BOAT OF SELECTMAN
AGENDA
February 20, 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 – Rob Scherer 6:15 pm
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.

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

Rob called the Regular Session Meeting to order at 7:00 pm

Rob recognized that the community lost three long-time town residents in the past few days including Benny Alberini former DPW Director, Paul Wyrzykowski the husband of Cheryl Wyrzykowski, and Jose Muri the wife of Robert Muri who is employed at DPW. Rob asked that we keep them in our thoughts and asked for a moment of silence.

The Board provided a proclamation for Jake Silver and wanted to let the community know that this Sunday February 23rd, Jake’s birthday, is proclaimed “Jack Silver Day” and asked that the community keep the Silver family in their thoughts and prayer.

Citizen’s Participation
Mark Dassoni, 49 Hawthorne Road, said he thoughts are with Jake and his family. He is proud to be a resident of such a great community. Additionally, Mark would like to know how a community can become Heart Healthy.

Izzy Assencoa recognized the Middlesex Savings Bank for their $15,000 donation given to the Friends of Council on Aging. The Friends are determining the best way to utilize the funds. He said if the Board has suggestions, they can attend a meeting on the first Thursday of month. He also invited everyone to attend.

Scheduled Hearings/Appearances
Update on the Business Incentive Program
Beth Reynolds explained that the Business Incentive Program has worked well, and there are a couple of businesses that are taking advantage of the program. One is the brewery and café on Cherry St., and Dolce de Leche located at 200 Homer Ave. She said these businesses will also create job opportunities.
Update – Council on Aging
Jim Zebrowski, Chair of the Council on Aging, thanked the Board for the Fees Reduction programs that have assisted seniors with trash fees and the storm water rate reductions. He said he appreciates the Board working on senior affordable housing, the Dementia Friendly program to name a few. He also acknowledged the support the Council receives from the Board and management. Jim explained that the Council is an advisory board with no operating budget still they advocate for seniors throughout Ashland.

Jim read the Council’s mission statement.

Jim said the Council is requesting more funding and reached out to Senator Spilka and Rep. Lewis to encourage them help increase Medicaid funding for rest homes. Jim reviewed the Council’s other requests such as more senior housing and affordable senior housing. Regarding the Valentine Estate, he asked the Board to keep the Senior Center and the Food Pantry in mind when looking at uses for this property. Also, said adding more handicap parking spaces in town would be helpful especially at the Post Office and Ashland Library.

Steve Mitchell explained that the Globe had an article about how to attract a wider membership including baby boomers to the Senior Center. Alexis Christopher, Vice Chair, said that Ashland’s Senior Center is known for its exercise programs and people from all over come to Ashland to take advantage of the great exercise classes.

Wine Empire – Alteration of Premises
Rob Scherer read the public notice to open the public hearing for Wine Empire, Alteration of Premises public hearing.

Rob explain that the applicant is unable to attend this evening’s meeting and ask the Board to suspend the hearing.

Steve Mitchell made a motion to suspend the hearing for the Alteration of Premise submitted by Wine Empire until March 6, 2019 at 7:30 pm. This motion was seconded by Yolanda Greaves with a unanimous vote of 4-0-0.

One Day License - St. Patrick Day Dinner
Bob Powerdly asked the Board to support the St Cecilia Parish’s request for a One-Day liquor license for the Annual St. Patrick Day Dinner to be held on March 16, 2019.

Yolanda Greaves made a motion to approve the request for the a One-Day Liquor License for St. Cecilia Saint Patrick’s Day Dinner, which will take place on Saturday March 16th from 5:00 pm to 9:00 pm. This motion was seconded by Joe Magnani with a unanimous vote of 4-0-0.

Consent Agenda
A. Accept the donation of two freezers from the Bill Gath
B. Approve the request from Max Performance to use town roads for two events, which are scheduled on March 11, 2019 and September 8, 2019. These events must be coordinated with Public Safety and DPW.
C. Accept the resignation of Donna Viulleumier from the Council on Aging.
D. Accept the appointment of Eric Houle to the Water and Sewer Department as a Light Equipment Operator.

Yolanda Greaves made a motion to approve the Consent Agenda except for Item B. Max Performance. This motion was seconded by Joe Magnani with a unanimous vote of 4-0-0.
Joe Magnani explained that when reading the proposal and he noticed that funding is provided to groups in Hopkinton and although 85% of the race takes place in Ashland there is no funding provided to the town. Joe would like Max Performance to consider safety issues with regards to cyclists and the open road condition and requested that we follow-up with applicant to address this concern.

The Board deferred this item and follow-up points until a future meeting.

**Old / New Business**

**Stormwater Committee**

Jenn Ball appointed Evan White to the Stormwater Committee to fill the vacancy of an ex-officio position.

Yolanda Greaves made a motion to appoint Evan White to the Stormwater Committee as ex-officio and the term does not expire. This motion was seconded by Joe Magnani with a unanimous vote of 4-0-0.

**Execute the Purchase Documents**

Rob Scherer said this item is to appoint a person to execute the purchase documents for Map 4 Lot 16 including 7.1 acres +/- described as Parcel II located at the rear of 0 Oregon Road.

Yolanda Greaves made a motion that the Board of Selectmen purchase the “Property” as approved by Article 13 of the November 28, 2018 Special Town Meeting and further authorize Joe Magnani, to execute and enter into any and all documents necessary to effectuate the purchase of the property which is that certain parcel of land, located on Ashland Assessor’s Map 4 Lot 16 including 7.1 acres +/- as more fully described as Parcel II in a deed dated May 24, 1996 and recorded in Middlesex South Registry of Deed in Book 26355 Page 182 located at rear 0 Oregon Road. This motion was seconded by Steve Mitchell with a unanimous vote of 4-0-0.

**Review Building Department Fees**

Jenn Ball explained that in preparation for the next year’s budgets we are looking at revenues and are seeking to update the building fees. Additionally, in reviewing fees she said we found discrepancies in routine inspection fees and should align those fees. Jenn explained the next step will be to hold a public hearing, make a formal recommendation and then accept the new fees.

**Open the Annual Town Meeting Warrant**

Jenn Ball explained that it is time to Open the Annual Town Meeting Warrant with a submission due date of March 22, 2019. Once this has been approved Jenn said she would like to advertise the date, so everyone is aware of the timeline.

Yolanda Greaves made a motion to open the 2019 Annual Town Meeting Warrant and the deadline for Notice of Intent to submit proposed warrant articles is March 22, 2019. This motion was Joe Magnani with a unanimous vote of 4-0-0.

**BAA Spring Grants**

Susan Robie asked that the Board open the BAA Spring Grant rounds and proposed a deadline for submissions of Friday March 31, 2019.

Steve Mitchell made note of the application criteria which requires organizations and individual awardees of BAA Grants in the previous twelve months to submit a description of their activities and programs. The Board agreed it is important to uphold this requirement and will ensure it is compiled with going forward.

Susan Robie will contact the spring round or awardees to verify their programs.
Yolanda Greaves made a motion open the BAA Spring Grant Round with a deadline for submissions is Friday March 31, 2019 to appoint Rob Scherer and Steve Mitchell to the BAA Grant Subcommittee which will review the submission and make recommendation on the awards. This motion was seconded by Yolanda Greaves with a unanimous vote of 4-0-0.

**Discuss the Board of Selectmen Scholarship**
Steve Mitchell made a motion to open the 2019 Board of Selectmen Scholarship Program with a due date of May 1, 2019. The recipients will be two students that are residents of Ashland and the scholarships will be in the amount of $1,500.00 each and that we appoint Yolanda Greaves and Joe Magnani to the Scholarship Committee. This motion was seconded by Yolanda Greaves with a unanimous vote of 4-0-0.

**Eversource Update**
Rob Scherer explained that the Eversource Project is the expansion of the natural gas transmission line between Ashland and Hopkinton. Eversource anticipates that this 5-year project is required to change the pipe size from a 6-inches specially to a 12-inches. The proposed routes cut across open space, wetlands and resident’s properties. The town has filed for intervener status and we are working with a consultant to assist with that process. Rob outlined some of issues such as challenging the necessity of the pipeline, the need to look carefully at the two proposed routes and the affect this project will have on the town and any mitigation that goes along with project given safety is paramount. He said information about this project is available online at the Energy Facilities Siting Board, State Dept. of Public Utilities EFSB18-02. Rob said he feels strongly that we evaluate the two alternatives and ensure the town understands how the project is being done and we push back on the necessity until a detailed analysis is completed.

Rob asked for public comments.

Mark Dassoni expressed concern with the project and wanted to know how old the pipes are. Rob Scherer explained that Eversource said that they do have any safety concerns and the pipe is not being replaced for safety reasons it is being replaced to increase capacity.

Chuck Litz, 150 Oregon Road thanked the Board for intervening on this project and stated that he is concerned with the environmental affects from all types of fuel, particularly natural gas. He asked how the proposed routes were determined and if there is a third option. Rob Scherer explained that we have not questioned the routes that have been proposed but the specialist would look this as part of the review.

Matt Marshquist, 12 Wesson Road explained that he is also concerned with the two proposed route options.

**Town Manager Reports**

**Update on Bond Rating**
Jenn Ball announced that Standard and Poor’s affirmed the town’s AAA bond rating and upgraded a few characteristics, such as our financial policies and management from strong to very strong.

**Discuss the Status of the Owners Project Manager**
The Building Committee issued an RFQ for project managers and received ten proposals and interviewed three candidates. The committee is meeting tomorrow to select a vendor, determine costs and the engage an architect to complete the design.

**Update on Riverwalk Project**
Jenn Ball explained that she had recently attended the Conservation Committee to discuss adding pilings to the bridge in order to cut costs. The Conservation Committee supported the request and therefore the bridge will have to go out to bid.
Update on the Warren District
Jenn Ball said an offer has been extended but it has not been accepted yet, so the Board will be provided an update once the position has been filled.

Update on the Rail Transit District
Jenn explained that the YMCA has closed on their property and closing on the town’s property is still pending.

Board Reports
Joe Magnani
Joe thanked Rob for offering a moment of silence for those who have recently passed. He recognized Benny Alberini who served as the DPW Director which was an elected position. Joe sent his best to the family. He also sends Cheryl and Team Jake and the family his best.

Yolanda Greaves
Yolanda also wanted to offer her condolences to those that have lost their love ones.

Yolanda explained that the on the Friday before winter break the schools celebrated P.J. Ferrier Kindness Day.

The Metro Common 2050 sponsored by MAPC will be held on February 28th from 3:00 pm to 8:00 pm at the Memorial Hall in Framingham.

Yolanda said on February 28th from 7:00 pm to 9:00 pm at Los Cabos the Ashland’s Women’s group will hold their next meeting and discussing volunteerism is on the agenda.

On March 4th from 7:00 pm to 9:00 pm at the Ashland High School Conversation vs. Confrontation will be held.

Yolanda reminded everyone that on March 5th at 6:30 in the Town Hall the Board will hold their stormwater discussion.

Steve Mitchell
Steve mentioned that at the last meeting we discuss alcohol policy training at a hearing and then a couple days later the Police held the training and one session focused on the licensee and the other focused on staff.

On February 8th Steve attended the MetroWest Visitor’s Bureau Breakfast and he met with someone that worked on creating a cultural district and obtained additional information. He also heard a presentation by a Framingham State faculty on hospitality.

Rob Scherer
Rob said that he knew Paul Wyrzykowski and always enjoys chatting him when stopping by the Library and enjoyed coaching with him when their sons were young.

Rob also asked if anyone would be attending the solar rooftop webinar which addresses adding solar panels to new building. Rob hopes that we will consider adding them to our new public safety building.

Rob mentioned that he has heard the MBTA and MassDOT is sponsoring a MBTA and commuter rail Vision 40 program but was not sure what it was all about. Yolanda Greaves said she has attended a couple meetings but mentioned there are a couple different projects that are going on. Steve Mitchell said that he is hoping that our commuter rail station’s needs will be addressed.
Adjournment
Yolanda Greaves made a motion 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.
APPLICATION FOR AMENITIES FINANCING PROGRAM

Purpose:

The amenities financing program was established to provide financial assistance to new or expanding business owners in Ashland. The amenities financing program offers rental and equipment expense reimbursements to amenity businesses that are looking to open or expand in Ashland. The rental assistance option reimburses new businesses for their first year of rent (up to $10,000) and the equipment reimbursement covers 50% of their initial equipment costs (up to $10,000). The whole program is valued at $20,000 for each new business that chooses Ashland to start their business. Funding for an additional $20,000 for rental and/or equipment costs is available to a business that meets special criteria which demonstrates a significant economic benefit to the town.

Eligibility Requirements and Guidelines:

- New/Expanding Businesses. Applicants must seek to (i) locate a new for profit business in Ashland, or (ii) relocate an existing for profit business from outside Ashland.
- Applicant must demonstrate that they are willing and able to enter into a multi-year lease, with a minimum of three (3) year term and must demonstrate that they have the financial ability to achieve successful long term operations in the new or existing location.
- “But for,” clause. Applicants must show that the proposed project would not be possible “but for” the incentive.
- Qualified applicants will receive one year’s rent (up to $10,000) on a monthly reimbursement basis upon receipt of documentation that the required periodic rent payment was paid and received by the landlord.
- Qualified applicants will receive 50% of total equipment cost (up to $10,000) on a reimbursement basis once three quotes have been obtained and proof of purchase is submitted.
- Rent payment assistance will be paid by check made payable to the business owner, as outlined in the lease, and shall be for only one quarterly rental period at a time.
- Rent reimbursements will not be paid until all landlord or tenant construction has been completed and the business is open for operations.
Funding for an additional $20,000 (not to exceed $40,000 total) must meet special requirements including, but not limited to:

- Create 5 new full time jobs with 3 years of grant acceptance (FTE = 35+ hours per week)
- Personal Investment of minimum of $250,000
- Approved strategic plan that demonstrates an economic benefit to the town for the future.

Note: Once award is approved, companies enter into an agreement and will be responsible for a 3 year reporting system. Should a business not comply with requirements listed, a clawback provision will be implemented for non-compliance. 90% of the grant will need to be returned within 90 days of notice.

Instructions:

Please fill out the entire application and submit it with attachments either via email or in hard copy to:
Beth Reynolds, Economic Development Director
101 Main Street, Ashland, MA 01721
breynolds@ashlandmass.com

Attachments:

- Certificate of Good Standing
- Memorandum of Agreement
- Lease Agreement
- Three quotes per piece of equipment
APPLICATION

BUSINESS INFORMATION

Business Address:

Please indicate if this business is new or existing:

Type of Business:

Contact Name:

Contact Phone:

Contact Email:

Please provide a brief description of the business:

If applicable, locations of other operation:

Please indicate whether the lease is gross or triple net, and specify amounts:

Name of Landlord:

Landlord Phone: Landlord Email:

PROJECT INFORMATION

Please describe the use of reimbursement funds:
Please indicate the estimated cost requested:

Does the project require you to obtain a building permit? Attach copies of permits.

SIGNATURE AND CERTIFICATION

I have read and understand the guidelines of the Ashland Amenities Financing Program. I understand that approval for funds is based on the approval of the Ashland Economic Development Advisory Group and subject to the availability of funds. I hereby certify that the information in this application is true and complete.

__________________________________________________________________________
Signature

__________________________________________________________________________
Date
APPLICATION FOR SIGN & FAÇADE PROGRAM

Purpose:
The Sign & Facade Program was established to provide technical and financial assistance to Ashland businesses making external improvements to their establishments. This program matches up to half of the project's cost or $5,000 (whichever is less) for facade and/or sign improvements with town funding through the Ashland Economic Development Incentive Program. In doing so, the Town seeks to promote local merchants and enhance the physical appearance of Ashland.

Eligibility Requirements:
This program is open to all businesses in Ashland but targeted to properties located on visible or high-traffic areas such as Main Street, Pleasant Street, Route 135, Pond Street. The applicant must either own the property in question or have a letter of authorization for the project from the owner. Moreover, the property must not have any outstanding obligations to the Town (i.e. no back taxes owed, town liens, etc.).

The project must have all required town approvals and permits. There is no permit required for basic landscape improvements but please consult the building department if any structures, paving or signs that are being modified.

Examples of exterior improvements that are eligible under this program include:

- Accessibility improvements (i.e. handicapped accessible ramps)
- Exterior signs
- Awnings
- Lighting energy conservation for windows & doors
- Painting
- Surface Parking lots
- Planters and landscaping
- Correction of Code
- Program funds may not be used for improvements to the interior of the business or to sidewalks or public walkways.
Program Description:

This is a reimbursement grant - payable when the work is completed. The procurement and reimbursement process that follows a project's approval is summarized below:

- The business owner must seek out a minimum of three (3) bids for the project.
- He or she then selects the contractor from among these bids.
- Projects may receive reimbursements of up to half the total project cost or $5,000.00, whichever is less.
- Grant is payable when project is completed, and all relevant receipts submitted and approved by the Town.

Instructions:

Please fill out the entire application on the back of this page and submit it with attachments either via email or in hard copy to:

Beth Reynolds, Economic Development Director
101 Main Street, Ashland, MA 01721
breynolds@ashlandmass.com

Attachments:

- Proof of Business
- Three quotes for work to be completed with materials and labor listed separately
- Letter from property owner (if property is not owned by applicant)
- Any permits required for the project

APPLICATION

BUSINESS INFORMATION

Business Address:

Please indicate if this business is new or existing:
Type of Business:

Contact Name:

Contact Phone:

Contact Email:

PROJECT INFORMATION

Please describe the scope of work for the proposed renovation project:

Please indicate the estimated total project cost of the total amount budgeted for improvements:

Does the project require you to obtain a building permit? Attach copies of permits.

SIGNATURE AND CERTIFICATION

I have read and understand the guidelines of the Ashland Sign and Façade Improvements Program. I understand that approval for funds is based on the approval of the Ashland Economic Development Advisory Group and Design Review Committee and subject to the availability of funds. I hereby certify that the information in this application is true and complete.

__________________________________________________________
Signature

__________________________________________________________
Date
Town of Ashland, Massachusetts
Office of the Board of Selectmen
and Town Manager
101 Main Street, 01721-1191
(508) 881-0100

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

BOARD OF SELECTMEN
Rob Scherer, Chairman
Steve Mitchell, Vice Chairman
Yolanda Greaves, Clerk
Joseph J Magnani, Jr., Selectman

LEGAL NOTICE
Town of Ashland

Notice is hereby given that the Board of Selectmen will conduct a hearing regarding an Alteration of Licensed Premises for Wine Empire. This establishment currently holds a Wine and Malt Package Store License. The alterations are a modification of the current floor plan at the current location:

Wine Empire
12B West Union Street
Ashland, MA 01721

A public hearing will be held on the matter at the Ashland Town Hall, 101 Main Street Ashland, MA on Wednesday February 20, 2019 at 7:30 P.M.

Persons wishing to be heard on this matter are invited to attend the public hearing at the date and time noted above. Interested parties who are unable to attend the hearing may submit written comments to the Selectmen’s Office, Town Hall 101 Main Street, Ashland, MA 01721 or by e-mailing Susan Robie at srobie@ashlandmass.com

Robert Scherer
Chairman
Board of Selectmen
AMENDMENT-Change or Alteration of Premises Information

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make $200.00 payment here: https://www.mass.gov/epay-for-online-payments-abcc

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL

EPAY CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 0049-PK-0040

ENTITY/ LICENSEE NAME WINE EMPIRE LLC

ADDRESS 12B WEST UNION STREET

CITY/TOWN ASHLAND STATE MA ZIP CODE 01721

For the following transactions (Check all that apply):

☐ New License  ☐ Change of Location  ☐ Change of Class (i.e. Annual / Seasonal)
☐ Transfer of License  ☐ Alteration of Licensed Premises  ☐ Change of License Type (i.e. club / restaurant)
☐ Change of Manager  ☐ Change Corporate Name  ☐ Change of Category (i.e. All Alcohol/Wine, Mal)
☐ Change of Officers/ Directors/LLC Managers  ☐ Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)  ☐ Issuance/Transfer of Stock/New Stockholder
☐ Other

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
239 CAUSEWAY STREET
BOSTON, MA 02241-3396
AMENDMENT-Change or Alteration of Premises Information

☐ Change of Location
  • Chg of Location/Alteration of Premises Application
  • Financial Statement
  • Vote of the Entity
  • Supporting financial records
  • Legal Right to Occupy
  • Floor Plan
  • Abutter's Notification*
  • Advertisement*
  • Payment Receipt

☒ Alteration of Premises
  • Chg of Location/Alteration of Premises Application
  • Financial Statement
  • Vote of the Entity
  • Supporting financial records
  • Legal Right to Occupy
  • Floor Plan
  • Abutter's Notification*
  • Advertisement*
  • Payment Receipt

*If abutter notification and advertisement is required for transaction, please see the local licensing authority.

1. BUSINESS ENTITY INFORMATION

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Municipality</th>
<th>ABCC License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>WINE EMPIRE LLC</td>
<td>ASHLAND</td>
<td>0049-PK-0040</td>
</tr>
</tbody>
</table>

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

SEPARATE ON-PREMISE SPACE WITHIN PREMISES

APPLICATION CONTACT
The application contact is the person who should be contacted with any questions regarding this application.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>GIANLUCA QUEIROLI</td>
<td>OWNER</td>
<td><a href="mailto:INFO@MYWINEMPIRE.COM">INFO@MYWINEMPIRE.COM</a></td>
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</table>

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS
Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

OUR PREMISES HAVE ABOUT 200 SQ. FT OF SPACE THAT WE WOULD LIKE TO UTILIZE AS ON-PREMISE SPACE WHERE TO SERVE APPETIZERS & WINE FLIGHTS. WE PROPOSE TO DELIMIT THE AREA WITH AND BUILD A TRELLIS WALL WITH ACCESS DOOR.

2B. PROPOSED DESCRIPTION OF PREMISES
Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

SEE ABOVE AND ENCLOSED FLOOR PLAN.

<table>
<thead>
<tr>
<th>Total Sq. Footage</th>
<th>Seating Capacity</th>
<th>Occupancy Number</th>
<th>Number of Entrances</th>
<th>Number of Exits</th>
<th>Number of Floors</th>
</tr>
</thead>
<tbody>
<tr>
<td>200</td>
<td>20</td>
<td>20</td>
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</tbody>
</table>

1
**AMENDMENT-Change or Alteration of Premises Information**

### 3. CHANGE OF LOCATION

#### 3A. PREMISES LOCATION

- **Last-Approved Street Address**
  
- **Proposed Street Address**

#### 3B. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

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<thead>
<tr>
<th>Total Sq. Footage</th>
<th>Seating Capacity</th>
<th>Occupancy Number</th>
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<th>Number of Exits</th>
<th>Number of Floors</th>
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### 3C. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

- **Landlord Name**
  
- **Landlord Phone**
  
- **Landlord Email**

- **Landlord Address**

- **Lease Beginning Date**

- **Rent per Month**

- **Lease Ending Date**

- **Rent per Year**

**Will the Landlord receive revenue based on percentage of alcohol sales?**

[ ] Yes  [ ] No
4. FINANCIAL DISCLOSURE

Associated Cost(s):

5,000

SOURCE OF CASH CONTRIBUTION
Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

<table>
<thead>
<tr>
<th>Name of Contributor</th>
<th>Amount of Contribution</th>
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<tbody>
<tr>
<td>WINE EMPIRE BANK ACCOUNT</td>
<td>5,000</td>
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<tr>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Total</td>
<td>5,000</td>
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SOURCE OF FINANCING
Please provide signed financing documentation.

<table>
<thead>
<tr>
<th>Name of Lender</th>
<th>Amount</th>
<th>Type of Financing</th>
<th>Is the lender a licensee pursuant to M.G.L. Ch. 138.</th>
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<tbody>
<tr>
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<td>☐ Yes ☐ No</td>
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<td>☐ Yes ☐ No</td>
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</tbody>
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3
ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.
Your Business Advantage Checking
Bus Platinum Privileges
for December 1, 2018 to December 31, 2018
WINE EMPIRE LLC

<table>
<thead>
<tr>
<th>Account summary</th>
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<tbody>
<tr>
<td>Beginning balance on December 1, 2018</td>
<td>-$488.59</td>
</tr>
<tr>
<td>Deposits and other credits</td>
<td>91,680.20</td>
</tr>
<tr>
<td>Withdrawals and other debits</td>
<td>-59,722.00</td>
</tr>
<tr>
<td>Checks</td>
<td>-21,508.33</td>
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<tr>
<td>Service fees</td>
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</tr>
<tr>
<td>Ending balance on December 31, 2018</td>
<td>$9,961.28</td>
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</tbody>
</table>

# of deposits/credits: 39
# of withdrawals/debits: 158
# of items—previous cycle\(^1\): 48
# of days in cycle: 31
Average ledger balance: $4,684.89

\(^1\)includes checks paid, deposited items & other debits

Banking at your fingertips
Our Mobile Banking app\(^1\) is certified by J.D. Power\(^2\) for providing *An Outstanding Customer Experience.*\(^3\)
To learn more, and download it for free, visit bankofamerica.com/getmobileapp.

---

\(^1\)Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.

\(^2\)For J.D. Power award information, visit jdpower.com

\(^3\)2018 Bank of America Corporation | ARF3TRPR | SSM-02-18-0009.8
APPLICANT'S STATEMENT

I, GIANLUCA QUEIROLO, the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager

Authorized Signatory

of

WINE EMPIRE

Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

1. I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

2. I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

3. I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

4. I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

5. I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

6. I understand that all statements and representations made become conditions of the license;

7. I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

8. I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

9. I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

10. I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: [signature]

Date: 01/31/2019

Title: OWNER/MANAGER
CORPORATE VOTE

The Board of Directors or LLC Managers of WINE EMPIRE LLC, duly voted to apply to the Licensing Authority of ASHLAND, and the Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 1/30/2019.

For the following transactions (Check all that apply):

- [x] Alteration of Licensed Premises
- [ ] Change of Location
- [ ] Other

"VOTED: To authorize GIANLUCA QUEIROLI, Name of Person, to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

A true copy attest,

Corporate Officer /LLC Manager Signature

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature
WINE EMPIRE

ACCESS
DOOR
<table>
<thead>
<tr>
<th>PARCEL ID</th>
<th>PARCEL ADDRESS</th>
<th>OWNER 1</th>
<th>OWNER 2</th>
<th>MAILING ADDRESS</th>
<th>CITY/TOWN</th>
<th>STATE</th>
<th>ZIP</th>
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<tbody>
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<td>85 SUMMER ST</td>
<td>TOWN OF ASHLAND</td>
<td>STONE PARK</td>
<td>101 MAIN ST</td>
<td>ASHLAND</td>
<td>MA</td>
<td>01721</td>
</tr>
<tr>
<td>20-001-00-000</td>
<td>0 CHERRY ST REAR</td>
<td>PAPADELLIS CHRIS S</td>
<td>TRUSTEE NIRAOL RLTY NOMINEE TR</td>
<td>730 OLD CONNECTICUT PATH / PO BOX 1236</td>
<td>FRAMINGHAM</td>
<td>MA</td>
<td>01701</td>
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<tr>
<td>20-003-00-000</td>
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<td>KARPOUZIS ANDREW D</td>
<td>TRUSTEE OF 175 CHERRY ST RLTY TR</td>
<td>875 WAVERLY ST</td>
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<td>TR OF THE K PLAZA TRUST</td>
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<td>25 WEST UNION ST</td>
<td>CNRL INC</td>
<td>C/O AMERICAN PROPERTIES TEAM</td>
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<td>858 WASHINGTON ST / SUITE 305</td>
<td>DEDHAM</td>
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<tr>
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<td>101 PRESIDENTS ROW</td>
<td>ASHLAND COMMONS ASSOCIATES</td>
<td>BRUNO CASTELLI TR OF BRUNO REVOK TR</td>
<td>500 WEST CUMMINGS PARK / SUITE 605C</td>
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<td>02134</td>
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<tr>
<td>20-159-00-000</td>
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<td></td>
<td>159 CAMBRIDGE ST</td>
<td>ALSTON</td>
<td>MA</td>
<td>02134</td>
</tr>
</tbody>
</table>

The above reflects the latest information available on our records.

Richard E. Bell, M.A.A.
Assistant Assessor

2/13/19 Date
LEGAL NOTICE

get public hearing

REALTORS OF WEST UNION STREET Town of Ashland

NOTICE is hereby given that the Board

of Realtors of West Union Street

the town of Ashland on February 11, 2010 at 7:00 PM.

The Board may solicit comments on the

articles of the meeting.

Any person desiring to be heard on the

articles of the meeting may appear at the

meeting and shall be heard.

The meeting will be held at the

Town Hall, Main Street, Ashland, MA 01721.

Person(s) desiring to be heard on the

matter are invited to attend the public

hearing at the date and time stated above.

All interested persons and all who

wish to be heard on the matter may appear

personally or by attorney at the

meeting.

Notice is given that the Town Council of

the Town of West Union Street, County of

Middlesex, Commonwealth of Massachusetts

will hold a public hearing on the

articles of the meeting.

Any person desiring to be heard on the

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meeting.
Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email and via text message.

Transaction Processed Successfully.
INVOICE #: 695ea66-3e4e-465a-bbbf-d6590c80b3e8

<table>
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<tr>
<th>Description</th>
<th>Applicant, License or Registration Number</th>
<th>Amount</th>
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<tbody>
<tr>
<td>FILING FEES-RETAIL</td>
<td>0049-PK-0040</td>
<td>$200.00</td>
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</tbody>
</table>

Total Convenience Fee: $4.70
Total Amount Paid: $204.70

Date Paid: 1/31/2019 9:44:03 AM EDT

Payment On Behalf Of
License Number or Business Name: 0049-PK-0040

Fee Type: FILING FEES-RETAIL

Billing Information

First Name: gianluca
Last Name: queiroli
Address: 12b west union street
City: Ashland
State: MA
Zip Code: 01721
Email Address: info@mywineempire.com
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 srobie@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
Application For One Day License

1. Name of Applicant: Rev. Richard P. Cornell
2. Address of Applicant: 54 Essex Street, Ashland, MA 01721
3. Phone #: 508-881-1107     Email: business@saintceciliaparish.org
4. Name of Business if Different from Applicant: St. Cecilia Parish
5. Location of Event: Family Center, 48 Essex Street
6. Proposed Date of Event: 3-16-19
7. Person In Charge: Anne Fowler
8. Hours: 5PM - 9PM
9. Number of Anticipated Attendees: 100
10. Purpose of the Request: St. Patrick’s Day Dinner

*****************************************************************************

DO NOT WRITE BELOW THIS LINE
FOR OFFICIAL USE ONLY

FEES:
Amount paid: $250.00
Date received: 2/3/19
Date: 3/13/2019

Establishment: J & J Church

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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<tr>
<th>Date Read</th>
<th>Employee Name</th>
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<tbody>
<tr>
<td>3/13/2019</td>
<td>Robert Fields</td>
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</tbody>
</table>
February 1, 2019

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

Board of Selectmen,

Thank you for reviewing this letter. Max Performance is excited to offer our 13th 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. Max continues the tradition of working with the community and our volunteer initiative programs help support local HS teams in surrounding communities, including Hopkinton HS Cross Country, Field Hockey and Swim/Dive Teams. We’re proud to promote our relationship with various community organizations. *(Please see testimonials on last page)*

Max Performance is requesting access to the town roads for Triathlon events held on **May 11th, 2019 & September 8th, 2019**. All other permits will be arranged by Max including Parks and Recreation and neighboring towns. Please see the attached Permit Request for event specifics. Max Performance will continue to support many community groups, most notably the **Timlin 5k Race** with race equipment and direct setup on race weekend.

**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: 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 11th & Sunday September 8th, 2019

Goal:  To host 13th 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.

<table>
<thead>
<tr>
<th>Town of Ashland Delegate</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
</table>
Bike Course
Hopkinton State Park

<table>
<thead>
<tr>
<th>Direction</th>
<th>Cue</th>
<th>Mile</th>
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</thead>
<tbody>
<tr>
<td>R</td>
<td>Out of Transition Area</td>
<td>.1</td>
</tr>
<tr>
<td>R</td>
<td>Park Road</td>
<td>1.3</td>
</tr>
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<td>R</td>
<td>Howe St/ Wilson Street (Exit Park)</td>
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<td>R</td>
<td>Rafferty Road</td>
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<td>R</td>
<td>Rt. 85 North</td>
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<td>R</td>
<td>Southville Road (Southborough)</td>
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<td>R</td>
<td>High Street</td>
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<td>R</td>
<td>Whittemore Drive</td>
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<td>Sandstone Way</td>
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<td>Indian Brook Way</td>
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<td>L</td>
<td>Howe Street</td>
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<td>R</td>
<td>Park Road (Re-enter Park)</td>
<td>8.6</td>
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<td>L</td>
<td>Park Road (Toward Transition)</td>
<td>9.8</td>
</tr>
<tr>
<td>L</td>
<td>Dismount Area (Slow Speed!)</td>
<td>10</td>
</tr>
</tbody>
</table>

Bike Course

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/534124833493280572
Tim:
Thanks for the wonderful race today. You surely "dot the "i"s and cross the "T"s" on all of the details. Everything was safe, efficient and all of the participants were polite as were the volunteers (I did not see any of them on their Smartphones which meant to me they were paying attention to their responsibilities).

In appreciation, Janit Romayko

Tim,

Thank you so much for putting on such amazing race. It is great to see the smiles all around.

Thank you again for everything you do.

Lisa
DATE: February 5, 2019

ASHLAND TOWN CLERK
101 MAIN STREET
ASHLAND, MA 01721

I, Donna Vuilleumier, 31 Mountain Gate Road HEREBY RESIGN FROM
(PRINT NAME) (ADDRESS)

Council on Aging EFFECTIVE AS OF February 5, 2019
(COMMISSION, BOARD OR COMMITTEE) (DATE)

See attached
SIGNATURE

31 Mountain Gate Road
ADDRESS

MY REASON FOR RESIGNATION IS:

_____ RELOCATION

_____ PERSONAL

X_____ OTHER: see attached

PLEASE FORWARD TO:
ASHLAND TOWN CLERK
101 MAIN STREET, ASHLAND, MA 01721
February 5, 2019

Board of Selectmen
Ashland Town Hall
101 Main St.
Ashland, MA 01721

Dear Selectmen and Selectwoman,

Having had the opportunity to serve on the Council on Aging has been a wonderful privilege to be an advocate for the needs of the seniors in Ashland. However I need to resign immediately from the council due to increased needs in my hospice ministry which will conflict with the meeting time and other council activities.

I appreciate the time that I had to serve with such a committed group.

Thank you,

Donna Vuilleumier
Dear Mr. Houle:

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 Water & Sewer 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 5 rate of $20,9628/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 6 rate of $22,0088 (FY20).
- 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, March 4; 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

February 14, 2019
Mr. Joseph Sbardella

Dear Mr. Sbardella:

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 **Full-time Dispatcher for the Ashland Fire Department**, with the following compensation package. This offer is contingent upon a successful pre-employment screening including: (1) a CORI check (see attached form and authorization), and (2) employment eligibility verification.

- The position is **full-time, average of 42 hours/week, non-exempt** and is offered at a Step 2 **rate of $21.088/hr.**
- You will have a **six-month probationary period**.
- FT Dispatcher **schedule** is as follows: 5 24-hr shifts off on schedule TBD on start.
- COLA and Performance-based **step increases**, based on an positive annual review;
- Sick and Vacation Paid Time Off (PTO) per the employee handbook, and Town-paid holidays;
- Insurance **benefits**, if selected; participation in Middlesex County Retirement System.

We will plan for a starting date of Monday, March 4; please contact us if this needs to change. On your first day, Keith Robie, Fire Chief, will meet you at the AFD Cedar Street Station. **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

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cc: Lisa Ugialoro, Human Resources
Keith Robie, Ashland Fire Department
Susan Robie, Town Manager's Office
Re: Stormwater Committee

1 message

Doug Small <dsmall@ashlandmass.com>  Thu, Feb 7, 2019 at 9:13 AM
To: Susan Robie <srobie@ashlandmass.com>
Cc: Maeghan Dos Anjos <mdosanjos@ashlandmass.com>, "Robert St. Germain" <robstg1@mac.com>

Susan

I recommend Evan White as the replacement for Rajitha. Okay?

Evan and Meghan will be the Ex-officio members hopefully.

Regards

Doug

On Thu, Feb 7, 2019 at 8:57 AM Susan Robie <srobie@ashlandmass.com> wrote:

Doug,

Maeghan asked me this morning about the process for finding a replacement for Rajitha on the Stormwater Committee. I explained that you would have to make a recommendation which I would put on the February 20th Board of Selectmen agenda seeking appointment.

The committee is made up of 9 members which 7 are residents and 2 are Ex-officio (Staff). We currently we 3 vacancies.
Motion: I hereby move that the Board of Selectmen purchase the “Property” as approved by Article 13 of the November 28, 2018 Special Town Meeting and further authorize the __________________, __________________, to execute and enter into any and all documents necessary to effectuate the purchase of the property which is that certain parcel of land, located on Ashland Assessor’s Map 4 Lot 16 including 7.1 acres +/- as more fully described as Parcel II in a deed dated May 24, 1996 and recorded in Middlesex South Registry of Deeds in Book 26355 Page 182 and located at rear ) 0 Oregon Road.

Second: __________________

Vote: ____________________________________________________________

______________________________________________________________

Date: __________________

Secretary Signature: ___________________________________________

True and Accurate Copy: _______________________________________

Town Clerk
PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made as of the _____ day of ____________, 2019, by and between Mary E. Collins, surviving joint tenant, ("Seller") and Town of Ashland, Massachusetts, a body corporate and politic of the Commonwealth of Massachusetts, , with a mailing address of 101 Main Street, Ashland, Massachusetts ("Buyer").

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

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

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

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

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

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

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

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

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

(a) A deposit of $1,000.00 (the "Initial Deposit") was delivered to Mead, Talerman and Costa, LLC (the "Escrow Agent") upon the execution of that certain Offer to Purchase Real Estate, dated September 6, 2018, by and between Seller and Buyer (the "Offer");

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

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

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

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

5. Condition of Premises; As Is. Full possession of the Premises, free of all tenants and occupants is to be delivered on the Closing Date, the Premises to be then (a) substantially in the same condition as they were at the time of Buyer's "Due Diligence" (as such term is defined in the Offer), with all personal property, except as described on Exhibit A hereto, removed, and (b) in compliance with the provisions of any instrument referred to in Section 2 hereof. Buyer shall be entitled to inspect the Premises at a mutually agreeable time within three (3) business days prior to the Closing Date in order to determine whether the condition thereof complies with the terms of this Section 5. Buyer acknowledges and understands that the Premises will be conveyed "AS IS", "WHERE IS" and with all faults. Buyer represents, warrants, and agrees that it has
completed the Due Diligence during the "Due Diligence Period" (as such term is defined in the Offer), which expires on December 31, 2018 and that Buyer is fully satisfied with the Due Diligence. Seller has not made, and Buyer has not relied on, any representation or warranty with respect to the Premises except as expressly set forth in this Agreement.

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

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

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

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

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

7. This paragraph is intentionally deleted.

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

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

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

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

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

A. On or before December 1, 2018 approval of Town Meeting to;

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

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

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

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

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

(b) To the best of Seller’s actual knowledge, there are no unrecorded leases, subleases, licenses or other rental or occupancy agreements (written or oral) in force or effect which grant any possessory interest in or to the Real Property.

(c) Seller has received no written notice from any public authority to the effect that the Real Property or any portion thereof, is not in substantial compliance with federal, state and local laws, ordinances, codes, regulations, orders, and requirements.
(c) Seller has received no written notice from any public authority to the effect that the Real Property or any portion thereof, is not in substantial compliance with federal, state and local laws, ordinances, codes, regulations, orders, and requirements.

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

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

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

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

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

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

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

Except as otherwise herein provided, Seller’s representations and warranties provided in this Agreement shall survive the delivery of the deed. The acceptance of the Deed by Buyer shall be
11. **Additional Covenants of Seller.** Seller covenants and agrees that from and after the date hereof until the Closing, or earlier termination of this Agreement pursuant to the provisions of Section 6, 8 or 9, Seller shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **a. Buyer’s Default: Damages.** In the event Buyer breaches this Agreement, Seller, as its sole and exclusive remedy, shall be entitled to retain the Deposit as liquidated damages, and not as a penalty, and such retention shall be Seller’s sole remedy at law or in equity. Seller and Buyer agree that it would be impractical and extremely difficult, if not impossible, to fix actual damages that would be suffered by Seller as a result of Buyer’s default, and agree that the Deposit is fair and reasonable under the circumstances and a suitable proxy for actual damages.
b. Seller Default, Buyer’s Remedies. If Seller shall fail to fulfill the Seller’s agreements herein, other than by reason of Buyer’s fault or other reasons beyond Seller’s control (a “Seller Default”), then, as Buyer’s sole and exclusive remedy in such event, Buyer shall have the right: (i) to terminate this Agreement by written notice to Seller and to obtain the return of the Deposit, and in addition, Seller shall pay to Buyer upon demand, Buyer’s Transaction Costs, as hereinafter defined, up to a maximum of ten thousand and NO/100’s ($10,000.00) Dollars; or (ii) to seek to compel Seller to convey the Property to Buyer in accordance with the terms of this Agreement in return for payment by Buyer to Seller of the full Purchase Price required hereunder, without offset or deduction, provided that Buyer shall give notice to Seller to terminate this Agreement or shall file suit to compel conveyance hereunder within thirty (30) days of the date of Seller’s alleged breach. The term “Buyer’s Transaction Costs” shall mean (a) the reasonable legal fees incurred by Buyer in connection with the preparation of this Agreement, (b) all arm’s length third party costs and expenses incurred by Buyer in connection with Buyer’s Due Diligence Activities, including all fees and expenses paid to environmental or other consultants, and all fees and expenses paid to a surveyor, the cost of any title examination or title commitment obtained by Buyer. Buyer’s demand to Seller in connection with the foregoing shall be accompanied by such bills, invoices, evidence of payment and other information as are reasonably necessary to establish for Seller the amount and nature of all Transaction Costs which Buyer seeks to recover.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BUYER:

TOWN OF ASHLAND
Board of Selectmen

By: [Signature]
Name: [Name]
Authorized Signatory

By: [Signature]
Name: [Name]
Authorized Signatory

By: [Signature]
Name: [Name]
Authorized Signatory

SELLER:

By: [Signature]
Name: [Name]
Authorized Signatory

ESCROW AGENT:

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

Personal Property Not Being Removed by Seller
To: Ashland Elected Officials / Ashland Committee Chairs / Ashland Department Heads / Ashland Citizens

From: Ashland Board of Selectman

Date: February 12, 2019

RE: 2019 Annual Town Meeting Warrant Guidance

In preparation for the 2019 Annual Town Meeting on May 1, 2019 the Board of Selectman have established a timetable for the submission and review of proposed Town Meeting warrant articles. This timetable is an effort to provide residents and taxpayers with the best available information for making informed decisions on article requests for action.

2018 Annual Town Meeting Warrant Timetable

February 21, 2019
Open the Warrant

March 22, 2019
Deadline for Notice of Intent to submit Proposed warrant articles. Forms to be filed with the Selectman's Office.

March 22, 2019 – April 3, 2019
Due Diligence Period: Board of Selectman presentations and Discussions

March 22, 2019 – April 30, 2019
Public Hearings

April 3, 2019
Board of Selectman vote to close and post the warrant

April 23, 2019
Warrant Posted – No later than date

May 1, 2019
Annual Town Meeting

The Board of Selectman reserves the right to re-open the Warrant after April 3, 2019 to include new articles that address emergency or unanticipated needs and / or circumstances.
Warrant Article Guidelines:

The Ashland Board of Selectman have a goal of collegial and cooperative interaction with all Town Boards, Committees and residents, as well as providing an opportunity for all articles to be fully vetted and well documented. This will allow for thoughtful deliberation and informed decision-making for all Town Meeting participants. All (non-citizen petitions) Warrant Articles are to be submitted to Jenn Ball.

The following criteria should be considered in submitting an article for the 2019 Annual Town Meeting Warrant.

1. Does the proposal address an important need of the town in FY20?
2. Does the proposal improve a Town Asset?
3. If funding is required, explain why the proposal is the least expensive, most cost effective option for addressing the need.
4. Do alternative sources of funding exist? What are they?

Warrant articles approved at Town Meeting establish Town governance for the new fiscal year and/or address issues of the current fiscal year. It is important that Town Meeting participants have an opportunity to be as fully informed as possible prior to Town Meeting.
BAA Grant Timeline

- Open the BAA Grant Round
- Suggested deadline for submissions is Friday March 31, 2019
- Grants will be reviewed by a sub-committee
- Appoint a sub-committee
- Awards will be announced in April
The Ashland Board of Selectmen is pleased to open our Spring BAA Grant round to the Ashland community. Submission are due Friday March 31, 2019. The Board of Selectmen are committed to an active and diverse community life. Our core mission is to enhance the quality of life and create a more livable community for all Ashland residents. Since the start of our grant program, the Board has distributed in excess of $300,000.00 to numerous community organizations in support of educational, cultural and sports activities.

In order to provide grant opportunities and satisfy as many requests as possible, the Board of Selectmen have established the following parameters for the Spring Grant round:

1. **The maximum grant request per application is $2500.00.**

2. **The Board will distribute 50% of available funds for the Spring Grant round.**

3. **Grant awards will sunset after twelve (12) months. Unspent monies will revert back to the Selectmen’s BAA account.**

4. **Organizations and individuals who have received a BAA Grant during the previous twelve (12) months are required to submit a description of the activities and programming provided to the Ashland community.**

Thank you for your efforts in supporting community events and programming and making Ashland a great place to live.
**BAA INVITATIONAL NUMBERS GRANT APPLICATION**

- If more space is needed attach a separate piece of paper to the application.

<table>
<thead>
<tr>
<th>1. Date</th>
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<tbody>
<tr>
<td>2. Name of organization</td>
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<td>3. Contact</td>
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<td>4. Address</td>
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<td>9. Name of Project</td>
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<td>10. Amount of request</td>
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### DESCRIPTION OF ORGANIZATION

11. Description of Project funds will be used for  

12. Who will be responsible for managing the project?  

13. Area and population served.  

14. How will outcome be measured?  

15. Brief description of organization.  

16. Final thoughts/points that should be considered.
Board of Selectmen Scholarship Timeline

- Open the Application Process for Scholarships
- Suggested deadline for submissions is Friday May 1, 2019
- Submission will be reviewed by a sub-committee
- Appoint a sub-committee
- Awards will be announced at graduation which is on Sunday June 2, 2019
Policy Statement
This policy establishes 2 scholarships that are funded by the Selectmen’s Gift Account.

Policy Description
The Board of Selectmen created a scholarship and approved an application. The board will give 2 scholarships away annually to graduating seniors who are Ashland resident. Each scholarship will be in the amount of $1,500.00. One scholarship will be given to a female and one to a male. The Board of Selectmen will announce the submission deadline and appoint a committee to review the submissions.
TOWN OF ASHLAND, MASSACHUSETTS
BOARD of SELECTMEN
2019 SCHOLARSHIP FORM

Student Name: ___________________________ M   F Date of Birth: ________
Address: _______________________________________
Home Phone: _________________________________

Family Information:
Parents: Father's Name: ___________________________
         Address: ___________________________________
         Occupation: _____________________________
         Business Address: _______________________
         Cell Phone: _______________________________

         Mother's Name: ___________________________
         Address: _________________________________
         Occupation: _____________________________
         Business Address: _______________________
         Cell Phone: _______________________________

         Legal Guardian's Name: _______________________
         Address: ___________________________________
         Occupation: _____________________________
         Business Address: _______________________
         Cell Phone: _______________________________

Number of Siblings: Names & Ages of any siblings currently enrolled in College. Please provide the name of their college and year in attendance.

<table>
<thead>
<tr>
<th>Name</th>
<th>Age</th>
<th>If applicable name of college and current year</th>
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Name of College you plan to attend: ___________________________ Accepted: Y   N   Pending

Cost of Tuition per year: $ ___________ Room & Board: $ ___________
Please list all other Scholarships, awards, prizes already received or acknowledged to you:


List all School and Community activities: Class offices, functions, clubs, athletics, and community programs:


List any jobs you have held while in school: (employer, dates, and job assignments):


What are your plans after you complete your college education?


Page two
03-01-14
Please describe what you have done, or currently doing to demonstrate your community or social involvement and why you feel it is important to the enhancement to the Town of Ashland:

Please include 2 letters of recommendation with this application form. Please send your completed Scholarship application form to:

Board of Selectmen
Attention Scholarship Committee
Town of Ashland
101 Main Street
Ashland, Massachusetts 01721

Dead line for all applications: May 1, 2019
MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF ASHLAND
AND
ASHLAND FIRE FIGHTERS UNION LOCAL 1893
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

This MEMORANDUM OF AGREEMENT is entered into by and between the Town of Ashland (hereinafter "the Town") and the Ashland Firefighters’ Union, Local 1893 ("Local 1893" or "Union");

WHEREAS, the Town and the Union are parties to a collective bargaining agreement for the period July 1, 2015 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 2015-2018 agreement:

1. **COLA**: Modify the wage schedule in Article XI to reflect the following:

   Effective July 1, 2018: 2%

   Effective July 1, 2019: 2%

   Effective July 1, 2020: 1%

2. **Article XIX: Emergency Medical Technicians and Special Stipends**

   Effective July 1, 2018 the annual stipend for the following shall be:

   a. **EMT** 3% of the annual pay of a step four firefighter outlined in Article XI, Section 1 for the appropriate fiscal year.

   b. **EMT/Advanced** 5% of the annual pay of a step four firefighter outlined in Article XI, Section 1 for the appropriate fiscal year.

   c. **Paramedic** 11% of the annual pay of a step four firefighter outlined in Article XI, Section 1 for the appropriate fiscal year.

3. **Article III: Agency Fee**

   a. Modify the title of this article to read as follows:

   **ARTICLE III**

   Reserved
b. Delete and replace the text of this article to read as follows:

This Article is reserved for future use and to preserve subsequent article numbering.

4. Article XVII: Clothing and Equipment Allowance

Replace the language of article XVII to read as follows:

Section 1. Turnout gear

The department will provide two (2) sets of protective turn-out gear. The first set will be issued on employment. The second set within first year of employment. The Fire Department shall also provide a properly fitting self-contained breathing apparatus face-piece (face piece shall be compatible with the equipment currently used in the Department). This equipment will be the responsibility of each employee and will be replaced by the individual if lost or broken within a five (5) year time period of issuance, except if such loss or breakage is incurred in the line-of-duty and not through neglect or misuse. All items purchased with Town funds remain the property of the Town.

A complete set of turnout gear, to include
   1. One set of NFPA approved bunker gear to include jacket and pants with suspenders
   2. One pair of NFPA approved boots
   3. One NFPA approved helmet w/ eye protection and with shield approved by Chief
   4. One pair of NFPA approved firefighting gloves
   5. One personal flashlight to be worn with turnout gear
   6. One particulate filter firefighting hood

Section 2. Class A Uniform

After completion of basic recruit academy or first six months full time firefighters shall receive an initial clothing allotment of the following items:
   1. 1 class single breasted A uniform to include pants and jacket
   2. 1 long sleeve shirt (blue)
   3. 1 short sleeve shirt (blue)
   43. 1 pair black oxford dress shoes
   54. 1 black tie
   65. 1 blue bell cap with silver scramble cap badge
   76. 1 pair white gloves
   87. 1 pair of scramble collar devices in compliance with department uniform policy

Section 3 Class B Work Uniform

Newly appointed firefighters shall receive an initial clothing allotment for the purchase of the following items
   1. 2 pair of uniform work pants
   2. 2 long sleeve uniform shirts
   3. 2 short sleeve uniform shirts
4. 1 pair black work boots

In addition, member shall receive (2) department issued badges and name tags

**Section 4 Clothing Allowance**

Effective with first full pay period after appointment to full time firefighter, each firefighter shall receive an annually allowance paid weekly to clean, replace, maintain, or to further purchase more uniform items. Uniform shall be in compliance with department uniform policy. Said allowance shall be pro-rated to the start date and shall remain the same weekly pay as all other firefighters.

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Annual Allowance</th>
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<tr>
<td>7/1/2015</td>
<td>$1,000</td>
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</table>

5. **Article XXI Miscellaneous**

Modify section 5 to read as follows:

Permenant firefighters shall be required to reside within fifteen (15) twenty (20) miles of the limits of the Town as required pursuant to MGL Chapter 41, section 99A.

6. **Article XXIII: Non-Discrimination**

Modify the first paragraph to read as follows:

The Town and the Union agree there shall not be discrimination on account of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, or Union or non-Union activities.

7. **Article XXIX: Duration of Agreement**

Modify the article to read as follows:

The within Agreement shall be effective from July 1, 2018 to and including June 30, 2021. On or before November 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, 2021, the parties agree to be bound by the terms and provisions of the within Agreement pending completion of negotiations.

This Agreement is subject to ratification by the Town of Asland and by the Ashland Firefighters’ Union, Local 1893, I.A.F.F. 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 Ashland Firefighters’ Union, Local 1893, I.A.F.F.

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:  

FOR and on behalf of Local 1893:  

Dated: ___________________________  

Dated: ___________________________