SELECT BOARD
Minutes
February 19, 2020
Town Hall

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

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

Call Meeting to Order
Steve Mitchell called the meeting to order at 6:30 pm and mentioned that WACA TV is recording and broadcasting the meeting live. Present at the meeting were Chair Steve Mitchell, Vice Chair Yolanda Greaves, Joe Magnani, Rob Scherer, Brandi Kinsman, Town Manager Michael Herbert. Assistant Town Manager Jenn Ball and Executive Assistant Susan Robie.

Mr. Mitchell asked the representative from RobotKIDS to lead the board in the Pledge of Allegiance.

Scheduled Hearings/Appearances
Presentation - RobotKIDS
RobotKIDS provided a presentation based on a discussion they had with Michael Herbert that revealed the challenge of a green Public Safety building. They reviewed several proposals such as green roofs, the benefits of a succulent wall and the reasons for having one in the proposed new Public Safety Building. Additionally, the girls explained that they would like to add an algae wall on the outside of the building.

Retirement of Ashland’s K9 Officer - Dax
Chief Alfano talk about the great stories he heard about K-9 Dax before coming to work at the Ashland Police Department. He explained that Dax is retiring and shared some of his many accomplishments during his 10-year career.

Yolanda Greaves made a motion to promote Dax to the rank of Patrol Sgt. on his retirement from the Ashland Police Dept. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

Joe Magnani read and presented K-9 Dax, and his handler Sgt. Chris Alberini, with a proclamation in honor of the Dax’s retirement.

Sgt Alberini thanked everyone for their support. He said that he has been honored to be Dax’s handler and looks forward to the future but will miss working with Dax.

Hanto Restaurant
Chief Alfano explained that he has been in close contact with the ownership of Hanto, and since the sanctions were levied by the board there have been no incidents. He mentioned that many of the recommendations have been completed or are in progress. Chief Alfano reviewed several of the modifications. He mentioned that the biggest concern was the double door adjacent to the stage. Per the
recommendation of the Fire Chief and Chief Alfano, the owner is changing the use to an emergency exit to deter routine access.

Ray Jiang, Hanto owner, explained that he is working to finish the recommended changes himself. He also asked that the board to consider changing the hours music is allowed, as ending by 10:30 is too early. Steve Mitchell suggested the board review the modification to the entertainment license at the next board meeting.

Joe asked if all the repairs will be completed before the next meeting on March 4th. Ray responded that he would do his best to complete the modification and sound proofing by that time, and he will ensure the materials used are fire code compliant. Ray also mentioned that he is exploring alternate types of music that will help alleviate the noise levels.

Yolanda asked if the new emergency door will have an alarm. Ray responded that he would include that suggestion.

Brandi asked how the management of the restaurant has changed. Ray explained that he is at the restaurant 6.5 days per week. He is also hiring staff as his back-up.

Select Board/Town Manager Priority Project Update

Middlesex Savings Bank
Chief Alfano explained that the Police Dept. received a donation of $10,000.00 and they are hoping to use some of the funding for Community Policing and to purchase a drone that would be used for search and rescue.

Yolanda Greaves made a motion to accept the Police donation in the amount of $10,000.00 from Middlesex Savings Bank to be used for equipment or training. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

Rail Transit District
Jenn explained that comments concerning the development agreement were sent to UGS last week and she anticipated receiving a response prior to the next board meeting.

Update on the Public Safety Building
Jenn reported that the Public Safety Building Committee has been active and met last week to work on finalizing the land acquisition which has gone before the Planning Board. They also reviewed three building options and schematic design presented by the architect HKT and will obtain cost estimations to evaluate through March.

Joe explained his concerns with the traffic flow in the E. Union and Union St. area and suggested making changes to the building’s configuration and vehicle access to help address some of those concerns.

Steve hoped to review the features the Chiefs feel are important and the departments’ needs, but the progress made so far are exciting.

Jenn mentioned that the committee meetings are open to the public and provide an opportunity for community to provide their feedback.

Update on the Downtown Project
Jenn reported that efforts continue to meet the target deadline to go out to bid in the first week in March with the intent to start the project in June. She explained that the bid will be structured to consider construction start times arranged around the school calendar and school bus schedules to minimize the disruption. In addition, planning is underway to address the need for increased communication and the
Construction Mitigation Group will support those efforts. The Group will hold their next meeting on March 2nd from 3:00 pm to 4:00 pm at the Public Library.

**Warren District & Valentine Estate**
Jenn explained that the date for the barn demolition is expected by next week and post out the rebuild of barn soon after.

**Consent Agenda**
A. Approve the request from Ashland Sporting Association to hold the 2020 MetroWest Beer fest Fundraiser at the Warren Conference Center on May 16th from 5:00 pm to 11:00 pm.
B. Approve the request from Max Performance to hold their triathlons on May 9th and September 13th and they will work with Police and Fire to be sure the events are successful and safe.

Yolanda Greaves made a motion to accept Consent Agenda as modified. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

**Old / New Business**

**Eversource Update**
Steve Mitchell explained the most recent update was that Eversource has filed an appeal of the Conservation Commission’s denial decision with the Dept. of Environmental Protection (DEP).

Rob reported on recent conversations with Dr. Stanton to finalize an engagement with her, and he expects her report to take 4 to 6 weeks to complete.

Steve also noted that a communication concerning available legal outlets was sent to the abutters approximately one week ago.

**Citizen's Participation**
Michael Gurnick, Chair of Ashland’s Medical Reserve Corps. (MRC), spoke about the purpose and importance of the MRC. Michael explained that they currently have 30 active members and looking for additional recruits. He also indicated that first aid experience and Incident Command System version 100 training is necessary, and anyone interested in volunteering should contact the Ashland Health Department. Jenn Ball explained that the Board of Health is actively working on recruitment as well.

Nancy Moscato, 73 Braeburn Rd., asked what the scope of Dr. Stanton’s role will be. Rob explained that the Dr. Stanton will review the report and the analysis that Eversource has submitted. He also suggested that she could serve as an expert witness if one is needed.

Diane Ring, 42 Bay Colony Dr., expressed her surprise to hear that the Eversource filed an appeal with DEP. Steve explained that Eversource has several options, so it was not a surprise. Additionally, Diane wanted to know if the expectation is for Eversource to file additional appeals with a different regulatory agency. Steve explained that Eversource has many options and we cannot anticipate their next move. Jenn Ball suggested that the window of appeal may be one of the driving factors. Diane asked what the next step would be if the town loses in land court and Steve responded that the next step would be Superior Court, but it is tough to speculate.

Barbara Schwab, 20 Indian Spring Rd., received an abutters notification and wanted to understand the abutter’s legal options. Steve recommended that she consult an attorney regarding her situation.

Chuck Lidz, 150 Oregon Rd., expressed his optimism concerning the pipeline and hoped that the Siting Board will come around.
Carl Hakansson, member of the Conservation Commission, clarified that the Eversource application must be accepted under local law and at the state level with the DEP, the Siting Board and Superior Court in order to proceed and the timing for each is different. He also offered his insights into the process and Eversource’s potential actions.

**Update on Ashland Post Office**
Steve Mitchell reported that the Post Office assessment is completed. Minor restoration is required before construction scheduled to begin in May can start. The completion is expected to be three months after the construction start.

**Distribution of Updated Policies and Procedures**
Brandi presented the board with a draft of the updated policies that will be reviewed at a future retreat meeting. Brandi explained her approach was to update the current policies and add some new language and looks forward to getting some feedback.

Joe recommended the board decided on a date for retreat. Steve agreed to discuss and confirm a date at the next board meeting.

**Open the BAA Spring Grant Round**
Steve Mitchell explained that the board is opening the Spring Grant round today and submissions are due by March 27th, with an April 15th award date.

Yolanda asked that Rob and Steve continue to serve as the BAA Grant Subcommittee.

**Deed Restriction – 30 Raymond Way**
Jenn Ball provided an overview of the deed restriction that came through the Conservation Commission, as an Order of Restriction filed in 2001 included this Conservation Restriction on 30 Raymond Way. The restriction limited the lot to one house.

Yolanda Greaves made a motion to approve the Conservation Restriction as presented for 30 Raymond Way. This motion was seconded by Joe Magnani with unanimous vote of 5-0-0.

**Town Manager Report**

**FY21 Budget Update**
Jenn explained that Brittany Iacaponi and Michael Herbert presented the budget to the Finance Committee last week. Jenn provided a brief overview and noted several key points from the presentation, including a decrease in new growth as a direct impact from land purchases by the town. Additionally, some of the large building project have been completed. Local receipts also decreased, due to a reduction in building permits. There was a slight increase in local aid and Chapter 70 from the Governor’s budget. The School Department is requesting $35.5 million increase because of the Special Education programs and they are working with the schools on a long-term solution. Another increase is debt services, and savings have come from changes to capital budget and money received from grants. Water and sewer rates are not anticipated to increase. Steve added that the challenges with the trash and recycling programs need to be discussed.

The board discussed the importance of utilizing the impact tool to evaluate the affect large projects will have on town resources. The board also requested additional columns on the budget presentation that displays dollar amount and percent change for each line item.

**Board Reports**

**Brandi Kinsman**
Brandi explained that she is working on the website refresh and is hoping to have a launch in July.
Brandi mentioned that the Town of Concord won an innovations award for using social media to increase citizen participation in public meetings. She would like the board to investigate whether Ashland could look at using social media more during public forums.

Brandi will be holding office hours on February 29th at Dulce de Leche at 10:00 am.

Rob Scherer
Rob reminded everyone that March 3rd is Super Tuesday and that early voting starts next week.

Pine Lake residents meeting is March 5th at the Community Center at 7:00 pm at the Community Center to discuss the Upper Charles Trail.

Rob mentioned that he called the MMA to express interest in the Transportation and Utility Policy Committee and will join as an associate member.

Yolanda Greaves
Yolanda reported that on Monday February 24th the Mendes School Building Forum will be held at the school at 6:30 pm. On February 28th, 29th and March 1st the High School Theatrical Society is presenting “Thirteen”.

Yolanda will be attending the MetroWest Collaborative meeting on Thursday, February 27th at 8:00.

On March 27th the MetroWest Regional Collaborative is sponsoring the spring Legislative Breakfast at the MWRTA building in Framingham.

Joe Magnani
Joe expressed his excitement concerning the Public Safety Building meeting and the progress that has been made. He mentioned the benefits of committing to a “green” building and the potential for state funding to support that effort. In addition, Joe talked about an alternate slab foundation design for the building that would reduce the overall cost.

Steve Mitchell
Steve reported that the town received a Municipal Vulnerability Preparedness (MVP) Grant and a workshop was held at the Library to discuss how climate change impact to the town infrastructure. A second meeting will be held to review the compiled information that resulted from the first meeting.

Steve mentioned that the town is lacking a Historical Commission. He was provided 7 talent bank forms submitted by individuals who have expressed interest in the Commission. Steve reached out to each and 2 have responded to confirm their interest in serving. The board discussed in-flight projects and the need to have a working commission to weigh-in on demolitions.

Steve offered his condolences on the passing of Dave Hayworth who was active with the local Boy Scout Troops. He recommended presenting Dave’s family with a proclamation at the next board meeting.

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

Meeting Materials:

This agenda is subject to change and includes those items reasonably anticipated by the Chair to be discussed at the meeting. Not all agenda items may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.
January 28, 2020

Ashland Police Department
Attn: Vincent Alfano
137 Main Street
Ashland, MA 01721

Dear Chief Alfano,

Middlesex Savings Bank has been part of the community for more than 180 years and we appreciate everything your department does to help protect and serve the citizens of Ashland.

In a gesture of support for all that you do, we want to provide the Ashland Police Department with the enclosed contribution of $10,000. This is part of a $520,000 donation that we're gifting to 52 first responders in our community, including 26 police departments. Although there are no specific requirements with this gift, we would ask that your department not utilize these funds on personnel costs. We look forward to reaching out later in 2020 to learn how the gift made an impact on the department.

Best wishes for a happy and successful 2020.

Sincerely,

Mike Kuza
Vice President
January 30, 2020

Susan Robie, Executive Assistant
101 Main Street
Ashland, MA 01721

Dear Susan,

This letter is information about the May 16, 2020 Metrowest Beerfest Fundraiser to be held under a tent at the Warren Conference Center Chestnut Street Ashland, MA 01721.

DATE: May 16, 2020
HOURS: 5:00 PM to 11:00 PM
TIP Certifications: see attached

No one will be allowed to enter the tent who is not 21 years of age or older.

There will be food trucks and other food vendors outside the tent as well as a live band.

If there are any questions, please advise.

Sincerely,

[Signature]

Steven Greenberg
Ashland Sporting Association
Saturday – 5 pm to 11 pm
MAY 16, 2020
WWW.METROWESTBEERFEST
CHESTNUT STREET – WARREN CONFERENCE CENTER
• Parking on grass area between tennis courts and barn to the left of tennis courts
• Adult parking attendants directing traffic
• All beverages must be consumed in the tents
• No one under 21 years of age admitted
• All attendees to be screened for license or photo id proving age
• Food Trucks (3 to 4) parked near tents
• Cornhole & Arm-Wrestling Tournaments inside tents
• Live Band inside tent
• Porta johns near tents, not to close but close enough
BOARD OF SELECTMEN
LICENSING BOARD

One Day License

- Application for License -
- License Fee ($25.00 )
- Cori Application
- Cori Policy
- Driver's License (copy produced by me or a notary)
- Liquor Policy
- Liquor Policy Sign Off
- Tips Certification – (required for anyone working with alcoholic beverages)

Please make check payable to: Town of Ashland

* APPLICATION WILL NOT BE ACTED UPON UNLESS ALL REQUIRED DOCUMENTS ARE RECEIVED *

If you would like to submit this paperwork electronically please send it to susanrobie@ashlandmass.com and then mail the check payable to the Town of Ashland 101 Main Street, Ashland MA 01721 Attention: Susan Robie.

Any question please contact Susan Robie at 508-532-7921
Date: January 21, 2020

Establishment: Warren Center - Tent

To: Board of Selectmen

The undersigned have read the Town of Ashland's Liquor Policy and Massachusetts General Law Chapter 138, Section 34, Penalty for Furnishing Liquor to Minors, and do fully understand said Section:

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<td>Thomas Forcier</td>
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<td>Geoffrey Rodder</td>
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Application For One Day License

1. Name of Applicant: Ashland Sporting Association Steve Greenberg
2. Address of Applicant: 21 Main Street Suite 105 Ashland, MA 01721
3. Phone #: 508 641 1222 Email: steve@oakrealtyma.com
4. Name of Business if Different from Applicant:
5. Location of Event: Chestnut Street Ashland Warren Center Fort
6. Proposed Date of Event: May 14, 2020
7. Person In Charge: Steven Greenberg
8. Hours: 4 pm - 11 pm
9. Number of Anticipated Attendees: 500
10. Purpose of the Request: One day license for Metro West Beer Fest Fund Raiser

DO NOT WRITE BELOW THIS LINE
FOR OFFICIAL USE ONLY

FEES:
Amount paid: $

Date received:
Carry this with you as proof of your TIPS certification.

ID#: 4886293  Name: Dana R Porter
Exam Date: 8/28/2018  Expiration Date: 8/9/2021

TIPS® On Premise
Issued: 8/28/2018  Expires: 8/9/2021
ID#: 4886293

Dana R Porter
10 Depot St # B
Sutton, MA 01590-3826

For service visit us online at www.gettips.com
TIPS Trainer: David Boyle, 51705
CERTIFIED

Kelsey E Roth
8 Westamoe St
Worcester, MA 01602-3274

For service visit us online at www.getips.com
THOMAS E FERRARI
5 Horsman Ave
Westborough, MA 01581-2011
D.O.B.
11/13/2016
448003
448003
11/21/2016
505X
XXX-XX-XXX
For service visit us online at www.GELPS.com
TIPS
On Premise
Express

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.0
For coursework completed on April 27, 2017
provided by Health Communications, Inc.
is hereby granted to:

Paris Geraniotis
Certification to be sent to:

59 Myrtle St Apt 3
Boston MA, 02114-4550 USA
Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.0
For coursework completed on December 3, 2016
provided by Health Communications, Inc.
is hereby granted to:

Sandra Valdez
Certification to be sent to:
Start Line Brewing Company
151t Hayden Rowe St
Hopkinton MA, 01748-2511 USA

January 18, 2020

Ashland Town Hall  
Board of Selectmen  
101 Main Street  
Ashland, MA 01721

Board of Selectmen,

Thank you for reviewing this letter. Max Performance is pleased to offer our 14th Season of Triathlon events at Hopkinton State Park with access to town roads in Hopkinton, Southborough and Ashland. We would like to thank personnel of Ashland Police and Fire in working with Max Performance to make our events successful and safe. A special thank you to Capt. Moraghan for her attention to our spring event in offering professional and thoughtful care to our athletes. Max continues the tradition of working with the community and our volunteer initiative programs help support local HS teams in surrounding communities, including Ashland Cross Country and Hopkinton HS Cross Country. Thank you to Selectmen Magnani in his efforts to connect Max with Ashland HS Cross Country. This has been a great addition to our volunteer programs.

Max Performance is requesting access to the town roads for Triathlon events held on May 9th, 2020 & September 13th, 2020. All other permits will be arranged by Max; including Parks and Recreation and neighboring towns. Please see the attached Permit Request for event specifics.

**Ongoing Commitments**

- **Setup of race materials and goods** at community events, including the:
  - Sharon Timlin 5k Race – Hopkinton High School

- **Attendance:** Max’s triathlon events average 600 competitors with family, friends and spectators also in attendance. Over half of the competitors visited Metrowest communities on the weekend of the event, stay in local hotels and contribute to the local economy.

- **Charity Contributions:**
  - *Max events raise money for various charities, including MA/NH Alzheimer’s Association.*
  - *Local HS Groups: Ashland Cross Country, Hopkinton Swim & Dive, Cross Country, JV Field Hockey*

Please contact me directly with any questions you may have.

Regards,

Tim Richmond, Race Director, 617.797.2215
Request to Use Town Roads

Attn: Ashland Board of Selectmen
101 Main Street
1st Floor
Ashland, MA 01721

From: Max Performance Triathlons
Tim Richmond, Race Director
trichmond@maxperformanceonline.com

23 Lindor Road
North Reading, MA 01864
617.797.2215

Date: Saturday May 9th & Sunday September 13th, 2020

Goal: To host 14th Annual Hopkinton Triathlon Series in a safe and competitive manner at Hopkinton State Park using the park and town roads. The events will encourage health and wellness as well as community involvement of local volunteers who participate in our donation programs.

Roads: From Hopkinton State Park – Exit the Back entrance Right onto Howe Street, Right onto Rafferty Road, Right onto Cedar Street (Route 85 Northbound into Southborough), Eastbound onto Southville Road – continue east on Cordaville Road – Right onto High Street, Right onto Whittemore Drive, Right onto Sandstone Way, Right Indian Brook, Left Howe Street, Right at Rear Entrance of HSPark. It will not be necessary to close the roads. (Please see attached Map). Police Details: Typically two officers are requested, in addition to any designated by Ashland PD.

Time: 8:15 – 10:00am

Additional Information:

Hopkinton State Park: All permits are secured with the Dept of Conservation and Recreation Boston.

Surrounding towns: Max will arrange any/all police details with Hopkinton and Southborough. Max continues to work with Environmental Police to coordinate swim safety at the State Park.

Police Details in Ashland: Max always arranges details in advance at the following locations: 1.) Cordaville & High Street 2.) Howe & Indian Brook

Insurance Liability: Max will continue to name the town of Ashland on our 5 Million Dollar insurance liability coverage to ensure appropriate standards. This is customary for all towns involved in Max Performance races.

Town of Ashland Delegate Printed Name Date
The bike course is 10 miles with a gradual climb at Mile 2. Watch for steep descent at Whittemore Drive. Please follow local traffic laws when riding the course. Race day will include detailed police officers at necessary intersections. **Note:** You will exit/re-enter the park at the Back Entrance of the Park. (This Entrance is typically locked during the season. Please plan your training rides accordingly).

For topography and detailed views, please visit: [http://www.mapmyrun.com/run/united-states/ma/hopkinton/634124633493280672](http://www.mapmyrun.com/run/united-states/ma/hopkinton/634124633493280672)
Tim, just wanted to say thank you (as always) for running such a great event. I really appreciate how encouraging you and your team were and your flexibility in light of having to cancel the swim. Just another reason I make Max races a priority every summer :) Thanks again and see you next season!  ~ Kelsey Ryan

Tim,
I just wanted to take a moment to say thank you to you and your staff and volunteers for a great event at Title 9 last Sunday. In spite of the last minute re-orientation with the swim issues I feel the race went smoothly (speaking as a long-time triathlete and former race director myself). I was in the wrong division but one of your staff quickly corrected this, and there was confusion on the part of the timer as my wave had changed but it didn't reflect that in my timing slip initially, which skewed the results. It was rectified quite promptly and efficiently. This was my first duathlon and I didn't realise I had to wear my bib for the bike, which I never do because it flaps around and drives me crazy and I always have a chip on my ankle...but not this time!! Ha-ha, so no bike splits for me, my own fault, but my finish time was recorded. All is well! I typically don't do all women's events, but decided to give this race a try this year. I expected an easy workout day as I thought the race might be geared to newbie women, etc., etc...but boy was I wrong!!! That race was one of the toughest short courses I have ever done!!! I take my hat off to all the women just starting out in triathlon who finished that challenging course. Well done, you! ~Debra
# CERTIFICATE OF LIABILITY INSURANCE

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NECESSARILY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

## PRODUCER

**Insurance Office of America, Inc.**

1855 West State Road 434  
Longwood FL 32750

Licensed: 0667768  
USATRIA-01

## INSURED

**USA Triathlon of Colorado**

5825 Delmonico Dr  
Colorado Springs CO 80919

## INSURER

**A:** Philadelphia Indemnity Insurance Company  
18058  
20281

**B:** Federal Insurance Company  
20281

## COVERAGEs

**CERTIFICATE NUMBER:** 1625082360  
**REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERMIT, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

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<td>E.L. DISEASE - EA EMPLOYEE</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT</td>
<td>$</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

Coverage applies to the USA Triathlon sanctioned or approved event specified on this certificate.

The certificate holder is an additional insured, where required by written contract or agreement, but only with respect to the operations of the named insured, and subject to the provisions and limitations of form PI-AM-002 - Additional Insured - Certificate Holders, but only with respect to the USAT sanctioned or approved event specified on this certificate.

The General Liability policy is primary as per Form CG0001 (04/13) and the General Liability policy contains Form CG2404 (05/09); Waiver of Transfer of Rights of Recovery Against others to US, but only as required by written contract or agreement executed by the named insured prior to an occurrence resulting in a See Attached...

**CERTIFICATE HOLDER**

Ashland Town Hall  
101 Main Street  
Ashland MA 01516

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
### ADDITIONAL REMARKS SCHEDULE

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>NAMED INSURED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Office of America, Inc.</td>
<td>USA Triathlon of Colorado</td>
</tr>
<tr>
<td></td>
<td>5825 Delmonico Dr</td>
</tr>
<tr>
<td></td>
<td>Colorado Springs CO 80919</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CARRIER</th>
<th>NAIC CODE</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: 25**

**FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

loss or a claim.

Event Name: NE Season Opener Triathlon & Duathlon 2020

Event Date: 05/09/2020 - 05/09/2020
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II – WHO IS AN INSURED is amended to include any Certificate Holder, identified as an additional insured, on a Certificate of Insurance issued by Philadelphia Indemnity Insurance Company or our authorized representative, but only for liability arising out of the negligence of the named insured.

The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are inclusive of and not in addition to the limits of insurance shown in the declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
As required by written contract executed
by the named insured prior to an
occurrence resulting in a loss or claim

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Person Or Organization:</th>
</tr>
</thead>
<tbody>
<tr>
<td>As required by written contract executed by the</td>
</tr>
<tr>
<td>named insured prior to an occurrence</td>
</tr>
<tr>
<td>resulting in a loss or claim</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 12/01/2017

Name of Person or Organization (Additional Insured):

As required by written contract executed by the named insured prior to an occurrence resulting in a loss or claim.

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in

SECTION III – LIMITS OF INSURANCE.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

Page 1 of 1
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### General Fund Overview

<table>
<thead>
<tr>
<th></th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior Year Levy</td>
<td></td>
<td>44,426,174</td>
<td>46,224,897</td>
</tr>
<tr>
<td>2.5% Increase</td>
<td>1,110,654</td>
<td>1,155,622</td>
<td></td>
</tr>
<tr>
<td>New Growth</td>
<td>688,069</td>
<td>600,000</td>
<td></td>
</tr>
<tr>
<td>TOTAL TAX BASE</td>
<td>46,224,897</td>
<td>47,980,520</td>
<td></td>
</tr>
<tr>
<td>Excluded Debt</td>
<td>2,079,566</td>
<td>2,085,778</td>
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<tr>
<td>LEVY LIMIT</td>
<td>48,304,463</td>
<td>50,066,298</td>
<td></td>
</tr>
<tr>
<td>ACTUAL</td>
<td>45,877,863</td>
<td>48,261,537</td>
<td></td>
</tr>
</tbody>
</table>

### State Aid

#### Education - Distributions & Reimbursements

<table>
<thead>
<tr>
<th></th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chapter 70</td>
<td>6,139,997</td>
<td>7,839,520</td>
<td>8,037,119</td>
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<tr>
<td>Charter Tuition Reimb.</td>
<td>20,955</td>
<td>17,817</td>
<td>31,344</td>
</tr>
</tbody>
</table>

#### Offsets - Reserved for Direct Expenditure

<table>
<thead>
<tr>
<th></th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Choice Receiving Tuition</td>
<td>351,933</td>
<td>522,938</td>
<td>472,515</td>
</tr>
<tr>
<td>General Government - Distributions &amp; Reimb.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unrestricted General Govt Aid</td>
<td>1,398,231</td>
<td>1,435,983</td>
<td>1,476,191</td>
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<tr>
<td>Veterans Benefits</td>
<td>77,126</td>
<td>39,464</td>
<td>48,852</td>
</tr>
<tr>
<td>Exemptions - VBS &amp; Elderly</td>
<td>16,966</td>
<td>49,231</td>
<td>52,177</td>
</tr>
<tr>
<td>State Owned Land</td>
<td>87,129</td>
<td>99,824</td>
<td>99,294</td>
</tr>
<tr>
<td><strong>Total State Aid</strong></td>
<td>8,114,946</td>
<td>10,028,496</td>
<td>10,241,592</td>
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</tbody>
</table>

#### Local Receipts

<table>
<thead>
<tr>
<th></th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Receipts</td>
<td>5,320,484</td>
<td>4,413,529</td>
<td>4,347,000</td>
</tr>
<tr>
<td>Local Receipts - Meals Tax</td>
<td>263,506</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Local Receipts</strong></td>
<td>5,583,989</td>
<td>4,413,529</td>
<td>4,347,000</td>
</tr>
</tbody>
</table>

### Other Sources

<table>
<thead>
<tr>
<th></th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Proceeds/Refunding</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bond Premium</td>
<td>41,841</td>
<td>41,841</td>
<td></td>
</tr>
<tr>
<td>Revolving/Receipts Reserved Accounts</td>
<td>100,019</td>
<td>80,000</td>
<td>81,044</td>
</tr>
<tr>
<td>Enterprise Funds - Transfer to General Fund</td>
<td>519,364</td>
<td>527,806</td>
<td>553,294</td>
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<tr>
<td>Community Preservation Funds - Debt</td>
<td>682,675</td>
<td>668,170</td>
<td>695,811</td>
</tr>
<tr>
<td>Free Cash</td>
<td>2,796,829</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Encumbrances</td>
<td>921,784</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Other Funds</strong></td>
<td>5,062,512</td>
<td>1,275,976</td>
<td>1,371,990</td>
</tr>
</tbody>
</table>

### TOTAL REVENUE

<table>
<thead>
<tr>
<th></th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>64,639,311</td>
<td>63,979,538</td>
<td>66,026,880</td>
</tr>
</tbody>
</table>
## General Fund Overview

### Appropriated Expenses

<table>
<thead>
<tr>
<th></th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Government</td>
<td>11,142,823</td>
<td>12,144,774</td>
<td>11,956,379</td>
</tr>
<tr>
<td>Ashland Public Schools</td>
<td>30,470,935</td>
<td>33,284,473</td>
<td>34,775,363</td>
</tr>
<tr>
<td>Keefe Tech</td>
<td>1,393,747</td>
<td>1,126,858</td>
<td>1,078,858</td>
</tr>
<tr>
<td>Non-Excluded Debt Service</td>
<td>1,714,210</td>
<td>1,995,003</td>
<td>2,945,042</td>
</tr>
<tr>
<td>Excluded Debt Service</td>
<td>1,746,957</td>
<td>2,079,566</td>
<td>2,085,778</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>1,249,442</td>
<td>750,000</td>
<td>500,000</td>
</tr>
<tr>
<td>Benefits &amp; Insurance</td>
<td>9,434,409</td>
<td>10,565,242</td>
<td>10,687,490</td>
</tr>
<tr>
<td>Reserve Fund</td>
<td>0</td>
<td>450,000</td>
<td>450,000</td>
</tr>
<tr>
<td>Snow &amp; Ice</td>
<td>568,466</td>
<td>285,200</td>
<td>285,200</td>
</tr>
</tbody>
</table>

**Total Appropriated Expenses**

|                      | 57,720,988  | 62,681,117  | 64,764,110  |

### Other Expenses

<table>
<thead>
<tr>
<th></th>
<th>2019 Actual</th>
<th>2020 Budget</th>
<th>2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overlay</td>
<td>477,313</td>
<td>150,000</td>
<td>200,000</td>
</tr>
<tr>
<td>Offset - School Choice</td>
<td>351,933</td>
<td>522,938</td>
<td>472,515</td>
</tr>
<tr>
<td>Offset - Library Aid</td>
<td>22,609</td>
<td>23,719</td>
<td>24,100</td>
</tr>
<tr>
<td>State Assessments &amp; Charges</td>
<td>85,800</td>
<td>78,233</td>
<td>76,879</td>
</tr>
<tr>
<td>Transportation Authorities</td>
<td>117,335</td>
<td>178,078</td>
<td>180,605</td>
</tr>
<tr>
<td>School Choice Sending Tuition</td>
<td>80,502</td>
<td>64,535</td>
<td>64,535</td>
</tr>
<tr>
<td>Charter School Sending Tuition</td>
<td>338,290</td>
<td>280,918</td>
<td>244,136</td>
</tr>
<tr>
<td>Transfer to Other Funds</td>
<td>1,803,549</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Encumbrances</td>
<td>869,662</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL ALL EXPENSES**

|                      | 61,867,980  | 63,979,538  | 66,026,880  |

**Surplus (Deficit)**

|                      | 2,771,330.34 | 0.00        | 0.00        |
Hi
Attached is additional info for our meeting. Attached is the plot plan for 30 Raymond Way. This is an outstanding issue from an old Order of Conditions. When the ConCom permitted this property, before the home was build, they included a conservation restriction within the Order of Conditions and on the deed that limited the number of homes that could be build on the property. The current owners are trying to close out the permit and obtain the certificate of compliance. They have been working with the ConCom on this restriction.
Thanks
Jenn

You received this message because you are subscribed to the Google Groups "Select Board" group.
To unsubscribe from this group and stop receiving emails from it, send an email to selectboard+unsubscribe@ashlandmass.com.
To view this discussion on the web visit https://groups.google.com/a/ashlandmass.com/d/msgid/selectboard/CAGznxyf%2B5k3EJYNq5hLPABSQWrKprj9dsWmmMedgu6wqXrw6w%40mail.gmail.com.

2 attachments
- Raymond Way- 30 Survey.pdf
  37K
- Raymond Way- 30 Deed Restriction.doc
  55K
CONSERVATION RESTRICTION
AREA
1.512 ± ACRES

LOT 13R
79,009 ± S.F.
OR
1.814 ± ACRES

NOT TO SCALE

NOTE:
THIS PLAN HAS BEEN PREPARED TO CREATE A CONSERVATION RESTRICTION EASEMENT OVER LOT 13R.

CONSERVATION RESTRICTION PLAN
ASHLAND MASSACHUSETTS
(MIDDLESEX COUNTY)
SCALE: 1"=20' JANUARY 10, 2017
OWNER:
PARKER RJW, LLC
14 PARKER ROAD
ASHLAND, MASSACHUSETTS
PREPARED BY:

GLM Engineering Consultants, Inc.
19 EXCHANGE STREET
HOLLISTON, MA 01746
P: 508-429-1100 F: 508-429-7160
www.GLMengineering.com
JOB #: 18853_PLAN.DWG
JOB #: 106587_COCRENT_2017
27 087
CONSERVATION COVENANT
LOT 13R RAYMOND WAY
ASHLAND, MA

I. GRANTOR CLAUSE:

William X. Kane and Caryn P. Kane, of 30 Raymond Way, Ashland, MA, together with their successors and assigns ("Grantor"), in consideration of less than One Hundred Dollars ($100.00) paid,

hereby grants, with Quitclaim Covenants,

to the Town of Ashland ("Grantee"), a municipal corporation of Middlesex County, Massachusetts acting by and through its Conservation Commission established under Section 8C of Chapter 40 of the General Laws of Massachusetts, its successors and permitted assigns,

in perpetuity and exclusively for conservation and passive recreation purposes, the following described Conservation Covenant, in accordance with those certain conditions set forth in the Order of Conditions, issued by the Ashland Conservation Commission, recorded with the Middlesex (South) Registry of Deeds at Book 33013, Page 358, and that certain Superseding Order of Conditions, recorded with said Registry at Book 47313, Page 284 (the "Order of Conditions").

II. PROPERTY DESCRIPTION:

The property identified as Conservation Restriction Area, 1.512 +/- acres, on that certain plan entitled: Conservation Restriction Plan, Ashland, Massachusetts, dated January 10, 2017, prepared by GLM Engineering Consultants, Inc., attached hereto as Exhibit A (the "Premises."

III. PURPOSES:

The Premises contains unusual, unique or outstanding qualities, the protection of which in their predominantly natural or open condition will be a benefit to the public. The Conservation Restriction Area are distinguished for their wildlife habitat, and potential value for passive recreation. The unusual, unique or outstanding qualities of the Premises include:

1. Groundwater recharge, water supply protection, pollution prevention, erosion and sedimentation control.

2. Vegetative meadow, meadow succession and wildlife habitat

3. Educational and natural resource value.
4. Wetland and riverfront protection areas.

IV. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES:

A. Prohibited Acts and Uses

Subject to the exceptions set forth in paragraph B below, the following acts and uses are prohibited on the Premises:

1. Constructing or placing any permanent building, tennis court, swimming pool, asphalt or concrete pavement, antenna, utility pole, tower, or other such temporary or permanent structure or facility on, below or above the Premises;

2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;

3. Placing, filling, storing or dumping on the Premises of soil, leaves, grass clippings and other yard debris, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;

4. Cutting, removing or otherwise destroying trees, grasses or other vegetation, except as permitted in Paragraph B below;

5. Entry upon the Premises by motor vehicle of any kind, including snowmobiles, ATV's, or motorcycles, other than police and fire emergency vehicles and authorized maintenance vehicles;

6. The subdivision of the Premises;

7. Activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation;

8. Disposal of snow, ice, sand or other materials removed from parking lots or roadway;

9. Hunting or fishing;

10. Commercial recreational activities;

11. Any other use of the Premises or activity which is materially inconsistent with the purposes of this Conservation Covenant and which would materially impair significant conservation interests unless necessary for
the protection of the conservation interests that are the subject of this Conservation Covenant.

B. Exceptions to Otherwise Prohibited Uses.

All acts and uses not prohibited in Paragraph A are permissible. Notwithstanding the provisions of Paragraph A, the following acts and uses are also permitted but only if such activities and uses are conducted in a manner that does not have a material deleterious impact upon the purposes of this Conservation Covenant.

1. Walking, hiking, running, cross country skiing, snow shoeing, nature study, and other passive outdoor recreational and educational activities.

2. In accordance with generally accepted forest management practices: (a) pruning and cutting to prevent, control or remove hazards, disease, fire or insect damage, or to preserve or enhance the natural condition of the Premises, including vistas, roads and trails; (b) the cutting of trees for designated purposes, in accordance with a plan, prepared by a professional forester or landscape architect, that is designated to protect the conservation values of the Premises including, without limitation, scenic and wildlife habitat values.

3. Measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species.

4. The erection, maintenance and replacement of signs of a reasonable size by the grantor with respect to regulations regarding trail access, hunting, trapping, fishing, identity and address of owner, or such other open space related signs as the Grantor may deem necessary and desirable, and signs by the Grantor or Grantee identifying the grantee as the holder of the Conservation Covenant and to educate the public about the conservation values protected and any limitations relating to public access.

5. The placing of open-styled fences that do not interfere with the conservation purposes of this covenant or with wildlife movement.

V. LEGAL REMEDIES OF THE GRANTEES:

A. Legal and Injunctive Relief

The rights hereby granted shall include the rights to enforce this Conservation Covenant by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (it being agreed that the Grantee may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee.
B. Grantee Disclaimer of Liability
By its acceptance of this Conservation Covenant, the Grantee does not undertake any liability or obligation relating to the condition of the Premises.

C. Severability Clause
If any provision of this Conservation Covenant shall to any extent be held invalid, the remainder shall not be affected.

E. Non-Waiver
Any election by the Grantee as to the manner and timing of their right to enforce this Conservation Covenant or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

VI. ACCESS:
The Conservation Covenant hereby conveyed grants to the Grantee and its representatives the right to enter the Premises at reasonable times and in a reasonable manner for the purposes of inspecting the same to determine compliance herewith.

The Conservation Covenant does not grant public access to the Premises.

VII. EXTINGUISHEMENT:

A. Grantee’s Receipt of Property right
The Grantor and the Grantee agree that the donation of this Conservation Covenant gives rise for purposes of this paragraph to a real property right immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Covenant determined at the time of the gift bears to the value of the unrestricted Premises at that time.

B. Value of Grantee’s Property Right
Such proportionate value of the Grantee’s property right shall remain constant.

C. Grantor/Grantee Cooperation Regarding Public Action
Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action.

VIII. ASSIGNABILITY:

A. Running of the Burden
The burdens of this Conservation Covenant shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.
B. Execution of Instruments
The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Covenant; the Grantor on behalf of themselves and their successors and assigns appoints the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantor and their successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit
The benefits of this Conservation Covenant shall be in gross and shall not be assignable by the Grantee, except in the following instances and from time to time:

(i) the Assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 26 of Chapter 184 of the General Laws as a “Governmental Body,” and
(ii) Grantee complies with Amend, Art. 97 of the Massachusetts Constitution.

IX. SUBSEQUENT TRANSFERS:

The Grantor agrees to incorporate by reference the terms of this Conservation Covenant in all future deed conveyances for the Premises. Failure of the Grantor to do so shall not impair the validity of this Conservation Covenant or limit its enforceability in any way. Nothing contained herein shall be deemed to preclude Grantor from conveying the fee interest in the affected property, subject at all times, to the terms and conditions of this Conservation Covenant.

X. ESTOPPEL CERTIFICATES:

The Grantee shall within thirty (30) days of written request by Grantor, execute and deliver to the Grantor an estoppel certificate, which certifies the Grantor compliance with any obligation of the Grantor contained in this Conservation Covenant.

XI. MISCELLANEOUS:

A. Controlling Law
The interpretation and performance of this Conservation Covenant shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction
Any general rule of construction to the contrary notwithstanding, this Conservation Covenant shall be liberally construed in favor of the grant to effect the Purposes of this Conservation Covenant. If any provision in this instrument is
found to be ambiguous, an interpretation consistent with the Purposes of this Conservation Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Entire Agreement
This instrument sets forth the entire agreement of the parties with respect to the Conservation Covenant and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Covenant, all of which are merged herein.

D. Joint Obligation
The obligations imposed by this Conservation Covenant upon the parties that together comprise "Grantors' shall be joint and several.

E. Captions
The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

F. Pre-existing Rights of the Public
Approval of this Conservation Covenant by any municipal officials is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Covenant.

G. Compliance with Applicable Law
The exercise of any right reserved by Grantor, their successors and assigns of this Conservation Covenant shall be in compliance with the then-current Zoning By-Law of the Town of Ashland, and all other applicable federal, state, and municipal law.

H. Notices
Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantee: Town of Ashland
Conservation Commission
101 Main Street
2nd Floor
Ashland, MA 01721

With a copy to:
To Grantor: William and Caryn Kane
30 Raymond Way
Ashland, MA 01721

XII. EFFECTIVE DATE AND TERM:

This Conservation Covenant shall be effective when the Grantor and the Grantee have executed it and it has been recorded with the Norfolk Registry of Deeds. Per the cases, *Killorin v. Zoning Board of Appeals of Andover*, 80 Mass. App. Ct. 655, 657 (2011) and *Samuelson v. Planning Board of Orleans*, 86 Mass. App. Ct. 901 (2014), this Covenant is granted as a condition of the Order of Conditions and shall serve as a perpetual restriction on the Premises. Any expiration of this Covenant shall not affect the perpetual nature of the condition. Notwithstanding the perpetual nature of this Covenant, the Town at its option, may renew the Covenant, by recording a notice of continuation, pursuant to M.G.L. c.184, Section 27.

XIII. RECORDATION

The Grantor shall record this instrument in timely fashion in the Middlesex Registry of Deeds.

For the Grantor’s title, see Deed recorded with said Registry at Book 49926, Page 354.

Executed under seal as of _________________, 2019.

William X. Kane

Caryn P. Kane

COMMONWEALTH OF MASSACHUSETTS

_____________, ss. _______________, 2019

On the above date, before me, the undersigned notary public, personally appeared William X. Kane and Caryn P. Kane, who proved to me through satisfactory evidence of identification, which was: _________________, and acknowledged to me that they signed the foregoing document voluntarily for its stated purpose.

Notary Public
My Commission Expires: _______________
ACCEPTANCE OF GRANT

The above Conservation Covenant is accepted this ___ day of ____________, 2019 by the Town of Ashland.

Conservation Commission

By: __________________________
Chairman

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _________________, 2019, before me, the undersigned notary public, personally appeared __________________________ personally known to me as the Chairman of the Ashland Conservation Commission, and signed the preceding document, and acknowledged to me that he/she signed the document voluntarily, for its stated purpose, in his/her representative capacity on behalf of the Town of Ashland Conservation Commission.

__________________________
Notary Public

My Commission Expires:
APPROVAL BY SELECTMEN

We, the undersigned, being a majority of the Selectmen of the Town of Ashland, Massachusetts, hereby certify that at a meeting duly held on __________, 2019, the Selectmen voted to approve the foregoing Conservation Covenant to the Town of Ashland Conservation Commission.


COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ________________, 2019, before me, the undersigned notary public, personally appeared the above mentioned members of the Town of Ashland Board of Selectmen, and signed the preceding document, and acknowledged to me that they signed the document voluntarily, for its stated purpose, in their capacity as members of the Board of Selectmen.

________________________
Notary Public
My Commission Expires:
Exhibit A
Existing Easements and Encumbrances
As an MRC volunteer, you may participate in:
- MRC in Action:
  - Animal and Pet Safety and Preparedness
  - National Incident Management System
  - CP/RVED American Heart Association
  - First Aid
  - MRC Orientation

MRC units include volunteers that are:
- Non-medical volunteers are needed:
  - To assist victims with immediate needs.
  - To provide information and support.
- Medical volunteers include:
  - Medical Reserve Corps (MRC) - You do not need a medical background to volunteer. MRC volunteers receive a wide range of skills training.

Website: registra-ma.org/ineg

For more information about the Region A MRC or to request an application, please email MRC

MRC volunteers support local public health professionals with a variety of skills for example:
- Public Health
- Personnel
- Social Services
- Community Health
- Health Care

MRC volunteers have a wide range of skills with the Medical reserve component.

**TRAINING**
Region 4A is comprised of 32 communities. It is divided into North and South Districts. A North and South Volunteer Coordinator works with their respective district. This allows for each district to be better served.

**North District:** Littleton, Carlisle, Bedford, Woburn, Boxborough, Acton, Concord, Lincoln, Lexington, Winchester, Stow, Maynard, Waltham, Hudson, Wayland, Sudbury, Weston, Marlborough

**South District:** Southborough, Framingham, Natick, Ashland, Shérborn, Dover, Hopkinton, Holliston, Medfield, Millis, Norfolk, Sharon, Wrentham