SELECT BOARD
Minutes
April 7, 2021 – 7:00 PM
Location Online/Zoom Meeting

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, inclusive, and attractive environment for residents and visitors. We will embrace all differences and ensure that all persons have the opportunity to enjoy, contribute and be part of the Ashland community.

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

Call Meeting to Order
Chair Yolanda Greaves called the regular meeting to order at 7:00 pm explaining that the meeting is being broadcast live on WACA TV and livestreamed on Facebook. Board members are participating using the Zoom Video Conferencing platform. All board and committee members are participating remotely. Yolanda took attendance by rollcall; Brandi Kinsman-aye, Joe Magnani-aye, Steve Mitchell-aye, Rob Scherer-aye, and Yolanda Greaves-aye. In addition, Town Manager Michael Herbert, Assistant Town Manager Jenn Ball, and Executive Assistant Susan Robie were also in attendance.

Citizen’s Participation
Mark Dassoni would like to know if we are exploring the biotech industries as tenants for the 10-50 Main Street. Yolanda explained that as this point it would be too early to tell but she is hopeful to attract businesses at the appropriate time.

Diane Ring wanted to know if she would be allowed to comments when the Eversource discussion comes up.

Consent Agenda
Notification of the Town Manager’s appointment of Jeffrey Bell to the Highway Department as a Light Equipment Operator.
Appoint Jon Fetherston to fill the vacancy on the Board of Registrars’ with a term that will expire on 8/31/22
Accept the Regular Session Minutes from March 3, 2021.

Steve made a motion to approve the Consent Agenda to read into the record. This motion was seconded by Joe, with a vote of Kinsman-aye, Magnani-aye, Mitchell-aye, Scherer-aye, and Greaves-aye; 5-0-0.

Old New Business
Eversource Update
Michael mentioned that the big news is the superior court ruled in our favor with the Conservation Commission.

Rob is Eversource does not appeal the decision do they just go back and revise the application.
Diane Ring congratulated the board and said this is a big win and there are so many reasons to oppose the project and that it really is not a good project for the town.

Barrie Schwab also thanked the town.

Chuck Lidz

**Annual Town Meeting Warrant**

Jenn explained that so far we have our usual consent articles and one of the additional items we will need to add is an easement for Trolley Brook Trail and 3 Planning articles. Public hearing will be held on April 22nd before the Planning Board. Additionally, a downtown zoning article will also be one of the warrant articles.

**Sign and Post the Election Warrant**

Michael stated that this is very similar to our last election and we will be taking safety precautions. Michael reviewed the list candidates and the seat they are running for.

Steve asked if we would allow early in person voting. Jenn explained that if the board is interested in adding this we could offer this but we need to be mindful of staffing.

Rob wanted to understand if we will able to use some of the funds Jack Lewis sent information on could be used to fund election. Joe explained that he would want to confirmation that we have funding could be used prior to taking a vote of in person voting. Brandy isn't sure if early in person voting is necessary for a town election. She feels that allowing early voting gives those concerned about voting on election day another option.

**One Day License – Zelus Brewing Co.**

Beth Reynolds explained that she is looking to reopen the Corner Spot. She has been working with Sgt. Burman and they will be following all of the regulations. Beth explained that she will be modifying the layout based on the conversation she had with Sgt. Burman and she is planning on having food trucks as well.

Joe appreciates the 6 ft. distancing and limit seating of 90 minutes. He would like to understand who will be monitoring the time limit. Beth explained that Zelus will monitoring this and they will also be responsible for cleaning between patrons.

Steve would like to know how many patrons will be able to be on site given the current setting. Additionally, Steve wants to know who will be consuming the food and who will be their just for drinking. Geoff Pedder said he has had success with a ticket system in the past and he is looking to use that system. He understands that there has to be 1 main course per table but Steve thinks is may be a main course per person. Geoff explained that he is happy to follow any and all rules. Beth explained that the current seating for allow for 32 patrons given the current table.

Geoff explained that he had experience doing this in both Medfield and Norfolk.

Joe explained that this will be test and he would like to stress that the time limit for seating is 90 minutes.

Steve made a motion to approve the request for a One Day License at the Corner Spot requested by Zelus Brewing Co. for May 21, 2021, May 22, 2021 May 23, 2021, June 25, 2021, June 26, 2021 and June 27, 2021 in coordination with all the COVID protocols and regulations in force at the time of the event. This motion was seconded by Brandy, with a vote of Kinsman-aye, Magnani-aye, Mitchell-aye, Scherer-aye, and Greaves-aye; 5-0-0.
Temporary Outdoor Seating
Beth explained per the Governor’s order a year ago has been extended. The temporary licenses that were issued last year have expired and she is requesting the board extend these licenses to allow them to continue to use these spaces. Beth explained the one exception is Erica’s because they have to work with the Library to get approval to use that space. They are meeting with the Library Trustees on Tuesday night.

Steve made a motion to approve the temporary outdoor seating and alcohol service legislated through the Governor’s Emergency Order plus 60 days for the following applicants. Mexico City Taqueria, Los Cabos Mexican Grill Cantina, Ashland Ale House, Hopash dba 97’s Food and Spirits, Mazi Corp., Erica’s Ristorante. This motion was seconded by Joe, with a vote of Kinsman-aye, Magnani-aye, Mitchell-aye, Scherer-aye, and Greaves-aye; 5-0-0.

Volunteer Breakfast
Yolanda explained that this Saturday from 8:30 am to 10:00 am they will be hosting a virtual event in place of the annual Volunteer Breakfast. The goodie bags will be delivered to each household that responds.

Evaluation Process – Town Manager and Town Counsel
Yolanda explained that as the Select Board is responsible for the Town Manager and Town Counsel annual evaluations. They explained that if anyone from the public would like to comment they can send an email to selectboard@ashlandmass.com.

Yolanda explained that is boards and committees want comment on their experience Town Counsel they can share their experience by sending an email to the Select Board.

Priority Project Update
Rail Transit District
Michael explained that the Trolley Brook Trail is before Conservation Commission at this time.

Bark Park is working on raising funds for that project. Michael asked how the committee is doing and what they have been working on. Yolanda explained that a local realtor is donating 1000.00 for each home sold.

Downtown
Michael explained that he is attending a downtown construction review tomorrow with Eversource, BSC and we were awarded $200,000.00 grant for street lighting.

Public Safety & Mindess Update
Michael mentioned that a contractor has been selected for the Mindess Project. Michael stated that he wanted to address a concern that was raised concerning CPC funds. The CPC funds that were used at the location were for recreation not a purchase of the land so there is no basis for this land be article 97 land. To address the CPC funds used for the dugouts we would have to use town funds for replicate the dugout once the project is complete. Joe wanted to understand how this effects the actual fields. Michael explained that any CPC funds used will have to replicated using town funds. Steve would appreciate getting additional information on article 97 so that everyone understands the triggers. Brandi commented that we cannot be the only school district that has faced the same situation and we should ask Lisa to provide us those communities.

Michael explained that driving by the Public Safety Building site gives you a glimpse as to what is going on. Jenn explained that they are working on the grading of the site. Jenn explained they will be meeting weekly to discuss the project. Jenn explained that they will need to do some blasting she expects it to start in 5 to 6 weeks. The contractor has met with the abutters to make sure everyone knows what is going on at the site.
Warren District and Valentine Estate
Michael mentioned that the Warren Barn bids came in much higher than expected. They went to CPC looking for funding and he is hopeful that may work out in the future but this is on the back burner for the moment.

Michael explained that the Valentine Committee met and took a vote on a recommendation. Their recommendation is close the RFP and work on the conservation restriction. They will come to a future meeting and discuss their recommendation.

Purchase and Sale – 433 Chestnut Street
Michael explained that 433 Chestnut Street is at the point that he feels comfortable asking the board to authorize Yolanda to sign the purchase and sale on behalf of the board. Michael stated the Ashland Historical Society is not going to hold the deed restriction but the property restriction can be held by the Town of Ashland. The Historical Society will help to document what the restriction will include.

Steve made a motion to authorize Yolanda to sign the purchase and sales for 433 Chestnut Street once finalized and clarified. This motion was seconded by Brandi, with a vote of Kinsman-aye, Magnani-aye, Mitchell-aye, Scherer-aye, and Greaves-aye; 5-0-0.

Rt. 126 Project
Michael explained that the Rt. 126 project is ongoing. They have done a lot work near the traffic lights on the embankment. Michael reminded everyone that signing up with the construction update should sign up for the notifications.

Steve explained that there is a large project planned for Rt. 126 near the Holliston line. He said that recently he attended a meeting on it but it was not well attended. Additional Public Forum are in the planning stages and we will work with them to help advertise those forums. Joe mentioned that he understands they are looking to add an affordable component so Affordable Housing Trust will be looking to discuss this with the property owner.

DCR
Michael met DCR, Doug Small, Chief Alfano and Chief Robie. He mentioned that last year 30 to 40 spots were taken up by sand and that sand has been spread which opens up those spaces. They are looking to open the park and have someone on site to keep the walkers from entering. They are also committed to opening up some additional lots. They are looking to pave and line the boat landing in hopes that this will address the issue. Joe wants to know why the boat launch is being incorporated in the state park. Rob feels that having the boat landing open to the public is an asset and feels it should remain free. Steve explained that his concern is the impact on the surroundings around the park negatively.

Health Director
Michael announced that an offer was extended and accepted to fill the vacancy of Director of Public Health.

Town Manager Report

COVID Update
Michael COVID Update and Vaccinations

Budget Update
Michael told the board that the House and Senate agreed on local aid we expect to get a 3% increase. We are hoping to get an increase in chapter 70 funds and once we have the numbers we can see how that fits into our FY22 General Fund Budget.
Michael explained that we are hoping to capture the federal funds from the American Rescue Funds but we are waiting to see what the funds will actually be. Rob’s understanding that the 5.2 million earmarks most of the funds for education but he would like to understand how this fits into our needs. Michael said he is waiting for guidance before he looks at how the funds could be used.

**Board Reports**

**Brandi Kinsman**

MAPC did a parcel analysis looking at the types of housing and the available parcels they identify. She feels this may be helpful in working on our zoning and it will be incorporated in the Housing Production Plan.

Reminder a second public forum on April 29th at 7:00 pm on the Housing Production Plan.

Joined the Sustainability Committee and they continue to work on the NetZero plan. They are about 3 to 4 months away from being able to present their report. Additionally, they also discussed the Composting Program and they are looking for more members.

Good Luck the Ashland High School Girls Volleyball team who are playing in the finals tomorrow.

**Joe Magnani**

Joe also wants to remind everyone to reflect on the holocaust and all the other intolerances and hatred that have gone on for far too long. He urges everyone to be united.

Affordable housing trust meeting on April 15th and they will be meeting with the developer of the 126 project.

Public Safety Building Committee will be meeting on April 13th.

Ashland Clocker’s Football is doing well

Thanks all the volunteers and looks forward to recognizing everyone on Saturday.

Summer concerts will be held again this summer and he will be requesting funds to assist with this.

Thank you to Jenn and Steve for all the work they have done on the Public Safety Building. He said that everything has been posted online and he asked everyone interested to check the website.

**Steve Mitchell**

National Library Day and he wants to extent a special thank you to staff at the Library.

Best wishes to Izzy and he wishes him a speedy recovery.

Sundown tonight was the start of Holocaust Remembrance Day.

**Rob Scherer**

Last Friday MMA budget and finance

DPU has new regulation regarding door to door energy marketing and Rob explained that he supports being notified.

**Yolanda Greaves**

MMA policies meeting. SD513 pushed by developers

National walking day
Looking forward to having Meena start and thank you to everyone at the Library in honor of National Library Week.

Adjournment  
Joe/Brandi

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.
March 31, 2021

Mr. Jeffrey Bell

Dear Mr. Bell:

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

- The position is **full-time, 40 hours/week, non-exempt** and is offered at Grade HO3 Step 5 rate of $21.3820/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.
- **Within 6 months** of your starting date, you need to obtain a CDL with air brake enforcement and the MA hoisting license 2A/1C.
- 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, April 26; 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 (x7107), 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.

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 Select Board 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 Herbert

cc: Lisa Uglialoro, HR Director
    Doug Small, DPW Director
    Dan Maurer, General Foreman, Union Rep
Cindy Livingstone <clivingstone@ashlandmass.com>
To: Susan Robie <srobie@ashlandmass.com>
Cc: Tara Ward <tward@ashlandmass.com>

Wed, Mar 31, 2021 at 11:55 AM

The Town Clerk's Office has a vacancy for a Republican Registrar. The Republican Town Committee has chosen Jon Fetherston for the position. This is to fill an unexpired term that will expire 8/31/2022. Also, Igidio (Izy) Assencoae's term expired 8/31/2020. He will need to be reappointed for a 4 year term to expire 8/31/2024.

Can you please add to the agenda the appointment of Jon Fetherston and the reappointment of Igidio Assencoae to the Board of Registrars.

MGL Ch 51 Sec 16A (If you need it).

Thank you!!
John Kirwan <jkirwan28@gmail.com>  
To: Tara Ward <tward@ashlandmass.com>  
Cc: Cindy Livingstone <clivingstone@ashlandmass.com>, Jon Fetherston <jonfetherston@comcast.net>, Mortensen Diane <DMortensen@ashlandmass.com>  

Wed, Mar 24, 2021 at 8:40 PM

Thank you.

On Wed, Mar 24, 2021 at 8:35 PM Tara Ward <tward@ashlandmass.com> wrote:

Greetings:

The appointment for the Republican Registrar is through the Town Manager/Select Board.

I am copying Diane Mortensen on this email.

Thank you,
Tara

On Wed, Mar 24, 2021, 8:31 PM John Kirwan <jkirwan28@gmail.com> wrote:

Hi Tara,

As an open in on the Board of Registrar's is available for a Republican, as Chair of the Ashland Republican Town Committee, I nominate for appointment, Jon Fetherston.

I would appreciate any assistance in Jon being appointed as soon as possible.

Thank you,

John Kirwan  
Chair-Ashland Republican Town Committee

508-740-5804

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SELECT BOARD
Minutes
March 3, 2021 – 6:45 PM
Location Online/Zoom Meeting

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, inclusive, and attractive environment for residents and visitors. We will embrace all differences and ensure that all persons have the opportunity to enjoy, contribute and be part of the Ashland community.

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Call Meeting to Order
Yolanda Greaves explained that the board is entering into Executive Session – Pursuant to M.G.L. c. 30A §22 §§(g)(l) to review executive session minutes of 2/1/17, 7/11/17, 1/11/17, 1/6/18, 6/14/18, 9/5/18, 10/3/18, 11/7/18 and 2/17/21 to order at 6:45. Motion made Joe and seconded by Brandi rolcall: Brandi Kinsman-aye, Joe Magnani-aye, Steve Mitchell-aye, Rob Scherer-aye, and Yolanda Greaves-aye.

Steve made a motion that the Executive Session Minutes be accepted as presented and requested that they be reviewed by Town Counsel prior to releasing them. This motion was seconded by Brandi with a rolcall: Brandi Kinsman-aye, Joe Magnani-aye, Steve Mitchell-aye, Rob Scherer-aye, and Yolanda Greaves-aye.

Chair Yolanda Greaves called the regular meeting to order at 7:00 pm and explained that the meeting is being broadcast live on WACA TV and recorded via Zoom. Board members participated using the Zoom Video Conferencing platform. All board and committee members participated remotely. Yolanda took attendance by rolcall; Brandi Kinsman-aye, Joe Magnani-aye, Steve Mitchell-aye, Rob Scherer-aye, and Yolanda Greaves-aye. In addition, Town Manager Michael Herbert, Assistant Town Manager Jenn Ball, and Executive Assistant Susan Robie were also in attendance.

Citizen’s Participation
Mark Dassoni shared a letter from MassHealth that provided information on how to get a vaccine.

Joe Magnani shared that CVS Pharmacy in Medfield is opened for vaccine and appointments are available for those that are eligible or receive the vaccine.

Catherine Jurczyk, 11 Rodman Rd. felt that town leaders are disregarding the Town Charter by ignoring the fact that a Capital Improvement Committee should exist. She mentioned problems in the past and felt that committee could have addressed those issues and to follow the Charter. Yolanda explained that the board will hold a retreat soon and boards, committees and reappointments would be discussed.

Diane Ring thanked the Select Board for their work and congratulated the members for the recent favorable ruling from the Energy Facilities Siting Board.
Scheduled Appointments

Stormwater Committee

Yolanda reported that there is an opening on the Stormwater Advisory Committee and Preethi Sreeraj is interested in filling that vacancy. Preethi explained that she has lived in Ashland for eighteen years and has two children in the Ashland School system. Preethi holds a bachelor’s in civil engineering from India. She is pursuing a master’s civil and environmental engineering from Worcester Polytechnic Institute and anticipates graduating next year. Preethi has professional engineering licenses in Mass and New Hampshire, is a LEED certified professional, and has been practicing for twenty-one years. She is currently a civil engineer and project manager at STV, Inc. in Boston.

Brandi made a motion to appoint Preethi Sreeraj to the Stormwater Advisory Committee to a term that will expire on August 31, 2022. This motion was seconded by Joe, with a vote of Kinsman-aye, Magnani-aye, Mitchell-aye, Scherer-aye, and Greaves-aye; 5-0-0.

Consent Agenda

A. Accept the TriBoard Meeting Minutes from March 24, 2020.
B. Accept and release the Executive Session Minutes 2/1/17, 7/11/17, 11/1/17, 1/6/18, 6/14/18, 9/5/18, 10/3/18, 11/7/18 and 2/17/21 pending Town Counsel review.
C. Accept the Gift of 390 - $25.00 Gift Certificates from Albertsons “Shaw’s” as part of the Holiday Nourishing Neighbors Program totaling $9,750.00.
D. Accept the Grant $25,000.00 Grant from the Stanton Foundation for the Dog Park Design Work.
E. Accept the Town Manager’s Appointment of Kasey Richards as a per diem Intermittent Dispatcher.
F. Accept the resignation of Everett Robert St. Germain from the Stormwater Advisory Committee.
G. Accept the resignation of Marty Ring from the Conservation Restriction Work Group.

Steve made a motion to approve the Consent Agenda as read into the record. This motion was seconded by Joe, with a vote of Kinsman-aye, Magnani-aye, Mitchell-aye, Scherer-aye, and Greaves-aye; 5-0-0.

Rob thanked Marty for all his efforts, and Rob St. Germain for all his hard work.

Old New Business

Eversource

Michael explained that on October 20, 2020 the hearing Officer Sharkey issued a procedural order for a limited reopening of the record, therefore the town will be allowed to submit new evidence regarding the Eversource project and the removal of the original transmission line. The board can review the environmental impacts and Lucas Environmental, retained to represent the town, will review the documents, and prepare the expert witness testimony. In March, discovery will be followed by initial briefs on May 6th and reply briefs on May 13-2021.

Diane Ring asked if the virtual hearing will be available for public viewing. Michael responded that he would confirm if the meeting will be broadcast.

Mark asked about the right-of-way, which Michael explained the hearing was regarding Eversource being allowed to leave the original pipe after installing the new pipe.

Chuck Lidz wanted to know if Eversource has an Article 97 approval for crossing Town Forest and Great Bend. Yolanda explained that given the topic is being litigated public discussion concerning the specifics is inappropriate at this as this time.

BAA Grants

Yolanda explained that a few groups have inquired about the status of BAA Grants. She explained that the Town Forest Committee would like to have their funding repurposed, and other groups are seeking funding. Steve recommended providing the funds for those that have been notified of their grants, allow the Town
**Lions Regatta**
Yolanda announced that the Ashland Lions is hosting a Regatta on the Sudbury River as a fundraiser and anyone interested should contact Lions.

**Letter to Spilka - MBTA**
Rob explained that a letter is being presented that will be send to Karen Spilka and Jack Lewis that will allow the endorsement to have a voice regarding the MBTA.

Brandi made a motion to approve the letter that has been drafted. This motion was seconded by Joe.

**Robert Hill Way II**
Michael explained that Robert Hill Way II Non-Profit Housing Corporation had a plan to do another housing phase and they have decided not to move forward with the second phase. This land will come back to the town.

Rob wanted to understand why they decided not to complete phase II. Michael explained that the project had been a challenge and he is not sure why they decided not to complete the second phase.

**Town Meeting**
Michael explained that recently the board discussed moving the date of the Annual Town Meeting to June 12th. Michael explained that he has discussed this with the Town Moderator.

Rob made a motion to hold the Annual Town Meeting on Saturday June 12, 2021. This motion was seconded by Brandi, with a vote of Kinsman-aye, Magnani-aye, Mitchell-aye, Scherer-aye, and Greaves-aye; 5-0-0.

Steve asked if this would impact the election and Michael explained that this is possible but Yolanda explained her conversation with the Town Clerk is that they do not anticipate changing the date.

**OML – February 4, 2021**
Yolanda mentioned that the board is being asked to review and vote on the response of the Open Meeting Law Complaint against the Ashland Select Board dated February 4, 2021. This complaint was filed by Stephen Morgan.

Steve made a motion to approve the response for the February 4, 2021. This motion was seconded by Joe, with a vote of Kinsman-aye, Magnani-aye, Mitchell-aye, Scherer-aye, and Greaves-aye; 5-0-0.

Joe

**OML February 8, 2021**
Michael explained that the board is being asked to review and vote on the response of the Open Meeting Law Complaint against the Ashland Select Board dated February 8, 2021. This complained was filed by Stephen Morgan.

Steve made a motion to approve the response for the February 8, 2021. This motion was seconded by Joe, with a vote of Kinsman-aye, Magnani-aye, Mitchell-aye, Scherer-aye, and Greaves-aye; 5-0-0.

Joe

**OML February 11, 2021**
Michael explained that the board is being asked to review and vote on the response of the Open Meeting Law Complaint against the Ashland Select Board dated February 11, 2021. This complained was filed by Stephen Morgan.
Steve made a motion to approve the response for the February 8, 2021 the Open Meeting Law Complaint. This motion was seconded by Joe, with a vote of Kinsman-aye, Magnani-aye, Mitchell-aye, Scherer-aye, and Greaves-aye; 5-0-0.

**February 11, 2021**

Michael explained that the board is being asked to review and vote on the response of the Open Meeting Law Complaint against the Ashland Select Board dated February 11, 2021. This complained was filed by Stephen Morgan.

Steve made a motion to approve the response for the February 11, 2021 the Open Meeting Law Complaint. This motion was seconded by Joe, with a vote of Kinsman-aye, Magnani-aye, Mitchell-aye, Scherer-aye, and Greaves-aye; 5-0-0.

**Priority Project Update**

**Rail Transit District**

Michael reported that the United Group of Companies and Evan White, the town’s Engineer, have been working with the project engineers on the Rail Transit District.

The town received the $25,000.00 Stanton Grant for the Dog Park design and Jenn will be working on the RFP based on the Stanton Grant requirements.

Lastly, the Upper Charles Group went before Conservation Commission, and they are going back on Monday concerning the mitigation proposal.

**Downtown**

Michael explained that he contacted the state and requested an extension on the $3 million Downtown grant. Also, to close the funding gap, Michael requested that the board repurpose $849,505.00 from the infiltration/inflow (INI) account from Campanelli-Thorndike.

Michael mentioned a memo he distributed to the board concerning the Ashland Mills Working Group. The members agreed with the proposed working group structure. The members discussed the potential 40R and or mixed-use zoning change.

**Public Safety/Mindess Update**

Michael reported that he signed the Mindess Project Funding Agreement, and the LEED agreement to participate in that program.

Michael noted that Jenn, Steve, and Joe have been working on the Public Safety project. Joe explained that the goal is to create an oversight committee, to be vigilant with the spending, and to ensure information is shared with the public concerning the project progress and how every dollar is being spent is very important.

**Warren District/Valentine Property**

Michael explained that the 433 Chestnut St. deed were finalized and recorded with the registry of deeds.

Michael reported that the cost to create a replica of the Warren Barn was presented to Community Preservation Committee (CPC). He hoped to gain support for the project and agreement on how the barn may be used in the future.

Valentine Estate Committee held a meeting and provided a presentation last Thursday. Next step is to determine potential used for the property. Because answers to open questions are needed before proceeding, Michael recommended pausing the effort for the moment.
Yolanda mentioned that they are vacancies on the Valentine Estate Committee and asked if he thought they should be filled or if committee has fulfilled its role. Michael felt that this is a decision that board needs to make. Michael recommended allowing the members of the committee weigh-in on their involvement going forward.

Brandi asked about the timeline when Attorney Mead’s opinion would be expected, and whether the information would be provided to the board or to the Valentine Committee. Michael stated that he hoped to have a response soon but preferred to receive information that is accurate rather than rushed.

Additionally, Michael mentioned that the RFP was carefully and thoughtfully put together.

Rob asked about the process to establish the Conservation Restriction and the Historical Restriction on the property and how to determine the holders.

Steve thought that there needed to be a restriction but wanted to ensure the board understood the purpose of the restriction.

Michael explained that the original intent was to put a restriction on two of the two outer parcels and not on the entire site.

Michael mentioned that bids that are estimated to be $25,000 for the foundation work needed to secure the structure. Rob recommended that the committee make a formal recommendation on how to proceed.

Rob thanked Carl Hakansson for bringing the legal issues to the town’s attention.

Steve asked to have David Foster invited to the next board meeting to discuss his efforts to date and his retirement.

Yolanda suggested having the Valentine Committee come to the next board meeting to discuss the RFP process, their final recommendation and whether they would like to stay involved in the process, in a potentially new role once the legal issues are addressed.

**Update Rt. 126**

Michael reported that tree clearing began on the Holliston line the town is running into challenges with town personnel and filling the details for the Rt. 126 project. He expected that the project would require ten police details per day, and a dedicated member of the Water & Sewer Dept. onsite as well. Yolanda asked for an updated timeline that includes an overview.

**Town Manager Report**

**Ashland is United**

Michael mentioned that on Sunday March 7, 2021 at 7:00 pm “Ashland is United” would be hosting an event.

**Health Director**

Michael reported that the candidate that an offer was extended to has decided not to accept the position, so the process is starting over.

**Library Director**

Michael explained that he met with the two finalists for the Library Director position. He mentioned that both candidates are strong contenders, and the town would be fortunate to have either of them.

**COVID Update**

The board congratulated Ed Burman for receiving the Mary Mortensen Award.
Regarding a COVID vaccination update, Ed explained the partnership for Public Safety personnel vaccinations was successfully run in Hopkinton. After running the clinic for a week Ashland was notified by the Dept. of Public Health that additional vaccine would not be provided moving forward. Town staff continued to push forward on and today submitted additional information to hopefully secure more vaccine. To date 350 residents over 75 yrs. have been vaccinated.

**FY22 Budget**

Michael reported that he had a discussion with Supt. Jim Adams concerning the FY22 budget. He explained that $900,000 would be utilized from the stabilization fund, as opposed to $1.4 million. He hoped that by moving out the Town Meeting date it would allow time to get more reliable state budget figures and the Keefe Tech budget assessment.

Regarding Enterprise Funds, focus will be on the fields, and the pending Cable contract renewal. Michael will be meeting with Bill August about the cable contract process next week and will update the board after that meeting.

Yolanda asked when pulling together a TriBoard Meeting would be helpful. Michael recommended holding a meeting in April.

Rob mentioned that a publication by Katherine Clark’s Office stating the house passed the “American Rescue Plan” for $8.2 billion to help keep first responders on the job. Michael explained that federal aid funds could help close existing gaps.

Michael said that Chapter 70 and Local Aid numbers were given to the town last July.

**Board Reports**

**Brandi Kinsman**

Brandi reported that the Corner Spot is planning to open the shed for the upcoming season and are planning activities. Anyone interested should reach out to Beth Reynolds.

Additionally, Brandi attended the MMA Housing Choice which will provide local control on housing. They discussed zoning changes and how to make it easier for communities to change zoning related to housing choices. MassWorks grants are being awarded to assist with housing projects.

**Joe Magnani**

Joe thanked everyone for the well wishes, kind words and support during his recent health struggles.

Joe mentioned that recently he attended a webinar pertaining to the Housing Production Plan.

Joe said that he was disappointed that town purchased properties are not consistently maintained or secured, specifically the Simpson Barn. He wanted the board to review the properties and develop a maintenance plan.

Joe thanked Marty Ring and Rob St. Germain for all their dedication and hard work. Additionally, he thanked his fellow board members for all their efforts.

**Steve Mitchell**

Steve thanked Marty and Rob for their passion and serving the community.

Steve announced that next Wednesday March 10th the MetroWest YMCA will be holding their Annual Community Breakfast (Dinner) at 6:45 pm.

Best wishes to First Responders, Town Staff, Teachers, and those is the health profession for all they do.
Rob Scherer
Concerning “Forging Ahead”, Rob stated that the reduction in transit service may not affect Ashland but will impact others. Rob explained that they are looking at changes services not only those geared to the commuter. Rob felt that as public official the board should understand the residents commuting needs. Brandi said she was concerned that in April the Commuter Rail is presenting a new schedule that will last for 6-months. She felt that as people shift back into the office, she is hoping the Commuter Rail will change the schedule accordingly.

Lastly, Rob asked if the board would like to have Cece Doucette provide a presentation on the dangers of Wi-Fi and 5G. Board members mentioned that she presented at the last Planning Board Meeting and that may be a way for him to view the presentation. Board members felt an additional presentation may not be a good use of their time.

Yolanda Greaves
Yolanda reported that she attended the MetroWest Regional Collaborative, and they are looking at developing a Clean Energy Regional Plan.

Those working on the MVP Plan are looking at capital projects and she will look into the town’s plan.

The MAPC Winter Council Meeting had 170 participants on their Zoom meeting.

At the MMA Policy Meeting the House and Senate discussed holding remote Town Meetings for representative meetings. Also, they are looking into government meeting remote participation and impacts to quorums, procurement laws and implementing changes in the laws.

Adjournment
Rob made a motion to adjourn at 9:36 pm. This motion was seconded by Brandi with a vote of Kinsman-aye, Magnani-aye, Mitchell-aye, Scherer-aye, and Greaves-aye; 5-0-0.
Hi all!
I am hoping I can get onto the SB agenda April 7th for two matters.

1. Zelus Brewing is requesting 6 one day liquor licenses for a beer garden pop up at the CS. I have attached my request letter and floorplan. I forget if I needed to provide anything else.

2. Outdoor temporary seating. I am pulling together one page docs that Lisa requested I do to extend the outdoor temporary seating through the Governor’s emergency order +60 days. Our applications expired Oct. 31st 2020 so we just need 1 vote on those that choose to serve liquor outside again this year.

Please let me know if I need to provide any additional information. I will send along all the restaurants that choose to reapply for seating by the end of this week for backup.

thanks,
Beth

Beth Reynolds
Economic Development Director
Town of Ashland
a: 101 Main Street, Ashland, MA 01721
p: 508-532-7905

Ashland Business Video https://youtu.be/aiYVoYlb0ns

2 attachments

- Zelus 2021 date.docx 15K
- Layout for alcohol.pdf 31K
March 22, 2021

Request to be added to Select Board agenda on April 7th 2021.

Zelus Brewing Co. would like to apply for six (6) one day liquor licenses for the 2021 season at The Corner Spot. They would like to pop up as a beer garden. The Corner Spot Committee and Zelus will be providing entertainment and food trucks each day to support the business.

Hours of operation are as follows:

Friday, May 21st  5pm-8:30pm
Saturday, May 22nd  12pm-8:30pm
Sunday, May 23rd  12pm-8:30pm

Friday, June 25th  5pm-8:30pm
Saturday, June 26th  12pm-8:30pm
Sunday, June 27th  12pm-8:30pm

In addition to following all protocols set forth at The Corner Spot and with the licensing authority the Zelus team will follow all COVID regulations/protocol to include:

COVID SPECIFIC PRECAUTIONS

- We would abide by any of Governor Baker’s gathering or other COVID-19-related orders at any given time.
- This includes the maximum public outdoor gathering limit, which currently increases to 150 people on March 22, 2021.
- We would rope off the area where necessary, with entrances and exits so that we can manage the number of attendees.
- A food vendor will be present at all times that we serve beer.
- Each group must be seated at a table and will order at least one main course.
- We would also work to ensure that those in attendance wear masks when not seated.
- All staff and servers will wear masks.
- Tables with their associated chairs will be set at least 6 feet apart.
- We would work to ensure lines do not form, and if they do that there is 6 feet between each person or group.
- Tables will be cleaned and sanitized regularly.
Date: 3/19/2021

Establishment: Relics Popup at the Corner Spot

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;

<table>
<thead>
<tr>
<th>Date Read</th>
<th>Employee Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/18/2021</td>
<td>Geoffrey Redder</td>
</tr>
<tr>
<td>3/19/2021</td>
<td>Chris Ryan</td>
</tr>
<tr>
<td>3/19/2021</td>
<td>Brett Daher</td>
</tr>
<tr>
<td>3/23/2021</td>
<td>Matthew Anderson</td>
</tr>
</tbody>
</table>
Temporary Outdoor Dining Program

Due to the COVID-19 Crisis temporary changes to our local regulations to allow restaurant seating and retail operations to be relocated from the inside to outside have been developed. These spaces include sidewalks, parking spaces and landscaped areas. The purpose of these changes is to give businesses mechanisms to increase dining and retail opportunities as they operate under restricted occupancy rules as part of the Commonwealth’s reopening phases. The intent of the program is to allow for greater physical distancing and safely for patrons when the state’s public health order allow restaurants to resume sit-down service. This temporary program will allow restaurants to operate outdoor settings adjacent to their businesses.

All of the applicants are establishments that participated in this process last year which success and wish to take advantage of this again.

<table>
<thead>
<tr>
<th>Ashland Ale House</th>
<th>23 Pond Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>Erica’s Ristorante</td>
<td>78 Front Street</td>
</tr>
<tr>
<td>Los Cabos Mexican Grill Cantina</td>
<td>300 Eliot Street</td>
</tr>
<tr>
<td>MAZI Corp.</td>
<td>320 Pond Street</td>
</tr>
<tr>
<td>Mexico City Taqueria</td>
<td>1 West Union Street</td>
</tr>
<tr>
<td>TJ’s Food and Spirits</td>
<td>355 West Union Street</td>
</tr>
</tbody>
</table>
BUYER’S ADDENDUM TO PURCHASE AND SALE AGREEMENT

15. From the date hereof, the Buyers shall have reasonable access to the premises at reasonable times and upon reasonable verbal notice to the Seller for inspections, arranging financing, measurements and other reasonable purposes, including, without implied limitation, the right to inspect the premises just prior to closing. However, Buyers shall be accompanied by Seller’s Broker or representative and Buyer shall hold Seller harmless for any damage(s) caused by the Buyer and/or its agent(s) during an inspection.

16. Seller represents to the Buyer that Seller has no actual knowledge of any betterment approved, pending or contemplated by the municipality in which the premises are situated, which is likely to result in a betterment assessment against the premises.

17. Without limitation of any other provisions in this Agreement, said premises shall not be considered in compliance with the provisions of this Agreement with respect to title unless:

   a. All buildings, structures and improvements on said premises including, but not limited to, driveway(s), garages, cesspool, wells, septic systems and leaching fields and all other improvements intended to be included in the sale and all means of access to said premises shall not encroach upon or under any property not within such lot lines unless such encroachment is permitted by an indefeasible duly recorded easement.

   b. No building, structure, improvement, way or property of any kind encroaches upon or under said premises from other premises.

   c. Title to said premises is insurable, for the benefit of the Buyer, by an American Land Title Association member title insurance company in a fee owner’s policy of title insurance, at normal premium rates, subject only to those printed exceptions to title normally included in the "jacket" to such form or policy, and such matters referenced in and not inconsistent with paragraph 4 of this Agreement.

   d. The premises shall abut a public way duly laid out or accepted as such by the city or town in which said premises is located.

It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called “clean” policy or provide “affirmative coverage” over a known defect or problem, BUYER may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.

18. The Buyer and Seller agree and authorize his/her/their respective attorney to execute any documents requesting extension(s) of time for performance herein, as said attorney deems reasonable and necessary to effectuate this agreement. Execution of such document by the attorney shall have the same effect as if the buyer or seller executed such document.
19. SELLER shall at the time of closing, execute and deliver (i) an affidavit to BUYER and/or title insurance company (if requested) that there are no parties in possession of the Premises (except tenants therein) and that no work has been done on the Premises which would entitle anyone to claim a mechanic’s lien or materialmen’s lien or to file a notice of contract relating to the Premises, and (ii) any and all other customary documents which the BUYER or his mortgage lender may reasonably require.

20. For purposes of this Agreement, email transmissions, electronic, digital and/or facsimile signatures of such written instruments shall be binding. This document can be executed in multiple counterparts, which when taken together shall constitute the final agreement between the parties.

21. Seller acknowledges that the Deed shall be signed by authorized official for the Seller and shall not be signed by Power of Attorney.

22. Seller is the owner of all fixtures and/or personal property conveyed hereunder and there are no conditional sales or retail installment sales agreements applicable to any such fixture or personal property conveyed hereunder.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Executed as a sealed instrument the day and year first above written.

__________   __________
SELLER       BUYER

__________   __________
SELLER       BUYER
STANDARD PURCHASE AND SALE AGREEMENT

The parties make this Agreement this ___ of March, 2021. This Agreement supersedes and replaces all obligations made in any prior Offer To Purchase or agreement for sale entered into by the parties.

1. Parties. The Town of Ashland, by and through its Board of Selectmen, the "SELLER," agrees to sell and Gustavson Development, LLC the "BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. Description of Premises. The premises (the "Premises") consist of: (a) the land with any and all buildings thereon known as 433 Chestnut Street a portion of which is set forth in a deed to the Seller recorded in the Middlesex South Registry of Deeds, Book 69269 Page 0104 and Book 77177 Page 27 including 35,000 square feet more or less, described as Parcel 3C which includes Parcel A and not Parcel C and shown on the Plan attached as Exhibit A and which is recorded as Plan 333 of 2020 in the Middlesex Registry of Deeds, a copy of which is not attached hereto and made a part hereof; and (b) all structures, and improvements on the land and the fixtures as they may exist at the time of the execution hereof.

3. Purchase Price. The purchase price for the Premises is $10,010.00 which
$ 1,000.00 previously provided;
$ 1,001.00 to be paid with this Agreement;
$ 8,009.00 is to be paid at the time for performance by Attorney's IOLTA check or by wire transfer, at Seller's option, of immediately available U.S. funds.
$ 10,010.00 Total

4. Escrow. All funds deposited or paid by the BUYER shall be held in a non-interest-bearing escrow account, by Mead, Tatem & Costa, LLC, as escrow agent, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent shall retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

5. Time for Performance. The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price on or before noon 30 days from the execution of this Agreement at the office of counsel for the BUYER, or at such other time and place as is mutually agreed in writing. TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). BUYER's attorney or other escrow agent shall disburse funds to SELLER no later than the next business day following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials

- 1 -
6. Title/Plans. The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the Buyer or to the BUYER'S nominee, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:
(a) Real estate taxes assessed on the Premises which are not yet due and payable;
(b) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
(c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
(d) Rights and obligations in party walls;
(e) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the premises as a single-family dwelling;
(f) Utility easements in the adjoining ways;
(g) Matters that would be disclosed by an accurate survey of the Premises; and
(h) Preservation Restriction attached hereto;

If the deed refers to a plan the plan needs to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. Title Insurance. BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement.

8. Closing Certifications and Documents. The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the premises/owner's affidavit; (b) the creation of mechanics' or materialmen's liens; (c) the absence or presence of urea formaldehyde foam insulation ("UFFI"), and SELLER'S satisfaction of requirements concerning UFFI imposed upon residential sellers by statute and applicable regulations; (d) the HUD-1 Settlement Statement and other financial affidavits and agreements as may reasonably be required by the lender or lender's attorney; (e) the citizenship and residency of SELLER as required by law; and (f) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER's spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

9. Possession and Condition of Premises. At the time for performance the SELLER shall give the BUYER possession of the entire Premises, free of all occupants and tenants and of all personal property, except property included in the sale or tenants permitted to remain. At the time for performance the Premises also shall comply with the requirements of paragraph 6, and be in "As Is" condition, with the SELLER to have performed all maintenance customarily undertaken by the SELLER between the date of this Agreement and the time for performance. The BUYER shall have the right to enter the Premises within forty-eight (48) hours prior to the
time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph. At the time of recording of the deed, or as otherwise agreed, the SELLER shall deliver to BUYER all keys to the Premises. Until delivery of the deed, the SELLER shall maintain fire and extended coverage insurance on the Premises in the same amount as currently insured.

10. Extension of Time for Performance. If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement or the BUYER is unable to obtain title insurance in accordance with paragraph 7, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER’S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements in this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of $1,000.00 to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the SELLER has been unable to use proceeds from an insurance claim, if any, to make the Premises conform, then, at the BUYER’S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. Nonconformity of Premises. If the Premises do not conform to the requirements of paragraph 9 because they have been damaged by fire or other casualty (occurring after the date of this Agreement) that is covered by insurance, then the BUYER shall have the right to elect whether or not to proceed to accept the Premises and take title.

12. Acceptance of Deed. The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER’S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER’S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, all warranties, if any, made by the SELLER shall survive delivery of the deed.

13. Adjustments. At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes, fuel value, water rates, sewer use charges, collected rents, uncollected rents (if and when collected by either party), security deposits, prepaid premiums on insurance if assigned. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for
performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment from the other within twelve months of the date that the amount of the current year's tax is established.

14. RESERVED

15. Buyer's Default. If the BUYER or BUYER'S Nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

16. Buyer's Financing. INTENTIONALLY DELETED

17. Inspections/Survey. INTENTIONALLY DELETED

18. Lead Paint Laws. For premises built before 1978 BUYER acknowledges receipt of the "Department of Public Health Property Transfer Notification" regarding the Lead Law, acknowledges verical notification of the possible presence of lead hazards and the provisions of the Federal and Massachusetts Lead Laws and regulations, including the right to inspect for dangerous levels of lead. Occupancy of premises containing dangerous levels of lead by a child under six years of age is prohibited, subject to exceptions permitted by law. BUYER further acknowledges that neither the SELLER nor any real estate agent has made any representation, express or implied, regarding the absence of lead paint or compliance with any lead law, except as set forth in writing. BUYER assumes full responsibility for compliance with all laws relating to lead paint removal, if required by law, and related matters (in particular, without limitation, Mass. G.L., ch. 111, § 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance.

19. Smoke and CO Detectors/Wood Stove Permit. The BUYER recognizes that the structure on Premises is vacant and in need of repair. The SELLER shall not be required to equip the residential structure on the Premises with approved smoke detectors and carbon monoxide detectors nor shall they furnish BUYER with Certificate of Approved Installation from the local Fire Department at the time for performance to the extent required by law as well as any wood stove permit, if any, required by law, regulation or ordinance. The BUYER recognizes it shall receive a letter from the Fire Department recognizing that there will be no occupancy of the premises until it is improved at which time it will conform to all fire codes.

20. Warranties and Representations. The SELLER represents and warrants that the Premises served by a septic system or cesspool. The SELLER further represents that there is no knowledge of underground storage tank. The SELLER further represents that there is no UFFI within the Premises, but SELLER has not tested the Premises for the presence of formaldehyde gas. The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The BUYER acknowledges that SELLER has not relied upon any warranties or representations other than those incorporated in this Agreement, except for the following additional warranties and representations, if any, made by either the SELLER or the SELLER'S real estate agent. The SELLER makes no representations with regard to the Title 5 system and the BUYER shall be solely responsible for any required improvements so that the home will be habitable.

[Comments added]

Commented [DMC]: Please complete.
Commented [LM4R3]: The Town has no knowledge and is not making a representation on this. P&S was as is.
21. Notices. All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.

BUYER

SELLER

See attached Seller Rider

22. Counterparts/Facsimiles/Construction of Agreement. This Agreement may be executed in counterparts. Signatures transmitted by facsimile shall have the effect of original signatures. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Standards and Practices of the Massachusetts Conveyancers Association.


Seller’s Rider, Buyer’s Addendum and Preservation Restriction Agreement attached hereto and incorporated herein.

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

BUYER 

Date 

SELLER 

Date 

BUYER 

Date 

SELLER 

Date 

BUYER’S Initials 

BUYER’S Initials 

BUYER’S Initials 

SELLER’S Initials 

SELLER’S Initials 

SELLER’S Initials

.5 -
SELLER'S RIDER TO PURCHASE AND SALE AGREEMENT

Seller: TOWN OF ASHLAND

Buyer: GUSTAVSON DEVELOPMENT LLC

Property: 433 Chestnut Street, Ashland

Date: April __, 2021

1. BUYER shall use reasonable efforts to inform SELLER prior to 5:00 p.m. on the tenth day prior to closing to notify SELLER of any objections to title.

2. Buyer represents and agrees that Buyer has been provided ample opportunity to conduct any and all inspections of the Premises, structural and otherwise, desired by the Buyer, including, without limitation, mechanical, structural, utility systems, pest, termite, lead paint, asbestos, radon, mold and any hazardous chemicals, materials or substances and personal property being conveyed with the Premises as provided in this Agreement, and except for the terms specifically included in this agreement, the Buyer is fully satisfied with the results of same, the condition of the Premises, and accepts the Premises in the condition it is in subject to the completion of the Specifications in accordance with the Agreement, reasonable wear and tear excepted. Seller has made no warranties or representations, on which Buyer has relied with respect to the premises, and it is the understanding of the parties that the entire agreement of the parties with respect to the transaction, which is the subject of this agreement, is fully and completely set forth in this agreement. Buyer is purchasing the premises in its "as is" condition without any warranty or representation by Seller or any other party and Buyer has taken into consideration the results of any and all such inspections in agreeing to purchase the premises and with respect to the purchase price and method of payment thereof. Buyer is not relying on Seller or Seller's agents for any information regarding the property, including, without limitation, as to the character, quality, use, value, quantity or condition of the Premises. Any statements, which may have previously been made by the Seller, either verbally or in writing, if any, are specifically hereby voided and are superseded by this Agreement. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.

3. Buyer and Seller agree to the terms herein are in addition to those set forth in the main body of this Purchase and Sale Agreement. In the event of conflict between this Exhibit and the main body of this Agreement, the provisions of this Exhibit shall control.

4. Buyer acknowledges that Buyer's obligations hereunder are not conditioned or contingent upon the sale or refinance by Buyer of any other property (real, personal or otherwise).

5. This Agreement and the Buyer's Response to the RFP and the RFP which is incorporated herein by reference and made a part of this Agreement supersedes all prior agreements between the parties.
including but not limited to all offers and agreements made prior to this Agreement, which are all rendered null and void and shall have no further force and effect. It being the intent of the Parties that all obligations of the Parties are contained only in this Agreement. Any information regarding the premises, its condition or title previously provided were provided solely for Buyer's initial information and Buyer acknowledges that Buyer has had the opportunity to verify all such information prior to signing this agreement and signs this agreement without reliance on any statements, disclosures or information provided by Seller or Seller's Agents, except as otherwise provided herein.

6. All of Seller's representations under this Agreement are to the Seller's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the Seller to take additional actions or further inquiry with regard to any topics contained within this Agreement. Furthermore, it is acknowledged and agreed by the Parties that any such representations shall not constitute a representation or warranty against the existence of such conditions about which Seller has no knowledge.

7. Buyer shall not record or cause this Agreement to be recorded in any Registry of Deeds in the Commonwealth. If Buyer records or causes this Agreement to be recorded, then Seller may, in Seller's sole discretion, declare Buyer to be in default in Buyer's obligations under this Agreement, may retain Buyer's deposit as liquidated damages, and this Agreement shall terminate without any further recourse of the Parties.

8. By executing this Agreement the parties acknowledge and represent they have full authority to enter into and execute this Agreement and no further authorization or approvals are necessary from any other parties.

9. All notices hereunder shall be given in writing and shall be delivered in hand or by certified of registered mail, postage prepaid, by overnight courier, by email transmission, or by facsimile telecommunication to the parties with a copy to their respective legal counsel (if any) as follows:

If to the Seller: Town of Ashland
c/o Lisa L. Mead Esq.
Mead, Talerman & Costa, LLC
30 Green Street
Newburyport, MA 01950
Phone: (978) 463-7700
Fax: (978) 463-7747
Email: lisa@mntclawyers.com

If to the Buyer: Gustavson Development LLC
c/o David M. Click Esq.
Law Office of David M. Click
1253 Worcester Road, Suite 303
Framingham, MA 01701
Phone: (508) 561-1554

BUYER'S Initials  BUYER'S Initials  BUYER'S Initials  SELLER'S Initials  SELLER'S Initials  SELLER'S Initials

-8-
10. The Premises shall include a restriction in the Deed that the Premises shall only ever be used as a single family home.

11. The Buyer shall enter into a Preservation Restriction to be held by a local non-profit entity as determined by the Seller in a form attached to the RFP prior to the Time for Performance hereunder or prior to the issuance of a Building Permit. This provision shall survive the delivery of the deed. The BUYER shall present the concept plan to Ashland Historical Society prior to the time for performance.

12. In accordance with G.L.c. 64D, Section 1, no document stamps shall be required.

13. The Buyer shall provide at the closing, among other standard forms typical of a residential real estate transaction: (1) 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; (2) a certification of non-collusion; and (3) a certification of tax compliance.

14. The Buyer and the Seller and the MASSACHUSETTS STATE COLLEGE BUILDING AUTHORITY have entered into an Agreement relative to the adjacent parcel, shown as Parcel A, on the attached plan, which shall be conveyed to the Seller prior to the Time for Performance hereunder. Further, the MASSACHUSETTS STATE COLLEGE BUILDING AUTHORITY shall release that certain utility and access easement (the "Easement") shown on Exhibit A, prior to the Time for Performance hereunder. The Buyer recognizes that the Town has certain undertakings which are required prior to the conveyance of Parcel A and the release of the Easement. The Seller shall diligently pursue the completion of the conditions precedent to the conveyance by the MASSACHUSETTS STATE COLLEGE BUILDING AUTHORITY and the Buyer shall agree to any extensions requested by the Seller in order to complete the release of Easement and conveyance of Parcel A.

BUYER


SELLER


Commented [DMCS]: Lisa,
Please give me an update on where we stand with the state/town land swap. I assume this would be completed by this point.
PRESERVATION RESTRICTION AGREEMENT

Between

_________________________ and the

TOWN OF ASHLAND, MASSACHUSETTS

BY AND THROUGH THE ASHLAND HISTORICAL SOCIETY

THIS PRESERVATION RESTRICTION is made this _____ day of _____ 201_ (this “Restriction”) by
and between _________________________________, located at __________________, ASHLAND,
Middlesex County, Massachusetts 01721 ("Grantor"), and the TOWN OF ASHLAND ("Grantee"), a
municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Middlesex
County, Massachusetts, to be managed and enforced by its agent, the ASHLAND HISTORICAL SOCIETY
(the "SOCIETY"), located at 2 Myrtle Street, ASHLAND, Massachusetts, 01721.

WHEREAS, the Grantor is the owner in fee simple of certain real property located at

_________________________, ASHLAND, Massachusetts which was conveyed to

_________________________ by deed recorded with the Middlesex South Registry of Deeds

on _________________________ Book ___________ Page ___________ attached hereto as Exhibit

A. The foregoing property is that shown as _______ on a plan titled “Plan of Land in ASHLAND, MA,
Showing Proposed Site Plan at ___________________ (Map __ - Lot __)” prepared by

_________________________ for

the Middlesex South Registry of Deeds Plan Book _______ Plan _______ on _____________ (the “Plan”), which
Plan is attached hereto as Exhibit B, and incorporated herein by reference (the “Property”). This Restriction
shall apply to the Property the exterior of said existing principal building, referred to as the “Building”, and
described as follows:

WHEREAS, the Property is a contributing resource to the greater ASHLAND Henry Warren historical real
estate and related facilities, is historically significant for its architecture, associations, and/or archeology, and
qualifies for the protections of perpetual preservation restrictions under Massachusetts General Laws,
Chapter 184, sections 31, 32 and 33; and

WHEREAS, Grantor and Grantee recognize the architectural, historic and cultural values (hereinafter
“preservation values”) and significance of the Property, and have the common purpose of preserving the
foresaid preservation values and significance of the exterior of the Property; and

WHEREAS, the preservation values of the ___________________ are documented in a series of photographs
and documents (hereinafter, “Baseline Documentation”) incorporated herein and attached hereto as Exhibits
A (Property Description), B (Site Plans), C (Massachusetts Historical Commission Inventory Form B) which
Baseline Documentation the parties agree provides an accurate representation of the ___________________. And
WHEREAS, the preservation of the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of Massachusetts General Laws, Chapter 184, Sections 31, 32 and 33 ("Act"); and

WHEREAS, the SOCIETY is authorized to accept preservation restrictions in the name of the TOWN OF ASHLAND and the SOCIETY is a governmental body duly organized under the laws of the Commonwealth of Massachusetts, including the General Laws, Chapter 40, Section 8D, authorized and directed by the Grantee to manage the Property and the Building burdened by such restrictions and to administer and enforce this restriction;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby irrevocably grant and convey to the Grantee in gross this Restriction over the Property and the exterior of the Building to be administered, managed and enforced by the SOCIETY during the Term of this Restriction.

1. **Purpose:** It is the purpose of this Restriction to assure that the architectural, historic, and cultural features of the exterior of the Building, as described and documented in the Baseline Documentation, will be retained and maintained forever substantially in their historically-appropriate condition for preservation purposes and to prevent any use or change to the exterior of the Building and specified interior features of the Building or the Property that will significantly impair or interfere with the Building’s Preservation Values (the “Purpose of this Restriction”). Characteristics that contribute to the architectural and historical integrity of the Property including include, but are not limited to, the setting and location of the Building; and the architectural features, materials, appearance, and workmanship thereof. All Exhibits shall be attached to and recorded with this Restriction.

2. **Preservation Restriction:** The Grantor grants the grantee the right to forbid or limit:

   a. Any alteration to the appearance, materials, workmanship, condition or structural stability of the Building unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantor in accordance with the requirements of paragraph 7, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to Grantee in accordance with requirements in paragraph 9. For the purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto as Exhibit E.

   b. Any alteration to the appearance, materials, workmanship, condition or structural stability of the Building governed by the ASHLAND Historical SOCIETY as listed and attached hereto as Exhibit E.

   c. Any other act or use that may be harmful to the historic preservation of the Building or the Property.

   d. Notwithstanding anything to the contrary in this section 2, in the event the Grantor is required by law to make improvements to the Building or the Property or is required in writing by its insurance carrier to make improvements to the Building or the Property in order to avoid revocation of insurance and the Grantor has exhausted all methods of variance or appeal process related to either applicable law or insurance qualifications, the Grantee and the Grantor agree that the Grantee may not forbid or limit the Grantor’s ability to make the improvements. Said changes or improvements shall comply with the Secretary of Interior’s Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (36CFR 67 and 68) (hereinafter the “Secretary’s Standards”), and shall be designed in consultation with and subject to reasonable review by Grantee.
6. **Grantor’s Reserved Rights Not Requiring Further Approval by the Grantee:** Subject to the provisions of paragraphs 2 and 4, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the SOCIETY without further approval by the SOCIETY:

   a. The right to engage in all those acts and uses that:
      
      i. Are permitted by governmental statute or regulation;
      
      ii. Do not substantially impair the preservation values of the Building and the Property;
      
      and
      
      iii. Are not inconsistent with the Purpose of this Restriction;
      
      iv. Without further approval, are in conformance with the Restriction Guidelines attached as Exhibit E and Restoration Plan attached as Exhibit F.

   b. Pursuant to the provisions of paragraph 3, the right to maintain and repair the Building strictly according to the Secretary’s Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Building. The right to maintain and repair as used in this sub-paragraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of the SOCIETY in accordance with the provisions of paragraph 5.

7. **Review of Grantor’s Requests for Approval:** Grantor shall submit to the SOCIETY for the SOCIETY’s approval of those conditional rights set out at paragraphs 2 and 5 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity sufficient to permit the SOCIETY to monitor such activity. Within forty-five (45) days of the SOCIETY’s receipt of any plan or written request for approval hereunder, the SOCIETY shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the SOCIETY shall provide Grantor with written suggestions for modification of a written explanation for the SOCIETY’s disapproval. Any failure by the SOCIETY to act within forty-five (45) days of receipt of Grantor’s submission or resubmission of plans or requests shall be deemed to constitute approval by the SOCIETY of the plan or request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time, provided nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

8. **Standards for Review:** In exercising any authority created by this Restriction to inspect the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the SOCIETY shall apply the Secretary’s Standards.

9. **Casualty Damage or Destruction:** In the event the Building shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the SOCIETY in writing within fourteen (14) days of damage or destruction, such notification including what, if any, temporary emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and to protect public safety, shall be undertaken by Grantor without the SOCIETY’s prior written approval of the work. Within one hundred twenty (120) days of the date of damage or destruction, if required by the SOCIETY, Grantor at its expense shall submit to the SOCIETY a written report prepared by a qualified restoration architect.
substance now or hereafter defined, listed or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building; unless such injury, death, or damage is caused by Grantee or its boards, SOCIETY, appointees, agents, directors, employees, or independent contractors. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic’s lien.

13. Written Notice: Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing:

Grantor: ____________________________

Grantee: TOWN OF ASHLAND  
c/o ASHLAND HISTORICAL SOCIETY  
2 Myrtle Street  
ASHLAND, MA 01721

Each party may change its address set forth herein by a notice to such effect to the other party.

14. Evidence of Compliance: Upon reasonable request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee’s knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidence the status of this Restriction to the extent of Grantee’s knowledge thereof.

15. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the exterior of the Building and the Property on an annual basis. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

16. Grantee’s Remedies: The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement may result in the SOCIETY exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the Building and such other legal and equitable remedies as may be available to the SOCIETY to effectuate the purposes of this Restriction and to enforce the Grantor’s obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee’s enforcement of the terms of this Restriction, including all court costs, and attorneys’, architectural, engineering, and expert-witness fees. Grantor shall, at its own expense and with approval of SOCIETY, reverse any actions or activities which violated this restriction and altered the Building.

Nothing in this Restriction shall impose upon the SOCIETY any duty to maintain or require that the Building be maintained in any particular state or condition; notwithstanding the SOCIETY’s acceptance hereof. Enforcement of the terms of this Preservation Restriction shall be at the discretion of the SOCIETY. Any election by the SOCIETY as to the manner and timing of exercising of its right to enforce this Preservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Preservation Restriction, the SOCIETY does not assume any liability or obligation relating to the condition of the Building or the Property, including compliance with hazardous materials or other environmental laws and regulations.
public hearings to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.

24. **Condemnation:** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interest in the Property that are subject to the taking and all incidental and direct damages resulting from the taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.

25. **Interpretation:** The following provisions shall govern the effectiveness, interpretation, and duration of the restriction:

   a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect is Purpose and the transfer of rights and the restrictions on use contained herein.

   b. This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall constitute the entire Restriction of the parties.

   c. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private Restriction either in existence now or at any time subsequent hereto.

   d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Preservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

26. **Amendment:** If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is
IN WITNESS WHEREOF, the Grantor sets its hand and seal this __________ day of __________, 201_.

By:

GRANTOR:

________________________________________

Massachusetts

________________________________________, ss.

On this ______ day of ____________, 201_, before me, the undersigned notary public, personally appeared ___________________________________________ as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license) (current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.

________________________________________
Notary Public
My SOCIETY Expires: ____________________
ACCEPTANCE AND APPROVAL BY THE TOWN OF ASHLAND

I, the undersigned Town Clerk of the TOWN OF ASHLAND, Massachusetts, hereby certify that at a meeting duly held on ________________, 201__, the Board of Selectmen voted to approve and accept the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said Town and being the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32 and further was provided with authorization to do so pursuant to Article __ of the __________, 201__ Town Meeting.

TOWN OF ASHLAND

By its Clerk

____________________

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted by the TOWN OF ASHLAND

TOWN OF ASHLAND

Chair, Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of __________, 201__, before me, the undersigned notary public, personally appeared ________________, as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Notary Public
My SOCIETY Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of __________, 201__, before me, the undersigned notary public, personally appeared ________________, as aforesaid, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Notary Public
My SOCIETY Expires:
Exhibit A
Legal Property Description
Exhibit D
Baseline Photographic Documentation