye, Ms. Long,**
20 **aye, Mr. Ottaviani, aye, Ms. Basilio Shepard, aye, Mr. Stefanini, aye, Mr. Steiner, aye, Mr. Steward-**
21 **Morales, aye.**

22 To continue with the second portion of this presentation, Mr. Stefanini handed the discussion to Mr.
23 Ottaviani.

24
25 **Mr. Ottaviani moved, in addition to the above changes, in order to harmonize the Bylaws in**
26 **the Charter consistent with our charge by the full Council and Charter, we ask the Council to**
27 **direct a Subcommittee to draft the following additional amendments to further achieve the**
28 **spirit and meaning of the Charter to create additional transparency and efficiency in our local**
29 **government:**

- 30 **a) Increase the City's transparency efforts: streamline FOIA requests, expand use of the**
31 **Municipal Bulletin Board, define uses of Notification Lists, establish reporting requirements of**
32 **Multiple-Member Bodies and contents of annual report, update Open Checkbook, et cetera;**
33 **b) Refine the format for annual revenue forecast and budget review with five-year**
34 **projections;**
35 **c) Delegate licenses and permits authorized by the Council, Junk and Motor Vehicle Dealer,**
36 **to the Board of Licensing;**
37 **d) Create a Real Property Committee;**
38 **e) Establish uniform annual calendar for appointments and first meetings of Multiple-**
39 **Member Bodies;**
40 **f) Redraft the Sale of Indecent Publications bylaw;**
41 **g) Extend financial disclosures by municipal officials to all Division Heads and all elected**
42 **officials to create uniform filing of ethical disclosures;**

- 1 **h) Update enforcement tools and fines for violations of City ordinances, including a single**
2 **chart for easy reference; and,**
3 **i) Require the appointment of a full-time Americans with Disabilities Act (ADA) Coordinator**
4 **Ms. Bryant seconded the motion.**
5

6 In further discussion, Ms. Bryant mentioned that residents who read the document had concerns that,
7 with the Council agreeing to investigate these areas, need would arise to draft change for the current
8 process. Mr. Stefanini explained that these were put forth as items to bring into alignment with the
9 intent of the Charter. Mr. Steiner recommended that, instead of proceeding as stated above, they
10 consider distributing these items to various subcommittees and spreading the burden out over more
11 subcommittees rather than assigning it to just one. Mr. Stefanini did not want to assign items to other
12 committees that were not in front of them, but said he thought it would be wonderful if other
13 subcommittees took on the work. He said he would be happy to amend the motion to do that. It was
14 suggested that it be referred to Chairman King and he assign the items as he sees appropriate. All
15 agreed so **Mr. Ottaviani withdrew the original motion** and

16 **Mr. Stefanini moved that the matters above be investigated by the subcommittees as designated by**
17 **the Chair. Ms. Long seconded the motion. 11:0:0 Roll Call: Ms. Bryant, aye, Mr. Cannon, aye, Mr.**
18 **Case, aye, Mr. King, aye, Ms. Leombruno, aye, Ms. Long, aye, Mr. Ottaviani, aye, Ms. Basilio Shepard,**
19 **aye, Mr. Stefanini, aye, Mr. Steiner, aye, Mr. Steward-Morales, aye.**

20 **Mayor's Update**

21 Chief Operating Officer Thatcher Kezer reported that as of December 7th, there is now a new, singular
22 COVID testing site established by the State on the campus of Framingham State University. He added
23 that it operates by appointment only and appointments must be made online. He said that the TJX and
24 SMOC testing sites have closed. Concern was stated by Council members for those that do not have
25 access to a computer and/or those who do not drive. Ms. Leombruno stated that it was reported to be
26 difficult to book an appointment online. She also asked Mr. Kezer to look into the situation where the
27 Board of Health reportedly was not able to get to housing authority sites to conduct COVID inspections
28 in a timely manner. Ms. Bryant was looking for information on a timeline for COVID 19 vaccine
29 distribution, but there were no details at present. Mr. Ottaviani asked Mr. Kezer to look into addressing
30 a harassing panhandler in the Waverly Street area who approaches vehicles without wearing a mask.

31 He reported on ADA complaints filed for 2020. Mr. Canon expressed frustration regarding the lack of
32 progress on the curb cut process. He mentioned that the City received notice that there has been an
33 offer to purchase the Belknap Road Pool site (6 acres,) property listed as Ch 61B land. The City has the
34 right of first refusal on the property. Mr. Ottaviani thought it was an important parcel and would make a
35 nice asset to that neighborhood. He noted that the EDIC is working to update the EDIC Strategic Plan.
36 Mr. Cannon mentioned that a representative from the Mayor's Office would be helpful to act as a liaison
37 to the Council on Aging meeting.

38 **Councilors' Reports**

39 Ms. Bryant thanked Parks & Rec and reminded residents who wish to attend holiday services, to contact
40 churches to determine their plans for attendance. She thanked Joel Burnett for his valuable input
41 recently. Ms. Shepherd thanked the Callahan for their efforts during this difficult time.

42 **At 10:30 p.m., Ms. Long moved to adjourn. Ms. Bryant seconded the motion. 11-0-0 Roll Call: Ms.**
43 **Bryant, aye, Mr. Cannon, aye, Mr. Case, aye, Mr. King, aye, Ms. Leombruno, aye, Ms. Long, aye, Mr.**

1 ***Ottaviani, aye, Ms. Basilio Shepard, aye, Mr. Stefanini, aye, Mr. Steiner, aye, Mr. Steward-Morales,***
2 ***aye.***

3

4