Board of Selectman
Minutes
February 6, 2019 – 6:15PM
Town Hall

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

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

Call Meeting to Order
Executive Session - Pursuant to G.L. c. 30A § 21(a)(3) to consider litigation in the matter of Petition of NSTAR d/b/a Eversource Energy, EFSB 18-02 and In the Matter of Tri Street Partners, LLC, OADR Docket No. WET-2018-009 and pursuant to G.L.c. 30A §21(a)(6) the purchase, exchange or value of real estate, namely 0 MBTA Access Road.
At the end of Executive Session, the board will reconvene in Open Session.

Robert Scherer called the Regular Session Meeting to order at 7:10 p.m. Present at the meeting Robert Scherer, Steve Mitchell, Yolanda Greaves, Joseph Magnani, Town Manager Michael Herbert and Assistant Town Manager Jenn Ball.

Citizen’s Participation
Maureen Roberti, 16 Charles Street, expressed concern with car carriers and trailers on Yale Street that are parked in an area she believes is wetlands. She also expressed concern with the noise level at times. Michael Herbert said they should contact the Police Dept. when these issues happen so an officer can assess the situation. The Board asked Maureen to email the pictures that show the vehicles.

Scheduled Hearings/Appearances

Sustainability Committee Appointment
Ashwin Ratanchandani introduced himself to the Board and explained that he is interested in serving on the Sustainability Committee.

Yolanda Greaves made a motion to appoint Ashwin Ratanchandani to the Sustainability Committee to a term that will expire on 8/31/2021. This motion was seconded by Joe Magnani with a unanimous vote of 4-0-0.

Legal Update
Town Counsel Lisa Mead reviewed some of the items that she has been working on since the last update. She stated that the largest item is the Rail Transit District. Additionally, she has been working on easements, the purchase of the RTD Land, the Public Safety Building, Robert Hill Way and assisting the Board of Health on banning flavored Tobacco. Also, she is working on the purchase of a parcel of land referred to as the rear Oregon Road, a denial of reimbursement for sewer capacity payment, the MWRA
connection, stormwater rates, Hanto’s license violation, the Police Boxing League, Ghilani Circle foreclosure, ME Smith surety and the dissolution of the ARA.

Michael Herbert explained that he will be distributing the evaluation forms for Town Counsel by the end of the month and he would like the members to complete the form and meet with Town Counsel.

**Update from the Director of Human Services**

Jenn Ball explained the great accomplishments that the Human Services Department has achieved since hiring Jennifer Wuelfing, Director of Human Services and the town’s Social Worker. Jenn explained that Jennifer has been able to build a lot of collaboration which has worked well to support residents of all ages.

Jennifer Wuelfing said that she is happy to be here and pleased with the relationships and partnerships she has been able to develop with various social organizations. Jennifer explained several of the town’s residence assistance objectives including the Hoarding Task Force, and the Substance Response and Support Team.

**Hanto**

Robert Scherer read the following to open the public hearing. On January 16, 2019 notice of this hearing was sent pursuant to the provisions of G.L. c. 138 § 64, and Section 3-2(e) of the Town of Ashland Charter to determine whether Sing Sing, Inc. d/b/a Hanto Restaurant ("Hanto"), the holder of a license issued pursuant to G.L. c. 138 § 12, to conduct business at the premises located at 380 Union Street, Ashland, MA 01721, has violated the provisions of said Chapter 138, or any rules and regulations promulgated under the authority of that Chapter and, if such violation is found to have occurred, whether such license should be modified, suspended, or revoked in accordance with G.L. c. 138 § 23.

The subjects to be discussed at the hearing include the following alleged violations of applicable law, rules and/or regulations:

Whether, on or about Sunday, October 28, 2018, Hanto violated the condition placed on its license, by permitting disorder, disturbance, or illegality to occur at its licensed premises regarding an incident in which one Hanto patron physically assaulted another Hanto patron, leading to a second physical altercation near Hanto’s parking lot during which one of Hanto’s patrons pulled a firearm on the victim.

Whether Hanto violated the provisions of G.L. c. 18, § 63A and Sections IV(A) and IV(D) of the Town’s Regulations Governing Alcohol Licenses by interfering with, and/or otherwise failing to cooperate, concerning an investigation into the incident by the permit granting authority and the Ashland Police Department.

Steve Mitchell made a motion to suspend the hearing until the Human Services update is completed. This motion was seconded by Yolanda Greaves with a unanimous vote of 4-0-0.

Steve Mitchell made a motion to reopen the hearing. This motion was seconded by Yolanda Greaves with a unanimous vote of 4-0-0.

Rob Scherer called forward Chief Craig Davis, Frank Masiello, Ray Jiang and Julie Andrews to be sworn in that the testimony they are to provide is the whole truth.

Attorney Mead outlined the Hanto public hearing procedures.

Chief Davis explained that on October 28, 2019 a fight took place at Hanto and a hand gun was shown to victim prior to leaving the parking lot. The victim called the Police Dept. to report the allocation when they left town and headed to Hopkinton. Chief Davis explained that when officers arrived at Hanto nobody was willing to speak with the investigating officer.
When Detective Masiello tried to follow up with witnesses, the employees of the establishment, and the victims which made the investigation incredibly difficult. Detective Masiello explained that he spoke with Mrs. Andrews and she was very cooperative, Mr. Jiang also met with him, but Mr. Rodriguez never met with him.

Steve Mitchell asked about the timeline when the event took place.

Joe Magnani asked Detective Masiello if the initial incident started inside the establishment and what time it took place. Detective Masiello explained that the initial incident took place at approximately 12:56 a.m. inside of the establishment’s bar area and the victim was escorted outside by Ms. Andrews at approximately 1:00 a.m. Additionally, Detective Masiello said the case could not be prosecuted because the victim was uncooperative, and the employees also were reluctant to cooperate.

Julie Andrews said she was at Hanto that night as a patron and that she did not escort anyone out the backdoor. She said the victim punched someone and that is when she exited the building. She said that she never saw a hand gun and felt that she was not in position to speak at that time. Julie explained that she received a call from Detective Masiello, and she gave a statement at that time.

Raymond Jiang apologized for the incident and he said that the victim had pulled out a pocket knife, which is what started the incident. When the fight moved outside Ray explained that he went out outside and he never saw a gun. He also worked with the responding officers.

Attorney Mead ask Ray and Julie whether they disclosed that a knife was pulled out. She also asked Ray if he called 911 when the incident occurred or at any time that night. Ray responded no.

Yolanda Greaves asked why the pictures only show the outside of the building and they explained the Police Department only took copies of those videos, but all were available to them.

Joe Magnani asked Julie follow-up questions based on the statement she submitted which she responded to.

Rob Scherer wished Chief Davis the best and said he was sorry he was leaving.

Joe Magnani explained that he has a problem with the lack of cooperation from the employees and owners of Hanto with regards to this incident. He also is upset that they chose not to call the police about the incident.

Steve Mitchell is concerned that the victim arrived at the bar after last call and would like to know if he was served and last call is 12:30 a.m. Steve is also concerned with the lack of information that was provided the licensing board to be sure that we have updated information on the management and ownership.

Yolanda Greaves feels that there has been a violation and that allowing a person with a mask into the establishment is a violation, next when the knife was shown the Police were never called and then when the fight moved outside again nobody called the Police.

Chief Davis explained that he is he did not know anything about the knife until the testimony tonight and as a result of this deceptive manner he would like to change his recommendation from a one-day suspension on a Saturday, to a two- or three-day suspension. And, on February 12, 2019 a training will be held at the Ashland Library and he recommended the Board require Hanto’s staff to attend.

Chief Davis also said that he feels the bouncer did not help and added to the problem as a result of the way he handled the situation.

Joe Magnani said that at one time there was a discussion about Hanto hiring a detail officer to be sure that no incidents happen moving forward.
Raymond Jiang said that he is willing to take responsibility for the actions, but he had no knowledge of the knife situation.

Joe Magnani said that he is concerned with the patron’s safety and he supports a three-day suspension and require that the staff attend the training. The members concluded that they feel three violations occurred and are the knife, the fight, and failing to contact the police.

Collectively the Board feels that a three-day suspension is their recommendation.

1. Monday February 18th
2. Thursday February 28th
3. Saturday March 9th

Yolanda Greaves made a motion to suspend the license on Monday February 18, 2019, Thursday February 28, 2019 and Saturday March 9, 2019 because of the three-day suspension and that all managers and owners are mandated to attend the training that will be conducted on February 12, 2019 at the Ashland Library. This motion was seconded by Steve Mitchell with a unanimous vote of 4-0-0.

Yolanda Greaves made a motion to close the public hearing. This motion was seconded by Steve Mitchell with a unanimous vote of 4-0-0.

Rob Scherer directed the Town Manager to notify the License Holder in writing along with reasons for such action and provide a copy to the Alcohol Commission. The License Holder has a right of appeal to the Commission (138 § 67)

Consent Agenda
A. Approve the September 22, 2019 Jimmy Fund parade permit.
B. Approve the November 21, 2018, January 2, 2019 and January 16, 2019 Regular Session Minutes.
C. Approve and release the December 10, 2018 Executive Session Minutes.
D. Approve the December 15, 2018 minutes from the Budget Workshop.
E. Accept the Resignation of Janet Rush from the Board of Assessors effective January 10, 2019.
F. Accept the Resignation of Patricia Kendall from the Sustainability Committee effective January 16, 2019.
G. Accept the donations in the amount of $120.00 memory Dorothy Deschamps for the Council on Aging.
H. Approve the Appointment Matthew Feola, Michael Ciaramicoli and Joseph Fossile to the Highway Department and request the waiver of the 15-day waiting period.
I. Vote to Ratify MOU with DPW and Fire Unions

Yolanda Greaves made a motion to accept the Consent Agenda with the removal of item I. This motion was seconded by Steve Mitchell with a unanimous vote of 4-0-0.

Old / New Business
Discuss Stormwater Workshop
Steve Mitchell explained that he would like to schedule a workshop with the Implementation Team in March to review stormwater rates. Collectively, the Board agreed to meet on Tuesday March 5th at 6:30 p.m. This meeting will be open to the public.

Update on the Eversource Intervenor Status
Michael Herbert reported that the Board is in the process of looking into the best way to pursue continuing the intervenor status. The town currently has intervenor status and is utilizing it to have a seat at the table and evaluate the town’s options.
Matt Marshquist, Co-chair Sustainability Committee, expressed that the committee would like to assist the Board with evaluating the options.

Rob Scherer mentioned to Matt that it would be helpful if the committee identified an advocacy group that could provide low cost or free assistance with the evaluation process.

**Ratify MOU for DPW**
Michael Herbert reviewed the MOU and explained that many of the items outlined include an increase to the longevity which puts it in line with the others.

Yolanda Greaves made a motion to ratify the MOU with our DPW Department as presented. This motion was seconded by Joe Magnani with a unanimous vote of 4-0-0.

**Discuss the Status of the Charter Review Committee**
Yolanda Greaves made a motion to dissolve the Charter Review Committee and thanked everyone for their hard work. This motion was seconded by Steve Mitchell with a unanimous vote of 4-0-0.

**Discuss and Sign the Lease for the Corner Spot**
Michael Herbert explained that late last year there was conversation about the Corner Spot and Affordable Housing Trust was willing to extend the lease for a year with an option to extend to 18 months, and most of the other terms remain the same.

Yolanda Greaves made a motion to approve the lease between the Ashland Affordable Housing Trust and the Town of Ashland for the Corner Spot. This motion was seconded by Joe Magnani with a unanimous vote of 4-0-0.

Yolanda mentioned that she would like to be sure that we should look to limit the number of the 1-day licenses for that location. She would like to be sure that we are tapping into opportunities for new businesses that have never operated at the location before.

**Historical Commission**
Rob Scherer explained that members are needed on the Historical Commission. Michael Herbert explained that we currently do not enough members to have a quorum so that a meeting can be held. Michael is requesting that the 2 members of the Board of Selectmen be appointed until additional members can be added.

Steve Mitchell and Joe Magnani said that they would be willing to serve on the committee.

Yolanda Greaves made a motion to appoint Steve Mitchell and Joe Magnani to the Historical Commission with a term that will expire on August 31, 2019. This motion was seconded by Joe Magnani with a unanimous vote of 4-0-0.

**Adopt the Revised Sign Policy**
Steve Mitchell explained that he provided the revised Sign Policy to Lisa Mead for her final review and provided the members the final version that applies to town property, only.

Yolanda Greaves made a motion to approve the revised the Board of Selectmen Sign Policy as presented and publicize it as soon as possible. This motion was seconded by Joe Magnani with a unanimous vote of 4-0-0.

**Town Manager Reports**
**Review 2019 Planning Workshop**
Michael Herbert explained that last Wednesday the year’s work plan was discussed. He said that many of the items discussed are initiatives that have been started and have been touched upon tonight. Michael said that we will do another National Citizen’s Survey to see if we have addressed items that resulted from the last survey. Items raised included projects or themes such as the Public Safety building, RTD, 133 West Union Street and finishing the Strategic Plan. The Board agreed to publicize on the town website the list of items reviewed at the retreat and those that are being funded and worked on.

**Fiscal Year 2020 Budget Update**

Michael explained he had a meeting with Standard and Poor’s the bond rating company and they discussed the borrowing from prior Town Meetings, and they are happy with the investments we have made. They also discussed the financial policies and how important they are.

Michael said that since the last meeting they have been provided better funding numbers regarding the Chapter 70 funding.

Yolanda Greaves asked to set-up a meeting with Liaison Committee to get them working on this as well.

Steve Mitchell mentioned that we should thank the Senate President for her years of hard work, and it is nice to see it move forward.

**Warren District Project Manager Update**

Michael explained we received 5 applications for the position, and he hopes that to have someone selected by the end of February.

Rob Scherer expressed some concerns with the funding that will be used. Michael Herbert said the funds will come from perpetual care account and that it can be adjusted as needed and that he feels comfortable moving forward. The underlying concern is that there will be no funding to continue to maintain the properties, and Michael explained that these sites will be absorbed into the town properties.

**Police Update**

Michael Herbert announced that Chief Davis will be retiring March 22, 2019. Michael stated that he is working on an interim process and hopes to have it finalized tomorrow. Michael expects that the interim Chief will serve about 4-6 months.

**Board Reports**

**Joe Magnani**

Joe attended an Eagle Scout Ceremony at the end of January and said the two new Eagle Scouts from Troop 232 had presented great projects and they are both nice young men.

Joe also mentioned that he attended the Breaking Bread Together, which was a wonderful event. He said that he represented a very small village in Italy. He said that he learned so much and enjoyed hearing other stories that all related back to family.

**Yolanda Greaves**

Yolanda mentioned that she also attended the Ashland is United on Monday March 18th called Breaking Bread Together event, and their next event will be held on March 18th and is called Making Bread.

Yolanda reported that she attended the MetroWest Regional Collaborative Legislative Breakfast at the Ashland Library. Karen Spilka and Jack Lewis both attended as well as other legislators. Yolanda said that one of the items discussed was Open Meeting Law.

She reminded all that the Volunteer’s Breakfast will be held on Saturday March 9th at the Community Center.
Yolanda explained that the Silver Strong Bows for Jake Silver are still available. She also mentioned that Jake made it to the Super Bowl but was unable to attend the game because he ended up in the hospital.

**Steve Mitchell**
Steve mentioned that he would like to develop a coin which would be used as a form of recognition.

Steve attended the Lions Breakfast and Council on Aging meeting at the Community Center on Thursday at 9 a.m.

Steve also said that Donna Viulleumier must resign from the Council on Aging and he thanked her for all she has done.

Steve announced that the Valentine Farmer’s Market will take place on Saturday 9:00 a.m. to 1:00 p.m. at the Middle School.

Steve mentioned that Lois Bennett recently passed away and she was involved in so many ways. Also, Barbara Hescock passed away and he offered his sympathy to her family.

**Rob Scherer**
Joe Magnani made a motion to go past 10:00 p.m. This motion was seconded by Steve Mitchell with a unanimous vote of 4-0-0.

Rob reported that the Upper Charles Committee submitted the Mass Trial Grant on Friday.

**Adjournment**
Yolanda Greaves made a motion to adjourn. This motion was seconded by Joe Magnani with a unanimous vote of 4-0-0.

**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.
Talent Bank Form

TALENT BANK FORM

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

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

Name
Ashwin Ratanchandani

Email Address

Address

City
Ashland

State
MA

Zip Code
01721

Home Phone

Cell Phone

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

Ashland Cultural Council, Capital Improvement Committee, Sustainability Committee, Upper Charles Trails Committee, Warren Woods Master Plan Ad-Hoc Committee, Ashland Redevelopment Authority, Community Preservation Committee, Open Space &
Recreation Committee, Town Forest Committee, Zoning Board of Appeals

Finance Committee is appointed by the Town Moderator

Field not completed.

Other:

Field not completed.

BACKGROUND:

Employer

Position

Sr. Director IT

Education

MBA, Babson College

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Please describe any training/experience you possess

Deep experience in Management, Information Technology, Strategy, Business Case Development

Please describe other skills and interests

Travel, Economics

Please describe your government or community volunteer experience (Ashland or elsewhere)

Supported Ashland Emergency Fund for 9 months

Email not displaying correctly? View it in your browser.
TO: Members of the Board of Selectmen  
CC: Michael Herbert, Town Manager  
FR: Lisa L. Mead, Town Counsel  
DA: February 6, 2019  
RE: Annual Legal Update

Reference is made to the above captioned matter. In that connection, I am setting forth below a general review of the matters on which our office is currently engaged as well as a sampling of matters with which we have been engaged over the past year. This list is by no means exhaustive as there are matters which arise on a regular basis which are immediately addressed/answered and resolved with no ongoing work. I look forward to discussing these with you at your meeting.

**Matter: Rail Transit District**

A. **Lot 2A**
   1. Working with the Town Manager on the development of a development agreement. Obtained restriction under Purchase and Sale Agreement with Ashland Apartments LLC.
   2. Working with Planning Office and Town Manager on rezoning matters.

B. **Turn over of MBTA Access Road**
   1. Working with the Assistant Town Manager to finalize conveyance of the MBTA access road to the Town.

C. **Easements with Private Property Owner**
   1. Ongoing and continued work with Mr. Hickey pursuant to the Town Meeting vote relative to the sidewalk easement at the entry of the MBTA Access Road at the intersection of West Union Street.

D. **Purchase of the RTD Land**
   1. This has been a matter which has consumed much of our time from June 2018 through today. There have been several Purchase and Sale Agreement attempts, settlement documents and appearances at the Planning Board in an effort to collect monies owed to the Town. All of this culminated in the closing which took place last week. The closing included a restriction on Lot 2A, a mortgage, mortgage discharge, release of liens or encumbrances on Lot 3, ANR approval for the division of Lot 3, negotiation with Citizens over needed releases of their lease, coordination with the YMCA over encumbrances on title, coordination with the Commonwealth regarding the GERE, negotiation with the mortgage holder of the owner relative to the discharges of encumbrances on the Remaining Land.
   Work continues on the complete implementation and negotiation on remaining items in the Purchase and Sale Agreement. Matter for Executive Session.
Matter: Public Safety Facility
Working with the Assistant Town Manager to subdivide the gift land to the Town. The donor agreed to make the donation but is having the Town undertake the ANR process for the parcel which is registered land.

Matter: Robert Hill Way
Comprehensive permit extended through December 18, 2019, by vote of the Zoning Board of Appeals and subsequent decision filed with the Town Clerk on December 13, 2018. Soon thereafter, and in advance of its December 31, 2018 deadline to do so, a.k.a. the Maturity Date, Robert Hill Way Non-Profit Housing Corporation I paid the $503,500.00 due under the December 3, 2015 Purchase Money Promissory Note secured by the so-called Robert Hill Way Phase I Property. An additional sum of $400,000.00, secured by the so-called Robert Hill Way Phase II Property, is due on or before December 31, 2020, under a similar Purchase Money Promissory Note.

Matter: Flavored Tobacco Products
Prepared legal opinion with regard to the regulation/prohibition of menthol and flavored tobacco or smoking products.

Matter: Purchase Rear Oregon Road
Drafting and negotiating purchase and sale agreement and arranging for the completion of the purchase by the Town of the property as authorized by Town Meeting.

Matter: Denial of Reimbursement for Sewer Capacity Payment
Working with the Treasurer and DPW Director of responding to claims for a prior paid sewer capacity purchase for 33 West Union Street.

Matter: MWRA Connection
Working with the DPW Director to draft necessary documents and special legislation for the connection to the MWRA.

Matter: Storm Water Rates Etc
Working with the Finance Director on matters relative to the stormwater enterprise fund and fee collections and security.

Matter: Hanto License Violation
Preparation for license hearing.

Matter: Police Boxing League
Working with Lt. Briggs on matters related to leases, releases and other formal documentation around the Police Boxing Program.

Matter: 2 Ghilani Circle foreclosure.
The bank started foreclosure proceedings, but has provided written confirmation that they will not proceed with an auction. This is an affordable unit, and because the last loan (a refi) exceeded the affordable max by $2,500, we’ve threatened to void the mortgage altogether based on the violation of the deed rider. DHCD is involved and the Affordable Housing Trust is currently negotiating a short sale so that it will not lose the
affordable unit. The Town is waiting for documents from DHCD to finalize a proposed short sale agreement.

**Matter: ME Smith / Aegis (Surety) / MBTA Access Road Construction**
Closed out matter with general contractor and their surety with regard to claims by subcontractors for the MBTA Access Road.
Liquor Violation Hearing

Process

1. Announce the Matter: In the matter of Hanto Restaurant, 380 Union Street, Ashland

2. Read the Notice

On January 16, 2019 notice of this hearing was sent pursuant to the provisions of G.L. c. 138 § 64, and Section 3-2(e) of the Town of Ashland Charter to determine whether Sing Sing, Inc. d/b/a Hanto Restaurant ("Hanto"), the holder of a license issued pursuant to G.L. c. 138 § 12, to conduct business at the premises located at 380 Union Street, Ashland, MA 01721, has violated the provisions of said Chapter 138, or any rules and regulations promulgated under the authority of that Chapter and, if such violation is found to have occurred, whether such license should be modified, suspended, or revoked in accordance with G.L. c. 138 § 23.

The subjects to be discussed at the hearing include the following alleged violations of applicable law, rules and/or regulations:

1. Whether, on or about Sunday, October 28, 2018, Hanto violated the condition placed on its license, by permitting disorder, disturbance, or illegality to occur at its licensed premises regarding an incident in which one Hanto patron physically assaulted another Hanto patron, leading to a second physical altercation near Hanto’s parking lot during which one of Hanto’s patrons pulled a firearm on the victim.

2. Whether Hanto violated the provisions of G.L. c. 18, § 63A and Sections IV(A) and IV(D) of the Town’s Regulations Governing Alcohol Licenses by interfering with, and/or otherwise failing to cooperate, concerning an investigation into the incident by the permit granting authority and the Ashland Police Department.

1. Open the Hearing:

Prior to offering any evidence, I ask that if there is anyone here who will be presenting evidence to the Board to stand, raise your right hand and repeat after me:

"I____________________(state your name) swear that the testimony I am about to provide is the whole truth."
The hearing is open. For the purpose of moving forward, I will request Town Counsel present the matters before us.

Would anyone from the Hanto care to add to this?

Anyone else who would like to speak?

5. Board Should Discuss Vote to determine if a Violation Occurred.

Did Hanto permit disorder, disturbance, or illegality to occur at its licensed premises?

Did Hanto fail to cooperate with the permit granting authority and the Ashland Police Department concerning the investigation into the disorder, disturbance, or illegality?

6. The Board must decide what Penalty should be assessed for the violation.

G.L. c 138 § 64 provides: The licensing authorities after notice to the licensee and reasonable opportunity for him to be heard by them, may modify, suspend, revoke or cancel his license upon satisfactory proof that he has violated or permitted a violation of any condition thereof, or any law of the commonwealth.

Factors to consider:

Number of violations
Extent of violations
Result of non-compliance with the statute and regulations. (i.e was someone hurt, was there a fight, etc.)

Factors NOT to consider:
The Board must make their determination on the evidence before them, not what has occurred in the past or what is NOT before the Board now.

The Board may consider if the Town has determined there has been prior violations

The severity of the ABCC penalties depends on the number of counts, the type of violation and the “regularity” of the violations.

The ABCC has consistently upheld suspensions of anywhere between 2-5 days, however, involving cases where there is a single incident of a minor found drinking in a bar or restaurant. In a 2012 case, the ABCC suspended the Salty Dog Saloon’s license for 17 days, of which seven were to be served and then would be held in abeyance for a period of two years so long as the bar stayed out of trouble during that time. The suspension
was imposed after it was discovered that the bar had served four minors. The reason for the extended suspension was that Salty Dog was a repeat offender—its license had been suspended for 5 days for serving minors in 2011.

The ABCC called the City of Lawrence’s seven (7) day suspension of Diamante’s Restaurant’s liquor license “reasonable, if not generous” after it found that two patrons were involved in a fight, where bottles were knocked over and one patron exited the building and came back with a baseball bat (though he only swung the bat around and did not hit anyone with it). ]

Determine penalty for each violation.

Close the Public Hearing

Direct the Town Manager to:

- Notify License Holder in writing along with reasons for such action and copy to the Commission.
- License Holder has a right of appeal to the Commission (138 § 67)
January 16, 2019

Mr. Raymond Jiang
Ms. Julie Andrews
Sing Sing, Inc. d/b/a Hanto Restaurant
380 Union Street
Ashland, MA 01721

RE: NOTICE OF VIOLATION HEARING – License 16-014

Dear Mr. Jiang:

Reference is made to the above-captioned matter. In that connection, please be advised that on February 6, 2019 at 7:30 p.m., the Ashland Board of Selectmen, sitting as the Local Licensing Authority, will conduct a hearing at the Ashland Town Hall, located at 101 Main Street, Ashland, MA 01721, pursuant to the provisions of G.L. c. 138, §64 and Section 3-2(e) of the Ashland Town Charter, to determine whether Sing Sing, Inc. d/b/a Hanto Restaurant (“Hanto”), the holder of a license issued pursuant to G.L. c. 138, §12 to conduct business at the premises located at 380 Union Street, Ashland, MA 01720, has violated the provisions of said Chapter 138, any rules and regulations promulgated thereunder, or any of the Town of Ashland’s Regulations Governing Alcohol License, and, if such violations are found to have occurred, whether such license should be modified, suspended or revoked in accordance with G.L. c. 138, §23.

The subject to be discussed at the hearing includes the following alleged violations of the conditions placed on the license:

Whether Hanto violated the provisions of 204 CMR 2.05(2) and/or Section IV(D)(6) of the Town’s Regulations Governing Alcohol Licenses by permitting any disorder, disturbance or illegality of any kind to take place on the licensed premises, regarding an incident where, at or about 1:13 on October 28, 2018, one patron of Hanto’s physically assaulted another, leading to a fight between several patrons within the premises. Shortly thereafter, Hanto’s co-owner, Julie Andrews, and Hanto’s employee, Senielle Rodriguez, escorted the victim out of the back of the premises to Hanto’s parking lot, where they were met by the group that was involved in the fight inside the restaurant. A second fight ensued, resulting in one member of the group pulling out a firearm and pointing it at the victim.
Whether Hanto violated the provisions of G.L. c. 138, §63A and Sections IV(A) and IV(D) of the Town's Regulations Governing Alcohol Licenses by interfering with, and/or otherwise failing to cooperate concerning, an investigation into the incident by the permit granting authority and the Ashland Police Department.

The hearing will be held pursuant to the provisions of G.L. c. 138, §64. You may appear on your own behalf, and/or with an attorney, and present evidence and witnesses. You may also rebut any evidence presented at the hearing, including cross-examining opposing witnesses, if any.

Attached is a copy of a complaint received by the Board Selectmen for your information.

Sincerely,

Michael Herbert
Town Manager
To: Michael Herbert, Town Manager
From: Craig Davis, Chief of Police
Subj: Hanto Restaurant Incident
Date: December 17, 2018

Dear Mr. Herbert,

On October 28, 2018 at approximately 1:13AM the police department received a 911 call from a caller who stated that he was assaulted by a male with a handgun in the parking lot of the Hanto Restaurant. Officers responded and spoke with the victim and several witnesses. It appears that the victim had entered the Hanto wearing a Halloween mask (he had previously left a Halloween party at TJ’s Restaurant). Several members of the “Throttle Brothers” motorcycle group were inside the Hanto and told the victim to remove his mask. One of the Throttle Brothers attempted to push the mask off of the victim’s face which resulted in a scuffle. Ironically, the victim was the one removed from the restaurant and escorted out the back door by co-owner Julie Andrews. Hanto Bouncer Sheniell Rodriguez was present during this altercation.

Several patrons wearing “Throttle Brothers” vests then left the restaurant via the front door and confronted the victim in the parking lot. The victim punched one of the “Throttle Brothers” knocking him to the ground. Hanto owners Ray Jiang, Julie Andrews, and Bouncer Sheniell Rodriguez are seen exiting the front door and present in the parking lot. According to the victim, after the fight he and his friend attempted to leave but were followed to their car by the group. A person wearing a “Throttle Brothers” vest approached the victim and his friend and pointed a handgun at him. Neither the victim nor his friend wished to identify their attackers for fear of retaliation. Officers spoke with several witnesses/suspects wearing “Throttle Brothers” vests but were told that no one knew what happened even though surveillance video shows these same people were present at the fight.

Hanto’s “Bouncer” Sheniell Rodriguez told officers that he was unaware of anything that had happened. Even though video recordings clearly show that Rodriguez was in fact present before and during the incident.

Hanto’s Co-Owner Julie Andrews told responding officers “I’m not giving you a statement” and then asked “am I free to go”.

The Town’s Alcohol Policy states:

“The licensee and manager shall fully cooperate with such agents and shall not in any way hinder or delay access to the licensed premises or otherwise interfere with any agent in the conduct of any inspection or investigation”
“No licensee shall permit any illegality to occur on the licensed premises. The manager shall at all times maintain order and decorum on the premises and in the immediately surrounding area of the premises and shall co-operate with Town Officials in ensuring safe and orderly facilities.”

Admittedly the Town’s liquor policy also states:

“All violations of the liquor laws and the terms of liquor licenses are to be reported to the Board by the Town Manager or by the Ashland Police Department or any licensee or manager that becomes aware of an offense involving the licensed premises within two weeks of said violation.”

Although the incident occurred on October 28th, many of the witnesses and victims were either unavailable or reluctant to be re-interviewed and thus significantly prolonged the follow-up investigation.

Additionally Massachusetts General Law Chapter 138 Section 63A states to following:

“Any person who hinders or delays any authorized investigator of the commission or any investigator, inspector or any other authorized agent of local licensing authorities in the performance of his duties, ..... or who refuses to give to such investigator, inspector or agent such information as may be required for the proper enforcement of this chapter, shall be punished by a fine of not less than fifty nor more than two hundred dollars or by imprisonment for not more than two months, or both.”

In summary, a violent incident occurred at the Hanto. The initial altercation took place inside the restaurant and migrated to the parking lot. The fact that a firearm was involved serves to magnify the significance of this event. Both the Owners and their “Bouncer” were present and aware during the incident but refused to cooperate with the responding uniformed officers and were evasive with the Detective conducting the follow-up investigation. The lack of cooperation among Hanto’s management is extremely troubling and creates an environment where any future similar incident could place our officers and the public in harm’s way. These employees should have at a minimum proactively called the police when they realized a fight was about to take place within the restaurant and then again out in the parking area. I can only conclude that Hanto’s staff attempted to conceal illegal activity committed on their premises and did not want the town to take notice.

Hanto’s owners/ management violated both town policy and state law. Their lack of cooperation should serve to diminish the confidence that the town places on them to properly operate and maintain their alcohol license. They must understand that further violations places them at peril for significant sanctions up to including revocation of their license.

I recommend that Hanto’s receive a one day suspension of their liquor license served on the same day of the week that this incident occurred (Saturday evening/Sunday morning). I also recommend that the entire leadership team at Hanto undergo mandatory additional formal training on their license responsibilities and provide such proof to the Board in a reasonable amount of time.

Respectfully Submitted,

Craig Davis
Chief of Police
recommended resolution must be in writing, signed by the manager or license holder charged with the offense and approved by the Town Manager. The recommendation must include a statement detailing the facts determined in the Police Department investigation. The Town Manager will give a copy of that report to the manager and/or license holder charged if requested before the hearing on the offense.

6. The recommended resolution is not binding unless and until approved by the Board.

7. If the Board does not approve a negotiated recommended resolution, and/or a resolution cannot be reached by the parties, then the hearing will be continued to a date and time certain. The person charged may withdraw the consent to the recommendation and contest all relevant matters at the hearing including any matters which had been admitted in the statement of facts in the proposed recommended resolution.

8. The Town Manager and the Board will maintain a public record of offenses and their disposition that will be indexed according to the licensee/manager, server and purchaser involved.

C. Determination of Penalties
Penalties will be determined according to the following procedure:

1. The base level offense(s) will be determined from those offenses described in Section D.

2. Adjustments according to the presence of factors that warrant an increase in the penalty ("aggravating factors") described in Section E. or decrease ("mitigating factors") described in Section F. will be considered.

3. Adjustments according to the number of violations involved in the particular offense described in Section G. will be considered.

4. Increases according to the number and circumstances of prior violations and penalties previously imposed upon the offender described in Section H. will be considered.

5. Adjustments according to the consequences of the base level violation described in Section I. will be considered.

D. Base level offenses
1. Sale outside of permitted hours (MGL c.138, Sec. 12). *All references are to sections of MGL c.138 unless otherwise noted.

2. Purchase by person under age 21 (Sec.34A).

3. Employment by licensee of person under age 18 for direct handling or selling of alcohol.

4. Sale or delivery to a person under age 21 for own use or for use of another (Sec. 34).

5. Sale to an intoxicated person (Sec. 69).

6. Hindering or delaying investigation (Sec. 63A).

7. Failure to post notice of penalty for driving under the influence and driving while drinking from open container of alcoholic beverage (Sec. 34D).

8. Failure to comply with section 204 CMR 4.03 of the ABCC regulations as follows:

   No licensee or employee shall:

   (a) offer or deliver any free drinks to any person or group of persons;

   (b) deliver more than two drinks to one person at one time;

   (c) sell, offer to sell or deliver to any person or group of persons any drinks at a price less than the price regularly charged for such drinks during the same calendar week, except at private functions not open to the public;

   (d) sell, offer to sell or deliver to any person an unlimited number of drinks during any set period of time for a fixed price, except at private functions not open to the public;

   (e) sell, offer to sell or deliver drinks to any person or group of persons on any one day at prices less than those charged the general public on that day, except at private functions not open to the public;

   (f) sell, offer to sell or deliver malt beverages or mixed drinks by the pitcher except to two or more persons at any one time;

   (g) increase the volume of alcoholic beverages contained in a drink without increasing proportionately the price regularly charged for such drink during the same calendar week; encourage or permit, on the licensed premises, any game or contest which involves drinking or the awarding of drinks as prizes.

E. Aggravating Factors

1. Failure to check approved form of identification as described in MGL c138 s34B.

2. Juvenile appearance of purchaser.

3. Use of obvious altered identification.

4. Refusal to cooperate in investigation and/or furnishing false information to investigator.

5. Multiple sales on same occasion.
6. Quantity of beverage sold.
7. Staff not suitably trained.
8. Under age server.
9. Violations of other laws such as: prostitution, solicitation, drugs gambling, disorderly conduct, cigarette sales to minor

9a. Consequential Misconduct Related to an Offense

i. Operating under the influence.
ii. Causing personal injury.
iii. Causing property damage.
iv. Disturbance of the peace.
v. Domestic violence.
10. Concealing violation.
11. Previous violations.
12. Exceeding lawful capacity of premises.
13. Intimidating or coercing witnesses or attempting to do so.
14. Offense occurring while under suspension of penalty.
15. Sale occurring while license suspended.

F. Mitigating Factors

1. Reasonable reliance upon an approved form of identification as allowed in MGL, c. 138, Section 34B.

2. Acceptance of responsibility as shown by;
   - Substantial and voluntary assistance offered in investigation.
   - Public acknowledgment of responsibility
   - Agreement to participate in training program by licensee, manager, and servers.
   - Prompt notice of decision not to contest charge and agreement to proposed recommended resolution.
- Licensee agreement to participate in an effective program to detect and prevent future offenses.

G. Imposition of Penalties or Other Outcomes

The Board will impose penalties for offenses consistent with this policy. Offenders may expect one or more of the following consequences as appropriate in the judgment of the Board:

1. Suspension of license for a stated number of days and specified dates.

2. Suspension of license for a stated number of days and specified dates with a portion of the suspension put in abeyance upon condition that no further offenses occur within a specified period of time and that licensee waives right to hearing upon such further offense.

3. Mandatory participation in prevention/training programs by licensee/manager and server as appropriate.

4. Appropriate publicity of offense and disposition.

5. Assessment of cost of investigation to Offender.

6. Revocation of license.

Licensees are advised that the following chart only represents guidelines for use by the Board by the Selectmen when making their respective recommendation and decision in response to a liquor license violation. The Board of Selectmen, in accordance with the mitigating and aggravating factors presented above, retain the authority to deviate from these penalty guidelines where the circumstances are appropriate. While the Board will endeavor to impose penalties upon licensees in a manner consistent with these Regulations and this Article XV, where exigent or special circumstances warrant, such as a violation of these regulations resulting in serious personal injury or death, the Board retains the authority in such circumstances to immediately order a full hearing, provide a licensee an opportunity to present evidence, and to revoke a license where the evidence so warrants a revocation. The Board may consider the longevity of a license, period of time without a violation and/or severity of the violation when determining suspensions and penalties.

**First violation**: 1-3 day suspension, regardless of the amount of penalty put in abeyance, if any;

**Second violation**: 4-6 day suspension, regardless of amount of penalty suspended, if any;

**Third violation**: 7-15 day suspension, regardless of amount of penalty suspended, if any;

**Fourth violation**: 16-30 day suspension, regardless of amount of penalty suspended, if any;
**Fifth violation:** 31 days to one-year suspension, or revocation, regardless of amount of penalty suspended, if any:

**Sixth violation:** Revocation of license for remaining period of current license and one year beyond.

**J. Reporting of Violations and Penalties Imposed**

The Board shall receive bi-annual reports from the Police Department and/or Town Manager detailing violations of this policy from the date of the previous reporting period, and the penalties imposed by the Board for said violations. The Board will use these reports to analyze what factors are commonly associated with violations, such as over-serving, underage serving, failure of serving training or registration, etc. This process will allow the Board to periodically review this policy and recommend any areas of the policy that need to be amended.
The Commonwealth of Massachusetts  
Board of Selectmen  
Town of Ashland Licensing Board  
ALL ALCOHOL RESTAURANT  
TO BE DRUNK ON THE PREMISES

License #: 00044-RS-0040  
License fee: $1,750.00

This is to certify that: Sing Sing, Inc. d/b/a Hanto  
380 Union Street  
Ashland MA 01721

Is hereby granted a license to Expose, keep for sale, and to sell all kinds of alcoholic beverages

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made hereunder by the licensing authorities. This license expires on 12/31/2019, unless earlier suspended, cancelled or revoked.

Hours of operation:  
SUN 12:00 Noon 1:00 AM  
MON-SAT 11:30 AM - 1:00 AM

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures

Ashland Board of Selectmen

Rob Scherer, Chairman

Steve Mitchell, Vice-Chairma

Yolanda Greaves, Clerk

Joseph Magnani, Member

This license shall be displayed on the premises in a conspicuous position where it can be easily read.
To Ashland Board of Selectmen, 2/5/19

This letter is in reference to the incident that took place at Hanto Ashland on October 28. Although I will be present at the town meeting held on February 6, I wanted to write you personally to explain my behavior and why I acted the way I did. This letter is in no way me trying to down play what happened that night, I am being 100% sincere in letting you know that I am very remorseful at the way I handled things that evening. I came to Hanto that night as a patron after being out with my husband at an all day affair. After the building was cleared by AFD because the fire alarm went off at about 12:35 am, I went back inside the bar. I asked the boy with the Michael Myers mask to please remove it because both my door man & bartenders needed to see his identity. He whispered “its ok, I'm cousin Oliver’s son you know me” (cousin Oliver is the name of the trivia team that the kids dad plays on on Wednesday nights at Hanto) I told him it doesn't matter he still needed to take his mask off while inside the establishment. He refused to take his mask off and went to the bar where his friend proceeded to cut a hole in his mask so he could take a sip of his drink with a knife he pulled out of his front shirt pocket. (I have video footage of this) I'm not sure what happened next, but there was a scuffle & words exchanged inside of the bar.
The issue then moved outside to the parking lot after the masked boy exited out the back door. The scuffle continued when the masked boy punched one of the patrons to the ground. That is when I ran outside but the altercation had moved to the parking lot. I have video footage of myself and my bartender Ashley Corriss standing on the curb looking out into the parking lot trying to see what was happening. At no time did I see or even hear of a handgun being drawn I swear to all of you on my daughter and mother's life. It was wrong of me not to call APD to diffuse this situation. To be honest with you, everything happened so quickly. After all of this was finished and the two officers showed up I was beside myself. I was so stressed out about all the conflict and wanted to go home. Unfortunately I let my emotions get the best of me and told the officers I wasn't giving a statement and wanted to go home. Honestly, looking back that was the worst decision I could've made but at the time, I felt since I had had such a long day, I needed to go home and clear my head. I honestly did not see or know anything that I could've shared with anybody. Not once was I trying to be evasive or sneaky and hide facts about anything or anyone. I honestly thought since Ray was on duty that night that I could go home. In hindsight what I should've said was "I've
had a really long day. I don't think anything will change whether I stay or don't. Please let me go home and clear my head and I will gladly come down to the station first thing tomorrow morning.” Not once did I mean any disrespect towards the on-duty officers or anyone else. I take not only my job and business seriously, but also the safety of others very seriously. Unfortunately that night I folded and let my emotions get the best of me where I just needed to go home. I promise you not once was I trying to hinder anything or be a self-righteous you-know-what. I am truly sorry about this whole thing and if I had the chance to do it over, I totally would. I want you to know that I do not condone any behavior that happened that night. I have literally been kicking myself in the ass ever since then and going over how things could've been handled differently. Moving forward, I want to let you know that my husband and I are attending the Liquor Compliance Seminar on 2/12 at 9 a.m. I sent an email and voicemail to Rob Aranjo on 1/24 to confirm. I am truly sorry about what happened and am willing to do anything to make this right. The last thing I want is to have any bad blood with anyone or for anyone to think I'm disrespectful. I made a poor choice not to stick around that night because I was being selfish and emotional and I'm asking you to forgive me. Please let me show you that
I do take my business seriously and want to work with the town so we can have a better relationship moving forward. Please don't think this letter was given to discredit anything that happened that night. I just wanted you to see things from my perspective and let you know that I am sorry about the way things played out that night and hope you understand. Thank you for your time.

Sincerely,

[Signature]
January 22, 2019

Town of Ashland
Office of the Town Manager
101 Main St
Ashland, MA 01721-1191

Dear Selectmen / Administrator:

Many thanks for your continuous support of the Boston Marathon Jimmy Fund Walk. Your support of this charitable event certainly is one of the major reasons for our success and we deeply appreciate your generosity.

We are planning for the 2019 walk, our 31st! I am sending you this letter as a formal request from the Jimmy Fund and DMSE Sports for a parade permit for our 2019 walk which, as you know, follows the same course as the historic Boston Marathon. We are requesting the date of Sunday, September 22, 2019 to conduct the walk.

If you require any additional information, please feel free to call me directly (617-201-1764) or email me at aaron@dmsesports.com. In advance, thank you for your continuous support of what the Jimmy Fund considers one of its most successful and revered events. I look forward to hearing back from your office.

Please send any correspondence on the walk to:

DMSE Sports, Inc.
10D Roessler Rd
Woburn, MA 01801-6208

Kind regards,

Aaron Nemzer
Director of Events
DMSE/Boston Marathon Jimmy Fund Walk
BOARD OF SELECTMAN
Minutes
January 16, 2019 – 6:30PM
Town Hall

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

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

Call Meeting to Order
Rob Scherer called the meeting to order at 6:30 pm. Present at the meeting were Chair Rob Scherer, Vice Chair Steve Mitchell, Yolanda Greaves, Joe Magnani, Town Manager Michael Herbert and Assistant Town Manager Jenn Ball.

Mark Dassoni led the Pledge of Allegiance.

Citizen’s Participation
Mark Dassoni explained that he had been following the shutdown of the Federal Government and wanted to understand if this affects the services we are providing locally.

Scheduled Hearings/Appearances
FY 20 Budget Presentation
Adam Elbirt called the Finance Committee meeting to order.

Michael Herbert thanked the members of the Finance Committee and School Committee for attending the budget presentation. Michael reviewed the progress made in the last few years. He explained that we need to plan for our future and that we maintain to be the best value in the area. Additionally, Michael explained that the town has purchased several properties which helps to control growth in town, but we must be mindful of the cost associated with those purchases.

Brittany Iacaponi explained that a portion of revenue is considered elastic, which includes permits and fees. We received an increase when the permits came in for the Cirrus apartments but dropped off as the permits for the project was completed. Motor vehicle excise tax is also considered an elastic revenue, because it is not a constant and it tends to fluctuate. Brittany reviewed the expenses and explained that the figures are estimates.

Joe Magnani asked that if we are exploring other insurance carriers, which Michael said cannot happen for FY20, but it will be considered in the future.
Michael reviewed several requests addressed by department including adding personnel to Fire, Police, and Town Clerk departments, a Project Engineer, Nurse, Maintenance and GIS Technician. Michael said that the School Department is facing a deficit and we need to figure out as a community how to fund the needs.

Yolanda Greaves asked what the next steps are in the process. Michael explained that after the Governor releases his numbers then a discussion can be had based on those figures.

Laurie Tosti, School Department Chair, said the committee is moving along the with budget process challenges due to increased enrollment and special education requirements. Laura said she is looking forward to working with Board of Selectmen and Finance Committee members who are on the Liaison Committee in order to address the shortfall. The budget hearing will be scheduled at the end of February or beginning of March, before Town Meeting but after the Governor’s announcement.

Laurie Tosti explained that the School Department projected budget deficit is $600,000 to $700,000, and a 6.1% increase for level service.

Adam Elbirt made a motion to close the Finance Committee meeting.

**Roadway Safety Committee**

Ed Burman, Police Dept. and Chair of the Roadway Safety Committee, said that over the last few years the town has made many improvements to intersection of Eliot and Prospect Streets hoping to find a solution, but accidents continue. The committee has continued to look at additional solutions and adding traffic signals would cost approximately $180,000.00 to $240,000.00. The committee concluded that making the intersection a 4-way stop would be the best way to address the speed and site distance issue, and they are seeking the Board’s approval to implement that change.

Yolanda Greaves explained that she is concerned about people being unaware of the new traffic pattern. Ed explained that he is plans to place an electronic sign for three to four weeks warning drivers of the change.

Kevin Langmeyer said that increases the color and size of the signs will also help. Adding the signage that is being requested would cost about $5,000.00. Steve Mitchell asked how the Police Department would monitor and enforce the stop signs. Kevin Langmeyer said that solar signs would take about 3 weeks to come in. Izzy Assencoa said that supports the recommendation of the committee.

Yolanda Greaves made a motion approve the installation of two additional traffic signs to implement the plan as presented. This motion was seconded by Steve Mitchell with unanimous vote of 4-0-0.

**Long Acre, Inc – dba Stone’s Public House**

Rob Scherer opened the public hearing for the change of manager for Stone’s Public House. Andrea Dunne-Adrian explained that she is the new manager for Stone’s Public House.

Steve Mitchell made a motion to close the public hearing. This motion was seconded by Yolanda Greaves with a unanimous vote of 4-0-0.

Yolanda Greaves made a motion to approve the change of manager to Andrea Dunne-Adrian for Long Acre, Inc. dba, Stone’s Public House. This motion was seconded by Steve Mitchell with a unanimous vote of 4-0-0.

**United Group of Companies**

Michael Herbert reported that he has been working with United Group of Companies (UGC) and property owner and develop an affordable senior housing project on the RTD.
Bill Flanigan, United Group Development Executive, explained that he wants to introduce the project and the concept to use on the Ashland site, Lot 2A. UGC's primary focus is multi-family housing. They are currently operating in four states with the headquarters in Troy, New York. The Senior Umbrella Network Program (SUN Program), which is an activities and lifestyle program including health and wellness. The project typically consists of age-restricted rental units, with a club house, meeting room, activity rooms, a salon, indoor swimming pool, and shuttle bus service. Bill said they have found that by offering these activities and programs the apartment turnover is reduced. The average age of the residents is early seventies. They would expect to rent 1-bedroom apartments at $1,800.00 and 2-bedrooms at $2,400.00. Bill said rental rates will be based on the cost of the project and the market, so at this point it is tough to say exactly what the rental rates would be.

Bill explained that the proposal includes three buildings with 180 units and a club house on the parcel. One of the buildings is 4-stories high and with 1-story garage space behind it. They expect to provide 25% affordable units, and they took into consideration the buffer between the site and Apple Ridge.

Joe Magnani asked if it was possible to increase the buffer zone to 150 ft. to 200 ft. and what they expect the buffer to consist of. Bill explained that they will not clear cut the site and they will not cut anything in the area that is not being built on.

Steve Mitchell explained that the Board’s understanding was the number of proposed units was 150, less than what is being presented tonight. Michael from UGC said that the 180 units being presented is the number of units estimated based on demand and operational feasibility prospective.

Peter Daner, 41 Wilbur Drive stated that the visibility of development and the project being an eyesore is concerning. He also said the Cirrus Apartments are unsightly with the High Street properties. He explained that placing the building in a row along the Cirrus Apartments would allow for more open space buffer and therefore would be preferable.

Paul Wilkinson, 16 Russet Hill Road explained that he would like to see the proposed apartments moved closer to the existing apartments. Paul said that he does not support this project and fears that this will look like Cirrus project.

Terry Meltzer, 46 Wilbur Drive said she does not support this project and would prefer to see low-rise buildings in place of the higher buildings.

Mark Dassoni, 49 Hawthorne Road supports adding affordable senior housing to the community.

Peter Daner said that he is a senior and the equity in his house is his retirement and he fears the value will plummet if this project goes through.

Vilma Burnelle, 10 Rodman Road something put in place for that will restrict this housing to seniors.

Joe Magnani wanted to know if it is possible to modify the plan to provide an additional buffer.

Tom Dziubeck, Wilbur Drive wanted to understand, regarding the town's tight water, whether there is adequate supply for 180 more units and if asking for concessions have been considered. Michael Herbert explained that the town has approved a connection to the MWRA if additional water supply is needed. Tom also said he is not in favor of the Siberian architecture that is currently on High St.

Steve Mitchell explained that the Board and developer would work on a Development Agreement and incorporate concession.
Michael Herbert explained that he has been working will Bill and feels that he is straight shooter, but he thinks the buildings are too big. Michael said the project would need to be in the 140-unit range and possibly changing the project to two buildings, four stories high with an increased buffer.

Steve Mitchell said that he has walked the land several times and there is an opportunity to hide the buildings more effectively by moving them towards the access road.

Yolanda Greaves said we are in a unique position where we have a builder that is looking to work with the community and build a project that is good for the community. Additionally, Yolanda is hoping that we can all come up with a comprise.

Michael thanked the Board and the neighbors for their comments and said they will come back with a solution to address the concerns.

Michael Herbert asked that the next step is and UGC said this month they will go back to site to review the topology and look at what adjustments can be made to the project.

**JC Auto Sales**

Juan Mendez presented the Board with the site plan showing the vehicles that he has onsite and how spaces are utilized.

Steve Mitchell asked what the process is how many vehicles are on the property that are for sale. Juan explained that he accepts trades and during that time he needs to decide if he is going to keep the vehicle or send it to auction.

Yolanda Greaves said that based on the license he is only allowed to have 15 cars in the used car inventory, and she feels that having more than allowed is what is creating the issue.

Joe Magnani stressed that their permit is limited to used car inventory up to 15 vehicles, including all retail vehicles. Joe also suggested that the Class II License may need to reevaluate the distinct inventory conditions.

Ms. Mendez explained that they in compliance with the 15 vehicles and she does not understand why the Board feels differently.

Steve Mitchell said that he does not feel that the license is adequate for the current business and the typical inventory. In addition, he suggested a different location for detailing may be an alternate solution, as the lot’s footprint may no longer enough.

Yolanda Greaves explained inventory includes all cars that are ready for sale and potentially for sales.

Steve Mitchell said an application should be submitted to request an increase in the number of the vehicles allowed.

Vilma Burnell, Rodman Road, said she wants the Board to understand that some of the information provided at the last hearing was inaccurate.

Tony Lewis, 34 Washington Ave., said that he is happy with the improvements.

Mark Dassoni asked Rob Scherer if he knows who owns the Sears parking lot. Mark asked about the compliance and how it is enforced.
Yolanda Greaves recommended that Juan reapply to modify the license for up to 25 vehicles, including vehicles for sale, for repair and potentially for sale.

Yolanda approve the renewal of JC Auto Sales Class II License for up to 25 vehicles in process for the for sale business. This motion is seconded by Steve Mitchell with a unanimous vote of 4-0-0.

Consent Agenda
A. Waive the 15-day waiting period with regards to the appointments of Michael Silva as a Light Equipment Operator for Water and Sewer and Kevin Coskie as a Light Equipment Operator for Cemetery Park and Tree.
B. Accept the donation made to the Police Department in the amount of $100.00 from Dominic & Pearl Nicolo for the rescue.
C. Accept the December 5, 2018 Regular Session Minutes.

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

Old / New Business

Discuss Rail Transit District
Michael Herbert updated the Board on the Rail Transit District property. He explained that the Bob Gaynor is working with the YMCA on the gift of the property. Michael explained that he is asking the Board to vote on the Plan and asked the Board to designate a member to sign the closing documents.

Motion: Yolanda Greaves made a motion that the Board of Selectmen authorize Steven Mitchell, to execute and enter into any and all documents necessary to effectuate the purchase of the property which is that certain parcel of land, as shown on a plan entitled 0 MBTA Access Road drawn by Hancock Associates, including 78.37 acres +/- pursuant to that certain Purchase and Sale Agreement dated November 27, 2018 by and between the Town of Ashland Board of Selectmen and Megunko Transit District, LLC and Ashland RTD Apartments, LLC and as authorized by Article 6 of the November 28, 2018 Special Town Meeting, and further to executed any and all documents necessary to effectuate the acceptance of a restriction on the property shown as Lot 2A on a plan entitled “Ashland RTD Apartments LLC, MBTA Access Road, Ashland Massachusetts, Approval Not Required Plan” by Kelly Engineering Group, dated March 4, 2016 and recorded in the South Middlesex Registry of Deeds Plan 345 of 2016 and which transaction shall take place no later than January 30, 2019. This motion was seconded by Joe Magnani with a unanimous vote of 4-0-0,

Motion: I hereby move that the pursuant to Article 6 of the November 28, 2018 Special Town Meeting, the Town of Ashland will purchase that certain parcel of land, as shown on a plan entitled 0 MBTA Access Road drawn by Hancock Associates, including 78.37 acres +/- pursuant to that certain Purchase and Sale Agreement dated November 27, 2018 by and between the Town of Ashland Board of Selectmen and Megunko Transit District, LLC and Ashland RTD Apartments, LLC and accept the restriction on the property shown as Lot 2A on a plan entitled “Ashland RTD Apartments LLC, MBTA Access Road, Ashland Massachusetts, Approval Not Required Plan” by Kelly Engineering Group, dated March 4, 2016 and recorded in the South Middlesex Registry of Deeds Plan 345 of 2016 for a purchase price of $4,800,000.00. This motion was seconded by Joe Magnani with a unanimous vote of 4-0-0.

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

Board Retreat
The Board discuss their retreat that is scheduled for January 26th.

Sign Policy Update
Steve Mitchell explained that he spoke with Town Counsel after the last meeting to understand what is allowed on town owned property. He would like to have the Board review the updated sign policy and reevaluate it at a future BOS meeting.

**Town Manager Reports**

**Update on Downtown Projects**
Michael Herbert mentioned that he sent the report from BSC with renderings and engineering information.

Michael also said he is working with Doug Small on a plan to replace or reline the water mains on Main, Front and Summer Street in the summer of 2019 and he is working with Haley and Ward to obtain a cost estimate. Michael also said that some preliminary utilities work can be completed while the roads are opened for the water lines. Joe Magnani asked if the underground utilities can be addressed, and Michael said he is in contact with Eversource and Comcast concerning that effort.

Rob Scherer asked Michael for further assess whether the width of the bike lane and roads can be expanded, in order to accommodate safe passage of both bikes and vehicles.

Yolanda Greaves said that with Sheila Page, the former Town Planner leaving, staff needs to keep the Rte. 126 Project on their radar and working with Green, in order to ensure the town remains on the TIP.

**Warren District Update**
Michael Herbert provided the Board the with the Project Manager job description and the said that the position will be posted tomorrow. In addition, he is looking at grant opportunities that will be used for the Valentine Estate assessment or the engineering plans for the Warren Barn.

**Eversource Update**
Michael Herbert said that a reply was received from Eversource in response to our questions regarding the pipeline. He said that he also will be meeting internally with staff to hear their concerns.

**Home Rule Petitions**
Michael explained that the Home Rule Petitions have been signed.

**Board Reports**

**Joe Magnani**
Joe explained that the orange ribbon on the BOS table tonight is a sign of support for Jake Silver. Joe said that he is so proud that the town rallies around those in need.

Joe is looking forward to the Volunteer Breakfast and he thanked the management team for all their efforts.

**Yolanda Greaves**
Yolanda sent out her best wishes to Jake and his family.

Yolanda reported that the MetroWest Conference for Women will be held in September, the Ashland Women’s Group will be meeting on January 28th at Wine Empire, and Ashland will host the MAPC.

Yolanda said she would like the Board to have an opportunity to review the Ashland Strategic Plan.

Finally, she said the MMA Conference is this Friday and Saturday, and she will be attending the Women’s Luncheon.

**Steve Mitchell**
Steve explained that last week he attended Dementia Friendly meeting and he will provide additional information at a future meeting.

Steve explained that Malcolm Smart, a volunteer for many years, recently passed away and he sends his best wishes to Alice.

Steve said that Dr. Jangi passed away and memorial service will be held on January 18 at the Pilgrim Church.

Steve stated that he watched the Board of Health meeting and the main topic was the banning of menthol products with regards to vaping. Steve wanted Board members to keep in mind that towns that have ban these products have been sued.

Rob Scherer
Rob reminded all that it is Day 23 of the Federal government shutdown.

Adjournment
Yolanda Greaves made a motion to adjourn. This motion was seconded by Steve Mitchell with a unanimous vote of 4-0-0.

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

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

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

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

Cliff Wilson led the pledge of allegiance.

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

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

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

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

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

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

Rob Scherer asked for public comments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rob Scherer asked for comments from the public.

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

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

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

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

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

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

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

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

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

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

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

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

**Old / New Business**

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

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

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

Michael reviewed the proposal highlights.

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

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

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

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

**Tax Agreement with Ashland Solar LLC**

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

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

**P&S for 0 Oregon Road**

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

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

**Oak Street Conservation Restriction**

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

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

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

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

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

**Ashland Historical Commission**

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

**Volunteer Breakfast**

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

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

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

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

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

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

**Town Manager Reports**

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

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

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

**Board Reports**

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

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

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

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

Steve congratulated Senate President Senator Spilka on her election.

Steve asked for a legal update at an upcoming meeting.

Steve also remembered Dorothy who recently passed.

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

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

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

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

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

*Meeting Materials:*
This agenda is subject to change and includes those items reasonably anticipated by the Chair to be discussed at the meeting. Not all agenda items may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.
Mrs. Tosti opened the meeting at 8:01 A.M.

Mrs. Tosti read the Vision Statement and then announced that this meeting is not being recorded by WACA cable TV.

**Vision Statement**

The Ashland Public Schools will be a model district that embraces the academic and social-emotional growth of all students, through a supportive, collaborative and challenging experience. Our students will develop into life-long learners who will contribute positively to society.

**Agenda Review and adoption**

Mrs. Tosti reviewed the agenda and received consensus from the committee.

**Student Presentations**

None

**Public Comment**

None

**Discussion- FY20 School Budget**

Mr. Adams began the discussion with the APS 2019-20 Budget Workshop PowerPoint presentation. He gave an overview how the yearly budget is created. Beginning in November, he and the administrators
review data, current budget versus next year, add new line items as needed, and tie it all back to the Blueprint. Mr. Adams then gave highlights of where the district is right now.

The town has provided the schools with an increase of 3.75% ($1,148,260) over FY’19. Much of the increase will be used to offset unexpected increases in Out of District (OOD) costs, increased student enrollment (100+ this year), and loss of Entitlement Grants (Title I and Title III). Although APS has in-house Special Education programs, 41 students are currently placed out of district to meet their needs, with five more anticipated and 5 more potentially for out-placement in the coming year. These students are the districts responsibility until they age out at 22. Additional transportation costs for OOD students is approximately $150,000. Program costs increase 2-4% each year, which is out of the district’s control, and is set by the state.

While all districts are struggling with these same issues, Ashland has been quite proactive in creating in-house programs (saving the district $5,800,000) and creating the OOD Stabilization Fund.

Increased enrollment is also having a strain on the budget, increasing the average grade size to 210-220 students. This increase impacts ELL and Special Education staffing levels, additional buses for transportation, and having less school choice available.

Additional staff needs that are not included in the budget but have been requested:
Warren School: Special Education Therapeutic Program teacher
Mindess School: ESL Teacher, 2 ESP’s, and a Literacy teacher
Ashland Middle School: 2 ESP’s, .50 ESP ELL, and .50 ESP Sub Separate
Ashland High School: Special Education teacher, Wellness teacher, .50 ESP ELL, .50 STEM teacher
Student Services: PT increase from .80 to 1.0, BCBA increase from .80 to 1.0
Facilities: 3 night custodians, Custodial Manager (non-union)

Mr. Adams concluded by highlighting that the delta of $723,000 does not include any of the building increases, it is just to maintain level service. Without an increase of at least 2.5% for Special Education OOD associated costs, before any increase in the overall operating budget, APS will be forced to significantly cut staff, programs, and resources. On a high note, Ashland is in the bottom 30% for per-pupil spending, yet still performing in the top 30% for the state.

WEE Watch Evaluation
Ms. Sara Davidson, Director of Pittaway Preschool, presented a PowerPoint on the Pittaway Wee Watch Program. Wee Watch program was created to provide a service to employees for infants to 3 years old. It has run at a deficit for many years. To decrease the deficit, the program was opened it up to the community, which unfortunately brought another whole host of problems.

Mrs. Davidson presented two options for the Wee Watch Program:
Option 1: Close the program at the conclusion of the 2018-19 school year, which will affect roughly 15 families. The goal is to give the families a reasonable amount of time to seek out alternatives. This would eliminate one non-union teacher position and two non-union ESP positions.

Option 2: Continue Wee Watch for Staff only- with a 5 day a week /rate that covers the program costs. This would raise the price from $51/day to $60+ / day. This would make the program break even if it was filled to the 9 student capacity.
The School Committee agreed that the program no longer serves the needs of the district. They felt the only viable option would be Option 1, to close the Wee Watch Program. They will vote on this at the next meeting. Mr. Adams will have conversations with staff before the January 9th meeting.

Preschool Model Evaluation
Ms. Davidson shared a PowerPoint about the Pittaway Preschool Program and moving toward a fully integrated preschool. The definition of integrated preschool is “a preschool designed for children aged 3-5 that serve individuals with special education needs AND students that do not have special education needs.” Ms. Davidson gave an overview of the Individuals with Disabilities Education Act (IDEA) focusing on Part C-Infants and Toddlers with Disabilities (birth to age 3). This regulation and transition is a big part of the preschool programming. As of December 15th there are 23 Early Intervention (EI) referrals for next year. Ms. Davidson shared a slide with the current model, then a slide with the proposed model for next year. The current model has 3 integrated, 3 non-integrated, and 2 sub-separate classrooms, some ½ day, having 2, 3, and 5 day options. The proposed model 1A would have 4 integrated and 2 sub-separate classrooms, some ½ day, having only 4 and 5 day options. Some of the impact of the proposed model 1A would be creating consistency, support for all students in an inclusive environment, and stronger programming and curriculum. The School Committee will vote on this at the next meeting.

ADJOURNMENT
Mrs. Bates made a motion to adjourn at 12:00 p.m., seconded by Mrs. Williams. Vote: 5-0, in favor.

Respectfully submitted,

Kathleen Bates

The next School Committee meeting will be on January 9, 2019.

Documents used during the meeting
APS 2019-20 Budget Workshop PowerPoint presentation
Wee Watch Evaluation PowerPoint
Preschool Model Evaluation PowerPoint
RADAR Benchmarking Sheet- Ashland- Change Over Five Years
BOARD OF SELECTMAN
Minutes
November 21, 2018 – 6:30PM
Town Hall

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

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

Call Meeting to Order
Steve Mitchell, Vice Chair called the meeting to order at 6:30 pm. Present at the meeting were Chair Rob Scherer (6:35 pm), Yolanda Greaves, Joe Magnani and Town Manager Michael Herbert.

Citizen’s Participation
There were no citizens present.

Old / New Business

Town Meeting Article Review
Rob Scherer asked that all major articles be presented by a Selectmen. The Board agreed the assignments as follows:

Article 1: Previous Warrant Article implementations – Michael Herbert
Article 2: Free Cash Allocations – Brittany Iacaponi
Article 3: Stormwater Enterprise Fund – Rob Scherer
Article 4: Property Tax Exemptions – Steve Mitchell
Article 5: Tax Agreement for the Solar Project – Rob Scherer
Article 6: RTD – Yolanda Greaves/Michael Herbert
Article 7, 8, 9: Public Safety – Joe Magnani
Article 10: Affordable Housing Trust – Joe Magnani
Article 11: Accept Easement for Riverwalk – Steve Mitchell/Jennifer Ball
Article 12: Dispose of Real Property – Steve Mitchell/Jennifer Ball
Article 13: Approve Purchase/Taking of Land/Rear Oregon Rd. – Steve Mitchell
Article 14: MWRA Bond for I&I Work – Rob Scherer
Article 15: Municipal Lien Charges/Amend General Bylaws – Yolanda Greaves
Article 16: Amend the Town of Ashland Bylaws / Collection of Municipal Charges – Yolanda Greaves
Article 17: Amend the Chapter 178 Bylaws/Finger Printing – Yolanda Greaves/Jennifer Ball
Article 18: Subdivision Land Acceptance and Road Acceptance – Steve Mitchell
Article 19: Amend Zoning Bylaw Wildwood Mixed Use District – Pulled

The Board agreed to meet at 6:00 pm prior to the Town Meeting to review any last-minute updates.
Review P & S for the Rail Transit District (RTD)

Michael Herbert provided an overview of the Offer to Purchase and the Purchase and Sales (P&S) Agreement with Megunko Transit and Bob Gayner for sale of property located at the RTD. Michael said Lot 2 is scheduled to be developed for up to 252 townhomes for 55+ year-olds with a 10% affordability component. However, in order to get the 10% threshold, the land owner has agreed to look into selling a portion of Lot 2 to a developer who would build senior affordable apartments at less density, up to 180 units, and 25% would be affordable. Because the units are apartments and 25% affordable, Mass Law allows the town to count 100% of the development towards the affordable stock, which is 2.5% and safe harbor from 40B developments. Michael said the lower half of Lot 2 would be earmarked for this development, but the proposal would require a zoning change, and therefore it would have to go before Town Meeting.

Michael reported that the YMCA is interested in building a regional facility that would serve Ashland, Holliston and Hopkinton. The landowner is willing to donate 12.5 acres of land for this development.

Finally, Michael explained that Town Meeting will vote on the purchase of the remainder of the Lot 3 property minus the Nyanza cap area and the solar farm location for $4.8 million or approximately $55.00/acre. In addition, when Nyacol Nano Technologies vacates their lab building the town will assume that 4-acre parcel at no additional cost, which will provide access to Megunko.

Michael reviewed the monies that will be used to pay for the land, including the solar farm revenues, $3 million Senator Spilka secured for economic development, and $2 million for the Upper Charles Trail.

Steve Mitchell mentioned that with these endeavors it is a good time to begin the Development Liaison Committee.

Michael reviewed the P&S details and said the closing is scheduled for January 30th.

Yolanda Greaves made a motion to approve and sign the Offer to Purchase the real estate at the RTD as presented and that we sign the Purchase and Sale also as presented at tonight’s meeting. This motion was seconded by Joe Magnani with a unanimous vote of 4-0-0.

Review BAA Grants

Steve Mitchell reported that he met with Rob Scherer to review the BAA Grant applications and they have provided their recommendations to the Board.

Steve said the BAA Mitigation Grant that was allocated to the town by the BAA to offset costs is no longer available at the same amount, due to higher public safety costs since the marathon bombing.

Joe Magnani asked if the town should ask for additional money for extra security. Michael Herbert said the town can ask, and he will reach out to other towns on the route and suggest they approach the grant request as a collaboration.

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

Discuss Board Retreat

This item was deferred.

SCADA Contract

Michael Herbert explained that SCADA is the town’s maintenance contract for the water and sewer infrastructure and monitoring equipment. The SCADA contract was signed in 2015 and is now up for an extension.
Yolanda Greaves made a motion to extend the agreement for our SCADA system with Northeast System Controls as presented for one year. This motion was seconded by Steve Mitchell with a unanimous vote of 4-0-0.

**MassWorks Grant**

Michael Herbert reported that the town was awarded a $3 million MassWorks Grant for the downtown streetscape design. Michael said at the May Town Meeting authorization was obtain for a $800,000 capital plan for the final design of the streetscape and the design of the underground utilities. The estimate for the utilities design was estimated at $500,000, however Senator Spilka worked with Eversource to reduce the amount to $150,000. Michael thanked the Senator and Eversource for their cooperation.

**Adjournment**

Yolanda Greaves made a motion to adjourn. This motion was seconded by Steve Mitchell with a unanimous vote of 4-0-0.
BOARD OF SELECTMAN
Minutes – Executive and Regular
December 10, 2018 – 7:30 AM
Town Hall

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

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

Call Meeting to Order
Steve Michell made a motion pursuant to G.L. c. 30A sec 21(a)(2) the Board move into executive session to conduct contract negotiations with nonunion personnel, specifically the Town Manager and will open in Regulars Session at the conclusion of Executive Session. Motion was seconded by Joe Magnani with a unanimous vote of 4-0-0.

Scheduled Hearings/Appearances
Review and Approve Employment Agreement with Town Manager
Michael Herbert explained that differences between his current contract and the new one. He provided justification for the salary increase as well.

The board met without the Town Manager to discuss each item that was changed on the contract. As a board they agreed on certain items.

Michael rejoined the meeting and they reviewed they had discussed. The board and Michael agreed on the terms and signed a new 3-year contract. Additionally, the board approved the Chair to write and read a statement at the at the next meeting which was the next meeting.

Yolanda Greaves made a motion to go out of Executive Session which was seconded by Steve Mitchell with a unanimous vote of 4-0-0.

Rail Transit District
The board discussed the UGC agreement for lot 2 on the RTD. Included in the discussion was how many units would be considered affordable and providing credit for building permit fees. No vote was taken it was just a discussion.

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.
Date: 

To Whom It May Concern:

This letter is to inform you that the Ashland Town Clerk has received written notice of the resignation of the following person:

Name: JANET M. RUSH

a member of BOARD OF ASSESSORS

Board, Commission or Committee Name

Effective Date of Resignation: JANUARY 10, 2019

As per the Town Code Section 8-3b, Notification of Appointed Vacancy to Appointing Authority, [Added 10-18-00 ATM, Art. 27, approved Acts of 2002, Ch. 53 and Annual Town Election 5-7-02]:

"In the event of a vacancy on a board, commission or committee, the Town Clerk, upon notification of such vacancy, shall, within ten (10) days of notification of such vacancy, notify in writing the designated appointing authority of the vacancy."

As per the Town Code Section 8-4a, "Should the appointing authority fail to fill a vacancy on a board, commission or committee within forty-five days of having been notified in writing by the Town Clerk of said vacancy, the Board of Selectmen shall then become the appointing authority and shall make such appointment(s) within forty-five (45) days thereafter."

Please note that a copy of the letter from JANET M. RUSH has been included for your records.

Name

Cc: Town Manager/Board of Selectmen
Chairperson of the Board, Committee or Commission
January 9, 2019
Tara M. Ward
Town Clerk
Town of Ashland
101 Main Street
Ashland, MA 01721

Dear Tara,

I am resigning from my elected committee position on the Ashland Board of Assessors as of January 10, 2019.

I want to thank Richard Ball, Steven Greenburg, David Rosenblum and yourself for all the support shown to me throughout the time I served on this board.

Sincerely,

Janet M. Rush
11 Belknap Circle
Ashland, MA 01721
SEB Housing
257 Hillside Ave
Needham, MA 02494

Town Clerk
Tara M. Ward
101 Main Street, 1st Floor
Ashland, MA 01721

01721-119199
Date: JANUARY 16, 2019

To Whom It May Concern:

This letter is to inform you that the Ashland Town Clerk has received written notice of the resignation of the following person:

Name: PATRICIA M. KENDALL

a member of: SUSTAINABILITY COMMITTEE

Board, Commission or Committee Name

Effective Date of Resignation: JANUARY 16, 2019

As per the Town Code Section 8-36, Notification of Appointed Vacancy to Appointing Authority, [Added 10-18-00 ATM, Art. 27, approved Acts of 2002, Ch. 53 and Annual Town Election 5-7-02);

"In the event of a vacancy on a board, commission or committee, the Town Clerk, upon notification of such vacancy, shall, within ten (10) days of notification of such vacancy, notify in writing the designated appointing authority of the vacancy."

As per the Town Code Section 8-4a, "Should the appointing authority fail to fill a vacancy on a board, commission or committee within forty-five days of having been notified in writing by the Town Clerk of said vacancy, the Board of Selectmen shall then become the appointing authority and shall make such appointment(s) within forty-five (45) days thereafter."

Please note that a copy of the letter from PATRICIA M. KENDALL has been included for your records.

Cc: Town Manager/Board of Selectmen
Chairperson of the Board, Committee or Commission
Board of Selectmen
Town Hall
101 Main Street
Ashland, MA 01721

01-15-19

Board of Selectmen,

Please accept my resignation from the Sustainability Committee. Though I still completely support the efforts of the Committee, I do not have the time in my current schedule to be an effective and contributing member. I am happy to have met several potential members with great passion and insightful ideas that can, I am confident, successfully fill my seat.

My best,

Pat Kendall

Patricia Kendall
Mr. Matthew Feola  
135 Pleasant Street  
Ashland, MA 01721

Dear Mr. Feola:

We were impressed with your skills and accomplishments and feel your background and experience is a good match for our present needs. It is with great pleasure that the Town of Ashland offers you the position of **Light Equipment Operator for the Highway Department**, with the following compensation package. This offer is contingent upon a successful pre-employment screening including: (1) a DOT physical and drug test (to set up the physical, please contact the HR Director, at 508-532-7910), (2) driver's license report (provided by you), (3) CORI check (see attached form and authorization), and (4) employment eligibility verification.

- The position is **full-time, 40 hours/week, non-exempt** and is offered at **Grade H03 Step 3 rate of $18.5189/hr.**
- You will be subject to the agreement between the Town of Ashland and Massachusetts Laborers District Council on behalf of Local Union 1156 of the Laborer’s International Union of North America AFL-CIO. Under this agreement, you will have a **six-month probationary period**.
- Upon successful completion of your six-month probationary period, you will receive a step increase to **H03 Step 4 rate of $19.4292**.
- DPW **staff schedule** as follows: **Monday through Friday, 6:30 am – 2:30 pm**
- Annual **COLA** and Performance-based **step increases**, based on an positive annual review;
- Sick and Vacation Paid Time Off **(PTO)** per the Union contract, and Town-paid holidays;
- **Insurance benefits**, if selected; participation in Middlesex County Retirement System.

We will plan for a starting date of Monday, February 11; please contact us if this needs to change. On your first day, Roy Correia, Deputy Director, will meet you at the DPW office. **Prior to your start date**, please be in touch with Kathy Arsenault, Payroll Coordinator, to complete employment forms. Kathy will let you know the appropriate documentation you need to bring for the completion of your new hire forms, including proof that you are presently eligible to work in the United States for I-9 purposes. Failure to provide appropriate documentation will result in immediate termination of employment in accordance with the terms of the Immigration Reform and Control Act. Feel free to contact my office with any questions.

If you are in acceptance of this employment offer, please sign below and return to Human Resources at your earliest convenience. I will request for consent from the Board of Selectmen at their next meeting for this appointment. If you have any questions, please feel free to contact me.

Congratulations and we look forward to having you as part of our team!

Sincerely,

Michael

cc: Lisa Ugliarolo,  
HR Director

Doug Small,  
DPW Director

Dan Maurer,  
General Foreman, Union Rep

Town of Ashland, Department of Public Works  
Light Equipment Operator: Highway  
Feola, Matthew 1/22/19

Page 1
Mr. Michael Ciaramicoli  
60 Providence Road, Apt. 2  
Grafton, MA 01519

Dear Mr. Ciaramicoli:

We were impressed with your skills and accomplishments and feel your background and experience is a good match for our present needs. It is with great pleasure that the Town of Ashland offers you the position of **Light Equipment Operator for the Highway Department/Stormwater Department**, with the following compensation package. This offer is contingent upon a successful pre-employment screening including: (1) a DOT physical and drug test (to set up the physical, please contact the HR Director, at 508-532-7910), (2) driver's license report (provided by you), (3) CORI check (see attached form and authorization), and (4) employment eligibility verification.

- The position is **full-time, 40 hours/week, non-exempt** and is offered at **Grade HO3 Step 3 rate of $18.5189/hr.**
- You will be subject to the agreement between the Town of Ashland and Massachusetts Laborers District Council on behalf of Local Union 1156 of the Laborer's International Union of North America AFL-CIO. Under this agreement, you will have a **six-month probationary period.**
- Upon successful completion of your six-month probationary period, you will receive a step increase to **HO3 Step 4 rate of $19.4292.**
- **DPW staff schedule** as follows: Monday through Friday, 6:30 am – 2:30 pm
- **Annual COLA and Performance-based step increases**, based on an positive annual review;
- **Sick and Vacation Paid Time Off (PTO)** per the Union contract, and Town-paid holidays;
- **Insurance benefits**, if selected; participation in Middlesex County Retirement System.

We will plan for a starting date of Wednesday, February 13; please contact us if this needs to change. On your first day, Roy Correia, Deputy Director, will meet you at the DPW office. **Prior to your start date**, please be in touch with Kathy Arsenault, Payroll Coordinator, to complete employment forms. Kathy will let you know the appropriate documentation you need to bring for the completion of your new hire forms, including proof that you are presently eligible to work in the United States for I-9 purposes. Failure to provide appropriate documentation will result in immediate termination of employment in accordance with the terms of the Immigration Reform and Control Act. Feel free to contact my office with any questions.

If you are in acceptance of this employment offer, please sign below and return to Human Resources at your earliest convenience. I will request for consent from the Board of Selectmen at their next meeting for this appointment. If you have any questions, please feel free to contact me.

Congratulations and we look forward to having you as part of our team!

Sincerely,

Michael

cc: Lisa Ugialoro, HR Director  
Doug Small, DPW Director  
Dan Maurer, General Foreman, Union Rep
Mr. Joseph Fossile  
43 Gordon Road  
Marlborough, MA 01752  

Dear Mr. Fossile:

We were impressed with your skills and accomplishments and feel your background and experience is a good match for our present needs. It is with great pleasure that the Town of Ashland offers you the position of **Light Equipment Operator for the Highway Department/Stormwater Department**, with the following compensation package. This offer is contingent upon a successful pre-employment screening including: (1) a DOT physical and drug test (to set up the physical, please contact the HR Director, at 508-532-7910), (2) driver’s license report (provided by you), (3) CORI check (see attached form and authorization), and (4) employment eligibility verification.

- The position is **full-time, 40 hours/week, non-exempt** and is offered at **Grade H03 Step 3 rate of $18.5189/hr.**
- You will be subject to the agreement between the Town of Ashland and Massachusetts Laborers District Council on behalf of Local Union 1156 of the Laborer’s International Union of North America AFL-CIO. Under this agreement, you will have a **six-month probationary period.**
- **Upon successful completion** of your six-month probationary period, you will receive a step increase to **H03 Step 4 rate of $19.4292.**
- **DPW staff schedule** as follows: **Monday through Friday, 6:30 am – 2:30 pm**
- Annual **COLA and Performance-based step increases**, based on an positive annual review;
- **Sick and Vacation Paid Time Off (PTO)** per the Union contract, and Town-paid holidays;
- **Insurance benefits**, if selected; participation in Middlesex County Retirement System.

We will plan for a starting date of Tuesday, February 12; please contact us if this needs to change. On your first day, Roy Correia, Deputy Director, will meet you at the DPW office. **Prior to your start date**, please be in touch with KathyArsenault, Payroll Coordinator, to complete employment forms. Kathy will let you know the appropriate documentation you need to bring for the completion of your new hire forms, including proof that you are presently eligible to work in the United States for I-9 purposes. Failure to provide appropriate documentation will result in immediate termination of employment in accordance with the terms of the Immigration Reform and Control Act. Feel free to contact my office with any questions.

If you are in acceptance of this employment offer, please sign below and return to Human Resources at your earliest convenience. I will request for consent from the Board of Selectmen at their next meeting for this appointment. If you have any questions, please feel free to contact me.

Congratulations and we look forward to having you as part of our team!

Sincerely,

Michael

cc: Lisa Uglialoro, HR Director  
Doug Small, DPW Director  
Dan Maurer, General Foreman, Union Rep
MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF ASHLAND
AND
MASSACHUSETTS LABORERS' DISTRICT COUNCIL 1156

This MEMORANDUM OF AGREEMENT is entered into by and between the Town of Ashland (hereinafter "the Town") and the Massachusetts Laborers' District Council 1156, ("Union");

WHEREAS, the Town and the Union are parties to a collective bargaining agreement for the period July 1, 2017 through and including June 30, 2018; and,

WHEREAS, the Town and the Union have, pursuant to Massachusetts General Laws, Chapter 150E negotiated a successor contract for the aforementioned agreement;

NOW, THEREFORE, in consideration of mutual covenants and promises, the Parties agree that the following changes will be made to the Parties' July 1, 2015 through and including June 30, 2018 agreement:

1. Article 1: Recognition

Delete the second paragraph.

2. Article 2: Employees Rights & Representation

Modify Article 2 as follows:

2.1. Section 3: Change language to read: "The Town-Union agrees to indemnify and save the Town harmless against any and all claims, suits, or other forms…"

2.2. Section 5: Change language to read: "To the extent permitted by the work requirements of the Town's departments…"

2.3. Add Section 6 to read as follows: "No employee, who has successfully completed his/her employment probationary period, shall be disciplined or discharged except for Just Cause."

3. Article 5: Seniority

Section 3: Modify last paragraph to read as follows:

Upon successful completion of thirty (30) days of employment, an employee shall be entitled to the sick leave and holiday benefits provided by this Agreement even though they may still be within the probationary period. Probationary employees shall not be entitled to vacation leave during their probationary period. Upon successful completion of the probationary period, an employee shall receive retroactive entitlement to any vacation to which he would otherwise have been entitled to had he not been a probationary employee. Any vacation so earned will be taken within one (1) calendar year of the completion of the probationary period.
4. **Article 7: Posting**

Paragraph 2: Rewrite the second paragraph to read as follows:

Any employee who wishes to be considered for the vacant position shall apply, in writing, to the appointing authority within one (1) week of the date of the posted notice. The Town Manager, or his/her designee, shall interview all applicants and shall determine which applicants meet the physical and skill qualifications and also have the proper licenses of the vacant position. If the Town Manager, or his/her designee, shall determine that one or more applicants possess the necessary qualifications it shall give the position to the employee deemed most qualified. The determination of the Town Manager shall be final and shall not be subject to the grievance provisions of this Agreement.

5. **Article 10: Uniforms**

5.1. Section 1: Increase clothing allowance to $800.00 annually by modifying the following sentence as follows:

In addition, such permanent full-time employee shall he entitled to receive a clothing allowance of $700.00 $800.00 per year.

5.2. Add new section “Section 1A” to read as follows

Effective 7/1/2019, The Town shall provide the following Town-branded uniform items to newly hired employees:

5 t-shirts
1 long-sleeved shirt
2 sweatshirts
1 jacket

If a newly hired employee leaves the employment of the Town for any reason before the end of the employee’s probationary period, the employee must return the above items received.

All employees currently employed in good standing as of 6/30/2019 shall also receive the above uniform items. If a currently employed employee leaves the employment of the Town for any reason before the end of the employee’s probationary period, the employee must return the above items received.

The Town shall provide to each employee four (4) additional Town-branded t-shirts at the beginning of each fiscal year after the employee’s first fiscal year employed.

The Town may replace uniform items at its discretion.

5.3. Rewrite Section 4 to read as follows:
Effective 7/1/2019, clothing allowance checks and longevity payments shall be paid in combination with payroll checks. $400.00 shall be added to each eligible employee’s paycheck on the first paycheck following October 1, and April 1, of each fiscal year.

6. **Article 11: Grievance Procedure**

Modify Article 11 Grievance Procedure to replace each instance of “Superintendent” with “Director, or his/her designee”.

7. **Article 13: Wages**

7.1. There shall be a COLA increase to the Salary Schedule as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/18</td>
<td>3%</td>
</tr>
<tr>
<td>7/1/19</td>
<td>2%</td>
</tr>
<tr>
<td>7/1/20</td>
<td>1%</td>
</tr>
</tbody>
</table>

7.2. Modify the Section 2 longevity grid to read as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Stipend, effective 7/1/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 but less than 10</td>
<td>$600.00</td>
</tr>
<tr>
<td>10 but less than 15</td>
<td>$700.00</td>
</tr>
<tr>
<td>15 but less than 20</td>
<td>$800.00</td>
</tr>
<tr>
<td>20 but less than 25</td>
<td>$900.00</td>
</tr>
<tr>
<td>25 and greater</td>
<td>$1100.00</td>
</tr>
</tbody>
</table>

7.3. **Section 3: Modify to read as follows:**

Section 3. Each employee shall be entitled to compensation at the next higher step of the employee's classification upon each classification anniversary date until the employee has reached Step 7, provided the employee’s performance has been documented as meeting expectations in every category and not consistently performing below expectations in any category. Performance reviews will reflect documented disciplinary actions.”

7.4. **Modify the second sentence in Section 4 to read as follows:**

Such compensatory time shall not be allowed to accumulate above thirty-two (32) forty (40) hours and shall be taken prior to the end of the fiscal year.

7.5. **Add new section “Section 6” to read as follows:**

Employees that possess the following licenses on July 1 of a particular fiscal year shall be paid the following stipends. This stipend will be paid separately from pay on July 1 of a particular fiscal year. The maximum annual combined stipend for licenses may not to exceed $750.
<table>
<thead>
<tr>
<th>LICENSE (MA only)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hoisting Class 4G</td>
<td>$100</td>
</tr>
<tr>
<td>CDL – Tanker endorsement</td>
<td>$100</td>
</tr>
<tr>
<td>CDL – Class A Operators license</td>
<td>$100</td>
</tr>
<tr>
<td>CDL – Hazmat endorsement</td>
<td>$100</td>
</tr>
<tr>
<td>Mass Pesticide Applicator License</td>
<td>$150</td>
</tr>
<tr>
<td>HWY/CPT Certified Arborist</td>
<td>$200</td>
</tr>
<tr>
<td>Drinking Water Operator – D1</td>
<td>$100</td>
</tr>
<tr>
<td>Drinking Water Operator – D2</td>
<td>$200</td>
</tr>
<tr>
<td>Drinking Water Operator – D3</td>
<td>$400</td>
</tr>
<tr>
<td>Drinking Water Operator – D4</td>
<td>$500</td>
</tr>
<tr>
<td>Backflow Tester</td>
<td>$100</td>
</tr>
<tr>
<td>Backflow Surveyor</td>
<td>$100</td>
</tr>
</tbody>
</table>

There shall be no pyramiding for stipends (i.e. if you get a D2 stipend you do not also get a D1 stipend).

8. **Article 14: Vacation**

Delete and rewrite Article 14 to read as follows:

8.1. **Section 1.** Permanent full-time employees shall be entitled to vacation leave with pay according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Vacation leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least</td>
<td>But less than</td>
</tr>
<tr>
<td>6 months</td>
<td>1 year</td>
</tr>
<tr>
<td>1 year</td>
<td>5 years</td>
</tr>
<tr>
<td>5 years</td>
<td>10 years</td>
</tr>
<tr>
<td>10 years</td>
<td>20 years</td>
</tr>
<tr>
<td>20 years</td>
<td>More than 20 years</td>
</tr>
</tbody>
</table>

Permanent part time employees shall be granted that proportion of vacation leave which their part time service bears to full time service.
8.2. Section 2. An employee who reaches his/her anniversary date, which would entitle the employee to additional vacation leave, will receive one additional vacation day for each seventy-three-day period between the employee's anniversary date and the following June 30th.

Formula: \((\text{June 30th} - \text{anniversary date}) \div 73 = \# \text{ of additional vacation days rounded down to the nearest whole number}\)

Examples:

a. Anniversary date is January 5th
   June 30th – January 5th = 176 days
   \[ 176 \div 73 = 2.41 \]
   additional vacation leave = 2 days

b. Anniversary date is November 8
   June 30th – November 8th = 234 days
   \[ 234 \div 73 = 3.21 \]
   additional vacation leave = 3 days

c. Anniversary date is May 15th
   June 30th – May 15th = 46 days
   \[ 46 \div 73 = 0.6 \text{ days} \]
   additional vacation leave = 0 days

8.3. Section 3. Vacation entitlement shall be based on the employee's anniversary date which falls in a given fiscal year (July 1 - June 30). An employee who becomes entitled to vacation in a given fiscal year shall take his/her earned vacation in the following fiscal year, which begins on the July 1 next following his/her anniversary date.

Employees may not carry over more than 5 days of earned vacation leave beyond the end of a fiscal year without prior approval of the Town Manager, in which case a specified time period for taking the vacation leave shall be designated.

Vacation will be scheduled at the mutual convenience of the employee and the employee's department. All requests for vacation leave must be approved, whenever possible, two (2) weeks in advance by the employee's department head or the department head's designee. Such requests will not be unreasonably denied but may be denied if the needs of the employee's department require it. Where more employees request vacation leave during a given period than can be granted, the senior employee shall have first preference in receiving leave. Seniority preference shall apply to vacation leave requests received more than sixty (60) days prior to the vacation period sought. An exception to seniority preference may be made by the Town Manager for those vacations which require long term reservations.

Vacation leave earned in the service of the Commonwealth of Massachusetts, or any of its political subdivisions, or of the United States, shall not be transferred to the Town of Ashland.

An employee who has earned, but has unused, vacation leave to his/her credit and who leaves the employ of the Town for any reason shall receive compensation for such unused vacation leave as part of the employee's final paycheck.

Vacation leave shall not accrue while on unpaid leave.

9. Article 20: Duration of Agreement
This Agreement shall take effect as of July 1, 2018, and shall continue in full force and effect through June 30, 2021. On or before October 1, 2020, either party may require the other in writing to negotiate a new contract or agreement. Within a reasonable time after delivery of such notice, the parties shall meet to negotiate a new agreement. In the event that such new agreement has not been executed prior to June 30, 2018 the parties agree to be bound by the terms and provisions of the within Agreement pending completion of negotiations.

10. Article 21: Create a new Article to read as follows:

Article XIX

**Professional Development and Licenses:**

Section 1: Approval

Any non-probationary employee may apply to the Director of Public Works for approval of training in the form of job-related educational classes or acquiring of a job-related license. The Director of Public Works and the Human Resources Director shall have discretion over whether an educational class or license is related enough to the employee’s position or to a possible promotional position to be eligible for approval.

If approved, the Town shall pay for licensing fees, class tuition, and books for the aforementioned classes up to $1000.00 per fiscal year. If the class of license is exceptionally related to the needs of the Department the Directors may approve an amount beyond $1000.00.

Section 2: Payback

If an employee voluntarily ends employment with the Town and has received training under Section 1 of this Article within 180 days of the last day of employment the employee shall be required to pay back the Town an amount of money equal to the amount the town paid for the training.

This Agreement is subject to ratification by the Town of Ashland and by the Massachusetts Laborers’ District Council 1156. and to appropriation. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

This Agreement has been duly executed by authorized representatives of the Town of Ashland and by the Massachusetts Laborers’ District Council 1156.

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this _____ day of January, 2019.

FOR and on behalf of the Town:  
Dated: _________________

FOR and on behalf of Union:  
Dated: _________________
TOWN OF ASHLAND
LICENSE TO ENTER AND USE AFFORDABLE HOUSING TRUST TOWN-OWNED PROPERTY

This License ("License" or "Agreement") is a license, by and between the Town of Ashland Affordable Housing Trust, u/d/t dated March 4, 2009 and recorded in the Southern Middlesex Registry of Deeds in Book 52568, Page 192. ("Licensor") and the Town of Ashland ("Licensee" or the "Town"), both having a principal place of business at 101 Main Street, Ashland, Massachusetts.

WHEREAS, Licensor is the owner of certain land located at 6 Cherry Street, Ashland, MA (the "Licensed Premises") known as the Corner Spot;

WHEREAS, Licensee desires to enter upon the Licensed Premises for the purposes described in Section 4 of this License;

Grant of License

1. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor grants the privileges of such entry, the permitted uses defined in Section 4 of this License, and the other privileges set forth in this License, and Licensee accepts the same, upon the terms and conditions hereinafter set forth:

REFERENCE DATA

i. Date of License:

ii. Mailing Address of Licensor: Ashland Affordable Housing Trust
   101 Main Street
   Ashland, MA 01721
   Telephone Number:
   Email address:

iii. Mailing Address of Licensee: Town of Ashland
    101 Main Street
    Ashland, MA 01721
    Telephone Number:
    Email address:

iv. Licensed Premises: The Corner Spot – 6 Cherry Street Ashland, MA

v. Permitted Use: Temporary pop-up/short-term retail and commercial use

vi. Term of License: Twelve (12) months, as further defined in Section 6 of this License.

vii. Fee for Use: $ 50 per business, per week.
2. **LICENSED PREMISES**

   i. Entry and use are limited to the Licensed Premises;
   
   ii. Licensee’s employees, agents, contractors, representatives and invitees shall have, as appurtenant to this License, the non-exclusive use, in common with others entitled thereto, of any sidewalks, driveways, parking area, and entrances and exits from public streets and highways serving the Licensed Premises.

3. **CONDITION OF THE LICENSED PREMISES**

Licensee acknowledges and agrees as follows:

   i. Licensee accepts the Licensed Premises in “as-is, where-is” condition.
   
   ii. Licensor is under no obligation to make any repairs, renovations, or alterations to the Licensed Premises.
   
   iii. Licensor has made no representations or warranties whatsoever regarding the condition of the Licensed Premises, including, without limitation, no representations or warranties regarding fitness of the Licensed Premises for Licensee’s Permitted Use as described in Section 4 below.

4. **PERMITTED USES**

   i. Licensee shall use the Licensed Premises only for the purposes of temporary, short-term (“Pop-up”) retail and commercial use, including a public sitting area and children’s area, temporary retail structure and temporary storage structure, all in compliance with applicable rules, regulations, and laws (all of the foregoing, the “Permitted Use”).
   
   ii. Any other purposes or uses may be undertaken only with advance written permission of Licensor.
   
   iii. Licensee’s use of the Licensed Premises shall be in accordance with all applicable state, federal, and local laws and regulations.

5. **LICENSEE’S EQUIPMENT**

Licensee, or their agents, employees, volunteers, contractors, representatives and invitees may bring such vehicles and other equipment upon the Licensed Premises for maintenance and repair purposes, provided, however, no vehicles or equipment shall remain upon the Licensed Premises for any period of time beyond what is reasonably necessary to (a) perform such maintenance or repairs, or (b) conduct the Permitted Use as defined herein in Section 4.

6. **TERM**

   i. The term of this License shall twelve (12) months.
ii. The term of this License shall commence on January 1, 2019, and shall expire on December 31, 2019, unless terminated earlier in accordance with the terms of Section 17.

iii. Subject to the sole discretion of Licensor, at the request of Licensee, the term of this License may be extended for additional terms on the same terms and conditions herein, but in no case shall exceed 18 months.

7. **HOURS OF OPERATION**

   i. The Corner Spot will be open daily from dusk to dawn. Licensee may change hours upon notice to Licensor.

   ii. After hours, Licensee shall have the right to be on the Licensed Premises for private office hours and maintenance and repair activities.

8. **PERMITS**

   It shall be the responsibility of Licensee to obtain any permit or license which may be necessary for the ongoing operation, use and maintenance by Licensee of the Licensed Premises, at Licensee's sole cost and expense. Licensor agrees to cooperate with Licensee in connection with applying for and obtaining any such permit or license.

9. **SITE ALTERATIONS**

   i. Licensee shall not make any structural alterations or additions to the Licensed Premises.

   ii. All non-structural alterations shall be at Licensee's expense.

   iii. Any alterations or improvements made by Licensee shall be removed by the Licensee at termination.

   iv. Licensee shall not permit any mechanics' liens or similar liens to remain upon the Licensed Premises for labor and material furnished to Licensee or claimed to have been furnished to Licensee in connection with work of any character performed or claimed to have been performed at the direction of Licensee, and shall cause any such lien to be released of record forthwith without cost to Licensor.

10. **UTILITIES**

   i. Licensee agrees to pay for 100% of all utilities costs, including heat, water, electricity, telephone and internet, serving the Leased Premises.

   ii. Licensee acknowledges that the Licensed Premises currently contains adequate electrical supply. Should Licensee desire any additional electrical line supply, Licensee agrees to bear the full cost and expense of the installation of any such additional electrical line supply, subject to the prior written consent and approval of Licensor.

   iii. Licensee agrees that the provision of the above utilities is subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for the Licensed Premises, or to any cause beyond the Licensor's control.

   iv. Licensee to provide telephone service at its own expense for services and equipment. Licensee will provide phone number(s) to the Town as soon as practical after the execution of this License.
11. **CONDUCT OF LICENSEE**

i. **Compliance with Laws**
   Licensee shall at all times operate the Licensed Premises in accordance with all applicable laws, statutes, ordinances, regulations, permits, and licenses.

ii. **Repair of Damage**
   Licensee shall neither cause nor suffer any waste of the Licensed Premises and shall maintain the Licensed Premises in good order at all times as hereinafter described. Licensee’s responsibilities shall include, but not be limited to, the repair of any and all damage or breakage resulting from acts of vandalism or the intentional or negligent acts of Licensee or others, but excluding damage or breakage caused by employees, agents, contractors, representatives or invitees of Licensor or members of the public who entered onto the Licensed Premises for purposes unrelated to Licensee’s use. All repairs required to be made by Licensee shall be performed by Licensee in a manner reasonably satisfactory to Licensor. If Licensee fails to commence making a repair for which it is responsible under this section within five (5) business days after its receipt of notice from Licensor demanding such repair, Licensor shall have the option to make such repairs for the account of Licensee, in which event Licensee shall reimburse Licensor for any and all reasonable actual out of pocket costs incurred by Licensor to make such repairs. Licensee shall make payment within ten (10) business days after written demand by Licensor.

iii. **Sanitation**
    Licensee shall maintain the Licensed Premises in a sanitary condition and shall follow all reasonable directions of Licensor with regard to the collection and disposal of refuse.

iv. **Care and Maintenance of Premises**
    Licensor shall deliver the Premises to Licensee in good order and repair, unless otherwise indicated herein. Licensee shall, at its own expense and at all times, shall maintain and keep the interior of the Premises in a good and safe condition, subject to reasonable wear and tear. Licensee shall be responsible for the maintenance and repair of all building systems, including, electrical wiring, plumbing, and any other system upon the premises, including the roof, exterior walls, and structural foundations.

v. **Cost of Operations**
    Except as otherwise expressly set forth in this License, Licensee shall be responsible for any and all costs and expenses associated with Licensee’s operations upon the Licensed Premises.

vi. **Operations Limited to Permitted Uses**
    Licensee shall not conduct, nor permit any of its employees, agents, contractors, representatives or invitees to conduct, any operations or business upon the Licensed Premises except for the Permitted Use and other uses permitted by this License, unless prior written authorization is provided by Licensor. Any such additional authorization shall be given or denied solely at Licensor’s discretion.

vii. **Hazardous Materials**
    Licensee agrees that Licensee shall not cause or permit any Hazardous Material to be used, generated, stored, or disposed of on, under, or about, or transported to or from the Licensed Premises. As used herein, “Hazardous Material” shall be defined as provided in Section 2 of Chapter 21E of the General Laws of Massachusetts and the regulations promulgated
thereunder, as such laws and regulations may by amended from time to time. “Hazardous Material” does not include ordinary cleaning products, household paint, and gardening or landscaping material to be used in connection with the Offices.

viii. **Surrender of Licensed Premises**
Upon the expiration or earlier termination pursuant to Section 17 of this License, Licensee shall immediately vacate and surrender the Licensed Premises to Licensor, except that Licensee may enter the premises for the purposes of removal of Licensee’s property and restoration as set forth herein. Licensee shall, within 30 days following the date of such expiration or termination, remove all of Licensee’s property from the Licensed Premises and restore the Licensed Premises to the condition the Licensed Premises were in at the commencement of this License, reasonable wear and tear and damage by fire or other casualty only excepted, and subject further to any obligation Licensee may have hereunder to make repairs or improvements to the Licensed Premises. Upon agreement of the parties, Licensee may abandon all or part of its property improvements it has made in place. If any of Licensee’s personal property remains on the Licensed Premises more than 30 days after the expiration or earlier termination of this License without a written agreement between the parties, said property shall be deemed abandoned and may be retained by Licensor without any compensation to Licensee, or said property may be removed and either stored or disposed of by Licensor at the sole cost and expense of Licensee.

12. **ASSUMPTION OF RISKS**

i. Licensee agrees that Licensee shall use and occupy the Licensed Premises at Licensee’s own risk, and Licensor shall not be liable to Licensee for any death or personal injury, or for any loss or damage to vehicles, equipment, fixtures, or other personal property of Licensee that are brought upon the Licensed Premises except for any death, personal injury, loss or damage, arising or resulting from the acts, omissions or negligence of Licensor or the officers, agents, contractors, representatives and employees of Licensor.

ii. Without limiting the foregoing, Licensor shall have no liability to Licensee or to Licensee’s invitees for any injury, death, loss, or damage caused by any act of Licensee’s invitees, officers, agents, contractors, employees, or members of the general public.

13. **INDEMNIFICATION**

i. To the extent permitted by law, the Licensee shall indemnify Licensor and save Licensor harmless from and against any and all injury, loss, claim, action, damage, or liability arising solely out of any act, failure to act, or negligence of Licensee, or of Licensee’s officers, agents, contractors, employees, or invitees relating to the Licensee’s use of the Licensed Premises, any failure on the part of the Licensee to comply with any provision or term of this License, or relating to the exercise by the Licensee of rights under this License. This indemnity and hold harmless agreement shall include indemnity against all reasonable actual out of pocket costs, expenses, and liabilities, including reasonable attorney’s fees, in connection with any such injury, loss, or damage or any such claim, or any proceeding brought thereon or in defense thereof, relating to the Licensee’s use of the Licensed Premises, any failure on the part of the
Licensee to comply with any provision or term of this License, or relating to the exercise by the Licensee of rights under this License.

ii. Any negligent, reckless, unauthorized, or wrongful act on the part of any member of the public using the Licensed Premises shall be the sole responsibility of that individual.

14. **INSURANCE**

Licensee shall keep in force, at Licensee’s sole cost and expense during the full term of this License and during such other times as Licensee occupies the Licensed Premises or any part thereof, the following insurance policies:

i. Comprehensive general liability insurance insuring Licensee against all claims and demands for personal injury or damage to property that may be claimed to have occurred upon or about the Licensed Premises. Said insurance shall be written on an occurrence basis to afford protection in the amount of $1,000,000 per occurrence/ $3,000,000.00 annual aggregate for personal and bodily injury and death and for property damage, with a so-called “broad-form” endorsement and contractual liability coverage insuring the performance by Licensee of the indemnity agreements set forth in Section 13 of this License. Licensor shall be named as an additional insured.

ii. Vehicle Liability Insurance covering each vehicle of Licensee entering the Licensed Premises in an amount of at least $1,000,000 bodily and property damage per accident. Licensor shall be named as an additional insured.

iii. If applicable, workers Compensation Insurance shall be provided as required by law. Include Employers Liability Part B.

iv. Umbrella Liability of at least $2,000,000/occurrence, $2,000,000/aggregate. The Licensor shall be named as an additional insured.

v. All insurance coverage required by this Section 14 shall be by standard policies obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts.

vi. Each said insurance policy shall name the Town of Ashland as an additional insured and shall contain a provision stating that such coverage shall not be cancelled, reduced, or otherwise materially altered without at least ten (10) days prior written notice to Licensee, who in turn shall be responsible for providing immediate notice of cancellation to Licensor.

vii. If Licensee fails to obtain or to maintain any of the insurance coverage required by this Section 14, or if any of the required insurance policies is cancelled, it shall be grounds for immediate termination of this License as provided in Section 17 of this License.

viii. One or more certificates of insurance showing insurance coverage as required by this Section 14 are attached hereto and made a part hereof as *Exhibit B*.

15. **ASSIGNMENT & SUBLICENSEING**

Licensee shall be permitted to enter into a sublicense with vendors operating under this License for a portion of the premises without obtaining, in each instance, the prior written consent of Licensor.
16. **RIGHTS OF LICENSOR TO ENTER**

i. Licensor reserves the right to enter upon the Licensed Premises at any time to make repairs, perform maintenance, inspect the Licensed Premises, show the Licensed Premises to others, monitor compliance with this License, or for any other reason. Licensor shall exercise such right of entry in a manner that does not unreasonably interfere with Licensee’s use of and operations on the Licensed Premises.

ii. Licensee shall not interfere with the exercise of this right and shall cooperate with Licensor and their agents.

17. **TERMINATION**

This License shall expire on the date specified in Section 6(ii), unless extended in compliance with the terms of this License and all other requirements of law, or unless terminated earlier under the following conditions:

i. **Without Cause.** If circumstances that were unanticipated at the time this License was issued, or that are beyond the control of Licensee or Licensor, result in an inability to continue this License for its full term, then either Licensee or Licensor may terminate this License by giving written notice to the other party at least 72 hours prior to the effective date of termination stated in the notice.

ii. **For Breach.** Notwithstanding the foregoing, each party can terminate this License upon 48 hours prior written notice to the other if the other party fails to comply with the terms of this License (provided said notice specifies the default and that the non-complying party fails to cure the default within said 48 hour period or, if with due diligence such cure cannot be effected within said 48 hour period, if Licensee has failed to commence to cure the same within the 48 hour period or failed thereafter to proceed promptly and with due diligence to cure such default). The notice shall specify in reasonable detail the nature of the alleged breach or non-compliance.

iii. **Emergency.** If Licensor determines that it is necessary to terminate this License or suspend Licensee’s rights hereunder immediately in order to prevent imminent injury or damage to persons or property, or to protect state or federal funds, Licensor may terminate this License or suspend Licensee’s rights hereunder by providing written notice to Licensee stating the grounds for said termination or suspension. Said notice may be given in the form of a letter hand delivered (including, without limitation, delivery by Federal Express or other overnight delivery service) or other reasonable written means, and this License shall be terminated or suspended, as the case may be, upon delivery of said notice to Licensee.

iv. **Surrender of Premises.** In the event this License is terminated in accordance with any of the provisions of this Section 17, this License shall come to an end as fully and completely as if the term had expired on the date set forth in Section 6, and Licensee shall vacate and surrender the Licensed Premises as provided in Section 11(ix).

v. **Entry by Licensor.** Within 24 hours following the expiration or earlier termination of this License, or any time prior thereto, Licensee may enter upon the Licensed Premises to remove Licensee’s property. Upon agreement of the parties, Licensee may abandon all or part of its property improvements it has made in place. If any of Licensee’s personal property remains on the Licensed Premises more than 48 hours after the expiration or earlier termination of this License without a written agreement between the parties, said property shall be deemed abandoned and may be retained by Licensor without any compensation to Licensee, or said property may be removed. If Licensee does not cease to operate the Administrative Office upon expiration or earlier termination of this License, Licensor may enter upon
the Licensed Premises or any part thereof to secure the Premises so as to exclude the Licensee and its agents or invitees. This remedy shall be without prejudice to any other remedies that Licensor may have for breach of this License by Licensee.

vi. **Liability.** A termination of this License in accordance with any of the provisions of this Section 17 shall not impair any other rights and remedies available to the parties at law or in equity.

vii. **Waiver.** Licensee expressly waives any right to damages related to such termination, including, without limitation, incidental or consequential damages.

18. **NO ESTATE CREATED**

i. This License shall not be construed as creating or vesting in Licensee any estate in the Licensed Premises, but only the privileges of entry and use as herein described.

ii. Licensee understands, acknowledges, and agrees that Licensee is acquiring no interests or rights whatsoever in or to the Licensed Premises by virtue of this License other than the privileges of entering and using the Licensed Premises in accordance with the provisions of this License.

iii. Licensee shall have no right to require specific performance of the obligations of Licensor hereunder.

19. **NON-DISCRIMINATION**

i. Licensee shall not discriminate against any qualified employee, applicant for employment, subcontractor, or person or firm seeking to provide goods or services to Licensee, nor shall Licensee deny any person access to the Licensed Premises or to any activities or programs carried out pursuant to this Licensee because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.

ii. Licensee shall comply with all applicable federal and state statutes, rules, and regulations prohibiting discrimination in employment and accommodations.

20. **NOTICES**

i. Unless otherwise expressly permitted hereunder, all notices or other communications required or permitted to be given under this License shall be in writing and signed by a duly authorized representative of the party giving the notice, and shall be given by hand delivery (including, without limitation, courier, Federal Express, or other overnight delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested.

21. **INTEGRATION**

This Agreement, including the Exhibits attached hereto, constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, proposals, offers, counteroffers, agreements and understandings of the parties regarding said subject matter, whether written or oral, all of which are hereby merged into and superseded by this Agreement.

22. **MISCELLANEOUS PROVISIONS**

i. This License may not be modified except in a written document duly executed by both parties.
ii. If any portion of this License is declared to be illegal, unenforceable, or void, then all parties to this License shall be relieved of all obligations under that portion, provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

iii. No consent or waiver, whether express or implied, by Licensor to or of any breach of the terms of this License by Licensee shall be construed as a consent or waiver to or of any other breach. No waiver of any breach or default or other indulgence shall be effective unless expressed in writing by Licensor.

iv. The Preamble of this License is an integral part of this License and not mere recitals.

v. The captions in this License are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this License or any of the provisions hereof.

vi. No official, employee, or consultant of the Town of Ashland shall be personally liable to any person on account of any alleged breach of this License, or for any act, failure to act, or other matter arising out of the execution of this License or the performances of the parties’ obligations hereunder.

vii. This License shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

viii. This License is to take effect as a sealed instrument.

ix. **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay or failure in performance or any interruption of service resulting, directly or indirectly, from an act of God, fire, explosion, riots, acts of terrorism, computer hardware or software failures or breakdowns, failure in communication equipment, or similar causes or occurrences beyond the reasonable control of either party.

x. **Counterparts.** This License may be executed in any number of counterparts, and by any party on separate counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. Signatures to this License transmitted by telecopy or electronic mail shall be valid and effective to bind the party so signing.

xi. The following exhibits and attachments are made a part of this License for all purposes:

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**Exhibit A** – Plan of Licensed Premises

**Exhibit B** – Certificate of Insurance

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[SIGNATURE PAGE TO FOLLOW]
WITNESS the duly authorized signatures of Licensee and Licensor on three (3) counterparts of this License, each of which shall be considered to be an original, for all intents and purposes. This License shall be valid upon, but not before, the delivery of a fully executed counterpart to Licensee by Licensor.

**LICENSOR:** Town of Ashland Affordable Housing Trust

By: 

Date

Date

Date

**LICENSEE:** The Town of Ashland, Massachusetts, By its Board of Selectmen

By: 

Date

Date

Date
Historical Commission

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

Commission Members

- Vacancy
  Term Expires 8/31/21
  Appointed by Board of Selectmen

- Vacancy
  Term Expires 8/31/19
  Appointed by Board of Selectmen

- James J. Norton, Secretary
  Term Expires 8/31/20
  Appointed by Board of Selectmen

- Vacancy
  Term Expires 8/31/20
  Appointed by Board of Selectmen

- Vacancy
  Term Expires 8/31/21
  Appointed by Board of Selectmen

- Vacancy
  Term Expires 8/31/21
  Appointed by Board of Selectmen

- A.J. Gomperline
  Term Expires 8/31/19
  Appointed by Board of Selectmen
APPLICATION/DETERMINATION FOR DEMOLITION OF A HISTORICAL BUILDING

DATE OF APPLICATION: 1-8-2019

DATE OF BUILDING BUILT: 1900
(ASSESSOR’S RECORD OF WHEN BUILT/AGE OF BUILDING)

ADDRESS OF BUILDING: 229 EAST UNION

OWNER’S NAME: ROBERT CONRADE & YVONNE TUCK

OWNER’S ADDRESS: 1 SHORE RD, ASHLAND, MA

OWNER’S PHONE#: 774-217-3338 PAUL BARBIERI

DESCRIPTION OF TYPE OF BUILDING AND CONDITION REQUIRING DEMOLITION:
Single Family, Years of Neglect

DATE OF DEED/ASSESSORS RECORD ATTACHED:

DESCRIPTION OF PROPOSED REUSE: Single Family Home
December 12, 2018

To whom it may concern,

Thomas Barbieri and/or Paul Barbieri are permitted to act on our behalf for our property located at 229 East Union Street Ashland as pertains to obtaining a building permit, including seeking a variance if necessary, and a permit for demolition of the building on the property.

Yvonne Tuck

Robert Gonfrade
## Residential Property Record Card

### PARCEL INFORMATION
- **Parcel ID:** 014/016.0-0004-0000.0
- **MAP:** 016.0
- **BLOCK:** 0004
- **LOT:** 0006.0
- **Parcel Address:** 229 EAST UNION ST
- **FY:** 2019

### RESIDENCE INFORMATION
- **Style:** CO
- **Tot Rooms:** 8
- **Main Flr Area:** 082
- **Sewer:** Exempt-BA.% 0/0
- **Resid-BA.%:** 102/102
- **Comm-BA.%:** 0/0
- **Use Code:** 101
- **Sale Price:** 100
- **Road Type:** T
- **Owner:** GONFRADE LILIANE A
- **Sale Date:** 13/04/1990
- **Mile Code:** 0072
- **Sale Valid:** A
- **Entrance:** X
- **Granor:** GONFRADE C & R J
- **Sale Type:** P
- **Pgs:** 0572
- **Rd Condition:** P
- **Trafic:** M
- **Wtr:** PS
- **Collect Id:** REB
- **Address:** 229 EAST UNION ST
- **ToT Flr Area:** 1976
- **Sewer:** SW
- **Resid-BA.%:** 102/102
- **Comm-BA.%:** 0/0
- **Resid-BA.%:** 102/102
- **Comm-BA.%:** 0/0

### LAND INFORMATION
- **NSHD CODE:** 303
- **NBHD CLASS:** 1
- **ZONE:** R1
- **Seg Type Code:**
- **ACR:** S
- **Enter Yr Bldg:** 1982
- **ACR:** S
- **Year Bldg:** 1800
- **ACR:** S
- **Bldg Total:$:** 161,800
- **ACR:** S
- **Revenue:** 30000
- ** Gleass:** 1
- **ACR:** S

### DETACHED STRUCTURE INFORMATION
- **ST:**
- **缚:**
- **Elec:**
- **Furn:**
- **EVR:**
- **Grade:**
- **Cost Bldg:**
- **%Good P/F/R:**
- **Market Value:**
- **Cost:**

### VALUATION INFORMATION
- **Current Total:** 370,000
- **Prior Total:** 390,000
- **Bldg:** 163,800
- **Land:** 204,000
- **MktLnd:** 207,100
- **MktLnd:** 204,980
- **JAN 6 2019

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*No Picture Available*
I, ROBERT J. CONFRADO, Executor under the Will of Constance Confrado, appointed on April 11, 1989, by the Middlesex Probate Court, Docket No. 89P06371 of Ashland, Middlesex County, Massachusetts, in consideration of Less than One Hundred ($100.00) Dollars, grant to LILLIANE A. CONFRADO of 17 West 64th Street, New York, New York with quitclaim resumate

A certain parcel of land with the buildings thereon situated in Ashland, Middlesex County, Massachusetts, being shown as Lot B-2 on a subdivision plan entitled "Plan of Land in Ashland, Mass. Owner: Applicant: Estate of Constance D. Confrado, 229 East Union Street, Ashland, Mass. Prepared By: Chamber Engineering, 34 Williams Road, Ashland, Mass. Scale 1" = 40' Date: December 3, 1989", and being Plan No. 472 recorded with Middlesex South District Registry of Deeds in Book 26581, Page 511, and bounded and described on said plan as follows:

NORTHEVERLY by land now or formerly of the Congregation of the Sisters of Saint Joseph, 233.46 feet;
EASTERLY by Lot B-1, as shown on said plan, in two courses, 69.90 feet and 106.03 feet;
SOUTHERLY by land now or formerly of Charles D. McKenzie, 173.02 feet; and
WESTERLY by East Union Street, as shown on said plan, 140.66 feet,

Containing, according to said plan, 30,304 square feet of land, more or less.

Being a portion of the premises conveyed to Peter A. Confrado and Constance Confrado by deed dated June 2, 1948, and recorded with Middlesex South District Registry of Deeds, Book 7211, Page 370.

Executed on a sealed instrument this 28th Day of December 1990.

Robert J. Confrado

The Commonwealth of Massachusetts

SIGNED this
November 28,...

Then personally appeared the above named Robert J. Confrado and acknowledged the foregoing instrument to be his free and voluntary act.

Antoinette Clement

My commission expires: Jan. 18, 1998
## Residential Property Record Card

**Parcel ID:** 014/015.0-0004-0000.0  
**MAR:** 016.0  
**BLOC:** 0004  
**LOT:** 0000.0  
**Parcel Address:** 229 EAST UNION ST  
**FY:** 2019

### Parcel Information

- **Owner:** GONFRADE LILIANE A
- **Address:** 229 EAST UNION ST ASHLAND MA 01721

### Residence Information

- **Style:** CO  
- **Story Height:** 2.00  
- **Roof:** G  
- **Exterior Walls:** AS  
- **Masonry Trim:** T  
- **Bath Qual:** RONLD: 161637  
- **Mld Adj:** T  
- **Sound Value:** ST  
- **Fireplace:** O  
- **Central AC:** N  
- **Att Gar SF:** 8  
- **Porch Type:** 8

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<tr>
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<tr>
<td>Porch Area</td>
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</tbody>
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### Land Information

- **NBHD CODE:** 303  
- **NBHD CLASS:** 1  
- **ZONE:** R1  
- **Seg Type Code Method Sq-Ft Acres Infl-InY Value Class**
  - 1 P 101 S 30000 0.689 N 206,100
  - 2 R 101 A 804 0.018 N 1,046

### Detached Structure Information

- **Str Unit Mar-1 Mar-2 E-YR-Bld Grade Cond %Good P/F/R Cost Class**
  - SE S 1008 1900 A F 55/100/55 2,200

### Valuation Information

- **Current Total:** 370,900  
- **Prior Total:** 350,200

### Photo

*No Picture Available*
Board of Selectmen Sign Policies

A. Purposes and Goals of Board of Selectmen Sign Policies
The purposes and goals of the sign regulations shall be to support and reinforce the Town of Ashland Zoning Bylaws and shall be applicable to all property owned by the Town of Ashland.

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

2. Promote safety and to reduce distractions for motorists.

3. To minimize clutter and unsightliness.

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

5. Encourage an attractive environment for residents and businesses.

B. Temporary and Freestanding Signs

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

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

3. Exceptions: This policy shall not apply to traffic control signs, Town-installed wayfinding signs or Town board and/or committee signage, except by authority of the Board of Selectmen.

C. Definitions
Temporary sign shall mean:
Any sign, banner, valance or advertising display which may easily be dismantled or removed and which can feasibly be displayed for a limited period of time in any one (1) location.

Freestanding Sign shall mean:
Any sign supported by one (1) or more uprights, braces or poles or placed directly on the ground and not attached to a building.

D. Permitted Signs:

1. Traffic Island Signs

a. Approved Locations: Traffic Islands on Union Street and Pond Street
With the increased number of organizations requesting sign placement on the islands in town, this Traffic Island Policy will streamline the process and management over the signs allowed on Ashland’s traffic Islands. The policy will provide guidelines to town organizations wishing to advertise their specific events, in such a manner which provide fair and equitable sign placement while maintaining the curb appeal, keep traffic flowing in a safe manner, as well as being posted and removed from the Traffic Island in a timely fashion. Prior to any sign being placed in a Traffic Island note above on Union Street or Pond Street, said placement shall obtain permission from the Selectman’s office.

b. Process - Organizations Seeking Approval:

The Board of Selectmen will accept in writing (see below) the application for the use of a traffic Island for soliciting advertisement for their specific event. Once the Board of Selectmen’s Office grants permission to post the specific signs, the time allotted for posting signs will be two weeks before the scheduled event and removed 1 business day after the event. Should any organization fail to remove their respective sign, the Board of Selectmen or their designee will remove and dispose of the sign and not to grant that specific organization any further postings during the current or following calendar year. Signs shall be considered on a first come basis and requests may not be submitted sooner than ___ weeks prior to the first day of desired posting.

c. Sign specifics: Locations and Size:

The Board of Selectmen will install and maintain sign towers in which all approved signs will be located.

d. Size:
Maximum 4’high with 2’x2’ footprint. Approved advertisers shall insert their sign in existing tower. Signs shall be double sided and inserted in preexisting slot, measuring no more than 3’h x 2’w. No signs shall be permitted outside the sign tower.

e. Approved Locations:
a. Union/Cherry St: 2 sign max
b. Pond/Eliot St. 2 sign max
Board of Selectmen Sign Policies

**A. Purposes and Goals of Board of Selectmen Sign Policies**
The purposes and goals of the sign regulations shall be to support and reinforce the Town of Ashland Zoning Bylaws and shall be applicable to all property owned by the Town of Ashland.

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

2. Promote safety and to reduce distractions for motorists.

3. To minimize clutter and unsightliness.

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

5. Encourage an attractive environment for residents and businesses.

**B. Temporary and Freestanding Signs**

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

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

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

4. **This policy shall not apply to traffic control signs, Town-installed wayfinding signs or Town board and/or committee signage, except by authority of the Board of Selectmen.**

**C. Definitions**
Temporary sign shall mean:
Any sign, banner, valance or advertising display which may easily be dismantled or removed and which can feasibly be displayed for a limited period of time in any one (1) location.

Freestanding Sign shall mean:
Any sign supported by one (1) or more uprights, braces or poles or placed directly on the ground and not attached to a building. [Amended 11-19-2013 STM, Art. 22]

D. Permitted Signs:

1. Traffic Island Signs

   a. Approved Locations: Traffic Islands on Union Street and Pond Street

With the increased number of organizations requesting sign placement on the islands in town, this Traffic Island Policy will streamline the process and management over the signs allowed on Ashland's traffic Islands. The policy will provide guide lines to town organizations wishing to advertise their specific events, in such a manner which provide fair and equitable sign placement while maintaining the curb appeal, keep traffic flowing in a safe manner, as well as being posted and removed from the Traffic Island in a timely fashion. Prior to any sign being placed in a Traffic Island note above on Union Street or Pond Street, said placement shall obtain permission from All sign requests will be approved by the Selectman's office.

b. Process - Organizations Seeking Approval:

The Board of Selectmen will accept in writing (see below) the application for the use of a traffic Island for soliciting advertisement for their specific event. Once the Board of Selectmen's Town Manager's Office grants permission to post the specific signs, the time allotted for posting signs will be two weeks before the scheduled event and removed 1 business day after the event. Should any organization fail to remove their respective sign, the Board of Selectmen or their designee will have the authority to remove and dispose of the sign and not to grant that specific organization any further postings during the current or
following calendar year. **Signs shall be considered on a first come basis and requests may not be submitted sooner than ___ weeks prior to the first day of desired posting.**

**c. Sign specifics: Locations and Size:**

The Board of Selectmen will install and maintain sign towers in which all approved signs will be located.

**d. Size:**

Maximum 4’high with 2’x2’ footprint. **Sign towers will be in place and applicants shall be able to** insert their sign in existing tower. Signs shall be double sided and inserted in preexisting slot, measuring no more than 3’h x 2’w. **No signs shall be permitted outside the sign tower.**

**e. Approved Locations:**

a. Union/Cherry St: 2 sign max
b. Pond/Eliot St. 2 sign max