SELECT BOARD
Minutes
January 15, 2020 – 6:15 PM
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 Select Board 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 Select Board 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
Executive Session - Pursuant to G.L. c. 30A § 21(a)(3) to consider litigation in the matter of Petition ofNSTAR d/b/a Eversource Energy, EFSB 18-02 and Town of Ashland v. NSTAR d/b/a/ Eversource, Docket No. 19 MISC 000408 (MDV)

At the end of Executive Session, the board will reconvene in Open Session.

Steve Mitchell called the meeting to order at 7:00 pm and mentioned that WACA TV is recording and broadcasting the meeting live. Present at the meeting were Chair Steve Mitchell, Vice Chair Yolanda Greaves, Joe Magnani, Rob Scherer, Brandi Kinsman, Town Manager Michael Herbert. Assistant Town Manager Jenn Ball and Executive Assistant Susan Robie.

Mr. Mitchell asked Jordan Kotob to lead the board in the Pledge of Allegiance.

Citizen’s Participation
Debra Griffin, 44 Roberts Road, read a statement explaining that she is not in support of the Eversource Project.

Brett Jackson, 64 Winter Street, thanked the board, the Town Manager and the Conservation Commission for taking the stance in fighting the project.

Rob St. Germain, 64 Winter Street, did not support the data used to select an alternate route.

Diane Ring explained that she appreciates the board’s continued support to defend the Conservation Commission’s decision. Mr. Mitchell explained that the board has not taken a vote at this time.

Roberta Soolman thanked the Conservation Commission for their vote on Monday and mentioned that only 90 comments have been sent to the Siting Board. She asked anyone wanting additional information about the community’s efforts to email noashlandpipeline@gmail.com. Ms. Soolman asked the board, whenever possible, to provide information about the impact Nyanza Plan will have on the town’s inflight projects.

Mark Dassoni was interested in learning more about the pending Nyanza discussion.
Scheduled Hearings/Appearances

Eagle Scout Proclamations – Monzer Kotob and Jordan Kotob

Jordan Kotob explained that his Eagle Scout Project included painting several rooms at the MetroWest Human Society and he built a hideaway box for cats to play in.

Monzer Kotob explained that he wrote and directed a PSA on vaping that has been used by Decisions at Every Turn.

Ms. Kinsman presented Jordan Kotob with a proclamation and a Select Board coin.

Mr. Magnani presented Monzer Kotob with a proclamation and a Select Board coin.

Ms. Greaves read a citation from Karen Spilka to Monzer and Jordan Kotob on Ms. Spilka’s behalf.

Introduction of Sustainability Coordinator – Frank Nakashian

Frank Nakashian, the new Sustainability Coordinator, explained that he had previously worked for the state’s Division of Capital Asset Management (DCAM) in project management a financial analysis. He said he is excited to work on the town’s composting project among other things. At DCAM he worked on grants and the scoring process that included climate resiliency.

Mr. Mitchell asked for comments for the public.

Debra Griffin, 44 Roberts Road, asked Mr. Nakashian to investigate whether Ashland’s recycling is being recycled or ending up in a landfill or burned.

Conservation Commission

Gabriel Toledo, a potential candidate to the Conservation Commission (ConCom), appeared and explained that he has been a resident of Ashland for 2 years. He is currently an Environmental Studies and Sustainability student at Framingham State University and is working on the Land Stewardship Committee’s Warren Woods cleanup effort. He is seeking an appointment to the Conservation Commission for a term to expire on 8/31/20.

Yolanda Greaves made a motion to appoint Gabriel Toledo to the Conservation Commission for a term that will expire on 8/31/20. This motion was seconded by Brandi Kinsman with a unanimous vote of 5-0-0.

Robo Wizz Team – Lego League

Ganesh Chandrasekaran introduced the Robo Wizz Team. The Lego League Ashland Middle School students competed with 400 private- and public-school teams in the eastern Massachusetts First Lego League (FLL) tournament. This year’s teams were challenged to present solutions on how to make cities and towns better.

The Core Values Performance Robot Design Engineering project team won 2nd place in the championship award at the eastern Massachusetts FLL tournament, and the they have been nominated for a Global Innovation Award. The team is also working with the architect to potentially implement their ideas in the new Public Safety Building.

New Beginning Auto Service Inc.

Mr. Mitchell opened the hearing and read the public notice.
Hector Ibarra, General Manager and Jose Padilla, owner of New Beginning Auto Service Inc., explained that they are before the board seeking a modify their Class II License from the current 25 vehicles to 80 vehicles. New Beginning Auto Service Inc. is located at 62-72 Nickerson Road.

Mr. Magnani explained that he made a site visit and he asked about the services provided in addition to used car sales. The applicants explained that they provide detailing for their own vehicles and for the general public. Mr. Ibarra and Mr. Padilla explained that on Wednesdays and Thursdays they usually have more vehicles onsite that they are preparing for the auction.

Yolanda Greaves made a motion to close the hearing. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

Yolanda Greaves made a motion to approve the request for the modification of the Class II License to include 80 vehicles and that the vehicles are parked in accordance with the parking plan. Additionally, that the application must keep the property clean and maintained. This motion was seconded by Rob Scherer with a unanimous vote of 5-0-0.

**Eminent Domain Taking**

Mr. Mitchell read into record a letter that was sent to each of the property owners concerning a Notice of Intent to take property by Eminent Domain at 4-12 Front Street, 10-60 Main Street, 98-100 Main Street, 118 Main Street, 128-132 Main Street for the purpose of a "Sidewalk Easement".

Mr. Mitchell asked for comments for the public.

Katie Keene, Pastor from the Federated Church, asked about the impact the taking will have on the church’s property. Mr. Herbert explained that the taking is about 2 feet wide and any impacts to the property will be addressed during this process.

David Winslow, Federated Church property manager, asked for information learn more about the project. Mr. Herbert offered to meet with Mr. Winslow and the project engineer.

Yolanda Greaves made a motion to close the public hearing. This motion was seconded by Joe Magnani with a unanimous vote for 5-0-0.

Yolanda Greaves made a motion that the Select Board take by eminent domain, as approved by Article 8 at the November 20, 2019 Special Town Meeting, a permanent easement for sidewalk improvements on a portion of the properties more particularly described as 10-60 Main Street, 446 sq. ft. +/-, 98-100 Main Street, 273 sq. ft. +/-, 118 Main Street, 370 sq. ft. +/-, 128-132 Main Street, 191 sq. ft. +/-, and 4-12 Front Street, 37 sq. ft. +/- . This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

**Select Board/Town Manager Priority Project Update**

**Rail Transit District**

**YMCA Update**

Mr. Herbert explained that the YMCA will soon become more active in the communities it will serve, including Holliston, Hopkinton and Ashland. The YMCA will conduct community forums and outreach efforts, which will begin to be advertised soon.

**United Group of Companies Update**

Mr. Herbert explained that he provided a draft Development Agreement to United Group of Companies (UGC) and their attorney understands what the board is looking for. Mr. Herbert anticipated having a meeting soon to discuss a revised Development Agreement.
Update on the Public Safety Building

Wetlands Delineation / ANR Plan

Mr. Herbert explained that wetlands delineation has been completed on the Public Safety Building and the ConCom issued a Resource Area Delineation Order. Also, the Planning Board approved an Approval Not Required (ANR) plan that carved out the gift parcel from the site.

Update on the Downtown Project

Schedule

Mr. Herbert reported that Eversource has provided the underground utilities plan and the bids will go out in February. In late March and April, he hopes to award the contract 30 days later and to start construction in May or June.

Warren District & Valentine Estate

Hall House & Warren Barn

Mr. Herbert reported that there were no new updates.

Valentine Estate

Mr. Herbert explained that a meeting will be scheduled with other communities that have been through similar projects to discuss their challenges, maintenance and operational planning efforts.

Consent Agenda

A. Accept Gifts/Donations/Grants
   a. MIAA Grant in the amount of $5,000.00 for personal protective gear.
   b. 2019 Emergency Management Performance Grant in the amount of $46,000.00
   c. FY20 Firefighter Turnout Grant in the amount of $832.00
   d. Compact Community IT Grant in the amount of $5,4000.00
   e. Donation from Needham Bank for $500.00 for Wagon Ride during the Holiday Festival.
   f. Accept donation from Robert Schiesske Estate of $4,000.00 for Library use.
   g. Accept donation from Jessica Miller for $50.00 for juvenile books for the Library.
   h. Accept Marble Bench donated by Paul Carton.

B. Accept Regular Session Minutes of December 4, 2019.

C. Waive the 15-day waiting period for the Town Manager’s appointment of Curtis Mogren, Steven Mulone, Ryan Phelan and Danielle Schiloski to the Fire Department as Firefighters.

D. Waive the 15-day waiting period for the Town Manager’s appointment of Chris Ribeiro who will be a Light Equipment Operator for the Highway Department.

Yolanda Graves made a motion to approve the Consent Agenda as presented. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

Old / New Business

Eversource – Consultant for Analysis

Mr. Mitchell noted on Monday night that ConCom voted to deny the Eversource Project application. Mr. Scherer and Mr. Herbert provided an update and reported that they are working to secure a consultant to complete an analysis of the project. Once a consultant has been selected board will be presented with a pricing proposal.

Mr. Herbert said there were no new updates from the Siting Board but explained that a motion was filed in Land Court for a Summary Judgment in January. He did explain that Eversource’s initial brief is due in February, and the town’s reply brief in due in March.

Mr. Mitchell mentioned that a meeting is scheduled next Tuesday January 28th at the Public Library to address abutters’ concerns.
Bond Renewal for Downtown Engineering
Mr. Herbert explained a short-term bond anticipation note (BAN) has been renewed at a better rate than last year. Our current rate is 2.55% and the new rate is 1.75%.

Yolanda Greaves made a motion to approve and sign the $800,000.00 BAN for the Downtown Phase II Planning Project. This motion was seconded by Brandi Kinsman with a unanimous vote of 5-0-0.

Volunteer Breakfast
The board confirmed the date for Volunteer Breakfast on Saturday March 7th from 9:00 am to 11:00 am.

Town Manager Evaluation Timeline
Mr. Herbert explained the proposed timeline for him to complete his self-evaluation and for the board to provide their individual comments the week of February 17th to the 24th. The Chair will draft a statement and any additional feedback from the board is due by March 16th.

Ashland Clockers Superbowl Rings
Mr. Mitchell explained that he has been in communication with Lisa Dwinellls to discuss funding for the Ashland Clockers Superbowl Rings. Mr. Mitchell recommended a donation of $5,000.00 to help defray the cost of the rings.

Ms. Kinsman explained that she would prefer the funding go directly to the Clocker Club and allow them to decide the best way to utilize the donation.

Ms. Greaves agreed to support the Football Team separately and award the donation directly to them. She also supported awarding funds separately to the Clocker Club.

Mr. Magnani recommended a $2,500.00 donation to the football team and $2,500.00 to the Clocker Club.

Mr. Scherer stated that the board should consider providing the $2,500.00 the Clocker Club requested.

Yolanda Greaves made a motion to approve the request for $2,500.00 from Coach McKay for the Football Team Superbowl rings and $2,500.00 on behalf of the PJ Ferrier and Jake Silver to the Clocker Club. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

Ashland Post Office
Mr. Michell explained that the Post Office remains closed and their assessments are complete, and they are awaiting a formal report and proposal to award a contract for the repairs. As more information is provided concerning the Ashland Post Office, it will be shared on the town’s website.

Economic Development Incentive Program
Mr. Herbert explained that 2Mauro’s Café, 372 Union Street, has taken advantage of the Economic Development Incentive Program. They are requesting $20,000.00 for equipment and $20,000.00 for rental reimbursement.

Yolanda Greaves made a motion to approve and support the application from 2Mauro’s Café for $20,000.00 for equipment and $20,000.00 for rental reimbursement through the Economic Development Incentive Program. This motion was seconded by Brandi Kinsman with a unanimous vote of 5-0-0.

Town Manager Report
EPA Nyanza Plan
Mr. Herbert explained that the EPA is working on the plume extraction system and are not yielding the results that they had hoped for when the plan was implemented, in terms of a reduction of the
groundwater plume. The EPA is analyzing how to remedy the situation and what options would work best for Operational Unit 2. Mr. Herbert met with the EPA yesterday to discuss their plan and he explained that the solution currently does not have approved funding. A public forum is scheduled at the High School on January 23rd from 6:30 pm to 8:00 pm.

**Website Redesign**
Mr. Herbert explained the next website redesign meeting is scheduled on Friday. The current website is being mapped out and other appealing Civic Plus branded websites are being identified to use as a model template.

**FY21 Budget Update**
Mr. Herbert explained that budget process is underway. The first hearing with the Finance Committee is on February 4th. The School Department’s initial budget review identified a gap between available and needed funds. One of the biggest impacts is the Governor’s pending budget and its level of state aid that will provide insight into the town’s budget around mid-February.

**Communications/Events Coordinator**
Mr. Herbert explained that a Communication/Events Coordinator will help the town get ahead of community affairs, engagements, and cultural events, as well as community building. Mr. Herbert indicated the Coordinators salary, between $43K to $50K, would be funded by several town depts. in the General Fund.

The board discussed at length the many ways this position could benefit the community. Ms. Greaves asked that a thorough search is conducted to ensure the best person is hired.

Mr. Herbert requested the board’s support to approve this new position.

Yolanda Greaves made a motion to approve the Communications/Events Coordinator along with additional detail on the finances for this position. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

**Board Reports**

**Joe Magnani**
Mr. Magnani thanked Beth Reynolds for her work on the Holiday Lighting and said the event was a huge success.

Mr. Magnani mentioned the Public Safety meeting tomorrow at 9:00 am.

Mr. Magnani offered his condolences to families that have recently experienced a loss.

**Yolanda Greaves**
Ms. Greaves wished a Happy New Year to everyone and expressed that she loved the red and blue trees outside Police and Fire Depts.

Ms. Greaves attended a MetroWest Regional Collaborative meeting last week in Marlborough where MAPC grant was discussed. Ms. Greaves mentioned that some communities are having an issue with Affordable Housing due to septic and well based utilities.

Mr. Greaves met with Tina, a new Holliston Select Board member.

Ms. Greaves will be attending the MMA Conference.
**Brandi Kinsman**  
Ms. Kinsman reported on the recent commuter rail issues. Ms. Kinsman spoke to Rep. Lewis and he is going to meet with Keolis to see how to address the issues.

Ms. Kinsman is holding Office Hours at the Bagel Table on Saturday from 9:00 am to 10:00 am.

**Rob Scherer**  
Mr. Scherer mentioned that the Ashland, Holliston and Hopkinton Democratic Town Committee are hosting a fundraising at the American Legion on Sunday February 16th from 4:00 pm. to 7:00 pm.

Mr. Scherer provided an update on the Transportation Climate Initiative that includes an 11 state compact to auction emission on gas sales to raise money for transportation improvements.

He mentioned that the Upper Charles Trail met with the residents at Pine Lakes and they were received positive.

Mr. Scherer wanted to know how well the town’s Recycling Program is working and Mr. Herbert provided an update.

**Steve Mitchell**  
Mr. Mitchell will be attending the upcoming MMA conference. There are lots of great workshops and lots are relative to climate change.

Mr. Mitchell reminded all about the Nyanza Proposed Plan Report meeting on the January 23rd at 7:00 pm at the High School. He also reminded everyone to get the flu shot.

Mr. Mitchell sent out his best wishes to the families of Marie Johnson, Vin Hanrahan, Beth Holihan and Jen Thorsen who have recently passed away.

**Adjournment**  
Ms. Greaves made a motion to adjourn. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

**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.
Good Morning, Susan,

At the Conservation Commission Meeting on November 25, 2019, the Conservation Commission voted to recommend Mr. Toledo to be appointed to fill the vacant seat on the Conservation Commission.

May you put this on your next meeting?

Thank you,
Maeghan

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Maeghan Dos Anjos  
Conservation Agent/Director  
Town of Ashland  
a: 101 Main Street, Ashland, MA 01721  
p: 508-532-7924  

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Town of Ashland Massachusetts
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Michael Herbert, Town Manager, Ext 7911
Jennifer Ball, Assistant Town Manager, Ext 7901
Susan K. Robie, Executive Assistant, Ext. 7921
Diane Mortensen, Personnel and Financial Assistant, Ext. 7933

Select Board
Steve Mitchell, Chair
Yolanda Greaves, Vice Chair
Joseph J Magnani, Jr., Clerk
Brandi Kinsman, Member
Rob Scherer, Member

Legal Notice
Public Hearing Notice

Notice is hereby given that a public hearing will be held at the Ashland Town Hall on
Wednesday January 15, 2020 at 7:30 pm. The hearing is a request for a modification to a Class
II License operating at 62-72 Nickerson Road. The applicant is Jose Padilla owner of New
Beginning Auto Service Inc.

Parties wishing to be heard on this matter should appear at the time and place indicated above.
Interested parties who are unable to attend the hearing may submit written comments to the
Select Board’s Office, Town Hall 101 Main Street, Ashland, MA 01721 or by e-mailing Susan
Robie at srobie@ashlandmass.com.

Steve Mitchell, Chair
Select Board
AUTO-SALES
LICENSE RENEWAL

For New Beginnings
Auto Service, Inc.

Located on Nickerson Road
ASHLAND, MA

RENEWAL License Requesting: 80 Vehicles
Expiring License No: 1408
Old License: 25 Vehicles

Submitted to ASHLAND
Board of Selectmen, 15 Jan 2020
MODIFICATION OF A CLASS II LICENSE

Name of Applicant: New Beginning Auto Service Inc/Jose Padilla
Address of Applicant: 62 Nickerson Rd
Telephone: 508-881-2702 E-mail: 
Federal ID: __________________ Or Social Security #: __________________
Business Name: New Beginning Auto Service Inc
Business Address: 62 Nickerson Rd
Telephone: 508-881-2702 E-mail: 
Days and Hours of Operation: 8am to 5pm
Parking Plan Attached: yes Site Plan Attached: yes

Request to change from 25 vehicles to 80

I the undersigned, state that the information provided in this application, and associated documents, are true and accurate to the best of my knowledge. I certify under penalties of perjury, that

all taxes, fees and fines owned to the Commonwealth of Massachusetts and the Town of Ashland have been paid.

Applicant's Signature

Date
COMMERCIAL LEASE

Indenture of Lease made as of the 4th day of January, 2019 by and between GAZUMP, LLC, a Massachusetts Limited Liability Company (herein “Landlord”) and New Beginning Auto Services, a Massachusetts Business located at 72 Nickerson Street, Ashland, Massachusetts, 01721, for the purpose of auto-cleaning and detailing, buying and selling motor vehicles and all activities consistent with those purposes.

WITNESSETH, IN CONSIDERATION of the rents, and of the mutual covenants and agreements as hereinafter set forth, Landlord and Tenant do hereby agree as follows:

PREMISES

1. Landlord hereby demises and leases unto Tenant and Tenant hereby hires from Landlord, subject to the conditions herein below set forth, the premises known as and located at 72 Nickerson Road, Ashland, MA, 01721; which contains approximately 6300 Sq. Foot of land.
2. Landlord & all tenants agree to the use of no more than 9 vehicles from New Beginning Auto Service to be parked on the building exterior side of 72 Nickerson Rd property.

TERM

2. TO HAVE AND TO HOLD, the Premises for an original term of 2 year commencing January 4, 2019, and ending on January 2, 2021.

RENT AND OTHER EXPENSES

3. Tenant agrees to pay Landlord as rent for the Premises a monthly amount of $4000.00. Said rental payments are due to the Landlord by the 3rd day of each month. The tenant is also responsible for any personal property taxes and responsible for paying the water & sewer bill to the Town of Ashland. Tenant is responsible for paying all utilities. Landlord pays all real estate taxes. Payments and communications between Landlord and Tenant shall be made in the manner that was established under the first lease of June, 2011.

LANDLORD’S WARRANTY/QUIET POSSESSION

4. (a) Landlord represents and warrants to tenant that Landlord has the lawful right and authority to enter into this Lease for the entire term hereof.

(b) Landlord covenants and agrees that Tenant, upon performance of its obligations under this Lease, shall peaceable and quietly have, hold and enjoy the Premises throughout the original term of this Lease.
TENANT'S FIXTURES/ALTERATIONS

5. (a) Tenant may install in the Premises such fixtures (trade or otherwise) and equipment as Tenant deems desirable and all of said items shall remain Tenant's property and Tenant may remove, and/or replace, said fixtures and equipment, in the Premises, at any time and from time to time during the term or any Extension Period hereof. Landlord shall not mortgage, pledge or encumber said fixtures or equipment. Tenant shall make all repairs or replacement at Tenant's expense in connection with the removal of any fixtures or equipment installed as provided in this paragraph.

(b) All signs, counters, shelving, trade and light fixtures, contents, and other store equipment, which may at any time be installed or placed in or upon the Premises, by or at the expense of Tenant, are and shall remain the property of Tenant, and Tenant shall remove the same and repair all damage to the Premises caused by such installation and removal prior to or at the expiration date of the term or the Extension period of this Lease.

ASSIGNING AND SUBLETTING

6. (a) Except as provided herein, Tenant shall not assign this Lease of any interest therein without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, but Tenant shall remain liable to Landlord during the original term for the payment of rent and performance of all obligations of Tenant hereunder.

(b) Notwithstanding the above, Tenant shall have the right, without the consent of Landlord, to assign this Lease or sublet the Premises or any part thereof to any entity incidental to the merger or consolidation or sale of substantially all the assets of Tenant in which the surviving or acquiring corporation after acquisition shall have a pro forma net worth computed in accordance with generally accepted accounting principles not less than that of Tenant immediately prior to such merger or consolidation or acquisition.

HOLDING OVER

7. If Tenant holds over or remains in possession of the Premises after expiration of the original term of this Lease, without any new lease of said premises being entered into between the parties hereof, or any option herein contained being exercised by written notice, such holding over or continued possession shall create a tenancy at will only at the last monthly rental and upon the terms, which may at any time be terminated by either party by one (1) month's written notice to the other party.

REPAIRS AND MAINTENANCE

8. (a) Landlord shall not have any obligation to make any repairs or alterations to the Premises or any part thereof, except as otherwise expressly provided in this Lease. Throughout the original term of this Lease, Tenant covenants and agrees to maintain the
Premises and all additions and improvements made upon them in such repair, order and condition as the same are in at the commencement of said term or may be put in by Landlord or Tenant during the continuance thereof, reasonable wear and tear, damage by fire or any other casualty, taking by eminent domain, and items which Landlord is expressly obligated to repair only excepted. Without limiting the generality of the foregoing, Tenant shall: provide regular maintenance and repairs to all heating, air conditioning, hot water and other equipment serving the Premises; provide janitorial and cleaning services; remove snow and ice from the parking area and walkways; sand, patch and re-stripe the parking area; repaint interior surfaces; and replace broken glass with glass of the same kind and quality.

(b) Landlord covenants and agrees that Landlord will make all necessary repairs and replacements to the structure of said building so that said building will comply with applicable law and any other required structural repairs and replacements to said building.

(c) Structural repairs and replacements shall mean and include repairs and replacements to the roof and exterior walls of said building and to major items of equipment such as HVAC equipment.

**DAMAGE OR DESTRUCTION**

9. If the Premises shall be damaged or destroyed by fire or other cause, the same shall be repaired or replaced or restored to the condition the same were in immediately preceding such fire or other cause by, and at the expense of, Landlord, but only to extent that Landlord has received insurance proceeds sufficient therefor, and the base rent under Exhibit B, additional rent and any other charges shall, until such repairs have been made, be abated as to the part of the Premises which is unusable by Tenant on a just and equitable basis. Such repairs shall be made promptly subject to reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and for delay on account of labor troubles or any other cause beyond Landlord's control. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting from delays in repairing such damage, except that Landlord agrees to use its best efforts to procure such insurance proceeds and to repair such damage expeditiously, and except that Landlord shall not unreasonably interfere with Tenant's business in making such repairs. If the Premises are totally damaged or are rendered wholly untenantable by fire or other cause so that they cannot reasonably be expected to be restored or rebuilt within a four (4) month period, either Landlord or Tenant may within thirty (30) days of the occurrence of such damage, terminate this Lease upon fourteen (14) days' prior notice in writing to the other. Notwithstanding anything to the contrary in this lease contained, if landlord shall not have in fact completed repair of such damage within four (4) months from the occurrence of such fire or other casualty, Tenant may terminate this Lease by written notice to Landlord and thereafter this Lease shall be of no further force or effect. Upon the termination of this Lease under the conditions herein provided for, Tenant's liability for rent accruing thereafter shall cease as of the day following the casualty. Landlord shall not be obligated to expend funds to repair or
replace the Premises in an amount in excess of the insurance proceeds received as a result of such damage or destruction.

INSURANCE

10. (a) Tenant at its own cost and expense covenants and agrees: to insure the building and all fixtures, additions and improvements which are a part of the Premises against damage by fire, including extended coverage, and to keep them so insured within insurance companies approved by Landlord, to the extent of the full replacement value as from time to time specified by Landlord by written notice to Tenant, it being agreed that if any insuring company requires any modifications, additions or improvements to the Premises as a condition precedent to issuing such insurance policy Landlord shall forthwith arrange to have the necessary work performed in a good and workmanlike manner. The amount of said insurance shall be payable to the Landlord, the mortgagee, and the Tenant as their interests may appear. Such insurance shall not be amended (except for increases in insurance limits) or canceled except on ten (10) days' prior written notice to Landlord. The policy or certificates thereof shall be delivered to and held by Landlord.

(b) Ten (10) days prior to the expiration of each such policy, Tenant shall deliver a binder renewing each such policy, which binder shall provide that at least ten days' written notice of any change in or cancellation thereof shall be given by the insurance company to Landlord. Tenant shall pay the premiums for renewal insurance and deliver to Landlord the original policy or certificate thereof and duplicate receipt evidencing payment thereof.

(c) At the commencement of the term of this Lease, Landlord will deliver to Tenant the Premises insurable as called for herein; thereafter Tenant shall not violate or permit to be violated any of the conditions or provisions of any such policy, and Tenant shall perform and satisfy the requirements of the companies writing such policies so that at all times companies of good standing satisfactory to Landlord shall be willing to write and/or continue such insurance.

EMINENT DOMAIN

11. (a) In the event of any taking for any public or quasi-public use by exercise of the right of eminent domain or by deed in lieu thereof between Landlord and those having the authority to exercise such right (hereinafter called "Taking") of the whole of the Premises then this Lease and the term hereof shall cease and expire as of the date of such Taking and the base rent under Exhibit B and any additional rent and all other charges paid for a period after such Taking shall be refunded to Tenant upon demand.
(b) In the event of Taking of a substantial part of the Premises or in the event of a Taking so as to prevent or substantially prevent adequate access to Premises, then Tenant may elect to terminate this Lease by giving notice of termination to Landlord on or before the date which is ninety (90) days after receipt by Tenant of notice that the Taking or denial or diminishing of access or termination of the Tenant's lease shall have occurred. Upon the date specified in such notice of termination, this Lease and the term hereof shall cease and expire, and the base rent under Exhibit B and any additional rent and charges paid for a period after such date of termination shall be refunded to Tenant upon demand.

(c) If this Lease be not terminated or if Tenant does not elect to terminate this Lease as aforesaid then the award or payment for the Taking shall be paid to and used by Landlord for restoration as hereinafter set forth and Landlord shall promptly commence and with due diligence continue to restore the Premises remaining after the Taking to substantially the same condition and tenant's ability as existed immediately preceding the Taking. During the period of any restoration, the base rent under Exhibit B, additional rent, and other charges shall be abated justly and equitably. Nothing herein contained shall be deemed or construed to prevent either Landlord or Tenant from enforcing and prosecuting a claim for the value of its respective interest in any condemnation proceedings.

(d) Tenant's right to recover damages in case of any Taking, shall not be affected, prejudiced, restricted or limited whether or not this Lease has been terminated because of such Taking or is subject to termination. Nothing herein contained shall prohibit Tenant (in addition to the foregoing) from interposing and prosecuting in any condemnation proceeding, independent of any claim of Landlord, claims for which the Tenant may be entitled to recover.

TEENANT'S DEFAULT

12. If any sum or sums due as rent or additional rent as herein provided and set forth or any part thereof shall be unpaid for a period of fourteen (14) days after written notice of such default has been given by Landlord to Tenant, or if Tenant shall violate or be in default in its observances or performance of any of its covenants herein contained, except default in the payment of base rent or additional rent, and shall have failed to take and prosecute appropriate steps to remedy such breach or default within twenty (20) days after written notice of such breach or default has been given by Landlord to Tenant, or if the estate hereby created shall be taken on execution or other process of law and shall not be redeemed for twenty (20) days after Landlord shall have given Tenant written notice of such taking, or if Tenant be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, then, and in each of the said cases (after the expiration of the aforesaid fourteen (14) day or twenty (20) day period if applicable), Landlord lawfully may (notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other stipulation aforesaid continues and without further demand or notice, enter into and upon the Premises or any
part thereof in the name of the whole and repossess the same as of its former estate and
expel Tenant and those claiming through or under it and remove its effects (forcibly if
necessary) without being deemed guilty of any manner to trespass and without prejudice
to any remedies which might otherwise be used for arrears of rent or preceding breach of
covenant, and upon entry as aforesaid this Lease shall terminate and Tenant covenants
that in case of such termination under the provisions of statute by reason of the default of
Tenant, Tenant will forthwith pay Landlord as damages a sum equal to the amount by
which the base rent, additional rent, and other payments called for hereunder of the
remainder of the original term or of any extensions thereof, and, in addition thereto, will
during the remainder of the original term and of any extensions thereof pay to Landlord
on the last day of each calendar month the difference, if any, between rental which would
have been due for such month had there been no such termination and the sum of the
amount being received by Landlord as rent from occupants of the Premises, if any, and
the applicable pro rated amount of the damages previously paid to Landlord, Landlord
hereby agreeing to use reasonable efforts to minimize damages.

INVALIDITY OF CERTAIN PROVISIONS

13. If any provision of this Lease shall be invalid or unenforceable, the remainder
of the provisions of this Lease shall not be affected thereby and each and every provision
of this Lease shall be enforceable to the fullest extent permitted by law.

LANDLORD'S INTEREST

14. (a) Landlord reserves the right to assign or transfer any and all of its rights,
title and interest under this Lease, including but not limited to the benefit of all covenants
of the Tenant hereunder. Notwithstanding anything contained in this Lease to the
contrary, it is specifically understood and agreed that the obligations imposed upon
Landlord hereunder shall be binding upon Landlord and Landlord's successors in interest
only with respect to breaches occurring during Landlord's successors' respective
ownership of Landlord's interest hereunder, and Landlord and its said successors in
interest shall not be liable for acts and occurrences arising from and after the transfer of
their interest as Landlord hereunder.

(b) If all or any part of Landlord's interest in this Lease shall be held by a trust at
any time or times, no trustee, shareholder or beneficiary of said trust shall be personally
liable for any of the covenants or agreements, express or implied, hereunder; the
Landlord's covenants and agreements shall be binding upon the trustees of said trust as
trustee, as aforesaid, and not individually and shall be binding upon the trust estate.
Nothing contained in the foregoing shall limit or restrict Tenant's rights to obtain
injunctive relief against Landlord.

INDEMNIFICATION
15. Tenant and Landlord agree to indemnify and defend each other against, and to save each other harmless from, any and all claims of whatever nature for injury or damage to persons or property in or about the Premises caused by their respective negligence or intentional conduct or by the negligence or intentional conduct of their respective employees, agents or contractors.

WITNESS the execution hereof under seal this 4th day of January, 2019.

[Signature]
Jane L. Harrington, as Manager of GAZUMP, LLC.
but not individually

[Signature]
Jose A. Padilla, as Owner of New Beginnings Auto Services
but not individually
## Warrant Article Index

<table>
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<tr>
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Article 8: Authorize Easements along Main Street
Sponsor: Board of Selectmen

To see if the Town will vote to authorize the Board of Selectmen to purchase, acquire or take by eminent domain, and to raise and appropriate, either by appropriation, borrowing or otherwise, a sum of money to fund said purchase or taking along with all associated legal and engineering costs necessary, easements in the parcels of land located along Main and Front Street at: 10-60 Main Street, 446 sq. ft. +/-; 98-100 Main Street, 273 sq. ft. +/-; 118 Main Street, 370 sq. ft. +/-; 128-132 Main Street, 191 sq. ft. +/-; 4-12 Front Street, 37 sq. ft. +/-; all as shown on a plan by BSC Group dated May 6, 2019 and on file with the Town Clerk, the acquisition of said land having been determined to be necessary for the health and welfare of the inhabitants of Ashland and to be used for municipal purposes; or pass any vote or take any action relative thereto.

MOTION: vote to authorize the Board of Selectmen to purchase, acquire or take by eminent domain, and to raise and appropriate $10,000 to fund said purchase or taking along with all associated legal and engineering costs necessary, easements in the parcels of land located along Main and Front Street at: 10-60 Main Street, 446 sq. ft. +/-; 98-100 Main Street, 273 sq. ft. +/-; 118 Main Street, 370 sq. ft. +/-; 128-132 Main Street, 191 sq. ft. +/-; 4-12 Front Street, 37 sq. ft. +/-; all as shown on a plan by BSC Group dated May 6, 2019 and on file with the Town Clerk, the acquisition of said land having been determined to be necessary for the health and welfare of the inhabitants of Ashland and to be used for municipal purposes.

FinCom Recommendation: The Finance Committee recommends the Town to authorize the Board of Selectmen to purchase, acquire, or taking of land as described above.
Motion: I move that the Town Manager notify the owners of the following properties of the Town's intent to take an easement for roadway improvements, said taking hearing to be held at 7:30 pm on 11/15, 2020.

10-60 Main Street, 446 sq. ft. +/-;
98-100 Main Street, 273 sq. ft. +/-;
118 Main Street, 370 sq. ft. +/-;
128-132 Main Street, 191 sq. ft. +/-;
4-12 Front Street, 37 sq. ft. +/-

Second:
NOTICE OF INTENT
TO TAKE PROPERTY BY EMINENT DOMAIN

January 2, 2019

VIA FIRST CLASS MAIL
Ashland Properties, LLC
Richard Gordon, Manager
330 Hopping Brook Road
Holliston MA 01746

RE: Eminent Domain Taking

Dear Mr. Gordon:

Reference is made to the above captioned matter. In that regard, you are hereby notified of the Town of Ashland Board of Selectman’s intent to take by eminent domain, an easement in a portion of the property located at 10-60 Main Street, shown as “Sidewalk Easement 446± S.F.” on a plan entitled “Easement Plan in Ashland, MA (Middlesex County)” prepared by BSC Group, dated May 6, 2019 and attached hereto.

The purpose of the taking is to acquire an easement over the property to install, construct, maintain, and replace sidewalks in the easement area. Under G.L. c. 79, § 5C, as a record title holder to a portion of this land, you are entitled to this Notice of Intent thirty (30) days prior to the issuance of the Order of Taking. The Board of Selectmen will hold a Public Hearing on this matter at the Ashland Town Hall, 101 Main Street, Ashland, MA 01721 on January 15th at 7:30 PM, at which time the Board will vote on a taking.

If you have any questions or concerns about this matter, please contact Michael Herbert at 508-532-7911.

Sincerely,

Michael Herbert
Town Manager

cc: Board of Selectmen
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MOTION: vote to authorize the Board of Selectmen to purchase, acquire or take by eminent domain, and to raise and appropriate $10,000 to fund said purchase or taking along with all associated legal and engineering costs necessary, easements in the parcels of land located along Main and Front Street at: 10-60 Main Street, 446 sq. ft. +/-; 98-100 Main Street, 273 sq. ft. +/-; 118 Main Street, 370 sq. ft. +/-; 128-132 Main Street, 191 sq. ft. +/-; 4-12 Front Street, 37 sq. ft. +/-; all as shown on a plan by BSC Group dated May 6, 2019 and on file with the Town Clerk, the acquisition of said land having been determined to be necessary for the health and welfare of the inhabitants of Ashland and to be used for municipal purposes.

FinCom Recommendation: The Finance Committee recommends the Town to authorize the Board of Selectmen to purchase, acquire, or taking of land as described above.
<table>
<thead>
<tr>
<th>Office</th>
<th>To purchase personal protection items for various departments</th>
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</thead>
<tbody>
<tr>
<td>55,000.00</td>
<td>$55,000.00</td>
</tr>
<tr>
<td>one time</td>
<td>one time</td>
</tr>
<tr>
<td>$55,000.00</td>
<td>one time</td>
</tr>
<tr>
<td>50</td>
<td>50</td>
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</tbody>
</table>

**GRANTS TRACKER**
# MIIA Grant Statement
## Town of Ashland

<table>
<thead>
<tr>
<th>Grant ID</th>
<th>Department</th>
<th>Category</th>
<th>Purpose</th>
<th>Status</th>
<th>Requested</th>
<th>Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>RM187</td>
<td>Administrati</td>
<td>PPE eye, face, fall, hearing etc.</td>
<td>PPE Compliant Kit (26) @ $49.95 each</td>
<td>Yes</td>
<td>$1,299</td>
<td>$1,299</td>
</tr>
<tr>
<td>RM187</td>
<td>Administrati</td>
<td>PPE equipment- eye, face, fall, hearing etc.</td>
<td>First Aid Kits</td>
<td>Yes</td>
<td>$100</td>
<td>$100</td>
</tr>
<tr>
<td>RM187</td>
<td>Administrati</td>
<td>Safety Equipment- dollys, lifts, etc.</td>
<td>Gerber Suspension Multi Tool (each person) - 25.87 each</td>
<td>Yes</td>
<td>$623</td>
<td>$623</td>
</tr>
<tr>
<td>RM187</td>
<td>Administrati</td>
<td>Safety Equipment- dollys, lifts, etc.</td>
<td>Tactical Flashlight (each person) - 19.99 2 pack</td>
<td>Yes</td>
<td>$80</td>
<td>$80</td>
</tr>
<tr>
<td>RM187</td>
<td>Administrati</td>
<td>PPE eye, face, fall, hearing etc.</td>
<td>Cold Protection Gloves</td>
<td>Yes</td>
<td>$1,499</td>
<td>$1,499</td>
</tr>
<tr>
<td>RM187</td>
<td>Administrati</td>
<td>Safety Equipment- dollys, lifts, etc.</td>
<td>lockout tag out kits for following locations community center, DPW, Henry Warren School, High School, Middle</td>
<td>Yes</td>
<td>$1,400</td>
<td>$1,400</td>
</tr>
</tbody>
</table>

Grand Total: $5,000

12/3/2019
1:17:31 PM
<table>
<thead>
<tr>
<th>DEPT</th>
<th>PURPOSE OF GRANT</th>
<th>AMOUNT</th>
<th>DURATION</th>
<th>FUNDING (FEDERAL)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRE DEPARTMENT</td>
<td>To purchase fire equipment and portable radios</td>
<td>$45,000.00</td>
<td>One Line</td>
<td>State</td>
</tr>
<tr>
<td>FIRE DEPARTMENT</td>
<td>To purchase fire equipment for new employees</td>
<td>$852,000</td>
<td>One Line</td>
<td>State</td>
</tr>
<tr>
<td>FIRE DEPARTMENT</td>
<td>This funding will be used to purchase gloves and snacks for new employees</td>
<td>$12,000</td>
<td>One Line</td>
<td>State</td>
</tr>
<tr>
<td>DEPT</td>
<td>PURPOSE OF GRANT</td>
<td>AMOUNT</td>
<td>DURATION</td>
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<tr>
<td>CONTRACT COMMUNITY GRANT</td>
<td>This funding will be used to purchase station equipment</td>
<td>$5,000.00</td>
<td>One Line</td>
<td>State</td>
</tr>
<tr>
<td>FIRE DEPARTMENT</td>
<td>To increase fire and safety programs</td>
<td>$125,000</td>
<td>One Line</td>
<td>State</td>
</tr>
<tr>
<td>FIRE DEPARTMENT</td>
<td>To provide additional training for firefighters</td>
<td>$25,000</td>
<td>One Line</td>
<td>State</td>
</tr>
</tbody>
</table>
January 8, 2020

Dear Michael Herbert,

It is with great pleasure that I inform you that your community has been awarded $54000 through the Community Compact Cabinet’s (CCC) Information Technology grant program. The competition for funding was intense. Your application was chosen because it met the overarching goal of driving innovation and transformation at the local level via investments in technology.

We are currently working to schedule an awards ceremony in the coming weeks where we will officially announce all of the grant winners. You will be notified via email of the specifics regarding this future event.

Lieutenant Governor Polito, who serves as Chair of the Community Compact Cabinet, and I want to congratulate you for becoming a “Compact Community” and striving to make your community a better place by virtue of implementing best practices. Your participation not only provided you with technical assistance, but it also places you in a more competitive position for other state grants, such as this IT program. I am glad to see your community taking advantage of the benefits the CCC program offers.

Attached are the grant documents that need to be completed in order to get the funds to your community. These should be sent to Frank Gervasio at the Division of Local Services as soon as possible, but no later than February 14th.

Sincerely,

[Signature]

Michael J. Heffernan, Secretary
Executive Office for Administration and Finance
<table>
<thead>
<tr>
<th>Gift</th>
<th>Name</th>
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**GIFTS & DONATIONS TRACKER**
SELECT BOARD
Minutes
December 4, 2019 – 6:30 PM
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 Select Board 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 Select Board 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
Steve Mitchell, Chair called the meeting to order at 6:30 pm and mentioned that WACA TV is recording and broadcasting the meeting live. Present at the meeting were Chair Steve Mitchell, Vice Chair Yolanda Greaves, Joe Magnani, Rob Scherer, Brandi Kinsman, Town Manager Michael Herbert, Assistant Town Manager Jenn Ball and Executive Assistant Susan Robie.

Sam Clancy led the board in the Pledge of Allegiance.

Scheduled Hearings/Appearances
Eagle Scout Proclamation – Sam Clancy
Joe Magnani read a proclamation and presented it to Eagle Scout Sam Clancy.

Results of 2019 Citizen Survey
Jennifer Ball provided the board with a presentation of the results of 2019 Citizen Survey conducted by the National Research Center.

Mr. Mitchell commented that one of the big take away from this effort was the high marks with regards to staff inactions. He was also pleased with the openness and acceptance within the community towards people with diverse backgrounds.

Rob Scherer noted the value this tool will provide in terms of prioritizing initiatives and developing strategic plans.

Brandi Kinsman was glad to hear that the town is moving in the right direction as far as projects that are in progress, and she was happy that sustainability is a priority for the community as well as the board.

Yolanda Greaves asked what the biggest surprise from the results was. Ms. Ball said that she found the jump in sustainability priority surprising. Additionally, she was pleasantly surprised by the positive comments regarding the confidence in government.

Mr. Magnani said that he really was not surprised by the positive findings concerning the town’s operations given its strong leadership.

FY20 Property Tax Classification Hearing
Mr. Mitchell read the legal notice to open the public hearing for the FY20 Tax Classification Hearing.
Ms. Greaves made a motion to continue to the hearing to later in the meeting. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

Ms. Greaves made a motion to open the public hearing. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

Richard Ball, Assistant Assessor explained the process for setting the tax rate. Mr. Ball explained that as in past years and the Board of Assessors is recommending moving forward with a single rate classification, as opposed to a split rate. He said residents may look up the tax rate for their property on the Ashland website and the appeal period begins on January 1st to appropriately February 1st.

The recommended tax rate is $16.17 per thousand which would be an average annual tax increase of $246.00 for homeowners and $356.00 for condo owners.

Mr. Ball reviewed the average increase for several other town property types, and he summarized a cost comparison analysis between last year and this year, and the alternative split rate tax burden.

Ms. Greaves made a motion to close the public hearing. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

Ms. Greaves made a motion to approve the recommendation from the Board of Assessor’s for a single tax rate for FY 2020. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

**Request for a Class II License transfer from 72 Nickerson Road**
Mr. Mitchell explained that the Class II License transfer from 72 Nickerson Road to 6 Chestnut Street - New Beginning Auto Service Inc. hearing was continued from November 6th. Mr. Mitchell asked for a motion to open the public hearing.

Ms. Greaves made a motion to open the public hearing. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

Mr. Mitchell explained that the application has been withdrawn by the applicant.

Ms. Greaves made a motion to close the hearing. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

**Hanto Hearing for a Violation of their Entertainment License**
Mr. Mitchell stated that the board is conducting a hearing regarding violations at Hanto restaurant and asked to have the hearing opened and suspended until later in the meeting.

Ms. Greaves made a motion to open the public hearing and continue it until later in the meeting. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

Ms. Greaves made a motion to open the public hearing. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

Mr. Mitchell read the Violation Hearing Notice details and explained that the alleged violation of the Entertainment License occurred on September 7, 2019 and the alleged violation of the Liquor License occurred on November 23, 2019.

Mr. Mitchell swore in Chief Alfano prior to his testimony. Regarding the noise complaint, Chief Alfano explained that Police Dept. received several calls concerning loud music at Hanto on September 7, 2019.
Additionally, the music continued to play after hours. Chief Alfano explained that since that complaint the Police Dept has received no other noise complaints.

Chief Alfano explained that from Friday, November 22nd until Sunday November 24th there had been several incidents and liquor violations that had occurred, and he outlined details of the incidents.

William Smith, manager Raymond Jiang and restaurant owner Mei Xiu Huang were sworn in. William Smith explained that he is a business advisor and working with Ray in that capacity.

Mr. Jiang stated that he is working on installing sound proofing and changing the doors so that the noise is contained. Chief Alfano commented on the changes recommended by the Police Dept. He explained that from the sound testing conducted in the building, the double doors when opened was the major contributing factor of noise escaping. Chief Alfano stated that carpeting has been added, acoustic wallpaper has been purchased but not been installed, and crash bars for the fire doors are on order but have not been installed. Additionally, he stated that Mr. Jiang will install a house sound system that was also recommended. Also, Chief Alfano indicated that there have been no additional noise complaints since the last hearing.

Ms. Greaves and Ms. Kinsman asked who is responsible for managing the entertainment and music. Mr. Jiang explained that it was the responsibility of the Bar Manager.

William Smith explained that Mr. Jiang is not denying the alcohol violation that occurred on September 7, 2019. Additionally, Mr. Smith explained that Mr. Jiang has severed ties with several employees as a result of the bad choices that occurred.

Mr. Magnani explained that he is extremely upset and does not want anyone to get injured or worse. Mr. Smith explained that the staff is going to retrained in addition to attending the training session that is scheduled by the town.

Mr. Mitchell reviewed the alcohol violations, the ABCC regulation violations and the unruly patron and said these negative incidents are serious.

Ms. Greaves suggested restricting the hours to end at 11:00 pm for the month of and require them to complete the sound proofing. Ms. Greaves explained that she would also consider changing the hours from 7:30 pm to 10:30 pm.

Mr. Mitchell recommended rolling back the start time to 7:00 pm to 10:00 pm and to suspend the license for the month of January. Mr. Mitchell suggested a 14-day suspension of the liquor license with 7 days to be served and 7 days in abeyance for 1 year. The 7 days served would be weekends in the month of December, and he would like to mandate training for all employees who serve alcohol and that the license holder be responsible for the cost of the investigation.

Mr. Magnani recommended suspending the liquor license for 9 days which would be 3 weekends in December.

Ms. Kinsman felt that the board needs to be sure that punishment is commensurate for the severity of the violation. Ms. Kinsman recommended a 7-day suspension to be served in January.

Mr. Scherer recommended splitting the suspension days between December and January.

Mr. Magnani recommended a 9-day suspension.
Ms. Greaves proposed 12-day suspension with 6 days being served between December and January and 6 days in abeyance.

Mr. Jiang explained that he has been working with the Chief and he wants to board to understand that this is his first liquor offence.

Mr. Mitchell made a motion to suspend the Hanto Liquor License for 14 days with 7 days to be served in December and January and the other 7 days to be held in abeyance for 1 year, a mandatory in-house alcohol training session, and reimbursement to the Ashland Police Dept. for the investigation fees in the amount of $757.00. Additionally, they will report back to the board in 2 months to review their progress. This motion was seconded by Mr. Scherer with a vote of 4-1-0 (Magnani)

Mr. Magnani amended the motion to add a detail officer at Hanto. Steve explained that filling the details can be a challenge. Chief Alfano suggested that adding a Detail Officer when they are hosting an amplified band.

Ms. Greaves made a motion to adjust the timing of Hanto’s Entertainment License currently 8:30 pm to 11:30 pm, to 7:30 pm to 10:30 pm, and when there is an amplified band a police detail must be on duty, and the Entertainment License will be suspended for 6 days in January due to the violation. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

Mr. Mitchell made a motion that the board suspend the Liquor License for December 13th, 14th and 15th and January 9th, 10th, 11th and 12th and suspend the Entertainment License on January 3rd, 4th, 17th, 18th, 24th and 25th. This motion was seconded by Ms. Greaves with a unanimous vote of 5-0-0.

Ms. Greaves made a motion to close the public hearing. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

**Noodle City dba Doragon Ramen - Request for a Liquor License**
Mr. Mitchell read the legal notice to open the public hearing for the application for a beer and wine liquor license requested by Alan McIntosh, Noodle City, dba Doragon Ramen.

Ms. Greaves made a motion to continue to the hearing to later in the meeting. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

Alan McIntosh explained that he is looking to enhance the menu by offering Japanese craft beers and sake. Mr. Magnani asked if Mr. McIntosh has any experience serving alcohol which he explained he does but this is first time he will hold a liquor license in his name. Mr. McIntosh explained his serving policy that he will send along to board for their review.

Ms. Greaves made a motion to close the public hearing. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

Ms. Greaves made a motion to approve the request for a Beer and Wine license as requested by Doragon Ramen with serving hours Sunday through Saturday from 11:30 am to 10:00 pm. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

**MX Motors – Modification of a Class II License**
Mr. Mitchell read the legal notice to open the public hearing but explained that the hearing will be discussed later in the meeting.

Ms. Greaves made a motion to open the public hearing and discuss it later in the meeting. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.
Ms. Greaves made a motion to open the public hearing. This motion was seconded by Ms. Kinsman with a unanimous vote of 5-0-0.

Mukesh Mahimtura, owner of MX Motors explained that he is seeking to modify his Class II License to allow for up to 30 vehicles.

Mr. Magnani made a motion to close the public hearing. The motion was seconded by Ms. Kinsman with a unanimous vote of 4-0-0. (Mitchell missing)

Ms. Greaves made a motion to approve the request for a modification of the Class II License held by MX Motors to include 30 vehicles and the hours of operation Monday through Friday 10:00 am to 5:00 pm, Saturday 11:00 am to 5:00 pm, and Sunday 11:00 am to 2:00 pm. This motion was seconded by Mr. Scherer with a unanimous vote of 5-0-0.

Select Board/Town Manager Priority Project Update
Rail Transit District
Mr. Herbert reported no movement since the last meeting, however UGC sent an email indicating they are working through the development agreement draft.

Update on the Public Safety Building
Mr. Herbert reported that a Conservation Commission (ConCom) hearing was held last Monday concerning the wetland delineation. He is looking to schedule a site walk before the next hearing.

Update on the Riverwalk Project
Mr. Herbert explained that they are working with Open Space and Recreation regarding the lighting on the bridge, mainly for safety and to deter vandalism.

Update on the Downtown Project
Mr. Herbert explained that at the ConCom meeting last Monday BSC Group provided a presentation on the Notice of Intent for their section of the downtown project, and he anticipates receiving the Order of Conditions fairly soon.

Warren District
Ms. Ball explained that David Foster has continued to work with DEP on the barn demolition. Mr. Herbert commented that work is underway to finalize the Purchase and Sale of 433 Chestnut Street.

Consent Agenda
A. Ashland Affordable Housing Trust – Appointment of David Rosenblum expire 8/31/21.
B. Approve the Regular Session Minutes from October 16, 2019 and November 6, 2019.
C. Accept the donation from Christopher and Tracey Giglia in the amount of $1,000.00 for the materials and supplies for the Boardwalk at White Trail.
D. Accept the 2019 Sustainable Materials Recovery Program grant in the amount of $1,250.00
E. Waive the 15-day waiting period for the Town Manager’s appointment of Melissa Evans as the Tobacco Control Agent.
F. Notice of Town Manager’s appointment of Sheniel Rodriguex, Nathalia Cordeiro and Cassandra Mumford as Auxiliary Officers.
G. Approve the request to close Front Street on December 7th from 2:00 pm to 4:00 pm for the Ashland Holiday Festival. The closure would be from the intersection of Front and Concord Street to the Bridge on Front Street.
H. Accept the recommendation of the Economic Development Advisory Group to approve the request from The Groundkeeper, Inc. for $3,225.00. The purpose of the funding request is for a sign and façade improvement.
Ms. Greaves made a motion to accept the consent agenda as presented. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

**Old / New Business**

**Annual License Renewals**
Mr. Mitchell explained the Annual License Renewals will include Alcoholic Beverages, Amusement Device, Billiards, Class II and Class III, Club, Common Victualler, Entertainment, Hobby, Lodging House and Wine and Malt.

Ms. Greaves made a motion to approve the All Alcohol Restaurant List as presented. This motion was seconded Mr. Magnani by with a unanimous vote of 5-0-0.

Ms. Greaves made a motion to approve the All Alcohol Retail List as presented. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

Ms. Greaves made a motion to approve the Billiards list as presented. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

Ms. Greaves made a motion to approve the Class II Licenses as presented. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

Ms. Greaves made a motion to approve the Class III Licenses as presented. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

Ms. Greaves made a motion to approve the Club Licenses as presented. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

Ms. Greaves made a motion to approve the Common Victualler License as presented. This motion was seconded by Ms. Kinsman with a unanimous vote of 4-0-1 (Mitchell).

Ms. Greaves made a motion to approve the Entertainment Licenses as presented. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

Ms. Greaves made a motion to approve the Hobby License as presented. This motion was seconded by Ms. Kinsman with a unanimous vote of 5-0-0.

Ms. Greaves made a motion to approve the Lodging House License as presented. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

Ms. Greaves made a motion to approve the Sunday Entertainment Licenses as presented. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

Ms. Greaves made a motion to approve the Wine and Malt Restaurant Licenses as presented. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

Ms. Greaves made a motion to approve Wine and Malt Retail Licenses as presented. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

**Eversource**
Mr. Herbert mentioned an effort underway to get pension funds to divest fossil fuel investments.
Mr. Magnani made a motion for the meeting to continue past 10:00 pm. This motion was seconded by Ms. Greaves with a unanimous vote of 5-0-0.

**Review 2019 Special Town Meeting**

Mr. Herbert provided a brief summary of the Special Town Meeting and the 15 Articles that were reviewed.

**Mission and Vision Statement**

The board provided their observations of the Select Board Retreat that included updating Mission and Vision Statement and long- and short-term goals.

Ms. Greaves made a motion to approve the Select Board updated Mission and Vision Statement and Core Values and Goals with the recommended changes and Scrivener notes to be taken. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

**Eminent Domain Taking – 4-12 Front Street**

Notice of Intent - Eminent Domain Taking – 4-12 Front Street, 10-60 Main Street, 98-100 Main Street, 118 Main Street, 128-132 Main Street for the purpose of a “Sidewalk Easements”.

Ms. Greaves made a motion that the Town Manager notify the owners of the following properties of the Town’s intent to take an easement for roadway improvements, said taking hearing to be held at 7:30 pm on January 15, 2020 at Town Hall. Properties include 10-60 Main Street, 98-100 Main Street, 118 Main Street, 128-132 Main Street and 4-12 Front Street. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0;

**Extended Hours for New Year’s Eve for – TJ’s Food & Spirits**

Review the Request for the Extended Hours for New Year’s Eve for – TJ’s Food & Spirits which would allow them to stay open until 2:00 am instead of 1:00 am.

Ms. Greaves made a motion to approve the request from TJ’s Food & Spirits to extend their operation hours on New Year’s Eve to allow them to stay open until 2:00 am on 12/31/19. This motion was seconded Mr. Magnani with a unanimous vote of 5-0-0.

**Finalize the Purchase of 0 Tri Street**

Discuss and Finalize the Purchase of 0 Tri Street which consists of 9.5 acres which is identified as Map 26 Lots 75 and 76 for $614,000.00.

Mr. Magnani made a motion that the Board of Selectmen purchase the land with the building thereon as known and numbered “0 Tri Street” Ashland, Middlesex County, Commonwealth of Massachusetts, including 9.5 acres +/-, located at Assessor’s Map 26 Lots 75 and 76 for $614,000 as authorized pursuant to Article 5 of the November 20, 2019 Special Town Meeting and further authorize the Chair, Mr. Mitchell, to execute and enter into any and all documents necessary to effectuate the purchase of said property. This motion was seconded by Ms. Greaves with a unanimous vote of 5-0-0.

**Restrictive Covenant on land located at 378 Eliot Street**

Finalize the documents associated with the Restrictive Covenant on land located at 378 Eliot Street, recorded with Middlesex South District Registry of Deeds in Book 24575 Page 11 the cost is $10,000.00.

Mr. Magnani made a motion that the Board of Selectmen purchase a restrictive covenant for the land located at 378 Eliot Street, Ashland, Middlesex County, Commonwealth of Massachusetts, conveyed by deed recorded with the Middlesex South District Registry of Deeds in Book 24575 Page 11 and dated May 18, 1994, to limit the number of homes to no more than one per acre and to pay $10,000 for said
restriction as authorized pursuant to Article 6 of the November 20, 2019 Special Town Meeting and further to authorize the Chair, Steve Mitchell, to execute and enter into any and all documents necessary to effectuate the purchase of said restriction on the property. This motion was seconded by Ms. Greaves with a unanimous vote of 5-0-0.

**Temporary Easement – 70 Cedar Street**
Mr. Herbert explained that part of the Rte. 126 project required the replication of the wetland for that project will be placed behind the Fire Station located at 70 Cedar Street and this temporary easement will allow for access to the area.

Ms. Greaves made a motion to approve the temporary easement needed for wetland replication behind the Fire Station, 70 Cedar Street. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

**Town Manager Report**
**Website Redesign**
Mr. Herbert explained that the first meeting was held to discuss the website redesign, and participants were tasked with reviewing other websites and bringing that information to the next meeting, which is scheduled for Friday.

**Communications and Events Coordinator**
Mr. Herbert explained that he is adding a position that will be tasked with overseeing activities that are being done but maybe are not done well as could be. Ms. Greaves asked to see a detailed job description to understand what tasks this position would be responsible for. Additionally, the board asked to see what the FTE increases have been in the last year.

**Report on updated OPEB Liability**
Mr. Herbert explained that work is underway to fund the Other Post-Employment Benefits (OPEB) Liability. He reported a review was recently completed and the OPEB liability was $39 million and the funded ratio is at 2%. However, the liability has grown to $44 million, and the funded ration has increased to 5.7%. Continuing to address this will help to maintain the bond rating.

**Board Reports**
**Brandi Kinsman**
Ms. Kinsman reported that she is working on policies and procedures and will send them out to the board for a discussion in the future.

Ms. Kinsman explained that she is attending an event that is being put on by Decision at Every Turn, called “Screenagers”, where the focus will be on mental health and screening.

Ms. Kinsman gave a shout out to Cara Tirrell and everyone involved in the Holiday Drive. She reported that 101 families are supported during the holiday season due to the program.

**Rob Scherer**
Mr. Scherer reported that several members attended the Diwali Festival and it seems that it gets larger each year.

Ashland Lions are selling Christmas trees on Rte. 126 and the proceeds benefits local charities.

**Joe Magnani**
Mr. Magnani congratulated the Kotob family for their Eagle Scout badge, and he congratulated the boy’s football team.
Mr. Magnani reminded all that the Holiday Festival and tree lighting will take place on Saturday and Santa will be attending. He thanked Beth Reynolds for her efforts and the vendors that are supporting the program.

Mr. Magnani congratulated the management team on efficiently disseminating information regarding the Town Meeting.

**Yolanda Greaves**
Ms. Greaves thanked everyone that attended Town Meeting.

Ms. Greaves reported that she attended the MetroWest Regional Collaborative meeting on November 21st. She also attended the Mindess Building Committee meeting last night, and the PDP submission is due next week. The School Committee, Select Board and the Finance Committee will meet in January or February to continue their discussions.

Ms. Greaves mentioned that on December 12th MAPC is holding a session on climate change in Boston. In addition, Ms. Greaves presented the demand fees issue at the MAPC meeting and they are looking to add it to the Municipal Modification Bill which would allow flexibility for the communities.

Ashland Varsity Football Team will be competing in the Superbowl at Gillette Stadium at 11:00 am and a sendoff will be held at the High School at 8:15 am.

**Steve Mitchell**
Mr. Mitchell reminded all that a road closure was approved from Front St. to Concord St. near the bridge.

He noted that the Employee Appreciation event will be held on Friday December 6th at 11:00 am at the Community Center.

On Wednesday December 11th at 5:00 pm the Senior Holiday Party will be held at the Community Center, and tomorrow the Lions Event will be held.

Mr. Mitchell mentioned Quincy’s Seniors Helping Seniors program, where high school seniors help senior residents with snow removal, etc. He also reported that Illuminate Ashland will be held on December 14th.

**Adjournment**
Ms. Greaves made a motion to adjourn. This motion was seconded by Mr. Magnani with a unanimous vote of 5-0-0.

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.
Ryan Phelan can start any time now. The others are still finishing the process, but don’t have much left, so I assume they’ll all be able to start mid-January. I think getting a waiver for all of them is reasonable (and given it’ll have been over a month between SB meetings, I’d think they’ll understand). I will keep you posted.

Best regards,

Lisa

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On Thu, Dec 19, 2019 at 3:52 PM Susan Robie <srobie@ashlandmass.com> wrote:

Do they need a waiver of the 15 days? What should the start date be?

Have a great day!

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On Thu, Dec 19, 2019 at 2:18 PM Lisa Uglialoro <luglialoro@ashlandmass.com> wrote:

Thank you. We’d like them to start asap.

Also, can you guys do appointment letters? Yours come out much nicer than the ones I do? Or at least share what you’ve done for the auxiliaries and let me print on that fancy paper? ;)

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Curtis Mogren

SUMMARY
Highly dedicated and passionate certified Emergency Medical Technician with almost 5 years of experience. Currently enrolled in Paramedic Program with anticipated graduation date of December 2019. Seeking a position with a focus on firefighting and paramedic work. Proven ability to provide high quality care in critical situations with a continuous desire to learn and advance skills.

EDUCATION
Pro EMS Center for MEDICS, Cambridge, MA: Paramedic Program Anticipated graduation date: December 2019
Quinsigamond Community College, Worcester, MA: Associate in Science, Fire Science Graduated Spring 2017
National College of Technical Instruction, Natick MA: Certified EMT December 2014

RELATED WORK EXPERIENCE
Fallon Ambulance Service, Quincy, MA October 2018 to Present
Emergency Medical Technician
• Provide high quality patient care in accordance with clinical protocols and safety procedures
• Perform assessments, triage, transport, and documentation of critically ill and injured patients
• Carefully maintain vehicles, medical, and communication equipment and replenish first aid equipment and supplies
• Demonstrate independent decision making and problem-solving skills, strong communication abilities, and ability to establish rapport and work effectively with patients, families, and multidisciplinary teams

Holliston Fire Department, Holliston, MA October 2015 to Present
Emergency Medical Technician
• On Call- 12 hour Shifts

Life Line Ambulance Service, Woburn, MA May 2015 to Present
Emergency Medical Technician
• Per Diem

Wachusett Mountain Ski Area, Princeton, MA December 2017 to Present
Seasonal Emergency Medical Technician
• Transport of injured patients from base of ski area trails via Snowmobile to Ski Patrol Base
• Perform assessments, triage, and devise plans of care for injured patients

ADDITIONAL WORK EXPERIENCE
Benziger, Inc Authorized Franchisee of Snap On Tools, Medway, MA September 2017 to January 2019
Assistant Manager
• Promoted new products, created and promoted tool sales strategies, and exceeded monthly sales goals
• Maintained and restocked mobile show room and developed ongoing knowledge of products
• Provided excellent customer service by maintaining customer relationships and accountability for sales and collections

Papa Gino’s, Ashland, MA August 2011 to May 2015
Shift Supervisor
• Created a positive and efficient work environment by utilizing leadership and communication skills
• Trained new employees on daily operations, food preparation, and customer service skills
• Recognized for enthusiasm, initiative, and customer satisfaction

Community Boating Inc., Boston, MA April 2010 to August 2013
Dock Staff and Instructor
• Independently instructed a variety of classes including high performance racing, advanced rigging, and windsurfing
• Conducted exams designed to certify members for sailing proficiency
• Assisted in daily operational tasks including boat and dock maintenance
SKILLS and AWARDS

AHA CPR instructor

Red Cross Life Guard and First Aid Certified, 2011-2013,
420 Sailing Race Team, First Place Skipper, 2011 and 2012

SKILLS Pending Pro EMS Center for MEDICS graduation: December 2019

ACLS, PALS, AMLS, PHTLS, CEVO, EMS SAFETY, Difficult Airway Course: EMS

REFERENCES

Cheryl Brady EMT partner at Fallon 508-846-9942 cell
Randy Catlin, Field Training Officer at Holliston Fire Department, 617-839-6244 cell
Syed Zaidi, EMT Supervisor at Life Line, 508-446-5450 cell
Nicole Joress EMT Supervisor at Life Line 617-775-0506 cell
Rich MacDonald, Papa Gino’s, General Manager, 508 660 2310 work
Steven J. Mulone

OBJECTIVE:
Highly motivated Firefighter and EMT with 6 years of duty and service, as well as experience with instruction of fire suppression and tactics. Dedicated to fire prevention, protection, and safety. Certified and trained professional with extensive knowledge of safety procedures, small engine maintenance, applicable codes, and firefighting techniques. Core competencies include critical thinking, interpersonal communication, managerial responsibility, leadership, and time management. Handles tasks with accuracy, efficiency, and professionalism.

RELEVANT SKILLS:
• Critical thinking
• Leadership
• Transportation
• Safety education and training
• Community outreach
• Coordination
• Equipment management and organization

EXPERIENCE:
Littleton Fire Department, Littleton, MA
January 2013 – Present
Firefighter/EMT - On Call
• Protect life and property through emergency response, loss prevention, and fire safety education
• Respond to emergency situations quickly, assess scene conditions, and act appropriately to contain fire, assist victims, and prevent escalation
• Administer first aid to those adversely affected or injured by fire, smoke, or trauma
• Contribute to equipment and engine maintenance and upkeep
• Co-adviser the community Junior Firefighters Program (Explorer Post 1)

Shirley Fire Department, Shirley, MA
June 2019 - Present
Firefighter/EMT - Per Diem
• Respond to 911 calls via fire apparatus and ambulance
• Responsible for ambulance checks, patient safety, run report documentation
• Administer patient care effectively and safely
• Responsible for equipment maintenance and apparatus efficiency

My LED Lighting Guide, Nashua, NH
March 2017 – Present
Manager, Shipping and Receiving
• Manage, organize, package, and ship warehouse inventory
• Maintain correspondence with UPS, DHL, FedEx, and other parcel services
• Train new employees on inventory and company policies
• Create and update Microsoft Office spreadsheets, documents, and warehouse guidelines

Groton Fire Department, Groton, MA
February 2019 - Present
*Firefighter/EMT - On Call*
  - Maintain a state of readiness and alertness for all emergencies
  - Attend department meetings and trainings
  - Respond to emergency situations quickly, assess scene conditions, and act appropriately to contain fire, assist victims, and prevent escalation
  - Administer first aid to those adversely affected or injured by fire, smoke, or trauma

**EDUCATION AND CERTIFICATION:**

**Middlesex Community College, Bedford, MA**
January 2018 – July 2019
  - Associate of Science in Fire Protection and Safety Technology
  - Graduation: July 2019

**Center for Medics, Cambridge, MA**
January 2019 – December 2019 (Anticipated Graduation)
  - Paramedic Student

**Safety911 Educators LLC, Chelmsford, MA**
June 2016 – August 2016
  - FEMA ICS: 100, 200, 700, 800 – August 2016

**Massachusetts Firefighting Academy, Stow, MA**
January 2013 – June 2013
  - Firefighter I/II Certification
  - HazMat OLR Operations: Certificate of Attendance – March 2013
  - Chemical Suicide: Certificate of Awareness – February 2016
  - Fire Prevention Officer Basic – December 2015

**Littleton High School, Littleton, MA**
September 2007 – June 2011
High School Diploma

**REFERENCES:**

Al Deshler  
*Captain FF/EMT-P*  
Shirley Fire Department, Shirley, MA  
Phone: (978) 425-4334  
Email: adeshler@comcast.net

Scott Wodzinski  
*Fire Chief*  
Littleton Fire Department, Littleton, MA  
Phone: (978) 540-2302  
Email: swodzinski@littletonfire.org

Stephen Wright  
*FF/EMT-B*  
Littleton Fire Department, Littleton, MA  
Phone: (978) 760-3511  
Email: swright@littletonfire.org

Neil Peterson  
*Vice President*  
My LED Lighting Guide, Nashua, NH  
Phone: (978)-973-0405  
Email: npeterson@myledlightingguide.com
Education
University of Colorado Boulder – Graduated May 2017
Bachelor of Arts: Political Science
Minor: Business with a focus on entrepreneurship

Paramedic Student at NMETC—January 2019 to Present

Employment
Battalion Chemical Officer
New York Army National Guard, 1-69th Infantry, New York, NY (May 2017 to Present)
- First Lieutenant, Department of Defense certified HAZMAT technician
- Battalion Chemical Officer: Responsible for all Chemical, Biological, Radiological, and Nuclear defense training, equipment maintenance and emergency response for an infantry battalion (700+ personnel)
- Responsible for assisting in plans, training, and operations wherever needed
- Responsible for advising the battalion commander on CBRN matters
- Responsible for collecting, consolidating, and distributing all CBRN reports from subordinate, adjacent, and higher units
- Battalion Radiation Safety Officer
- Conducted training at US Army Chemical Defense Training Facility (CDTF) with live nerve agent (Sarin)

EMT and Firefighter
Town of Dover Fire Department (January 2018 to Present)
- Respond to emergencies to provide efficient and immediate care to the critically ill and injured, and transport patients to the appropriate medical facility
- Respond to requests for fire calls or emergency assistance for controlling and extinguishing fires, protecting life and property, and operating and maintaining fire equipment, apparatus, and quarters.
- Work with paramedics, police and other first responders from the town of Dover and the surrounding area to achieve the best possible patient outcome

Emergency Department Technician
Beth Israel Deaconess Hospital- Milton (August 2019 to Present)
- Prioritizes and completes responsibilities delegated by nurses and physicians. Maintains a calm and professional demeanor while working in fast-paced, highly demanding environment.
- Performs a variety of duties including EKGs, phlebotomy, wound care, splinting, crutch walking, and patient activities of daily living. Assists providers in the delivery of care and assists patients who have physical and psychological limitations, transport patients and specimens.
- Performs phlebotomy and specimen collection and point of service lab testing according to protocol and quality control standards. Communicates results to the appropriate staff and documents in the medical record.
- Maintains supply inventory needed to maintain daily operations.

Previous Work Experience
Brewster Ambulance Service (April 2018 to August 2019)
- Part time EMT (20+ hours per week) based out of Norwood
- Respond to emergent and non-emergent calls with EMTs, paramedics, and nurses throughout the city of Boston and surrounding towns and cities
• Complete extensive patient documentation

**ProQinase Cancer Research** (June 2018 to May 2019)
• Regional distribution manager responsible for maintaining inventory, billing, and receiving and shipping orders for products by companies throughout the continental United States.

**Cataldo Ambulance Service** (January 2018 to April 2018)
• Full time (40+ hours per week) EMT based out of Roslindale
• Responded to emergent calls within the city of Boston
• Responsible for the safe and efficient response, treatment, and transport of all persons requesting or requiring emergent or non-emergent medical service

**Certifications and Skills**
• Proficient in Microsoft Office Suite- Excel, Powerpoint, and Word
• HAZMAT Technician (September 2017)
• EMT (December 2017)
  • AHA CPR certified
• FEMA ICS, NIMS, and NRF certified

**Awards**
• Eagle Scout (2011)
Danielle Marie Scoloski

117 South Street, Upton MA, 01568
(Phone): 774-400-9434
(Email): dschiloski@ worcester.edu

EDUCATION
Worcester State University  Worcesters, Massachusetts
Bachelor of Science Degree May 2018
Major: Health Education

CERTIFICATIONS
  • CPR and First AID certified
  • EMT-B
  • BLS certification
  • Massachusetts Firefighter I/II certified

Honors
  • President/Captain of Worcester State Equestrian Team
  • Dean’s List (Spring 2017, Fall 2018, Spring 2018)
  • Student leadership honor roll (September 2016 - May 2017)

WORK EXPERIENCE
Upton Fire and EMS (current)
  - probationary firefighter
  - 3rd ride shifts (almost signed off)

Community EMS (previous)
  - EMT basic

Manager of Red Rock Stables (current)
  • In depth knowledge and interest in care of gardens and products
  • Daily management of facilities
  • Keep barns, pastures, gardens, etc very clean and presentable
  • Create activities, open houses, etc for a potential lesson program and horse boarding in 2019
  • Use of everyday farm equipment
  • Animal nutrition management

Red Rock Grill and Bar Upton, MA
Waitress/Hostess (September 2012- Present)
  • Check in customers to ensure that they are enjoying their meals and take action to correct any problems
  • Maintain contact with kitchen staff, management, serving staff, and customers to ensure that dining details are handled properly and customers’ concerns are addressed

Eversource Discussion Points

Energy Facilities Siting Board

If Approved (Preferred or Alternate)
- Appeal Decision & Basis for Appeal?

If Denied
- Eversource Appeal: Does Town Support Pipeline in Road Shoulder?

Land Court

If Won
- Eversource Appeal: Does Town Support Pipeline in Road Shoulder?
- Siting Board Process?

If Lost
- Appeal Decision & Basis for Appeal?

Conservation Commission

Project Denied
- Eversource Appeal: Does SB Support?

Abutters

Does Town invite abutters to be party to any suits/appeals?

Legislative Team

Any expectations for assistance?
What is Town consensus?

- No pipeline through wetlands
- No pipeline for climate change reasons
- Pipeline OK in street or other alternate
- Referendum? Non-Binding?
- Resident survey?

How far does Select Board take legal actions?

Flip side: How much taxpayer money do we spend.
Select Board Funding Proposal on behalf of the
Ashland High School Football Program

Date: January 10, 2020
Contact: Andrew MacKay, Head Coach,
Alt Contact: Stephen Marks, Athletic Director
Address: Ashland High School, 65 East Union Street
Telephone: 508-881-0177
E-Mail Address: amackay@ashland.k12.ma.us, smarks@ashland.k12.ma.us
Name of Project: Super Bowl Rings
Amount of Request: $2500

The Ashland High School football program is requesting funding to help offset the costs of Super Bowl rings for the players. As you know, the team had an unbelievable season, cumulating in a Super Bowl victory at Gillette Stadium on December 7, 2019. To recognize this achievement, the school is helping to coordinate the ordering of rings for the players and coaches. The total cost for the rings is estimated at approximately $17,000. Any funding from the board would be used to first cover the cost for any player that could not afford to buy their own ring. The remainder of the funding would be used to offset the cost of the other rings for the rest of the players and coaches.

The team was humbled by the town’s support over their season and cannot say enough about how that support helped to push them to succeed every week. The operating budget for the football program doesn’t cover all the expenses throughout the season. Families have fundraised and contributed where they can. But the numbers still fall short at the end of the season. Financial support from the board would be most appreciated. We would also love to collaborate with the board for a ring ceremony that could involve the town who has been with the team all along.

Please let us know if you would like us along with some of the players to attend the next meeting on January 15th to present our proposal or answer any questions.

Thank you in advance for your consideration.
DO NOT DISCARD – IMPORTANT
Notice Regarding Electricity Rates

TO OPT-OUT, PLEASE SIGN AND DATE THE BELOW REPLY CARD,
THEN DETACH AND RETURN IN THE PRE-PAID ENVELOPE PROVIDED.
THE TOWN OF ASHLAND’S
COMMUNITY CHOICE POWER SUPPLY PROGRAM
CONSUMER NOTIFICATION

December 17, 2019

Dear Ashland Basic Service Consumer:

The Town of Ashland is pleased to announce that Public Power, LLC has been selected as the supplier for its Community Choice Power Supply Program (“Program”). This Program is a municipal aggregation which enables local government to combine the purchasing power of its residents and businesses to provide them with an alternative to Eversource Basic Service (M.G.L. c. 164, § 134). This Program only affects the supply portion of your monthly bill. It will not affect the delivery portion of your monthly bill. Eversource will continue to deliver your electricity but Ashland has chosen the supplier for the Program. Public Power will provide electric power supply for all consumers currently on Basic Service in Ashland. This letter is intended to tell you about this Program for electric power supply. In accordance with state law, it also informs you of your rights and options if you choose not to participate in the Program.

✓ YOU WILL BE AUTOMATICALLY ENROLLED IN THIS PROGRAM unless you choose not to participate and opt-out.
✓ YOU MUST RESPOND BY JANUARY 20, 2020 IF YOU DO NOT WISH TO BE AUTOMATICALLY ENROLLED.

YOU WILL NOT NOTICE ANY CHANGE IN YOUR ELECTRICITY SERVICE. The only difference you will see is that Public Power will be printed under the “Supplier Services” section of your monthly bill. You will continue to receive one bill from Eversource. You will continue to send your payments to Eversource for processing. Eversource will continue to respond to emergencies, read meters and maintain the distribution and transmission lines. Reliability and quality of service will remain the same. Furthermore, you will continue to have all existing consumer rights and protections.

COMPARATIVE RATES AND TERMS

<table>
<thead>
<tr>
<th>Rate</th>
<th>Ashland’s Program® (Supplier Services Only)</th>
<th>Eversource Basic Service (Supplier Services Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$0.10947 per kWh</td>
<td>$0.12422 per kWh</td>
</tr>
<tr>
<td>Small C&amp;I</td>
<td>$0.10947 per kWh</td>
<td>$0.11912 per kWh</td>
</tr>
<tr>
<td>Medium &amp; Large C&amp;I</td>
<td>$0.10947 per kWh</td>
<td>$0.13369 per kWh</td>
</tr>
<tr>
<td>Streetlight</td>
<td>$0.10947 per kWh</td>
<td>$0.11912 per kWh</td>
</tr>
<tr>
<td>Renewable Energy Content</td>
<td>100% renewable. Includes 77% National Wind Renewable Energy Certificates (RECs).</td>
<td>Meets Massachusetts renewable energy requirements</td>
</tr>
<tr>
<td></td>
<td>[Rates apply to service beginning and ending on the days of the month that your meter is read in your service area.]</td>
<td>[Residential, Small C&amp;I and Streetlight rates change every 6 months. Medium &amp; Large C&amp;I rate changes every 3 months.]</td>
</tr>
<tr>
<td>Exit Terms</td>
<td>NO PENALTY CHARGE</td>
<td>NO PENALTY CHARGE</td>
</tr>
</tbody>
</table>
TO: Ashland Select Board  
FROM: Michael Herbert, Town Manager  
DATE: January 8th, 2020  
RE: Communications & Cultural Affairs Coordinator

I am writing to seek the Board’s support for a Communications and Cultural Affairs Coordinator for the Town of Ashland. At this stage in our evolution, both subject areas are critical to continue the positive path we have been able to chart as a community. This success, while tremendously exciting, has also bred a new level of expectation from us that simply cannot be addressed within the current staffing structure.

Where we used to have one form of media for news and information (the newspaper), we now have several with their own audiences. Even social media information can be divided between platforms like Facebook, Twitter and Instagram. To get current information out to residents fairly, ideally one would need to utilize all formats.

Our current structure prohibits us from effectively achieving this goal, and eliminates doing anything proactive. I envision a communications strategy that gives real insight into how town government, boards, and committees work on a regular basis. How great would it be to actually ride-along with DPW during a snowstorm, or showing what goes into the preparation of Town Meeting? Sharing this information makes government less intimidating and more connected with the people we serve. It will also provide very valuable context as we are making decisions as to what goes into that information.

Right now, our communications are driven mainly by the Economic Development Director, an intern, and diffused among a variety of different parties. It is coordinated to the best of our abilities.

I am also structuring this position so that it would also be responsible for enhancing existing and developing new cultural events and activities here in town. These programs have been developed in recent years, and yet they are a big part of the recent communal feel and energy here in town.

Currently development of these and other events are again handled mainly by the Economic Development Director, and in some cases other departments have been able to collaborate on programs as well. This is not sustainable, and these programs will slowly become eliminated without change.

Volunteers to help in these events have noble intentions, but they are not able to perform on a consistent basis at a level the town has come to expect, which is entirely understandable. It fairly but inevitably falls on town employees to accomplish these goals.
With the amount of activity going on in town, each of these elements (communications and cultural events) could easily justify their own full-time position. However that would be difficult to accommodate financially not in the short-term, but in the long-term. My proposal is to try this structure first.

Ideally this position would maintain a straight 50/50 split between the Communications and Cultural Events functions, however it will inevitably vary based on what is happening in town. This position would report to the Economic Development Director through the Town Manager’s office. Funding for this position would be between $43,000 - $50,000 initially. This will be split between the Economic Development Special Revenue Account funded through the meals tax and general funds. I anticipate beginning the hiring process for this position immediately and a person in place in February/March so this year’s salary would be reduced to a little under 50%.

Thank you for your consideration.

Sincerely,

Michael Herbert

Michael Herbert, Town Manager
Town of Ashland
Communications and Cultural Coordinator Job Description

<table>
<thead>
<tr>
<th>Position Title:</th>
<th>Communications and Cultural Coordinator</th>
<th>Grade Level:</th>
<th>Salary: $43,000 - $50,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department</td>
<td>Town Manager</td>
<td>Date:</td>
<td>01/08/2018</td>
</tr>
<tr>
<td>Reports to:</td>
<td>Director of Economic Development</td>
<td>FLSA Status</td>
<td>Exempt; Non-union</td>
</tr>
</tbody>
</table>

**Statement of Duties:** The Communications and Cultural Coordinator is responsible for the coordination of communications with and to the general public, using a variety of mediums including but not limited to social media and print formats. The incumbent is also responsible for assisting with the programming and implementation of community and cultural events throughout town.

**Supervision Required:** The employee plans, prioritizes, and carries out the regular work in accordance with standard operating practices and previous training. The employee interprets instructions and/or adapts methods to resolve particular problems. Instructions for new assignments usually consist of statements of desired objectives, deadlines and department or Town priorities. Technical and policy problems or changes in procedures are discussed with supervisor. Assigned work is generally reviewed only for adequacy, appropriateness of actions or decisions, and conformance with Town guidelines, municipal policy, or other requirements.

**Supervisory Responsibility:** This position does not have supervisory responsibility.

**Confidentiality:** The Communications and Cultural Coordinator shall have frequent access to and knowledge of a variety of confidential information.

**Accountability:** Duties include responsibility for communication of municipal wide activities, plans, goals and objectives and also implementing a variety of cultural events in town. Consequences of errors, missed deadlines or poor judgment could result in adverse public relations and jeopardize perceived integrity of the Town.

**Judgment:** Work requires the employee to examine, analyze, and evaluate facts and circumstances surrounding situations or events and determining their appropriate communication. Guidelines include policies and practices, however, independent judgment is used to analyze or evaluate specific situations to determine appropriate actions.

**Complexity:** The work consists of employing many different concepts, theories, principles, techniques and practices relating to a professional field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; gathering, analyzing and evaluating facts or data; or determining the methods to accomplish the work in a timely and beneficial manner.

**Work Environment:** The work environment typically involves a municipal office setting as well as occasional exposure to outside elements when conducting research or attending events. The employee may be required to work beyond normal business hours to attend evening meetings, department sponsored planned events and in order to respond to non-planned or emergency events on a 24/7 basis.

Communications and Cultural Coordinator
December 30, 2019
Nature and Purpose of Public Contact: Employee has constant interaction with co-workers, the public and with groups and/or individuals who have conflicting opinions or objectives, diverse points of view or differences where deliberation is needed to skillfully coalesce information into a coherent message to be communicated on behalf of the Town. The employee is representing the Town and must refer to procedures or policies and, where perceptiveness is required, to analyze circumstances in order to act appropriately. Employee will also have interactions with the attendees at public events.

Occupational Risk: Duties generally do not present occupational risk to the employee.

Essential Functions:
The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Proactively seek information concerning the activities and operations of the Town that should be communicated with the public; prepare and present appropriate communication materials for public audience.

- In collaboration with departments and committees, ensure that website content is fresh and up-to-date.

- Develop a communications strategy to increase citizen engagement and to effectively implement technology solutions, including social media, to meet this objective.

- Work to enhance existing seasonal and cultural programming.

- Work individually and with organizations such as the Ashland Cultural Council to develop new and innovative programming and events in Ashland.

- Plan and implement informational programs to maintain consistent communication with the public on a wide variety of topics.

- Assist with the marketing of the town to a variety of different audiences.

- Coordinate logistics of events with internal departments and outside vendors and organizations

- Assist the Executive Team in the presentation of major news and events to the public.

- Work with the Town Manager and public safety departments on time-sensitive emergency notification and information

- Develop and periodically recommend policies and practices concerning external communications, including emergency notifications.
Town of Ashland
Communications and Cultural Coordinator Job Description

- Develop reports and communications as required by the Town Manager or designee in order to publicize or clarify Town activities, events, operational initiatives and program expenditures.

- Work with WACA to utilize video broadcast to develop and present community outreach programming on various media platforms.

- Establish and maintain cooperative relationships with representatives of community stakeholders.

- Attend professional meetings, stay current with new communication media. Recommend appropriate changes to Town’s communication policies and practices to incorporate better procedures, practices, and materials.

- Other tasks or duties as may be assigned by the Town Manager or their designee.

Recommended Minimum Qualifications:

Education and Experience: Bachelor’s degree with specialization in communications or a related field; three to five (3-5) years in a profession requiring frequent communication with an external audience; experience with current social media and other technology utilized for communication purposes; familiarity with municipal government; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Special Requirements: Must possess a valid Massachusetts Driver’s License

Knowledge, Abilities and Skill

Knowledge: Comprehensive technical and practical knowledge of the materials, methods and techniques relative to public communications; knowledge of state and municipal government organization; knowledge of laws and regulations regarding public information; understanding of specialized computer or technological applications including word processing, presentation software, desktop publishing, blogging software, podcasting software, website management software, and the Internet, including common social media such as Facebook, Twitter, and Snapchat, in support of communication of Town operations; knowledge and understanding of print and broadcast media practices and operations.

Abilities: Ability to plan and implement a communications strategy that establishes and maintains effective communications with the community; the ability to deal with employees and stakeholders tactfully and effectively; the ability to maintain effective public relations; ability to communicate effectively in written and oral form including the use of technology to make effective public presentations; the ability to understand the relationship between human, financial, and material resources to achieve the correct balance so that the Town may represent itself to the community in an efficient and effective manner.
Skill: Effective communication and technology skills; skill in developing policies and procedures to accomplish goals and objectives of the Town; creativity, innovation and judgment relating to the development and implementation of short and long-term planning in accordance with Town goals and objectives.

Physical and Mental Requirements
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position’s essential functions.

Physical Demands: Work effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking, kneeling, twisting, reaching with hands and arms, and standing. There may also be some occasional lifting of objects weighing 20lbs or less

Motor Skills: Position requires the application of basic motor skills for activities including but not limited to operating a personal computer, office equipment, word processing, pushing, pulling, or lifting office equipment, and the sorting of papers.

Visual Demands: Position requires the employee to constantly read documents, computer screens, and reports for understanding and analytical purposes. The employee is rarely required to determine color differences.