BOARD OF SELECTMAN
Minutes
January 2, 2019 – 7:00PM
Town Hall

Vision Statement - The Town of Ashland will be a prosperous and fiscally sound community with a full range of housing, business, cultural, educational, and recreational opportunities in a safe and attractive environment for residents and visitors.

Mission Statement - The Ashland Board of Selectmen is dedicated to promoting responsible fiscal management, advocating for sustainable development & growth and providing excellent municipal services which will enhance the quality of life in our diverse community. The Ashland Board of Selectmen is committed to providing clear goals and objectives for Town management and creating effective engagement and public participation with residents, state legislators and other elected officials in order to achieve our mission.

Call Meeting to Order
Rob Scherer called the meeting to order at 7:00 pm. Present at the meeting were Chair Rob Scherer, Vice Chair Steve Mitchell, Yolanda Greaves, Joe Magnani, Town Manager Michael Herbert and Assistant Town Manager Jenn Ball.

Cliff Wilson led the pledge of allegiance.

Citizen’s Participation
Gilbert, 15 Mountain Gate Rd., asked for an explanation of the town’s winter parking restrictions. Gilbert explained that his household has three cars and there is not enough space for all the cars in to park in their driveway and would like permission to park on the side of the road. Michael Herbert explained that Doug Small has reached out to the manager of the condo association and he will get back to him.

Scheduled Hearings/Appearances
Warren District
Michael Herbert explained that the Warren District Properties are made up of properties that were purchased and some that were gifted. Michel explained that he would like to hire a Project Manager to manage the Warren and Valentine Properties. He said he would like to use the funding from the Warren District Account to fund this position, which would be a 2-year term position for a total of $112,000.00. Michael also explained that he would like to see 22 Elliot St. used and operated as the Henry Warren Museum and Educational Center. Michael suggests restoring 433 Chestnut St., adding the property to the National Registry and selling it as a private residence. Given the Warren Barn is considered part of the historic vista, he said he would like to see it restored and utilized as a function center. Michael said whatever its use he wants to be sure it is sustainable.

Joe Magnani asked if the position is new or a current position. Joe explained that his concern is that 2 years is not a long enough time period to complete the work that needs to be done. Michael said the position is new and 2-years should be long enough considering the person would be dedicated to these properties, but the role could be re-evaluated at the 2-year point.

Steve Mitchell wanted to know about how the procurement process works. Michael explained that the position would be advertised and would be supervised by Joe Richardson. Additionally, Steve asked for the job description and if the position would be full-time. Michael responded that he is confident it would be a full-time position.
Yolanda Greaves asked that we have a process in place for hiring. She also wanted to be sure that the Selectmen are included in the public engagement process when options for the properties are discussed.

Rob Scherer has some concerns with the expectations of the employee and wanted to be sure that the Board is involved with development of properties and suggested setting up a committee to work directly with this employee. Additionally, Rob wanted to understand if funding any of this salary from the general budget was an option which Michael did not seem to think would be likely. Rob suggested adding the Sibson Property to this list. Michael said this could be discussed but, in the future, he wants to address these properties first before adding anything additional to the list.

Yolanda Greaves explained that initially she thought the funding for the Warren Properties but feels she could support this as a good use of this funding.

Rob Scherer asked for public comments.

Cliff Wilson wanted the Board to consider applying for grant funding from the Massachusetts Historical Commission grant. Also, he said the house at 22 Eliot St. is about 50 to 60 years older than recorded and he congratulated the Conservation Commission for the work they have done on the property.

Carl Hakansson clarified the funding which he explained consisted of consolidated monies from Northeastern University, the Audubon Society, and the donation from the Green Property. Carl said the money was divided up and designated for five accounts:

1. $250,000.00 - Perpetual Care Account
2. $50,000.00 - 22 Eliot Street
3. $239,500.00 - Hall House
4. $250,000.00 - Warren Barn
5. $100,000.00 - Reserves

Rob Scherer said he understands that the Hall House was the actual location that Henry Warren worked on the clock and would be the right location for the museum as opposed to 22 Eliot St.

Catherine Jurczyk, 11 Rodman Rd., expressed concern with how the public will be involved in the process, and said she wants to be sure we do not draft a job description that does not allow for the process.

Steve said he would like to see a job description and to be sure that it outlines the public process.

Carl Hakansson reminded everyone that most of the work has been done by the Stewardship Committee Volunteers and he is not sure whether that effort will continue. He asked the Board to keep that in mind not to deplete the Warren accounts so that the Perpetual Care Account cannot support it.

Yolanda Greaves suggested identifying a means to generate income so that we are not spending down the funds, and regarding the perpetual account she hoped that the funds have accrued earning since it has not been used since it was established.

Michael Herbert explained that feels some of work that had initially been done will not need to be done as long as the property is maintained.

Joe Magnani stated that he would like a maintenance schedule developed for the project manager to follow.

Michael explained that he would like to onboard the new hire as soon as possible. He requested that the Board authorize up to $112,000.00

Yolanda Greaves made a motion to approve the creation of the Project Manager position up to $112,000.00 for 2-years as requested by Michael Herbert, Town Manager, with the understanding that a job description will be developed, and the
legality of the funding will be confirmed by the next meeting. This motion was seconded by Steve Mitchell with a unanimous vote of 4-0-0.

**1-Acre Parcel at Warren District**
Rob Scherer explained that the request to transfer the envelop parcel of land to the Conservation Commission has been before the Board for a while.

Joe Magnani asked that public access and parking will be maintained. Carl Hakansson explained that the requirement would not change.

Steve Mitchell asked if there was any impact on the Conservation Restriction, and Gene Crouch explained that the proposal would have to go back to Town Meeting.

Yolanda Greaves made a motion to approve the transfer of the 1-acre parcel under the care and custody of the Board of Selectmen to the Conservation Commission and create an Article for Town Meeting for town approval. This motion was seconded by Steve Mitchell with a unanimous vote of 4-0-0.

**JC Auto Sales**
Rob Scherer opened the public discussion concerning JC Auto Sales.

Steve Mitchell explained that the license for JC Auto Sales was extended for only 30 days through January 31, 2019, in order to address abutters’ complaints brought the attention of the Board and concerns regarding the number of vehicles on the property for sale in excess of the permitted number.

Juan Mendez explained that he advertises vehicle prior to the taking delivery and that as cars are sold there is a delay in getting the vehicles removed. Juan explained that he details 40 to 50 cars per week and those cars contribute to the total number of cars on the property. Steve asked how many cars are currently for sale at the property, and Juan responded 15. Steve Mitchell said that today he counted about 20 cars for sale in front of the building not including the 3 that are inside the building.

Yolanda Greaves asked how many of the 47 cars that are advertised on their website are vehicles that have been sold, which Juan responded approximately 25. Additionally, she explained that the house next door has cars located on their property as well and that is not allowed.

Joe Magnani explained that being the License Authority it is the Board’s responsibility to be sure this permit is not violated. He also suggested storing the cars in a well-ordered manner.

Steve requested that the Building Inspector, Mike Crisafulli go out tomorrow and review the inventory to ensure the business is complying. Nitz Mendez said she feels the confusion is coming from the number of businesses being operated in addition to the online cars.

Rob Scherer asked for comments from the public.

Wilma Burnell asked how many cars are allowed on the property. Steve Mitchell explained that the Board only regulates the sale of the cars. Additionally, Wilma asked that the cars be removed from the house next door and raised concern with the speed the cars enter and exit that property. Juan explained that he owns the property next to JC Auto and he does not park any cars on Rodman Rd., but he does have vehicles next to building.

Helen Lewis expressed concern with the number of vehicles on the property and asked for information concerning the inspection process. Helen also asked if the Inspector checks the invoices to determine which vehicles are for sale. She said her main concern is the number of vehicles and the movement of vehicles without plates.

Wilma Burnell said that the police have been involved in the past because of the visibility and the speed of cars entering and exiting.
Steve Mitchell would like to table a discussion until January 16, 2018 and have Mike Crisafulli go out and complete an inspection and report back on his finding.

Michael Herbert suggest that the Board strengthening the Class II language, so that is clear concerning the total number of vehicles allowed.

**Fusion**

Johnny Ng explained that the after the fire at Fusion the insurance company has been slow to respond. After several months the insurance company refused to pay the claim. Johnny explained that since the restaurant fire he has been working for Hanto in Northborough. Steve Mitchell explained that after 14 months since the business has been in operation the Board would like to understand the future for the business, and given it has an alcohol license the business is placed on a 6-month notice before the license will be pulled. Johnny asked for more than 6 months to resolve this issue.

Yolanda Greaves asked to have Johnny Ng come back before the Board in March and consider giving him the 6-month notice at that time.

Yolanda Greaves made a motion to have Johnny Ng come back before the Board in March and provide an update on the progress and apply the 6-months’ notice at that time if no progress had been made. This motion was seconded by Joe Magnani with a vote of 3-0-1 (Mitchell)

**Appointment of Robert DiBenedetto**

Robert DiBenedetto, 130 Cordaville Rd., said he has lived in Ashland for 2 years and he feels that his profession in Civil Engineering will be beneficial to the Zoning Board of Appeals and he looks forward to giving back to the town.

Yolanda Greaves made a motion to appoint Robert DiBenedetto to the Zoning Board of Appeals (ZBA) as recommended by the ZBA and Chair John Trefethen. This motion will be seconded by Steve Mitchell with a unanimous vote of 4-0-0.

**Consent Agenda**

A. Accept the following donation given to the Ashland Public Library:
   a. A dogwood tree in honor of Lois Bennett’s service to the community.
   b. Robert Jorgenson Painting donated in the honor of Bill Brown’s service to the Friends of the Ashland Public Library.
   c. Framed print donated by Kab Rabinowitz.

B. Request a waiver for the 15-day waiting period for Nathalia Cordeiro part-time Police Dispatcher.

Yolanda Greaves made a motion to accept the consent agenda as presented. This motion was seconded by Joe Magnani with a unanimous vote of 4-0-0.

**Old / New Business**

**Town Manager Contract Extension**

Rob Scherer read a statement from the Board that indicated they have renewed the Town Manager’s contract for an additional 3 years through December 31, 2021, which Michael Herbert has accepted.

**Community Choice Aggregation Program**

Michael Herbert explained that the Board agreed to move forward with a 3-year contract with Public Power’s Community Choice Aggregation Program that provided a 3-year fixed rate for approximately $0.11 for 100% renewable energy, it has provided a savings of over $700,000.00 for the rate payers as compared to Eversource’s rates.

**Review Development Agreement with United Group of Companies**

Michael Herbert mentioned that as part of the discussion concerning the RTD there was a conversation about including a portion of affordable units and 55+ housing. Michael said that since there has been additional discussion that would
allow for a development of 62+ apartments, with 25% of the housing being affordable. This would allow the town to count all the units towards the affordable stock.

Michael reviewed the proposal highlights.

Yolanda Greaves expressed concern with the number of the parking spaces that have been allotted but Michael explained that this project has been built in many other communities and the model has worked well.

Joe Magnani suggested adding a bond provision to cover potential road damages.

The Board asked to have the developer provide conceptual drawings and invite them to the January 16, 2018 meeting.

Steve Mitchell made a motion to continue past 10:00 pm. This motion was seconded by Yolanda Greaves with a unanimous vote of 4-0-0.

**Tax Agreement with Ashland Solar LLC**

Michael Herbert explained that he is asking the Board to sign Tax Agreement with Ashland Solar LLC for $75,000.00 per year for 20 years.

Yolanda Greaves made a motion to approve the tax agreement for Real Estate and Personal Property Tax Agreement between Ashland Solar LLC and the Town of Ashland as voted at Town Meeting. This motion was seconded by Steve Mitchell with a unanimous vote of 4-0-0.

**P&S for 0 Oregon Road**

Michael Herbert asked the Board to sign Purchase and Sale for 0 Oregon Road and approve adding it to the Ashland Town Forest.

Yolanda Greaves made a motion to sign and approve the Purchase and Sale for 0 Oregon Road as approved at Town Meeting. This motion was seconded by Steve Mitchell with a unanimous vote of 4-0-0.

**Oak Street Conservation Restriction**

Marty Ring came before the Board on behalf of the Conservation Restriction Working Group and is requesting the Board sign the Oak Street Conservation Restriction.

Steve Mitchell said that he believes the document presented is from 2015 and he is concerned the Board has no confirmation that it has been reviewed by legal counsel.

Cathy Rooney explained document changes included was moving a path away from a vernal pool and removing documents that referenced the Forest Stewardship Plan because it was not required.

Christa Collins Director of Land Protection at Sudbury Valley Trustee (SVT) explained that this has been one of the longest Conservation Restrictions based on the changeover at the state level and their review process and they would like to get this.

Yolanda Greaves made motion to approve the sign the Oak Street Conservation Restriction as presented and thank you to the SVT for being the grantor. This motion is seconded by Steve Mitchell with a unanimous vote of 4-0-0.

**Ashland Historical Commission**

Steve Mitchell explained that there are currently several vacancies on Ashland Historical Commission which prohibits them from holding meetings due to lack of a quorum.

**Volunteer Breakfast**

The Board suggested extending the invitation to include more volunteers and volunteer committee members.
Susan Robie asked the Board for a date to schedule the Volunteer Breakfast. The Board decided on March 9th from 8:30 am to 10:00 am at the Community Center.

**ARA Home Rule Language Change**
Michael Herbert explained that Town Meeting voted to dissolve the ARA, transferring the assets to the town. Michael said during the 3rd reading they decided the language needed to be revised. Michael explained that he needs the Board to vote and approve the new language.

Additionally, Michael explained that the language change requires the Board to determine a use for the property prior to transferring the property back to the town. It would have to be determined that the property would be used as Affordable or Open Space. The property in question is 125 Front St.

Steve Mitchell made a motion to approve ARA home rule language change for the dissolution of the ARA which includes the property owned by the ARA located at 125 Front St. in the town of Ashland which shall be permanently restricted for affordable housing or open space purposes. This motion was seconded by Joe Magnani with a vote of 3-0-1(Greaves)

**Sign Policy**
Steve Mitchell provided the Board with a draft sign policy. Steve said the revised policy combines the traffic island sign policy and the new draft policy to create one policy that addresses signs on town property.

**Transfer Line Replacement Project**
Rob Scherer explained that he submitted questions about sustainability, the Conservation Commission’s concerns and information regarding the need for this project. Rob said he is waiting for an explanation why the preferred route is better than the alternate route. Additionally, they are seeking information about potential safety issues, if any.

**Town Manager Reports**

**2020 Budget Update**
Michael is anticipating the first part of the January 16, 2019 Budget Meeting to be a joint meeting with the Finance Committee. He said he is expecting several challenges this budget year.

**Opioid Update**
Michael provided an update on the class action lawsuit against big pharmaceutical companies the town contemplated joining. However, after speaking with Attorney Sandman and reviewing the cost benefit analysis, Attorney Sandman determined that it would not advantageous at this time, but Michael said the decision can be revisited if there is a spike in opioid incidents.

**Update on Town Planner Vacancy**
Michael said that Sheila Page, the prior Town Planner left Ashland in December for a position in Lexington. He has asked Bernie Lynch, a consultant with Paradigm Associates to assist with the recruiting effort to fill the Town Planner position. Michael hopes to have the position posted and filled by March.

**Board Reports**

**Joe Magnani**
Joe wished everyone a Happy New Year. He also extended his condolences to several families in town that have recently lost a family member.

Joe attended the Employee Recognition Luncheon. He also attended the School Committee budget meeting and found their financial challenges very eye opening.

**Yolanda Greaves**
Yolanda also attended the School Committee budget meeting and see their challenges as a problem the community must address and work with our legislators to resolve.
Yolanda reported that on January 10th MAPC is holding their Metro Common Regional meeting at the Ashland Library, and, on February 1st the MetroWest Regional Collaborative is also holding their meeting at the Ashland Library.

**Steve Mitchell**
Steve also attended the School Committee budget meeting and sad he learned the budget impact a few children with specific needs, students that speak English as their second language, and the increased enrollment and transportation, which he recognizes to be the town’s problem to solve, not the schools.

Steve congratulated Senate President Senator Spilka on her election.

Steve asked for a legal update at an upcoming meeting.

Steve also remembered Dorothy who recently passed.

He reported the Mass Municipal Association Annual Conference will be held on January 18th and 19th.

Steve noted that he is impressed with the Senior Citizen’s News improvements and offered kudos to the Elder Services.

**Rob Scherer**
Rob mentioned that he thinks the post card collection across from the Town Clerks Office is very interesting.

Rob said he attended a comedy show on December 31st at the Art Center and thought it is a format Ashland could emulate.

He also reported that the Governor releasee to report on the future of transportation and asked the Board to review the report.

**Meeting Materials:**
This agenda is subject to change and includes those items reasonably anticipated by the Chair to be discussed at the meeting. Not all agenda items may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.
TO: Ashland Board of Selectmen

FROM: Michael Herbert, Town Manager

DATE: December 29, 2018

RE: Proposal for Warren District and Valentine Estate

Ashland has decided to take a proactive approach in determining its future. One way we have done this is by acquiring properties in order to: 1) decrease the chance for inappropriate development in areas that could be better served by other uses, and 2) give us the opportunity to develop something unique and creative by preserving and repurposing cultural and historical assets.

While a net positive, our ambitious agenda in acquiring these assets and initiatives did not accompany with it a corresponding increase in staff to help manage the maintenance and disposition of these properties.

Also, Ashland has no shortage of ideas to best utilize these properties. What we do not have is a process to look at these ideas holistically and a process to determine what is realistic and what is not realistic, nor the pros and the cons of each idea. In order for such a process to not become a long drawn out affair, it needs focused leadership and resources to ensure it is happening correctly and fairly.

Therefore I am recommending that the Board of Selectmen authorize $112,000 to come from the Warren District account to hire a designated project manager to manage the stabilization, redevelopment, and restoration of the Warren District and the properties contained therein, as well as the Valentine Property. After consultation with staff, work can be broken down to three separate phases:

1. Stabilization of existing property - Ensuring that further decay and disrepair do not happen, giving us the time to determine uses for the property. This will also include ongoing maintenance of the property during this time frame.

2. Managing a robust public process - The project manager will also manage the public process to determine how we are going to use the Valentine Property, and help evaluate suggestions for each provided below.
3. Overseeing the redevelopment/restoration of properties - This will be very procurement heavy. Essentially serves as clerk of the works. Responsible for making sure properties stay functioning and that the overall goal is achieved.

Funding of salary for the project manager will come directly out of the Warren District account, at $56,000 annually, for a two-year period resulting in a cost of $112,000. The Town would absorb benefits related to the position.

At its meeting on October 18th, a number of ideas were put forward with regards to the properties at the Warren District. This input, combined with the restrictions already put in place on the properties leads to the following suggested uses:

<table>
<thead>
<tr>
<th>PROPERTY</th>
<th>PROPOSED USE</th>
<th>RATIONALE</th>
</tr>
</thead>
<tbody>
<tr>
<td>22 Eliot Street</td>
<td>Museum/Educational Center - Can be used to house information about WW and Henry Warren's Life and Inventions. &quot;Home Base&quot; for Educational Programs both locally and with FSU</td>
<td>Uses are already restricted. Currently functioning in this capacity already. Will be looking to expand the scope and mission.</td>
</tr>
<tr>
<td>433 Chestnut Street</td>
<td>Private home on National Register - Home privately restored using private money but</td>
<td>Other proposed uses (Art Center, Museum) have been proposed in better (i.e. more sustainable) locations. This is a cost effective option to get the outcome the town desires, which is a historical home preserved in perpetuity</td>
</tr>
<tr>
<td>Warren Barn</td>
<td>Function Center similar to the Holliston Historical Society</td>
<td>The Warren Barn is part of an iconic vista that already attracts a number of individuals for pictures and other scenic uses. A function center can be used in partnership with FSU's facilities and parking as well as its new hospitality program. This will also allow us to potentially share the cost burden of restoring the property with FSU.</td>
</tr>
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Uses for the Valentine property are many but are less obvious. As such the Valentine Property will take a more structured evaluation process. I do not have a recommendation but here are some questions that should be answered as part of that process:

1. Function Hall similar to Holliston Historical Society - is this really feasible given the fact that there is a very popular one right nearby? In addition we will have something similar at the Warren District. What kind of market is there for this type of use. If there isn’t a market how will it be sustained?
2. Arts Center - Is this really the best location for an Arts Center? With limited parking, what size venue would we be thinking of. Its location would make it a stand-alone center, meaning that people would not have the opportunity to walk to other parts of town and frequent their businesses in conjunction with visiting the arts center. There are already three regional arts
facilities nearby (Hopkinton, Framingham, Natick) some of which are already struggling. Why would a performer/artist want to come to Ashland versus one of the other locations?

3. Working Farm/Farm to Table Restaurant - How many farmable acres are there on site? What would the cost be to clear land associated with this use? Who would manage the restaurant? Would it require a subsidy from the Town? If so, how much and where would the funding come from?

4. Office Space - How much would it cost to renovate the property for this purpose? Does this purpose preclude using the rest of the space for some other purpose? What are the benefits of locating office space in a historic home?

I would like to start this process as soon as possible, with the beginning of the calendar year focused on securing and maintaining the properties. As mentioned earlier, I do think this process should last at most two years.
J.C. Auto
Limit - 15 vehicles
75 parked out back

30-40 - Detail
15 - Trade-In
15 - Junk
15 - Warranty
Robert DiBenedetto
1 message

jftjr@aol.com <jftjr@aol.com>
To: srobie@ashlandmass.com
Cc: amolinadumas@ashlandmass.com

Fri, Dec 14, 2018 at 8:27 AM

Dear Board of Selectmen - At its meeting on Tuesday, December 11, the Zoning Board of Appeals interviewed Robert DiBenedetto, who has expressed an interest in joining the ZBA. His professional qualifications as a civil engineer would greatly benefit the work of the ZBA. In addition to answering our questions he asked questions of us that indicated that he has given thought to the contributions that he could make. He also expressed a strong desire to contribute to the Town of Ashland. All of us on the ZBA believe he would be a valuable member and wholeheartedly endorse his appointment as an Associate Member of the ZBA.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

John Trefethen
Chairman, Zoning Board of Appeals
From time to time, positions become available on committees appointed by the Board of Selectmen. Positions are not always readily available. Each committee or position has a different commitment level that is needed in order to be an effective member. Committees meet on a regular schedule, typically once or twice a month in the evening. Some committees require members to gather and review information outside of the meetings that are held. Committee chairs or staff is able to provide a better understanding as to the commitment that is needed for each position.

Upon receipt, your Talent Bank Form will be reviewed by the Town to determine if a current match exists between your desire to serve and openings that currently exist. Your application will be added to the list of volunteers who have expressed an interest in serving. We thank you for your interest in serving the Town of Ashland and returning this application.

Name: ROBERT M DIBENEDETTO
Address: 130 CORDAVILLE ROAD
E-Mail Address: ROBDB27@GMAIL.COM

I am interested in serving the Town in the following positions:

- Ashland Cultural Council
- Board of Health
- Community Preservation Act Committee
- Council on Aging
- Nyanza Advisory Group
- Roadway Safety Committee
- Sustainability Committee
- Upper Charles Trails Committee
- Road Traffic Safety Committee
- Other:

Ashland Redevelopment Authority
Community Preservation Committee
Conservation Commission
Historical Commission
Open Space & Recreation Committee
Stormwater
Town Forest Committee
Youth & Family Services Advisory Board
Zoning Board of Appeals

BACKGROUND:
Employer: HANCOCK ASSOCIATES
Education: B.S. CIVIL ENVIRONMENTAL ENGINEERING - UMASS DARTMOOR - 2003

Please describe other skills and interests:
PROFESSIONAL ENGINEER (P.E.) IN MASSACHUSETTS;

SOIL EVALUATOR, ENTRY GARDENING, HIKING/NATURE TRAILS, SWIMMING,
SKIING, TRAVELING, FATHERHOOD.
13 December 2018

Ashland Police Department
137 Main Street, Ashland, MA 01721

Dear Sgt. Ed Burman,

My name is Nathalia Cordeiro and I am writing to apply for the part time public safety dispatcher position. I am a last semester senior sociology major and criminal justice certificate. I have always wanted to become a police officer. The dedication that officers have to their the protection and safety of their towns is admirable. I believe that with my passion to serve the community with proper training I would be an asset to the department.

I have gained professional experience while working for the Hampshire County Sheriff’s Office and House of Corrections. I have worked both for their treatment rehabilitation programeing department as well as a summer help correctional officer. I greatly developed my communication skills by leading rehabilitation groups for the men incarcerated. I also worked with various post release treatment housing in order to secure spots for the men to relocate to. As a correctional officer I used the communication skills I developed to continue effectively communicating with the men, but now in a security position. I adapted to my new role and learned to show respect to the men there while also enforcing and adhering to the rules of the facility.

I am someone with a lot of self motivation. I have managed my time effectively throughout my years at UMass making dean’s list a couple semesters while also working part time and graduating a semester early. I was an ROTC Army cadet my first year and then on the UMass women’s club rugby team. I enjoy an active lifestyle that comes with challenges both physically and mentally. I am determined to work as a police officer and working as a dispatcher would be a great introduction to the field. I look forward to discussing the position with you in more detail as well as the hiring process.

Sincerely,
Nathalia Cordeiro
Nathalia Rodrigues Cordeiro
Ashland MA 01721

EDUCATION

University of Massachusetts Amherst - Amherst, MA
Bachelor of Arts in Sociology
Certificate in Criminal Justice
  • Relevant Coursework: Foundations of Officership, Basic Leadership, Individual,
    Leadership Studies, Criminology, Drugs and Society, Sociology of Law, Sociological
    Theory
  • Cumulative GPA: 3.3/4.0

Lorenzo de’ Medici University - Florence, Italy
  • Relevant Coursework: International Relations

RELEVANT EXPERIENCE

Hampshire House of Corrections - Northampton, MA
Summer Intern - Correctional Officer
  • Responsible for overseeing and ensuring safety of inmates, while enforcing the rules of
    the institution.
  • Maintaining the confidentiality.
  • Establish myself as a strong female leader in a male dominated facility.
  • Used my Portuguese language skills to assist in the communication of inmates who did
    not speak English.
  • Assisted in booking and pat searching females who were arrested.

Hampshire House of Corrections - Northampton, MA
Treatment Intern
  • Developed strong communication skills for interacting with inmate population.
  • Provided important guidance and resources to inmates by planning treatment groups.
  • Used Microsoft programs to input data and assist in groups.

EXTRACURRICULAR ACTIVITIES

Women’s Club Rugby, UMass Amherst - Amherst, MA
  • Manage my time effectively to be a productive student and committed team member
  • Developed leadership and teambuilding skills

Army ROTC, UMass Amherst - Amherst, MA
  • Learned the Army’s value
  • Obtained experience with management and overseeing of projects
  • Color Guard Member presented the flags at school events

Employment

Olde Towne Tavern: Amherst, MA
   Bartender
   May 2016 - Aug 2018

Firefly’s Restaurant: Marlboro, MA
   Apr 2018 – Present

Graduation: Dec 2018
Jan 2017 - May 2017
May 2018 - Aug 2018
Sep 2017 - Dec 2017
Aug 2016 - Dec 2016
Aug 2015 - Aug 2016
ATTENTION EVERSOURCE CUSTOMERS!

As of January 2019 your rates are going up to 15 cents per kilowatt hour. That’s an increase of over 15%.

If you do not do anything your rates will increase. If you would like to take control over your rate increases and lock in a lower rate that will not change you can call 1-866-991-9350 Mon-Fri between the hours of 9 and 5pm to speak to a specialist to see what rate your business account may qualify for.

You may unsubscribe from future notifications by sending an email to lowermybill2018@gmail.com
Draft December 17, 2018

Development Agreement

This Agreement is entered into this the __ day of ____________, 2019 by and between the Town of Ashland, 101 Main Street, Ashland MA by and through its Board of Selectmen (“Town”) and ________________, ___________ ("Developer").

WHEREAS, the Developer seeks to develop a certain parcel of property located in the Rail Transit District ("RTD") known as Lot 2 as more fully set forth on the plan attached hereto and which shall be referred to as the “Concept Plan” more specifically set forth on Exhibit A and consisting of 28.44 acres +/- (the “Premises”).

WHEREAS, the Developer has control of the Premises pursuant to an Offer to Purchase/Purchase and Sale Agreement by and between the Premises Owner, Ashland RTD Apartments LLC and the Developer which is dated ____________, 2018; and

WHEREAS, the Developer is in need of certain approvals from the Town including Site Plan Review as well as zoning changes applicable to the Premises; and

WHEREAS, the Town is desirous of the Developer undertaking the “Development” and will support certain zoning changes related thereto.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for the mutual promises set forth below, the Parties agree as follows:

1. The Developer shall develop the Premises by constructing no more than 180 for rent multi family units in the following configuration and with the following parameters:
   a. The units will be garden style rental units.
   b. There will be a clubhouse and related amenities
   c. 25% of the units will be deemed affordable with ______% being 80% AMI and ______% being 30%-50% AMI. The affordability restriction is set forth in more detail below.
   d. There will be a maximum building density of 20 units per acre.
   e. The building height shall not exceed 4 stories as defined in the Town of Ashland Zoning Bylaw.
   f. The proposal shall be a senior residential development limited to tenants which are 62 years of age and older.
   g. There shall be no more than a total building footprint of 25,000 square feet. There shall be no more than ___ buildings.
   h. The Parking ratios shall be one parking space per unit.
   i. The proposal shall be in substantial conformance with the Concept Plan (the “Development”).
2. The Developer shall apply for all appropriate permits with the Town in order to undertake the Development. The Developer agrees to pay all peer review fees, including but not limited to engineering, legal, and architectural, associated with review of the proposed site plan review amendment or new filing with the Planning Board, Conservation Commission or any other necessary review authority in Town. Notwithstanding anything in this agreement to the contrary, the Developer and the Town agree that there may be additional mitigation and improvements required as part of the Site Plan Review process as it relates to traffic and stormwater mitigation and the Developer agrees to implement and pay for same.

3. All residential developments developed at the Premises or on any portion thereof shall be subject to the following affordable housing provisions:

A. Inclusionary Zoning Requirements for Multifamily Housing at RTD

a. Purpose and Intent. The purpose of this Section is to outline and implement a coherent set of policies and objectives for the development of affordable housing to promote a reasonable percentage of housing that is affordable to low and moderate income buyers in the RTD. It is intended that the affordable housing units that result from this Section be considered as Local Initiative Program ("LIP") dwelling units in compliance with the requirements for the same as specified by the Massachusetts Department of Housing and Community Development ("DHCD"), or successor, or additional programs adopted by the Commonwealth or its agencies, and that said units count toward the Town’s requirements under G. L. c. 40B sec. 20-23, as amended.

b. Definitions. For the following definitions refer to [Article 8.4.3: Definitions], “Affordable Housing Unit”, “(Qualified) Affordable Housing Unit Purchaser” and “(DHCD) Affordable Housing Unit Sales Price or Rent”.

c. Applicability. Upon the effectiveness of the Agreement, applications for approval of all multifamily housing developments creating four (4) or more new or converted units, including housing within mixed use developments, whether on one or more contiguous parcels, owned or controlled by the Developer or a related entity, now or in the future, shall provide an affordable component within the project pursuant to the provisions in this Section. The Affordable Housing Units to be provided shall remain affordable in perpetuity. This provision shall apply whether the proposal is for rental or ownership units. The Affordable Housing Units required above shall be affordable to persons and households of low and moderate income as defined by G.L. c. 40B, Section 20. The applicant for any housing project shall be responsible for preparing a Massachusetts Local Initiative Program Units Only Application, as administered by the DHCD or any successor program, or an application for any other program that provides for inclusion of such Affordable Housing Units as part of the Town’s affordable housing inventory under G.L. c. 40B Section 20.
d. For multifamily housing developments, the applicant proposing such development shall provide one (1) Affordable Housing Unit within the development for every four (4) housing units constructed. When the calculation of the number of Affordable Housing Units to be provided yields a fraction, the applicant shall round up to the next whole number of Affordable Housing Units.

e. Payments to the Affordable Housing Fund. Payments related to the affordable units shall be paid to the Affordable Housing Trust Fund and shall be kept separate and apart from other monies by the Town Treasurer. Any moneys in said fund shall be expended in accordance with G.L. c. 44 Section 55C or other applicable statutes, to support the creation of low and moderate income housing units which meet the definition of “low or moderate income housing” as defined by MGL Chapter 40B, Section 20. All moneys which are collected as a result of any contribution to this fund shall be transferred to the principal of said fund, and the Town Treasurer shall be the custodian of the fund and shall deposit the proceeds in a bank or invest the same in such securities as are legal for the investment of funds of savings banks under the laws of the Commonwealth of Massachusetts, or in federal savings and loan associates situated in the Commonwealth. Any interest earned thereon shall be credited to and become a part of such fund.

f. Monitoring. The monitoring of affordability for rental units, including changes in tenants, shall be supervised by the [the “Ashland Housing Partnership” (“AHP”)] pursuant to a Memorandum of Agreement (MOA) between the applicant proposing the housing project and the AHP. Such MOA shall provide for monitoring fees for the administration of such affordable units by the AHP and shall be subject to approval by the Board of Selectmen. Affordability of these units shall be established by deed rider, covenant, or equivalent mechanism, subject to review and approval of the Board of Selectmen. Funding for oversight of conducting a lottery and other administrative actions shall be provided by the applicant.

g. Provisions Applicable to Affordable Housing Units

1) Siting of Affordable Housing Units – All Affordable Housing Units constructed under this Section shall be situated within the development so as not to be in less desirable locations than market-rate units in the development and shall, on average, be no less accessible to public amenities, such as open space or recreational facilities, as the market-rate units and shall be interspersed throughout the development.

2) Minimum design and construction standards for Affordable Housing Units – Affordable Housing Units within market rate developments shall be integrated with the rest of the development and shall be compatible in size, design, appearance, construction and quality of materials with other units.
3) Timing of construction or provision of Affordable Housing Units or lots — Where feasible, Affordable Housing Units shall be provided coincident to the development of market rate units. One in every four units made available for rent shall be an affordable unit beginning with the first four units.

h. Administration. The Board of Selectmen shall adopt and maintain regulations incorporating the necessary policies, procedures and requirements to implement the provisions of this Section. Such regulations may include criteria of maximum incomes, sales or rental prices, resale price, preservation of affordability and calculation of payments for fractional units. In all events, the Board of Selectmen shall use the DHCD regulations governing same.

i. The Developer agrees that, there shall be no three (3) bedroom residential units developed at the Property. The total number of units built, % shall be one bedroom units, and % shall be two bedroom units. Construction of the one and two bedroom units shall be done on a rolling pro-rata basis per 100 units so as to maintain the foregoing ratio. For the purpose of this Agreement, “bedroom” shall mean a room providing privacy, intended primarily for sleeping and consisting of not less than 70 square feet. A bedroom for the purpose of 310 CMR 15.02 shall constitute a bedroom for the purposes of the RTD. For the purpose of this Agreement, a one bedroom unit shall have one bedroom in addition to the kitchen, living/dining room, study (as hereinafter defined) and bathroom(s); a two bedroom unit shall include also a kitchen, living/dining room, study (as hereinafter defined) and bathroom(s). A “study” shall mean an area not containing a closet and not separated from surrounding areas by a door (i.e. open to surrounding areas so as not to provide privacy) and having a minimum opening to surrounding areas no less than six feet in width and a minimum of seven feet in height. All leases and/or deeds shall specify the number of bedrooms associated with such unit and shall specify that any “study” shall not be permitted to be used for bedroom purposes.

4. In consideration of the additional public safety impacts of the proposed development, namely fire and police access to the structures and items associated therewith, the Developer shall pay to the Town as mitigation, $1,000 per unit which shall be paid at or prior to the issuance of the each certificate of occupancy for each building completed on site. The Developer shall provide said public safety mitigation to the Board of Selectmen for use in capital purchases, construction or operations of public safety related services for the Town as the Board of Selectmen deem appropriate.

5. All roads and drives within the development shall be and always remain private. The Developer agrees not to petition Town Meeting for the acceptance of same as public ways. All snow plowing, trash pick-up, recycling, lighting and electricity, water and sewer from the point at which the Premises shares a property line with the “MBTA Access Road” so called inward to the Premises shall at all times remain private and the Town shall have no responsibility for same.
6. A. The foregoing obligations shall run with the Premises and shall be binding upon Developer, its heirs, successors, and assigns. A notice thereof in the form attached hereto as Exhibit B shall be executed by Developer and the Owner and recorded with the Registry of Deeds upon execution hereof.

B. Notwithstanding the foregoing, the restrictions set forth herein shall not run with the portion of the Premises which is subject to reversion to the Town of Ashland pursuant to that certain Restriction recorded in Book __ Page __ and dated ___________, 2019 and which land will hereinafter be deeded to the Town from the Developer.

7. The Developer shall pay all appropriate Peer Review Fees in accordance with rules and regulations of the Planning Board, Conservation Commission or other Town board or commission from which the Developer must receive its permits.

8. The Town does hereby undertake to support the zoning change permitting a height of 4 stories and the limitation on housing units restricted to individuals 62 years and older. Said zoning change to be presented at a Special Town Meeting to be held on or before February __, 2019. Said support does not guarantee passage of said zoning amendment. The Town will support the Proposed Development but the parties hereto acknowledge that the permit granting authorities are independent and the Board of Selectmen can not guarantee the outcome or unduly influence any permit granting agency. In the event the zoning change is not adopted at the Town Meeting noted herein, this Agreement shall be null and void and of no further force and effect and the parties hereto shall have no further recourse at law or in equity against one another.

9. Any notice hereunder shall be in writing and shall be deemed duly given if mailed by certified or registered mail, postage and registration charges paid, by overnight delivery service with receipt, or by hand delivery to the Town of Ashland and the Developer at the addresses set forth below:

Town of Ashland
101 Main Street, 1st Floor
Town Hall – Ashland, MA 01721
Attention: Town Manager

With a copy to:

Lisa L. Mead, Esquire
Mead, Talerman, & Costa, LLC
30 Green Street
Newburyport, MA 01950
978 463 7700
Lisa@mtclawyers.com
To Developer

With a copy to:

10. It is the expressed intention of the Developer that each and every term, condition and provision hereof be fully enforceable and binding on the Premises. Should, however, any one or more of the provisions contained herein for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.

11. This Agreement shall be governed and constructed in accordance with the laws of the Commonwealth of Massachusetts. Nothing in this Agreement shall affect the rights of the Town of Ashland, in the exercise of any of its powers under applicable law with respect to the proposed development of the Property, including, but not limited to, the powers of the Ashland Planning Board pursuant to its site plan approval or Special Permit Process or the Conservation Commission in its Notice of Intent process. Nothing in this Agreement shall release the Developer from the obligation to satisfy all applicable provisions of law in the proposed development of the Property.

12. After recording of this Agreement, this Agreement can only be modified if such modification is in writing signed by the Developer and the Board of Selectmen.

13. If Developer shall default in the performance of any term, covenant or condition of this Development Agreement, which default shall continue for more than thirty (30) days after written notice to Developer (or if such default shall be reasonably expected to take more than thirty (30) days to cure, said longer period of time), Ashland shall have the right to (i) terminate this Development Agreement; (ii) withhold any Approvals issued by Ashland; or (iii) exercise any other remedy available at law or in equity, including commencing an action for specific performance. Developer shall reimburse the Town its reasonable legal fees and other expenses in seeking enforcement hereof. Any and all amounts due hereunder and any obligations hereof, if any, shall be considered a Municipal Charge and may be enforced pursuant to G.L. c. 40 sec. 57.

14. This Development Agreement shall be effective as of the date it shall be executed by both Developer and the Town. The Developer acknowledges and agrees that there are provisions here in which effect that certain Covenant dated _________ and which control activities on the property and that in order to effectuate same, the Board of Selectmen, Planning Board and Ashland RTD Apartments LLC must agree to modify the Covenant prior to those provisions becoming effective.
15. Through this Agreement, the Board of Selectmen do hereby release any and all restrictions on Premises which may be applicable by the Declaration of Development Restrictions and Development Agreement dated August 18, 2015 by and between Ashland RTD Apartments LLC and Megunko Transit District LLC and the Town of Ashland a notice of which is recorded in the Middlesex South Registry of Deeds Book __ Page __ except paragraph 21 wherein as regards the ongoing maintenance of the MBTA Access Road. The Declarant therein has joined this Agreement for the sole purpose of acknowledging and releasing said restrictions and burdens only in so far as they apply to Lot 2 – the Premises herein.

16. Prior to the initiation of any court proceeding regarding the terms of this Agreement or performance thereunder, the Town and the Developer agree that such disputes shall be first subject to nonbinding arbitration or mediation, for a period not longer than sixty (60) days.

17. This Development Agreement is the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions.

IN WITNESS WHEREOF, this instrument is sealed and delivered as of this ____ day of ____________________, 2019.

Town
Board of Selectmen

Developer
United Group of Companies

__________________________________
Its

__________________________________

As to release of Declaration of Development Agreement and Restrictions, August 18, 2015 as it applies to Lot 2.

Ashland Apartments RTD LLC

Megunko Transit District LLC

__________________________________
Robert E. Gayner, Manager

__________________________________
Robert E. Gayner, Manager
EXHIBIT A
PREMISES
EXHIBIT B
PRELIMINARY DESIGN PLAN
DRAFT

TAX AGREEMENT
FOR REAL AND PERSONAL PROPERTY

between

ASHLAND SOLAR LLC

and

THE TOWN OF ASHLAND

dated as of ___, 2018.
TAX AGREEMENT FOR PAYMENT OF REAL AND PERSONAL PROPERTY

THIS AGREEMENT FOR PAYMENT OF REAL AND PERSONAL PROPERTY TAXES (this "Agreement") is made and entered into as of _____, 2018 by and between ASHLAND SOLAR LLC, a Delaware-Massachusetts limited liability company with an address of 111 Speen Street, Suite 410, Framingham, MA 01701-88 Black Falcon Ave, Suite 342, Boston, MA 02210; ("Developer") and the TOWN OF ASHLAND, 101 Main Street, by and through its Board of Selectmen, a municipal corporation duly established by law and located in Middlesex County, Commonwealth of Massachusetts (the "Town"). Developer and the Town are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party".

WHEREAS, Developer intends to develop, construct, install, maintain and operate a solar photovoltaic power facility (the "Project") with an expected DC nameplate capacity of approximately 5.997 megawatts on approximately ___ acres, more or less, leased parcel of land located off Megunko Road, Ashland, MA, Middlesex County, Massachusetts (the "Leased Premises"), as more particularly shown in Exhibit A (the "Property");

WHEREAS, the Project consists of the following personal property: (a) solar modules, solar inverters and solar power generating facilities including racking, foundations, support structures, braces and other structures and equipment; (b) circuit breakers, transformers, combiner boxes; (c) control and communication systems; (d) other improvements, facilities, materials, parts, systems, structures, and equipment related to or associated with generation, conversion, storage, switching, metering, transmission, distribution, conducting, sale or other use or conveyance of electricity;

WHEREAS, it is the intention of the Parties that Developer make annual payments to the Town for the term of this Agreement in lieu of personal property taxes on the Project and real property taxes on the Leased Premises, in accordance with G.L. c.59, §38H (Acts of 1997 Chapter 164, Section 71(b), as amended) and the Massachusetts Department of Revenue regulations adopted in connection therewith;

WHEREAS, the municipal purposes of the Project include the establishment of renewable energy facilities as provided in M.G.L. c. 164, section 138-140 and 220 CMR 18.00 et. seq., as may be amended from time to time;

WHEREAS, because both Developer and the Town need an accurate projection of their respective expenses and revenues with respect to the personal and real property that is taxable under law, the Parties believe that it is in their mutual best interests to enter into this Agreement fixing the payments that will be made with respect to all taxable personal and real property incorporated within the Project for the term of the Agreement;

WHEREAS, the Parties intend that, during the term of the Agreement, Developer will not be assessed for any statutory personal and real property taxes to which it might otherwise be
subjected under Massachusetts law, and this Agreement will provide for the exclusive payments in lieu of such personal and real property taxes that Developer (or any successor owner of the Project) will be obligated to make to the Town with respect to the Project during the term hereof, provided, however, that the Parties do not intend for this Agreement to affect any direct payments for services provided by the Town to the Project or Leased Premises, including but not limited to, permit fees, consultant services associated with any permit applications, water and sewer services, and similar payment obligations not in the nature of property taxes that Developer is otherwise obligated to pay the Town;

WHEREAS, the Town is authorized to enter into this Agreement with Developer, provided the payments in lieu of personal and real property taxes over the life of the Agreement are expected at inception to approximate the property tax payments that would otherwise be determined under G.L. c.59 based upon the full and fair cash valuation of the Project; and

WHEREAS, the Parties have reached this Agreement after good faith negotiations.

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Payment in Lieu of Real and Personal Property Taxes.** Developer agrees to make payments to the Town in lieu of personal and real property taxes on and after the “Commercial Operation Date” (defined below) for a period of twenty (20) consecutive years. The payments shall be in the amounts and in the years set forth on Exhibit B attached hereto, and shall be made in two equal installments on or before January 1 and July 1 of each year during the Term of this Agreement. The first payment shall be pro-rated over the period between the Commercial Operation Date and the first semi-annual payment date, and the last payment shall be pro-rated to cover the period between the semi-annual payment date and the expiration of this Agreement. The semi-annual payment amount and payment date will be noted on a semi-annual bill issued by the Town to the Developer and the Town’s wire instructions shall be noted on a tax bill issued by the Town to the Developer at least thirty (30) days prior to the due date. The Town specifically agrees that the semi-annual payment amounts will be made by wire transfer and not by check.

Except to the extent that Paragraphs 2, 3 and 4 of the Agreement provide otherwise, Developer agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor, revaluation, or reduction in the Town’s tax rate or assessment percentage beyond that anticipated by the Parties and already reflected in Exhibit B to this Agreement, and the Town agrees that the payments in lieu of taxes will not be increased on account of an inflation factor, revaluation or increase in the Town’s tax rate or assessment percentage beyond that anticipated by the Parties and already reflected in this Agreement.
2. **Improvements or Additions, Retirements.** To the extent that Developer, at its sole option, makes any capital improvements to the Project or adds additional personal property on or after the Commercial Operation Date, defined as the date which the Project is capable of producing electricity and is ready for regular, daily operations, has approval to interconnect to the LDC system and has all relevant governmental approvals (the "Commercial Operation Date"), the remaining payments in lieu of taxes will be increased as described in Paragraph 3. To the extent that Developer, at its sole option, retires or removes any capital improvements from the Project or retires or removes any personal property from the Project on or after the Completion Date, the remaining payments in lieu of taxes will be decreased as described in Paragraph 3.

Notwithstanding the foregoing, consistent with applicable Massachusetts Department of Revenue regulations, only the addition of equipment on or after the Commercial Operation Date that adds value to the Project (not including replacement of existing equipment, machinery, and pollution control and other equipment that is exempted from local property taxes) will lead to an increase in the payments in lieu of taxes due under this Agreement. No additional payments in lieu of property taxes will be due or required for: (i) replacement of personal property or equipment or machinery that is nonfunctional, obsolete, or is replaced solely due to wear and tear or casualty or as part of scheduled or unscheduled maintenance; or (ii) pollution control equipment that is exempted from taxation by the provisions of General Laws Chapter 59, section 5(44) or other applicable laws or regulations in effect from time to time; or (iii) equipment installed as required by or in response to any statute, law, regulation, consent decree, order, or case mandating additional control of any emission or pollution.

3. **Calculation of Adjustment.** Except as otherwise provided in Paragraph 2, to the extent that on or after the Commercial Operation Date, Developer makes capital improvements to the Project or adds new personal property or equipment to the Project that would increase the value of the Project under applicable Massachusetts Department of Revenue regulations, the remaining annual payments in lieu of taxes under this Agreement will be increased by the product of the mill rate per thousand dollars of valuation at the time of the capital improvement multiplied by the actual cost of the capital improvement or additional personal property or equipment and levelized over twenty years. To the extent that on or after the Commercial Operation Date, Developer retires or removes property from the Project, the remaining annual payments in lieu of taxes under this Agreement will be decreased by the product of the mill rate per thousand dollars of valuation at the time of the removal of the property times the original cost of such retired or removed property. Except as otherwise provided in Paragraph 2, in the event that new property or equipment added to the Project replaces existing property or equipment, the depreciated original cost (net book value) of the existing property or equipment will be deducted from the actual value of the new property or equipment for purposes of the payment in lieu of tax adjustment. In calculating changes in value (+ and -), the tax rate for the then current tax year shall be used in the calculation.

4. **Inventory.** Within six (6) months after the Commercial Operation Date, Developer will provide to the Town an inventory of personal property incorporated into the Project as of the Commercial Operation Date (the "Inventory"). The Inventory will itemize and indicate the
current value of all personal property subject to taxation and adjustment pursuant to Paragraph 3, and all personal property exempted from taxation and adjustment pursuant to Paragraph 3. The Parties agree that the Inventory will include all costs for taxable items that will be incurred by Developer in completing the Project. The Town, its officers, employees, consultants, and attorneys will have the right to inspect the Project in connection with the preparation of the Inventory. If the Developer makes any capital improvements or adds additional personal property to the Project, it will update the Inventory and an updated written Inventory will be provided to the Town on or before March 1 of each year. The Town, its officers, employees, consultants, and attorneys will have the right to periodically inspect the Project on reasonable prior notice to Developer (subject to the Town agreeing to comply with all Developer safety requirements), and to review documents in the possession of Developer that relate to the inventoried property for the purpose of verifying that Developer has accurately updated the Inventory.

5. **Payment Collection.** All rights and remedies available to the Town for the collection of taxes shall apply to the payments in lieu of taxes hereunder, including, but not limited to, the rights and remedies provided in G.L. c. 59 and G.L. c. 60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. The provisions of the General Laws, including but not limited to G.L. c. 59 and G.L. c. 60, will govern the establishment of liens and the collection of any payments in lieu of taxes provided for in this Agreement as though said payments were personal property taxes due and payable to the Town.

6. **Tax Status, Separate Tax Lot.** The Town agrees that during the term of this Agreement, the Town will not assess Developer for any personal property taxes with respect to the Project or real property taxes to the Leased Premises to which Developer might otherwise be subject under Massachusetts law, and the Town agrees that this Agreement will exclusively govern the payments of all ad valorem personal and real property taxes and payments in lieu of such taxes that Developer will be obligated to make to the Town with respect to the Project and Leased Premises, provided, however, that this Agreement is not intended to affect, and will not preclude, other assessments of real property taxes to the Property or the general applicability by the Town for excise taxes on vehicles due pursuant to G.L. c. 60A and/or for services provided by the Town to the Project, including but not limited to, permit fees and consultant services.

The Town agrees that no personal property taxes will be due from or assessed to Developer with regard to the Project or the associated personal property other than the payments in lieu of taxes described in this Agreement. The Town agrees that no real estate property taxes will be due from or assessed to the Developer with regard to the Project or the Leased Premises.

7. **Successors and Assigns.** This Agreement will be binding upon the successors and assigns of Developer, and the obligations created hereunder will run with the Project and Developer’s interest in the Leased Premises. In the event that Developer transfers or assigns its interest in the Leased Premises, or all or substantially all of its interest in the Project, this Agreement will thereafter be binding on the transferee or assignee. A Notice of this Agreement may be recorded in the applicable Registry of Deeds forthwith upon execution. In the event of bankruptcy of Developer, the Town may revoke this Agreement. Developer shall provide no less than thirty
(30) days advance written notice of any intent to transfer or assign its interest in the Leased Premises or all or substantially all of its interest in the Project. Developer may as of right collaterally assign this Agreement to a lender providing financing for the Project ("Lender"), and Lender shall provide a letter to the Town with its notice information.

8. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration for the full and fair cash value of the Project, to the extent that such value is determinable as of the date of this Agreement in accordance with G.L. c.59, §38H. Each Party was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over personal and real property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in the electric utility industry in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project and Leased Premises that are appropriate and serve their respective interests. The Town acknowledges that this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes to the Town. Developer acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate, and reasonable payments in lieu of taxes for the Project and Leased Premises.

9. Additional Documentation and Actions. Each Party will, from time to time hereafter, execute and deliver (or cause to be executed and delivered), such additional instruments, certificates, and documents, and take all such actions, as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement and, upon the exercise by a Party of any power, right, privilege or remedy pursuant to this Agreement that requires any consent, approval, registration, qualification or authorization of any third party, each Party will execute and deliver all applications, certifications, instruments and other documents and papers that the exercising Party may be so required to obtain.

10. Partial Invalidity. If for any reason, including a change in applicable law, it is ever determined that this Agreement may not apply to the personal and real property the parties agree that notwithstanding said determination or change in law that this Agreement will be deemed to continue to apply to the personal and real property. The Parties will cooperate with each other, and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party. If for any reason, including a change in applicable law, a property tax is imposed on the Project or the Leased Premises in addition to the payments in lieu of taxes due under this Agreement, the payments in lieu of taxes due under this Agreement will be decreased on an annual basis by the amount of the property taxes actually paid to the Town for each year. In no event, except as provided for in Paragraph 2 and 3 hereof, shall the payment amounts provided for herein be reduced below the level called for in Paragraph 1. Only in the event that this Agreement is determined to be invalid in accordance with applicable law shall this agreement be void and of no further effect and the Developer shall continue to make payments as noted above.
11. **Notices.** All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, or via overnight delivery service or by U.S. certified mail. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

   To: Developer  
   Citizens Energy Corporation  
   88 Black Falcon Avenue, Suite 342  
   Boston, MA 02110  
   Attn: Brian Morrissey, Managing Director

   To: Town  
   Board of Selectmen  
   Town of ASHLAND  
   101 Main Street  
   ASHLAND, MA 01721

   Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

12. **Applicable Law.** This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts. The Parties agree that sole and exclusive jurisdiction and venue for any action or litigation arising from or relating to this Agreement shall be an appropriate federal court located in the Commonwealth of Massachusetts, provided that such court has jurisdiction. Absent such federal jurisdiction, the Parties agree that sole and exclusive jurisdiction—暨 venue for any action or litigation arising from or relating to this Agreement shall be an appropriate state court located in the Commonwealth of Massachusetts.

13. **Good Faith.** The Parties shall act in good faith to carry out and implement this Agreement.

14. **Force Majeure.** The Parties recognize that there is the possibility during the term of this Agreement that all or a portion of the Leased Premises or Project may be damaged or destroyed or otherwise rendered unusable due to events beyond the control of either Party on account of "Force Majeure." Force Majeure means any act or event that prevents the Developer and the Project from generating power, if the act or event is beyond the reasonable control, and not the result of the fault or negligence, of the Developer, including acts of God, Acts of War and eminent domain proceedings.

   If a Force Majeure event occurs during the term of this Agreement with respect to any portion of the Leased Premises or Project that renders the Leased Premises or Project unusable for the customary purpose of the production of electricity for a period of more than sixty (60) days, then Developer may, at its election, notify the Town of the existence of this condition as well as of its decision whether or not to rebuild that portion of the Leased Premises or Project so damaged or
destroyed or taken.

If Developer elects not to rebuild, then it may notify the Town of its termination of this Agreement and the Leased Premises and Project will thereafter be assessed and taxed as though this Agreement does not exist.

15. Default.

a. "Default" hereunder shall mean (i) the filing by Developer for bankruptcy protection, which is not dismissed, or (ii) if the Developer shall fail to pay any payment required hereunder within thirty (30) days from the date of notification by Town to Developer of such failure and a demand for payment. At all times, Developer's Lender will have the right to cure any and all defaults, and shall have a reasonable period of time (but in any event not more than thirty (30) days) to cure such defaults.

b. In the event the Developer files for bankruptcy protection and is not dismissed, this Agreement shall become null and void from and after the date of such filing, and any taxes accrued from the date of filing shall be in accordance with the Massachusetts General Laws and not calculated or governed by this Agreement.

c. In the event of a Default hereunder which is not cured by Developer’s Lender within the aforementioned thirty (30) day period, then the Developer shall be responsible for and be required to pay to the Town any and all payments required hereunder including those not yet due and payable but which are set forth on Exhibit B, said amounts to be accelerated and paid within thirty (30) days.

16. A. Covenants of Developer: During the term of the Agreement, Developer will not voluntarily do any of the following:

a. seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement, except as expressly provided herein;

b. convey by sale, lease, or otherwise any interest in the Project to any entity or organization that qualifies as a charitable organization pursuant to M.G.L. c.59 Section 5 (Third); or

c. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement.

B. Representations and Warranties of Developer and Town:

Developer and Town each represents and warrants on its own behalf as follows:
a. It is a limited liability company, municipal corporation, or other business entity duly organized, validly existing, and in good standing under the laws of the state in which it was formed, and if a foreign corporation, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.

b. This Agreement constitutes its legal, valid, and binding obligation enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency, or other laws affecting other enforcement of creditors’ rights generally or by general equitable principles.

c. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.

d. None of the documents or information furnished by it or on its in connection with negotiation and execution of this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein, or necessary to ensure that the statements contained herein or therein, in the light of the circumstances in which they were made, are not misleading.

e. The person executing this Agreement on its behalf has the full power and authority to bind it to each and every provision of this Agreement.

C. Developer represents and warrants to the Town as of the date of this Agreement that:

a. Developer is a “generation company” or “wholesale generation company” as those terms are used and defined in G.L. c. 59, § 38H(b) and G.L. c. 164 § 1.


17. Covenants of the Town of ASHLAND. The Town shall comply with all filing requirements of the Department of Revenue relative to this Agreement.

So long as a default is not then continuing under this Agreement during its term, the Town will not do any of the following:

a. seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement;

b. seek to collect from Developer any property tax upon the Developer’s interest in the Property or the improvements thereon (including the Project) in addition to the amounts herein;
c. impose any lien or other encumbrance upon the Leased Premises or the improvements thereon (including the Project) except as is expressly provided herein;

18. Intentionally Omitted

19. Required Approval and Termination: This Agreement shall not be effective unless and until it is approved by: the Town Meeting of the Town of ASHLAND; the ASHLAND Board of Assessors; and the ASHLAND Board of Selectmen. Notwithstanding anything to the contrary herein, this Agreement may be terminated by either Party upon notice to the other Party if: (i) this Agreement is not approved by the Town acting by affirmative votes of its Town Meeting, Board of Assessors, and Board of Selectmen on or before December 31, 2018.

20. Certification of Tax Compliance. Pursuant to G.L. c. 62C, s49A, the undersigned Developer by its duly authorized representative certifies that it is in tax compliance with the tax laws of the Commonwealth of Massachusetts.
Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

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<tr>
<th>TOWN OF ASHLAND</th>
<th>ASHLAND SOLAR LLC</th>
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Approved by the Board of Assessor's on the ___ day of _____, 2018.

| By:                    |                   |
| By:                    |                   |
| By:                    |                   |
EXHIBIT A Site Description

(Insert Site Plan)
EXHIBIT B

Tax Payments

Schedule of Annual Tax Payments

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<tr>
<th>Year</th>
<th>Annual Tax Payment*</th>
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19 $75,000
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*Payments shall be made in two equal installments on or before January 1 and July of each year during the term of this agreement.

______

______

______$_____/year

Insert Schedule
PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made as of the ____ day of ____________, 2018, by and between Mary E. Collins, surviving joint tenant, ("Seller") and Town of Ashland, Massachusetts, a body corporate and politic of the Commonwealth of Massachusetts, , with a mailing address of 101 Main Street, Ashland, Massachusetts ("Buyer").

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Agreement to Buy and Sell; Premises. On the terms and conditions set forth herein, Seller shall sell to Buyer and Buyer shall purchase from Seller the following real property:

   (a) The Premises known as Ashland Assessor’s Map 4 Lot 16 including 7.1 acres +/- as more fully described as Parcel II in a deed dated May 24, 1996 and recorded in Middlesex South Registry of Deeds in Book 26355 Page 182 and located at rear ) 0 Oregon Road Rear, Ashland, MA, (the “Land”), together with all rights, privileges, licenses, and other appurtenances pertaining thereto, including any rights-of-way, buffers, stormwater management facilities, open or proposed streets, alleys, strips or gores of land adjacent thereto, easement rights, air rights and development rights, land use entitlements, water and riparian rights benefiting all or any portion thereof (collectively, with the Land and Improvements, the “Real Property”);

   (b) All existing surveys, architectural plans, mechanical plans, drawings and specifications pertaining to the Real Property, if any, to the extent the same are assignable at no cost to Seller and are in Seller’s readily available possession (the “Plans and Specifications”); and

2. Title; Deed. The Premises are to be conveyed by a good and sufficient quitclaim deed (the “Deed”) running to Buyer. The Deed shall convey good and clear record and marketable title to the Premises, insurable by a nationally recognized title insurance company, free from all title defects and encumbrances, except

   (a) provisions of existing building, municipal, zoning and other governmental laws, ordinances and regulations;

   (b) such taxes for the then current year as are not due and payable as of the Closing Date;
(c) any liens for municipal betterments assessed and recorded after the date of this Agreement; and

(d) such other liens, easements, restrictions, encumbrances, encroachments and other title matters of record and survey matters which do not materially interfere with the Buyer's intended use of the Real Property for municipal wastewater treatment purposes.

3. **Purchase Price.** The purchase price for the Premises (the “Purchase Price”) is ONE HUNDRED NINETY FIVE THOUSAND AND NO/100 DOLLARS ($195,000.00), of which

   (a) A deposit of $1,000.00 (the “Initial Deposit”) was delivered to Mead, Talerman and Costa, LLC (the “Escrow Agent”) upon the execution of that certain Offer to Purchase Real Estate, dated September 6, 2017, by and between Seller and Buyer (the “Offer”);

   (b) An additional deposit of $1,000.00 (the “Additional Deposit,” and collectively with the Initial Deposit, the “Deposit”) shall be delivered to the Escrow Agent upon the execution of this Agreement; and

   (c) The balance of the Purchase Price shall be payable at the Closing (herein defined) by certified or bank check, or by wire transfer.

The Deposit shall be refundable, except in the event of Buyer’s default under this Agreement.

4. **Closing Date.** The Deed shall be delivered to Buyer and the Purchase Price shall be paid to Seller on February 27, 2019, or such earlier time as the parties may agree in writing (the “Closing Date”), at the offices of Town Hall, Ashland Massachusetts, 101 Main Street, Ashland, or at such other place as the parties may mutually agree. Time is of the essence of this Agreement.

5. **Condition of Premises: As Is.** Full possession of the Premises, free of all tenants and occupants is to be delivered on the Closing Date, the Premises to be then (a) substantially in the same condition as they were at the time of Buyer’s “Due Diligence” (as such term is defined in the Offer), with all personal property, except as described on Exhibit A hereto, removed, and (b) in compliance with the provisions of any instrument referred to in Section 2 hereof. Buyer shall be entitled to inspect the Premises at a mutually agreeable time within three (3) business days prior to the Closing Date in order to determine whether the condition thereof complies with the terms of this Section 5. Buyer acknowledges and understands that the Premises will be conveyed “AS IS”, “WHERE IS” and with all faults. Buyer represents, warrants, and agrees that it has
completed the Due Diligence during the "Due Diligence Period" (as such term is defined in the Offer), which expires on December 31, 2017 and that Buyer is fully satisfied with the Due Diligence. Seller has not made, and Buyer has not relied on, any representation or warranty with respect to the Premises except as expressly set forth in this Agreement.

The Buyer shall not be required but may undertake its title research and review during the Due Diligence Period. Buyer's rights with regard to the Seller delivering clear, record, marketable title shall continue until the Time For Performance hereunder in accordance with the terms of this Agreement.

6. **Extension to Perfect Title or Make Premises Conform; Election to Accept Title.** If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if, on the Closing Date, the Premises do not conform with the provisions hereof, then Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event Seller shall give written notice thereof to Buyer at or before the Closing Date, and thereupon the Closing Date shall be extended for such period as may be reasonably necessary but not more than thirty (30) days for the Seller to correct any such failure. If at the expiration of the extended Closing Date, Seller, having used reasonable efforts shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then Buyer may elect to terminate this Agreement by giving written notice to Seller, in which event Seller shall refund the Deposit to Buyer and this Agreement shall thereafter be void and without further recourse to either party. In no event shall Seller be obligated to expend in excess of $10,000.00 inclusive of legal fees and expenses in its reasonable efforts.

Buyer shall have the election, at either the original or any extended Closing Date, to accept such title as Seller can deliver to the Premises in its then condition and to pay therefor the Purchase Price reduced by the amount required to remove all mortgages and other voluntary monetary liens, in which case Seller shall convey such title.

To enable Seller to make conveyance as herein provided, Seller, on the Closing Date, may use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the Deed. Notwithstanding the foregoing, discharges of mortgages held by institutional lenders may be obtained by counsel for Seller and delivered to counsel for Buyer, using funds deducted from the proceeds due to Seller, and recorded in the ordinary course of business following completion of the Closing.
The Buyer may, but shall not be required, to Take the Property by eminent domain as it
deems appropriate and to the benefit of the Buyer. Compensation for said taking shall be the same
as the Purchase Price hereunder.

If the Premises shall have been damaged by fire or casualty between the date hereof and
the Closing Date, and not repaired by Seller prior to the Closing Date, the Buyer may, at its option,
either (a) terminate this Agreement and receive a refund of the Deposit (provided the amount of
such damage or casualty exceeds $20,000.00, or (b) proceed to purchase the Premises with no
reduction in the Purchase Price. If Buyer elects to proceed as described in clause (b) of the previous
sentence, or is required to close as described in clause (a) of the previous sentence due to the
amount of such damage or casualty not exceeding $20,000.00, Seller shall pay over or assign to
the Buyer, with delivery of the Deed, all amounts recovered or recoverable on account of the
insurance carried by Seller, less any amounts reasonably expended by the Seller for any partial
restoration.

7. This paragraph is intentionally deleted.

8. Title Review. With respect to title matters, on or before 5:00 p.m. on twenty days
before the Closing Date (the “Title Notice Date”), Buyer will notify Seller within five (5) days
after the Title Notice Date of any manner in which the title to the Real Property (the “Title
Certification Date”) does not comply with the requirements of this Agreement (“Buyer’s Title
Defect Notice”). Seller shall notify Buyer within ten (10) days of Buyer’s Title Defect Notice as
to the actions which Seller intends to take to cure such title defects (“Seller’s Title Response”). In
the event that Seller does not provide reasonable assurances that Seller will endeavor to cure said
defects, then Buyer, by an additional notice to Seller, given within the (10) days of Seller’s Title
Response, shall either (i) terminate this Agreement, (ii) waive some or all of Buyer’s objections in
Buyer’s Title Defect Notice, or (iii) notify Seller of any defect which Buyer asserts Seller is
required to remedy under Section 2. Buyer may not give notice of its election to terminate if Seller
has given assurances to Buyer in Seller’s Title Response that it will use reasonable efforts to cure
such defects.

Notwithstanding any other provision of this Agreement to the contrary, Buyer will be
deemed to have waived any objections to all title matters existing as of the Title Notice Date to the
extent any such objection(s) is (are) not noted in the Buyer’s Title Defect Notice to Seller; and (b)
Seller shall be required to remove or bond over all monetary liens on the Premises as a condition
to Buyer’s obligations to close, whether or not noted on Buyer’s Title Defect Notice.

The Buyer’s Title Defect Notice shall not apply to any matters of record title or of survey
first recorded or occurring after the Title Certification Date. Buyer shall have the right to raise as
further objections at any time prior to the Closing Date, as it may be extended pursuant hereto, any
such additional title objections as first appear of record after the Title Certification Date and Seller shall be likewise obligated, pursuant to the provisions of Section 2 and this Section 8, to dispose of such objections prior to the Closing Date.

Notwithstanding anything to the contrary contained herein, any title matter that is the subject of a title standard of the Real Estate Bar Association for Massachusetts as of the Closing Date shall be governed by said title standard to the extent applicable.

9. **Town Meeting Approval and Funding Authorization.** The Buyer’s obligation hereunder is contingent upon the following:

   A. On or before December 1, 2017 approval of Town Meeting to:

   (1) authorize the borrowing and appropriation the Purchase Price.

   (2) authorize the Board of Selectmen to purchase the Premises and negotiate and enter into any and all related and necessary documents to complete the transaction;

   (B) On or before January 31, 2018 approval of the voters of the Town of Ashland to pass a debt exclusion or override of proposition 2½ so called allowing for the funding as passed by Town Meeting for the Purchase Price;

In the event that any one of the foregoing provisions in paragraph 9 (A) or (B) does not occur by the dates noted herein, this Agreement shall be terminated and the deposits held hereunder shall be forthwith refunded and neither party shall have further recourse at law or in equity.

10. **Seller’s Representations and Warranties.** As an inducement to Buyer to enter into this Agreement and recognizing that all such warranties and representations are material, Seller represents, warrants and agrees that:

   (a) Seller is the sole owner of the Premises and has the power and authority to execute and deliver this Agreement and perform its obligations hereunder without the necessity of any consent, approval, authorization or other action of any party or governmental authority whatsoever. Neither the execution and delivery of this Agreement by Seller nor the consummation of the transactions contemplated hereby will conflict with, or constitute a violation or breach by Seller of, any provision of Seller’s organizational documents.

   (b) To the best of Seller’s actual knowledge, there are no unrecorded leases, subleases, licenses or other rental or occupancy agreements (written or oral) in force or effect which grant any possessory interest in or to the Real Property.
(c) Seller has received no written notice from any public authority to the effect that the Real Property or any portion thereof, is not in substantial compliance with federal, state and local laws, ordinances, codes, regulations, orders, and requirements.

(d) There is no litigation, arbitration, or other legal proceedings pending or administrative proceedings pending, or, to the best of Seller’s actual knowledge, threatened in writing, against Seller, which will have a material adverse effect on the Premises or the transaction contemplated hereby. Seller is not in default in any respect of any order, decree or rule of any court or governmental authority which will materially and adversely affect the transaction contemplated hereby.

(e) Seller has not received any written notice informing Seller that any part of the Real Property is subject to pending proceedings involving a taking by eminent domain.

(f) Seller has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, nor to the best of Seller’s actual knowledge, has any such petition been filed against Seller. Seller is not insolvent and the consummation of the transactions contemplated by this Agreement shall not render Seller insolvent.

(g) To the best of Seller’s actual knowledge, Seller has not received any written notice of any special taxes or assessments for roadway, sewer or water improvements or other public improvements pending or threatened in writing with respect to the Real Property.

(h) Seller is not a “foreign person,” as defined under Internal Revenue Code Section 1445.

The sale of the Premises does not constitute a sale of all, or substantially all, of Seller’s assets located in the Commonwealth of Massachusetts.

(j) The Seller has no knowledge of any buried oil tanks or hazardous material as defined under Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c.21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c.21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sec. 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sec 6901 et seq. that has been released, disposed of or otherwise deposited on the Premises.

Except as otherwise herein provided, Seller’s representations and warranties provided in this Agreement shall survive the delivery of the deed. The acceptance of the Deed by Buyer shall be
deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except those that are, by the terms hereof, to be performed after the delivery of said Deed.

11. **Additional Covenants of Seller.** Seller covenants and agrees that from and after the date hereof until the Closing, or earlier termination of this Agreement pursuant to the provisions of Section 6, 8 or 9, Seller shall:

(a) not accept an offer to purchase or any other agreement to dispose of the Premises or any portion thereof, and not list for sale or offer for sale or disposition, or permit any broker or other person to offer for sale or disposition, the Premises or any portion thereof;

(b) not lease, license or enter into any other occupancy agreement with respect to the Premises or any portion thereof, and not grant any easement, covenant, restriction or other interest in the Real Property or any portion thereof;

(c) inform Buyer of any written notice of a taking or other action of any governmental agency or authority or any other party affecting the Premises;

(d) maintain property insurance with respect to the Real Property in the same amount as is maintained on the date hereof and provide evidence of such insurance to Buyer upon request;

(e) maintain the Real Property in the same condition as it is on the date hereof, reasonable wear and tear and damage by casualty excepted;

(f) perform all material obligations with respect to the Real Property under all easements, covenants, restrictions and contracts of record;

(g) promptly give notice to Buyer of actual litigation commenced against Seller and relating to the Premises (including, without limitation, the sale thereof to Buyer), or any portion thereof, between the date of this Agreement and the Closing, whether or not covered by insurance; and

(h) not, without the prior written consent of Buyer, apply for, consent to or process any applications for zoning, re-zoning, variances, site plan approvals, subdivision approvals or development with respect to the Premises or any portion thereof.

12. **Adjustments.**
(a) Water and sewer use and other utility charges and taxes for the then current fiscal year shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price. In the event that the Real Property shall be affected by any betterment or assessment made after the date of this Agreement, if Seller has elected to pay such betterment or assessment in annual installments, Seller, at the Closing, shall be responsible for all installments due prior to the Closing and Buyer shall be solely responsible for any such assessments and/or installments due on or after the Closing.

If the amount of said taxes is not known at the time of the Closing, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

(b) Excise (Deed Stamp) taxes imposed in connection with the sale and purchase of the Real Property, if any, shall be paid by Seller. Buyer shall pay for costs to record the Deed. Seller shall pay all costs to record any satisfactions/releases of mortgages/judgments in order to convey title in accordance with the terms of this Agreement.

(c) Buyer shall pay fees for title examination and title insurance obtained by Buyer in connection with the transaction contemplated by this Agreement, and all related charges and costs in connection therewith including the costs of any survey.

(d) Buyer shall pay all other customary fees, costs and expenses incurred in connection with its purchase of the Premises and any financing thereof, and the fees and expenses of Buyer’s legal counsel and other advisors.

(e) Seller shall pay all customary fees, costs and expenses incurred in connection with its sale of the Premises. Seller shall pay the fees and expenses of Seller’s legal counsel and other advisors.

Where applicable, the foregoing adjustments set forth in this Section 12 shall be made in accordance with the practice standards of the Real Estate Bar Association for Massachusetts in effect as of the Closing Date. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement (as discussed in Section 13 below) signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within three (3) months of the Closing to the party to be charged, then such party agrees to make a payment to correct the error or omission.
13. **Closing Deliveries.** On the Closing Date, Buyer and Seller shall each execute and deliver to the other party an original counterpart of a settlement statement setting forth the Purchase Price and the closing adjustments and prorations, and the application thereof, and Seller shall deliver or cause to be delivered to or at the direction of Buyer, the following documents, duly and validly executed, attested, notarized and acknowledged, as appropriate:

(a) The Deed, evidence of authority of the person or persons executing the Deed on behalf of Seller and any other documents, instruments or agreements expressly required to be executed by Seller and delivered to Buyer pursuant to this Agreement;

(b) An affidavit pursuant to Section 1445 of the Internal Revenue Code certifying as to the non-foreign entity status of Seller;

(c) Any agreements and affidavits reasonably required by Buyer’s title insurance company in order to issue so-called owner’s title insurance policies insuring Buyer’s title to the Real Estate without any exception for parties in possession and mechanics’ or materialmen’s lien attributable to Seller or persons acting on Seller’s behalf.

(d) Such other agreements and certificates reasonably required by Buyer’s lender(s) or title insurer, or the Internal Revenue Service.

(e) A certification by Seller that Seller’s warranties are true complete and accurate in all material respects as of the time of the Closing.

(f) A completed form filed with the Division of Capital Asset Management and Maintenance pursuant to G.L. c. 7C §38, which shows proof it was filed prior to the conveyance for the Premises.

14. **Brokers.** Seller and Buyer each warrant and represent that it has not dealt with any real estate broker or agent in connection with the transactions contemplated hereby. Each party shall indemnify and hold harmless the other from any cost, expense or liability (including costs of suit and reasonable attorney’s fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this transaction.

15. a. **Buyer’s Default; Damages.** In the event Buyer breaches this Agreement, Seller, as its sole and exclusive remedy, shall be entitled to retain the Deposit as liquidated damages, and not as a penalty, and such retention shall be Seller’s sole remedy at law or in equity. Seller and Buyer agree that it would be impractical and extremely difficult, if not impossible, to fix actual damages that would be suffered by Seller as a result of Buyer’s default, and agree that the Deposit is fair and reasonable under the circumstances and a suitable proxy for actual damages.
b. Seller Default, Buyer’s Remedies. If Seller shall fail to fulfill the Seller’s agreements herein, other than by reason of Buyer’s fault or other reasons beyond Seller’s control (a “Seller Default”), then, as Buyer’s sole and exclusive remedy in such event, Buyer shall have the right: (i) to terminate this Agreement by written notice to Seller and to obtain the return of the Deposit, and in addition, Seller shall pay to Buyer upon demand, Buyer’s Transaction Costs, as hereinafter defined, up to a maximum of ten thousand and 00/100’s ($10,000.00) Dollars; or (ii) to seek to compel Seller to convey the Property to Buyer in accordance with the terms of this Agreement in return for payment by Buyer to Seller of the full Purchase Price required hereunder, without offset or deduction, provided that Buyer shall give notice to Seller to terminate this Agreement or shall file suit to compel conveyance hereunder within thirty (30) days of the date of Seller’s alleged breach. The term “Buyer’s Transaction Costs” shall mean (a) the reasonable legal fees incurred by Buyer in connection with the preparation of this Agreement, (b) all arm’s length third party costs and expenses incurred by Buyer in connection with Buyer’s Due Diligence Activities, including all fees and expenses paid to environmental or other consultants, and all fees and expenses paid to a surveyor, the cost of any title examination or title commitment obtained by Buyer. Buyer’s demand to Seller in connection with the foregoing shall be accompanied by such bills, invoices, evidence of payment and other information as are reasonably necessary to establish for Seller the amount and nature of all Transaction Costs which Buyer seeks to recover.

16. Conditions to Closing. Buyer’s obligation to purchase the Premises and consummate the transaction contemplated by this Agreement shall be contingent upon all of the following, any or all of which may be expressly waived by Buyer in writing, at its sole option:

(a) All representations and warranties made by Seller in this Agreement shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such date except to the extent they expressly relate to an earlier date (in which event such representations and warranties shall have been true and correct in all material respects as of such earlier date); and

(b) Seller shall have delivered to Buyer all of the documents and other items required from Seller pursuant to Section 13 and shall have performed all other covenants, undertakings and obligations, and complied with all conditions required by this Agreement, to be performed or complied with by Seller at or prior to the Closing.

17. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be effective when actually received if delivered by hand or sent by reputable overnight courier, or when confirmed by receipt, or upon refusal to accept delivery, if sent by certified mail, postage prepaid, the certification receipt therefore being deemed the date of such receipt, and addressed to the parties as follows:

To Buyer: Town Manager
Town of Ashland
101 Main Street
Ashland MA 01721

With a copy to: Lisa L. Mead, Esq.
Mead, Talerman and Costa, LLC
30 Green Street
Newburyport MA 01950
(978) 463 7700 (phone)
(978) 463 7747 (fax)
Lisa@mtclawyers.com

To Seller: Mary E. Collins, surviving joint tenant
Ashland MA 01721
(508) ________

With a copy to:

18. Recording; Assignment. If Buyer records this Agreement or a copy, notice, or memorandum hereof, with any Registry of Deeds, then, at Seller’s sole option, Buyer shall be deemed in default hereunder. Seller shall immediately after such recording be entitled to exercise all of Seller’s rights and remedies upon Buyer’s default as provided herein; and all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

19. Amendments; Construction of Agreement. This Agreement, executed in multiple counterparts, shall be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. This Agreement has been negotiated by the parties and any ambiguity in any provision shall not be construed against either party as drafter. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof. Facsimile and pdf (portable document format) signatures shall be deemed originals for all purposes. The attorneys
for the parties shall be deemed duly authorized to execute on behalf of their respective client all extensions, if any. No person or entity other than a party to this Agreement shall be entitled to rely on this Agreement, and this Agreement is not made for the benefit of any person or entity not a party hereto. Buyer shall have the right to waive any condition to its obligation to Close. No such waiver shall be binding upon Buyer unless in writing and signed by Buyer’s duly authorized representative. The captions of the various Sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

20. **Saturdays, Sundays, and Holidays.** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed or by which the Closing must be held expires on a Saturday, Sunday, federal holiday or legal bank holiday in the Commonwealth of Massachusetts, then such time period shall be automatically extended to the close of business on the next business day.

21. **Deposit; Escrow Agent.** The Deposit made hereunder shall be held by the Escrow Agent, as earnest money for the faithful performance of this Agreement by Buyer, shall be credited towards the Purchase Price at Closing or paid as provided herein. The Escrow Agent shall hold the Deposit in an IOLTA non-interest bearing account.

In the event that the Escrow Agent shall be uncertain as to its duties or actions hereunder or shall receive instructions or a notice from Buyer or Seller which are in conflict with instructions or a notice from the other party or which, in the reasonable opinion of the Escrow Agent, are in conflict with any of the provisions of this Agreement, it shall be entitled to take any of the following courses of action:

(a) the Escrow Agent may hold the Deposit and decline to take any further action until the Escrow Agent receives a joint written direction from Buyer and Seller or an order of a court of competent jurisdiction directing the disbursement of all of the same, in which case the Escrow Agent shall then disburse the same in accordance with such direction;

(b) in the event of litigation between Buyer and Seller, the Escrow Agent may deliver the Deposit to the clerk of any court in which such litigation is pending; or

(c) the Escrow Agent may deliver the Deposit to a court of competent jurisdiction and therein commence an action for interpleader, the cost thereof, including but not limited to reasonable attorney fees, to the Escrow Agent to be borne by whichever of Buyer or Seller does not prevail in the litigation.

(d) The Escrow Agent shall not be liable for any action taken or omitted in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement.
and it may rely, and shall be protected in acting or refraining from acting in reliance, upon an opinion of counsel and upon any directions, instructions, notice, certificate, instrument, request, paper or other document believed by it to be genuine and to have been made, sent, signed or presented by the proper party or parties.

(e) The Seller and the Buyer each acknowledges and consents that the Escrow Agent represents only the Buyer and any nominee and/or affiliate of the Buyer in regards to the transactions described above, and in the event of any dispute, judicial or otherwise among the parties, the Escrow Agent, acting as escrow agent hereunder does not, and shall not, prevent, impair or interfere with the Escrow Agent from representing the Buyer and/or any nominee and/or affiliate of the Buyer in any and all matters.

22. No Personal Liability. In no event shall any officer, director, trustee, manager, shareholder, member, employee, elected official or agent of Seller or Buyer have any personal liability hereunder.

23. Waiver. Except as expressly provided herein, no waiver by any party of any failure or refusal of the other party to comply with its obligations under this Agreement shall be deemed a waiver of any other subsequent failure or refusal to so comply by such other party of the same or any other provision of this Agreement. No waiver shall be valid unless in writing signed by the party to be charged and then only to the extent specifically stated therein.

24. Severability. If any term or provision of this Agreement or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

25. Legal Representation. The Parties hereunder understand that this is a legal document and that they have both had an opportunity to engage legal counsel in review of same.

26. Payment for Legal Costs. The Buyer agrees to pay up to $2,500 for the Seller to engage an attorney to represent them in this transaction. Said payment to be made in addition to the Purchase Price at the closing.

27. Development Prohibition. The Buyer agrees to include a restriction in the deed prohibiting the Buyer from conveying the Property in the future to abutters of the Property.
EXECUTED as a sealed instrument as of the date and year first written above.

**BUYER:**

TOWN OF ASHLAND
Board of Selectmen

By:________________________
Name: ____________________
Authorized Signatory

By:________________________
Name: ____________________
Authorized Signatory

By:________________________
Name: ____________________
Authorized Signatory

By:________________________
Name: ____________________
Authorized Signatory

**SELLER:**

By:________________________
Name: ____________________
Authorized Signatory

**ESCROW AGENT:**

MEAD, TALERMAN AND COSTA, LLC
By:
Name:
Authorized Signatory
EXHIBIT A

Personal Property Not Being Removed by Seller
Grantor: Town of Ashland Board of Selectmen
Grantee: Sudbury Valley Trustees, Inc.
Property Address: Oak Street, Ashland, MA
For title see deed recorded with the
    Middlesex South District Registry
    of Deeds, Book 34511, Page 522

GRANT OF CONSERVATION RESTRICTION

TO

SUDBURY VALLEY TRUSTEES, INC.

OAK STREET CLARK PARCEL, ASHLAND, MASSACHUSETTS

The Town of Ashland, with an address of 101 Main Street, Ashland, MA, 01721, being the sole owner of the Premises as herein defined, for its successors and assigns, acting through the Board of Selectmen by authority of Article 1 of the Ashland Special Town Meeting vote of November 26, 2007 (hereinafter referred to collectively as the "Grantor"), pursuant to Sections 31, 32 and 33 of Chapter 184 of the General Laws of Massachusetts, hereby grants with Quitclaim Covenants, to Sudbury Valley Trustees Inc., a Massachusetts Non-Profit Corporation having its usual place of business at 18 Wolbach Road, Sudbury, Massachusetts 01776, and its permitted successors and assigns (hereinafter referred to as the "Grantee"), for nominal consideration, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on the entirety of the parcel of land located in the Town of Ashland, Middlesex County, Massachusetts, containing 28.43 acres (1,236,395 +/- sq. ft.) and known as the Oak Street Clark Property, (Parcel ID as of May 24, 2017: Assessors Map 7, Lot 243) said parcel being more particularly described in an Order of Taking recorded with the Middlesex South District Registry of Deeds in Book 34511, Page 522, and shown as the 28.430-acre lot on a plan of land entitled "Plan of Land, Oak Street, Ashland, Massachusetts (Middlesex County)", prepared by Odone Survey & Mapping, dated September 3rd, 2015 (the "Plan"), which plan is recorded with said Registry as Plan ____ in Book ______, a reduced copy of which is attached hereto as Exhibit A (hereinafter referred to as the "Premises").
I. Purposes

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be retained in perpetuity, for conservation purposes, in their natural, scenic and undeveloped condition, and to prevent any use of the Premises that would impair or interfere with the purposes and conservation values of the Premises (“conservation values”).

This Grant of Conservation Restriction is required by Massachusetts General Laws Chapter 44B Section 12, the Community Preservation Act and pursuant to the Ashland Special Town Meeting vote of November 26, 2007, included herewith as Exhibit B.

The conservation values include the following:

A. Protection of Scenic and Historic Resources. The Premises comprise part of a highly scenic landscape corridor that includes the Ashland Town Forest and the Cowassock Woods, owned in fee by the Grantee. The Premises contains historic stonewalls and is adjacent to a former granite quarry, which was used locally to construct the downtown mill buildings. Protection of the Premises will preserve the scenic character and historic landscape.

B. Protection of Wildlife Habitats. Conservation of the Premises will protect habitat (including, woodlands, wetlands and at least one vernal pool) used by a variety of wildlife including, songbirds, spotted salamanders (*Ambystoma maculatum*) and wood frogs (*Lithobates sylvaticus*). The Premises also functions as a vibrant wildlife corridor enhancing the ecological value and integrity of adjacent, similarly protected lands including: Ashland Town Forest and Cowassock Woods as cited in the 2017 Ashland Town Forest Stewardship Plan Habitat & Species Assessment (Exhibit C)

C. Water Quality Protection: An unnamed, perennial stream crosses the southeastern portion of the parcel and is tributary to the Sudbury River. Intermittent streams also exist on the property.

D. Protection of Recreational Resources. Conservation of the Premises will preserve the public’s use and enjoyment of the Premises for passive recreation, including trail-based, interpretive programs, and wilderness activities. The Premises trails depicted in Exhibit A as ‘Existing Trail’ and ‘Proposed Trail’ can be used for walking, hiking, running, cross-country skiing and bird watching. A proposed trail will connect with existing trails in the adjacent Ashland Town Forest as shown in Exhibit A.

E. Furtherance of Government Policy, Ashland. Protection of the Premises is consistent with the Town of Ashland’s most recently completed Open Space and Recreation Plan (2010) and the Ashland Comprehensive Plan (2003).

F. Furtherance of Government Policy, Massachusetts. Protection of the Premises is in furtherance of the policy of the Commonwealth of Massachusetts’ mandate to protect
conservation land under Article 97 of the Massachusetts Constitution, consistent with the Community Preservation Act requirements and funding appropriated by Town Meeting vote for the land purchase.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

This Conservation Restriction will provide permanent protection of the conservation and historic values of the Premises.

II. Binding Effect, Prohibited Acts and Uses, Exceptions Thereto, and Permitted Uses

A. Binding Effect

The Grantor covenants that the Premises will at all times be held, used, and conveyed subject to and not used in violation of the following restrictions that shall run with the Premises in perpetuity.

B. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will neither perform nor allow others to perform the following acts and uses, which are prohibited in, on, under, and over the Premises:

1. Constructing or placing or allowing to remain any temporary or permanent building, structure, facility, or improvement including but not limited to tennis court, landing strip or pad, greenhouse, mobile home, swimming pool, skating rink, fences, asphalt, concrete or other forms of impervious pavement, billboard or other advertising display, antenna or dish, utility pole, tower, conduit, line or other temporary or permanent structure or facility or improvement on, above or under the Premises;

2. Mining, excavating, dredging, cutting, destroying, or removing from the Premises or bodies of water thereon, of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
3. Installing underground storage tanks, utilities or pipes;

4. Placing, filling, storing, burying, dumping or interment of soil, refuse, trash, yard wastes such as lawn clippings, leaves, branches (other than those naturally deposited in the area), vehicle bodies or parts, rubbish, debris, junk, waste or other organic or inorganic substance or material whatsoever anywhere on the Premises;

5. Cutting, removing or otherwise destroying trees, logs, shrubs, grasses or other vegetation;

6. Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises, and no portion of the Premises may be used towards building or development requirements on this or any other parcel;

7. Conducting activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, archaeological conservation, plants, or wildlife habitat;

8. Using the Premises for more than de minimis residential, commercial, or industrial purposes;

9. Use, parking, or storage of vehicles including motorcycles, mopeds, allterrain vehicles, trail bikes, snowmobiles, other recreational or commercial vehicles, or any other motorized vehicles on the Premises, except vehicles necessary for emergencies or vehicles necessary for public safety officials carrying out their official duties, or as necessary for the mobility impaired;

10. The disruption, removal or destruction of the stone walls on the Premises;

11. The use of herbicides and pesticides, or other chemical or mechanical means that have an adverse impact upon the plant life or wildlife within the Premises;

12. Hunting and trapping except as may be permitted, in writing, by the Grantee under special circumstances for ecosystem protection and management purposes;

13. Conducting any other use of the Premises or activity which would materially impair its conservation values, unless necessary for the protection of the conservation values that are the subject of this Conservation Restriction.

C. Exceptions to Otherwise Prohibited Acts and Uses

The Grantor reserves the right to conduct or permit the following acts and uses, but only if such acts or uses do not materially impair the purposes and conservation values of this Conservation Restriction:
1. Permits. The exercise of any right reserved or permitted by the Grantor under this Paragraph C shall be in compliance with the then-current Zoning bylaw of the Town of Ashland, the Wetlands Protection Act (Massachusetts General Laws Chapter 131, Section 40), and all other applicable federal, state and local laws and regulations. The inclusion of any reserved or permitted right in this paragraph C requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position on whether such permit should be issued.

2. Vegetation Management. In accordance with generally accepted forest and vegetation management practices, selective minimal removal of brush, pruning and cutting, including by mechanical means, to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas as documented in the Baseline Survey, woods roads, fence lines and trails and meadows;

3. Forestry and Cutting. Conducting or permitting others to conduct sound silvicultural uses of the Premises, including the right to commercially harvest forest products (as such term may be defined from time to time in General Laws, Ch. 61, Sec. 1, or successor law) and the establishment of new temporary logging roads in accordance with prudent and sound silvicultural practices that conform at least to the minimum standards set forth in the Massachusetts Forest Cutting Practices Act (General Laws, Ch. 132, or its successor) and carried out pursuant to a Forest Stewardship Plan.

Before any harvest of forest products occurs on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantee and to other required state agencies for their approval. The Forest Stewardship Plan shall be prepared by a forester licensed through the Massachusetts Department of Conservation and Recreation in conformance with the “Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans” or such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan. The Forest Stewardship Plan shall include provisions designed to minimize soil erosion, conserve surface and groundwater quality, scenic views, wildlife habitat, and to protect the conservation values of this Conservation Restriction. Any Forest Stewardship Plan shall be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional timber harvests occur.

4. Signs. The erection, maintenance and replacement of signs with respect to ownership, boundaries, regulations governing public use, trails, natural features, flora and fauna, and the protected conservation values.

Following consultation with Grantor, the Grantee may erect and from time to time replace near the boundaries of the Premises a reasonable number of signs each no greater than four square feet identifying Grantee as the holder of this Conservation Restriction.

5. Passive Recreation Appurtenances. With the prior written approval of the Grantee, which approval shall only be necessary for the construction of, and not for the
maintenance, repair and replacement of, new minor structures for use by the public for educational and passive recreational purposes, including but not limited to interpretive signs, kiosks, and benches. Said structures shall be designed and located so as not to have a material impact on the conservation values of this Conservation Restriction and shall follow all relevant zoning or other regulations or rules.

6. Storage Shed. Subject to notice and approval by the Grantee and exclusively within either of the Proposed Development Envelopes shown on Exhibit A, the construction, maintenance, repair and replacement of one (1) permanent minor small, non-habitable maintenance shed constructed on a slab and not to exceed a footprint of 8-feet by 10-feet (or 80 square feet) and not to exceed a height of 10-feet, for the storage of trail maintenance tools and supplies. Said structure shall be designed and constructed to cause minimal disturbance so as not to have a material impact on the purposes and conservation values of this Conservation Restriction.

7. Parking Lots. Subject to notice and approval by the Grantee and exclusively within either of the Proposed Development Envelopes shown on Exhibit A, the construction, use, maintenance, and repair of no more than two (2) unpaved parking areas, not to exceed 3,000 square feet in the aggregate, and associated unpaved access road explicitly to provide public access to the public trails, or for maintenance and management activities permitted under the terms of this Conservation Restriction.

8. Recreational and Education. Activities including but not limited to walking, hiking, skiing, nature study and other non-motorized outdoor passive recreational and educational activities that do not materially alter the landscape, nor degrade environmental quality, nor involve commercial recreational use. Nature study and educational activities by Grantor's and Grantee's instructors and their invitees which do not involve more than de minimis commercial use are permitted.

9. Trails. The maintenance and marking of existing trails as depicted on Exhibit A as 'Existing Trail' (as documented in the Baseline Report) and, with the prior written approval of the Grantee, the construction of new trails in the location more or less as depicted on Exhibit A as 'Proposed Trail' and the construction of bridges and boardwalks on any trail, provided that any new trail shall not exceed six (6) feet in width, and further provided that all existing and proposed trails are for non-motorized recreational use (as identified above) and emergency vehicle use only, and further provided that all trail construction minimizes impacts to environmental quality and minimizes erosion during trail construction and trail use. Trails may be relocated with the approval of Grantee.

10. Stone Walls. The maintenance, modification (for trail access) and repair of existing stone walls on the Premises, and the erecting of sight pervious gates to control unauthorized access to the Premises.

11. Wildlife Habitat Management and Improvement. With prior written notice to and approval by Grantee, measures designed to restore native biotic communities, or to
maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species, including the use of herbicides and pesticides to control noxious or invasive species.

12. Archaeological Investigations. The right to conduct archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only (a) after written notification to and approval by Grantee, and (b) in accordance with an archaeological field investigation plan prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the MHC State Archaeologist as required by Massachusetts General Laws. A copy of the results of any scientific investigation on the Premises is to be provided to the Grantee. Plans for restoration of the site of any archaeological activity shall be submitted to the Grantee in advance of restoration, and such restoration shall be conducted only in accordance with a plan approved by the Grantee.

Activities detrimental to archeological and historic resources, including but not limited to earth moving and the alteration of historic stone walls/cellar holes/features, shall not be deemed to be detrimental to archeological and historic resources if a description of the proposed activity and its location is submitted in writing (e.g., on a Project Notification Form) with a plan of land (or assessors map) and a USGS map with the Premises outlined thereon, to Massachusetts Historic Commission ("MHC") and MHC issues a letter stating that the proposed activity is not within a resource area or is determined to not have an adverse effect on said resources. Grantor and Grantee shall make every reasonable effort to prohibit any person from conducting archaeological field investigation on the Premises, including metal detecting, digging, or artifact collecting, without approval of the MHC State Archaeologist (or appropriate successor official), and shall promptly report any such prohibited activity to the MHC State Archaeologist (or appropriate successor official). Grantor and Grantee shall include the prohibition against digging, artifact collecting, or metal detecting in any list of rules for visitors to the Premises.

13. Use of Vehicles for Land Management. Use of motorized vehicles solely for the purposes of maintenance of the conservation values and other natural resources on the Premises, monitoring and enforcement activities pursuant to the Conservation Restriction, and to exercise other reserved rights described in Paragraph II(B), provided that under no circumstances shall motorized vehicles be permitted for recreational activities.

D. Notice and Approval

The Grantor shall notify Grantee by a method requiring receipt and obtain the approval of the Grantee, to the extent required above, in writing not less than thirty (30) days prior to the date the Grantor intends to undertake any of the activities described in Sections II.C.3, II.C.5, II.C.6, II.C.7, II.C.9, II.C.11 and II.C.12 above or whenever notice to or approval by the Grantee is required herein. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to the activity’s consistency with the purposes of this Conservation Restriction.
Where Grantee’s approval is required as set forth under Sections II.C.3, II.C.5, II.C.6, II.C.7, II.C.9, II.C.11 and II.C.12 above or whenever notice to or approval by the Grantee is required herein the Grantee shall grant or withhold approval in writing within thirty (30) days of receipt of the Grantor’s written request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes and conservation values of this Conservation Restriction.

Failure of the Grantee to respond in writing within thirty (30) days shall be deemed to constitute approval by the Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after thirty (30) days in the notice, the requested activity is not prohibited herein, and the activity will not materially impair the conservation values or purposes of this Conservation Restriction.

III. Legal Remedies of the Grantee

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Grantee. Any election by the Grantee as to the manner and timing of the Grantee’s right to enforce this Conservation Restriction or otherwise exercise the Grantee’s rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Grantee Disclaimer of Liability
By the Grantee’s acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by Grantee or its agents.

D. Acts Beyond Grantor’s Control

Nothing contained in this Conservation Restriction shall be construed to entitle Grantee to bring any actions against Grantor for any injury to or change in the Premises resulting from causes beyond Grantor’s control, including, but not limited to, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Premises resulting from such causes. As soon as possible thereafter, the Grantor shall notify the Grantee of any action which has been taken. Grantor and Grantee agree that in the event of such an occurrence they will cooperate in restoring the Premises, if desirable and feasible.

IV. Access

A. Grantor hereby grants to Grantee and its representatives the right to enter the Premises (a) during daylight hours in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Conservation Restriction; and (b) after 30 days’ prior written notice (or shorter time when, in Grantee’s sole judgment, an imminent threat to the Premises’ conservation values requires a more immediate response), to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or otherwise enforce any violation hereof.

B. Environmental Education. Grantor hereby grants to Grantee the right to conduct, on no more than six (6) days each year, free or fee-based environmental education programs for the public on the Premises, provided, however, that a staff member, instructor, or member of the Board of Directors of the Sudbury Valley Trustees, Inc. (or representative of successor Grantee in the event that the Conservation Restriction has been assigned pursuant to Section VI.C) shall accompany each group and that Grantor’s permission shall be obtained if the group exceeds twenty (20) persons, and under every circumstance the Grantee shall provide thirty (30) days prior notice and any proof of insurance as necessary.

C. Public Access. Grantor grants to Grantee and to the general public the right to enter and/or leave the Premises, to pass and repass on the Premises for purposes of passive outdoor recreational activities as set forth in Section II.C and as limited in Section II. B. above.

In the event of an emergency or should the Grantor exercise any of its Reserved Rights as described in this Conservation Restriction which could pose harm or the possibility of harm to the Public, then the Grantor shall have the right to temporarily prohibit access for a reasonable period of time, provided that thirty (30) days advance notice is given to the
Grantee and access is prohibited only for the time and to the minimum area necessary to prevent the possibility of harm to the Public. In the event of an imminent threat to health or safety, the thirty (30) day notice may be waived by the Grantee. The provisions of Massachusetts General Laws Chapter 21, Section 17C, as same may be from time to time amended, shall be applicable to any use of the Premises by the public.

V. Extinguishment

A. Court Proceedings and Right of Grantee to Recover Portion of Proceeds at Disposition. If circumstances arise in the future that render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs (or successor official). If any occurrence ever gives rise to extinguishment or other release of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Section V.B below. Any proceeds will be distributed only after complying with the terms of any grant, agreement, or other funding requirements or applicable law, including the Massachusetts General Laws Chapter 44B Section 12, the Community Preservation Act, any of which may expressly provide for a different disposition of proceeds. Grantee shall use its share of the proceeds in a manner consistent with the purposes of this Conservation Restriction.

B. Grantee’s Receipt of Property Right. Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise for purposes of this paragraph to a real property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the Premises unrestricted by this Conservation Restriction at that time, and represents all development rights associated with the Premises.

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by Grantor and Grantee shall first be paid out of any recovered proceeds. The remaining proceeds shall be distributed between Grantor and Grantee in accordance with paragraph V. B. above, after complying with the terms of any gift, grant, or funding requirements, in shares equal in proportion to the aforementioned ratio (though if a less-than-fee interest is so taken, the proceeds shall be equitably allocated according to the nature of the interest taken).

VI. Assignability

A. Running of the Burden
The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor while holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor on behalf of the Grantor and the Grantor’s successors and assigns appoints the Grantee as the Grantor’s attorney-in-fact to execute, acknowledge and deliver any such instruments on the Grantor’s behalf. Without limiting the foregoing, the Grantor and the Grantor’s successors and assigns agree to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances and subject to the Grantor’s approval:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. Subsequent Transfers

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which the Grantor divests any interest in all or a portion of the Premises. The Grantor shall notify the Grantee in writing not less than 21 days prior to any such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after transfer of its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Following said transfer, any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. Estoppel Certificates
Upon request by the Grantor, the Grantee shall within twenty-one (21) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor’s compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. Non-Merger

The parties intend that any future acquisition of the Premises shall not result in a merger of this Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. Amendment

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants, or funding requirements. Any amendment shall be recorded in the Middlesex South District Registry of Deeds.

XI. Effective Date

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed this Conservation Restriction; the administrative approvals, including those required by Section 32 of Chapter 184 of the General Laws, have been obtained; and this Conservation Restriction has been recorded in a timely manner in the Middlesex South District Registry of Deeds.

XII. Notices

Any notice, demand, request, consent, approval, or communication that either the Grantor or the Grantee desires or is required to give to the other shall be in writing and either served personally or sent by first-class mail, postage pre-paid, addressed as follows:
To Grantor:  Town of Ashland  
Board of Selectmen  
101 Main Street  
Ashland MA 01721

To Grantee:  Laura Mattei, Dir. of Stewardship  
Sudbury Valley Trustees, Inc.  
18 Wolbach Road  
Sudbury, MA 01776  
lmattei@svtweb.org

With a copy to: Deborah Eliason, Esq.  
Eliason Law Office, LLC  
63 Middle Street  
Gloucester, MA 01930  
deliason@eliasonlawoffice.com

or such other address as either the Grantor or the Grantee from time to time shall designate by written notice to the other or that which is easily ascertainable. Notices shall be effective upon such personal delivery, or if mailed or sent by delivery service or the U.S. Postal Service upon the date shown on the return receipt, or if sent by facsimile on the date so sent.

XIII. General Provisions

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effectuate the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement
This instrument sets forth the entire agreement between the Grantor and the Grantee with respect to the Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

E. Pre-existing rights of the Public

Approval of this Conservation Restriction pursuant to M.G.L Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises. Any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

XIV. Recordation

The Grantee shall record this instrument in timely fashion in the Middlesex South District Registry of Deeds.

The Grantor shall record at the appropriate Registry of Deeds all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

There are attached hereto or recorded simultaneously herewith and incorporated herein by reference the following Exhibits and Approvals:

Signatures:

1. Grantor: Town of Ashland
2. Grantee: Sudbury Valley Trustees, Inc.
3. Secretary of the Executive Office of Energy and Environmental Affairs Approval

Exhibits:

A. CR Plan
B. Special Town Meeting Vote Certified by Town Clerk
C. Ashland Forest Stewardship Habitat & Species Assessment
We, the undersigned, being a majority of the Board of Selectmen of the Town of Ashland, Massachusetts, hereby certify that at a public meeting duly held on ____________ 2018, the Board of Selectmen voted to approve and grant the foregoing Conservation Restriction to Sudbury Valley Trustees, Inc., pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws and do hereby grant the foregoing Conservation Restriction.

Town of Ashland  
Board of Selectmen

_________________________________  
_________________________________  
_________________________________

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ______ day of _____________________, _______, before me, the undersigned Notary Public, personally appeared ________________________________________, ________________________________________, and proved to me through satisfactory evidence of identification, which was/were personal knowledge to be the person(s) whose name(s) is/are signed on the preceding or attached documents, and acknowledged to me that he or she signed it voluntarily as members of the Board of Selectmen for the Town of Ashland for its stated purpose.

Signature of Notary Public

Printed name of Notary Public

My Commission Expires (date)

(Place Notary seal or stamp above.)
ACCE fame of Grant by Sudbury Valley Trustees, Inc.

Sudbury Valley Trustees, Inc. at a meeting held on _______________ voted to accept, and hereby accepts the above Conservation Restriction this ___ day of ________________, 2018, by:

Sudbury Valley Trustees, Inc.
BY:

__________________________
Duly Authorized
Name: Lisa Vernegaard
Title: Executive Director

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ______ day of _____________________, ________, before me, the undersigned Notary Public, personally appeared ______proven to me through satisfactory evidence of identification, which was/were ____________________________ to be the person(s) whose name(s) is/are signed on the preceding or attached documents, and acknowledged to me that he or she signed it voluntarily for its stated purpose as the Executive Director of the Sudbury Valley Trustees, Inc.

________________________________________
Signature of Notary Public

________________________________________
Printed name of Notary Public

________________________________________
My Commission Expires (date)

(Place Notary seal or stamp above)
APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the Town of Ashland acting by and through its Board of Selectmen to the Sudbury Valley Trustees, Inc. has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: ________________, 2018

MATTHEW A. BEATON
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _______________________, 2018, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was ___________________________ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

__________________________
Notary Public
My Commission Expires
EXHIBIT B:
CERTIFIED TOWN MEETING VOTE

TOWN OF ASHLAND
Special Town Meeting Minutes
Monday November 26, 2007 – 7:00pm
(1 warrant article)

Mr. Tom Waldstein, Town Moderator called the Special Town Meeting to order at 7:05PM. He announced that there is a quorum present. Five voters represent a quorum.

Moderator Waldstein called on Selectmen Chairman Philip Jack who then led the Town Meeting in the Pledge of Allegiance.

Moderator Waldstein then read the posting of the warrant. The Moderator then named the tellers for the meeting and swore them in. They are as follows: Bill Beitz; Bob Hebden; Martin Shapiro; Barry Rosen; Beth Rosenberg; Lorraine Giargiari; Ed Bates.

Motion which was voted unanimously to extend the floor to Town Manager John Petrin, Assistant Town Manager/Finance Director Mark Purple, Dr. Hoffman, Superintendent of Schools, Mark Orman, Health Agent, Town Counsel Carol Hajjar McGravey, Town Clerk Tara Ward, Town Planner Stephen Kerlin; and Library Director Paula Bonnetti.

There was a motion to permit the Moderator to refer to the substance of the Articles without having to read them all unless necessary. With a second, this article was voted unanimously by a voice vote.

Moderator Waldstein reminds Town Meeting that all substitute motions must be made in writing.
A Motion was made and seconded to allow all non-residents to speak. This was so voted as long as they are recognized by the Moderator. The motion passed on a voice vote.

Moderator Waldstein then explained the rules and procedures of the Town Meeting. He stated that we have recessed the November 14, 2007 Special Town Meeting to 7:30pm this evening.
Article 1: Supplemental Appropriation-Acquire Land Sponsor: BoS

To see if the Town will vote to raise and appropriate, transfer from available funds in the treasury, borrow under the provisions of MGL Chapter 44 as amended, or borrow under MGL Chapter 44B (the Community Preservation Act) the sum of Two Million, Eight Hundred Thousand Dollars ($2,800,000), to fund the Agreement for Judgment issued by the Superior Court Department of the Trial Court, Civil Action No. MICV2003-02643 which will supplement the funds raised in its vote of Article 6 of the Fall Annual Town Meeting of October 29, 1999, which authorized the Board of Selectmen to take by eminent domain under the provisions of MGL Chapter 79 as amended for a certain parcel of land off Oak Street, now or formerly owned by Stephanie A. and Kristen McCook consisting of 1,305,829 +/- sq. ft. and more particularly described as parcel #003D-005-000 on the Assessors Map and further defined in an Order of Taking by Eminent Domain filed with the Middlesex County Registry of Deeds Southern District on January 7, 2002, or pass any vote or take any action relative thereto.

FINANCE COMMITTEE RECOMMENDS: That the town so vote.

Selectmen Phil Jack explained the background of this article. He stated that this was for Open Space. He stated that this is a court judgment and that the town must pay the total sum of $2.8 million. When the Town took the land originally, the owners were not paid enough for it. Because it is for Open Space, we could bond this and then annually the CPA would appropriate the amount needed to fund it. The CPA voted to support this article. He stated that if this isn't paid by the CPA funds then it would have to come out of the general operating revenue.

Mr. Steve Greenberg of the CPA stated that we should use the CPA funds to pay off the bond. The CPA voted unanimously to support this.

Mr. Magnani asked that if this is for a judgment does it fall under the four corners of the CPA. After consulting with the Town's Attorney, The Board of Selectmen believes it does. Mr. Jack stated that every year we would have to come back to Town Meeting to vote to reauthorize this. Mr. Jack states that the Town will be issuing the bond. We should use the CPA money until we hear otherwise.

Mr. Bell asked what the amount of money the CPA takes in for taxes; the amount is $650,000 and the state matches the $650,000. He believes that the $650,000 could be used for an override.

Mr. Dassoni states that the Finance Committee defers. The Moderator clarifies stating that the Finance Committee wants to vote acceptance.

Mr. Curtiss Hoffman explains that we are obligated to pay off the bond no matter where the money comes from. There are approximately 120 Towns and Cities that have passed the CPA. Until now the state has matched us 100 percent. He is concerned that if other towns pass the CPA, we may not receive the 100 percent.
Mr. Hanna spoke. He stated that the MGL requests that when a town goes before a community in the taking of property (in 1999) the amount was $450,000 which appeared to be adequate. Four or five years later, someone we are supposed to have a certified real estate account of how we arrived at that number. We would have recourse back the third party. Mr. Petrin stated that the Board of Selectmen will take this under advisement. Mr. Hanna also states that the Kadra property was another issue. Mr. Hanna stated that Ashland now owns the property on Oak Street. Mr. Jack stated that the land was to be used for Open Space. Mr. Jack stated that the payments will be coming out of CPA. Mr. Hanna understands that we are responsible to pay the $2.8 million dollars no matter what.

Deborah Weakley asks if there is anything we will lose by taking the money from the CPA. Mr. Jack states that right now, the answer is no.

Mr. Greenberg stated that we could either pay 50 cents on the dollar or the whole dollar. He states that he would rather pay half (50 cents).

Ms. Giorgiari asked how much the town paid in legal fees. It was stated that the amount was about $60,000 - $100,000. She stated that she understood that most of us were not here at the time but that this is a very scary way of doing business.

Mr. Martin Ring stated that as he understands it, we either beg or borrow the $2.8 million dollars. Mr. Jack states that the actual article to borrow will probably be before us in the spring.

Motion on Article 1: That the sum of $2,800,000 be and hereby is appropriated to pay additional costs of acquiring by eminent domain a certain parcel of land off Oak Street, now or formerly owned by Stephanie A. and Kristen McCook consisting of 1,305,929 +/- sq. ft. and more particularly described as parcel #003D-005-000 on the Assessors Map and further defined in an Order of Taking by Eminent Domain filed with the Middlesex County Registry of Deeds Southern District on January 7, 2002, all in accordance with the Agreement for Judgment issued by the Superior Court Department of the Trial Court, Civil Action No. MICV2003-02643, which amount shall supplement the funds raised in its vote of Article 6 of the Fall Annual Town Meeting of October 20, 1999, for the acquisition of the aforesaid parcel; and that to meet this appropriation, the Treasurer, with the approval of the Selectmen, is hereby authorized to borrow said amount under and pursuant to Chapter 44B of the General Laws (the Community Preservation Act), Chapter 44, Section 7(3) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor.

A 2/3 voted is needed to borrow.
Vote on Article 1: The Moderator declared that on a voice vote: the vote was unanimous.

A true copy
Attest: [Signature] Tara M. Ward, Abilene Town Clerk
EXHIBIT C:

ASHLAND FOREST STEWARDSHIP HABITAT & SPECIES ASSESSMENT

Ashland Town Forest Habitats & Their Associated Species
(excerpt from de Graaf & Yamasaki et al. 1987, 1989)

<table>
<thead>
<tr>
<th>Common Name</th>
<th>Red Maple Habitat</th>
<th>Habitat Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AMPHIBIANS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marble Salamander</td>
<td>Ambystoma opacum</td>
<td>Woodland Ponds or Swamps</td>
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<td>Jefferson Salamander</td>
<td>Ambystoma jeffersonianum</td>
<td>Temporary pools for breeding</td>
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<td>Ambystoma tremblayi</td>
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<td>Ambystoma maculatum</td>
<td>Mesic woods, semi-permanent water, pH 7-9 for breeding</td>
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<tr>
<td>Redback Salamander</td>
<td>Pseudohydus cinerinus</td>
<td>Logs, stumps, rocks</td>
</tr>
<tr>
<td>Red Spotted Newt</td>
<td>Notophthalmus v. viridescens</td>
<td>Water with aquatic vegetation</td>
</tr>
<tr>
<td>Slimy Salamander</td>
<td>Notophthalmus g. glutinosus</td>
<td>Rock Outcrops, logs within woods</td>
</tr>
<tr>
<td>Four Toed Salamander</td>
<td>Heliactybelium acutatum</td>
<td>Wet Woodlands</td>
</tr>
<tr>
<td>Northern Spring Salamander</td>
<td>Gyrinophilus p. porphyriticus</td>
<td>Streams, seeps, springs</td>
</tr>
<tr>
<td>N. 2 Lined Salamander</td>
<td>Eurycea b. bislineata</td>
<td>Streams for breeding</td>
</tr>
<tr>
<td>Eastern American Toad</td>
<td>Bufo s. americanus</td>
<td>Shady pools, shallow water breeding</td>
</tr>
<tr>
<td>Fowler's Toad</td>
<td>Bufo woodhousei Fowleri</td>
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<td>N Spring Peeper</td>
<td>Hyla c. crucifer</td>
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</tr>
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<td>Lasius borealis</td>
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### Ashland Town Forest Habitats & Their Associated Species
(excerpt from de Graaf & Yamasaki et al. 1987, 1989)

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Historical Commission

Regular Meetings
The Commission meets the second Tuesday of the month at 7:00 PM at Town Hall.

Commission Members
- Vacant
  Term Expires 8/31/21
  Appointed by Board of Selectmen
- Cynthia C. Winterhalter, Vice Chair
  Term Expires 8/31/19
  Appointed by Board of Selectmen
- James J. Norton, Secretary
  Term Expires 8/31/20
  Appointed by Board of Selectmen
- Vacancy
  Term Expires 8/31/20
  Appointed by Board of Selectmen
- Vacancy
  Term Expires 8/31/21
  Appointed by Board of Selectmen
- Vacancy
  Term Expires 8/31/21
  Appointed by Board of Selectmen
- A.J. Gemperline
  Term Expires 8/31/19
  Appointed by Board of Selectmen

About the Commission
The Ashland Historical Commission encourages residents to appreciate Ashland's fascinating history, protect its inventory of Colonial, Greek Revival Victorian, Craftsman, and Neo-colonial style architecture, and visit its historical landscapes such as Devil's Den, Pout Rock, the Witch's Cave and The Revolutionary War Cemetery.
INVITATION

The Board of Selectmen would like to invite you to attend a breakfast in honor of your volunteer service to the Town. It takes many citizen volunteers to operate our government for the community of Ashland. We see this as an opportunity to thank you for the work you do on behalf of your fellow citizens and offer an opportunity to get together to socialize and to see how many other people contribute to our government operation. All we ask is that you R.S.V.P. so that we may have some idea of a headcount. The food will be provided by TJ’s (that way you do not have to worry about Selectmen cooking) and served by the Selectmen.

BREAKFAST
Saturday, March 10, 2018
8:30 am to 10:00 am
Ashland Community Center

PLEASE RSVP to Susan Robie
By February 28, 2018
srobie@ashlandmass.com
508-532-7921
SECTION 1. The Ashland Redevelopment Authority established by vote of the town meeting on June 23, 2003 is hereby dissolved.

SECTION 2. The town of Ashland shall assume all rights, obligations, contracts, title to property, assets, liabilities, including outstanding litigation and responsibilities of the Ashland Redevelopment Authority hereinafter called the authority. All bonded indebtedness of the authority shall become the responsibility of the town of Ashland.

All petitions, hearings, actions at law or in equity or other proceedings pending immediately prior to the effective date of this act before any court of law or any administrative tribunal shall continue unabated as if no dissolution had been effected and shall be the responsibility of the town of Ashland.

All orders, rules and regulations duly promulgated by the authority prior to the effective date of this act shall remain in full force and effect until revised or rescinded in accordance with law.

All contracts and obligations of the authority duly in effect immediately prior to the effective date of this act shall continue in full force and effect and shall be contracts and obligations of the town of Ashland.

All rights, title and interest in any real property held in the name of the authority shall be transferred to the town of Ashland; provided, however, that prior to any transfer of the real property owned by the Ashland Redevelopment Authority recorded by deed in Book 44742, Page 580 in the Middlesex southern district registry of deeds and located at 125 Front street in the town of Ashland shall be permanently restricted for affordable housing or open space purposes pursuant to section 12 of chapter 44B of the General Laws; and provided further, that
such restriction shall be recorded in a form consistent with the requirements of said section 12 of said chapter 44B in the Middlesex southern district registry of deeds.

All books, papers, records, documents, plans and personal property of any kind in the custody or possession of the authority immediately prior to the effective date of this act shall be transferred to the custody and control of the town of Ashland.

SECTION 3. This act shall take effect upon its passage.
Board of Selectmen Sign Policies

Purposes and Goals of Board of Selectmen Sign Policies
The purposes and goals of the sign regulations shall be to support and reinforce the Town of Ashland Zoning Bylaws

1. Preserve and enhance the character of Ashland by regulating signs and other advertising devices within the town.

2. Promote safety and to reduce distractions for motorists.

3. To minimize clutter and unsightliness.

4. Ensure a sign review process and an enforcement mechanism for compliance.

5. Encourage an attractive environment for residents and businesses.

Temporary and Freestanding Signs

Placement of Temporary or Freestanding Signs: No temporary for freestanding signs shall be placed within or project over a public way or land.

This policy prohibits the use of temporary or freestanding signs on public lands or spaces. This policy applies to all such signs regardless of content (content-neutral) and applies equally to commercial and organizational signs.

Exceptions to this policy include temporary or freestanding signs directing traffic.

Temporary sign
Any sign, banner, valance or advertising display which may easily be dismantled or removed and which can feasibly be displayed for a limited period of time in any one (1) location.
Freestanding Sign
Any sign supported by one (1) or more uprights, braces or poles or placed directly on the ground and not attached to a building. [Amended 11-19-2013 STM, Art. 22]

Traffic Island Signs

Approved Locations: Traffic Islands on Union Street and Pond Street

With the increased number of organizations requesting sign placement on the islands in town, this Traffic Island Policy will streamline the process and management over the signs allowed on Ashland’s traffic islands. The policy will provide guidelines to town organizations wishing to advertise their specific events, in such a manner which provide fair an equitable sign placement while maintaining the curb appeal, keep traffic flowing in a safe manner, as well as being posted and removed from the Traffic Island in a timely fashion. All sign requests will be approved by the Selectman’s office.

Organizations Seeking Approval:

The Board of Selectmen will accept in writing (see below) the application for the use of a traffic island for soliciting advertisement to their specific event. Once the Town Manager’s Office grants permission to post the specific signs, the time allotted for posting signs will be two weeks before the scheduled event and removed 1 business day after the event. Should any organization fail to remove their respective sign, the Board of Selectmen will have the authority to remove and dispose of the sign and not to grant that specific organization any further postings during the current or following calendar year.

Sign specifics: Locations and Size:

Size:
Maximum 4’high with 2’x2’ footprint. Sign towers will be in place and approved advertisers will be able to insert their sign in existing tower. Signs shall be double sided and inserted in preexisting slot, measuring no more than 3’h x 2’w.

Approved Locations:
  a. Union/Cherry St: 2 sign max
  b. Pond/Eliot St. 2 sign max
§ 215-8 Use of signs; permit.

A. A hawker/peddler may display no signs without first obtaining a permit for such signs from the Building Inspector. The Inspector shall provide the hawker/peddler with an application form for a sign permit upon which the applicant may clearly set forth his name, address, description of the proposed sign and the proposed location or locations of business. Upon the filing of such application, the Inspector shall determine whether the proposed signs meet the applicable standards and forthwith issue or deny a sign permit.

B. Sign permits shall be subject to the following restrictions:

1. No sign shall exceed four (4) square feet in size.

2. No more than two (2) signs shall be attached to a vehicle.

3. Illuminated signs are prohibited.

4. Displays of balloons, banners, streamers and other similar displays, when used for promotional purposes and not for sale, are prohibited.
Always Working to Serve You Better

At Eversource, we’re always working to serve you better. That includes making changes to the underground network of natural gas pipelines that safely and securely deliver energy through your part of Massachusetts.

In 2019, we’ll begin a new project to improve the flow of natural gas between Hopkinton and Ashland, Massachusetts. The Hopkinton – Ashland Transfer Line Replacement Project will upgrade a total of 3.8 miles of existing gas pipeline, replacing it with new 12-inch pipe. This upgrade is important to ensuring a consistent, reliable flow of energy through your area as demand for natural gas in the region continues to grow.

What You Can Expect

- Construction for this project is planned to take place within an existing pipeline corridor for which Eversource has existing access (easement) rights. No new above-ground buildings or equipment will be added with this work.

- The Hopkinton – Ashland Transfer Line Replacement Project will upgrade 1.2 miles of pipe in Hopkinton and 2.6 miles of pipe in Ashland.

- Construction will take place between March and November for five consecutive years beginning in 2019, concluding in 2023.

- Project work will cease between December and February, when the ground is typically snow-covered and/or frozen making construction work slow and difficult.

- Eversource complies with all Massachusetts siting requirements. Pre-environmental and easement survey work has been completed, and the project is in the early permitting stages.

- All Eversource employees and contractors carry identification, which you can ask to see at any time.

Keeping You Connected

We understand that living and working near a construction zone can be challenging, and we recognize that our project personnel will be guests in your neighborhood. We’re committed to keeping you informed through a variety of methods including letters, community meetings, door-to-door notifications, phone calls and other methods you might prefer.

Expect to hear more soon, but in the meantime, contact JoAnne O’Leary Community Relations Specialist at 508-305-6898 should you have any initial questions or concerns.
Frequently Asked Questions

Why an increase in pipe size?
The existing 6-inch pipe was installed in the early 50's and is undersized for the current gas demands.

How will my property be restored?
Eversource will restore property (driveways, lawns, sprinkler systems, fences, etc.) to existing or like new condition. Eversource will meet with any residents affected by the Project to reach a restoration agreement prior to the start of any work.

How long will construction be on my property?
Depending on size of the property, the duration may vary. Property owners should expect a few weeks to one month.

Will my gas service be affected?
No, the service to your individual property will not be affected by this project.

Will there be two active pipes in the easement?
No, once the new pipe is operational the existing 6-inch pipeline will be purged of all natural gas and rendered inoperable.