SELECT BOARD
Minutes
October 2, 2019 – 7:00 PM
Town Hall

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

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

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

Steve Mitchell asked Joe Magnani to lead the board in the Pledge of Allegiance.

Citizen's Participation
Mark Dassoni wished everyone a happy fall.

Scheduled Hearings/Appearances
Discovery of the Boston Post Cane
Michael Herbert explained that in 1909 each town received a cane from the Boston Post. Tara Ward had been a searching for Ashland’s cane which had been missing since the 70’s. Cliff Wilson helped to track down the missing cane and presented it to Tara last week. The cane was gifted for the purpose of the town giving it to the oldest citizen in town. This cane was to be passed from person to person as the oldest resident changed.

Economic Incentive Program
Beth Reynolds explained that the building owner at 78 Front Street, Erica’s Ristorante, is seeking funding from the Economic Incentive Program to paint the building’s exterior and to fix the driveway at a cost of the $3,815.00.

Yolanda Greaves made a motion to approve Erica’s Ristorante request for funding from the Economic Incentive Program in the amount of $3,815.00. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

Mazi – 320 Pond Street
Steve Mitchell read the Legal Ad to open the public hearing for an All Alcohol Liquor License requested by Mazi at 320 Pond Street.

Mazi is a family run restaurant located at 320 Pond Street. Zak explained that he and his family are looking to transform the former Blockbuster into a family restaurant.
Yolanda Greaves explained that she understands the plan is to have an outdoor patio and asked what type of food will be served. Zak explained the plan is “American Food” which will include, Greek, Burger’s tapas, etc.

Joe asked the applicant what the level of experience they have with serving liquor. Zak explained they have never had a problem; they have had a full liquor license since 2012 and before that served beer and wine.

Brandi explained she is excited to have them come to Ashland.

Rob would like to understand how they selected the location. Zak explained that Parson’s took over the property and they were interested in purchasing the property and their Real estate Agent worked to help secure the location. Zak explained the town’s efforts to attempt to attract and support businesses was an incentive to them.

Yolanda Greaves asked how long construction will take. Zak responded that they are hoping to complete construction and open by March.

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

Yolanda Greaves made a motion to approve the request for an All Alcohol Liquor License for Mazi located at 320 Pond Street contingent upon Planning Board approval and TIPS certification. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

**Hanto – Noise Complaint**

Chief Alfano explained that he met with Hanto management concerning a noise complaint that stemmed from a band that performed on September 7th. He explained that three residents had expressed concerns and Vin met with them on Monday, offered several suggestions and completed some testing. They are hoping if some of the suggestions are implemented the issue will be resolved. The first suggestion is to have a volume control on the amplifier and review the types of bands they have scheduled. A primary contributing factor is the double doors located next to stage. Patrons using the doors to go in and out to smoke, and the constant opening and closing allows for the music to be heard in the surrounding area. Keeping the doors closed would confine the noise to the property. Additionally, Vin suggested adding carpeting to the stage and the lower area on the walls to help soften the sounds. He also explained that typically bands provide their own sound systems and suggested Hanto invest in an in-house system to have better control of the sound levels. The second factor is the parking lot noise. Vin suggested they inform patrons of the negative impact excessive noise has on the business, as continued compliant will required a police officer detail. Vin was hopefully that these issues will be resolved in couple of weeks.

Steve explained that they are responsible for making the changes, but he would like to look at changing the establishment’s entertainment hours which would require a hearing.

Joe explained that this has been an ongoing issue and he hopes that they will take these recent complaints seriously.

Rob Scherer asked the Chief how he understand so much about the noise and Vin explained that he plays the drums and has also had to address similar issues in the past. Rob is hoping that implementing the changes may solve the problem. Board members decided that they would like to move forward with a public hearing.

Yolanda Greaves made a motion to hold a public hearing at the first meeting in November. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

**Stormwater Committee**

Rob St. Germain and Evan White provided the board with an update on the Stormwater Committee’s activities and DPW’s work to address stormwater. Evan explained operational changes to address areas
of concern, including establishing stormwater fees and the billing. They are working in collaboration with the sustainability, Planning and Conservation Committee and Greenup Ashland, and expanding the catch basin cleaning as required by the MS4 permit. Rob St. Germain reviewed the committee’s five-year budget.

Yolanda Greaves asked if exempt buildings are subject to stormwater fees, and Rob St. Germain responded that there are no exemptions. Steve Mitchell requested that the committee consider an abatement process as part of their goals.

Rob Scherer asked how retention basins play into this effort. Evan White explained that most basins become the responsibility of town. Rob Scherer also asked if catch basins should be treated for EEE. Rob St. Germain responded that he is not sure what the impact would be.

Brandi asked if other communities’ abatement process have been reviewed.

Yolanda Greaves mentioned that catch basins that are full should be reported to DPW and they will help to clear them.

Michael Herbert thanked Rob St. Germain for all his hard work.

**Town Forest Committee**

Brian Forestal, Chair of the Town Forest Committee, provided an update on the Town Forest Committee’s activities and future goals. Recent accomplishment include land acquisitions, DCR grant for Forest Stewardship Plans, additional map post, kiosks, the Oregon Rd. parking area, and additional bridges.

Yolanda Greaves asked if the new shed would be large enough for the UATV which Brian responded it is.

Joe Magnani asked if the Town Forest Committee is looking into federal funds and available grants.

Rob raised whether the UATV should belong to a department so that it can fill a larger need in the community.

Yolanda suggested creating a “Friends of the Ashland Town Forest” to assist with fundraising. Brian explained that they have been working to push out information via social media. She asked about the November 3rd walk that Sudbury Valley Trustee will host a in the Town Forest which is currently full.

Brandi asked if the committee has worked with elementary school age children and if not, would they consider hosting field trips to introduce families to the Town Forest.

**Nyanza Advisory Committee**

Joe Magnani, the Select Board committee member, explained that the committee has not met since May and that they currently have two vacancies. They are charged to work with EPA and monitor the development of the solar farm off the MBTA Road. They had worked to develop bylaws to address ground water in the area of Nyanza and the vapor mitigation area. Joe feels he is not sure if the Nyanza Advisory Committee is serving a role other than reviewing the EPA 5-year review report.

Dave Perry a former Chairman of the Nyanza Advisory Committee came before the board to provide an update on the committee. Dave explained that the Nyanza Advisory Committee was formed because of the heightened concern when the RTD area apartments were being developed. He feels the final task of the committee would be to review the 5-year report supplied by the EPA.

Michael Herbert explained that although the ground water bylaw never came to fruition the work that was put forth has been applied to permitting as it is today.
Ashland Affordable Housing Trust
Steve Greenberg, Chair of the Ashland Affordable Housing Trust, explained the committee was created in 2008, and since then they have 18 transactions and the current balance of $622,000.00. They are currently working with Planning Department to create an Inclusionary Zoning bylaw, and they are looking to the Planning Department to organize the Affordable Housing inventory. They have approved up to $200,000.00, subject to permits and approval of the affordable component of development at 12 Pond St.

Select Board/Town Manager Priority Project Update
Public Safety Building
Michael Herbert explained that wetland delineation has been ongoing at the Public Safety Building site. As part of the site work bedrock and boulders have been found, which was anticipated.

Riverwalk Project
Jenn Ball explained that York Bridge completed some of the work on the bridge at Mill Pond. Tomorrow they will work on the railings and the site work. Jenn thanked DPW for all their assistance.

Downtown Project
Michael explained that he has met with BSC and Eversource concerning the Downtown Project and he is concerned with Eversource’s delays. Michael proposed, and the board discussed pushing the project out a year, start the Streetscape effort in 2021 and shorten the entire effort in order to get a better product in the end.

Rail Transit District
Michael reported that he and Steve Mitchell met with the YMCA and reviewed the trail-cut into the site near the MBTA Access Rd. The YMCA will continue to conduct surveys, focus groups, and larger forums in early 2020 to gather input concerning program development, with the goal to open in 2022.

Concerning the solar project, Michael reported that although there is significant tree clearing required on the seven-acre site, several tree will be replanted for buffering.

United Group of Companies
Steve Mitchell explained that the board met with United Group of Companies (UGC) to discuss the project to be built on the MBTA Road. At the present time the board is requesting that the placement of the road be modified, as the current placement has a large impact on the open space area that will be given to the town. If the road is not modified it will have a negative impact on how the land given to the town can be used.

Brandi explained that she was disappointed with UGC’s unwillingness to work with the board on modifications but collectively the board is hoping to have road moved as well as a reduction in the number of units proposed to be built on the property.

Michael explained that at the present time UGC cannot move forward in the permitting process until they have property site control.

The board reiterated the following project priorities for Michael to discuss with UGC:
1. The upper road readjustment
2. Reduction in the number of units from 150 to 160 and shrink the overall footprint.
3. Twenty-five percent affordable component, with a portion at the 30-50 percentile.
4. Offer adjustments on building permit fees, and qualify the open-ended language concerning the land deed restriction to be open space and recreation.

YMCA
Michael Herbert explained that he and Steve met with members from the YMCA and a trail has been cut into the property. They will be putting up some signage and they will work on some additional site work.
Solar Project
Michael Herbert explained that the Solar Project has begun. The land has been cleared but there will some trees added back to the property before the project is complete.

Warren District
433 Chestnut Street
Michael Herbert explained that the 433 Chestnut St., the Jager Hall House historical restoration project, went out to bid and one proposal was received. Regarding the Warren Barn, Michael Herbert explained that the cost estimates are under review with an eye to minimize the engineering cost.

Valentine Property Committee
Concerning the Valentine Property Committee, Michael indicated an initial meeting is in the process of being scheduled.

Consent Agenda
A. Approve the Select Board Regular Session Minutes from September 4, 2019.
B. Declare the IBM Wheelwriter 3 from Inspections Services
C. Recapportion Constable Barry Sims 3-year appointment that will expired on November 20, 2022.

Rob asked to pull out item C which is the Constable reappointment.

Joe Magnani made a motion approve the Consent Agenda excluding item C. This motion was seconded by Brandi Kinsman with a vote of 4-0-1(Mitchell)

Rob asked for more information regarding the service provided by Constable. It was explained that the services are used for the posting of the warrant.

Yolanda Greaves made a motion to reappoint Barry Sims as a Constable with an expiration of the November 20, 2022. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

Yolanda Greaves made a motion for the meeting to go past 10:00 pm. This motion was seconded by Brandi Kinsman with a unanimous vote of 5-0-0.

Old / New Business
American Disabilities Act Access Policy
Michael Herbert explained that the town is in the process of applying for an American Disabilities Act construction grant for up to $250,000.00, and they are applying for a grant to complete the construction plan therefore he is seeking the board’s approval to amend to American Disabilities Act Access Policy for the purpose to post.

Yolanda Greaves made a motion to accept the amendment to the American Disabilities Act Access Policy. This motion was seconded by Brandi Kinsman with a unanimous vote of 5-0-0.

378 Eliot Street Deed Restriction
Michael Herbert explained that the deed restriction on 378 Eliot St. would limit the development of the property to no more than one dwelling unit per one-acre lot.

Eversource – Status of Declaratory Judgement
Michael Herbert explained that the board has asked the courts to rule on whether Eversource’s easement language allows for more than one pipe within the easement. A motion for summary judgement will be due in May 2020.

Mark Dassoni wanted to know if there has been anything new with the right of way.
Select Date for Workshop Meeting
Steve Mitchell explained that the board needs to pick a new date for the Workshop Meeting. Collectively the board decided to move the meeting to November 13th at 6:15 pm.

National Citizen Survey
Jenn Ball reported that as of late last week roughly 400 residents have responded to the National Citizen Survey. Anyone needing assistance completing the survey should contact the Town Manager’s office. Jenn noted that 2,700 initial surveys were sent out.

Seat for the Metropolitan Planning Organization
Yolanda Greaves explained that currently two towns, Arlington and Franklin, have signed on to support Ashland’s running for the 3-year seat for the Metropolitan Planning Organization. Yolanda Greaves explained support from two more communities is needed but based on the feedback she is confident that we should have the support needed to move forward.

EEE Update
Michael Herbert explained that he does not have much additional information EEE and he mentioned that some are questioning if Trick-or-Treating will be allowed.

Warrant Articles for the Special Town Meeting
Jenn Ball reviewed the Warrant Articles for the Special Town Meeting and said no additional articles are expected to be added.

Town Manager Report
      Safer Grant
Michael Herbert reported that the Ashland Fire Department was awarded a $700,000.00 Safer Grant offered by FEMA for the hiring of up to four additional fire fighters. He explained that the Fire Department held an Open House to provide interested parties an opportunity to meet with staff.

Update on Custodial Services
Jenn Ball explained that the town entered into a custodial services agreement for cleaning town buildings at night, including the Town Hall, the Community Center, Police Dept., and DPW.

Sustainability Coordinator
Michael Herbert reported that advertising for the hiring of the Sustainability Coordinator was completed and about 60 application have been received. Michael explained that interviews will start next week.

Downtown Survey
Beth Reynolds explained that there was a Downtown Survey done and to see if we are ready to

Working with the businesses on how the construction will affect the businesses. What people wanted to see in downtown and the survey provided some of the information. 346 responses. Only 29 of those that responded live in downtown. People feel that the downtown needs work, parking is not an issue and most people come to downtown for dining, library, farmer’s Market and the Corner Spot. People are looking to get some unique stores added but not looking for big box stores.

Board Reports
      Rob Scherer
Rob attended a legislative breakfast and reported several topics that were discussed, including Open Meeting Law and legislation to assist communities, CPA matching funds, cable TV, marijuana, the climate, environmental and transportation finance, and regional transportation.

Brandi Kinsman
Brandi attended the Decisions at Every Turn Forum last Friday at the Library and found the data concerning substance abuse and wellness presented based on the last report very interesting. Lifetime usage of tobacco, alcohol, marijuana and e-cigarettes was surveyed at the High School level, and the Ashland High School vaping usage increased from 28% in 2016 to 44% according to the most recent
survey completed in 2018. Brandi explained that she would like the Board of Health and the Select Board to draft a letter in support of a vaping band.

Yolanda Greaves made a motion to authorize Brandi to work with the Board of Health to draft a joint communique supporting a band on vaping and have authorize the Chair Steve Mitchell and the Chair of the Board of Health to sign it. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

Brandi mentioned that the Ashland Cultural Council is accepting applications for their grants until October 15th, the Fall Fest is on Sunday at the Corner Spot, the Captain Marvel film festival will be held at the VFW on October 25th, and there will be a concert series with the Friends of the Public Library on October 13th. She also congratulated WACA TV for recently winning several awards.

Joe Magnani
Joe reported that Ashland Day was very successful, and they are still working on finalizing the funds raised. He also thanked the volunteer staff that helped to keep that bathrooms open and clean at Kids Spot.

Joe thanked the person that recently helped him.

Yolanda Greaves
Yolanda congratulated the Ashland Day Committee.

She attended a fund raiser for Jake’s Team and mention Annemarie’s Dance Center performed at the Holliston’s Town Hall on Friday night.

Yolanda mentioned the Ashland Community Theatre will be performing at the VFW on Friday night, and the Mindess Feasibility Study has a public forum scheduled on October 29th at the Mindess Library.

Yolanda also reported that Natick submitted their support of the MPO seat nomination.

Steve Mitchell
Steve explained that marijuana deliveries and cafés are being considered and he understands towns that have opted out will be able to participate in voting on these services.

Steve reminded everyone that the MMA registration will be open soon if it hasn’t already, and BAA grants are due on Friday.

The first Ashland Lions Breakfast of the new year is tomorrow followed by the Council on Aging meeting, and he understands an item being discussed is a Stormwater fee discount for seniors.

Steve explained that requests have been received concerning the Robert Hill Way Executive Session minutes, however at this point the minutes are not available for release.

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

Meeting Materials:
This agenda is subject to change and includes those items reasonably anticipated by the Chair to be discussed at the meeting. Not all agenda items may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.
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Ashland recovers long-lost Boston Post Cane

By Cesareo Contreras / Daily News Staff

Posted Sep 25, 2019 at 5:38 PM
Updated Sep 25, 2019 at 5:45 PM

Since Tara Ward started as Ashland’s town clerk in 2004, she had relentlessly searched for the 14-karat gold-knobbled cane, reaching out to anyone and everyone who might have a clue as to where it had gone.

ASHLAND – For Town Clerk Tara Ward, a 15-year search is finally over.

On Tuesday afternoon at Town Hall, Ashland Historical Society President Cliff Wilson presented to Ward, along with a number of other town employees, a long-lost cane that many residents doubted would ever be found.

In 1909, the Boston Post newspaper gave out gold-headed ebony canes to 700 towns throughout New England. They were meant to serve as advertisements for the newspaper and were given specifically to the oldest male resident in each town, Wilson said. (The rule changed in the 1930s to also include women.)

While the newspaper is no more, for many towns the so-called Boston Post Canes continue to be historic relics.

But until yesterday, Ashland’s cane hadn’t been accounted for since the 1970s, when the town was doing renovations at Town Hall, according to Ward.

Since Ward started her job in 2004, she had relentlessly searched for the 14-karat gold cane, reaching out to anyone and everyone who might have a clue as to where it had gone.

Little did Ward know that the cane had been a little less than a mile away from Town Hall all along - at the home of Elaine D’Orsay on Myrtle Street.

On Sunday, Wilson received an email from D’Orsay’s son, Tom, alerting him that while cleaning up his late mother’s home, Tom D’Orsay came across a number of items that may of interest to the town.

Aside from the historic cane, Elaine D’Orsay collected a book of Middlesex County maps and a hard-bound book detailing the history of Ashland.

Wilson immediately replied and, 24 hours later, the long-lost cane was once again in the town’s possession.
"When they opened it up and I saw it, I jumped for it," Ward said with a laugh. "I grabbed it right away. I haven't given it up yet."

Wilson posted the news on his Facebook page Tuesday afternoon.

The theory is that Elaine D'Orsay, who worked in the Assessors' Office, must have taken the cane for safe keeping while Town Hall was undergoing renovations more than 40 years ago. Ward believed D'Orsay was perhaps concerned the cane may have been inadvertently destroyed, thrown out or lost forever.

"Luckily for her, we still have it," Ward said.

Tom D'Orsay said he found the cane wrapped in a tight brown bag with the golden head exposed. He had no idea of its significance when he uncovered it two months ago. It wasn't until recently that a friend told him it was a big find.

D'Orsay said he remembers his mother being a bit of hoarder. The cane, however, was a unique discovery.

Town Manager Michael Herbert said the town is still figuring out what to do with the cane, but noted the plan is for it to be put on display somewhere in Ashland.

He also said the town, in celebration of the cane's recovery, may now consider giving out some type of award for the oldest resident in town. He made reference to a suggestion that instead of giving the resident a cane, the town give them a custom-made coin instead.

He noted those types of awards are reminiscent of a past era during which everyone in town knew one another.

"I think we've lost that as a society as the years have progressed," Herbert said. "I think it hearkens back to a time when things were a little simpler and we had the time to know our neighbors."

Ward said she would love to have the cane placed on a wall just outside her office. That way, people who come to Town Hall would have an opportunity to look at it and recognize its significance.

"To me, it was just a piece of the puzzle that was missing and it just made me feel so good that we got it. It was home," she said. "That's what it felt like."

Cesareo Contreras writes about environmental issues and technology for the Daily News. He can be reached at 508-626-3957 or ccontreras@wickedlocal.com. Follow him on Twitter @cesareo_r.
Presented by
The Boston Post
To the
Oldest Citizen
Of Ashland
Mass
(to be transmitted)
Economic Development Advisory Group
Meeting Minutes
Wednesday, September 25th 2019
Location: Ashland Town Hall, SB Room
101 Main Street, Ashland, MA 01721

Opened meeting at 3:05pm.

Attendance: Julia Chase, Dennis Ahern, Alan Macintosh (Absent: Pam Bathen, Garrett Quinn)

Business Incentive Program Review of Applications:
- 78 Front Street (Erica’s Ristorante): Sign and Façade improvement application in the amount of $3,815 half the cost $7,360 to repaint the exterior of the building, repair and enhance stone dust driveway and landscaping. Applicant met all requirements required in the rules and regulations. D. Ahern made motion to recommend application, J. Chase seconded. Vote was unanimous.

Create a process for the review of the business incentive program:
- Group discussed the plan moving forward as more applications come through. Plan was put forth that applications will be accepted by the 1st of each month. The Economic Development Advisory group will meet every 2nd Monday of each month to review applications. Recommendations will then be given to the Select Board for review at their meeting on the 3rd Wednesday of the month.

Meeting adjourned at 3:50pm.

Respectfully Submitted,

Beth Reynolds
Economic Development Director
Town of Ashland

Town of Ashland, Massachusetts
101 Main Street
Ashland, MA 01721
September 26, 2019

Select Board Members:

The Economic Development Advisory Group met on Wednesday, September 25th to review one business incentive application submitted for review. The Economic Development Incentive Program was created pursuant to Chapter 240 of the Acts of 2018 (the “Act”) to provide assistance to private business and individuals in order to encourage and facilitate economic growth and development, including creation of jobs, improvement and enhancement of buildings and infrastructure and increase the value of the real estate tax and general tax base.

The advisory group voted unanimously to recommend the following businesses for the incentive program.

1.) John Cieri, owner of 78 Front Street, home of Erica’s Ristorante has applied for the sign and façade improvement incentive to paint the exterior of the building, add stone dust to the driveway to improve look and accessibility and improve landscaping. The applicant met all requirements listed in the rules and regulations set forth by the Select Board. The advisory group recommends that the applicant receives reimbursement in the amount of $3,815.

Best regards,

Economic Development Advisory Group
Members: Julia Chase, Dennis Ahern, Alan Macintosh, Pam Bathen, Garrett Quinn
LEGAL NOTICE
Town of Ashland

Notice is hereby given that the Select Board will conduct a hearing regarding an application for an All Alcohol Liquor License. This is a Liquor License requested by the MAZI Corp. The applicant is looking to open a restaurant at 320 Pond Street in Ashland.

MAZI
320 Pond Street
Ashland, MA 01721

A public hearing will be held on the matter at the Ashland Town Hall, 101 Main Street Ashland, MA on Wednesday October 2, 2019 at 7:20 P.M.

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

Steve Mitchell, Chair
Select Board
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Please make checks payable to:

Town of Ashland

*PLEASE INCLUDE THIS FORM WITH PAYMENT*

- [ ] All Alcoholic Beverages License
☐ Amusement Device
☐ Billiards License
☐ Class II License (You must submit an updated parking plan)
☐ Class III License
☐ Certificate of Inspection
☐ Common Victualler
☐ Entertainment
☐ Food Service Permit
☐ Hobby Shop License
☐ Lodging House License
☐ Taxi Service License
☐ Tobacco Sales Permit
☐ Wine & Malt License
☐ Wine & Malt

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state and local tax returns and have paid all state and local taxes required under law.

<p>| MAZI CORP. |</p>
<table>
<thead>
<tr>
<th>Signature of Individual or Corporate Name</th>
<th>By Corporate Officer (If applicable)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Social Security # or Federal Tax ID</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>09/16/19</td>
</tr>
</tbody>
</table>

All Licensees are required to meet all tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This requirement is under the authority of Mass General Laws, Chapter 62C,

**Contact Information**

| ZACHARIAS SIARKOS |  
| Name | Phone Number |
Fee: $50.00

License Year: 2019

RECEIVED
SEP 19 2019

BOARD OF SELECTMEN, LICENSING BOARD
TOWN OF ASHLAND, MASSACHUSETTS

APPLICATION FORM FOR COMMON VICTUALLER LICENSE

Business Name: MAZI

Address of Business: 320 POND STREET, ASHLAND, MA 01721

Business Telephone: 

Name of Owner: MAZI CORP.

Address of Owner: 320 POND STREET, ASHLAND, MA 01721

Owners Contact Telephone: 

I Certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state and local tax returns and have paid all state and local taxes required under law.

MAZI CORP

* Signature of Individual or Corporate Name

By: Corporate Officer (If applicable)

** Social Security # or Federal Tax ID #

* This license will not be issued unless this certification clause is signed by the applicant.

** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax-filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. General Laws, Chapter 62C, §49A.
ENTERTAINMENT LICENSE APPLICATION

Name of Applicant: MAZI CORP.

Address of Applicant: 320 POND STREET, ASHLAND, MA 01721

Telephone: E-mail: \( \checkmark \)

Federal ID: Or Social Security #: 

Business Name: MAZI

Business Address: 320 POND STREET, ASHLAND, MA 01721

Telephone: E-mail: 

Description of Entertainment: LIVE ACCOUSTIC MUSIC

Days/Hours of Entertainment: FRIDAY, SATURDAY NIGHTS BETWEEN 6:00 PM AND 11:00 PM AND SUNDAYS 

(Floor Plan/Site Plan/Parking Plan must be submitted with application)

Floor Plan: \( \checkmark \) Parking Plan: \( \checkmark \) Site Plan: \( \checkmark \)

I the undersigned, state that the information provided in this application, and associated documents, are true and accurate to the best of my knowledge. I certify under penalties of perjury, that all taxes, fees and fines owed to the Commonwealth of Massachusetts and the Town of Ashland have been paid.

Applicant's Signature: \( \) Date: 9-16-19
**Approved Hours of Operation**

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours</th>
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<tbody>
<tr>
<td>Sunday</td>
<td>10AM-10PM</td>
</tr>
<tr>
<td>Monday</td>
<td>10AM-10PM</td>
</tr>
<tr>
<td>Tuesday</td>
<td>10AM-10PM</td>
</tr>
<tr>
<td>Wednesday</td>
<td>10AM-10PM</td>
</tr>
<tr>
<td>Thursday</td>
<td>10AM-10PM</td>
</tr>
<tr>
<td>Friday</td>
<td>10AM-11PM</td>
</tr>
<tr>
<td>Saturday</td>
<td>10AM-11PM</td>
</tr>
</tbody>
</table>

**Any change in hours would require a hearing before the Board of Selectmen. If you need additional information about the process please contact Susan Robie at 508-532-7921 or e-mail srobie@ashlandmass.com**
Date: ___9/18/19______________

Establishment: ___MAZI_____________________

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>9/18/19</td>
<td>Zachary S. Arcos</td>
</tr>
</tbody>
</table>
NEW LICENSE

To apply for an alcoholic beverages retail license, you will need the following:

- **New Retail Application**
- **Business Structure Documents**
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Manager Application**
- **Proof of Citizenship** for the proposed Manager of Record.
- **Vote of the Corporate Board**
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Abutter's Notification**
- **Advertisement**
- **Monetary Transmittal Form**
- **$200 Fee** paid online through our online payment link: **ABCC PAYMENT WEBSITE**
- **Payment Receipt**
- **Additional information**, if necessary, utilizing the formats provided and or any affidavits.
- **Management Agreement**, if applicable

*Please Note: You may be requested to submit additional supporting documentation if necessary.*
APPLICATION FOR A NEW LICENSE

Municipality: ASHLAND

1. LICENSE CLASSIFICATION INFORMATION

<table>
<thead>
<tr>
<th>ON/OFF-PREMISES</th>
<th>TYPE</th>
<th>CATEGORY</th>
<th>CLASS</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Premises-12</td>
<td>$12 Restaurant</td>
<td>All Alcoholic Beverages</td>
<td>Annual</td>
</tr>
</tbody>
</table>

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

OPERATION OF A SIT DOWN RESTAURANT THAT WILL PROVIDE MUSIC ON THE WEEKENDS

Is this license application pursuant to special legislation?  
☐ Yes  ☐ No  
Chapter:  
Acts of:  

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name: MAZI CORP.  
FEIN:  
DBA: MAZI  
Manager of Record: ZACHARIAS SIARKOS

Street Address: 320 POND STREET ASHLAND MA

Phone:  
Email:  
Alternative Phone:  
Website:  

3. DESCRIPTION OF PREMISES

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

STAND ALONE BUILDING LOCATED AT 320 POND STREET

Total Square Footage: 4986  
Number of Entrances: 1  
Seating Capacity: 120

Number of Floors: 1  
Number of Exits: 3  
Occupancy Number: 140

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name: PAVLOS A GAKIS  
Phone:  
Title: ATTORNEY  
Email: 
APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

<table>
<thead>
<tr>
<th>Entity Legal Structure</th>
<th>Corporation</th>
<th>Date of Incorporation</th>
<th>5/12/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Incorporation</td>
<td>Massachusetts</td>
<td>Is the Corporation publicly traded?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
  On Premises (E.g., Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
  Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal | Residential Address | SSN | DOB
--- | --- | --- | ---
ZACHARIAS SIAKOS | | | 11-01-1983
Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen
TREASURER | 33 | Yes | No
Name of Principal | Residential Address | SSN | DOB
CHRISTOS SIARKOS | | | 08-21-1955
Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen
PRESIDENT | 34 | Yes | No
Name of Principal | Residential Address | SSN | DOB
MARIANA VASILAKERIS | | | 07-02-1979
Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen
SECRETARY | 33 | Yes | No

CRIMINAL HISTORY
Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes | No

MANAGEMENT AGREEMENT
Are you requesting approval to utilize a management company through a management agreement? Yes | No
Please provide a copy of the management agreement.
APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE
Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☑ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

<table>
<thead>
<tr>
<th>Name</th>
<th>License Type</th>
<th>License Name</th>
<th>Municipality</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHRISTOS SIARKOS</td>
<td>FULL ALCOHOL</td>
<td>N. SERRES CORP</td>
<td>HOPKINTON</td>
</tr>
<tr>
<td>ZACHARIA SIARKOS</td>
<td>FULL ALCOHOL</td>
<td>N. SERRES CORP</td>
<td>HOPKINTON</td>
</tr>
<tr>
<td>MARIANA VASILAKERIS</td>
<td>FULL ALCOHOL</td>
<td>N. SERRES CORP</td>
<td>HOPKINTON</td>
</tr>
</tbody>
</table>

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE
Has any individual or entity identified identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☑ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

<table>
<thead>
<tr>
<th>Name</th>
<th>License Type</th>
<th>License Name</th>
<th>Municipality</th>
</tr>
</thead>
</table>

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION
Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes ☐ No ☑ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

<table>
<thead>
<tr>
<th>Date of Action</th>
<th>Name of License</th>
<th>City</th>
<th>Reason for suspension, revocation or cancellation</th>
</tr>
</thead>
</table>

7. OCCUPANCY OF PREMISES
Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

- Lease

Landlord Name: SV EXPANSION LLC "TO BE FORMED"
Landlord Phone: 
Landlord Email: 
Landlord Address:

Lease Beginning Date: JAN 1, 2020
Rent per Month: $12,000.00
Lease Ending Date: DEC 31, 2025
Rent per Year: $144,000.00
Will the Landlord receive revenue based on percentage of alcohol sales? Yes ☐ No ☑
APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate 0
B. Purchase Price for Business Assets 0
C. Other * (Please specify below) 0
D. Total Cost 0

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs).

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

<table>
<thead>
<tr>
<th>Name of Contributor</th>
<th>Amount of Contribution</th>
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<tbody>
<tr>
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</table>

Total

SOURCE OF FINANCING
Please provide signed financing documentation.

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

FINANCIAL INFORMATION
Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

9. PLEDGE INFORMATION
Please provide signed pledge documentation.

Are you seeking approval for a pledge? □ Yes □ No

Please indicate what you are seeking to pledge (check all that apply) □ License □ Stock □ Inventory

To whom is the pledge being made?
10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name: ZACHARIAS SIARKOS  Date of Birth: 11/01/1983  SSN: ___________

Residential Address: ________________________________________________________________

Email: ___________________________  Phone: ___________________________

Please indicate how many hours per week you intend to be on the licensed premises: 50

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*  ☐ Yes  ☐ No  *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship: US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?  ☐ Yes  ☐ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

<table>
<thead>
<tr>
<th>Date</th>
<th>Municipality</th>
<th>Charge</th>
<th>Disposition</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

<table>
<thead>
<tr>
<th>Start Date</th>
<th>End Date</th>
<th>Position</th>
<th>Employer</th>
<th>Supervisor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>PRESENT</td>
<td>OWNER</td>
<td>N SERRES CORP DBA BILLS PIZZA</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action?  ☐ Yes  ☐ No

If yes, please fill out the table. Attach additional pages, if necessary, utilizing the format below.

<table>
<thead>
<tr>
<th>Date of Action</th>
<th>Name of License</th>
<th>State</th>
<th>City</th>
<th>Reason for suspension, revocation or cancellation</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature: ___________________________  Date: 10/2/19
ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.
APPLICANT'S STATEMENT

I, ZACHARIAS SIARKOS the: ☑ sole proprietor; ☐ partner; ☑ corporate principal; ☐ LLC/LLP manager

Authorized Signatory

of MAZI CORP

Name of the Entity/Corporation

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

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

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

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

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

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

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

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

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

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

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

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

Signatures: [Signature]  Date: 10/02/19

Title: DIRECTOR/TREASURER
CORPORATE VOTE

The Board of Directors or LLC Managers of MAZICORP, and the City/Town of ASHLAND, duly voted to apply to the Licensing Authority of the Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 10/02/19

For the following transactions (Check all that apply):

☑ New License
☐ Transfer of License
☐ Change of Manager
☐ Change of Officers/ Directors/LLC Managers
☐ Change of Location
☐ Alteration of Licensed Premises
☐ Change Corporate Name
☐ Change of Ownership Interest
☐ Change of Class (i.e. Annual / Seasonal)
☐ Change of License Type (i.e. club / restaurant)
☐ Change of Category (i.e. All Alcohol/Wine, Malt)
☐ Issuance/Transfer of Stock/New Stockholder
☐ Other
☐ Change Corporate Structure (i.e. Corp./LLC)
☐ Pledge of Collateral (i.e. License/Stock)
☐ Management/Operating Agreement
☐ Change of Hours
☐ Change of DBA

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

"VOTED: To appoint ZACHARIAH SIARKOS, Name of Liquor License Manager as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest, For Corporations ONLY

Corporate Officer /LLC Manager Signature

(Print Name)

Corporation Clerk's Signature

(Print Name)
ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Percentage of Ownership in Entity being Licensed (Write &quot;NA&quot; if this is the entity being licensed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Principal</td>
<td>Residential Address</td>
</tr>
<tr>
<td>Title and or Position</td>
<td>Percentage of Ownership</td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Name of Principal</td>
<td>Residential Address</td>
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<tr>
<td>Title and or Position</td>
<td>Percentage of Ownership</td>
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<td>Yes</td>
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<td>Percentage of Ownership</td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

Yes | No
CORPORATE VOTE

We, the undersigned members of the Board of Directors of MAZI CORP., a Massachusetts corporation (the "Corporation"), hereby certify that a meeting of the Board of Directors and Stockholders of the Corporation duly called and held on the 16TH day of September, 2019, at which meeting a majority of said Board of Directors and Stockholders were duly present and acting throughout, the following votes were duly adopted:.

VOTED: That ZACHARIAS SIARKOS be appointed as manager of MAZI CORP. operation known as MAZI, including filing an application to be the manager of the Liquor License.

VOTED: That the President, Treasurer and Secretary be, and hereby are, authorized to execute and deliver to the Secretary of State, the Alcoholic Beverage Control Commission and the D.O.R. any and all other documents and to take any and all other action as such officer deems appropriate to effectuate the purposes of these votes; and any and all documents and agreements heretofore executed and acts or things heretofore done to effectuate the purposes of these votes are hereby in all respects ratified, confirmed and approved as the act or acts of the Corporation;

We hereby certify that the following were duly elected to and are now holding the offices set opposite their signature.

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>President / Stockholder/Director</td>
<td>CHRISTOS SIARKOS</td>
<td><img src="signature1.png" alt="Signature" /></td>
</tr>
<tr>
<td>Treasurer/ Stockholder/Director</td>
<td>ZACHARIAS SIARKOS</td>
<td><img src="signature2.png" alt="Signature" /></td>
</tr>
<tr>
<td>Secretary/ Stockholder/Director</td>
<td>MARIANA VASILAKERIS</td>
<td><img src="signature3.png" alt="Signature" /></td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, We have set my hand and affixed the seal of the Corporation this 16 day of September 2019.

MARIANA VASILAKERIS, Secretary
LEASE AGREEMENT

This Lease Agreement is hereby made as of this ___ day of September, 2019, by and between SV EXPANSION LLC (the "LANDLORD") and MAZI Corp with a usual place of business at 320 Pond Street, Ashland, Massachusetts (the "TENANT").

WITNESSETH

Section 1. Premises

LANDLORD hereby leases to TENANT and TENANT leases from LANDLORD, upon the terms and conditions set forth herein the premises commonly known as 320 Pond Street Ashland, Massachusetts consisting of a free standing building.

Section 2. Term.

(a) The term of this lease shall be for five (5) years. The term shall commence on the issuance and approval of the All Alcoholic License from the ABCC0 and shall continue to and including December 31, 2024.

Section 3. Base Rent.

(a) Beginning on the Commencement Date, TENANT shall pay the Base Rent for the Demised Premises to LANDLORD without any deduction or set off at the yearly and monthly rates set forth below:

Commencing on the date the term begins, TENANT shall pay as Base Rent for the initial term of the lease the annual sum of One Hundred Forty Four Thousand ($144,000.00) Dollars, which shall be paid in equal monthly installments of Twelve Thousand ($12,000.00) Dollars.

The monthly rent installments shall be paid in advance on the first day of each calendar month, and shall be prorated for any partial month on the basis of a 30-day month, but minimum rent for the partial month (if any) beginning with the Commencement Date shall be paid in advance on that Date.

(b) If any amount payable to LANDLORD under this Lease (including, without limitation, any monthly rent installment) is not paid within ten (10) days of when due, TENANT, promptly upon receipt of LANDLORD'S bill therefor, shall pay LANDLORD interest on the unpaid amount at an annual rate of ten (10%) percent.

(c) TENANT acknowledges that any default in the timely payment of any sum due to LANDLORD, including, without limitation, the monthly rent installments, will result in additional expense to LANDLORD to verify the default and collect the defaulted payment. TENANT acknowledges further that the actual cost to
LANDLORD in each particular case will vary according to the circumstances of the case and that the determination of the precise cost would, in itself, result in considerable expense. Accordingly, TENANT agrees that if any payment due to LANDLORD is not made prior to or within ten (10) days of the due date, TENANT, promptly upon receipt of LANDLORD'S bill therefor, shall pay LANDLORD a late charge of Seventy Five ($75.00) Dollars with respect to the delayed or defaulted payment, as liquidated damages in lieu of the actual amount of expense and other damages (other than the defaulted payment(s)) incurred and suffered by LANDLORD by reason of the delay or default in payment, and not as a penalty or as additional interest.

(d) If TENANT fails, on two separate occasions in any twelve (12) month period during the term hereof as may be extended, to make payment of the full monthly rent installment on or before the due date for such installment, then, whether or not TENANT ultimately makes and LANDLORD accepts the required payment (with or without interest or the appropriate late charge) after the due date, such failure shall entitle LANDLORD, upon or at any time after such third separate occasion, to pursue the remedies provided in Section 14.

(e) Commencing on the first extension term and each successive year of said term and any extended or renewal term of this Lease the Base Rent shall be adjusted to reflect whichever is greater 3% increase in the previous years rent or the increase in the “Cost of Living” as shown by the Consumer Price Index, (Boston, Massachusetts, all items, all urban consumers), U.S. Bureau of Labor Statistics. The Base Rent Adjustment based on the Cost of Living shall be made by the application of the following formula: to the minimum rent payable annually during the previous twelve (12) months shall be added the sum representing the product obtained by multiplying said minimum rent payable during the preceding twelve months by the percentage of increase, if any, in the “Cost of Living” as shown by the Consumer Price Index (Boston, Massachusetts, all items, all urban consumers), U.S. Bureau of Labor Statistics between the most recently published CPI as of the date of such adjustment and the corresponding CPI for the same period of the preceding twelve months.

(f) Each payment or expenditure which TENANT must make under any provisions of this lease shall be deemed to be additional rent, the LANDLORD'S rights in the event TENANT defaults in making any such payment or expenditure shall be the same as in the case of a default in paying the Base Rent.

Section 4. Additional Rent

DELETED.

Section 5. Uses.
LEASE / Page 3

TENANT shall use and occupy the Demised Premises solely to conduct, operate, maintain and carry on the business of a restaurant.

(a) No business activities of any nature shall be conducted in any portion of the Demised Premises except as permitted by the zoning by-laws or ordinance for the Town of Ashland and such other rules, regulations, ordinances and procedures adopted by the Town of Ashland and in force as of the date of this LEASE.

(b) All use of the Demises Premises shall be conducted in a manner consistent with the comfort and convenience of other occupants of the building and in accordance with the provisions of rules and regulations with respect thereto from time to time promulgated by the LANDLORD;

(c) No nuisance shall be allowed on the Demised Premises nor shall any use or practice be allowed which is a source of annoyance or which interferes with the peaceful possession or proper use of the Building by any other occupant;

(d) No immoral, improper, offensive or unlawful use shall be made of the Demised Premises or any part thereof;

(e) The TENANT shall not permit any use of the Demised Premises which shall make voidable any insurance on the property of which the Demised Premises is a part;

Section 6. Assignment and Subletting

TENANT shall not assign all or any portion of this lease, sublet all or any portion of the Demised Premises or permit any portion of the Demised Premises to be used or occupied by others without Landlords prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed and not withstanding such consent, the Tenant shall remain liable to the LANDLORD for the payment of all rents and for full performance of the covenants and conditions of this lease.

Section 7. Utilities

TENANT shall pay for all of TENANT’S utilities including without limitation, electricity, heat, gas charges and Tenants proportionate water and sewer use charges as set forth herein above. The TENANT shall install its own electric light meter if necessary and shall pay all charges for electricity. The heating and air conditioning unit, if any, shall be maintained by the TENANT, the TENANT shall have the heating and air conditioning unit inspected twice a year by a certified HVAC technician and retain all reports and invoices from such services. The TENANT shall pay for all electricity or gas used to operate said unit, including gas.

Section 8. Subordination.
This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage which may now or any time hereinafter become a lien or liens on the property of which the leased premises are a part and the TENANT shall, when requested, promptly execute and deliver such written instrument as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

Section 9. LANDLORD's Access.

The LANDLORD or agents of the LANDLORD may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LANDLORD should elect to do and may show the leased premises to others; and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

Section 10. Hazardous Substances.

The Tenants (which term for purposes of this Article shall refer to and include the Tenant, Tenants' employees, agents, contractors, invitees and licensees, subtenants, and assignees) covenant and agree that:

(a) The Tenants will not handle, store, transport, process, dispose of or use any hazardous materials or substances (including without limitation) any oil and hazardous substances within the meaning of the Hazardous Waste Laws in any manner which would cause a release or create a threat of release of such hazardous material or substances on, in or about the Leased Premises or which would violate or give rise to any liability under the Hazardous Waste Laws. Without limiting the generality of the foregoing, the Tenants agree that the Tenants will not dispose of any such hazardous materials or substances on, in or about the Leased Premises, and that the Tenants will arrange for immediate containment (as defined in by the Hazardous Waste Laws), transportation and disposal thereof by duly licensed and qualified contractors in the manner provided by the Hazardous Waste Laws or as required by the Landlords. The Tenants further agree that the Tenants will take all such measures as may be necessary or appropriate or as shall be required by Landlords to prevent any such release or threat of release during the term of this Lease and any extensions or renewals thereof.

(b) if any such release or threat of release, resulting from the Tenants' use or occupancy of, or activities on or about the Leased Premises shall be discovered at any time, or shall occur during the term of this Lease or of any extensions thereof, the Tenants shall immediately:

(i) notify Landlords, in writing, of said release or threat of release,
(ii) notify Landlords, in writing, in the event that any public authority notifies
the Landlords of any said release or threat of release, and

(iii) at the Tenants' sole cost and expense, cause any such materials or substances or threat of release to be contained, removed and transported by a duly qualified and licensed contractor as required by applicable law or by Landlords, including, without limitation, taking such steps as may be prescribed by any governmental authority responsible for the enforcement of any of the above-described environmental laws.

(c) The Tenants shall indemnify Landlords against and hold the Landlords harmless from any and all liabilities, costs, claims, damages and expenses (including without limitation, attorney's fees, litigation costs, fines and penalties) arising in any manner whatsoever from any such release or threat of release discovered at any time or occurring during the term of this Lease or of any extensions thereof. At Landlords' option, the Tenants shall defend, at the Tenants' sole cost and expense, against all actions commenced or prosecuted by any person or entity or any such governmental authority to recover the cost of clean-up of any such release, or to compel removal of any such release or threat of release.

(d) The Tenants will take all action necessary to avoid the imposition of any lien on the Leased Premises or the Landlords' interest therein resulting from any violation of any such environmental laws and shall take all action necessary to promptly and fully discharge any such lien.

(e) At the termination or expiration of this Lease, the Tenants shall promptly cause to be removed, transported and disposed, all hazardous materials or substances located on, in or about the Leased Premises by a duly qualified and licensed contractor in the manner required by the applicable laws or by Landlords.

(f) At any time during the term or any extensions of this Lease or thereafter and upon the Landlords' request, the Tenants shall provide the Landlords or such other person as Landlords shall direct with a certificate in form provided by Landlords certifying inter alia that the Tenants have not at any time caused any such release or threat of release, that Tenants have properly arranged for removal, transportation and disposal of all hazardous waste and material, that Tenants have not been notified and are not aware of any liability under any environmental laws and have not incurred any liability thereunder and, in general, have complied with all requirements thereof.

(g) The Tenants shall procure, at the Tenants' sole cost and expenses, including, as above stated, all permits and approvals with respect to the Tenants' use and occupancy of the Leased Premises and activities thereon as well as the use, containment, removal and disposal of any such hazardous waste or materials that may be required from time to time by any governmental authorities responsible for the enforcement of any of the above-described environmental laws and the Tenants shall, at all times, conform to any rules, regulations or conditions imposed by such governmental authorities or included in any such permits or approvals.
(h) The provisions of this clause shall survive the termination or expiration of this Lease and any extensions hereof.

Section 11. Indemnification and Liability.

The Tenant shall save the LANDLORD harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect or by any nuisance made or suffered on the leased premises; provided, however, that any such neglect or nuisance shall be the result of act of commission, omission nonfeasance, or malfeasance by Tenant, its agents, employees, licensees, or invitees.

Section 12. Tenant's Liability Insurance.

a) TENANT, at its expense, shall purchase and maintain throughout the term of this lease, or any extension(s) thereof a policy or policies of public liability insurance in the amounts of not less than One Million ($1,000,000.00) Dollars with respect to injuries to any one person and not less than One Million ($1,000,000.00) Dollars with respect to injuries suffered in any one accident, such policies of insurance to be obtained from companies authorized to do business in the State of Massachusetts. TENANT shall name the LANDLORD as an additional insured under such policy or policies. TENANT shall deliver to LANDLORD upon request a Certificate of such insurance. The insurance certificate maintained shall provide that said policies shall not be cancelled without at least ten (10) days prior written notice to LANDLORD.

b) Fire and extended coverage against all claims for loss or damage to Tenant’s personal property and fixtures located within the leased premises in amounts equal to the actual replacement cost.

c) Professional Liability and Business interruption (not less than six (6) months) coverage in amounts adequate to protect the parties hereto and to assure continuation of Tenant’s business.

Section 13. Fire, Casualty - Eminent Domain.

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the TENANT may elect to terminate this Lease if:

(a) The LANDLORD fails to give written notice within thirty (30) days of intention to restore leased premises, or

(b) The LANDLORD fails to restore the leased premises to a condition substantially suitable for their intended use within one hundred twenty (120) days of said fire,
casualty or taking.

The LANDLORD reserves, and the TENANT grants to the LANDLORD, all rights which the TENANT may have for damages or injury to the leased premises for any taking by eminent domain, except for goodwill, moving expenses and damage to the TENANT'S fixtures, property or equipment.

For purposes of this Lease, the phrase "substantial portion" shall be defined as 30% or more of the leased premises.

Section 14. Default and Bankruptcy.

In the event that:

(a) The TENANT shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) The TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) The TENANT shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of TENANT'S property for the benefit of creditors, then the LANDLORD shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this Lease ended, and remove the TENANT'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The TENANT shall indemnify the LANDLORD against all loss of rent and other payments which the LANDLORD may incur by reason of such termination during the residue of the term. If the TENANT shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on TENANT'S part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LANDLORD, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the TENANT. If the LANDLORD makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate equal to the then existing prime rate plus three (3%) percent per annum and costs, shall be paid to the LANDLORD by the TENANT as additional rent.
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If this Lease shall be guaranteed on behalf of Tenant, all of the foregoing provisions of this section with respect to bankruptcy of Tenant, etc., shall be deemed to read "Tenant or the guarantor hereof".

In the event of any breach or threatened breach by Tenant of any of the agreements, terms, covenants or conditions contained in this Lease, LANDLORD shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right or remedy allowed at law or in equity or by statute or otherwise as though reentry, summary proceedings, and other remedies were not provided for in this Lease.

Each right and remedy of LANDLORD provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease not now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by LANDLORD of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by LANDLORD of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Section 15. Alterations - Additions.

The TENANT shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LANDLORD consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at TENANT’S expense and shall be in quality at least equal to the present construction. TENANT shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to TENANT or claimed to have been furnished to TENANT in connection with work of any character performed or claimed to have been performed at the direction of TENANT and shall cause any such lien to be released of record forthwith without cost to LANDLORD. Any alterations or improvements made by the TENANT shall become the property of the LANDLORD at the termination of occupancy as provided herein. All workman/contractors performing work on the premises shall provide Tenant with a certificate of insurance naming both Landlord and Tenant as insured parties.

Section 16. Notice.

Any notice from the LANDLORD to the TENANT relating to the leased premises or to the occupancy thereof, shall be in writing and shall be deemed duly served, if left at the leased premises addressed to the TENANT, or, if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the TENANT. Any notice from the TENANT to the LANDLORD relating to the leased premises or to the occupancy thereof, shall be in writing and shall be deemed duly served, if mailed to the TENANT by registered or certified mail, return receipt requested, postage prepaid, addressed to the LANDLORD at such address as the LANDLORD may from time to time advise in writing. All rents and notices shall be paid and sent to the LANDLORD at 93 Grove St Paxton, Massachusetts 01612.
Section 17. Surrender.

The TENANT shall at the expiration or other termination of this Lease remove all TENANT'S goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the TENANT, either inside or outside the leased premises). TENANT shall deliver to the LANDLORD the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations or additions made to or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the TENANT'S failure to remove any of TENANT'S property from the premises, LANDLORD is hereby authorized, without liability to TENANT for loss or damage thereto, and at the sole risk of TENANT, to remove and store any of the property at TENANT'S expense, or to retain same under LANDLORD'S control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

Section 18. Maintenance.

TENANT leases the Demised Premises "As - Is". LANDLORD shall maintain and repair the General Premises in good condition, meaning and intending the roof, foundations and exterior walls of the Demised Premises and underground utility and sewer pipes outside the exterior walls of the General Premises, unless said repairs were rendered necessary by the intentional act or negligence of TENANT, its agents, employees or invitees and shall maintain proper lighting therefor, but shall have no such responsibility with respect to the Demised Premises. TENANT shall maintain and repair the Demised Premises in good repair throughout the term of the lease, including without limitation, plumbing, electrical, heating, ventilating or air conditioning equipment, plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The Tenant shall not permit the leased premises to be over loaded, damaged, stripped or defaced, nor suffer any waste. The tenant agrees to keep all storage areas, and common areas, including but not limited to hallway and receiving areas, in good order, uncluttered, and in compliance with any and all state and local regulations regarding the storage of hazardous materials and the maintenance of such areas so as not to impose any fire hazard or other liability to persons or property. Tenant further acknowledges LANDLORD’S right to inspect storage areas to determine Tenant’s compliance with such regulations. The Tenant agrees to report to Landlord any injury suffered by any person or persons and any hazardous condition that exists, on, in, or about the leased premises immediately after the occurrence or discovery of such injury or condition.

Section 19. Signage.

TENANT shall not erect or affix any signs on the exterior of the Demised Premises without first obtaining written permission from the LANDLORD as to the form of sign and its location. TENANT upon obtaining LANDLORD'S approval shall then obtain the necessary sign permit from the City of Beverly prior to installing said sign.
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Section 20. Parking.

The TENANT shall have the right to use the common parking lot adjacent to the Demised Premises to park automobiles for Tenant and Tenant’s customers in a reasonable manner and subject to any rules and regulations which the LANDLORD may from time to time promulgate.

Section 21. Entire Agreement.

This instrument contains the entire and exclusive agreement between the parties and supersedes and terminates all prior or contemporaneous arrangements, understandings and agreements, whether oral or written. This Lease may not be amended or modified, except by a writing executed by LANDLORD and TENANT.

Section 22. No Recordation

TENANT’S recordation of this lease with the Essex South District Registry of Deeds or any memorandum of it shall be void and constitute a default under this lease. LANDLORD and TENANT, however, agree to execute a Notice of Lease outlining the terms and provisions of this Lease suitable for recording in said Deeds.

Section 23. Governing Law and Severability.

This Lease shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In the event any provision of this Lease shall be determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise this Lease shall be construed as if such provision had never been made part hereof and the remaining provisions shall not thereby be affected.

Section 24. Binding Effect.

This Lease shall be binding upon and inure to the benefit of all administrators, executors, personal representatives, heirs, successors and permitted assigns, including all permitted subtenants, of the parties hereto.


In the event that any governmental agency requires any additional work or construction for the purpose of issuing a Certificate of Occupancy, then the TENANT shall perform that work without any cost to the LANDLORD.

Section 26. Non-Surrender

Neither the vacating of the premises by TENANT, nor the delivery of keys to the LANDLORD shall be deemed a surrender or an acceptance of surrender of the Demised Premises,
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unless so stipulated in writing by the LANDLORD.

Section 27. Rules and Regulations.

    TENANT agrees that TENANT and TENANT’S employees will obey all reasonable rules
and regulations heretofore or hereafter established by the LANDLORD for the management of the
shopping center and the building of which the Demised Premises are a part.

Section 28. Non-Waiver of Breach

    No waiver by LANDLORD and no assent, expressed or implied, to any breach on the part
of the TENANT, or of anyone claiming through or under TENANT, of any covenant, agreement,
condition or duty shall ever be held or construed as a waiver of or consent to any other covenant,
agreement, condition or duty.

    The receipt by LANDLORD of rent with knowledge of the breach of any covenant of this
Lease shall not be deemed a waiver of such breach and no provision of this Lease shall be deemed
to have been waived by LANDLORD unless such waiver be in writing signed by the
LANDLORD.

Section 29. Locks.

    TENANT agrees that it will not change, alter or replace the locks provided to the Demised
Premises and common access doors, nor will it add locks to same, without the written permission
of LANDLORD, and TENANT agrees that all repairs necessary to said locks will be at its sole
expense.

Section 30. Other Provisions.

    Anything herein contained to the contrary notwithstanding, the parties hereto agree as
follows:
    (a) If The Tenant may be required to erect a sign, and in such event, the sign shall comply
with and satisfy Landlord's reasonable specifications as to size, style and aesthetics.

    (b) The Tenant shall be responsible for and shall properly contain and promptly remove
at its expense, all rubbish from the leased premises. In no event shall Tenant permit rubbish to
accumulate any longer than five (5) business days.

Section 31. Miscellaneous.

(a) Consent

    No consent or waiver, express or implied, by Landlords or Tenants to or of any covenant,
condition or duty of the other shall be construed as a consent or waiver to or of any other breach
of the same or of any other covenant, condition, or duty. If any action by Tenants or Landlords
shall require the consent or approval of the other, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent consent, and in all cases except assignment or subletting hereof by Tenant, the consent of the Landlord shall not be unreasonably withheld.

(b) **Payment**

No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein reserved shall be deemed to be other than on account of the stipulated rent.

(c) **Remedies**

Any and all rights and remedies which Landlord and Tenant may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative, and shall not be deemed inconsistent with each other; and no one of them, whether or not exercised by Landlord or Tenant, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised by Landlord or Tenant at the same time.

(d) **Landlord's Right to Cure Default**

If Tenant shall default in the performance or observance of any non monetary covenant, agreement, or condition in the Lease contained on their part to be performed or observed and shall not cure such default within thirty (30) days (unless a shorter time is hereinafter provided), after notice in writing from the Landlord specifying the default (or shall not, within said period commence and diligently proceed to cure said default), the Landlord, at his election, and without having any claim for breach of agreement, and without prejudice to any other right or remedy they may have hereunder, shall have the right at any time thereafter to cure such default for the account of the Tenant, and the Tenant shall reimburse the Landlord forthwith Landlord's reasonable costs therefor.

(e) **Landlord's Obligations**

The obligator's of the Landlord hereunder shall be binding upon the Landlord and each succeeding owner of the Landlord's interest hereunder, only during the period of such ownership.

(e) **Tenant's Certificate**

Within ten (10) days after request therefor by Landlord, Tenant shall deliver to Landlord or to any prospective mortgagee or purchaser, a certificate, in recordable form, stating (if such be the case) that this Lease is in full force and effect and that there are not defenses or offsets thereto, or stating those claimed by Tenant or, in the alternative, setting forth in what respect Landlords may be in default of their obligations hereunder. The delivery of such statement shall constitute an irrevocable waiver of all claims specified therein.
(f) Notices

Any notice hereunder shall be in writing and shall be deemed duly served if mailed by certified or registered mail, postage prepaid, addressed, if to Tenant, at the demised premises; or if to Landlord, at the place or places from time to time established for payment of rent.

(g) Definitions, Construction, and Binding Effect

The word "Tenant" and the pronouns referring thereto shall mean, where the context so admits or requires, the persons named herein as Tenant. Any pronouns shall be read in singular or plural number and in such gender as the context may require. Except as herein otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant.

(h) Illegality

If any provision of this Lease shall be determined to be void or unenforceable by a court of competent jurisdiction, the remaining provisions shall not thereby be affected.

Section 32. Security Deposit
DELETED.

Section 33: Miscellaneous “BUILDOUT” and conditioned on permits and licenses being issued

Landlord shall be responsible for the build out.
Lease agreement is subject to the Tenant obtaining all licenses and permits for the operation of a Restaurant from the Town of Ashland and a Full Alcoholic Beverage license from the ABCC.

IN WITNESS WHEREOF, the LANDLORD and TENANT have hereunto set their hands and common seals this ___ day of September, 2019.

MAZI CORP

“TENANT”–

SV EXPANSION LLC

“LANDLORD”–
TO: Michael Herbert
FROM: Chief V.C. Alfano
DATE: 1 October, 2019
SUBJECT: Hanto Restaurant Noise Complaint Summary and Recommendations

Mike,

On 9/16/19, I was contacted by Select Board Chairperson Steve Mitchell and asked to meet regarding pending noise complaints from neighbors of the Hanto Restaurant. This establishment has had a previous history of similar complaints. Coincidentally, LT. Beaudoin and I met with resident Robert Drake, 366 Union St., the same day on a noise complaint he and several other residents called in on Saturday, 9/07. He outlined his concerns to us. After that meeting, LT. Beaudoin and myself did a site visit to the perimeter of the Hanto property to review sound exposure, building placement, and landscaping/foliage. I also had a report run of our log statistics and records to review the past year history of noise complaints from Hanto. Besides the 9/07 complaints, Log entries listed only one (1) noise complaint from 9/18/18-9/18/19, one year. This complaint was on 2/22/19 at 3.23am, from the resident at 8 Metropolitan Ave.. When Officers investigated, they found the noise was caused by the contract cleaning service for Hanto, who were cleaning the kitchen area, and entering and exiting through the kitchen rear door with equipment to and from their van. Officers advised them to be quieter in their work, which they were just completing.

On Tuesday, 9/17, I met with Mr. Mitchell at 10.301m at Town Hall to hear his concerns, which mirrored the concerns of Mr. Drake. Mr. Mitchell asked that I attend the Select Board meeting on 9/18, where residents would voice their latest noise concerns on Hanto. At this meeting, I again spoke with Mr. Drake, and 2 other neighborhood residents. They also had letters addressed to the Board from 2 additional residents with the same concerns, who could not attend. Mr. Drake addressed the Board and stated that on the evening of 9/07, the live band music was so loud that he could discern what song was being played. He stated he walked over to the restaurant and spoke to management about the noise, and asked them to turn down the volume, which they did. Just prior to that, at 9.07, two other neighbors called also complaining about the noise. Officers were dispatched, but just prior to their arrival, the music had been turned down based on Mr. Drakes visit to management. Officers reported that the noise was "contained within the building" upon their investigation. At 11.42pm, Mr. Drake called the Station reporting loud music from Hanto. Officers responded and spoke to management. It should be noted that music was heard 12 minutes after Hanto’s entertainment license restriction of 11.30pm shutdown. Sgt. Ellis stated that music was stopped. He stated that a contributing factor to the music noise escaping the building in addition to volume, was the repeated opening and closing by patrons of the exterior door adjacent to the stage. People were constantly using this door to enter/exit to parking lot to smoke. At the Board meeting, neighbors also mentioned that at times, Hanto patrons would rev the engines of their motorcycles when starting and exiting lot at closing time, disturbing them. The Board asked my thoughts on these complaints. I offered to meet with Hanto management and address the neighbor’s concerns, and offer suggestions to Hanto management to resolve them. I feel Hanto MUST immediately address and resolve this ongoing neighborhood quality of life issue. The
Board agreed, and asked me to report back to them with my findings on their 10/2 meeting. The Board also discussed reviewing Hanto’s Entertainment License hours of operation, which I agreed with.

On Monday, 9/30/19, myself, LT Briggs, and LT Beaudoin met with Hanto Owners Ray Jiang (primary) and Bob Andrews at the restaurant. I advised them of the neighbor’s concerns and complaints. I also advised them that this ongoing issue must be resolved, and that it is their responsibility to do so. I told them the Town and the Police Department are always willing to work with, and assist local businesses to overcome and resolve issues encountered, but the onus is on them to resolve this. We toured and reviewed the physical site, and I offered the following suggestions:

-First and foremost, all amplification equipment has adjustable volume control. It is management’s responsibility to ensure that volume levels are controlled so as not to allow music noise to escape the confines of the building.

-When booking live bands, consider the playing styles, and type of music played, as some genres are inherently played at high volume, unsuitable for this restaurant’s residential proximity/location.

-Address readily apparent cost effective acoustical softening techniques within the restaurant, particularly the bar/stage area. The stage floor is of a hard noise reflective material. I suggested it should be carpeted for noise reduction. It should be noted that they did install sound deadening panels on the exterior wall behind the stage. Lounge area walls are bare brick. I suggested installing sound deadening artwork on upper sides. Lower wall areas from baseboard to chair rail have smooth plywood wainscoting. Carpeting could be affixed to this lower wall area for effective sound deadening. Additional acoustical tiles could be located within other hard surfaces of the room to offer additional internal sound deadening. I advised them that all installed materials must conform to MA Fire Code commercial regulations, and that they should contact Ashland Fire for any questions.

-Primary area of internal music sound escape from building is the use of the Lounge area entrance/exit by adjacent to the stage by patrons. Restriction of this door as a Fire Exit only would have a major impact on noise reduction. In fact, we tested this theory at the meeting by placing house music system at maximum volume, and opening and closing the door, while monitoring sound levels from outside the building. Noise was harsh and objectionable in parking lot area with door open, and fully contained within the building with door shut. LT Briggs pointed out to management that channeling all incoming patrons through the main restaurant entrance would also facilitate staff patron ID checks. Also, the rear kitchen employee entrance/exit door has been identified on multiple occasions as an external noise transmission source. It is recommended this door not be opened when bands are playing. We also advised management to check with Fire Department on Emergency Exit Fire Code hardware and signage specifications.

-The business has no internal, proprietary sound amplification system for bands on stage. Bands bring their own sound equipment. We suggested the business explore installing their own built in sound amplification system. This would allow management better control by in-house volume management, monitoring, and oversight. Mr. Jiang seemed enthused about this suggestion, stating it would be less costly to the restaurant for band booking, as bands that use house sound systems charge less.

-Regarding external noise generated by patrons leaving at late hours, particularly motorcycle traffic, I advised management that it was the responsibility of restaurant staff to regularly speak to and develop
a relationship with their repeat patrons regarding lot exit noise and courtesy. Mr Andrews stated he has successfully done this with a number of offending patrons, and will continue, having obtained positive results. I stated to him that if this lot exit noise were to be a continuing problem, the Select Board and myself would examine mandatory Police Details at certain hours as a license requirement. I explained to him this is an expensive option, and that it is in the businesses best interest to control lot noise themselves.

-I explained to Mr. Andrews and Mr. Jiang that they most likely would be contacted by the Select Board regarding discussion of their entertainment permit hours pertaining to these noise complaints.

The Police Departments stands ready to work with both the Select Board, the neighbors, and the business to provide a mutual resolution to this issue. I will be in attendance at the 10/02 Select Board Meeting should you have any questions. Ultimately though, it cannot be stressed enough that the Hanto Restaurant, through it’s owners and management staff, is directly responsible for permit/Bylaw compliance and amicable relationship with the community. End of Report.
The Stormwater Committee is heavily involved in reviewing the annual stormwater report that the town must send to the EPA by September 30. Following that, we will review what we accomplished vs what we should have accomplished and what we will need to accomplish in the next fiscal year. That will include the review of the budget and the implications for the following years’ fees.

That being said, the best time for SWAC to make a more complete report on the status of stormwater would be in the January/February timeframe. We would be happy to give a quick status report at your 10/2 meeting if you still feel that would be a good investment of time. Please advise.

Thank you,
Rob

Rob St. Germain, Chair
Stormwater Advisory Committee
Ashland, MA 01721
iPhone 774-279-0563
Stormwater Advisory Committee
Stormwater Management Utility
Interim Report

Ashland Select Board
October 2, 2019

Take The Pledge
Help Reduce Pollution In Ashland

Stormwater Advisory Committee

SWAC Mission (as of January 2019)

➢ To be the representative of the Town’s People and the Board for all stormwater matters other than those that fall under the jurisdiction of the Conservation Commission
➢ To focus on adherence to the ‘Spirit of the Law’
➢ To be knowledgeable about Stormwater Regulations, options and methods of compliance
➢ To provide oversight of the Town’s compliance with Stormwater regulations
➢ To provide to the Board and the Town’s People an annual report on the state of stormwater compliance and make recommendations for further action
➢ To partner with the DPW, Conservation Commission and others to:
  ➢ Provide increased public awareness of stormwater issues and methods
  ➢ Provide education of the public in general and youth in our schools
  ➢ Provide recommendations for improving stormwater management
  ➢ Advise on funding issues, bylaw changes, the provision of incentives and other Stormwater related issues that may arise.


**Key Milestones**

- May 2015 – Selby recommends creation of SWAC
- July 2017 – First Quorum
- January 2018 – Funding Recommendation
- July 2018 – MS4 2016 permit period begins
- October 2018 – Ashland MS4 Notice of Intent submitted
- November 2018 – Town authorizes Stormwater Enterprise Fund
- November 2018 – Stormwater training for staff begins
- March 2019 – Fee structure adopted
- May 2019 – IDDE bylaw passed
- June 2019 – Stormwater Management Plan completed
- July 2019 – Major correction of GIS completed
- August 2019 – First Stormwater billing
- September 2019 – First MS4 Annual Report completed

**Joint Accomplishments**

- Stormwater Division & SWAC
  - Evolving Stormwater Education Program
  - Review/acceptance of the Stormwater Management Plan
  - IDDE bylaw passed at Town Meeting
  - Year 1 MS4 Report to the EPA
  - Farmers Market attendance
  - Articles in local newspapers
  - Ashland’s membership in Charles River Compact
  - Collaboration with Waushakum Pond Association.
**Stormwater Division**  
**Additional Accomplishments**

- Developed IDDE Plan
- Identified each outfall on GIS
- Identified the location of all infiltration basins
- Made significant progress on GIS clean up
- Developed written procedures or Standard Operating Procedures (SOPs) for Municipal Operations in relation to stormwater
- Development of the Stormwater Management Plan for the town
- Cleaned approximately half of the catch basins and are now tracking results
- Developed Winter Maintenance Operation Plan for municipal winter operations
- Expanded street sweeping to include drainage areas of impaired waterways
- Conducted Annual MS4 compliance training with DPW personnel
- Updated several brochures for attractiveness for public outreach permit requirements
- Handed out 1699 dog waste brochures with dog licenses
- Purchased water-quality equipment for outfall testing and screening
- Chose a lab for sample testing
- Created the SW tech and SW light equipment operator positions
- Implemented the new Stormwater Billing structure
- Created a public access impervious area map of commercial and exempt properties

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**Joint Ongoing Activities & Goals**

- SWAC and Stormwater Division
  - Budget and fee review
  - Stormwater incentives
  - IDDE regulations
  - Work on site planning bylaw and regulations
  - Expand bylaws to enable compliance with Phosphorous TMDLs for the Charles River Watershed.
  - Investigate and propose post-construction SW enforcement
  - Continue public outreach program
  - Create demonstration rain garden
  - Promote and educate people about Green Infrastructure, particularly on Ashland's current major projects
  - Work with school staff on enhanced SW education
  - Collaborate with Sustainability Committee on SW content
  - Collaborate with Planning, ConCom, Green Up Ashland
- Expand the catch basin cleaning schedule. Results of the first catch basin cleaning showed an immediate need to accelerate the program.
- Install catch basin public information "plates" on catch basins that discharge to impaired waterways.
- Expand the outfall testing and screening program (year 3 requirement)
- Develop an inventory of town owned structural BMPs
- Create a Stormwater Pollution Prevention Plan (SWPPP) and Operations & Maintenance Plan (O+M) for each required structural BMPs.
- Establish a written program detailing activities and procedures for stormwater infrastructure maintenance and upkeep.
- Develop a written catch basin cleaning schedule based on year 1 and 2 results.
- Fully implement the IDDE program
- Continue established compliance practice like street cleaning
- Continue required training.
- MVP grant activities

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**Revenue Forecast**

- Revenue forecast based on 2018 budget projection
- Budget is currently under review.
- Too early to tell about revenue shortfall

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Take The Pledge

To Reduce Pollution In Ashland
Ashland Town Forest Committee
Committee Report
To The
Ashland Select Board
October 2, 2019

Executive Overview
The Ashland Town Forest Committee continues to pursue an aggressive agenda to maintain and improve the Town Forest as a community asset and nature preserve. This report provides a quick overview of the historical value of the forest and day-to-day value to the citizens of Ashland. We provide a list of recent accomplishments, current activities, and future goals. In addition, we desire to make you and the town aware of our critical concerns and needs.

Forest as History
- Evidence of Native American habitation; artifacts such as the stone turtle.
- Henry Warren donated the ATF to the Town for a preserve and community woodlot in 1942.
- ATF land has been used for grazing, horseback riding, blueberry production, hunting, and quarrying. Quarries are most evident off the Green Trails on the Oak Street side of the forest and may have provided foundation stone for town buildings.
- Stone bungalow off Red Trail; Connection to Henry Warren and the founding and early growth of Fenwal (now Kidde-Fenwal). Possible connection to James Michael Curley, famed mayor of Boston.
- Salem Witches connection: The families of the Towne children fled the Salem witch hunt and established the Salem End Settlement off of a Native American trail (now called Salem End Rd.) in 1693. Their first refuge was in the caves off the Yellow Trail.

Forest as Town Resource
- Strategically neither a ‘park’ (e.g. Ashland State Park) nor a pure nature preserve, but a balanced position between the two.
- Public health benefits as recreational facility; emotional and spiritual renewal: recreational hiking, dog walking, mountain biking, cross-country skiing, snow shoeing, photography and painting.
- Outdoor classroom for the appreciation of nature.
- Oxygen production and carbon sequestration by both the forest and swamplands. Enough carbon sequestration to offset the carbon footprint of possibly 1000 homes.
- Temperature Moderation: Helps cool the town in summer; dampens the chill effect of winter winds. Temperature in the forest can be 9 degrees cooler than adjacent meadows in summer.
- Recharge of aquifers.
- Wildlife sanctuary with several streams and vernal pools. Home to deer, coyote, red and gray fox, fishers, racoons, possum, rabbits, numerous other small mammals, snakes and aquatic animals; and many bird species including blue birds, towhee, wood thrush, pileated woodpecker, warblers, owls, hawks, and turkeys.
- Home to many species of trees, wild-flowers and other plants.

Recent Accomplishments
- Land acquisition – 608 acres with the acquisition of Oak Street (Clark) parcel, Nicolo parcel, Lincoln St parcel. [plus 30 acres Ashland portion of Cowassock Woods]
- 2016: DCR Grant for Forest Stewardship Plan, Bird, Deer and Vegetation Assessments by licensed foresters. The purpose is to carry on the legacy of Henry Warren: guidance to properly manage the forest, and to help the public understand its long-term value including health and quality of life benefits, and the productivity and diversity of the ecosystem.
• 2017: 15 CPC funded Map Posts at significant intersection points in the forest.
• 2017: 3 CPC funded Informational Kiosks (Winter St. Red and White Trail, Oregon Road).
• 2018: CPC funded Oregon Road parking area.
• 2018: 3 major bridges built by Boy Scouts to improve access for the police rescue UTV and protection of the streams.
• 2018: Adoption of Parkhurst Trail – bog bridge and trail built by another boy scout.
• 2018: Stewardship Forum.
• 2018: Girl Scout cleanup on both the Ashland and Framingham sides during Green-Up Ashland Day.
• 2019 Woman’s Hike, Monday Meanderers, NEMBA beginners ride.
• 2019 Installation of refurbished signs at Winter St and Oregon Rd parking areas.
• 2019 Oak St access: Installation of ATF sign, ATF parking signs and temporary bridges.
• 2019 Approval of Oak St. south trail from new entrance to old Green trail.
• 2019 Near completion of Phase 1 of Stone Bungalow cleanup and stabilization with Boy Scout Sam Clancy.

Current Activity
• Ongoing: Keeping trails open and usable, with activities like tree clearing after major storms, building bog bridges to traverse wet areas, cleaning culverts of leaves and debris.
• Oak Street Implementation: Adding kiosk, north access bridge and interior south trail bridge, and marking the south trail by year end. Enhance north access area located between sections of the Oak Street Apartments with a walkway, rain garden and the addition of plants, trees and bushes.
• Grant from CPC for Phase 2 stone bungalow stabilization to preserve this historic building and its history. Article on the November Town Meeting warrant.
• Installation of ATF shed (funded by the CPC) is progressing with the help of the DPW and other town staff. To be completed in 2019.
• Capital request for urgently needed maintenance UATV.
• Additional programs with SVT.
• Forest trails planning sessions to reconsider our current trail system with a critical eye to make our trails safer, more usable and interesting.
• North side white trail enhancement and wetland protection with the addition of 160 feet of boardwalk to replace three old bridges and cover mud-prone areas.

Future Goals
• Land acquisition (UCC, Lincoln Rd, Oak St, Wilson Rd) and other land preservation activities
• Forest restoration in collaboration with the Sustainability Committee, Ashland Police Department and others.
• Electrical service to shed.
• Boundary marking of all ATF boundaries.
• Universal access and ADA trail.
• More programs to educate interested town’s people and to foster an awareness and appreciation of nature and the role of forest habitats.
• Self-guided interpretive trail with signs to promote both the natural features, plants and cultural history, beautiful and scenic places.
• Water bars to reduce trail erosion.
• Enhanced trail marking and location marking.
• Deer exclosures to measure effect of over-browsing.
Concerns and Stewardship Challenges
- Significant loss of trees due to:
  - Droughts in 2015, 2016 and 2017, coupled with severe gypsy moth infestations (helped by the dry conditions) and significant winter moth infestations.
  - 3 years of heavy wet snows resulted in loss of young trees 2” to 6”, and the breakage/toppling of large older trees.
  - Insect and fungal deaths of large oaks and other hardwoods.
- Ongoing threat from insects and diseases: e.g. Asian longhorn beetle.
- Lack of replacement trees to replace mature/aging trees.
- Possible deer management to protect from over-browsing.
- Presence and spread of invasive plants: buckthorn, bittersweet, barberry, knotweed; and their impact.

Funding Needs and Funding
- ATFC does not have a budget.
- Past funding from CPC, boy scout fund raising.
- Capital funding for UATV needed to maintain and enhance the forest.
- Future forest maintenance funding as part of DPW budget.
- Capital improvements funding from CPC grants, other grants, and town capital funding.

Recognition and Thanks
- Henry Warren for his vision and gift of the forest.
- Select Board and Town’s People for the wisdom shown in the acquisition of land for the forest.
- Special recognition to the DPW for their cooperation and assistance.
- Friends of the Forest, Boy Scouts, Girl Scouts, Parents and Friends.
- Town Management and staff for their support and encouragement.
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Ashland Select Board

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- Recharge of aquifers
Forest as Town Resource

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Recent Accomplishments

- Land acquisition - 608 acres with the acquisition of Oak St. (Clark) parcel, Nicolo parcel, Lincoln St. parcel (plus with Cowassock Woods {27 Acres})
- 2016: DCR Grant for Forest Stewardship Plan, Bird, Deer and Vegetation Assessments by licensed foresters. The purpose is to carry on the legacy of Henry Warren: guidance to properly manage the forest, and to help the public understand its long-term value including health and quality of life benefits, and the productivity and diversity of the ecosystem.
- 2017: 15 CPC funded Map Posts at significant intersection points in the forest
- 2017: 3 CPC funded Informational Kiosks (Winter St. Red and White Trail, Oregon Rd.)
- 2018: CPC funded Oregon Rd. parking area
- 2018: 3 major bridges built by Boy Scouts to improve access for the police rescue UTV and protection of the streams
- 2018: Adoption of Parkhurst Trail - bog bridge and trail built by another Boy Scout.
- 2018: Stewardship Forum
- 2018: Girl Scout cleanup on both the Ashland and Framingham sides during Green-Up Ashland Day
- 2016, 2017, 2018: Witches Refuge Cave Walk in collaboration with SVT (2019 scheduled Nov. 2)
- 2019 Women’s Hike, Monday Meanders and Blackstone Valley NEMBA Beginners’ Ride
- 2019 Installation of refurbished signs at Winter St. and Oregon Rd. parking areas
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Recent Accomplishments

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- Friends of the Forest, Boy Scouts, Girl Scouts, parents and friends
- Town Management and staff for their support and encouragement
- Henry Warren for his vision and gift of the forest
NYANZA STUDY COMMITTEE 2019 RECAP

Members:

Ronald Etskovtiz: Board of Health, Expires: 08-31-20
Joseph Magnani: Select Board member: 08-31-20
K.G. Narayana: Conservation Commission: 08-31-20
Corinne McKenzie: (Clerk) Member at Large: 08-31-20 (Select Board Appointment)
Meredith Schiller: Member at Large: 08-31-20 (Select Board Appointment)
Two vacancies (Members at Large)

Prior to the Summer of 2019, this Committee lost two key members resigning for personal reasons; The committee’s Chair: David Perry and the Committee’s Vice Chair Jeff Lingham.

The Committee’s charge is to keep contact with the EPA concerning the ongoing 5-year study as well as provide any recent site-related activities;

1. testing of the monitoring well sites around the Nyanza Superfund site by the EPA
2. Report on the EPA’s five-year study and report these findings to the Town, keeping in contact with the EPA representatives who are involved with this site.
3. EPA contacts: Lisa Thout: Remedial Project Manager 617 918 1129
Kelsey Dumville: Community Involvement Coordinator 617 918 1003
4. Monitor any new activity on or around the Land Fill Cap
   a.) New solar farm currently beginning construction on and land clearing around the cap site for this solar farm under the direction and ownership of Citizens Energy Group.

The last meeting held by the committee before the departure of Dave and Jeff was held on May 9, 2019, with representatives from the EPA, who provided the committee a partial report on the nearly completed 5-year study, this information was reported to then Board of Selectmen at one of their meetings before the Summer schedule.

In 2018 the Committee finalized their draft of Ashland’s Ground Water Use Restriction Zone Bylaw, this five-page drafted document targeted the use of ground water in the affected areas surrounding the Superfund Site, (see map). This bylaw was to eliminate any new or existing wells in the affected area for watering purposes. This draft was presented to Town Council for review, to which TC had many reservations regarding the legality of the bylaw as well as the potential legal ramifications down the road. This bylaw was tabled for further clarification by TC.

The Committee has not met since May 2019, there is some sentiment regarding the need for this Committee’s continuation as the “Watch Dog” of the Superfund Site. Any future discussions regarding the EPA and their continued 5-year study could be handled through the Select Board via a public forum. A meeting will be scheduled later this month to determine whether or not the Committee should be dissolved.

Thank you.
SITE DESCRIPTION:
The 35-acre former Nyanza Chemical facility located in Ashland, Massachusetts (the "Site") produced textile dyes from 1917 to 1978, and during that time various chemical wastes (including volatile organic compounds (VOCs), semi-volatile organic compounds, and heavy metals) were disposed of onsite or discharged to the Sudbury River through a series of drainageways. The Site was listed on the National Priority List (NPL) on September 8, 1983. Due to the size and complexity of environmental impacts at the Site, multiple Operable Units ("OUUs") were created to allow independent evaluation of distinct portions of the site and/or contaminated areas and media. The 12-acre Nyanza landfill cap was constructed in two phases (under OU1 and OU3). During the OU1 remedial phase completed in 1992, EPA consolidated and isolated wastes under a landfill cap. Additional contaminated sediments were consolidated under the cap in 2001 under the OU3 remedial phase.

SITE UPDATE:
EPA's goal for community involvement is to provide the public with accurate, timely, accessible, and understandable information about the project as it moves forward.

INSTALLATION OF SOLAR ARRAY FACILITIES:
Ashland Solar, LLC submitted a proposal and request for approval to the Massachusetts Department of Environmental Protection (MassDEP) and the U.S. Environmental Protection Agency (EPA) to utilize portions of the Nyanza Site, including the Nyanza landfill cap, for the generation of photovoltaic (PV) energy on land which is owned by Meguroko Transit District, LLC. Ashland Solar, LLC plans to construct and operate a photovoltaic facility that will generate approximately 5.8 megawatts (MW) direct current (DC) by two separate solar arrays. The Solar Array 1 Facility will be constructed on the Nyanza landfill cap, and the Solar Array 2 Facility will be constructed on land located south of the cap near the MISTA Access Road. The Solar Array 1 Facility was subject to review and approval by EPA and MassDEP, and required additional approval by MassDEP as Grantee in a Grant of Environmental Restriction and Easement (GERE). Certain additions (such as utility poles)
associated with the Solar Array 2 Facility were also located in GERE-restricted areas of the Site that required MassDEP and EPA approval. The Solar Array 1 Facility will consist of approximately 11,232 modules and racking systems secured to pre-cast concrete ballast block foundations, each approximately 9.5 feet long x 2.25 to 2.92 feet wide, and 1.5 feet in depth. Ballast blocks for the solar modules will be placed directly on the landfill cap surface (referred to as “ballasted ground mount”) prior to the installation of the racks and modules. The information submitted by Ashland Solar, LLC and historical documents from the OU1 and OU3 remedial actions were reviewed by EPA and MassDEP, it was determined that the project will not interfere with the Nyanza OU1 and OU3 remedies and will not increase risks to human health and the environment. On November 14, 2018, EPA and MassDEP conditionally approved the request by Ashland Solar LLC to construct and operate the Solar Array 1 Facility on portions of the Nyanza Superfund Site (including the landfill).

CONSTRUCTION OF THE SOLAR ARRAY FACILITIES:

Solar project teams have started to mobilize at the Site during September 2019 to perform pre-construction preparation activities. During the months of October to December 2019, construction of the Solar Array Facilities will occur. Periodic truck traffic is anticipated on the MBTA Access Road in Ashland to deliver equipment and solar array components for the project. For the construction of Array 1 (on the landfill cap), trucks and equipment will enter the secured Nyanza landfill through a fence gate and construction entrance located off the MBTA Access Road, near the Cirrus Apartments. For the construction of Array 2 (area located south of the landfill), a new access road will be installed off the MBTA Access Road including a paved apron extending approximately 45 feet into the project area. Tree and vegetation clearing will be performed in the Array 2 area, and stormwater control features installed (such as a swale, diversion berm, and a level spreader) to manage stormwater flow/runoff. If you have any questions or concerns about the solar project, please contact an EPA or MassDEP representative listed.
Meeting Objective

The objectives of the EPA visit to the meeting are:

- To share information with the Nyanza Advisory Committee
- Provide a brief Site background *(for any new members/attendees)*
- Provide an update of recent Site-related activities
- Answer any questions the committee may have at this time.
Site History

- Several companies operated on the Megunko Rd. property from 1917 to 1978, (including the former Nyanza, Inc. from 1965-1978).

- Operations included textile dye manufacturing, dye intermediates, inorganic colloidal solids, and acrylic polymers.

- Chemical wastes disposed on property in lagoons, buried pits and vaults, and on “Megunko Hill” (now the landfill).

- Discharges of waste effluent from manufacturing operations into Eastern Wetlands and Trolley Brook.

- Western Wetlands and Chemical Brook received dye waste streams, sludge, and overflow from an underground wastewater vault, which entered Outfall Creek and the Lower Raceway to the Sudbury River.

Site Overview
Site Contaminants of Concern

- **Primary Volatile Organic Compounds** (in groundwater):
  - Trichloroethene (TCE)
  - 1,4-Dichlorobenzene (1,4-DCB)
  - 1,2-Dichlorobenzene (1,2-DCB)
  - Chlorobenzene
  - Trichlorobenzene (1,2,4-TCB)
  - cis-1,2-dichloroethene (cis-1,2-DCE)
  - Vinyl chloride

- **Semi-Volatile Organic Compounds** (in groundwater):
  - Nitrobenzene
  - Naphthalene

- **Inorganic Contaminants** (in soil/sediments):
  - Mercury
  - Metals: Lead, Chromium, Arsenic, Cadmium

Nyanza Operable Units

Nyanza Chemical Site consists of four Operable Units (OUs):

- **OU1 - On-site soil remediation/capping** (complete)
  - Remedial work completed.
  - Operations & Maintenance (O&M) in progress

- **OU2 - Groundwater Contamination/Indoor Air** (On-going)
  - Some remedial work completed, with O&M in progress.

- **OU3 - Eastern Wetlands/Trolley Brook** (complete)
  - Remedial work completed, with O&M in progress

- **OU4 - Sudbury River** (complete)
  - Remedial work completed, with O&M in progress
Operable Units Summary

Operable Unit 01:

- Excavated sludge deposits, contaminated soils/sediments.
- Capped landfill on "Megunko Hill" with a surface water & groundwater diversion trench, drainage system, and fence.
- Wetlands restoration.
- Groundwater monitoring plan & Institutional controls implemented.
- MassDEP performs operations & maintenance (O&M) on remedy components.
Operable Units Summary

Operable Unit 03:
- Remediation work occurred between 1999 and 2001.
- Addressed the Eastern Wetland and drainageways between the former Nyanza Inc. and Sudbury River (*Chemical Brook, Trolley Brook, Outfall Creek, Lower Raceway*).
- 45,000+ cubic yards of mercury-contaminated sediments were excavated from wetlands and drainageways, dewatered, and placed in the existing OU1 landfill.
- The landfill cap areas used for remedial work were reconstructed and wetlands were restored.
- MassDEP performs O&M on remedy components.

Nyanza Operable Units

Operable Unit 04:
- Sediment and fish tissue mercury sampling in Sudbury River.
- Institutional Controls: the posting and inspection and maintenance of fish consumption and mercury advisory signs along the Sudbury River in 6 communities.
- Human health risk assessments and in-depth ecological risk assessments on mercury exposure.
- MassDEP performs O&M on remedy components.
OU2 - Groundwater

- Plume of chlorinated ethenes/benzenes from the former Nyanza facility / source area
- Groundwater flow is north/northeast toward Sudbury River.
- Plume below downtown Ashland – a mixed residential & commercial area.
- Contaminants in shallow “overburden” groundwater driving a vapor intrusion risk (in the vapor mitigation area).
- DNAPL 1st discovered in 1994, during tests for a proposed groundwater pump and treat system.

Overburden GW TCE Plume (2015)
OU2 Remedial Activities

1991 – Interim Record of Decision (ROD) written.


1998: Initiation of an Indoor Air Sampling of numerous homes, businesses, and municipal buildings in Ashland, on a voluntary basis, in the shallow groundwater contaminant plume

1999 – 2003: Ecological Risk studies conducted to evaluate potential impacts from the groundwater plume discharge into the Sudbury River.

2004: Initiation of a second indoor air monitoring program. TCE, vinyl chloride, chlorobenzene, benzene, and 1,4-DCB) were detected in the indoor air of 5 of 7 buildings.

OU2 Remedial Activities (con’t)

2005: A human health risk assessment was completed using indoor air data to determine potentially unacceptable VI inhalation risks based on new toxicity values for TCE.

2006: Explanation of Significant Differences (ESD) written. Additional indoor air testing in 11 properties located above the groundwater plume in the downtown Ashland. Additional monitoring wells installed to delineate groundwater plume.

2007: Installation of 43 vapor mitigation systems (VMS) in buildings in the vapor mitigation zone.

2012-2015: Semi-annual groundwater monitoring to assess changes in plume concentrations and migration,
OU2 Remedial Activities (con’t)

2013: Installation of two DNAPL extraction wells near the former Nyanza, Inc. facility (on the Worcester Air Conditioning (WAC) and NYACOL properties).

  ▪ No vapor intrusion issues identified.
  ▪ No additional VMS recommended.

MassDEP performs O&M on the VMS.

Nobis maintains the 2 DNAPL extraction wells.

Status of Operable Unit 02

▪ EPA is currently evaluating a final remedy for OU2 groundwater by examining the following:
  ▪ the remedial actions taken under the 2006 ESD
  ▪ the potential for enhancement and/or expansion of those remedial actions as suggested in the 2006 ESD.

▪ EPA is also currently evaluating potential new or additional remedial alternatives for groundwater through a feasibility study.
Status of Operable Unit 02

The Site is divided in 2 separate areas for evaluation:
1. Source Area:
   - Near former manufacturing areas/historical releases
   - Where DNAPL product has been located.
   - Some localized decreases in groundwater concentrations in wells near the DNAPL extraction systems; otherwise stable contaminant concentrations.

2. Downgradient Groundwater Plume:
   - Located downgradient of the source area.
   - Contaminants are dissolved in the groundwater.
   - Vapor intrusion concerns in the VMA, where shallow groundwater is flowing toward the River.
   - Groundwater contaminant concentrations have generally remained stable, with no increasing or decreasing trends.

Site Challenges

- Complex bedrock fracture network below the Site
- Two different types of contaminant categories: chlorinated ethenes (such as TCE) and chlorinated benzenes (such as 1,4-DCB).
- Some difficulty locating areas of DNAPL accumulation.
- Active railroad tracks which intersect the Site.
- A majority of land in the downgradient plume area (below downtown Ashland) is privately-owned.
Other Nyanza Site Updates

- The Sixth Five Year Review for the Site will be published in May 2019.

- The Ashland Solar Project
  - The proposal was issued a conditional approval by the MassDEP and EPA on November 14, 2018.
  - The proposal is for two solar arrays and projected to generate 5.83 MW.
  - Array 1 will be located on top of the engineered cap of the Nyanza landfill, which is part of the OUT remedy.
  - Array 2 will be located off-site on land located south of the landfill and diversion trench.
  - Construction is anticipated to begin in May or June 2019.

Questions?

Lisa Thuot – Remedial Project Manager
(617) 918-1129
Thuot.lisa@epa.gov

Kelsey Dumville – Community Involvement Coordinator
(617) 918-1003
Dumville.kelsey@epa.gov
Affordable Housing Trust Fund Committee

Members:
Joseph Magnani
Daniel Shea
Debra Griffin
Steven Greenberg
Purpose

The purpose of the Trust shall be to provide for the preservation and creation of affordable housing in the Town of Ashland for the benefit of low- and moderate-income households. In furtherance of this purpose, the Trustees are hereby authorized, in accordance with the procedures set forth herein, to acquire by gift, purchase or otherwise real property, personal property, or money, both tangible and intangible, of every sort and description; to use such property, both real and personal, and money in such manner as the Trustees shall deem most appropriate to carry out such purpose, provided however, that all property and money held by the Trust and the net earnings thereof shall be used exclusively for the preservation and creation in the Town of Ashland of affordable housing for the purposes for which this Trust was formed.
Background

Fall 2007:

Town Meeting Approved $500,000 to be transferred from the Community Preservation Committee to the Affordable Housing Trust.
Accomplishments since 2008:

• 18 transactions involving the purchase and resale of deed restricted affordable units at Avenue of the Americas. These expenditures for the repair, maintenance and preservation of the resale units includes legal, condominium fees, utilities and taxes.

• 2011 Due Diligence at 133 West Union Street including appraisal, inspections of the house and barn, and legal fees.

• 2013 Purchase of 6 Cherry Street ($250,000)

• $20,000 Contribution to the Comprehensive Plan
Current Balance: $622,000
AGENDA ITEMS
PROJECTS

• Current Owner at America Boulevard being investigated by DHCD
• Planning Department to work with the Trust on an Inclusionary Zoning Bylaw
• Funds approved for Planning Department to organize affordable housing inventory
• Down payment assistance program approved
• Approved up to $200,00 subject to permits and approvals for the affordable component of development at 12 Pond Street
SELECT BOARD
Minutes
September 4, 2019 – 7:00 PM
Town Hall

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

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

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

Steve Mitchell asked Chief Vincent Alfano to lead the board in the Pledge of Allegiance.

Citizen’s Participation
Mark Dassoni asked Michael Herbert if he received his e-mail and Michael responded yes and encouraged Mark to continue doing what he is doing. Mark also wanted to know if anything is new with the zoning on the Rte. 126 project. He asked if there would be an increase in jobs as a result of the redevelopment along that route. Additionally, he explained that he enjoyed watching Brandi on Around the Clock.

Scheduled Hearings/Appearances
Economic Development Incentive Program
Beth Reynolds explained that the Development Incentive Program has been running for a few months and she highlighted several businesses interested in taking advantage of the program that fit the criteria.

Dulce de Leche is working on the build out of their location at 200 Homer Ave., the incentive helped them in their decision to move to Ashland, and the funding they seek via the Amenities Financing Program is for equipment.

Wine Empire is looking for a new sign and funding Sign and Façade Program will pay for 50% of the cost of the new sign.

Julie Z Breads and Ryan Insurance are pursuing the Interest Free Loan to help grow their businesses.

Additionally, Beth explained that she currently has five additional businesses that are interested in the program.
Beth summarized that there is over $1 million in private investment, utilizing approximately $50,000.00 in grants.

Yolanda Greaves made a motion to approve the four economic programs and pre-approved the Economic Advisory Group. This was second by Joe Magnani with a unanimous vote of 5-0-0.

**Eversource Pole Hearing**
Steve Mitchell read the public notice to open the Eversource Pole Hearing.

Christine Cosby, from Eversource Energy, explained that Eversource is seeking approval to install a new pole and a new anchor pole at 41 West Union Street, identified as Pole #44/60A, for the purpose of providing back-up power for the Cirrus Apartment complex.

Michael Duca, of Ashland Fire Dept., expressed his concerns with the location of the pole and explained that he has not seen the final plan.

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

Yolanda Greaves made a motion to approve the installation of a new pole and a new anchor pole at 41 West Union Street identified as Pole #44/60A located at 41 West Union Street and that the final plan is reviewed and sign-off with Michael Duca and a Dig Safe Certificate in hand. This motion was seconded by Brandi Kinsman with a unanimous vote of 5-0-0.

**One-Day License for the Corner Spot – Flying**
Beth Reynolds explained that Flying Dreams is seeking approval for three One-Day License for the Corner Spot for October 10th – October 12th from 5:00 pm to 10:00 pm.

Joe (last name inaudible), Sales Manager of Flying Dreams, explained they are a small family owned business and want to introduce their products to the residents of Ashland.

Joe Magnani asked if Flying Dreams is interested in opening a permanent location in Ashland. Joe from Flying Dreams explained that they recently opened in Marlborough, so they are not looking to expand at this time.

Yolanda Greaves made a motion to approve the request for 3 One-Day Licenses for Flying Dreams on October 10th, 11th and 12th from 5:00 pm to 10:00 pm pending a nice hard frost. This motion was seconded by Brandi Kinsman with a unanimous vote of 5-0-0.

**Public Safety Building – Funding Plan Presentation**
Michael Herbert reported that Vertex Engineering and HKT Architect and Engineering have been hired for the project. He explained that the cost of construction has increased significantly due to tariffs, as the initial estimate was $25 million, and the current estimate is $29 million. Escalation costs are now estimated at 8% per year.

Michael reviewed the goals of the Financing Plan which is to primarily use resources that are within the Town of Ashland’s control. Michael explained that he wants to minimize the impact on the residents. Michael reviewed the current impact our debt exclusion has on the residents and many of the debt exclusions reductions and the biggest reduction comes in 2024. He provided an overview of the impact of debt exclusion if funding is borrowed for both the Public Safety Building and the Mindess School. As a result, Michael found that budget changes are needed to reduce borrowing by 50% of the cost of the
project to reduce the impact on the tax rate. He outlined areas that can either save money or generate additional revenue and how these changes will reduce the impact of the borrowing.

Steve Mitchell thanked Jenn Ball, Chief Robie and Chief Alfano for their efforts.

Joe Magnani felt that the plan is complex, but a good way to fund both projects. Joe mentioned that he would like to schedule public forums to ensure residents understand the details and the financial impact. Joe also clarified that the plan does not require personnel cuts.

Rob Scherer liked the approach and appreciated the focus placed on staying within the current debt level.

Yolanda Greaves thanked Michael and asked that this information is made available on the town’s website as soon as possible. She also suggested disseminating the information to community via public forums, and she appreciated the plan required to include the Mindess School impacts.

Michael Herbert explained that he would like to ask for the debt exclusion vote in May.

Brandi Kinsman found the information including the graphs helpful in understanding the impact of the current debt and how the new debt would impact the current borrowings.

Michael explained that the Public Safety Building Committee voted to support the recommendation for funding, and he would like the board’s support to include the impact in the next budget.

Mark Dassoni thanked everyone for not increasing the ambulance funds for the seniors.

Yolanda Greaves made a motion for the Select Board to support the funding plan as presented by Michael Herbert to continue moving forward with a much-needed Public Safety Building. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

**United Group Companies / Arbella at Ashland**

Steve Mitchell explained that the board has had several conversations about the project and has concerns, such as the number of units, a smaller footprint, an affordability component, green space, and the roadway placement.

Michael Uccellini, President of the United Group of Companies, presented an overview of the Arbela at Ashland. The project consists of 180-unit, senior, active adult, independent living, multi-family development, located on Lot 2 at the Ashland rail Transit District. Michael explained that the development is not just a place to live but it will also provide a program called the “Sun Program. The “Sun Program includes health and wellness programs, finance and legal services, education and lifelong learning, fun and recreation and more. Transportation to doctors’ appointments and events is also part of what is available to residence. Michael Uccellini explained that the reason he wants to offer this product in Ashland is because we do not have anything like this in the area and he feels the need is here. This will allow seniors to sell their home and remain in the community.

Yolanda Greaves explained that she is somewhat disappointed that the number of units is 180 and not 155 that was previously mentioned. Yolanda Greaves asked what the rent would be, and Michael Uccellini responded a one-bedroom affordable unit that is 700 to 800 sq. ft. is $1,700.00 a month.

Rob Scherer questioned the placement of the garages and Michael Uccellini explained that fire truck access around the roads is required and tightening the garages would impact that.

Brandi Kinsman asked what the age restriction is on the project. Michel Uccellini explained that they are required to have an age requirement of 62 years and over.
Joe Magnani asked what the reason is for making the project a 40B development. Michael Uccellini explained that the decision is due to the process the project has gone through. Additionally, Joe wanted to know why the green space was placed in the area shown on the map. Michael Uccellini explained that it is laid out in this manner due to the topography and steep slope between the MBTA access road and the site.

Rob Scherer asked, and Michael Uccellini responded that no one has spoken to him about the possibility of locating a portion of the Upper Charles Trail on the property. There was additional discussion about the pros and cons of a trail on the property.

Peter Daner, 41 Wilbur Drive asked about the consolidation of the apartments, given it was originally zoned for more units, but it was less dense.

Paul Wilkinson explained that he has always thought the project is too large.

Tracy Terry, Lorraine Drive, expressed concern with the proximity to her home.

Tom Powers, of Powers Realty and United Development Group, explained that the parcel was split into two parcels. He explained what was allowed prior to the deed restriction versus what is currently being proposed.

David Krumholz, 20 Russet Hill Rd, asked about the research UGC provided. Michael Uccellini explained that Ashland was selected for an active adult senior living based on research completed to understand the need. The research showed that there are 17,000 seniors with an income level of $50,000 and greater.

Michael Herbert explained what a 40B project is. Michael explained that permit that gets submitted would go before Zoning Board for project and not follow the traditional permitting.

Peter Daner questioned if UGC files a 40B and the impact on the town’s permitting process and the deed restrictions.

Michael Herbert explained the process and control of the land that UGC is looking to develop. Michael asked if UGC would be willing to work with the town and reduce the cost associated with building by reducing the project size. Michael Uccellini responded that he feels the offer is esoteric.

Steve Mitchell asked Michael Herbert to develop a more detailed plan and strategy that may be acceptable to both the town and UGC.

**Downtown Improvements**
Michael Herbert presented the Downtown Planning Initiative and explained the preliminary easement, pavement probes, signals, survey work on Concord Street behind the library. He has met with Eversource and Kcolis regarding the crossing and Quiet Zone. Additionally, landscape elements, site furnishings and raised crosswalks, benches lighting have also been discussed. The largest cost associated with the project is moving the utilities underground which includes going under the railroad tracks. Michael indicated the streetscape design and the undergrounding engineering/design will be completed in the Fall 2019. Streetscape construction is 100% complete in 2020 and undergrounding construction begins in 2021.

**Town-wide Strategic Plan**
Michael Herbert explained that is office is working on the draft housing plan, economic development and cultural community character.
**Warren District**
Michael Herbert explained that the RFP for the Hall House has been extended, and the bid for the Warren Barn were extremely higher than what was anticipated. He explained the plans to look at the submissions to identify changes that can be made to reduce the associated costs. Michael also talk about anticipating having the barn constructed with the option of a flex space with rough plumbing.

**Consent Agenda**
A. Waive the 15-day waiting period for the following appointments. Brittany Firth to the Fire Department as a Full-time Dispatcher and Michael Chipman to the Highway Department.
B. Accept the Town Manager’s Appointment of Katherine Davis to fill a vacancy at the Ashland Public Library and Patrick Doran to the Ashland Auxiliary Police.
C. Declare a 2007 Mercury Mountaineer 4M2EU47E27UJ09642 as surplus
D. Accept a 911 Training Grant from the state for $21,356.56 to be used by the Police Department for Training.
E. Accept a 911 Training Grant from the state for $44,376.00 to be used by the Police Department for Training.
F. Accept a Flex from MIIA Insurance in the amount of $37,952.00 to be used for outside exercise equipment.
G. Accept a Flex from MIIA Insurance in the amount of $21,800.00 to be used for outside exercise equipment.
H. Accept the $200.00 donation from Steven and Christine Clancy to the Town Forest Committee to be used for the Stone Building located in the Town Forest.
I. Accept the Regular Session Minutes from July 24, 2019 and August 7, 2019.
J. Approve the request from Martin Acevedo to hold a Block Party on Sunday September 15th from 11:00 3m to 3:00 pm in the area of Warren Road and Oak Tree Lane.

Yolanda Greaves made a motion to approve the Consent Agenda as presented and thanked everyone involved in obtaining the grants noted. Motion was seconded by Brandi Kinsman with a unanimous vote of 5-0-0.

**Old / New Business**

**Guidelines for Granting / Select Board Recognition Coins**
Yolanda Greaves reviewed the guidelines for granting the Select Board Recognition Coins. Yolanda suggested creating a two-member sub-committee to review coin recognition submissions, and that coins be presented each time a proclamation is presented.

Yolanda Greaves made a motion to approve the guidelines for the granting of the Select Board Recognition Coins as presented. This motion was seconded by Brandi Kinsman with a unanimous vote of 5-0-0.

Steve Mitchell made a motion to appoint Yolanda Greaves and Brandi Kinsman to the Recognition Coin sub-committee. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

**Eversource – Status of Declaratory Judgement**
Michael Herbert explained that the town has filed, via the Select Board, for a Declaratory Judgement in Land Court and is awaiting an update on the timeline.
Select Date for Workshop Meeting
Steve Mitchell explained that the board needs to schedule time to work on the Mission/Vision Statement Revision in a workshop setting. The board agreed to meet on October 10th at 7:00 pm.

Yolanda Greaves made a motion to go past 10:00 pm. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

National Citizen Survey
Jenn Ball explained that the town completed the National Citizen Survey three years ago and is in the process of selecting participants for this year. Staff will be available to help those that need assistance, as the survey is administered online. She mentioned that anyone not selected but wishes to participate will have an opportunity two weeks after the initial survey is opened. The survey will close after four weeks and a draft report will be available in mid-November.

3-Year Seat for the Metropolitan Planning Organization
Yolanda Greaves explained that she is interested running for the Metropolitan Planning Organization (MPO) and the seat currently held by MetroWest Regional Collaborative. Yolanda explained that the organization works to secure state and federal funding. She suggested having a board member run for a 3-year seat that would represent the region. MPO nominations are due in October 4th and the election is in October, in addition support from four communities is needed.

Steve Mitchell made a motion to support Ashland nominating themselves to fill a seat on the Metropolitan Planning Organization. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.

BAA Fall Grants
Steve Mitchell announced that the BAA Fall Grants is open on September 4, 2019 and submissions are due on October 4, 2019.

Eastern Equine Encephalitis (EEE) Update
Michael Herbert explained that this immerged a few weeks ago and Mass DPH has been testing and we have had four humans infected with EEE. Our risk level was raised to high as a result of this. The Board of Health has recommended that all outside activities on town owned properties end at dusk. The testing will continue weekly until the first frost.

Valentine Property – Charge and Membership
Michael Herbert explained that a committee will be formed to review the Valentine Property – Reuse. He also presented a charge of the committee that was developed by David Foster.

Yolanda Greaves made a motion approve the charge of the Valentine Property – Reuse Committee and appoint Cedrik Bacon, Kenneth Bowker, Judson DeCew, Judith Engueguess, Margy Gassell, Scott Lubell, Nadine Nesbitt, Susan Schare, James Zebrowski, David Foster and Town Manager or his designee with a term that will expire upon completion. This motion was seconded by Rob Scherer with a unanimous vote of 5-0-0.

Town Manager Report
Update on the MWRA Connection
Michael Herbert postponed the update on the MWRA connection
Board Reports

Joe Magnani
Joe thanked everyone that purchased corn at Lucky Farms in support of Ashland Day, as over 1,400 ears of corn were sold.

He thanked those that worked at the Pavilion this summer and assisted with Movie Night.

He reminded everyone that kids are back in school and to be mindful when driving.

Joe wished Donna a Happy 38th Anniversary.

Yolanda Greaves
Yolanda reported the ice cream scavenger hunt is coming to end and the last day is Friday.

Yolanda announced that the WACATV movie night that was cancelled will be rescheduled in the winter.

Rob Scherer
Rob reported that he is looking forward to attending the Dragon Fly Festival.

He mentioned that he supports the Rodman Rd. neighbors and their concerns regarding the Pond Street area.

Rob wanted to be ensured that the town will consider engaging expert witnesses to challenge Eversource.

Rob said he has been in touch with legislators about the requirement that Eversource needs permitting to cross DCR which is State land.

Rob explained that the condition of the tennis courts is bad and wanted to understand who is responsible for its maintenance. Michael explained that the tennis courts belong to the School Department.

Brandi Kinsman
Brandi said she has attended the ABA networking event, the Farmer’s Market and the Corner Spot and she recommends checking out the ABA website.

Brandi also wanted to remind residents that the Ashland Facebook Bulletin Board is not an official forum to obtain an official response from the town or the board.

Steve Mitchell
Steve would like the town to establish an Open Meeting Law workshop.

Steve explained that starting in October the board will invite four committees to attend the board meeting, and four to attend the following meeting to provide an update on their committee’s activities.

Steve suggested asking the Stormwater Committee to consider revising the abatement process based on various conditions.

Steve would like to have Barbara Chisholm, Executive Director of WACA TV and the members of WACA attend a meeting and explain the impact the recent FCC ruling will have on local cable. Steve suggested inviting them to the first meeting in November.

Adjournment
Yolanda Greaves made a motion to adjourn. This motion was seconded by Joe Magnani with a unanimous vote of 5-0-0.
Meeting Materials:
This agenda is subject to change and includes those items reasonably anticipated by the Chair to be discussed at the meeting. Not all agenda items may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.
September 19, 2019

Mr. Michael Herbert  
Town Manager  
Town of Ashland  
101 Main Street  
Ashland, MA 01721

Dear Mr. Herbert:

I would like to request a renewal of my Ashland Constable appointment which is due to expire on November 20, 2019.

I have lived in Holliston for 41 years and I am the town Constable there and in many other communities.

As a partner in Metrowest Constable Service, we regularly post town notices for the Town Clerk at no charge. In addition, I serve papers for the indigent in those communities in which I have an appointment, and have registered with the Commonwealth as such.

I look forward to continuing my professional service to the Town of Ashland. Thank you for your consideration.

Sincerely,

Barry Sims  
Constable, Notary Public, NAAPS

cc: Tara Ward, Town Clerk
An initial Case Management Conference shall be held before Hon. Michael D Vhay in accordance with Land Court Department Standing Order No. 1-04 as follows:

Date: 09/30/2019
Time: 11:30 AM

Daily courtroom assignments are posted in the 5th floor lobby.

The Court considers attendance of the senior attorneys ultimately responsible for the case to be of utmost importance, and both they and all individuals representing themselves pro se are required to attend the Conference. The Plaintiff(s) (through counsel if represented, or individually if proceeding pro se) is/are responsible for forwarding a copy of this Case Management Conference Notice and Order to all other Parties in the case or their attorneys, if known, including those who have not yet filed an answer or appearance with the Court, well in advance of the Case Management Conference.

Obligation of Counsel to Confer. Unless otherwise ordered by the Court, the Parties (through their counsel if they are represented, and on their own behalf if they do not have counsel) shall confer no later than fourteen (14) days before the date of the Case Management Conference for the purpose of preparing the mandatory written Joint Statement described below. It is the responsibility of the Plaintiff(s) to initiate the conference and to ensure the timely completion and filing of the Joint Statement.
Required Joint Statement. Unless otherwise ordered by the Court, the Parties are required to file, no later than five (5) business days before the Case Management Conference, an original and a duplicate copy of a written Joint Statement. The Joint Statement shall include:

1. **Case Description.** A brief description of the case, its issues, and the Parties' respective positions on those issues. In cases where geographical facts are important (e.g., boundary disputes, easement disputes, subdivision appeals, special permit or variance appeals), a sketch plan illustrating those facts should be attached to the Joint Statement.

2. **Identification of Parties.** A complete list of parties to the case. For each individual party, provide a statement of that party's preferred pronoun (e.g., he, she, they, etc.) and preferred honorific (e.g., Mr., Mrs., Dr., etc.). For any party that is a non-governmental corporate entity, provide a statement in compliance with Supreme Court Rule 1:21.

3. **List of Related Cases.** A list of all related cases, whether in this or any other court or tribunal, and whether currently pending or concluded. For each such case, the list shall contain the case name, parties, court, docket number, status, and a short description of its facts, issues and relationship to this action. If any of the Parties contemplates a request for consolidation, transfer to another court, or special assignment of a trial court justice, the Joint Statement must address this. If there are no related cases, the Joint Statement should so note.

4. **Discovery Plan.** A joint discovery plan which proposes a schedule for the time and length of all discovery events. The discovery plan must include a deadline for designation of any expert witnesses, and for disclosure of their expected testimony. The discovery plan shall either be consistent with the initial Track Designation given the case or, if the Parties propose a different schedule, one that allows the Parties to complete discovery on the modified schedule. If any Party seeks an amendment to the Track Designation, or an extension or modification to any of the applicable tracking order dates, a request for such amendment, extension or modification may be included in the Joint Statement, and the Court may make the requested amendment, modification or extension, on its own motion, for good reasons and as the interests of justice require.

5. **Motion Schedule.** A proposed schedule for the filing of dispositive or other pre-trial motions, identifying with specificity the types of motion(s) anticipated and the party(ies) expected to bring them. If the Parties' proposed motion schedule would exceed any of the applicable tracking order deadlines, the Joint Statement shall so indicate, and shall include a request for permission to exceed the deadline(s), setting forth detailed reasons for the request.

6. **Alternative Dispute Resolution Statement.** A statement of the Parties' willingness to participate in mediation (settlement negotiations assisted by a neutral person) or other methods of alternative dispute resolution. The statement must describe and give the status of any alternative dispute resolution which the Parties have attempted, scheduled, or proposed to each other, but shall not describe the content of such settlement proposals or negotiations.

7. **Third Parties.** A brief statement (with reasons) identifying anyone not already in the case but whom any Party intends to join or believes should be made a party.
8. **Additional Notices.** A brief statement (with reasons) of any additional notices, including by publication or recording, which any Party believes should be given to interested parties, such as the Attorney General, potential interveners, unknown heirs, or lienableholders.

9. **Other Matters.** A list of other matters which any Party proposes for discussion at the Case Management Conference.

### NOTES

The Court strongly encourages all Parties to have counsel represent them at the Case Management Conference and throughout the case.

The Court considers attendance of the senior attorneys ultimately responsible for the case to be of utmost importance, and both they and all individuals representing themselves *pro se* are required to attend the Case Management Conference.

Any Party (whether through counsel or acting *pro se*) who fails to attend the Case Management Conference, or who does not in good faith participate in the Conference or in the preparation of the Joint Statement, shall be subject to sanctions including (if the Court deems it appropriate) dismissal of that Party's claims or entry of judgment against that Party.

If any Party believes they will need either the services of an interpreter, or an assisted hearing device, at the Case Management Conference, they must make arrangements with the Assigned Judge's Sessions Clerk no later than one week before the above scheduled Case Management Conference date.

Questions should be directed to the below-named Sessions Clerk:

**Sessions Clerk:** Jennifer Masello  
**E-mail Address:** jennifer.masello@jud.state.ma.us  
**Telephone No.:** (617) 788-7406

### SO ORDERED.

By the Court: Hon. Michael D Vhay

Attest:
NOTICE OF JUDGE AND TRACK ASSIGNMENT

DOCKET NUMBER
19 MISC 000408

Commonwealth of Massachusetts
Land Court
Department of The Trial Court

CASE NAME:

Town of Ashland by and through Board of Selectmen, Plaintiff(s)

v.

NSTAR Gas Company doing business as Eversource Energy, Defendant(s)

NOTICE ISSUED TO
Brian James Winner, Esq.
730 Main St
Suite 1F
Millis, MA 02054

COURT ADDRESS & PHONE NUMBER
Land Court Department
Three Pemberton Square
Room 507
Boston, MA 02108
(617)788-7470

1. Please be advised that the above entitled case has been assigned to Hon. Michael D Vhay whose Sessions Clerk is: Jennifer Masello
E-mail Address: jennifer.masello@jud.state.ma.us
Telephone No.: (617) 788-7406

2. The case has been assigned to the "A" Track, pursuant to Land Court Standing Order 1-04. A copy of the presumptive deadlines applicable to the Average "A" and the Fast "F" Tracks are enclosed for your information. Please be sure to serve any and all defendant(s) in this action as soon as possible. Failure to serve the defendant(s) timely under Mass. R. Civ. P. 4(j) may result in dismissal.

3. You are responsible for sending a copy of this notice and the presumptive deadlines to the defendant(s).

DATE ISSUED: September 4, 2019
RECORDER: Deborah J. Patterson
COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

TRACKING SCHEDULE - "A" TRACK (AVERAGE)

For all cases not otherwise assigned to the Fast Track or Tax Track. Original registration and confirmation cases under G. L. c. 185, are included within the “A” Track commencing on the date when the summons or citation issues. Please consult complete time standards, promulgated as Land Court Standing Order 1:04 for further details, available on the Court’s website – https://www.mass.gov/law-library/massachusetts-land-court-standing-orders

Three Months (90 days)
- Service completed on all parties.
- Case Management Conference held.
- Early Intervention Event held pursuant to SJC Uniform Rules on Dispute Resolution, Rule 1:18.

Sixteen Months (480 days)
- Discovery.

Eighteen Months (540 days)
- Dispositive motions under Mass. R. Civ. P. 12(b)(1); 12(b)(6); 12(c); and 56, filed and served with supporting memoranda and affidavits.

Nineteen Months (570 days)
- Dispositive motions responses filed and served.

Twenty Months (600 days)
- Dispositive motions heard, (reply briefs filed ten (10) days prior to hearing).

Twenty-Seven Months (810 days)
- Case assigned for pre-trial conference; joint pre-trial memorandum filed one week prior to conference.

Twenty-Eight Months (840 days)
- Pre-trial conference held (mandatory attendance); firm trial date set.

Thirty-One Months (930 days)
- Trial held.

Thirty-Three Months (990 days)
- Transcripts filed with the Court.

Thirty-Four Months (1020 days)
- Post-trial briefs filed.
COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

TRACKING SCHEDULE - "F" TRACK (FAST)

For all cases afforded priority by statute including G.L. c. 40A, § 17; c. 40B; and c. 41, § 81BB; Specific Performance under G.L. c. 184, § (1)(k); Partition under G.L. c. 241. Please consult complete time standards, promulgated as Land Court Standing Order 1:04 for further details, available on the Court's website – https://www.mass.gov/law-library/massachusetts-land-court-standing-orders

Three Months (90 days)
- Service completed on all parties.
- Case Management Conference held.
- Early Intervention Event held pursuant to SJC Uniform Rules on Dispute Resolution, Rule 1:18.

Six Months (180 days)
- Discovery.

Seven Months (210 days)
- Dispositive motions under Mass. R. Civ. P. 12(b)(1); 12(b)(6); 12(c); and 56, filed and served with supporting memoranda and affidavits.

Eight Months (240 days)
- Dispositive motions responses filed and served.

Nine Months (270 days)
- Dispositive motions heard (reply briefs filed ten (10) days prior to hearing).

Thirteen Months (390 days)
- Case assignment for pre-trial conference; joint pre-trial memorandum filed one week prior to conference.

Fourteen Months (420 days)
- Pre-trial conference held (mandatory attendance); firm trial date set.

Sixteen Months (480 days)
- Trial held.

Eighteen Months (540 days)
- Transcripts filed with the Court.

Nineteen Months (570 days)
- Post-trial briefs filed.
SPECIAL TOWN MEETING WARRANT
NOVEMBER 20, 2019

Article 1: Hear Report of Town Manager
Sponsor: Routine
To see if the town will hear any report of the Town Manager, or pass any vote or take any action relative thereto.

Article 2: Adjust Fiscal Year 2020 Appropriation
Sponsor: Town Manager/Finance Director
To see if the town will vote to raise and appropriate or transfer from available funds in the treasury a sum of money to be added to or to make adjustments to Article 3 of the May 2019 annual town meeting (fiscal year 2020 budget), or pass any vote or take any action relative thereto.

Article 3: Free Cash Transfer
Sponsor: Town Manager/Finance Director
To see if the Town will vote to transfer from available funds, a sum of money to be placed in the Stabilization Fund, OPEB Trust Fund, Special Education Special Purpose Stabilization Account, Capital Account, and/or FY20 budgetary line items as proposed, or pass any vote or take any action relative thereto.

Article 4: Property Tax Exemptions
Sponsor: Board of Selectmen
To see if the Town will vote to adjust (the exemption amount and eligibility factors) for the property tax exemption for senior citizens under MGL Chapter 59, Section 5 Clause 41C½, to be effective for exemptions granted for any fiscal year beginning July 1, 2019, or pass any vote or take any action relative thereto.

Article 5: Approve Purchase/Taking of Land – 0 Trl Street
Sponsor: Board of Selectmen
To see if the Town will vote to authorize the Board of Selectman to purchase, acquire, or take by eminent domain, and to raise and appropriate, either by appropriation, borrowing or otherwise, a sum of money to fund said purchase or taking along with all associated legal and engineering costs necessary, the property, or any part thereof, located in Ashland, Massachusetts identified as those certain parcels of land off of Tri Street totaling approximately 9.5 acres +/-, located at Map 26 Lots 75 and 76 as more fully set forth on the plan on file with the Town Clerk and including Parcel A and Lots 1-6 inclusive (collectively the "Property"), the acquisition of said land having been determined to be necessary for the health and welfare of the inhabitants of Ashland and to be used for open space and recreation to be under the care, custody and control of the Board of Selectman; or pass any vote or take any action relative thereto.

1
Article 6: Approve Development Restriction – 378 Eliot Street
Sponsor: Board of Selectmen

To see if the Town will authorize the Board of Selectmen to accept a Restrictive Covenant for the land known as and numbered 378 Eliot Street, Ashland, Middlesex County, Commonwealth of Massachusetts, conveyed by deed recorded with the Middlesex South District Registry of Deeds in Book 24575 Page 11 and dated May 18, 1994, to limit the number of homes to no more than one per acre, and in exchange therefore, raise and appropriate, or transfer, by borrowing or otherwise, as sum of money sufficient to pay for said restriction further to see if the Town will authorize the Board of Selectmen to accept said development restriction, and to authorize the Board of Selectmen to enter into and negotiate all agreements necessary to effectuate same; or take any other action related thereto.

Article 7: Dispose of Real Property
Sponsor: Board of Selectmen

To see if the Town will vote to change the use, which is currently general municipal, of 433 Chestnut Street, more fully set forth on that certain plan by, Feldman Land Survey dated November 15, 2016 and which is on file with the Town Clerk, to the purpose of conveyance and/or transfer and to authorize the Board of Selectmen to sell, transfer or otherwise convey same, and take any legal action necessary to effectuate said conveyance or transfer and to further authorize the Board of Selectmen to negotiate and execute any and all documents necessary to effectuate same including entering into a Historic Preservation Restriction on the Property, or pass any vote or take any action relative thereto.

Article 8: Authorize Easements along Main Street
Sponsor: Board of Selectmen

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

Article 9: Mill Pond Park Beautification
Sponsor: Community Preservation Committee

Article 10: Town Forest Restoration Project Phase 2
Sponsor: Community Preservation Committee

Commented [JB1]: Wasting for language from Anton Ladd
-$100,000 for project was approved.
To see if the Town will vote to appropriate up to $5,000 in Community Preservation Act historical funds to allow the Town Forest Committee to complete phase 2 of a Restoration Project within the town forest to preserve the remains of the Stone Bungalow; and that to meet this appropriation, the sum of up to $5,000 be transferred from the Community Preservation Fund, Historical Preservation Account with the following stipulations: the Town Forest Committee shall obtain all required town board and town department permits and approvals prior to the disbursement of any funds, the Town Forest Committee shall enter into a grant agreement with the Community Preservation Committee prior to disbursement of any funds and unexpended funds as of June 30, 2021 being returned to their funding sources, or pass any vote or take any other action thereon.

Article 11: Decrease Demand Fees  
Sponsor: Board of Selectmen

To see if the Town, in accordance with G.L. c. 60 § 15 (2), will vote to change the fee charged by the Collector for each written demand issued from a fee of $30 to a fee of $15 to be added and collected as part of the tax, or pass any vote or take any other action thereon.

Article 12: Net Zero Resolution  
Sponsor: Sustainability Committee

To see if the Town will take a vote or an action there to:
INSERT RESOLUTION LANGUAGE

Article 13: Bylaw Change: Replace “Board of Selectmen” with “Select Board” in General Bylaws  
Sponsor: Board of Selectmen

To see if the Town will vote to change “Board of Selectmen” to “Select Board” in the Town of Ashland General Bylaws by amending all bylaws as follows:

Chapter 1 Article IV  
Article IV Titles

Section 1-1 Board of Selectmen to Select Board

A. Wherever the term “Board of Selectmen” is used throughout the General Bylaws and the Zoning Bylaws in the Town of Ashland it shall be replaced with the term “Select Board.”

B. The term Select Board includes the term “Board of Selectmen” whenever so used in the laws of the commonwealth.

Article 14: Zoning Bylaw: Amend Industrial Uses in the Commercial Highway, Commercial Village,
and Commercial Neighborhood District
Sponsor: Planning Board

To see if the Town will vote to amend the Town of Ashland Zoning Bylaw Chapter 282, Section 3, as follows (cross-out are eliminations and bold underline is new language):
Section 3.0 Use Regulations:

PRINCIPAL USES

<table>
<thead>
<tr>
<th>F. INDUSTRIAL USES</th>
<th>RA</th>
<th>RB</th>
<th>RM</th>
<th>CH</th>
<th>CD</th>
<th>CV</th>
<th>CN</th>
<th>I</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mini-storage warehouse facility</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>Y/N</td>
<td>N</td>
<td>P/B/N</td>
<td>N</td>
<td>P/B/N</td>
</tr>
<tr>
<td>Construction yard or landscaping business</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>Y/N</td>
<td>N</td>
<td>P/B/N</td>
<td>N</td>
<td>P/B/N</td>
</tr>
</tbody>
</table>

or pass any vote or take any other action thereon.
Comments

- Renovating the APD and AFD once we have the new public safety building
- Turn the soon-to-be-vacated fire station into a Firefly's BBQ restaurant.
- More Variety!
- More places for people to live downtown
- Bring more businesses where people would come to shop. Currently, there are very few in the immediate downtown
- "There certainly is potential. Get rid of that ugly boat and the building next to it!!! Add some retail. Bagel table is beautiful addition.
- Reduce the price of rent/lease and maybe more businesses would come. Wish Nick's could be more like Bills in Hopkinton."
- Improve it aesthetically. The foot traffic will come, then the businesses. It's a virtuous cycle you just have to set it in motion. Ashland has amazing potential with a lot of new families spending a LOT of money to live here (my family included, so I'm a little biased), and a lot of time commuting home.
- Brewery. Restaurants. Outdoor spaces
- Enhance its overall character. I frequently walk on Front St. There are a lot of run-down buildings. Often times there is even trash lining the sidewalk. The farmer's market is a great idea, but that field is beat. Downtown has the appearance of being about 40 years past its prime. Look at Hopkinton or Holliston for an example of a great downtown.
- better use of the current space in the downtown area, connect walking paths making it easier to get around town/ provide additional affordable housing for seniors/ or first time home owners
- More parking, shopping and better public transportation
- Bike paths, get kids biking in town
- Cleaning up the areas by the railroad and others where trash and unkempt plant growth occurs.
- Trees.
- "Cater to building trades. Kudos to Ashland Lumber and 60 Pleasant St for plowing profits back into Town and pleasing design.
- Encourage more food a beer destination.
- Grow the farmers market and craft enthusiasm to year round by moving inside a former industrial space. See Halifax, Nova Scotia for a success story."
- Pedestrian oriented design. Street level shopping and mixed-use brownfield redevelopment.
• Dealing with traffic issues, particularly with the railroad crossing and timing of the traffic lights at busy times of the day. It can sometimes take 10+ min to get through that area which does not bode well for people who are interested in stopping to shop, eat, do business.

• More parking.

• More residential, more retail destinations (food/drink/entertainment). Better integration with train stop.

• Bring in more restaurants or attraction. fill the empty stores

• Better walkability

• Integrating the upcoming Upper Charles Trail with other bike and pedestrian-friendly access to downtown and, ideally, improved public transit

• Shopping and parking

• "Fixing the sidewalks and streets. The island on main street

• Beautifying downtown"

• Continue the redevelopment of downtown through buildings that have both store front and residential. We need more business and more residential opportunities. Additionally more access to public transportation options such as bicycles, and electric scooters, if we make it easier for residents to commute around downtown would allow for more business

• I'd love to see a few more restaurants like Stones downtown. An actual town common would be great as well.

• Add more restaurants/bars/lounges/coffee shops

• Get rid of lunkers. Re-facade buildings and attract businesses.

• An attractive Main Street with new businesses

• Having something awesome where the police and fire station are now.

• attempt to restore the appearance of the town to what it was before fires destroyed many old beautiful buildings. If Ashland's downtown could look more like neighboring downtowns (with the exception of Framingham) I think that would draw more people for all varieties of reasons to come downtown. Go back 100 years and try to restore that look.

• Easier use for pedestrians!

• Parking and cleaning up the area so people feel safe to be there.

• Bring more businesses in order to attract people

• Better walkability.

• Increase affordable residential housing for young professionals.

• More housing. Allow walkon train.

• Maintain roads.
• resoration (at least a face-lift) on a few of the building would be nice
• Put the rail underground.
• retain historical buildings and add character
• "Make it prettier - it is pretty ugly
• A yarn shop or craft store would draw a lot of people in"
• Improve traffic congestion throughout downtown area.
• Build business that people actually want to go to even if it means expanding the area we consider to be downtown.I know they are private homes but past the post office is prime real estate and it is currently somewhat run down multi families.
• Make it look better. Business will follow.
• Have more retail shops & restaurants. Something other than discount stores, chinese restaurants and pizza parlors. Boutique shops and coffee shops would be a welcome addition
• improve the quality, the look, more appealing. better and larges spaces to walk on.
• More restaurants and parks, especially if they are close together and easily crossable, to facilitate people going to and then staying downtown
• More shopping and specialty stores
• "Improve the appearance of signage and storefronts with an attractive, consistent look. Attempts were made by the ARA to improve signage with tombstone-like signs, which don't work.
• Important: I would like to keep the small town feeling and historic character of the town in tact!"
• "Better selection of stores.
• More restaurants.
• Make it downtown area walkable/bike friendly"
• Improved visual appeal, more parking, more activities, restaurants, shopping
• "Update old single story retail
• Create art or entertainment center in police/fire stations
• More trees
• New interesting retail"
• Increasing sustainable businesses that include making downtown a destination. We should have businesses that include places like an ice cream shop, coffee shop, bakery, gift shop ect. We need to have enough businesses or unique businesses to draw people to the area.
• create a cluster of businesses, restaurants, entertainment ... and a coordinated investment in signage and promotion ... to make visiting downtown Ashland more than one-stop destination.
• "Have a small grocery store  (Whole Foods, Roche Brothers or Trader Joe's)
• Gift Shops  A real bakery w/ fresh breads & cakes etc
• We don't need more artsy craft places"
• Small specialty shopping, a community meeting spot, better parking
• activities, shop, tourist spots and work opportunities.
• "Driving through downtown Ashland is depressing. The residential rental, non owner occupied buildings are
dumpy looking and very unattractive/unappealing.
• I strongly feel placing the train station outside the downtown area was short sighted.  A FAIL for the
downtown activity.  Many communities in NE have train stops in their downtowns."
• Take much better advantage of existing space to attract the kinds of families that now inhabit the town.
Venues like the corner market or Lunkers don’t make sense for being downtown. Retail, entertainment, and
dining options that are attractions in themselves should be prioritized.
• More parking that is easy to access.  I would use downtown so much more if I didn’t dread finding a spot or
having to risk my safety walking to businesses. Bagel Table is a great example. Love that place, but parking
always a nightmare, even when the place itself doesn’t seem busy at all.
• Improve curb appeal. Train-tracks, chain link fences, dilapidated buildings make the area pretty unattractive
overall.
• Create a space for performing arts & culture, maybe where the existing Fire station/Police Station are, when
the new Public Safety building is completed.
• "A bookstore
• more public space
• antique store"
• "More family geared restaurants, activities and entertainment within a reasonable prices. We could use
more areas in the town with access to
• shopping (family needs, clothes, shoes, school supplies) instead of traveling to framingham or natick area on
a regular basis."
• Deal with traffic, more parking, real shopping. Ashland requires a car to get all errands done. Would love
Ashland to be a park, walk and get it all done community but I don’t think that will happen. The train is a
huge hindrance.
• Putting the train rails underground.
• Make it safe to walk through (traffic not crime)
• A cohesive design aesthetic
• We need a brewpub...I’d LOVE to see one in the fire station once the new public safety building is built
• Gift or toy stores
• Eliminate the train.
• Shopping and restaurants. We utilize dry cleaners, Ashland market for wine, but other than AFM, there is no other "shopping" options. I dislike malls so would love to see some interesting boutiques/gift shop type of places. Other than Stones & Ericas, all other restaurants are scattered. Hope the new bagel place does well.
• Increase destinations that people want to walk to/around. More restaurants/bars/ small shops that are all close together. A good example of a town doing this well is Hudson.
• More parking and places for kids
• Encourage maintenance and good reuse of older buildings. Need current uses but try to keep the character of the area. Finding appropriate uses for the fire station and police station will be vital and completely within the control of the town.
• Having a funky fun vibe. Hudson's downtown has that sense. There are some great restaurants, an ice cream store a few interesting gift stores. I would love a place that I'd be interested in going to.
• Connecting it, making it feel like a downtown. Maybe something "out there": 'greenway' built over the train tracks for people, kids, & dogs can stroll and move around/access the different parts of the downtown. Develop the narrow corridor along the tracks w/ice cream shops, a nice little food market (not 'mart'), & hand-craft stores.
• Connection between the different point of interest, including sidewalks and bike paths for the community to use safely to go from the different parks and services. A better walkable environment brings more people into stores and business. Everything seems a bit disconnected at the moment, there is a lack of cohesion mainly due to the distance be...
• More restaurants and shopping!!!
• Add a level of attractiveness that would draw people downtown.
• Attract small unique shops like The Basket Case was.
• A reason for people to go there. Parking. Overall appearance attractiveness. Most shops look run down and outdated.
• More accessible (reduce traffic congestion), more attractive and more user friendly
• Tear down the police station and renovate the fire station for a new use.
• Have a place to hang out in the evenings, e.g. coffee shop or a bar with a pool table.
• Enforce stylistic architecture regulations and improve structure appearance
• Parking, shopping
• More restaurants and shopping opportunities. It would be great to have a few vibrant restaurants and shopping options. We used to have a few cute gift shops with many home and gift items as well as penny candy. It would be great to have something like that.
• "Give people a reason to park and linger/wander. We don't have any type of unique gift shop, lunch spot in downtown. Bagel Table is a great addition but once done, there is no reason to stay.
• McKinney, Texas or Summerville, SC are great examples of reasons to linger....unique restaurants and shops, outside seating and great parking."
• Address the issue of the train crossing completely stopping traffic numerous times a day
• Make it an attractive place to visit.
• More attractive restaurants to bring local families together.
• Define where exactly constitutes downtown.
• Making it more walking friendly.
• I have long believed that the downtown won't have the right feel until there are businesses lining both sides of Main Street.
• Add more shopping / dining that would make it a destination rather than a drive through.
• Renovation of older buildings to improve the aesthetic and places to "hang out" like Corner Spot and Bagel Table, Stone's and Erica's.
• "Improve traffic flow and light signals to ease congestion.
• The divided street between Front St and Homer Ave is unattractive."
• visual improvements
• More local retail restaurants and shops
• Make it more pedestrian and cyclist friendly. More entertainment options. I would like a downtown that is more focused on community building through entertainment and restaurants than shopping for products.
• I would like to see the downtown area improved aesthetically. It would be great if there were a few more shops to go into and if it looked like nice place to walk around. I think that would attracted not just people of Ashland, but surrounding communities. I do feel like as a town we are moving in a great direction towards trying to achieve this
• Parking
• Attract more stores and restaurants
• aesthetics and better businesses
• Keep it QUAIN'T!
• Make downtown more attractive
• Offer more small businesses.
• I'm looking forward to being able to bike to downtown when the path is done.
• More shopping and restaurants
• Probably can't be done, but having the train track elevated or sunk under Main Street
• Doing something really cool with the fire station.
• New sidewalk alongside cherry street that connects with Maine street near the train tracks. Converting the Firehouse to an Arts Center once the public safety building is complete.
• "Make downtown vibrant with a variety of non-chain shops and a unified design for the facade of the center's buildings. Use the church as a venue for cultural and community events as it's the only large beautiful building downtown that can accommodate large groups.
• Erect a directional sign to library, hospital, major hwys."
• Pedestrian and bicycle friendly byways. Planted medians with trees and flowers like were discussed for the 126 corridor. The downtown must be attractive or it will not sell to anyone, and folks will not want to come to it as a destination!
• Getting rid of a shop like Lunkers and adding something more conducive to a downtown, i.e. coffee shop, boutique, etc
• Parking and major update to stone park. While for it's time it was a great playground there is a huge movement for more natural landscape/climbing structures. Most recently people complained of kids not using the playground appropriately, the playground is said to be there for infants-age 8, however the current structures do not support this.
• Attract other businesses, rehab old buildings
• Dining
• More businesses to attract people
• Diversify options for visiting. 2) downtown needs a major facelift.
• Beautify it, more interesting stores and eateries to attract folks there
• Walking accessible, more shops, stores, gathering placed
• A market with basic provisions and community feeling like Harvard General Store.
• "A green city- More native plant green space that doesn’t feel like an afterthought but is central to a uniquely positioned thriving ecosystem (environment-business-residential). We could be a model for other towns.
• Main Street feels disjointed to me. It doesn’t feel like there is a center. The center is a parking lot, not a living space."
• Add more entertainment (shopping, dining, etc.)
• Add restaurants, coffee shops, ice cream, etc Reasons to hang around the area.
• Bring in some real businesses and restaurants. There's nothing to do in this town. The downtown looks run down. Time for some beautification projects. The islands in front of Lunkers with all the sandwich boards looks awful. Main St between the funeral home and the post office looks like section 8 housing complex.
• "Create many new, stylish small square footage lease spaces for businesses to come in. One or two isn't going to change downtown.
• Also there is resistance to new businesses that may bring in traffic from outside of town, but we are a small town. We will not be able to sustain a business by ourselves."
• Placemaking/make it attractive and pleasant.
• Sidewalks
• Sidewalks need to be enhanced and expanded. You cannot seamlessly walk downtown with a stroller or wheelchair. Bike lanes would be nice.
• Preserve historic buildings and restore the character of the downtown to a unique, vibrant small town downtown.
• Shopping and dining. We need a quaint town center
• Consolidation of traffic lights around RR area of the Main Street.
• Attract more local businesses for dining/shopping.
• Restoring buildings and houses
• Make the store fronts and signing more uniform
• Improve the curb appeal by making it look attractive with nice lamp posts, matching awnings, flowers, lots of seating in grassy areas, etc.
• Cosmetic updates. Flowers, benches, lightposts would help make the area a little less frumpy.
• Walkable streets with small businesses and restaurants
• More dining
• Able to have sidewalks and ample parking! Good flow of traffic!
• "A couple of restaurants... Late night food available - after midnight."
• Convenience/drug store open 24/7."
• Retime lights headed from Myrtle into town so we don't need to avoid traveling through. Also some street parking before Pleasant street, obstruct traffic flow onto pleasant. Lake street could be one way in the other direction to alleviate traffic clog.
• Needs more charm.
• It's a small Downtown, I'm not sure there's much you can do?
• Safe street crossing, more parking better signs.
• Safety and make everything easy to walk around. When I think of successful downtowns you want to be able to park and walk to businesses.
• Adding a convenience store or small supermarket. The store at the mobile is ok, but I have to cross the tracks to get there. Something north of the tracks, preferably.
• Slow down the train
• A reason to go there
• Have more shops and restaurants to attract people to visit.
• Improve old buildings. More restaurants and small businesses. Improve aesthetics to make it visually more attractive
• Improve walkability and the public realm in general
• I view it, quite simply like the movie field of dreams, if we build it they will come. Look at Framingham and what they’ve done in their downtown. They invested in their street scape and now the property owners and shop proprietors are investing in their store fronts.
• Please do not add more parking. Between the main lot across from the library, and the parking behind the town hall, and street parking, there’s plenty of parking. Instead, invest in improving the streetscapes, so people don’t mind parking a little further away from whatever business/event they’re visiting.
• Remove the toy-town signs in front of our public buildings - take a look at Holliston for how signage should be
  • anything is better than what we have....
• Easier to drive thru and park. I hate the use of cut thru streets because Main street is such a nightmare.
• Make it appealing to the demographic of the town. Don’t need more banks, pharmacies and nail salons. The planning has been horrible. I like the town but embarrassed by our downtown. No place to walk shop eat. Our big attraction is a bait shop! We have good schools & are in a good location as until we rejuvenate we will always be trashland
• Addition of play ground for kids to play at and walking path. Like we have at Cushing park.
• We need more dining/pub/entertainment as well as local specialty shops besides clothing and second hand shops. A good bicycle shop, running/outdoor/sports store, local coffee shop, diners.
• Greenery, tear down old buildings, tear down Mexico City plaza which is the biggest eye sore
• Make it more attractive!
• More shopping, restaurants, and parking for them
• more things to attract people to downtown and more friendly parking areas. Renew the look, Corner spot and Ashland Market are great. more things like that so families want to come out and support.
• buried utility wires
• Continue on the path to making it a destination. Bagel table and river walk is a good start. Improved library hours and farmers markets are great. Embrace the New England small town charm
• Add shops and restaurants to make it a destination, place you want to spend time like Wellesley center
• More entertainment and restaurants and a more modern, coherent streetscape. Parking on main street needs to be better apportioned to allow quick trips in to pick up takeout or going to the post office or buying flowers. Right now the few street spots there are seem longer than they need to be. More cars could fit in the spaces already existing.
• PARKING
• Addition of restaurants and shops
• Add more shopping opportunities
• Get more shops and attractions such as a small local ice cream shop or local grocery store right on downtown. Improve the look of the building and streets by removing trash and painting the buildings
• Small unique shops/stores
• Restore historical buildings
• Being able to turn left into Stones and/or another restaurant.
• Dining options (not just pizza) and parking
• More restaurants/shops/ etc - things to do that bring people to the area
• Traffic management during heavy traffic hours
• Bring in more local speciality shops and cafes
• An updated and safe playground with sections for babies, toddlers, little kids and even big kids!
• More unique shops and restaurants. We don’t need more pizza and sub places.
• Make more activities for adults
• "Parking, safer street crossing, keeping the feel of Ashland as is, Ashland is a special community with wonderful people who will step up and help if asked. Often an untapped resource
• The the residents have in town is special
• Please don’t ruin it."
• Family attractions such as arcade or splash pad.
• Updated independent businesses
• MORE OPEN SPACE ! There are so very few places to take a walk or hike in his town.
• Anchor shopping and coffee and book stores as places to gather and meet that match the interests of the community.
• infrastructure
• Yarn shop
• more shops, parking, sidewalks and strategies to prevent traffic congestion and speeding. If I had to pick one
it would be reduce the speeding. Pleasant street, water street, myrtle street and main street. People need to
respect our town.
• "Train crossings with quiet zone.
• Move post office to location with better parking.
• Use post office for other use (fun themed restaurant)?
• Reduce the amount of train horn usage.
• Streamline it. It's all very disjointed and disconnected currently.
• Add more dining and shopping options
• A reason to stop and stay awhile vs drive through
• Improving the sidewalks, reducing the speed limit, adding crosswalks and street lights all on Summer street,
are very important actions to enhance downtown. Stone Park is the jewel of Downtown Ashland but looks
and is treated like a dragstrip in New Hampshire.
• I don't think Stone Park is safe nor the area by Matarese Funeral Home. I worry about my children visiting
Stone Park. I also don't like when they practice middle school sports there are no restrooms. Often the ones
in the pavilion are not open and I don't want my daughter going there alone from the field.
• More unique food destinations and micro-breweries.
• In order to go to one store to purchase items that you would have in like a target or a walmart, you'd have to
drive 25 minutes plus depending on traffic. It would be nice to have something similar available in town
whether it be a small business or a large chain/franchise. It would be also nice to have a brewery or
something to attract and keep young professionals in this area to help boost the town. A lot of young
families like to purchase/rent homes in ashland because of the school system
• Safer walkability - I do not feel safe walking downtown with children. Cars going too fast and too close to
sidewalks, road crossings are scary. Train crossing is also very scary with children.
• Start from the right of the town hall and demo/redevelop the entire strip of stores.
• Bicycling downtown is very dangerous
• more attractive landscaping more attractive night lighting
• Safety issues involve pedestrian access. The train tracks and car traffic are impediments.lack of crossing
areas! Except at the library now that it has flashing lights!
• Crossing the street can be difficult
• "Stuck at light on Pleasant when there is a train, even if the destination is Cross fit or town hall and there are
no cars in front of you.
• Stupid stop on red going up Union to HS. Blocks all roads during am commute. More smog."
• You still have a train running through it.
• Downtown Ashland needs a total makeover and a reason for people to go there. Not a run down liquor store, a constantly vacant location with no parking, a lousy pizza place, etc. Stones is a perfect example of the type of restaurants that are needed. Lunkers is fine. Wellesley center is a shining example, or Needham Center. They are larger but vibrant. Ashland shoots itself in the foot by thinking that those places are too 'Ritzy'. Its not the same town as 30 years ago and that is a GOOD thing.
• "but no more dunking donughts or mcdonalds!!! or similar.
• healthy choices."
• "1) Don't know what you mean by ""public safety measures.""
• I would like to have a bit more shopping and restaurants downtown -- or at least better shopping options. I would love to see an art/cultural venue, like TCAN, downtown or at the Valentine Estate.
• At the same time, I would like to keep the small town and historic character of the downtown. Otherwise, the town will look like Waltham/Newton in its density and the height of its buildings."
• See below
• Would be so nice to have a Whole Foods type market in Ashland
• Need to give people a reason to be down there, given that most of the town needs to drive to get there.
• More parking!!!!!
• With a few exceptions, it seems difficult to find new businesses in Ashland that are willing to be unique. The town is saturated with run-of-the-mill restaurants, salons, and convenience/package stores. It's hard to get any draw when the destinations don't stand out.
• Traffic to get there is horrid. I chose to find alternate routes and skip downtown completely. Spending 20 minutes in traffic on Pleasant Street is ridiculous! Then I sit on Main Street. Not worth it! I prefer Holliston Center for local shopping.
• Safety never feels like an issue in Ashland.
• The railroad crossing is the only hazard.
• Adding more housing units that are affordable - not low income, just not studios at $500k!- would let more people live downtown. It's a great place, but there just isn't much there, the train tracks break it up, and honestly, it doesn't feel like a 'downtown. Trying to connect the various pieces would be great. Give us more reasons to come downtown Perhaps developing the very shallow area along the tracks across from Sunnyside with some artists spaces, vendors stalls, an ice cream shop for kids.
• Businesses for their own sakes aren't good for any town. Choices should be exercised to improve environment.
• NO apts
• It feels on using the term downtown for the center of Ashland
• I think having minimal national chains and more one of a kind restaurants/stores will keep it unique and bring more people in. We don't need another route 9.
• Italian bakery, grocery store, nicer light posts and walkways
• Keep Ashland quaint!
• More pedestrian infrastructure would be helpful. If I need to get in my car to go somewhere, it's just as likely it will be Route 9.
• Develop and implement a unified design for store fronts to make Main St attractive, especially all of those facing the town green and around the RR tracks.
• We need more attractive green spaces, medians, trees etc. Downtown is very hot in the summer and cold in the winter. Street trees, plantings, flowers would warm it up and cool it down a lot! The overall appearance would drastically and positively affect how people perceive downtown with this improvement. They would have to be well maintained, by folks who understand and have an interest in what it is that they are doing.
• Though options exist for dining and shopping downtown, the choices are exclusive of each other. You choose one shop that you drive to and are done. There isn’t enough of a destination to stay there spoken as someone who has tried to kill time before the library opens. You can go to Talvy’s florist or the Reiki shop, but there’s nothing else down there to “Saturday window shop”. Small changes - What if all the restaurants created patio areas to create more of street city atmosphere?
• I’ve worked at the Warren Center for almost 18 years. A few lunch restaurants would be a nice addition, especially since both Papa Gino’s are closed. No late night food available since Dominos closed. Our guests tend to look for late night snacks and food, and other needs, so we end up sending them out of town.
• Walkability should also be an important consideration.
• The reuse of buildings that have significant historical meaning to the town, the mill building for instance. That being said, if the right opportunity for us as a town arose I’d be open to anything. The only way to have a more vibrant downtown is to repurpose the land.
• Seriously bright blue cross walks…This town needs to take a look at what other towns are doing…and follow along…we do not need anymore apartments, housing we need revenue…the storage unit infront of the the middle school looks horrible who ever let that happen is a MORON…wait until something happens, it will someone that let that happen LOOOOOOOSER! stop letting the condo king run this town...
• There are no interesting stores in downtown Ashland unless you want to buy a fireplace poker or crystals. Downtown is very unattractive and difficult to access. the Farmers Market and cornerspot have done a great job bringing more people downtown.
• Holliston has such nice shops. Why doesn’t Ashland?

• I think that cultural and recreational activities—arts & entertainment and restaurants & upscale bars/breweries are the answer for downtown, not necessary shopping. We also have lots of rundown buildings that need a facelift so that the overall streetscape is more modern and appealing.

• Once again - You can't do any of this because there is NO parking.

• "I wish I didn't always have to go to Framingham and Milford for a lot, especially dining.

• I also tend to avoid Downtown because of traffic and lack of parking (i.e., if I need to go to the post office, I tend to go to Sherborn, Holliston or Framingham which has ample parking/parking lot)"

• More events for adults or activities please.

• Just tweak what is here to make it better. Use social media to highlight local businesses to encourage people to visit them or seek them out.

• We don't need any more banks or self-storage

• Make it easier for pedestrians to stroll and cross streets. The downtown need to be more calm and vibrant at the same time. Currently, it's unpleasant to be downtown with the speed of traffic and congestion during rush hours.

• Attract some destination restaurants or businesses vs another pizza delivery, liquor, or convenience store