



# Town of Ashland

MASSACHUSETTS

## BOARD OF SELECTMAN MINUTES June 1, 2016 – 6:00 PM Town Hall

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

### **Call Meeting to Order**

Joe Magnani called the meeting to order at 6:00 pm and he explained that the Board of Selectmen would be going into Executive Session pursuant to G.L. c. 30A sec 21(a)(3) to consider litigation in the matter of Rossi v. Town of Ashland Conservation Commission, et. Al (Civ. No. 1681-01391) the public discussion of which may have a detrimental effect on the litigating position of the Board. The Board will come back in open session.

Joe Magnani called the meeting to order at 7:00 PM. Present at the meeting was Chair Joe Magnani, Vice-Chair Steve Mitchell, Yolanda Greaves, Rob Scherer, Carl Hakansson, Town Manager Michael Herbert, Assistant Town Manager Jennifer Ball and Town Counsel Lisa Mead.

Joe Magnani announced that the meeting was be taped and broadcast live on WACA.

Joe Magnani led the Pledge of Allegiance.

### **Board Reorganization**

Board members discussed the Board's reorganization. Yolanda Greaves explained that she would like to see Joe Magnani and Steve Mitchell continue in the roles that they are currently serving. Rob Scherer would like to know if anyone else is interested in serving in one of the roles. Steve Mitchell explained that he respectfully declines, but supports Joe Magnani to continue to serve as Chair. Joe asked if Yolanda would like to consider remaining on as Clerk and Yolanda explained that she would be interested in serving as Vice Chair. Joe Magnani asked Carl Hakansson if he would like serve as Chair or Vice Chair.

Steve Mitchell made a motion to nominate Joe Magnani to serve as Chair of the Board. This motion was seconded by Yolanda Greaves with a unanimous vote of 5-0-0.

Yolanda Greaves made a motion to waive the bylaw to allow Joe Magnani to serve as Chair for a second year. This motion was seconded by Rob Scherer with a unanimous vote of 5-0-0.

Steve Mitchell made a motion to appoint Carl Hakansson as Vice Chair. This motion was seconded by Rob Scherer with a vote of 4-1-0 (Greaves)

Rob Scherer made a motion to nominate Yolanda Greaves to serve as Clerk. This motion was seconded by Steve Mitchell with unanimous vote of 5-0-0.

### **Acceptance of Minutes**

Yolanda Greaves made a motion to accept the minutes from April 20, 2016 as presented. This motion was seconded by Steve Mitchell with a unanimous vote of 5-0-0.

### ***Citizen's Participation***

Steve Greenberg, 350 America Blvd., explained that he is promoting the Metrowest K9 5K that will take place on June 4, 2016, at the YMCA. Steve encourages anyone interested to participate.

Steve Mitchell provided an update from the Animal Control Officer Donna Walsh, concerning coyote incidents with dogs, the first on Voyagers Lane and the second on Hawthorn Rd.

Florence Seidell explained that the Farmer's Market is celebrating its 5<sup>th</sup> year and invited everyone to attend. Florence explained that many vendors are returning and they also have 9 new vendors.

Paul Pehoviak thanked the Board for its commitment to town. Paul also urged the Board to stop the construction at the RTD. He explained that he has worked construction involving blasting for many years and shared stories that resulted from blasting done in his area years ago and the complications that resulted. He explained that no one can ever guarantee what will happen when blasting.

Mark Dassoni explained that he supports the developer of RTD.

### ***Scheduled Appointments***

#### **Change of Liquor License – Erica's Ristorante'**

Joe Magnani opened the hearing on the transfer of license by reading the legal ad.

Joe Magnani made a motion to open the hearing. This motion was seconded by Steve Mitchell with a vote of 5-0-0.

Erica and Sam Cannarozzi appeared before the Board and provide an overview of the application. Ms. Cannarozzi stated that she will be the 100% shareholder.

Steve Mitchell mentioned that he found a few issues with the application, as some of the paperwork was missing, such as the financials, bank statements, and the status of the current note holder and license. Steve also asked questions regarding a liquor license from the Town of Sudbury. Erica and Sam Cannarozzi explained why they have selected a location in Ashland and Sam mentioned that the location in Sudbury was complicated based on a dispute with 1<sup>st</sup> mortgagee at that location.

Steve Mitchell explained the bank statement and the stock transfer forms are needed. Sam Cannarozzi said that his attorney advised him to put everything in his daughters' name and that he made the change today, and that a corporate vote is not required to change shareholders.

Lisa Mead explained that Sam Cannarozzi needs to prove that the stocks have been transferred. Sam Cannarozzi said that he is prepared to provide the signed Stock Power Transfer now.

Sam Cannarozzi said ABCC only required financials for transactions over \$50,000.00 and their application shows the investment is only \$35,000.00. Sam explained that the \$99,000.00 note is documentation on the balance of the funds to be paid overtime.

Joe Magnani asked about TIPS Certification. Erica Cannarozzi explained that she got certified online and will be working to get recertified along with Sam onsite training.

Erica Cannarozzi explained that the restaurant will be family style and the menu, Italian including pizza.

Yolanda asked what brings the applicants to Ashland. Erica said the opportunity posed itself and after looking at the location they felt it was similar to what they are familiar with. Erica explained that she has worked in the industry for over 25 years. For the last 15 years she has worked as a kitchen manager.

Yolanda wanted to know when they are scheduling the opening. Erica explained that she is unsure how long the transfer will take, and they need to do some minor renovations, hire staff and train.

Carl Hakansson asked if entertainment is going to be requested. Erica said think they are not looking to apply for entertainment licensing at this time.

Michael Hebert asked and Erica responded that the difference between the \$97,000 amount for financing and \$99,000 purchase and sales includes the \$2000 initial payment.

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

Michael Rackauskis, 86 Front St., asked whether the applicant was granted a patio license. Ms. Robie explained the patio is included in the liquor license. Mr. Rackauskis asked what the hours the patio will be opened and how frequently the dumpster will be emptied. Erica explained that the patio be open until 10:00PM and the dumpsters will be emptied at least once per week.

Yolanda Greaves made a motion to approve the transfer of liquor license for Erica's Ristorante with the stipulation the Stock Power Certificate is transferred and the hours of operation are 10:00AM to midnight on Sunday, 11:00AM to midnight, Monday through Saturday. This motion was seconded by Steve Mitchell with a unanimous vote of 5-0-0.

The Board wished the owner success.

#### **Audubon Conservation Restriction**

Charlie Wyman, Massachusetts Audubon explained that they are very excited that the town is working with state on conservation of land. Carl Hakansson explained that this has been a long process but we have been able to work with the town encroachments and all have been addressed.

Carl Hakansson made a motion to grant the Conservation Restriction to Mass Audubon for the property at Warren Woods. This motion was seconded by Steve Mitchell with a unanimous vote of 5-0-0.

#### **Water Meter Policy**

Rajitha Purimetla, Engineer for the Town of Ashland, explained a meter replacement program that the Water/Sewer Department is working on and some of the issues that the project uncouncted. Rajitha explained that we currently have 7,000 water meters and about 3,000 of those meter need to be replaced with Wi-Fi or newer manual meter if requested. Rajitha mentioned that although they have tried to replace many meters they have had challenges with making contact with many residents that are meters that need replacement. Rajitha presented the Board with a policy that would notify the user of the policy that would terminate water service for failure to provide access to the meter. The shut off notice would be the 3rd notification that the resident receives. Residents can make an appointment by contacting the DPW at the email advertised on ashlandmass.com and WACATV. The Board asked that the DPW investigate executing a reverse 911 to all residents, as well as electronic signage boards place in target areas.

#### ***Old / New Business***

##### **BAA Grant Request – Junior State of America**

Joe Magnani explained that the applicant was asked to provide additional information as back-up to the grant request which was provided.

Rob Scherer made a motion to support the Junior States of America request for \$1,385.00 and Steve Mitchell requested that the students come to a future meeting and explained their experience. This motion was seconded by Yolanda Greaves with a unanimous vote of 5-0-0.

### **Steve Greenberg – Ashland Half Marathon**

Steve Greenberg, representing the Ashland Sporting Association, is requesting permission to use town roads on October 29<sup>th</sup> from 7:00AM to 3:00PM for road races. He explained that the road race starts at 10:00AM and lasts about 3 hours. Steve Greenberg explained that he has worked with Connect Community Church and has moved the race to Saturday in order to lessen the effects on the church.

Yolanda Greaves made a motion to grant access to the roads on October 29<sup>th</sup> and March 18<sup>th</sup> from 7:00AM to 3:00PM for Ashland Half Marathon. This motion was seconded by Steve Mitchell with a unanimous vote of 5-0-0.

### **Set Date for Land Takings**

Michael Herbert explained that the Board needed to select a date for the hearing on Land Takings along Ashland Commons related to the W. Union sewer issues. The Board collectively set the date for July 6, 2016.

### **Memorandum of Understanding – Framingham State**

Michael Herbert reported the topic will be added to the June 18<sup>th</sup> Board Retreat agenda.

### **Letter to DEP Regarding Maintenance of Property**

Michael Hebert explained that there has been a lack of maintenance at Chemical Brook and he explained that a certified letter is going out explaining what the requirements are.

Yolanda Greaves made a motion to authorize the Chair to sign on behalf of the Board of Selectmen, the letter as prepared with the addition of our Senator and Representative. This motion was seconded by Steve Mitchell with a unanimous vote of 5-0-0.

### **Invoke Self-Help Agreement – Campanelli/Thorndike**

Lloyd Geisinger from Thorndike explained that he would like to discuss taking over some of the work that needs to be performed at the site, which would fast track the project as far as the utilities are concerned. He explained that they are obligated to comply with the way that the utilities are laid out in the plan. They are hoping that work could start in July and feels that the completion should be in the fall.

Steve Mitchell asked for an explanation on the construction which would be a value of \$650,000.00 and the town would be responsible for remaining which would be covered by the MassWorks Grant.

Carl Hakansson asked for information pertaining to the emergency access road. Lloyd Geisinger explained that engineers are working on this and options will be presented shortly.

Board members requested that Lloyd Geisinger work on answering questions that have posed by concerned residents. Lloyd Geisinger said that he is limited on the answers he can provide because of pending litigation.

Yolanda Greaves made a motion to submit the change to MassWorks and request their response no later than June 13<sup>th</sup>. The motion was seconded by Rob Scherer with a vote of 4-0-1(Hakansson).

Carl Hakansson suggested that a good faith effort be put forward and Lloyd Geisinger explained that he takes offense to Carl's comments. Lloyd feels they share many of the same concerns with the project and he does not feel that he has reneged on any agreements.

Cara Tirrell, 3 Hillsdale Place, read a letter from Attorney Hill regarding the funding. Board members explained that the motion on floor is pertaining to funding.

Michael Herbert explained that this is very sensitive and he thinks that the whole project has been done backwards and he suggests that a public forum is scheduled for next week.

### ***Selectman Appointments***

#### **Town Counsel**

Board members discussed the appointment of Town Counsel and wanted to know if there was any advantage to appointing for more than a year has any financial advantage. Yolanda Greaves supports a 3-year appointment, Joe would support a 2-year appointment, Steve explained that he would support a 2 or a 3-year appointment.

Joe Magnani suggested that Board members evaluate town counsel.

Steve Mitchell made a motion to appoint Blatman, Brobowski and Mead for a 1-year extension for legal services. The motion was seconded by Yolanda Greaves with a unanimous vote 5-0-0.

Steve Mitchell made a motion to develop an evaluation tool for Town Counsel. The motion was seconded by Yolanda Greaves with a unanimous vote 5-0-0.

Carl Hakansson made a motion to extend the Board meeting past 10:00PM. The motion was seconded by Yolanda Greaves with a unanimous vote 5-0-0.

### ***Town Manager Reports***

#### **Town Meeting Recap**

Michael Herbert explained that last week the town completed the second night of Town Meeting.

#### **Update on Inspector General's Guidance on Health Agent**

Michael Herbert explained that he has reviewed the Inspector General's letter pertaining to the Health Agent and explained that the items outlined are suggestions and they did not find negligence with the Town of Ashland record keeping.

Michael reported that a policy has been developed that will no longer allow employees to work a secondary job on the same day they work their primary job. Rob Scherer feels that we should have taken action on this time before receiving notice.

#### **Recycling Policy**

Michael Herbert explained that the town will issue policy based on Mass DEP guidelines to purchase recycled products whenever possible.

#### **Update on Girl Scout Property**

Michael Herbert explained that with the action of Town Meeting, he is requesting that the Board authorize him to enter into a purchase and sale agreement of the Girl Scout Property.

Yolanda Greaves made a motion to approve the Purchase and Sale Agreement between the Town of Ashland and Girl Scouts of Eastern Massachusetts as presented. This motion was seconded by Rob Scherer with a unanimous vote of 5-0-0.

#### **Capital Planning Grant**

Michael Herbert explained that the town received a capital planning grant for \$30,000.00 and is working with the Collins Center on Capital Planning. He explained that kickoff process will begin tomorrow morning.

### ***Board Reports***

#### **Carl Hakansson**

Carl said that the Garden Club did a great job with the planting in the center of town.

Carl thanked David Foster for all the great work on the memorial.

Carl gave a shout out to the CPT crew.

Carl reported that the Memorial Day event was well attended and the Legion did a great job hosting the ceremony.

#### **Rob Scherer**

Rob thanked the Friends of the Library for their efforts.

Rob reported the Memorial Day event was a great one and he always enjoys attending it.

#### **Yolanda Greaves**

Yolanda attended the 495 Metro West Partnership Meeting this morning.

Yolanda is attending the MPO meeting to show that we would like to keep our Rte. 126 project on the 2020 or 2021 list and to continue to show support.

Yolanda noted that the High School Graduation will take place on Sunday.

#### **Steve Mitchell**

Steve thanked Benny and the DPW Crew for getting the flags up in time for Memorial Day, and thanked Jenn Ball for coordinating the effort. Steve also thanked David Foster for all his efforts.

Steve reminded everyone that Farmer's Market will begin on June 11<sup>th</sup>.

Steve said he will start attending Council on Aging meeting, which are held on Thursdays.

Steve sends well wishes to Bill Browne.

Steve gave a shout out to the Traffic Study Committee, as he noticed the work they completed at the Library.

Steve reported the Public Form on the RTD on Thursday and feels it is important to get the information out pertaining to the project and wants everyone to have a clear understanding.

#### **Joe Magnani**

Joe said the Memorial Day event was wonderful and said the guest speakers did a great job.

Joe also attended a double Eagle Scout Ceremony and he congratulated them.

Joe explained that he was disappointed with turnout at Town Meeting on May 25<sup>th</sup>.

Joe wishes all the graduates the best.

Joe also wished a Happy Anniversary to the Iarussi's who are celebrating their 67<sup>th</sup> Wedding Anniversary.

### ***Adjournment***

Yolanda Greaves made a motion to adjourn. This motion was seconded by Steve Mitchell with a unanimous vote of 5-0-0.

***Documents used as backup:***

Legal Notice and ABCC Application for Erica's Ristorante, Grant of conservation Restrictions to Massachusetts Audubon for Warren Woods, Memo regarding Termination of Water Service, Meter Replacement Enforcement Policy, Memo Water Policy Committee Charge, BAA Grant Application, Memo Ashland Half Marathon Park Prep, Ashland Commons Taking, Tentative Schedule for Board of Selectmen, Taking Hearings, Letter to Martin Suumber, Request for Alternate Funding Agreement, Minutes April 20, 2016, IG Letter regarding Addressing the Risks of Time Abuse.



## **Agenda**

### **Executive Session:**

1. Pursuant to G.L. c. 30A sec 21(a)(3) to consider litigation in the matter of Rossi v. Town of Ashland Conservation Commission, et. al. (Civ No. 1681-01391).
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### **Motion:**

I move pursuant to G.L. c. 30A sec 21(a)(3) the Board move into executive session to consider litigation in the matter of Rossi v. Town of Ashland Conservation Commission, et. al. (Civ No. 1681-01391) the public discussion of which may have a detrimental effect on the litigating position of the Board.

### **Second:**

Chair should announce if the Board will come back into open session.

### **Roll Call**





# Town of Ashland

## MASSACHUSETTS

### LEGAL NOTICE

Town of Ashland

Notice is hereby given that the Board of Selectmen will conduct a hearing regarding an application to transfer an All Alcoholic Restaurant License.

Erica Cannarozzi  
SEJS Restaurant Group, Inc. dba Erica's Restaurante  
78 Front 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 June 1 at 7:10 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 Selectmen's Office, Town Hall 101 Main Street, Ashland, MA 01721 or by e-mailing Susan Robie at [srobie@ashlandmass.com](mailto:srobie@ashlandmass.com).

Joseph J. Magnani Jr., Chairman  
Board of Selectmen

## TRANSFER OF LICENSE CHECKLIST

**This application will be returned if the following documentation is not submitted:**

- DOR Certificate of Good Standing FROM SELLER
- Retail Transmittal Form
- \$200.00 Fee made payable to the Commonwealth of Massachusetts or the ABCC
- Newspaper Notice
- Petition for Transfer
- Retail Application with:
  - Vote of Corporate Board or LLC
  - Manager's Form
  - Proof of Citizenship for proposed manager (Passport, US birth certificate, Naturalization papers, Voter Registration)
  - Personal Information Form for all individuals with beneficial interests in the license and proposed license manager
  - CORI Release Form
  - Articles of Organization for Corporation or LLC
  - Purchase and Sale Agreement
  - All financial records, loan agreements and/or documents, for source(s) of money who are funding more than \$50,000 towards this license transaction
  - Signed lease or documents proving a legal right to occupy premises



MASSACHUSETTS DEPARTMENT OF REVENUE  
PO BOX 7044  
BOSTON, MA 02204-7044  
CONTACT CENTER  
(617) 887-6367

Letter ID: L0467781632  
Notice Date: May 12, 2016  
Case ID: 0-000-068-319

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## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

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000017  
KELLY RESTAURANT INC  
78 FRONT ST  
ASHLAND MA 01721-1679

### *Why did you receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, KELLY RESTAURANT INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

### *Where can you find additional information?*

Visit our website at [mass.gov/dor](http://mass.gov/dor) for one-stop access to taxpayer information. You can learn more about state tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights and the appeals process.

You can file your returns, make payments and manage your account at [mass.gov/masstaxconnect](http://mass.gov/masstaxconnect). You may also contact us by phone at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 5:00 p.m.

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Charlene Hannaford  
Acting Deputy Commissioner



SEJS RESTAURANT GROUP, INC  
416 ARLINGTON ST  
ACTON, MA 01720

1001  
53-9182/2113

May 12 20 16

Pay To The Order Of ABCC \$ 200.00  
Two hundred and 00/100 Dollars

**DCU**

MEMO license application fee Evan Coz

⑆ 2 ⑆ ⑆ 3 9 ⑆ 8 2 5 ⑆ 4 0 2 5 2 2 4 9 ⑆ 1 0 0 ⑆

M866 12/2006

Print Form

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

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

LICENSEE NAME

ADDRESS

CITY/TOWN  STATE  ZIP CODE

**TRANSACTION TYPE (Please check all relevant transactions):**

- Alteration of Licensed Premises
- Change Corporate Name
- Change of License Type
- Change of Location
- Change of Manager
- Other
- Cordials/Liqueurs Permit
- Issuance of Stock
- Management/Operating Agreement
- More than (3) §15
- New License
- New Officer/Director
- New Stockholder
- Pledge of Stock
- Pledge of License
- Seasonal to Annual
- Transfer of License
- Transfer of Stock
- Wine & Malt to All Alcohol
- 6-Day to 7-Day License

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

**ALCOHOLIC BEVERAGES CONTROL COMMISSION  
P. O. BOX 3396  
BOSTON, MA 02241-3396**



**Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street, First Floor  
Boston, MA 02114**

**PETITION FOR TRANSFER OF OWNERSHIP, TRANSFER OF STOCK, NEW OFFICER(S),  
DIRECTOR(S), STOCKHOLDER(S) AND LLC MANAGER(S)**

004000048

ABCC License Number

Ashland

City/Town

The licensee A. Kelly's Restaurant Inc. and the proposed transferee B. SEJS Restaurant Group, Inc. respectfully petition the Licensing Authorities to approve the following transfer of ownership. Any Corporation, LLC or Association, Partnership, Individual, Sole Proprietor Listed in box (A.) must submit a certificate of good standing from the Massachusetts Department of Revenue (DOR).

Is the PRESENT licensee a Corporation/LLC listed in box (A.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes  No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

Name	Title	Address	Stock or % Owned
Thiago Mesquita Gomes	President	33 Hamilton Street, Framingham, MA 01701	50%
Dircilene DeMesquita	Treasurer	33 Hamilton Street, Framingham, MA 01701	50%

Is the PROPOSED transferee a Corporation/LLC listed in box (B.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes  No

TO: (Place an \* before the name of each DIRECTOR/LLC Manager.)

Name	Title	Address	Stock or % Owned
Erica S Cannarozzi	President	416 Arlington Street, Acton, MA 01720	0%
Erica S Cannarozzi	Treasurer	416 Arlington Street, Acton, MA 01720	0%
Erica S Cannarozzi	Secretary	416 Arlington Street, Acton, MA 01720	0%
Erica S Cannarozzi	Director	416 Arlington Street, Acton, MA 01720	0%

The above named proposed transferee hereby joins in this petition for transfer of said license.

SIGNATURE OF LAST-APPROVED LICENSEE: [Signature]

(If a Corporation/LLC, by its authorized representative)

SIGNATURE OF PROPOSED TRANSFEREE: Erica Cannarozzi President

Date Signed 05/12/2016

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual)

B. Business Name (if different) :  C. Manager of Record:

D. ABCC License Number (for existing licenses only) :

E. Address of Licensed Premises:  City/Town:  State:  Zip:

F. Business Phone:  G. Cell Phone:

H. Email:  I. Website:

J. Mailing address (if different from E.):  City/Town:  State:  Zip:

2. TRANSACTION:

- New License
- New Officer/Director
- Transfer of Stock
- Issuance of Stock
- Pledge of Stock
- Transfer of License
- New Stockholder
- Management/Operating Agreement
- Pledge of License

The following transactions must be processed as new licenses:

- Seasonal to Annual
- (6) Day to (7)-Day License
- Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

- §12 Restaurant
- §12 Hotel
- §12 Club
- §12 Veterans Club
- §12 Continuing Care Retirement Community
- §12 General On-Premises
- §12 Tavern (No Sundays)
- §15 Package Store

4. LICENSE CATEGORY:

- All Alcoholic Beverages
- Wines & Malt Beverages
- Wines
- Malt
- Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- Annual
- Seasonal

**6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)**

NAME: Erica Cannarozzi  
ADDRESS: 416 Arlington Street  
CITY/TOWN: Acton STATE: MA ZIP CODE: 01720  
CONTACT PHONE NUMBER: (978) 771-0410 FAX NUMBER:  
EMAIL: ecannarozz@aol.com

**7. DESCRIPTION OF PREMISES:**

Please provide a complete description of the premises. Please note that this must be identical to the description on the Form 43. **Your description MUST include: number of floors, number of rooms on each floor, any outdoor areas to be included in licensed area, and total square footage.** i.e.: "Three story building, first floor to be licensed, 3 rooms, 1 entrance 2 exits (3200 sq ft); outdoor patio (1200 sq ft); Basement for storage (1200 sq ft). Total sq ft = 5600."

Two story building, first floor to be licensed, five rooms, 1 entrance 3 exits (3364 sq. ft.); outdoor patio (400 sq. ft.); basement for storage, 1 exit, (1000 sq. ft.). Total sq. ft. = 4764 sq. ft.

Total Square Footage: 4764 Number of Entrances: 1 Number of Exits: 4  
Occupancy Number: 180 Seating Capacity: 146

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

**8. OCCUPANCY OF PREMISES:**

By what right does the applicant have possession and/or legal occupancy of the premises? Final Lease

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): Trust Other:

Name: CFT Realty Trust John P. Cieri, Trustee Phone: (781)801-0914

Address: 785 Washington Street City/Town: Norwood State: MA Zip: 02062

Initial Lease Term: Beginning Date upon license transfer Ending Date 3 yrs

Renewal Term: 3 yrs from start date Options/Extensions at: 2 options of 5 Years Each

Rent: \$24,000.00 Per Year Rent: \$2,000.00 Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?  
Yes  No

If Yes, Landlord Entity must be listed in Question # 10 of this application.

If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

**9. LICENSE STRUCTURE:**

The Applicant is a(n):  Other :

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization:

State of Incorporation/Organization:

Is the Corporation publicly traded? Yes  No

**10. INTERESTS IN THIS LICENSE:**

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license.

**IMPORTANT ATTACHMENTS (4):**

A. All individuals or entities listed below are required to complete a Personal Information Form.

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form (unless they are a landlord entity)

Name	All Titles and Positions	Specific % Owned	Other Beneficial Interest
Jacqueline L Cannarozzi	Corporate Stockholder	100%	none
Erica S Cannarozzi	President	0%	none
Erica S Cannarozzi	Treasurer	0%	none
Erica S Cannarozzi	Director	0%	none
Erica S Cannarozzi	Clerk	0%	none
Erica S Cannrozz	Manager	0%	none

\*If additional space is needed, please use last page.

**11. EXISTING INTEREST IN OTHER LICENSES:**

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes  No  If yes, list said interest below:

Name	License Type	Licensee Name & Address
	<input type="text" value="Please Select"/>	

\*If additional space is needed, please use last page.

**12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:**

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license 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 said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

**13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:**

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes  No  If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

**14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :**

**A.) For Individual(s):**

1. Are you a U.S. Citizen? Yes  No

2. Are you a Massachusetts Residents? Yes  No

**B.) For Corporation(s) and LLC(s) :**

1. Are all Directors/LLC Managers U.S. Citizens? Yes  No

2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes  No

3. Is the License Manager a U.S. Citizen? Yes  No

**C.) For Individual(s), Shareholder(s), Member(s), Director(s) and Officer(s):**

1.. Are all Individual(s), Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes  No

**15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:**

**A.) For Individual(s):**

1. Are you a U.S. Citizen? Yes  No

**B.) For Corporation(s) and LLC(s) :**

1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes  No

2. Is the License Manager or Principal Representative a U.S. Citizen? Yes  No

**C.) For Individual(s), Shareholder(s), Member(s), Director(s) and Officer(s):**

1.. Are all Individual(s), Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes  No

**16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:**

A. Purchase Price for Real Property:	\$0.00
B. Purchase Price for Business Assets:	\$125,000.00
C. Costs of Renovations/Construction:	\$0.00
D. Initial Start-Up Costs:	\$3,000.00
E. Purchase Price for Inventory:	\$0.00
F. Other: (Specify)	
<b>G: TOTAL COST</b>	<b>\$128,000.00</b>
<b>H. TOTAL CASH</b>	<b>\$31,000.00</b>
<b>I. TOTAL AMOUNT FINANCED</b>	<b>\$97,000.00</b>

**IMPORTANT ATTACHMENTS (5):** Any individual, LLC, corporate entity, etc. providing funds of \$50,000 or greater towards this transaction, must provide proof of the source of said funds. Proof may consist of three consecutive months of bank statements with a minimum balance of the amount described, a letter from your financial institution stating there are sufficient funds to cover the amount described, loan documentation, or other documentation.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

**17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):**

Erica Cannarozzi, President, is receiving a gift of \$35,000 from her natural mother Sybil Ann Southall.

\*If additional space is needed, please use last page.

**18. LIST EACH LENDER AND LOAN AMOUNT(S) FROM WHICH "TOTAL AMOUNT FINANCED" NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:**

Name	Dollar Amount	Type of Financing
Thiaggio Gomes, Seller	\$97,000.00	weekly no interest payments

\*If additional space is needed, please use last page.

B. Does any individual or entity listed in §17 or §18 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes  No

If yes, please describe:

**19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)**

A.) Is the applicant seeking approval to pledge the license?  Yes  No

1. If yes, to whom:

2. Amount of Loan:  3. Interest Rate:  4. Length of Note:

5. Terms of Loan :

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock?  Yes  No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory?  Yes  No

If yes, to whom:

**IMPORTANT ATTACHMENTS (6):** If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

**20. CONSTRUCTION OF PREMISES:**

Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises:  Yes  No

Minor redecorating, minimal interior painting.

21. ANTICIPATED OPENING DATE:

IF ALL OF THE INFORMATION AND  
ATTACHMENTS ARE NOT COMPLETE  
THE APPLICATION WILL BE  
**RETURNED**

**APPLICANT'S STATEMENT**

I, Erica Cannarozzi the:  sole proprietor;  partner;  corporate principal;  LLC/LLP member  
Authorized Signatory

of SEJS Restaurant Group, Inc., hereby submit this application for transfer of all alcohol license  
Name of the Entity/Corporation Transaction(s) you are applying for

(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 statement 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 does not violate any requirement of the ABCC or other state law or local ordinances;
- (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 Application information 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.

Signature:



Date: 05/12/2016

Title:

President

**SEJS RESTAURANT GROUP, INC.  
UNANIMOUS CONSENT OF DIRECTOR**

May 11, 2016

We, the undersigned, being all the directors of the corporation hereby adopt pursuant to Massachusetts General Laws c. 156D ' 8.21, the following resolutions and hereby direct that the same be filed with the minutes of the meetings of directors of the corporation as though voted and resolved at a regularly scheduled and noticed meeting of said directors, to wit:

RESOLVED, That the corporation apply for a liquor license for use at the premises leased by the corporation at 78 Front Street, Ashland, MA 01721 and that Erica S. Cannarozzi, President be, and she hereby is, authorized to sign all applications and forms required to carry out the intent of this resolution; and

RESOLVED FURTHER, That Erica S. Cannarozzi be appointed manager for purposes of any and all licenses including, but not limited to, an all alcohol beverage license for the aforesaid premises; and

RESOLVED FURTHER, That this resolution shall continue in force until express written notice of its rescission or modification has been furnished to and received by all those having the need for such notice.

  
Erica S. Cannarozzi, Sole Director



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**MANAGER APPLICATION**

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

**1. LICENSEE INFORMATION:**

Legal Name of Licensee:  Business Name (dba):

Address:

City/Town:  State:  Zip Code:

ABCC License Number:  (if existing licensee) Phone Number of Premise:

**2. MANAGER INFORMATION:**

A. Name:  B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises:

**3. CITIZENSHIP INFORMATION:**

A. Are you a U.S. Citizen: Yes  No  B. Date of Naturalization:  C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as U.S. Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

**4. BACKGROUND INFORMATION:**

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes  No

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes  No

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes  No

If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

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

Signature  Date

**Additional Space**

Please note which question you are using this space for.

Application for Retail Alcoholic Beverage License, Questions 11, 12, and 13.  
Manager Application, Questions 4a, 4b, and 4c.

On June 24, 2015 the ABCC approved an application for a Retail Alcoholic Beverage license #125000044 to Carlisle River, Inc. with me, Erica Cannarozzi, as Manager of Record. Though the license was approved by the ABCC and forwarded to the Town of Sudbury, it was never issued by the town for use. Also the location/restaurant which the license was to be used at, did not open. In communicating with the Town of Sudbury Board of Selectmen's office, they state that the license was returned to the ABCC. They also concur that the license was never issued by the town for use. Therefore the answers to the above questions are true as stated. Specifically, as to 4c, though the Commission did issue a license for that location, I, Erica Cannarozzi did not become Manager of Record as the license was never picked up from the Town of Sudbury, nor did the restaurant open.

Application for Retail Alcoholic Beverage License, Question 8.

The lease was signed on May 11, 2016 and is binding on both parties, pending approval of this license, (see #22 on attached lease.) As such, the date the lease was executed is stated on the lease but the lease commencement date is blank, as both parties await the Commission's approval.

Application for Retail Alcoholic Beverage License, Question 15 C)1.

Jacqueline Cannarozzi, 100% shareholder, will turn 21 years of age on June 28, 2016.



**The Commonwealth of Massachusetts  
William Francis Galvin**

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division  
One Ashburton Place, 17th floor  
Boston, MA 02108-1512  
Telephone: (617) 727-9640

Special Filing Instructions

**Articles of Organization**

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001220161

**ARTICLE I**

The exact name of the corporation is:

SEJS RESTAURANT GROUP, INC.

**ARTICLE II**

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

TO OWN AND OPERATE RESTAURANTS AND TO DO ANY AND ALL THINGS CORPORATIONS ARE ALLOWED IN THE COMMONWEALTH OF MASSACHUSETTS.

**ARTICLE III**

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	100,000	\$0.00	100

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

**ARTICLE IV**

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other

OF THIS CORPORATION, EXCEPT IN EACH CASE UPON THE FOLLOWING CONDITIONS: (A) IT SHALL BE THE DUTY OF: (I) ANY HOLDER OF ANY SHARES OF CAPITAL STOCK OF THE CORPORATION (INCLUDING A LEGAL REPRESENTATIVE OF A LEGALLY INCOMPETENT STOCKHOLDER) WHO DESIRES TO SELL, MAKE A LIFETIME GIFT OF OR OTHERWISE TRANSFER ANY SHARES OF SUCH STOCK (A TRANSFEROR STOCKHOLDER), AND (II) ANY PERSON (EXCEPT THE LEGAL REPRESENTATIVE(S) OF ANY DECEASED OR LEGALLY INCOMPETENT HOLDER OF ANY SUCH SHARES) WHO HAS ACQUIRED ANY SHARES OF SUCH STOCK OR THE RIGHT TO SUCH SHARES BY THE DEATH, INCAPACITY, DIVORCE, INSOLVENCY OR BANKRUPTCY OF A STOCKHOLDER, BY FORECLOSURE OF ANY PLEDGE OR OTHER LIEN OR BY OTHER PROCESS OF LAW (A TRANSFEREE STOCKHOLDER), TO OFFER FOR SALE IN WRITING (Y) ALL SHARES OF SUCH TRANSFEROR STOCKHOLDER DESIRED TO BE TRANSFERRED IN A TRANSACTION OF THE KIND DESCRIBED IN PARAGRAPH 1(A)(I) ABOVE, AND (Z) ALL SHARES ACQUIRED BY A TRANSFEREE STOCKHOLDER IN A TRANSFER OF THE KIND DESCRIBED IN PARAGRAPH 1(A)(II) ABOVE WITHIN THIRTY (30) DAYS AFTER THEIR RECEIPT (A TRANSFEROR STOCKHOLDER AND A TRANSFEREE STOCKHOLDER EACH BEING HEREINAFTER SOME TIMES CALLED AN OFFERING HOLDER), TO THE OTHER HOLDERS, IF ANY, OF SUCH STOCK OF THE CORPORATION, AT A PRICE NAMED BY SUCH OFFERING HOLDER (THE STATED PRICE), AND IN SUCH OFFER TO NAME AN ARBITRATOR WILLING TO ACT. ALL OF SUCH OTHER HOLDERS OF THE CORPORATION'S STOCK SHALL HAVE FORTY-FIVE (45) DAYS AFTER RECEIPT OF SUCH WRITTEN OFFER WITHIN WHICH TO ELECT TO PURCHASE ALL OR PART OF SAID SHARES FOR CASH AT THE STATED PRICE OR, AT THE ELECTION OF SUCH PURCHASERS, AT THE FAIR VALUE OF SUCH SHARES AS DETERMINED BY ARBITRATION AS HEREINAFTER PROVIDED. IF THERE BE MORE THAN ONE PURCHASING STOCKHOLDER HEREUNDER, EACH SHALL BE ENTITLED TO PURCHASE SAID SHARES IN PROPORTION TO THEIR RESPECTIVE HOLDINGS OF THE CORPORATION'S STOCK (DISREGARDING SHARES HELD BY THE OFFERING HOLDER), BUT ANY SHARES NOT PURCHASED BY A STOCKHOLDER MAY BE PURCHASED BY OTHER STOCKHOLDERS IN PROPORTION TO THEIR RESPECTIVE HOLDINGS OF STOCK (WITH SUCCESSIVE APPLICATIONS OF SAID FORMULA TO THE EXTENT NECESSARY). (B) IF THE OTHER HOLDERS OF STOCK SHALL NOT, WITHIN SAID FORTY-FIVE (45) DAY PERIOD AS AFORESAID, ELECT TO PURCHASE ALL OR PART OF SAID SHARES OF SAID OFFERING HOLDER, THEN THE OFFERING HOLDER SHALL IN WRITING OFFER TO SELL TO THE CORPORATION ANY REMAINING SHARES NOT SO PURCHASED BY OTHER HOLDERS, FOR PURCHASE AT THE STATED PRICE, AND IN SUCH OFFER THE OFFERING HOLDER SHALL NAME AN ARBITRATOR WILLING TO ACT. THE CORPORATION MAY, AT ANY TIME WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH OFFER, ELECT TO PURCHASE ALL OR PART OF SAID SHARES FOR CASH AT THE STATED PRICE OR, AT THE ELECTION OF THE CORPORATION, AT THE FAIR VALUE OF SUCH SHARES AS DETERMINED BY ARBITRATION, AS HEREINAFTER PROVIDED. 2. IF NEITHER THE CORPORATION NOR THE OTHER STOCKHOLDERS SHALL, WITHIN THE TIME LIMITS SPECIFIED ABOVE, ELECT TO PURCHASE ALL OFFERED SHARES OF THE OFFERING HOLDER, THEN SUCH OFFERING HOLDER SHALL BE FREE (A) IN THE CASE OF A TRANSFEREE STOCKHOLDER, TO RETAIN HIS SHARES SUBJECT TO THE TERMS HEREOF CONCERNING ANY PROPOSED TRANSFER IN THE FUTURE, AND (B) IN THE CASE OF ANY OTHER OFFERING HOLDER, WITHIN A PERIOD OF NINETY (90) DAYS THEREAFTER, TO consummate the sale or disposition of any shares not so purchased, but in case of a sale to a third party, such sale shall be for not less than said stated price and on other terms not more favorable to said purchaser than those contain

TO WHOM STOCK SHALL BE OFFERED, AS THE CASE MAY BE, SHALL NOTIFY THE OFFERING HOLDER OF THE NAME OF AN ARBITRATOR SELECTED BY IT OR THEM WHO IS WILLING TO ACT. IN CASE THE OFFER IS MADE TO MORE THAN ONE STOCKHOLDER, AN ARBITRATOR SELECTED BY STOCKHOLDERS WHO HAVE ELECTED TO PURCHASE A MAJORITY OF THE OFFERED SHARES SHALL BE DEEMED TO HAVE BEEN NAMED BY ALL THE PURCHASING STOCKHOLDERS; OTHERWISE, THERE SHALL BE A SEPARATE ARBITRATION BETWEEN THE OFFERING HOLDER AND EACH PURCHASING STOCKHOLDER. THE TWO ARBITRATORS SO CHOSEN (IN CASE OF EACH SUCH ARBITRATION), IF THEY CANNOT WITHIN THIRTY (30) DAYS AFTER THE SELECTION OF THE SECOND ARBITRATOR, AGREE UPON A PURCHASE PRICE, SHALL CHOOSE A THIRD ARBITRATOR. IT SHALL THEN BE THE DUTY OF THE THREE (3) ARBITRATORS SO CHOSEN TO HEAR THE PARTIES AND THEIR WITNESSES, AND ASCERTAIN THE FAIR VALUE OF THE STOCK AT THE TIME OF THE OFFER, AND THE VALUE AS DECIDED UPON BY THE TWO (2) ARBITRATORS FIRST CHOSEN OR AS DECIDED UPON BY ANY TWO (2) OF THE ARBITRATORS AFTER THE SELECTION OF THE THIRD ARBITRATOR, SHALL BE FINAL AND BINDING UPON THE PARTIES. 4. THE PURCHASE PRICE OF THE OFFERED SHARES SHALL BE THE STATED PRICE OR, IN THE CASE OF ARBITRATION AS DESCRIBED IN PARAGRAPH 3 ABOVE, THE FAIR VALUE THEREOF AT THE TIME OF THE OFFER AS SO DETERMINED BY THE ARBITRATORS, LESS THE AMOUNT OF ANY DIVIDENDS PAID THEREON BETWEEN THE TIME OF THE OFFER AND PAYMENT FOR SAID SHARES. THE PURCHASE PRICE AS THUS DETERMINED SHALL BE PAID IN CASH AND THE STOCK DELIVERED (WITH ALL CERTIFICATES DULY ENDORSED) AT A TIME, PLACE AND DATE (SELECTED BY THE PURCHASER(S)) WITHIN THIRTY (30) DAYS AFTER THE OFFERING HOLDER'S RECEIPT OF THE WRITTEN ELECTION TO PURCHASE AT THE STATED PRICE, OR AFTER AN AGREEMENT UPON A PRICE, OR AFTER RENDITION OF THE DECISION OF THE ARBITRATORS, AS THE CASE MAY BE. 5. THE FOREGOING PROVISIONS RESTRICTING THE TRANSFER OF CAPITAL STOCK OF THE CORPORATION MAY AT ANY TIME BE WAIVED, IN WHOLE OR IN PART, BY A MAJORITY OF THE BOARD OF DIRECTORS OF THE CORPORATION (QUORUM REQUIREMENTS NOTWITHSTANDING) NOT OWNING OF RECORD OR BENEFICIALLY THE SHARES IN QUESTION. IN ANY CASE WHERE STOCK IS OFFERED TO THE CORPORATION FOR PURCHASE BY IT, AND IN THE CASE OF THE RIGHT OF THE CORPORATION TO PURCHASE SHARES HELD BY A TRANSFEREE STOCKHOLDER, ALL ACTION REQUIRED OR ENTITLED TO BE TAKEN BY THE CORPORATION IN CONNECTION WITH SUCH OFFER, OR THE PURCHASE OF SUCH SHARES BY THE CORPORATION (INCLUDING WAIVER OF THE CORPORATION'S RIGHT TO PURCHASE) SHALL BE TAKEN BY VOTE OF A MAJORITY OF THE BOARD OF DIRECTORS OF THE CORPORATION (QUORUM REQUIREMENTS NOTWITHSTANDING) NOT OWNING OF RECORD OR BENEFICIALLY THE SHARES IN QUESTION. 6. IN CASE ANY PERSON FAILS, NEGLECTS OR REFUSES TO PERFORM HIS OBLIGATIONS UNDER ANY OF THE FOREGOING PROVISIONS RESTRICTING THE TRANSFER OF STOCK OF THE CORPORATION, OBLIGATING HIM TO OFFER AND SELL ANY OF HIS SHARES, TO APPOINT AN ARBITRATOR, OR UPON TENDER OF THE PURCHASE PRICE, TO TRANSFER THE SHARES AND SURRENDER THE CERTIFICATES THEREFOR, SAID SHARES SHALL, WHILE SUCH DEFAULT CONTINUES, NOT ENTITLE THE HOLDER TO ANY VOTING POWER WHATSOEVER, AND NO DIVIDENDS SHALL, WHILE SUCH DEFAULT CONTINUES, ARISE UPON, ACCRUE TO OR BE PAYABLE UPON SAID SHARES, EXCEPT THAT AFTER TRANSFER TO THE CORPORATION OR THE OTHER STOCKHOLDERS OF SAID SHARES PURSUANT TO THE FOREGOING PROVISIONS, SAID SHARES SHALL ENTITLE THE PURCHASER AND SUBSEQUENT HOLDERS, WITH RESPECT TO THE PERIOD FOLLOWING SUCH TRANSFER, TO THE SAME RIGHT

TO THE CORPORATION AT ITS PRINCIPAL OFFICE, AND IN CASE OF NOTICE TO A STOCKHOLDER OR ANYONE CLAIMING THROUGH OR UNDER HIM, TO SUCH PERSON AT THE ADDRESS OF SUCH STOCKHOLDER APPEARING ON THE BOOKS OF THE CORPORATION AT THE TIME OF SUCH NOTICE, AND SHALL BE DEEMED GIVEN UPON THE DATE OF THE FIRST ATTEMPTED DELIVERY OF SUCH NOTICE BY THE POSTAL SERVICE AS SHOWN ON THE RECEIPT FOR SUCH NOTICE OR THE RETURNED ITEM ITSELF, BUT THESE PROVISIONS SHALL NOT PREVENT THE GIVING OF ACTUAL NOTICE IN ANY OTHER MANNER. 9. NO TRANSFER OR OTHER DISPOSITION OF SHARES OF STOCK IN VIOLATION OF THE FOREGOING PROVISIONS SHALL BE VALID OR ENTITLE ANY PERSON TO HAVE ANY SHARES TRANSFERRED UPON THE BOOKS OF THE CORPORATION. EVERY HOLDER OF A SHARE OF SUCH STOCK OF THE CORPORATION, WHETHER AN ORIGINAL HOLDER, OR ONE CLAIMING THROUGH OR UNDER A STOCKHOLDER, SHALL BE HELD BY THE FACT OF HIS ACCEPTANCE OF SHARES TO HAVE ASSENTED TO THE PROVISIONS OF THIS ARTICLE V, AND SHALL HOLD SAID SHARES SUBJECT HERETO. 10. THE FOREGOING PROVISIONS SHALL NOT APPLY TO, OR IN ANY WAY RESTRICT, THE SALE OR TRANSFER OF ANY SHARES OF STOCK OF THE CORPORATION: I. BY A REGISTERED HOLDER OR HIS LEGAL REPRESENTATIVE TO ONE OR MORE TRUSTEES FOR THE BENEFIT OF THE SAME; OR II TO ONE OR MORE VOTING TRUSTEES UNDER A VOTING TRUST AGREEMENT TO WHICH THE HOLDERS OF ALL OF THE OUTSTANDING COMMON STOCK ARE PARTIES.

#### ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

THE CORPORATION MAY BE A PARTNER IN ANY BUSINESS ENTERPRISE WHICH IT WOULD HAVE THE POWER TO CONDUCT BY ITSELF. MEETINGS OF THE STOCKHOLDERS OF THIS CORPORATION MAY BE HELD ANYWHERE WITHIN THE UNITED STATES, AS THE DIRECTORS MAY DETERMINE. MEETINGS OF DIRECTORS AND STOCKHOLDERS MAY BE HELD TELEPHONICALLY OR ELECTRONICALLY AS THE DIRECTORS MAY DETERMINE. THE DIRECTORS SHALL HAVE THE POWER TO FIX, FROM TIME TO TIME, THEIR OWN COMPENSATION AND THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CORPORATION. TO THE FULLEST EXTENT THAT CHAPTER 156D OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS (OR ANY SUCCESSOR PROVISION), AS THE SAME EXISTS OR MAY HEREAFTER BE AMENDED, PERMITS ELIMINATION OR LIMITATION OF THE LIABILITY OF DIRECTORS, NO DIRECTOR SHALL BE LIABLE TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES ON ACCOUNT OF ANY BREACH OF THE FIDUCIARY DUTIES OF SUCH DIRECTOR. SO AS TO INDUCE OFFICERS AND DIRECTORS OF THE CORPORATION (INCLUDING PERSONS ELECTED BY THE DIRECTORS TO FILL VACANCIES IN THE BOARD OR IN SUCH OFFICES) TO SERVE AS SUCH, AND TO INDUCE OTHERS TO SERVE AS SUCH, AND AS PARTIAL CONSIDERATION FOR SUCH SERVICES, TO THE EXTENT LEGALLY PERMISSIBLE THE CORPORATION SHALL REIMBURSE, EXONERATE, HOLD HARMLESS AND INDEMNIFY EACH PRESENT AND FUTURE DIRECTOR AND OFFICER OF THE CORPORATION FOR, FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES TO WHICH HE MAY BECOME SUBJECT BY REASON OF HIS BEING A DIRECTOR OR OFFICER, OR BY REASON OF HIS ACTS OR OMISSIONS AS A DIRECTOR OR OFFICER, AND SHALL REIMBURSE, EXONERATE, HOLD HARMLESS AND INDEMNIFY EACH SUCH DIRECTOR AND OFFICER FOR ALL LEGAL AND OTHER EXPENSES REASONABLY INCURRED BY HIM IN CONNECTION WITH HIS SERVICE AS SUCH.

FICERS SHALL NOT BE EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH THEY MAY BE LAWFULLY ENTITLED. THE DIRECTORS SHALL FURTHER HAVE THE RIGHT TO AUTHORIZE INDEMNIFICATION BY THE CORPORATION UP TO THE EXTENT ABOVE STATED OF EMPLOYEES AND OTHER AGENTS OF THE CORPORATION (INCLUDING PERSONS WHO SERVE AT ITS REQUEST AS DIRECTORS OR OFFICERS OF ANOTHER ORGANIZATION IN WHICH IT OWNS SHARES OR OF WHICH IT IS A CREDITOR) AND ANY SUCH INDEMNIFICATION MAY BE PROVIDED ALTHOUGH THE PERSON TO BE INDEMNIFIED IS NO LONGER AN OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF THE CORPORATION.

**Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.**

#### ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

Later Effective Date: Time:

#### ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

**a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:**

Name: ERICAS. CANNAROZZI  
No. and Street: 416 ARLINGTON STREET  
City or Town: ACTON State: MA Zip: 01720 Country: USA

**c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ERICA S CANNAROZZI	416 ARLINGTON STREET ACTON, MA 01720 US
TREASURER	ERICA S CANNAROZZI	416 ARLINGTON STREET ACTON, MA 01720 US
SECRETARY	ERICA S CANNAROZZI	416 ARLINGTON STREET ACTON, MA 01720 US
DIRECTOR	ERICA S CANNAROZZI	416 ARLINGTON STREET ACTON, MA 01720 US

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 416 ARLINGTON STREET  
City or Town: ACTON State: MA Zip: 01720 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 416 ARLINGTON STREET  
City or Town: ACTON State: MA Zip: 01720 Country: USA

which is

its principal office  
 an office of its secretary/assistant secretary  
 an office of its transfer agent  
 its registered office

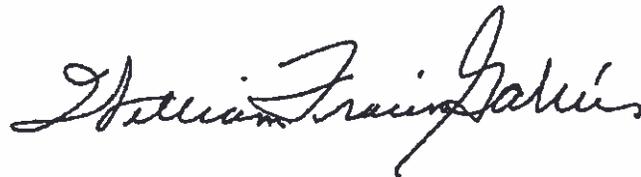
Signed this 22 Day of April, 2016 at 3:55:46 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

ERICA S. CANNAROZZI, PRESIDENT

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

April 22, 2016 03:54 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

# Purchase and Sale Agreement

This agreement is made this 17<sup>th</sup> day of May, 2016.

between Seller : Thiago Gomes

and Buyer: SEJS Restaurant Group Inc.

Seller agrees to sell and buyer agrees to buy the following described business:

Business Name: Kelly's Restaurant & Bar

Street Address: 78 Front St., Ashland, MA 01721

Business included: All Fixtures, Furniture, Equipment, and Leasehold Improvements.

Deposit with Offer	\$ 1,000.00
Deposit with Purchase and Sale	\$ None
Cash To Seller At Closing	\$ 25,000.00
Seller Financing	\$ 99,000.00

Please see Additional Terms below

Purchase Price \$125,000.00

This transaction shall close ~~on or before~~ <sup>EBC</sup> ~~after~~ <sup>TMG</sup> ~~2016.~~ Closing will be held at <sup>TMG</sup> ~~at~~ <sup>EBC</sup> approval, transfer, and possession of current liquor license.

Seller(s) agrees to provide Bill of Sale.

## ADDITIONAL TERMS AND CONDITIONS:

- 1 Seller financing of \$99,000.00 for a term of 49 weeks. 48 payments of \$2,000 each shall be due on Monday of each week commencing with the first payment of \$2,000 due at closing. The last payment shall be \$1,000 and shall be due on the 49<sup>th</sup> Monday.
- 2 Buyer obtaining the liquor license and the lease.
- 3 Liquor inventory to be determined at time of closing <sup>at the Buyer's option.</sup>

The undersigned have read the above information and hereby agree to its terms.

SELLER: [Signature] Date 05/17/16 BUYER: [Signature] Date 5/17/16  
BUYER: [Signature] Date 5/17/16  
President SEJS Restaurant Group, Inc

# COMMERCIAL LEASE

THIS LEASE is made on the 11<sup>TH</sup> day of MAY, 2016

The Landlord hereby agrees to lease to the Tenant, and the Tenant hereby agrees to hire and take from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

LANDLORD: CFT REALTY TRUST  
JOHN P. CIERI, TRUSTEE  
Address: 785 WASHINGTON ST  
NORWOOD MA 02062

TENANT(S): SETS RESTAURANT GROUP INC.  
ERICA CANNAROZZI  
Address: 416 ARLINGTON ST.  
ACTON MA 01720

1. **Leased Premises.** The Leased Premises are those premises described as:

SEE PAGE 3

2. **Term.** The term of the Lease shall be for a period of 3 year(s) commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2016

ending on the \_\_\_\_\_ day of \_\_\_\_\_, unless sooner terminated as hereinafter provided. If Tenant remains in possession of the Leased Premises with the written consent of the Landlord after the lease expiration date stated above, this Lease will be converted to a month-to-month Lease and each party shall have the right to terminate the Lease by giving at least one month's prior written notice to the other party.

3. **Rent.** The Tenant agrees to pay the ANNUAL RENT of TWENTY FOUR THOUSAND Dollars (\$ 24,000.

payable in equal installments \$2,000.00 in advance on the first day of each and every calendar month during the FIRST TWO YEARS AND \$2,200. FOR THE THIRD YEAR.

4. **Rent Adjustment.** If in any tax year commencing with the fiscal year 2016, the real estate taxes on the land and buildings, of which the Leased Premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year (hereinafter called the "Base Year"), Tenant will pay to Landlord as additional rent hereunder, when and as designated by notice in writing by Landlord,

SIXTY per cent of such excess that may occur in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year.

5. **Security Deposit.** The sum of FOUR THOUSAND Dollars (\$4,000.00) is deposited by the Tenant with the Landlord as security for the faithful performance of all the covenants and conditions of the lease by the said Tenant. If the Tenant faithfully performs all the covenants and conditions on his part to be performed, then the sum deposited shall be returned to the Tenant.

6. **Delivery of Possession.** If for any reason the Landlord cannot deliver possession of the leased property to the Tenant when the lease term commences, this Lease shall not be void or voidable, nor shall the Landlord be liable to the Tenant for any loss or damage resulting therefrom. However, there shall be an abatement of rent for the period between the commencement of the lease term and the time when the Landlord delivers possession.

7. **Use of Leased Premises.** The Leased Premises may be used only for the following purpose(s):

SEE PAGE 3

8. **Utilities.** Except as specified below, the Tenant shall be responsible for all utilities and services that are furnished to the Leased Premises. The application for and connecting of utilities, as well as all services, shall be made by and only in the name of the Tenant: (List exceptions, if any)

9. **Condition of Leased Premise; Maintenance and Repair.** The Tenant acknowledges that the Leased Premises are in good order and repair. The Tenant agrees to take good care of and maintain the Leased Premises in good condition throughout the term of the Lease.

The Tenant, at his expense, shall make all necessary repairs and replacements to the Leased Premises, including the repair and replacement of pipes, electrical wiring, heating and plumbing systems, fixtures and all other systems and appliances and their appurtenances. The quality and class of all repairs and replacements shall be equal to or greater than the original worth. If Tenant defaults in making such repairs or replacements, Landlord may make them for Tenant's account, and such expenses will be considered additional rent.

10. **Compliance with Laws and Regulations.** Tenant, at its expense, shall promptly comply with all federal, state, and municipal laws, orders, and regulations, and with all lawful directives of public officers, which impose any duty upon it or Landlord with respect to the Leased Premises. The Tenant at its expense, shall obtain all required licenses or permits for the conduct of its business within the terms of this lease, or for the making of repairs, alterations, improvements, or additions. Landlord, when necessary, will join with the Tenant in applying for all such permits or licenses.

11. **Alterations and Improvements.** Tenant shall not make any alterations, additions, or improvements to, or install any fixtures on, the Leased Premises without Landlord's prior written consent. If such consent is given, all alterations, additions, and improvements made, and fixtures installed by Tenant shall become Landlord's property at the end of the Lease term. Landlord may, however, require Tenant to remove such fixtures, at Tenant's expense, at the end of the Lease term.



12. Assignment/Subletting Restrictions. Tenant may not assign this agreement or sublet the Leased Premises without the prior written consent of the Landlord. Any assignment, sublease or other purported license to use the Leased Premises by Tenant without the Landlord's consent shall be void and shall (at Landlord's option) terminate this Lease.

13. Insurance.

(i) By Landlord. Landlord shall at all times during the term of this Lease, at its expense, insure and keep in effect on the building in which the Leased Premises are located fire insurance with extended coverage. The Tenant shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the applicable fire insurance rating association. Tenant shall on demand reimburse the Landlord, and all other tenants, the full amount of any increase in insurance premiums caused by the Tenant's use of the premises.

(ii) By Tenant. Tenant shall, at its expense, during the term hereof, maintain and deliver to Landlord public liability and property damage and plate glass insurance policies with respect to the Leased Premises. Such policies shall name the Landlord and Tenant as insureds, and have limits of at least \$1,000,000 for injury or death to any one person and \$2,000,000 for any one accident, and \$50,000 with respect to damage to property and with full coverage for plate glass. Such policies shall be in whatever form and with such insurance companies as are reasonably satisfactory to Landlord, shall name the Landlord as additional insured, and shall provide for at least ten days' prior notice to Landlord of cancellation.

14. Indemnification of Landlord. Tenant shall defend, indemnify, and hold Landlord harmless from and against any claim, loss, expense or damage to any person or property in or upon the Leased Premises, arising out of Tenant's use or occupancy of the Leased Premises, or arising out of any act or neglect of Tenant or its servants, employees, agents, or invitees.

15. Condemnation. If all or any part of the Leased Premises is taken by eminent domain, this lease shall expire on the date of such taking, and the rent shall be apportioned as of that date. No part of any such award shall belong to Tenant.

16. Destruction of Premises. If the building in which the Leased Premises is located is damaged by fire or other casualty, without Tenant's fault, and the damage is so extensive as to effectively constitute a total destruction of the property or building, this Lease shall terminate and the rent shall be apportioned to the time of the damage. In all other cases of damage without Tenant's fault, Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the Leased Premises wholly or partially untenantable, the rent shall be apportioned until the damage is repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond the Landlord's control.

17. Landlord's Rights upon Default. In the event of any breach of this lease by the Tenant, which shall not have been cured within TEN (10) DAYS, then the Landlord, besides other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the Leased Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant. If the Landlord elects to reenter as herein provided, or should it take possession pursuant to any notice provided for by law, it may either terminate this Lease or may, from time to time, without terminating this lease, relet the Leased Premises or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as the Landlord in Landlord's own discretion may deem advisable. Should rentals received from such reletting during any month be less than that agreed to be paid during the month by the Tenant hereunder, the Tenant shall pay such deficiency to the Landlord monthly. The Tenant shall also pay to the Landlord, as soon as ascertained, the cost and expenses incurred by the Landlord, including reasonable attorneys fees, relating to such reletting.

18. Quiet Enjoyment. The Landlord agrees that if the Tenant shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be performed, the Tenant shall peaceably hold and enjoy the said rented premises without hindrance or interruption by the Landlord or by any other person or persons acting under or through the Landlord.

19. Landlord's Right to Enter. Landlord may, at reasonable times, enter the Leased Premises to inspect it, to make repairs or alterations, and to show it to potential buyers, lenders or tenants.

20. Surrender upon Termination. At the end of the lease term the Tenant shall surrender the leased property in as good condition as it was in at the beginning of the term, reasonable use and wear excepted.

21. Subordination. This lease, and the Tenant's leasehold interest, is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the Leased Premises by Landlord, any and all extensions of such liens and encumbrances and all advances paid under such liens and encumbrances.

22. Additional Provisions:

- 1. SEE ADDENDUM A
2. STARTING DATE OF THIS LEASE WILL BE AT THE DATE OF TRANSFER OF THE ALCOHOL BEVERAGE LICENSE.

23. Miscellaneous Terms.

(i) Notices. Any notice, statement, demand or other communication by one party to the other, shall be given by personal delivery or by mailing the same, postage prepaid, addressed to the Tenant at the premises, or to the Landlord at the address set forth above.

(ii) Severability. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

(iii) Waiver. The failure of either party to enforce any of the provisions of this lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.

(iv) Complete Agreement. This Lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.

(v) Successors. This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.

IN WITNESS WHEREOF the parties have set their hands and seals on this 11th day of May, 2016.

John P. Cieri
Landlord or Landlord's Authorized Agent

Erica Ray
Tenant

2.Terms: Tenant shall have the option for two(2) additional five (5)year terms at an increase of \$200.00 per month for each term. Said option shall be exercised in notice and addressed to Landlord 785 Washington Street, Norwood, MA 02062 by registered or certified mail. Notice shall be received by the landlord on or before \_\_\_\_\_ for the first option and \_\_\_\_\_ for the second option.

5.Security Deposit :Landlord has the right to use these funds to bring up to date any missing utility payments. Tenant will have ten(10).days to replenish any funds spent by Landlord within lease agreement

7.Use of Leased Premises : The premises shall be used only as a restaurant and tavern business .The tenant does hereby agree to make no other use of the premises except as a restaurant or tavern business. In addition, the Tenant does hereby agree to continue to operate said business in the same manner and upon the same conditions as are usual to this type of business. Notwithstanding any terms or condition herein, the Tenant does hereby agree to comply with each rule and regulation imposed upon the operation of business by the Board of Selectmen of the town of Ashland and the Ashland Board of Health. The Tenant does hereby agree that the Tenant has been advised of all said rules and restrictions and does hereby agree to the same

8.Utilities: Tenant shall be responsible for all utilities for the second floor( 80 Front Street, Ashland MA) Tenant shall also be responsible for acquiring the water/sewer invoice from the Town of Ashland and pay it in a timely manner.

10.Proof: Tenant must show proof of up-to-date meals taxes and any other taxes required by law at the request of the Landlord.

13. Should Tenant wish Landlord to provide fire insurance with extended coverage the monthly rent shall be increased by \$400.00 or the cost of said insurance .

22.Additional Provisions;

- (1) The Tenant shall be responsible for snow removal for the entrances and exits as well as the driveways that are used by the restaurant business.
- (2) Lease not to be recorded. Tenant agree that it will not be recorded.
- (3) Lease premises does not include parking. All employees will park off premises.
- (4) For any rent payment not paid by due date, Tenant will pay a late fee of \$ 75.00.
- (5) Landlord hereby grants to Tenant the right of first refusal to purchase the real property at 78Front Street, Ashland,MA. Landlord agrees to inform Tenant in writing to the event the Landlord receives a bona fide Offer to Purchase which is acceptable to Landlord. The Tenant shall have twenty(20) days to exercise right of first refusal by entering a Purchase and Sales Agreement.

Dated: May 11, 2016

LANDLORD	TENANT
Name of Business: <u>CFT REALTY TRUST</u>	Name of Business: <u>SEJS RESTAURANT GROUP INC</u>
at <u>785 WASHINGTON ST, NORWOOD MA</u>	at <u>78 FRONT ST, ASHLAND MA</u>

By: <u>John P. Cieri</u>	By: <u>Erica Cannarozzi</u>
Printed Name: <u>JOHN P. CIERI</u>	Printed Name: <u>ERICA CANNAROZZI</u>

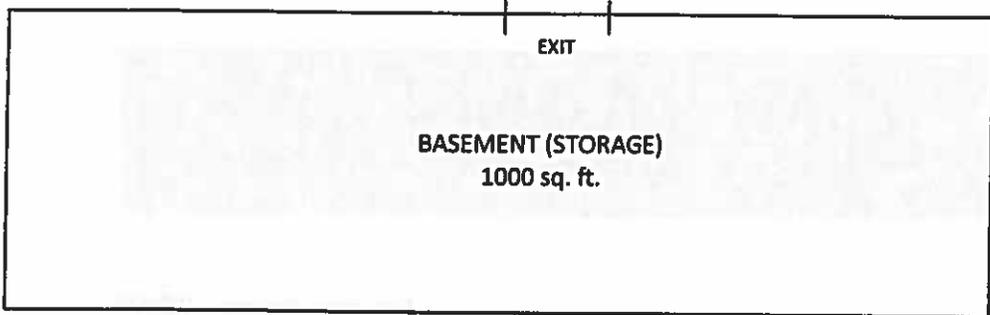
Title: <u>TRUSTEE</u>	Title: <u>PRESIDENT, TREASURER</u>
Address: <u>785 WASHINGTON ST</u> <u>NORWOOD MA 02062</u>	Address: <u>416 ARLINGTON ST</u> <u>ACTON MA 01720</u>

[ ] GUARANTOR

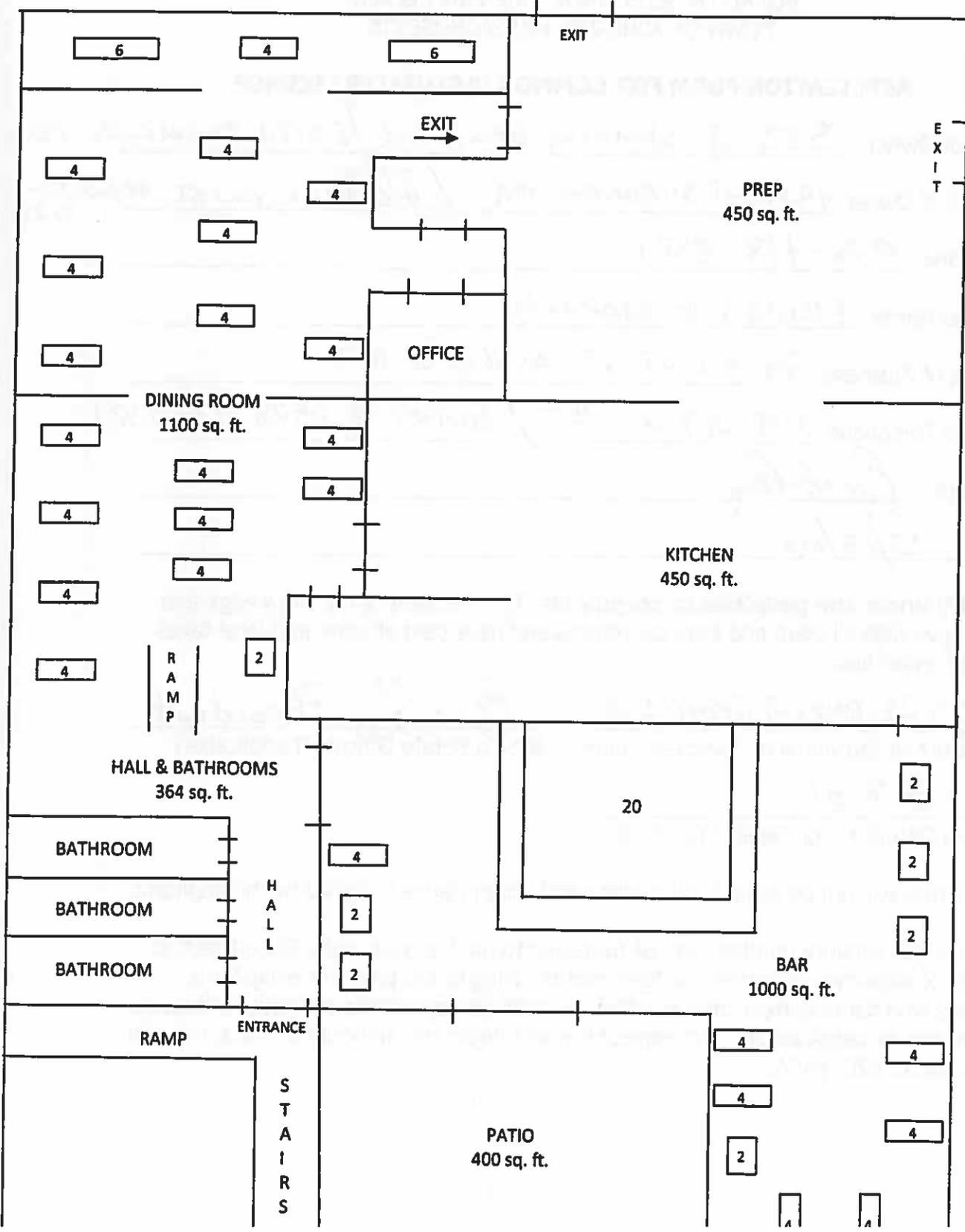
By signing this lease, I personally guarantee the performance of all financial obligations of ERICA'S RISTORANTE under this lease.

Dated: <u>May 11, 2016</u>	Printed Name: <u>ERICA CANNAROZZI</u>
Title: <u>PRESIDENT, TREASURER</u>	Address: <u>416 ARLINGTON ST</u>
<u>SEJS RESTAURANT GROUP INC</u>	<u>ACTON MA 01720</u>

16 44



TOTAL  
4764 sq. ft.



6 4 6

EXIT

EXIT

EXIT

PREP  
450 sq. ft.

OFFICE

DINING ROOM  
1100 sq. ft.

KITCHEN  
450 sq. ft.

RAMP

HALL & BATHROOMS  
364 sq. ft.

20

BATHROOM

BATHROOM

BATHROOM

HALL

BAR  
1000 sq. ft.

RAMP

ENTRANCE

STAIRS

PATIO  
400 sq. ft.

4

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# Town of Ashland

MASSACHUSETTS

Fee: **\$50.00**

License Year: **2016**

BOARD OF SELECTMEN, LICENSING BOARD  
TOWN OF ASHLAND, MASSACHUSETTS

### APPLICATION FORM FOR COMMON VICTUALLER LICENSE

Name of Owner: SESS RESTAURANT GROUP INC. / ERICA CANNARIZZI PRES.

Address of Owner: 78 FRONT ST ASHLAND MA / HOME 416 ARLINGTON ST. ACTON MA 01720

Telephone: 978-478-8321

Business Name: ERICA'S RISTORANTE

Address of Business: 78 FRONT ST ASHLAND MA

Business Telephone: NOT SET UP YET / CONTACT # 1-978-478-8321

Signature: Erica Cannarizzi

Date: 5/13/16

**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.

SESS RESTAURANT GROUP INC.

Erica Cannarizzi, President

\* Signature of Individual or Corporate Name

By: Corporate Officer (If applicable)

81-2348561

\*\* 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.



# Town of Ashland

MASSACHUSETTS

## LIQUOR LICENSE RENEWAL AFFIDAVIT OF CRIMINAL HISTORY

I, Erica S. Cannarozzi, of  
(Print Full Name)

416 Arlington St. Acton, MA 01720, swear or affirm:  
(Address)

My date of birth is: 08/01/1969.  
(dd/mm/yyyy)

ESC  
(Initial)

I certify that I have **not** been convicted of any state, federal or military criminal offenses during the preceding twelve (12) months, including any minor traffic offenses in which drugs and alcohol were involved.

OR

\_\_\_\_\_  
(Initial)

I certify that I **have** been convicted of the following state, federal or military criminal offenses during the preceding twelve (12) months: (Traffic convictions involving drugs or alcohol must be included). Use additional sheet if necessary.

Offense: \_\_\_\_\_  
Date of Conviction: \_\_\_\_\_  
Name of Court: \_\_\_\_\_  
Docket No.: \_\_\_\_\_

Signed under the pains and penalties of perjury,

Signature: Erica Cannarozzi

Date: 5/12/16



Print Main Menu

Do not click Back-Space to leave this window



# Certificate of Completion

This Certificate of Completion of  
**eTIPS On Premise 2.0**  
For coursework completed on May 11, 2016  
provided by Health Communications, Inc.  
is hereby granted to:

**Erica Cannarozzi**

Certification to be sent to:

416 Arlington St  
Acton MA, 01720-2131 USA



HEALTH COMMUNICATIONS INC.

This document is not proof of TIPS verification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.





Grantor: Town of Ashland  
101 Main Street  
Ashland, MA 01721

Grantee: Massachusetts Audubon Society, Inc.  
Property Address: Chestnut, Eliot, and Prospect Streets  
For title, see Book 59237 Pages 246 and 252

**GRANT OF CONSERVATION RESTRICTION**  
**TO**  
**MASSACHUSETTS AUDUBON SOCIETY**

**WARREN WOODS, ASHLAND, MASSACHUSETTS**

The Town of Ashland, with an address of 101 Main Street, Ashland, MA, 01721, being the sole owner of the granted premises and intending hereby to bind itself and its successors and assigns (hereinafter referred to collectively as the "Grantor"), acting by and through its Board of Selectmen with respect to the "Building Envelope" as hereinafter defined, and by and through its Conservation Commission with respect to the remainder of the Premises, pursuant to Sections 31, 32 and 33 of Chapter 184 of the General Laws of Massachusetts, for consideration of One Hundred Fifteen Thousand Dollars (\$115,000.00) paid, receipt of which is hereby acknowledged, hereby grants, with Quitclaim Covenants, to **Massachusetts Audubon Society, Inc.**, a Massachusetts Non-Profit Corporation having its usual place of business at 208 South Great Road, Lincoln, MA, 01773, and its successors and permitted assigns (hereinafter referred to as the "Grantee"), in perpetuity and exclusively for conservation and historic preservation purposes, the following Conservation Restriction on two parcels of land totaling 117.11 +/- acres located in the Town of Ashland, Middlesex County, Massachusetts, known as Warren Woods, (the "Premises"), said parcels being bounded and described in Exhibit A hereto, and shown as parcels 'A-1' and 'A-2' on a plan titled "Plan of Land in Ashland Massachusetts," dated May 23, 2012, prepared by Schofield Brothers of New England, Inc. and recorded in the Middlesex South Registry of Deeds as Plan 364 of 2012, a reduced copy of which is included herewith as Exhibit B.

Some of the boundaries of the Premises have been staked with stone or concrete bounds as more particularly described in Exhibit A and delineated in the plan referenced in Exhibit B. This Grant of Conservation Restriction is required by that certain Project Agreement entered into by and between the Town of Ashland and the Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs Division of Conservation Services, dated May 8, 2012 and recorded in the Middlesex South District Registry of Deeds at Book 59237 Page 257 in fulfillment of a LAND grant to the Town of Ashland (Ashland grant #1 in the amount of \$500,000), as well as the Community Preservation Act (MGL Chapter 44B) pursuant to the Ashland Town Meeting vote of November 29, 2010 in Exhibit C. For Grantor's title see Middlesex South District Registry of Deeds Book 59237 Page 246 and Book 59237 Page 252.

## **I. Purposes**

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of the Conservation Restriction is to assure that the Premises will be retained in perpetuity predominantly in their natural, scenic and undeveloped condition and for the preservation of its historic landscape, and to prevent any use of the Premises that would significantly impair or interfere with the conservation and historic values of the Premises.

The public benefits resulting from conservation and preservation of the Premises include, without limitation:

- A. Protection of Scenic Resources. The Premises comprise part of a highly scenic landscape. Chestnut and Eliot Streets are both designated scenic roads under Ashland's Scenic Road bylaw. Protection of the Premises will preserve the scenic character and scenic views of open and historic landscape.
- B. Historic Preservation. The Premises are part of what was once the 175-acre homestead of Henry Warren, Ashland's most famous citizen. Warren was the inventor of the electric clock, a prolific entrepreneur, a public servant, philanthropist and environmentalist. The Warren estate is listed in the June 2010 "Communitywide Historic Properties Survey" of Ashland, commissioned by the Ashland Historical Commission, and may be eligible for future state and federal historic designations.
- C. Protection of Wildlife Habitats. Conservation of the Premises will protect habitat (including grasslands, meadows, woodlands and wetlands) used by a variety of wildlife including nesting grassland birds. The Premises also functions as a vibrant wildlife corridor enhancing the ecological value and integrity of adjacent, similarly protected lands including: Ashland State Park, Waseeka Audubon Wildlife Sanctuary, the Poitras Conservation Land and the Holliston Town Forest. The Premises have been observed to serve as habitat for red fox, fisher, numerous bird species, white tailed deer and rabbits.
- D. Protection of Recreational Resources. Conservation of the Premises will preserve the public's use and enjoyment of the Premises for passive recreation, including trail-based and wilderness activities. The Premises contains a trail system that has been used over the years for walking, hiking, biking, horseback riding, running, snow-shoeing, cross-country skiing and bird watching.
- E. Furtherance of Government Policy, Ashland. Protection of the Premises is consistent with the Town of Ashland's most recently completed Open Space and Recreation Plan (2010) and the Ashland Comprehensive Plan (2003).
- F. Furtherance of Government Policy, Massachusetts. Protection of the Premises is in furtherance of the policy of the Commonwealth of Massachusetts' mandate to protect

conservation land under Article 97 of the Massachusetts Constitution, consistent with the Community Preservation Act requirements and funding appropriated by Town Meeting vote for the land purchase, and consistent with the requirements of the Massachusetts LAND Grant award allocated for the land purchase.

This Conservation Restriction will provide permanent protection of the conservation and historic values of the Premises. The conservation values of the Premises and the public benefits of this Conservation Restriction are described in more detail in a Baseline Documentation Report to be kept on file at the offices of the Grantee and incorporated herein by this reference.

## **II. Binding Effect, Prohibited Acts and Uses, Exceptions Thereto, and Permitted Uses**

### **A. Binding Effect**

The Grantor covenants that the Premises will at all times be held, used, and conveyed subject to and not used in violation of the following restrictions that shall run with the Premises in perpetuity.

### **B. Prohibited Acts and Uses**

Subject to the exceptions set forth in paragraph C below, the Grantor will neither perform nor allow others to perform the following acts and uses which are prohibited in, on, under, and over the Premises:

1. Constructing or placing or allowing to remain any temporary or permanent building, structure, facility, or improvement including but not limited to tennis court, landing strip or pad, greenhouse, mobile home, swimming pool, skating rink, fences, asphalt concrete or other forms of impervious pavement, billboard or other advertising display, antenna or dish, utility pole, tower, conduit, line or other temporary or permanent structure or facility or improvement on, above or under the Premises;
2. Mining, excavating, dredging, cutting, destroying, or removing from the Premises or bodies of water thereon, of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
3. Installing underground storage tanks;
4. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, yard wastes such as lawn clippings, leaves, branches (other than those naturally deposited in the area), vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever;
5. Cutting, removing or otherwise destroying trees, shrubs, grasses or other vegetation;

6. Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises, and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
7. Conducting activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, archaeological conservation, plants, or wildlife habitat;
8. Using the Premises for residential, commercial, or industrial purposes;
9. Except vehicles necessary for emergencies, maintenance or the disabled, the use, parking or storage of motorized vehicles including motorcycles, mopeds, all-terrain vehicles, recreational vehicles, trail bikes or snowmobiles;
10. The disruption, removal or destruction of the stone walls or granite posts on the Premises;
11. Using herbicides and pesticides, or using other chemical or mechanical means that may have an adverse impact upon the plant life or wildlife within the restricted area, except as may be permitted, in writing, by the Grantee for the control of noxious or invasive species and only if it will not impair the water quality or adjacent vegetation;
12. Hunting and trapping except as may be permitted by the Grantee under special circumstances for ecosystem protection and management purposes;
13. Conducting any other use of the Premises or activity which, in the reasonable opinion of the Grantee, is or may become inconsistent with the intent and purpose of this Conservation Restriction, that is the preservation and protection of the Premises in their natural and scenic condition, or which would materially impair its conservation and historic interests, unless necessary for the protection of the conservation and historical interests that are the subject of this Restriction.

C. Exceptions to Otherwise Prohibited Acts and Uses

Notwithstanding any of the Prohibited Acts and Uses in subparagraph B above, the following acts and uses are permitted to the Grantor, but only if such acts or uses do not materially impair the purpose of this Conservation Restriction or other significant conservation interests and where applicable if such acts and uses have been expressly permitted by the Grantee in writing as set forth below:

1. Forestry and Vegetation Removal. In accordance with best management practices, (a) selective *de minimis* pruning and cutting of trees and other vegetation to control or remove hazards, invasive species, or damage caused by disease, insects or fire, or to preserve the present condition of the Premises,

including woods roads and trails; and (b) following notice to the Grantee, the cutting of trees for any non-commercial purpose in accordance with a plan, prepared by an appropriate natural resources professional and approved by the Grantee, that is designed to protect the conservation values of the Premises, including without limitation, wildlife habitat, water quality and scenic values.

2. **Signs.** The erection, maintenance and replacement of signs by the Grantor or Grantee to identify the Grantee as holder of the Restriction, to recognize any grants or other support for the conservation and management of the Premises, to identify ownership of the Premises, boundaries, regulations governing public use of the Premises, and to educate the public about the conservation values of trails, natural features, flora and fauna, and any limitations relating to public access.
3. **Minor Educational and Recreational Structures.** The construction, maintenance, repair and replacement of minor structures for use by the public for educational and passive recreational purposes, including but not limited to interpretive signs, exhibits and benches. Said structures shall be designed and located so as not to have a material deleterious impact on the conservation purposes (including scenic values) of this Conservation Restriction.
4. **Recreational and Educational Activities.** Walking, hiking, skiing, horseback riding, bicycling, nature study, cross-country skiing, snowshoeing, and other non-motorized outdoor recreational and educational activities that do not materially alter the landscape, nor degrade environmental quality, nor involve commercial recreational use. Nature study and educational activities by Grantor's and Grantee's instructors and their invitees which do not involve commercial use.
5. **Composting.** The stockpiling and composting of stumps, tree and brush limbs and similar biodegradable materials originating on the Premises in locations where the presence of such materials will not have a deleterious impact on the purposes (including scenic values) of this Conservation Restriction.
6. **Trails and stone walls.** The construction, maintenance and marking of trails (including bridges and boardwalks) for allowable recreational, educational, and emergency vehicle use. The maintenance and repair of existing stone walls on the Premises, and the erecting of gates to control unauthorized access to the Premises.
7. **Wildlife Habitat Management and Improvement.** With prior written notice to and approval by Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species.
8. **Archaeological Investigations.** The conduct of archaeological activities following submission of an archaeological field investigation plan and its approval in writing by the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).

9. Agricultural Fields. Continued use of the existing agricultural fields in their current locations, including the right to lease the hayfields for harvesting of hay, grasses, or other agricultural products and crops (such as fruits and vegetables) in accordance with generally accepted agricultural practices. Existing agricultural fields may be expanded or enlarged beyond their current configuration to restore their historic configuration as shown in an aerial photograph of 1956 (Exhibit D), or may be expanded beyond the historic 1956 configuration following consultation with the Massachusetts Historical Commission and with the prior consultation and approval by the Grantee, and provided such expansion does not materially impair the conservation values of this Conservation Restriction. It is understood that restoration of the fields consistent with the aerial photograph of 1956 will not impair the conservation value of this Conservation Restriction.
10. Use of vehicles for land management. The use of tractors, back hoes, brush hogs, skidders, dump trucks or other land and forestry management vehicles necessary for the exercise of the reserved rights enumerated in this paragraph I.C.
11. Permitted Activities within the Building Envelope for Educational and Historic Structures. Within the “Proposed Building Envelope” designated and shown on a Plan titled “Plan of Land Proposed Building Envelope Ashland Massachusetts,” dated February 9, 2016, and recorded in the Middlesex South District Registry of Deeds as Plan Number \_\_\_\_\_ of 2016, a reduced copy of which is attached hereto as Exhibit E, and described by metes and bounds in Exhibit F, the following activities and uses shall be permitted:
  - a. The construction, use, maintenance, repair and replacement of structures, including the relocation of historic structures owned and under the care and custody of the Town of Ashland (including but not limited to barns) for the purposes of preservation, devoted to the education of local history, nature study, and other community uses and purposes consistent with the Community Preservation Act, as well as ancillary structures to house equipment and supplies for the maintenance of the Premises;
  - b. Construction and maintenance of parking areas for visitors to the Premises, including construction, maintenance and repair or replacement of appropriate access driveways from Chestnut Street;
  - c. The use of existing fields or the construction of raised beds to be used by the public for community gardening in accordance with acceptable agricultural practices;
  - d. The installation, maintenance, repair, replacement, removal or relocation of utility facilities and services for the purpose of providing utility services to structures within the “Proposed Building Envelope” consistent with the purposes of the Conservation Restriction, and the right to grant easements for such utility purposes in accordance with the provisions of Massachusetts General Laws, Chapter 184, Section 32.

Prior to the relocation of historic structures or the disturbance of ground in conjunction with any of the foregoing activities in this paragraph II.C.11, Grantor shall notify Grantee and obtain written approval from the Massachusetts Historical Commission.

12. Permitted Acts and Uses. All acts and uses not prohibited by subparagraphs B and C, and not otherwise permitted herein, are permissible so long as they do not materially impair the conservation and historic values of this Conservation Restriction and are not expressly prohibited by the management plan in effect for the Premises, provided written approval is obtained from the Grantee.
13. Soil Removal and Environmental Site Remediation. Any Environmental site remediation activity required by law shall be commenced at the sole discretion of the Grantor, unless compelled by a regulatory or government authority. Following notice to the Grantee and consultation with the Massachusetts Historical Commission, the Grantor shall be permitted to remove and/or relocate soils from the Premises in the areas as that which "indicates limits of soil removal" shown on the plan excerpt attached hereto as Exhibit G and if determined by the Licensed Site Professional for the Town of Ashland, other areas not so indicated relating to the removal of soils with exceedances of the S1 soil standards under the Massachusetts Contingency Plan, all in conformance with applicable regulations and policies of the Massachusetts Department of Environmental Protection and its successors, and the Grantor shall be permitted to take any and all actions relative to the foregoing, to such extent and in such a manner, as the Grantor, in their sole discretion deems necessary and appropriate to complete the necessary soil removal, relocation and restoration.
14. Woods Roads. The Grantor may maintain the presently existing woods roads located on the Premises substantially in their present condition or as reasonably necessary for the uses permitted herein, up to 12 feet in width. Highly erodible portions of such roads may be paved or otherwise improved with the prior written permission of the Grantee.

Whenever notice to or approval by Grantee is required under the provisions herein, Grantor shall give notice to Grantee in writing, either personally with a receipt or by a form of mail requiring a receipt, not less than thirty-five (35) days prior to the date Grantor intends to undertake the activity in question.. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to the activity's consistency with the purposes of this Conservation Restriction. The Grantee shall grant or withhold the Grantee's approval in writing within thirty (30) days of receipt of the Grantor's written request therefore. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction and the conservation values of the Premises. Failure of the Grantee to respond in writing within 30 days shall be deemed to constitute approval by the Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 30 days in the

notice, the requested activity is not prohibited herein, and the activity will not materially impair the purposes or conservation values of this Conservation Restriction.

The exercise of any right reserved or permitted by the Grantor under this paragraph C shall be in compliance with the then-current Zoning bylaw of the Town of Ashland, the Wetlands Protection Act (General Laws Chapter 131, Section 40), and all other applicable federal, state and local laws and regulations. The inclusion of any reserved or permitted right in this paragraph C requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position on whether such permit should be issued.

### **III. Legal Remedies of the Grantee**

#### **A. Legal and Injunctive Relief**

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the occurrence of the violation (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Notwithstanding the foregoing, prior to exercising the rights hereunder, the Grantee shall first notify the Grantor in writing of any alleged violations and the Grantor shall have ten (10) business days to rectify same ("Cure Period"). Failing the restoration or cessation of the alleged violation within the Cure Period, then the Grantee shall be entitled to seek legal and injunctive relief as noted herein.

Grantee agrees to cooperate with Grantor for a reasonable period of time of up to ten (10) additional business days after the expiration of the first ten (10) business days referenced above, which time may be extended by Grantee in their sole discretion, prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions, provides Grantee with a plan to remedy the violations, and Grantee determines there is no ongoing diminution of the conservation and historic preservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

In the event of a dispute over the boundaries of this Restriction, Grantor shall be responsible for a survey and placement of boundary markers.

Nothing herein shall preclude the Grantor's and Grantee's right to pursue other parties for damage to the Premises caused by vandalism, trespass, or other violations of this Restriction.

**B. Grantee Disclaimer of Liability**

By the Grantee's acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises not caused by Grantee or its agents.

**C. Non-Waiver**

Enforcement of the terms of this Conservation Restriction shall be at the discretion of the Grantee. Any election by the Grantee as to the manner and timing of the Grantee's right to enforce this Conservation Restriction or otherwise exercise the Grantee's rights hereunder shall not be deemed or construed to be a waiver of such rights.

**D. Acts Beyond Grantor's Control**

Nothing contained in the Conservation Restriction shall be construed to entitle Grantee to bring any actions against Grantor for any injury to or change in the Premises resulting from causes beyond Grantor's control, including, but not limited to, fire, flood, storm and earth movement, acts of encroachment or vandalism, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Premises resulting from such causes. As soon as possible thereafter, the Grantor shall notify the Grantee of any action which has been taken. Grantor and Grantee agree that in the event of such an occurrence they will cooperate in restoring the Premises, if desirable and feasible.

**IV. Access**

The Conservation Restriction hereby conveyed does not grant to Grantee, to the public generally, or to any other person any right to enter upon the Premises except as follows:

- A. **Monitoring and Enforcement.** Grantor hereby grants to Grantee and its representatives the right to enter the Premises (a) at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith; (b) following consultation with Grantor, to erect and from time to time replace near the boundaries of the Premises a reasonable number of signs each no greater than four square feet identifying Grantee as the holder of this Conservation Restriction; and (c) after 30 days' prior written notice (or shorter time when, in Grantee's sole judgment, an imminent threat to the Premises' conservation values requires a more immediate response), to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or otherwise enforce any violation hereof. Reasonable time shall be between dawn and dusk.
- B. **Nature Study.** Grantor hereby grants to Grantee and its representatives the right to enter the Premises, after 30 days' prior written notice, to study, identify and monitor the site's flora and fauna, hydrology and other environmental conditions.

- C. Environmental Education. Grantor hereby grants to Grantee the right up to two times each year to conduct free or fee-based environmental education programs for the public on the Premises, provided, however, that a staff member, instructor, or member of the Board of Directors of the Massachusetts Audubon Society shall accompany each group and that Grantor's permission shall be obtained if the group exceeds 20 persons, and under every circumstance the Grantee shall provide 15 days prior notice and any proof of insurance as necessary.
- D. Violations. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purposes of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation thereof, including but not limited to the right to perform a survey of boundary lines.
- E. Public Access. Grantor further grants to Grantee and to the general public the right to enter and/or leave the Premises, to pass and repass on the Premises for purposes of walking and other passive outdoor recreational activities all as set forth in section II.C not involving the use of motorized vehicles, and subject to such reasonable rules and regulations as Grantor may adopt to protect public safety and the conservation values of the Premises.

However, and notwithstanding the foregoing, in the event of an emergency or should the Grantor undertake to perform maintenance or other activities which could pose harm or the possibility of harm to the Public, then the Grantor shall have the right at any time, and from time to time, to temporarily bar access during time periods when emergency or potentially harmful activities are being conducted and except in the case of an emergency, advance notice is provided to the Grantee and access is barred only for the time and to the minimum area necessary to prevent the possibility of harm to the Public. The provisions of Massachusetts General Laws Chapter 21, Section 17C, as same may be from time to time amended, shall be applicable to any use of the Premises by the public.

## V. Assignability

### A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor while holding any interest in the Premises.

### B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor on behalf of the Grantor and the Grantor's successors and assigns appoints the Grantee as the Grantor's attorney-in-fact to execute, acknowledge and deliver any such instruments on the Grantor's behalf. Without limiting the foregoing, the Grantor and the Grantor's successors and assigns agree to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances and subject to the Grantor's approval:

1. as a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and
2. the person or entity to whom the Grantee intends to assign the Conservation Restriction, at the time of assignment, shall qualify under Section 170(h) of the Internal Revenue Code of 1986, as amended or any successor statute, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the Massachusetts General Laws, as amended or any successor statute, as an eligible donee to receive this Conservation Restriction directly; and
3. any assignment shall be in compliance with the provisions required by Article XCVII (97) of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VI. Extinguishment

- A. Grantee's Receipt of Property Right. Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise for purposes of this paragraph to a real property right, immediately vested in Grantee, with a fair market value at any time that is equal to 5% of the then-current fair market value of the Premises as if unencumbered by this Conservation Restriction (minus any increase in value after the date of this grant attributable to improvements). Said ratio shall remain constant and shall not exceed a value of \$150,000.
- B. Court Proceedings and Right of Grantee to Recover Portion of Proceeds at Disposition. If circumstances arise in the future that render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction after review and approval by the Secretary of Energy and Environmental Affairs. If any occurrence ever gives rise to extinguishment or other release of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph G(1) above, subject, however, to any grant, agreement, or applicable law (including MGL Ch. 44B) which expressly provides for a different disposition of proceeds.
- C. Condemnation. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by Grantor and Grantee shall first be paid out of any recovered proceeds. The remaining

proceeds shall be distributed between Grantor and Grantee in shares equal in proportion to the aforementioned ratio (though if a less-than-fee interest is so taken, the proceeds shall be equitably allocated according to the nature of the interest taken), subject to any grant, agreement, or applicable law including MGL Ch. 44B.

- D. Continuing Trust of Grantee's Share of Proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes of this grant.

## **VII. Subsequent Transfers**

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which the Grantor divests any interest in all or a portion of the Premises. The Grantor shall notify the Grantee in writing if the Grantor conveys the Premises or any part thereof or interest therein (including a lease) within 21 days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction.

The Grantor shall not be liable for violations occurring after transfer of its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Following said transfer, any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

## **VIII. Estoppel Certificates**

Upon request by the Grantor, the Grantee shall within twenty-one (21) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

## **IX. Effective Date**

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed the Conservation Restriction; the administrative approvals, including those required by Section 32 of Chapter 184 of the General Laws, have been obtained; and the Conservation Restriction has been recorded in the Middlesex South District Registry of Deeds.

## **X. Notices**

Any notice, demand, request, consent, approval, or communication that either the Grantor or the Grantee desires or is required to give to the other shall be in writing and either served personally or sent by first-class mail, postage pre-paid, addressed as follows:

To Grantor: Town of Ashland  
Conservation Commission and  
Board of Selectmen

101 Main Street  
Ashland MA 01721

To Grantee: Massachusetts Audubon Society  
Director of Land Conservation  
208 South Great Road  
Lincoln MA 01733

or such other address as either the Grantor or the Grantee from time to time shall designate by written notice to the other or that which is easily ascertainable.

**XI. General Provisions**

**A. Controlling Law**

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

**B. Liberal Construction**

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effectuate the purpose of this Conservation Restriction and the policy and purpose of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

**C. Severability**

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

**D. Entire Agreement**

This instrument sets forth the entire agreement between the Grantor and the Grantee with respect to the Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

**E. Pre-existing rights of the Public**

Approval of this Conservation Restriction pursuant to M.G.L Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public,

if any, in and to the Premises. Any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

F. No Merger

No transfer of Grantor's or Grantee's interest in the Premises and no acquisition of any additional interest in the Premises by Grantor or Grantee shall cause this Conservation Restriction to merge with the fee or have the effect of causing any of the terms hereof to be rendered unenforceable by reason of the so-called "doctrine of merger."

G. Enforcement Authority of the Attorney General

Grantor and Grantee hereby recognize the authority of the Massachusetts Attorney General pursuant to M.G.L. c.12, §§ 3, 7 and 11D to, among other things, prevent or remedy damage to the environment and to prosecute information or other processes against persons who intrude on the land, rights or property of the Commonwealth of Massachusetts (hereafter "Commonwealth"), or commit or erect a nuisance thereon. The Parties also recognize the interests of the Commonwealth in approving, enforcing and supporting conservation and other restrictions and the benefits to the public conferred by such restrictions acquired pursuant to M.G.L. c. 184, §§ 23 and 25 – 32. Accordingly, the Parties hereby consent to the Attorney General's enforcing the provisions of this restriction pursuant to M.G.L. c. 12, §§ 3, 7 and 11D, and M.G.L. c. 184, §§ 23 and 25 – 32. Such enforcement may include, among other things, the right to commence or intervene in any legal proceeding in order to secure the rights of the holder of a conservation restriction and the Commonwealth conferred under M.G.L. c 184, §§ 23, 25 – 32; the right to remedy past damage or prevent future damage to the environment as a result of actions or inactions on the part of an owner of land upon which a conservation or other restriction has been recorded; and the right to appeal any decision in any legal proceeding taken by any party that may affect the state interest and public benefit conferred by a restriction created pursuant to M.G.L. c.184, §§ 23, 25 - 32.

H. Amendment

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants

or funding requirements. Any amendment shall be recorded in the Middlesex South District Registry of Deeds.

## **XII. Recordation**

The Grantee shall record this instrument in timely fashion in the Middlesex South District Registry of Deeds.

Attached hereto and incorporated herein are the following:

Signature pages:

Grantor: Town of Ashland Board of Selectmen

Grantor: Town of Ashland Conservation Commission

Grantee: Massachusetts Audubon Society

Approval: Secretary of Executive Office of Energy and Environmental Affairs

Exhibit A: Legal description of Premises

Exhibit B: Reduced copy of plan of Premises

Exhibit C: Certified copy of Town Meeting Votes of Wednesday, November 29, 2010, and Tuesday, October 18, 2011

Exhibit D: 1956 aerial photograph

Exhibit E: Reduced copy of plan of building envelope

Exhibit F: Metes and bounds description of building envelope

Exhibit G: Excerpt from reduced copy of mediation plan

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Town of Ashland  
Board of Selectmen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and proved to me through satisfactory evidence of identification, which was/were personal knowledge to be the person(s) whose name(s) is/are signed on the preceding or attached documents, and acknowledged to me that he or she signed it voluntarily as members of the Board of Selectmen for the Town of Ashland for its stated purpose.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed name of Notary Public

\_\_\_\_\_  
My Commission Expires (date)

(Place Notary seal or stamp above.)

**APPROVAL OF GRANT BY THE CONSERVATION COMMISSION**

We, the undersigned, being a majority of the Conservation Commission of the Town of Ashland, Middlesex County, Massachusetts, hereby certify that at a meeting duly held on \_\_\_\_\_, the Conservation Commission voted to approve the foregoing Conservation Restriction to the Massachusetts Audubon Society pursuant to Massachusetts General Laws, Chapter 40, Section 8C.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ proved to me through satisfactory evidence of identification, which was/were personal knowledge to be the person(s) whose name(s) is/are signed on the preceding or attached documents, and acknowledged to me that he or she signed it voluntarily as members of the Conservation Commission for the Town of Ashland for its stated purpose.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed name of Notary Public

\_\_\_\_\_  
My Commission Expires (date)

(Place Notary seal or stamp above.)

**ACCEPTANCE OF GRANT BY MASSACHUSETTS AUDUBON SOCIETY**

I, the undersigned, being the President of the Massachusetts Audubon Society, Inc., hereby accept the foregoing Conservation Restriction from the Town of Ashland pursuant to Massachusetts General Laws, Chapter 184, Section 32, and agree to be bound by its terms and further authorized my execution hereof.

Massachusetts Audubon Society  
BY:

\_\_\_\_\_  
Its: President  
Duly authorized

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared Gary R. Clayton proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_  
\_\_\_\_\_ to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he signed it voluntarily for its stated purpose as President of the Massachusetts Audubon Society.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed name of Notary Public

\_\_\_\_\_  
My Commission Expires (date)

(Place Notary seal or stamp above.)

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the Town of Ashland to the Massachusetts Audubon Society has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated:

\_\_\_\_\_  
Matthew A. Beaton  
Secretary of Energy and Environmental Affairs

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared Matthew A. Beaton, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_  
\_\_\_\_\_ to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he signed it voluntarily for its stated purpose as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed name of Notary Public

\_\_\_\_\_  
My Commission Expires (date)

(Place Notary seal or stamp above.)

5/25/16

**EXHIBIT A**  
**METES AND BOUNDS DESCRIPTION OF THE PREMISES**

**Parcel "A-1"**

A certain parcel of land with the improvements thereon, situated in Ashland Massachusetts, Middlesex County, Massachusetts and shown as Parcel A-1 on a plan by Schofield Brothers of New England, Inc., entitled "Plan of Land In Ashland, Massachusetts, Middlesex County, Prepared for Town of Ashland," scale 1"=150', dated May 23, 2012 and recorded with the Middlesex South District Registry of Deeds in Plan number 364 of 2012, being bounded and described as follows:

Beginning at the southwesterly corner of the parcel to be described on the northeasterly side of Chestnut Street at a drill hole and at land now or formerly of Northeastern University;

THENCE: N 39°-24'-51" W, one hundred forty-two and eighteen hundredths feet (142.18') by said northeasterly side of Chestnut Street to the southeasterly corner of Parcel A-2,

THENCE: N 12°-16'-39" E, one thousand three hundred seventy-two and eighty-three hundredths feet (1,372.83') by said Parcel A-2 to a point,

THENCE: N 33°-39'-51" E, eight hundred forty and sixty-four hundredths feet (840.64') by said Parcel A-2 to a point on the southerly side of Eliot Street,

THENCE: N 86°-12'-38" E, four hundred eighty-four and fifty-nine hundredths feet (484.59') by said southerly side of Eliot Street to a point,

THENCE: N 86°-44'-25" E, three hundred forty and seventy-four hundredths feet (340.74'), by said southerly side of Eliot Street to a point,

THENCE: Along a curve to the left, having a radius of one thousand two hundred ninety-one and seventy-six hundredths feet (1,291.76') with an arc length of one hundred ninety-nine and sixty hundredths feet (199.60') by said southerly side of Eliot Street to a point,

THENCE: N 77°-53'-14" E, one hundred thirty-two and sixty-two hundredths feet (132.62'), by said southerly side of Eliot Street to a point,

THENCE: Along a non tangent curve to the right, having a radius of three hundred ninety-four and eighty hundredths feet (394.80') with an arc length of one hundred fifty-one and eighty-three hundredths feet (151.83') with a chord of N 86°-45'-02" E, one hundred fifty and ninety hundredths feet (150.90') by said southerly side of Eliot Street to a point at land now or formerly of Hanna,

THENCE: S 03°-20'-58" W, one hundred twenty-eight and eighty-seven hundredths feet (128.87'), by said Hanna to a point at land now or formerly of Sciacca,

THENCE: S 05°-11'-37" W, seventy-two and four hundredths feet (72.04'), by said Sciacca to a point,

THENCE: S 78°-34'-53" E, one hundred twenty-three and thirty-four hundredths feet (123.34'), by said Sciacca to a point,

THENCE: Along a curve to the left, having a radius of seven hundred ninety-four and twenty-six hundredths feet (794.26') with an arc length of one hundred fourteen and forty-one hundredths feet (114.41') by said Sciacca and land now or formerly of Hanrahan to a point,

THENCE: S 86°-50'-13" E, sixty-six and eleven hundredths feet (201.06'), by said Hanrahan to a point at land now or formerly of Peck,

THENCE: S 04°-40'-41" E, thirty-five and two hundredths feet (35.02'), by said Peck to a point,

THENCE: S 10°-00'-11" E, one hundred sixty-one and sixteen hundredths feet (161.16'), by said Peck and land now or formerly of TKB Family Realty Trust to land now or formerly of Norcross,

THENCE: S 16°-34'-11" E, two hundred eighty-six and no hundredths feet (286.00'), by said Norcross and land now or formerly of Donovan & Hendley, and land now or formerly of Werkema to land now or formerly of Foran,

THENCE: S 22°-06'-01" E, eighty-eight and twenty-one hundredths feet (88.21'), by said Foran to land now or formerly of Gaudette & Fannon,

THENCE: S 29°-34'-11" E, one hundred fifty-six and fifty-six hundredths feet (156.56'), by said Gaudette & Fannon and land now or formerly of Dancause to land now or formerly of Whitehouse,

THENCE: S 40°-22-27" E, seventy-seven and twenty hundredths feet (77.20'), by said Whitehouse to a point,

THENCE: N 59°-44'-49" E, one hundred twenty-six and seventeen hundredths feet (126.17'), by said Whitehouse to a point,

THENCE: Along a curve to the left, having a radius of twenty and no hundredths feet (20.00') with an arc length of thirty-four and ninety-one hundredths feet (34.91') by said Whitehouse to a point on the westerly side of Prospect Street,

THENCE: S 40°-15'-11" E, one hundred seventy-two and nineteen hundredths feet (172.19'), by said westerly side of prospect Street to land now or formerly of Kruger,

THENCE: S 78°-58'-58" W, three hundred thirty-four and forty-nine hundredths feet (334.49'), by said Kruger, Meadowbrook Lane and land now or formerly of Rosenthal to a point,

THENCE: S 17°-23'-15" W, two hundred nineteen and three hundredths feet (219.03'), by said Rosenthal to a point,

THENCE: S 08°-19'-41" W, two hundred fifteen and seventy-four hundredths feet (215.74'), by said Rosenthal to a point,

THENCE: S 11°-00'-00" W, two hundred eighty-four and five hundredths feet (284.05'), to a point,

THENCE: S 09°-58'-47" W, seventy and thirty-six hundredths feet (70.36'), by land now or formerly of Mahoney to a point on the Ashland/Holliston town line,

THENCE: S 78°-02'-31" W, one thousand one hundred sixty-one and seventy-nine hundredths feet (1,161.79'), by said Ashland/Holliston town line to a point at land now or formerly of Northeastern University,

THENCE: N 14°-07'-37" W, two hundred thirty-three and sixteen hundredths feet (233.16'), by said Northeastern University to a drill hole,

THENCE: S 72°-14'-03" W, five hundred eighty-nine and sixty-four hundredths feet (589.64'), by said Northeastern University to a point,

THENCE: S 72°-50'-03" W, three hundred nine and forty-seven hundredths feet (309.47'), by said Northeastern University to an x-cut,

THENCE: S 72°-00'-46" W, three hundred sixty-four and twenty-eight hundredths feet (364.28'), by said Northeastern University to the point of beginning.

Said parcel contains by estimation 101.0218 Acres.

#### Parcel "A-2"

A certain parcel of land with the improvements thereon, situated in Ashland Massachusetts, Middlesex County, Massachusetts and shown as Parcel A-2 on a plan by Schofield Brothers of New England, Inc., entitled "Plan of Land In Ashland, Massachusetts, Middlesex County, Prepared for Town of Ashland, scale 1"=150', dated May 23, 2012 and recorded with the Middlesex South District Registry of Deeds in Plan 364 of 2012, being bounded and described as follows:

Beginning at the southeasterly corner of the parcel to be described on the northeasterly side of Chestnut Street and at the westerly corner of Parcel A-1, said point being distant N 39°-24'-51" W, one hundred forty-two and eighteen hundredths feet (142.18') from a drill hole,

THENCE: N 39°-24'-51" W, three hundred fifteen and twenty-one hundredths feet (315.21') by said northeasterly side of Chestnut Street to a point,

THENCE: Along a curve to the right, having a radius of three hundred ninety-four and ninety-five hundredths feet (394.95') with an arc length of three hundred twenty-nine and fifty-five hundredths feet (329.55') by the easterly side of Chestnut Street to a point,

THENCE: N 08°-24'-56" E, fifty-five and forty-four hundredths feet (55.44') by said easterly side of Chestnut Street to a point,

THENCE: N 15°-53'-13" E, three hundred seventeen and eighty-nine hundredths feet (317.89') by said easterly side of Chestnut Street to a point,

THENCE: N 14°-02'-09" E, two hundred forty-two and eighty-six hundredths feet (242.86') by said easterly side of Chestnut Street to a point,

THENCE: N 14°-56'-28" E, two hundred eighty-nine and one hundredth feet (289.01') by said easterly side of Chestnut Street to a point,

THENCE: N 30°-04'-45" E, forty-nine and twenty-three hundredths feet (49.23') by said easterly side of Chestnut Street to a point,

THENCE: N 41°-04'-48" E, three hundred twenty-four and forty-nine hundredths feet (324.49') by said easterly side of Chestnut Street to a point,

THENCE: N 40°-21'-45" E, one hundred thirty-four and seventy-five hundredths feet (134.75') by said easterly side of Chestnut Street to a point,

THENCE: N 37°-09'-15" E, fifty-seven and seventy-two hundredths feet (57.72') by said easterly side of Chestnut Street to a point,

THENCE: N 31°-43'-09" E, one hundred eighty-one and four hundredths feet (181.04') by said easterly side of Chestnut Street to a point on the southerly line of Eliot Street,

THENCE: N 86°-12'-38" E, three hundred sixty and sixty-seven hundredths feet (360.67') by said southerly side of Eliot Street to a point at the northwesterly corner of Parcel A-1,

THENCE: S 33°-39'-51" W, eight hundred forty and sixty-four hundredths feet (840.64') by said Parcel A-1 to a point,

THENCE: S 12°-16'-39" W, one thousand three hundred seventy-two and eighty-three hundredths feet (1,372.83') by said Parcel A-2 to the point of beginning

Said parcel contains by estimation 16.0902 Acres.

**For Grantor's title see deed of Northeastern University to the Town of Ashland Conservation Commission recorded in the Middlesex South District Registry of Deeds in Book 59237 Page 246 on June 5, 2012, and deed of Northeastern University to the Town of Ashland recorded in the Middlesex County Registry of Deeds in Book 59237 Page 252 on June 5, 2012.**



**EXHIBIT C  
TOWN MEETING VOTES**

**Wednesday, November 29, 2010, Tuesday, October 18, 2011, and November 17, 2015**

**FINANCE COMMITTEE RECOMMENDS:** that the Town so vote to allocate the sum of \$200,000 from the Undesignated Community Preservation Fund to conduct the engineering study of Phase 1 and 2 of the Town of Ashland Recreation Facilities Assessment prepared by Gale Associates. The Study called for five phases. Phase 1 will be engineering new fields behind the High School based on designs from 2003. Phase 2 will be engineering property the Town purchased in recent years from Weston Nursery and Sibson. This funding will allow the Town to consider the viability and cost of these options. This engineering will assist the Town in making decisions as to construction in the future. The Finance Committee has reviewed the potential for financing future construction of fields with the purchase of land in Article 8. We have determined that it is feasible that the purchase of land in Article 8 could co-exist with the construction of fields that would be eligible for CPA funding in the future.

**Motion on Article 7:** Motion made that the Town vote to allocate the sum of \$200,000 from the Undesignated Community Preservation Fund to conduct the engineering study of Phase 1 and 2 of the Town of Ashland Recreation Facilities Assessment prepared by Gale Associates.

**A simple majority vote is required for this article.**

**Vote on Article 7:** The Moderator declared that article 7 was voted in the affirmative.

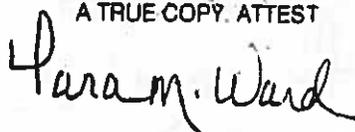
**Article 8: Community Preservation Funds**

**Sponsor: CPA Committee**

To see if the town will vote to appropriate a sum of Five Million and Twenty Five Thousand Dollars (\$5,025,000.00) from the Community Preservation Fund for the acquisition, including legal and other costs associated with said acquisition, of a parcel of land currently owned by Northeastern University and described as Assessors' Map 28, Lots 070 and 072, consisting of approximately 118.36 +/- acres, more or less, known as Warren Woods, which land shall be in the care custody and control of the Board of Selectmen, and further that the Board of Selectmen is authorized to enter into all agreements and to execute any and all instruments as may be necessary on behalf of The Town of Ashland to affect said purchase or action in relation thereto and that to meet said appropriation the Treasurer with approval of the Board of Selectmen is authorized to borrow said sum under M.G.L. Chapter 44 or any other enabling authority, and to authorize the Open Space Committee, Conservation Commission and the Board of Selectmen to submit on behalf of the town any and all applications deemed necessary for grants and/or reimbursements from the Commonwealth of Massachusetts, or the United States, under the Self-Help Act (M.G.L. Chapter 132A § 11) and/or any other state or federal programs including those in aid of conservation land acquisition; and/or any others in any way connected with the scope of this Article; said gifts or grants to be deposited in the Undesignated Community Preservation Fund balance; and or to pass any vote or take any action relative thereto.

**FINANCE COMMITTEE RECOMMENDS:** on a 4-1 vote that the Town so vote to allocate Community Preservation Funds in the following amounts:

A TRUE COPY. ATTEST



Tara M. Ward. Town Clerk

**\$830,000 Undesignated Community Preservation Fund Account**  
**\$547,000 Open Space Reserve Account**  
**\$648,000 Historic Resource Reserve Account; and an additional**  
**\$3,000,000 in Bonding Authorization to be Paid from Community**  
**Preservation Funds**

**for the acquisition, including legal and other costs associated with said acquisition of Warren Woods from Northeastern University and that the Board of Selectmen be directed to seek other funding through grants and third party sources, and that they be directed to grant a perpetual deed restriction in said parcel of land meeting the requirements of M.G.L. Chapter 44B, § 12 and M.G.L. Chapter 184, as may be deemed appropriate, and to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town of Ashland to affect said purchase, said funds to be expended by the Board of Selectmen and the Community Preservation Committee.**

**Motion on Article 8:** Motion made that the Town appropriate a sum of Five Million and Twenty Five Thousand Dollars (\$5,025,000.00) from the Community Preservation Fund for the acquisition, including legal and other costs associated with said acquisition, of a parcel of land currently owned by Northeastern University and described as Assessors' Map 28, Lots 070 and 072, consisting of approximately 118.36 +/- acres, more or less, known as Warren Woods, which land shall be in the care custody and control of the Board of Selectmen, and further that the Board of Selectmen is authorized to enter into all agreements and to execute any and all instruments as may be necessary on behalf of The Town of Ashland to affect said purchase or action in relation thereto and that to meet said appropriation the Treasurer with approval of the Board of Selectmen is authorized to borrow said sum under M.G.L. Chapter 44 or any other enabling authority, and to authorize the Open Space Committee, Conservation Commission and the Board of Selectmen to submit on behalf of the town any and all applications deemed necessary for grants and/or reimbursements from the Commonwealth of Massachusetts, or the United States, under the Self-Help Act (M.G.L. Chapter 132A § 11) and/or any other state or federal programs including those in aid of conservation land acquisition; and/or any others in any way connected with the scope of this Article; said gifts or grants to be deposited in the Undesignated Community Preservation Fund balance. And that said purchase be paid as follows:

**\$830,000 Undesignated Community Preservation Fund Account**  
**\$547,000 Open Space Reserve Account**  
**\$648,000 Historic Resource Reserve Account; and an additional**  
**\$3,000,000 in Bonding Authorization to be Paid from Community**  
**Preservation Funds**

For the acquisition, including legal and other costs associated with said acquisition said funds to be expended by the Board of Selectmen and the Community Preservation Committee and that the Board of Selectmen be directed to grant a perpetual deed

A TRUE COPY. ATTEST

*Tara M. Ward*

Tara M. Ward, Town Clerk

restriction in said parcel of land meeting the requirements of M.G.L. Chapter 44B, § 12 and M.G.L. Chapter 184 as may be deemed appropriate.

A TRUE COPY, ATTEST

*Faram Ward*

Faram Ward, Town Clerk

**A 2/3 vote is required for this article.**

There was a presentation made by Roberta Soolman from the Open Space Committee. Cheri Vallone of the CPA Committee stated that there is enough money in the CPA funds to fund both Warren Woods and the Fields (Article 7). Roberta Soolman stated numerous times that taxes would not go up as a result of purchasing Warren Woods. She stated that the CPA would put down the initial \$2 million and \$25,000 (\$2,025,000.00) and then the remainder of the funds (\$3,000,000.00) (three million dollars) would be bonded for twenty (20) years with the payments being made from the CPA account and that the general fund of the Town of Ashland would not be touched. There was a lengthy discussion with both sides speaking.

**Vote on Article 8:** With a standing count, the Moderator declared that Article 8 was voted in the affirmative with a count of Yes: 579 to No: 14.

**Article 9: Acceptance of General Law**

**Sponsor: BoS**

To see if the town will adopt chapter 200A section 9A of the Massachusetts General Laws allowing that a Town to have an alternative procedure for disposing of abandoned funds held in the custody of the town, or pass any vote or take any action relative thereto.

***FINANCE COMMITTEE RECOMMENDS: that the Town so vote. New legislation now allows for towns to reduce their check tailings from three years to one year. The Town must still make final attempts to contact people who are owed money before it can declare it abandoned.***

**Motion on Article 9:** Motion made that the town adopt chapter 200A section 9A of the Massachusetts General Laws.

**A simple majority vote is required for this article.**

**Vote on Article 9:** The Moderator declared that Article 9 was voted in the affirmative.

**Article 10: Acceptance of General Law**

**Sponsor: BoS**

To see if the town will adopt chapter 39 section 23D of the Massachusetts General Laws allowing that a member of any municipal board, committee or commission when holding an adjudicatory hearing shall not be disqualified from voting on the matter solely due to that members absence from no more than a single session of the hearing at which testimony or other evidence is received, or pass any vote or take any action relative thereto.

***FINANCE COMMITTEE RECOMMENDS: defers its recommendation to Town Meeting.***

**Motion on Article 10:** Motion made that the town adopt chapter 39 section 23D of



**TOWN OF ASHLAND  
SPECIAL TOWN MEETING MINUTES  
TUESDAY OCTOBER 18, 2011**

**Article 5: Care and Custody of Warren Woods**

**Sponsor: BoS**

To see if the town will vote, notwithstanding the Vote of Town Meeting on November 29, 2010, Article 8, to place a portion of the property currently owned by Northeastern University and described as Assessors' Map 28, Lots 070 and 072, consisting of approximately 118.36 +/- acres, more or less, known as Warren Woods that portion being and more fully set forth as "Parcel A: Restricted Area" on a plan of land entitled "Plan of Land in Ashland & Holliston, Massachusetts" by Schofield Brothers of New England, Inc., and dated June 23, 2011, consisting of approximately 101.0218 +/- acres, more or less, and which plan is available in the Town Clerk's Office, in the care, custody and control of the Conservation Commission for the purpose of conservation and passive recreation purposes upon the purchase thereof by the Board of Selectmen, and further that the Conservation Commission and the Board of Selectmen shall be authorized to submit on behalf of the town any and all applications deemed necessary for grants and/or reimbursements from the Commonwealth of Massachusetts, or the United States, under the Self-Help Act (M.G.L. Chapter 132A, Section 11) and/or any other state or federal programs including those in aid of conservation land acquisition; and/or any others in any way connected with the scope of this Article; and enter into any necessary contracts thereto; said gifts or grants to be used to offset the purchase price for said property, and/or be deposited in the Undesignated Community Preservation Fund balance for the payment of bonds or notes related to said property; and or to pass any vote or take any action relative thereto.

***FINANCE COMMITTEE RECOMMENDS: that the Town so vote to allow for the above wording which will allow the Town to accept a grant from the Self-Help Act, if awarded. This language is required in order to be eligible for the grant. This does not change any other condition imposed by the prior vote of November 29, 2010.***

**MOTION: I move that the Town vote, notwithstanding the Vote of Town Meeting on November 29, 2010, Article 8, to place a portion of the property currently owned by Northeastern University and described as Assessors' Map 28, Lots 070 and 072, consisting of approximately 118.36 +/- acres, more or less, known as Warren Woods that portion being and more fully set forth as "Parcel A: Restricted Area" on a plan of land entitled "Plan of Land in Ashland & Holliston, Massachusetts" by Schofield Brothers of New England, Inc., and dated June 23, 2011, consisting of approximately 101.0218 +/- acres, more or less, and which plan is available in the Town Clerk's Office, in the care, custody and control of the Conservation Commission for the purpose of conservation and passive recreation purposes upon the purchase thereof by the Board of Selectmen, and further that the Conservation Commission and the Board of Selectmen shall be authorized to submit on behalf of the town any and all applications deemed necessary for grants and/or reimbursements from the Commonwealth of Massachusetts, or the United States, under the Self-Help Act (M.G.L. Chapter 132A, Section 11) and/or any other state or federal programs including those in aid of conservation land acquisition; and/or any others in any way**

**connected with the scope of this Article; and enter into any necessary contracts thereto; said gifts or grants to be used to offset the purchase price for said property, and/or be deposited in the Undesignated Community Preservation Fund balance for the payment of bonds or notes related to said property, all in accordance with M.G.L. Chapter 40 Section 8C (authorizing the Conservation Commission to acquire interests in land), M.G.L. Chapter 44 Section 8C (allows a town to incur debt to buy land in anticipation of reimbursement from the federal or state government), and to authorize the conveyance of a perpetual conservation restriction in accordance with M.G.L. Chapter 184, as required by the Community Preservation Act (M.G.L. Chapter 44B Sec 12).**

**There was a motion made with a second.**

**Amendment on Article 5:** Roberta Soolman made a motion to amend Article 5 by adding the following at the end thereof "and MGL, Chapter 44B."

**A simple majority is required.**

**Vote on the Amendment:** By a show of hands, the Moderator announced that the amendment by Roberta Soolman was voted in the affirmative.

**A 2/3 majority is required.**

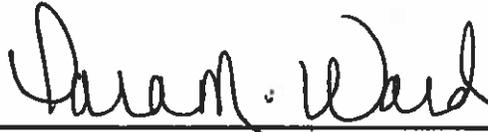
**Vote on Article 5:** By a show of hands, the Moderator declared that this was voted by a 2/3 majority.

The vote with the amendment now reads as follows:

**That the Town vote, notwithstanding the Vote of Town Meeting on November 29, 2010, Article 8, to place a portion of the property currently owned by Northeastern University and described as Assessors' Map 28, Lots 070 and 072, consisting of approximately 118.36 +/- acres, more or less, known as Warren Woods that portion being and more fully set forth as "Parcel A: Restricted Area" on a plan of land entitled "Plan of Land in Ashland & Holliston, Massachusetts" by Schofield Brothers of New England, Inc., and dated June 23, 2011, consisting of approximately 101.0218 +/- acres, more or less, and which plan is available in the Town Clerk's Office, in the care, custody and control of the Conservation Commission for the purpose of conservation and passive recreation purposes upon the purchase thereof by the Board of Selectmen, and further that the Conservation Commission and the Board of Selectmen shall be authorized to submit on behalf of the town any and all applications deemed necessary for grants and/or reimbursements from the Commonwealth of Massachusetts, or the United States, under the Self-Help Act (M.G.L. Chapter 132A, Section 11) and/or any other state or federal programs including those in aid of conservation land acquisition; and/or any others in any way connected with the scope of this Article; and enter into any necessary contracts thereto; said gifts or grants to be used to offset the purchase price for said property, and/or be deposited in the Undesignated Community Preservation Fund balance for the payment of bonds or notes related to said property, all in accordance with M.G.L. Chapter 40 Section 8C (authorizing the Conservation Commission to acquire interests in land), M.G.L. Chapter 44 Section 8C (allows a town to incur debt to buy land in anticipation of reimbursement from the federal or state government), and to**

authorize the conveyance of a perpetual conservation restriction in accordance with M.G.L. Chapter 184, as required by the Community Preservation Act (M.G.L. Chapter 44B Sec 12) and MGL, Chapter 44B.

A True Copy  
Attest:



Tara M. Ward CMC/CMC, Ashland Town Clerk



**TOWN OF ASHLAND  
SPECIAL TOWN MEETING MINUTES  
TUESDAY NOVEMBER 17, 2015**

**Article 9: Transfer of Care Custody and Control of Warren Woods**

**Sponsor: Board of  
Selectman**

To see if the Town will vote to transfer the care, custody and control of a portion of the Warren Woods property, so called, which portion consists of 657,240 sq. ft. +/-, as more fully set forth on that plan by Schofield Brothers of New England, Inc. and dated June 23, 2011, as modified, identified as "Area To Be Transferred" and which is on file in the office of the Town Clerk, currently under the care, custody and control of the Board of Selectmen, to the Conservation Commission for conservation purposes, and further to authorize the Conservation Commission to enter into a Conservation Restriction with Massachusetts Audubon over same, or pass any vote or take any action relative thereto.

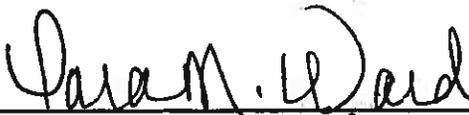
**FINANCE COMMITTEE RECOMMENDATION: That the Town transfers the care, custody and control of a portion of the Warren Woods property, so called, which portion consists of 657,240 sq. ft. +/-, as more fully set forth on that plan by Schofield Brothers of New England, Inc. and dated May 23, 2012, as modified, identified as "Area To Be Transferred" and which is on file in the office of the Town Clerk, currently under the care, custody and control of the Board of Selectmen, to the Conservation Commission for conservation purposes, and further to authorize the Conservation Commission to enter into a Conservation Restriction with Massachusetts Audubon over same.**

**Motion on Article 9:** To transfer the care, custody and control of a portion of the Warren Woods property, so called, which portion consists of 657,240 sq. ft. +/-, as more fully set forth on that plan by Schofield Brothers of New England, Inc. and dated May 23, 2011, as modified, identified as "Area To Be Transferred" and which is on file in the office of the Town Clerk, currently under the care, custody and control of the Board of Selectmen, to the Conservation Commission for conservation purposes, and further to authorize the Conservation Commission to enter into a Conservation Restriction with Massachusetts Audubon over same.

**A 2/3 vote is required for Article 9.**

**Vote on Article 9:** The Moderator declared that Article 9 was passed by a 2/3 vote.

**A True Copy  
Attest:**

  
\_\_\_\_\_  
**Tara M. Ward CMC/CMMC, Ashland Town Clerk**

**EXHIBIT D**  
**1956 AERIAL PHOTOGRAPH**





**EXHIBIT F**  
**METES AND BOUNDS DESCRIPTION OF BUILDING ENVELOPE FOR**  
**EDUCATIONAL AND HISTORIC STRUCTURES**

A certain parcel of land with the improvements thereon, situated in Ashland, Middlesex County, Massachusetts and shown as Proposed Building Envelope Area = 43,866 S.F. on a plan entitled "Plan of Land Proposed Building Envelope Ashland, Massachusetts," scale 1"=40', dated February 9, 2016, by GLM Engineering Consultants, Inc., and recorded with the Middlesex South District Registry of Deeds in Plan number \_\_\_\_\_ of 2016, being bounded and described as follows:

Beginning at the northerly corner of the parcel to be described at a stake set in the southeasterly sideline of Chestnut Street,

THENCE: S 49°-33'-08" E, one hundred twenty-four and seventeen hundredths feet (124.17') to a stake set,

THENCE: S 32°-12'-47" W, three hundred one and eighty hundredths feet (301.80') to a stake set,

THENCE: N 49°-58'-33" W, one hundred sixty-nine and sixty-seven hundredths feet (169.67') to a stake set in the southeasterly sideline of Chestnut Street,

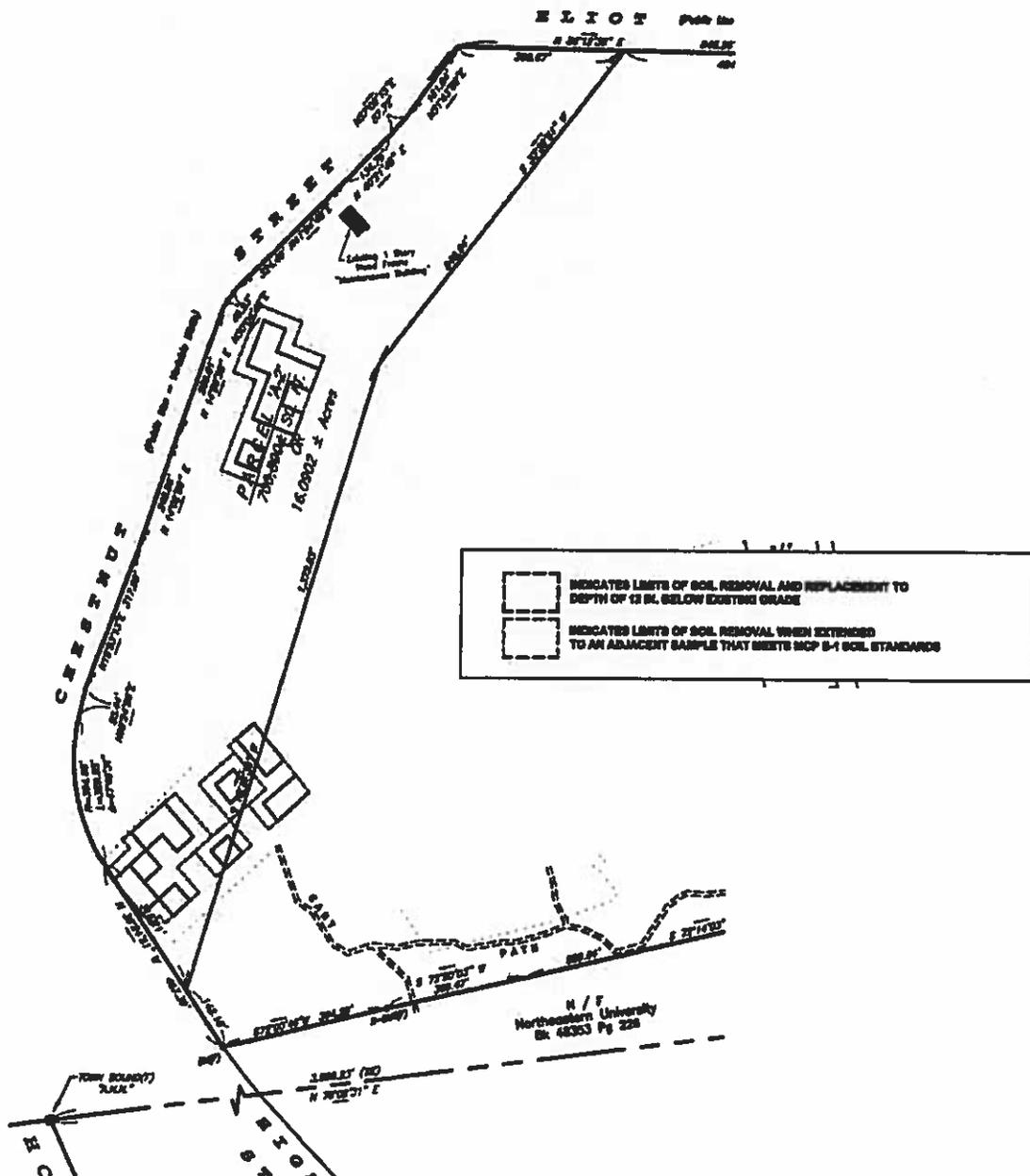
THENCE: N 41°-04'-48" E by a wall in the southeasterly sideline of Chestnut Street, two hundred sixteen and sixty-two hundredths feet (216.62') to a point,

THENCE: N 40°-21'-45" E continuing in the southeasterly sideline of Chestnut Street, eighty-three and twenty-four hundredths feet (83.24') to the point of beginning.

Said parcel contains by estimation 43,866 square feet.

## EXHIBIT G REMEDATION PLAN

Excerpt from "Plan of Land in Ashland, Massachusetts (Middlesex County) Prepared for: Town of Ashland," May 23, 2012, Scale 1"=150', Schofield Brothers of New England, Inc., Framingham, Mass.





**BLATMAN, BOBROWSKI & MEAD, LLC**

Attorneys At Law

30 Green Street • Newburyport, Massachusetts 01950

Phone (978) 463 7700

Fax (978) 463 7747

TO: David Manugian, Director of Public Works'  
FR: Lisa L. Mead, Town Counsel  
CC: Anthony Schiavi, Town Manager  
RE: Termination of Water Service for Failure to Provide Access to Meters  
DA: August 13, 2013

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Reference is made to the above captioned matter. In that connection, it is my understanding that your department is in the process of replacing all residential and commercial water meters within the Town. I am also informed that certain residents have refused to allow water department employees onto their property to swap out their old meters. You have asked whether the Town can terminate water service to those customers' homes.

As you know, residents are required, under 334-29 of the Town Code, to ensure "free access to [their] meter by the [Water and Sewer Department] at all times." The Code provision also states that any failure to provide such access "shall constitute cause for shutting off the water within three (3) days."

Although the Code provision apparently provides your department with the authority to do so, the Town cannot simply and unilaterally decide to terminate water service to a residence for failure to provide access to a meter.

Termination of water service to any property within the Town would constitute a "state action" triggering due process requirements. See Memphis Light, Gas & Water Division v. Craft, 436 U.S. 1 (1978). Those requirements include providing each customer with a notice of your intent to terminate their service, an administrative procedure for protesting the proposed termination, and "some kind of hearing" where the customer will be allowed to speak and present evidence as to why their service shouldn't be terminated. Id.

In this case, notice must be sent by way of certified mail to each customer, advising them of the department's intent to shut their water service off, and advising them of their right to appeal the department's decision to the Board of Selectmen within some specified time. I have provided a form Notice of Termination and Appeal Rights for your review.

Please feel free to contact me with any additional questions or concerns.

**NOTICE OF TERMINATION AND APPEAL RIGHTS**

**To:** \_\_\_\_\_

[Name]

\_\_\_\_\_  
[Street Address]

\_\_\_\_\_  
[City, State, Zip]

**Re:**                   **The premises located at:**

\_\_\_\_\_  
[Street Address]

\_\_\_\_\_  
[City, State, Zip]

**Parcel ID No.:** \_\_\_\_\_

**Water Account No.:** \_\_\_\_\_

**Bill No.:** \_\_\_\_\_

**Issued on:** \_\_\_\_\_, 20\_\_

Please be advised that it is the Town's intent to terminate your water service for failure to comply with the Water Department's requests to enter onto your property to replace your meter, as required by Section 334-29 of the Town Code, which states that "the consumer shall be responsible for free access to the meter by the [Water and Sewer Department] at all times."

The Town retains the right, under Section 334-12 of the Code, "to restrict, limit, or shut off water in all cases when it becomes necessary to do so for repairs, nonpayment of water bills, violations of the regulations or whenever it becomes expedient."

You have a right to appeal this decision to the Town's Board of Selectmen prior to the anticipated shut off date, but no later than \_\_\_\_\_ days following service of this Notice. Your appeal must be made in writing to the Town Clerk.

Be advised that, absent such an appeal, your service will be terminated on:

**ANTICIPATED SHUT-OFF DATE . . . . . \_\_\_\_\_, 20\_\_**

Services terminated for nonpayment will be assessed a \$100.00 reconnection fee.

Issued by: Department of Public Works  
Town of Ashland  
20 Ponderosa Road  
Ashland, Massachusetts 01721  
(508) 881-0120



# **Town of Ashland, Massachusetts**

**Department of Public Works  
20 Bonderosa Road, 01721-1191**

**David M. Manugian, Director, Ext. 7941**  
**David S. Miller, Office Manager, Ext. 7943**  
**Roy M. Correia, General Foreman, Ext. 7964**

**Phone (508) 881-0120**  
**Fax (508) 881-0112**

**Date:** April 28, 2016

**To:** Board of Selectmen  
Town Manager

**From:** Public Works Director

**Re: Meter Replacement Enforcement Policy**

Properly functioning meters are critical to the operation of Ashland's water distribution system. Metering provides an equitable method of assessing utility charges to all customers on an even footing. Malfunctioning meters also tend to underreport water use, thereby increasing unaccounted for water in the system that should be accounted for.

Chapter 334 of the Town Code (Water) accords due authority to the Ashland Water and Sewer Department (WSD) in order to enforce replacement of meters to make sure they are functioning properly. Section 334-29 states, "The consumer shall be responsible for free access to the meter by the WSD at all times. Failure to remove any obstruction preventing access shall constitute a cause for shutting off the water within three days." Obstruction to access includes not responding to reasonable requests to access the property as well as physical obstructions. Please find attached a related memo from town counsel.

The Ashland WSD uses a four step process to notify consumers of the need for a meter change:

1. A general request on the Town web site, at public meetings, and in other publications;
2. A first letter to the customer requesting a time to access the meter;
3. After a minimum two weeks from the date of mailing the first letter, a second letter to the customer requesting a time to access the meter;
4. After a minimum two weeks from the date of mailing the second letter, a third letter to the customer both requesting a time to access the meter and giving notice to the customer of the WSD's intent to shut off their water service.

The notice will advise the customer of their right to appeal within 21 days the WSD's decision to the Board of Selectmen at a water shut-off hearing. If the appeal is not successful and the customer continues to obstruct access, water will be shut of within three days of the hearing. Please find attached a sample Notice of Termination and Appeal Rights.

If water has been shut off and the appeal is not successful, water will not be turned back on until unobstructed access is granted to the meter, the meter is replaced, and the customer pays a \$100 reconnection fee.

- TOWN OF ASHLAND, DPW WATER DEPARTMENT-  
WATER REPLACEMENT PROJECT –STATUS AS OF MAY 24, 2016

The Ashland WSD uses a four step process to notify consumers of the need for a meter change:

1. A general request on the Town web site, at public meetings, and in other publications – Posted online in January 2016 as part of the new website, Advertised on WACA TV and its Facebook page. Posted as an Article in Ashland Directions for the summer months.
2. A first letter to the customer requesting a time to access the meter; - One batch of letters (157 of them) in pockets of the town sent out February, 2016. Another batch of letters for all Badger Meter types sent out on 22<sup>nd</sup>, April 2016 (96 of them). (Totaling – 253 Change requests).
3. After a minimum two weeks from the date of mailing the first letter, a second letter to the customer requesting a time to access the meter; - Second Notice for the non-responsive residents from the same batches (above) sent out on 10<sup>th</sup> and 12<sup>th</sup> of May 2016 (Totaling – 162)
4. After a minimum two weeks from the date of mailing the second letter, a third letter to the customer both requesting a time to access the meter and giving notice to the customer of the WSD's intent to shut off their water service. – Third Notice - Plans to send out the Third notice in the 1<sup>st</sup> week of June 2016 (As of May 24<sup>th</sup>, 2016 - 110 2<sup>nd</sup> notices have not received responses).

-Water Department.



# ***Town of Ashland, Massachusetts***

***Department of Public Works***

***20 Bendersosa Road, 01721-1191***

David M. Manugian, *Director, Ext. 7941*  
David S. Miller, *Office Manager, Ext. 7943*  
Roy M. Correia, *General Foreman, Ext. 7964*

Phone (508) 881-0120  
Fax (508) 881-0112

Date: June 26, 2015  
To: Town Manager  
From: Public Works Director  
Re: **Water Policy Committee Charge**

The Town of Ashland voted at its 2015 annual town meeting to join the Massachusetts Water Resources Authority (MWRA) in order to have a supplemental water source for the Town. The amount of water used by the Town will depend in part on the water use policies of the Town. These policies are governed by Chapter 270 of the Town of Ashland Code. A Water Policy Committee can provide guidance to the Board of Selectmen (acting as water commissioners) regarding future policy should Town Meeting approve construction of a supplemental water connection to the MWRA.

## **Charge Water Policy Committee**

### **Committee**

The water policy committee shall consist of three to five members and support staff. The members shall be town residents or an owner of a local business, who are municipal water customers. The staff shall be the public works director or his designee. The water policy committee shall be a subcommittee of the Ashland Board of Selectmen and committee members shall be appointed by a majority vote of the Board. The committee shall elect a chair and secretary.

### **Staff**

The public works department shall provide support to the committee by attending meetings, providing documents, and performing background research.

### **Charge**

The objective of the committee is to provide a recommendation to the Board of Selectmen related to water policy for use of public water in Ashland, whether from the town wells or another source such as the MWRA supplemental connection. The recommendation may include a revised town bylaw for possible enactment at the special town meeting in fall 2015.

### **Timeline**

The committee shall be formed at the Board's meeting on July 1. It shall provide a final report to the Board prior to fall town meeting, with an initial update on 9/2/15.

### **Reporting**

The committee shall provide periodic updates to the Board on its progress or issues.



Susan Robie <srobie@ashlandmass.com>

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## Re: Grant Information

1 message

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Leonard Rabinowitz <lrabinowitz@ashland.k12.ma.us>  
To: Susan Robie <srobie@ashlandmass.com>

Tue, May 17, 2016 at 11:36 AM

Dear Ms Robie:

Thank you for contacting me. I am happy to provide additional information. I have split my response into three areas. Please see below.

1. There are currently no additional funding sources. We asked for a grant from Middlesex Savings Bank but they turned us down. Kids asked some local businesses for donations. Some have said they would donate but none have actually done so to date. Parents have provided some money but that was used to pay prior bills for the group. The club has saved a small amount of cash in our student activities account and would like to save this for expected expenses early next year. We have also been working on our internal fundraising ideas, but will not be able to implement them during the remainder of this school year.
2. 3 carpools to and from Greenwich CT. \$25 each, \$75 total.
3. The event has already occurred. It was the weekend of April 23rd-24th. JSA said they could bill us and we could pay later, so the group attended. The bill for the JSA Spring State meeting has arrived and needs to be paid. The bill totals \$1385.00

These students have worked hard and are committed to the importance of civic involvement. We would appreciate getting a response as soon as possible.

Sincerely,

Len Rabinowitz  
Social Studies Teacher  
JSA Teacher Advisor

On Mon, May 9, 2016 at 3:04 PM, Susan Robie <srobie@ashlandmass.com> wrote:

At a recent meeting the Board of Selectmen discussed the grant submission. Board members were unable to make a determination on your submission based on the information you provided. The board would like you to provide any additional information you have available. Additional information should include any additional funding sources or requests that you have made, an estimate on the cost of transportation and when the event(s) are suppose to take place.

*Susan Robie*

Executive Assistant  
Town Manager / Board of Selectmen  
Town of Ashland  
101 Main Street  
Ashland, MA 01721

Direct 508-532-7921  
Fax 508-881-0174

Please remember when writing or responding, the Massachusetts Secretary of State has determined that e-

100d 3116116  
Bas



## BAA INVITATIONAL NUMBERS GRANT APPLICATION

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

GENERAL INFORMATION		
1.	Date	March 15th 2016
2.	Name of organization	Junior State of America Ashland Chapter
3.	Contact	Len Rabinowitz
4.	Address	65 East Union Street Ashland MA 01721
5.	Telephone	5088810177
6.	Alt. Telephone	7742791790
7.	Fax	
8.	e-mail address	lrabinowitz@ashland.k12.ma.us
9.	Name of Project	Junior State of America Ashland Chapter Fundraising for Spring State JSA meeting
10.	Amount of request	\$1550.00

## DESCRIPTION OF ORGANIZATION

11. Description of Project funds will be used for covering transportation and other expenses for students involved in the Junior State of America, Ashland Chapter. JSA is a nationwide organization dedicated to getting students involved in civic participation, democracy, politics, and public service. It holds several regional and national meetings throughout the year. Students must pay costs for transportation and other ancillary expenses. For example students have to pay for their meals in addition to travel and a room. Many students cannot afford the full costs, or any of the cost at all. It is often several hundred dollars per student.

The funds from this grant will go directly to deferring the costs associated with food and hotel for all students traveling to our next JSA function. The estimated cost per student for room and board on a two day trip is \$155.00 per student. Bringing ten students would therefore cost \$1550 in room and board, leaving the students to cover transportation costs. If fewer than ten students go, leftover monies will help to subsidize future trips. If more than ten students go the money will be used to subsidize and reduce costs for all students going on this trip.

12. Who will be responsible for managing the project? Len Rabinowitz, social studies teacher at Ashland High School. JSA students are also responsible.

13. Area and population served. Any student at Ashland High School that joins JSA and maintains their membership in good standing.

14. How will outcome be measured? The primary measure will be the number of students able to attend the regional and national meetings and what the cost of attending those meetings will be.

**15. Brief description of organization. From the JSA website:**

Since 1934, the nonprofit Junior Statesmen Foundation and the Junior State of America (JSA) have helped more than 500,000 student leaders acquire the knowledge and skills necessary to be active, informed and responsible citizens, voters and leaders. We are committed to developing a diverse cross section of young leaders throughout the entire country. During the school year, the student-run Junior State of America operates on high school campuses nationwide as an extra-curricular activity. JSA allows students to experience first-hand the drama and power of politics as well as the challenges and responsibilities of leadership. JSA chapters serve as the center of political awareness at their schools and JSA conventions bring thousands of students together to share their opinions and learn from each other. JSA and the Foundation also conduct an annual national leadership conference at the Montezuma School, the site of the organization's founding. Volunteer teacher/advisors and foundation staff support these activities. Although separate organizations, The Junior Statesmen Foundation and the Junior State of America work in close collaboration, on a daily basis, to achieve their common goals.

**16. Final thoughts/points that should be considered.**

JSA is an important part of Ashland High School and has a long tradition here. It means a lot to the students that participate and their families. JSA students are active and involved. Their participation is in direct support of Ashland High Schools stated values of respect, responsibility, integrity, involvement, and achievement. Some of the students involved need some financial assistance. Your help in that area would be greatly appreciated by all.



Susan Robie <srobie@ashlandmass.com>

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## Ashland Half & Marathon Park Prep

1 message

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Steven Greenberg <steveg@oakrealtyma.com>  
To: Susan Robie <srobie@ashlandmass.com>

Thu, May 19, 2016 at 10:37 AM

Hello Susan,

The Ashland Sporting Association is asking to be on an upcoming Selectmens agenda to request Saturday October 29th 2016 and Saturday March 18th 2017 for permission to have the Ashland Half Marathon and the Marathon Park Prep races please.

ASA, Inc.  
158 Pond Street  
Ashland, MA 01721  
Steven H. Greenberg  
Cell: 508.641.1222



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**FW: Ashland Commons taking for West Union Sewer**

1 message

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Lisa Mead <lisa@bbmatlaw.com>

Fri, May 27, 2016 at 10:33 AM

To: Susan Robie <srobie@ashlandmass.com>

Cc: Michael Herbert <mherbert@ashlandmass.com>, Jennifer Ball <jball@ashlandmass.com>

See my comment below relative to the plan. Maybe Reguita has it or Tara would have had it from the Nov Town Meeting.

Susan the Board merely needs to set the date for the hearing at the next board meeting and then make sure it is over 30 days away so you have time to send out the letter entitled Notice of Intent to Take . The others we will deal with for the hearing.

Lisa

according to the meeting schedule the hearing should be set for:

Lisa L. Mead

Blatman Bobrowski Mead & Taleman, LLC

30 Green Street

Newburyport MA 01950

☎ 978 463 7700

7 978 463 7747

www.BBMATLAW.com

July 6th or  
Aug. 3rd

The information in this transmittal is privileged and confidential and is intended only for the recipient(s) listed above. If you are neither the intended recipient(s) nor the person responsible for the delivery of this transmittal to the intended recipient(s), you are hereby notified that any unauthorized distribution or copying of this transmittal is prohibited. If you have received this transmittal in error, please notify me immediately at 978 463 7700.

Please consider the environment before printing this email.



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From: Lisa Mead

Sent: Wednesday, March 9, 2016 1:11 PM

To: 'Susan Robie' <srobie@ashlandmass.com>

Cc: 'David Manugian' <dmanugian@ashlandmass.com>; Michael Herbert <mherbert@ashlandmass.com>

Subject: Ashland Commons taking for West Union Sewer

TENTATIVE SCHEDULE FOR BOARD OF SELECTMEN  
REGULAR MEETINGS FOR 2016

JAN. 06  
12 (MEET-GREET TOWN MANAGER)  
DISCUSSION TO SELECT NEW TM  
20

JUL. 06

FEB. 03  
17

AUG. 03

MAR. 02  
16  
30 (If needed)

SEPT. 07  
21

APR. 06  
12 Tentative State of the Town Address  
20

OCT. 05  
19

MAY:  
03 Tuesday evening  
04 Town meeting  
11  
25

NOV. 02  
16  
30 (If Needed)

JUN. 01  
15  
29 (If needed)

DEC. 07  
21

**Takings Hearings**  
**, 2016**

**West Union**

**1. Open Public Hearing:**

Chair: I hereby open the public hearing for the Taking of an easement in 101 Presidents Row for the installation of sewer and/or water transmission pipelines as authorized by Article 11 of the November 17, 2015 Special Town Meeting. Said notice having been sent by this Board on \_\_\_\_\_, 2016 to the following owner of record:

**101 Presidents Row**

Owner: Ashland Commons Associates  
c/o Jeff Ewing  
APT Asset Management, Inc.  
500 Cummings Park, Suite 6050  
Woburn, MA 01801

**2. All those speaking in favor:**

**3. All those speaking against:**

**4. Discussion:**

**5. Close the public hearing:**

**6. Motion to approve as follows:**

That the Board of Selectmen take by eminent domain, as approved by Article 11 at the November 17, 2015 Special Town Meeting, a permanent easement in a portion of the property located at 101 Presidents Row, Ashland, MA more particularly described in Certificate of Title No. 166179, filed with the Land Registration Office for the Middlesex County Registry of Deeds in Book 961, Page 29, shown on a plan entitled "Easement – Site Plan Land in Ashland, Massachusetts" prepared by Alpha Surveying and Engineering, Inc., dated November 1, 2015.

The purpose of the taking is to acquire an easement interest in the aforesaid area to allow for the installation and maintenance of sewer and/or water transmission pipelines by the Town of Ashland, for the health and welfare of its inhabitants, including but not limited to: the right to lay, construct, operate and maintain them; the right of excavation to provide access thereto; the right of entry upon the aforesaid property, by foot or by

vehicle, with or without equipment, in connection with the exercise of said rights; and any and all other rights incidental thereto and not inconsistent with the foregoing. Said rights are to be exercised in the Town's sole and unfettered discretion. The owner(s) of the aforesaid property, their successor(s) and assign(s) may pass and repass over and upon the easement area and shall retain all rights to use the same for any and all purposes not inconsistent with the rights herein granted; provided, however, that no permanent structure that may unreasonably interfere with the Town's rights as aforesaid shall be erected over, under or upon the easement area at any time, nor shall shrubbery or tree(s) be planted thereupon without the express, written permission of the Town.

Should the Town's use of the easement area for the aforesaid purposes result in damage thereto, the Town's sole responsibility is to restore the same as nearly as practical to its condition immediately prior to said damage; provided, however, that in the event improvements are made to the easement area, whether consistent or inconsistent with the foregoing, the Town shall not be required to replace the same with other than grass, reasonable and normal landscaping or asphalt, as the case may be.

The foregoing right and easement shall be assignable and otherwise transferrable at the will of the Town, subject to the conditions referenced above.

And further that the Board of Selectmen moves to award \$25,000.00 for this taking in accordance with the appraisal dated November 14, 2015 by A.M. Appraisal Associates, Inc.

Member	In Favor	Opposed	Abstained	Not Present
Magnani	—	—	—	—
Hakansson	—	—	—	—
Mitchell	—	—	—	—
Greaves	—	—	—	—
Scherer	—	—	—	—

Property Address:

**NOTICE OF INTENT TO TAKE**  
**Sewer & Water Transmission Pipeline Easement - Assessors' Map 20, Lot 149**

**[DATE]**

Ashland Commons Associates  
c/o Jeff Ewing  
APT Asset Management, Inc.  
500 Cummings Park, Suite 6050  
Woburn, MA 01801

**CERTIFIED AND FIRST CLASS MAIL**

**RE: Assessors' Map 20, Lot 149 – Sewer & Water Transmission Line Easement Taking**

Dear Property Owner:

Reference is made to the above captioned matter. In that regard, the Board of Selectmen hereby notifies you of its intent to issue an Order of Taking of a Permanent Sewer & Water Pipeline Easement in the property located at 101 Presidents Row, Ashland, MA, Assessors' Map 20, Lot 149, and more particularly described in Certificate of Title No. 166179 filed with the Land Registration Office for the Middlesex County Registry of Deeds at Book 961, Page 29. The Easement is identified as, "Segment 1 – 31,000 SF ±", "Segment 2 – 24,000 SF ±" and "Segment 3 – 9,000 SF ±" on the attached plan entitled, "Easement – Site Plan Land in Ashland, Massachusetts" prepared by Alpha Surveying and Engineering, Inc., dated November 1, 2015.

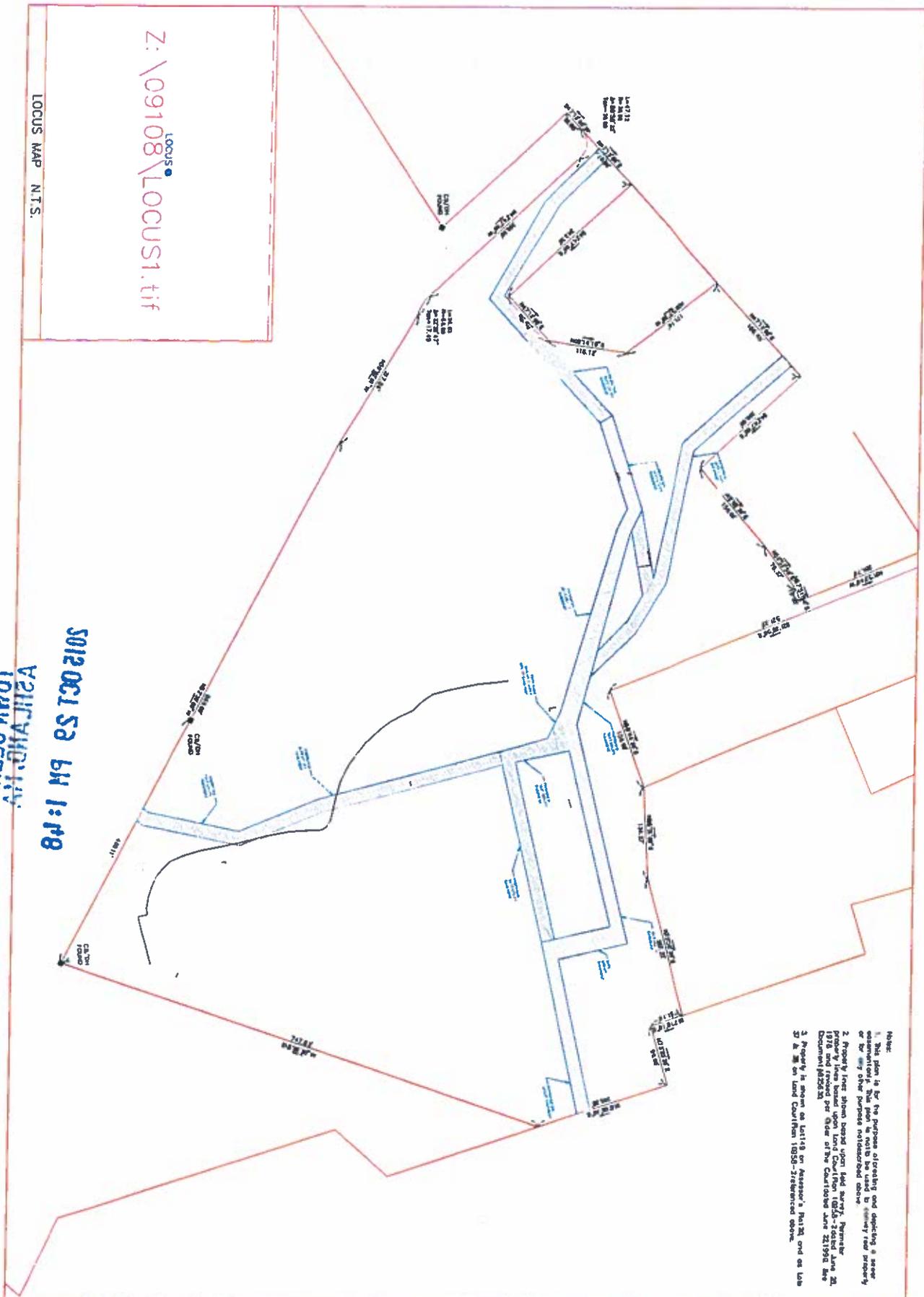
The purpose of the Order of Taking is for constructing, maintaining, operating, inspecting, repairing or replacing sewer and/or water transmission pipes. Under G.L. c. 79, § 5C, as the record title holder of this land, you are entitled to this Notice of Intent thirty (30) days prior to the issuance of the Order of Taking. The Board of Selectmen will hold a public hearing on this matter at the Ashland Town Hall at 101 Main Street, Ashland, MA on \_\_\_\_\_ at \_\_\_\_\_ P.M., at which the Board will vote on the taking.

If you have any questions or concerns about this matter, please contact Michael Herbert, Town Manager, at 508-532-7911.

Thank you,

\_\_\_\_\_  
Joseph Magnani, Chair  
Ashland Board of Selectmen

November 2005 Special Town Meeting  
Article 11



Note:  
 1. This plan is for the purpose of creating and depicting a sewer easement and is not intended to be used for any other purpose not intended above.  
 2. Property lines shown based upon City and Town's records. Property lines based upon Land Court's records are shown in 1978 and revised per Order of the Court dated June 22, 1995. Document # 925233.  
 3. Property is shown as being on Assessor's Map 20 and on Map 20 A as shown on Land Court's 1995-1996 Assessment map.

Z:\09108\LOCUS1.tiff  
 LOCUS MAP N.T.S.

50120C1 S2 BH 1:178  
 RECEIVED  
 TOWN CLERK  
 ASHLAND, MA

EASEMENT - SITE PLAN  
 LAND IN ASHLAND, MASSACHUSETTS



PREPARED FOR ASHLAND  
 MAP 20 LOT 149 ASHLAND, MA

GREATER FALL RIVER  
 DEVELOPMENT CORPORATION  
 P.O. BOX 2939  
 FALL RIVER, MA 02722

09108  
 1 OF 1  
 09108

WILLIAM MACKENZIE P.L.S.



**Town of Ashland**  
Commonwealth of Massachusetts

**ORDER OF TAKING**

Eminent Domain Taking of Easement at 101 Presidents Row.

Board of Selectmen meeting Date: \_\_\_\_\_, 2016

Member	In Favor	Opposed	Abstained	Not Present
Magnani	—	—	—	—
Hakansson	—	—	—	—
Mitchell	—	—	—	—
Greaves	—	—	—	—
Scherer	—	—	—	—

Pursuant to the authority granted by G.L. c. 83, § 1, the Board of Selectmen hereby takes by eminent domain, as approved by Article 11 at the November 17, 2015 Special Town Meeting, a permanent easement in a portion of the property located at 101 Presidents Row, Ashland, MA more particularly described in Certificate of Title No. 166179, filed with the Land Registration Office for the Middlesex County Registry of Deeds at Book 961, Page 29, and identified as "Segment 1 – 31,000 SF ±", "Segment 2 – 24,000 SF ±" and "Segment 3 – 9,000 SF ±" on the attached plan entitled, "Easement – Site Plan Land in Ashland, Massachusetts" prepared by Alpha Surveying and Engineering, Inc., dated November 1, 2015.

The purpose of the taking is for the installation and maintenance of sewer and/or water transmission pipelines by the Town of Ashland, for the health and welfare of its inhabitants, including but not limited to: the right to lay, construct, operate and maintain them; the right of excavation to provide access thereto; the right of entry upon the aforesaid property, by foot or by vehicle, with or without equipment, in connection with the exercise of said rights; and any and all other rights incidental thereto and not inconsistent with the foregoing.

The Board of Selectmen has voted to award \$25,000.00 for this taking in accordance with the appraisal dated November 14, 2015, by A.M. Appraisal Associates, Inc.

Town of Ashland  
Board of Selectmen

\_\_\_\_\_  
Joseph J. Magnani, Jr., Chair

\_\_\_\_\_  
Yolanda Greaves

Property Address:

Carl G. Hakansson

Steven Mitchell

Robert K. Scherer

**COMMONWEALTH OF MASSACHUSETTS**

**Middlesex, ss.**

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public, personally appeared the above-named members of the Town of Ashland Board of Selectmen, who proved to me through satisfactory evidence of identification, being \_\_\_\_\_, to be the persons whose names are signed on the above document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_

Notary Public

My Commission Expires:

**NOTICE OF INTENT TO TAKE**  
**Sewer & Water Transmission Pipeline Easement - Assessors' Map 20, Lot 149**

**[DATE]**

Ashland Commons Associates  
c/o Jeff Ewing  
APT Asset Management, Inc.  
500 Cummings Park, Suite 6050  
Woburn, MA 01801

**CERTIFIED AND FIRST CLASS MAIL**

**RE: Assessors' Map 20, Lot 149 – Sewer & Water Transmission Line Easement  
Taking**

Dear Property Owner:

Reference is made to the above captioned matter. In that regard, the Board of Selectmen hereby notifies you of its intent to issue an Order of Taking of a Permanent Sewer & Water Pipeline Easement in the property located at 101 Presidents Row, Ashland, MA, Assessors' Map 20, Lot 149, and more particularly described in Certificate of Title No. 166179 filed with the Land Registration Office for the Middlesex County Registry of Deeds at Book 961, Page 29. The Easement is identified as, "Segment 1 – 31,000 SF ±", "Segment 2 – 24,000 SF ±" and "Segment 3 – 9,000 SF ±" on the attached plan entitled, "Easement – Site Plan Land in Ashland, Massachusetts" prepared by Alpha Surveying and Engineering, Inc., dated November 1, 2015.

The purpose of the Order of Taking is for constructing, maintaining, operating, inspecting, repairing or replacing sewer and/or water transmission pipes. Under G.L. c. 79, § 5C, as the record title holder of this land, you are entitled to this Notice of Intent thirty (30) days prior to the issuance of the Order of Taking. The Board of Selectmen will hold a public hearing on this matter at the Ashland Town Hall at 101 Main Street, Ashland, MA on \_\_\_\_\_ at \_\_\_\_\_ P.M., at which the Board will vote on the taking.

If you have any questions or concerns about this matter, please contact Michael Herbert, Town Manager, at 508-532-7911.

Thank you,

\_\_\_\_\_  
Joseph Magnani, Chair  
Ashland Board of Selectmen



# **Town of Ashland, Massachusetts**

**Office of the Board of Selectmen  
and Town Manager  
101 Main Street, 01721-1191  
(508) 881-0100 Ext 7  
(508) 881-0171 (fax)**

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

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

June 1, 2016

**VIA CERTIFIED MAIL**

Martin Suuber, Commissioner  
Department of Environmental Protection  
1 Winter Street  
Boston, MA 02108

**RE: Nyanza Chemical Waste Dump Superfund Site  
Megunko Road, Ashland, Massachusetts  
Inspections Pursuant to Operation and Maintenance Plan**

Dear Commissioner Suuber:

As the Board of Selectmen for the Town of Ashland, we take the safety and security of our residents very seriously, as you can well imagine. Recently, as part of an effort to redevelop property which is near the Nyanza Chemical Waste Dump Superfund Site (the "Site") located on Megunko Road in Ashland, Massachusetts, we had an opportunity to observe the area known as "Chemical Brook". Given the current condition of the brook we are concerned with reagr the ongoing inspection and maintenance requirements relating thereto. The purpose of this correspondence is to remind the Department of Environmental Protection (the "DEP") of its ongoing obligation to inspect the portions of the Site that have been remediated, and to inform the DEP of specific concerns the Town has with existing areas of the Site

The Site is the subject of a Grant of Environmental Restriction and Easement recorded in the Middlesex South Registry of Deeds in Book 624000, at Page 377, which resulted from a Consent Decree between the owner of the Site, the United States and the Commonwealth of Massachusetts entered in the United States District Court on August 1, 2000 in Civil Action No. 00CV11037EHF and Civil Action No. 00CV11038EHF. Pursuant to the Consent Decree, an Operations and Maintenance Plan dated April, 2003 (the "O & M Plan) was prepared, setting forth ongoing inspection, operation and maintenance responsibilities regarding the Site.

As noted in the O & M Plan, "MADEP is responsible for all future O&M activities for the 30-year expected life of these remedial actions." The date the DEP's responsibility ends is listed as

November 6, 2021 for all OU #1 and #3 cap O & M activities and all OU #1 non-cap O & M activities, and November 6, 2031 for all OU # 3 non-cap O & M activities. Accordingly, the DEP is still well within the time-period during which it has responsibility regarding the Operations and Maintenance of the Site.

The O & M plan states in Section 4.1 that "Site inspections shall be performed to document conditions and recommend maintenance activities." This section goes on to state that such "[i]nspections and maintenance shall be performed quarterly for the first two years and then semi-annually thereafter, unless MADEP, in consultation with the USEPA, determines that a change in inspection frequency is required based upon Site conditions." The results of these inspections are required to be reported to the DEP.

The Town of Ashland is concerned that the required inspections have not been conducted pursuant to the schedule set forth in the O & M Plan. In particular, the Town has concern regarding inspections of the Chemical Brook, described in the O & M Plan as "Area N". The O & M Plan notes that Area N "was excavated until the water table was encountered." The O & M Plan further notes that "[a] layer of woven geotextile fabric and a layer of crushed stone were placed on top of the remaining contaminated soils." The inspection instructions contained in the O & M Plan requires for all areas that "the inspector shall check for any excavation or erosion activities that might expose contaminants left in place." The O & M Plan provides further instructions regarding Area N, requiring the inspector to "check also for overgrown vegetation, exposed woven geotextile fabric, and crushed stone." The inspector is required to notify the DEP immediately if any of the above issues are present upon inspection. The maintenance obligations contained in the O & M Plan also state that "[t]o ensure uninhibited flow and prevent flooding, remove debris and vegetation from Area N . . . and verify that woven geotextile fabric is covered with crushed stone."

The Town has conducted a visual inspection of Area N, which clearly shows that the crushed stone has washed away, exposing the woven geotextile fabric. Photos showing the exposed fabric in Area N are included herewith. The O & M Plan states under "repairs", that "[i]f excavation or erosion is discovered in these areas, upon consultation with MADEP and USEPA, repairs such as filling and or replacement of fabric or crushed stone may be required."

The Town requests that the DEP conduct all required inspections on the Site, with particular focus on Area N, and that all necessary repairs be made as quickly as possible. We request that you provide to us copies of all past inspection reports and the result of the inspection made pursuant to this request, as well as any proposed or completed maintenance work.

Please feel free to contact us with any questions.

Respectfully submitted,  
Town of Ashland Board of Selectmen

By: \_\_\_\_\_  
Its Chair

Cc: Michael Herbert, Town Manager  
Jenn Ball, Assistant Town Manager  
Lisa L. Mead, Town Counsel



May 22, 2016

Mr. Joseph Magnani  
Chairman  
Board of Selectmen  
Town of Ashland  
101 Main Street  
Ashland, Massachusetts 01721

Re: Requested action pursuant to Alternate Funding Agreement for Utility Construction

Dear Mr. Magnani,

Campanelli/Thorndike (CT) is requesting that it be permitted to move forward with limited utility construction within the MBTA right of way to insure that the Ashland Rail Transit Apartments, which are presently under construction, will be able to connect to all necessary utilities by its projected first occupancy date, May 1, 2017. Specifically, we are requesting that under the terms of the Alternate Funding Agreement we be permitted to begin work installing the sewer and gas lines along with the sewer pump station that are part of the final reconstruction plans for the MBTA Road.

This request is necessary because the preparation of the plans and the local approval process of those plans is behind schedule. In order to complete the necessary work this calendar year before work in the public right of way is suspended for the winter months, the work should be commencing now. Instead, as the attached detailed schedule indicates, a likely start date is September. Presently, the Alternate Funding Agreement allows CT to invoke self help if all utilities have not been completed by the later of May 15<sup>th</sup>, 2016 or four months prior to the anticipated first occupancy. However, the anticipated revised start date for this work would result in four months prior falling during the winter when road work is normally suspended. Consequently, it is necessary for us to request that the Selectmen agree to allow us to move forward with the work at this time. If CT gets a jump start on the sewer and gas, beginning work as early as July, all necessary utility work can be completed this calendar year, even though other reconstruction work such as the final reconfiguration of the roadway and the installation of the multi-modal path may spill over to the spring of 2017.

Installing utilities pursuant to the Alternate Funding Agreement addresses an important timing matter but does not result in any added cost to the town. Instead, the Development Agreement between the Selectmen and CT, signed at the same time as the Alternate Funding Agreement, calls for CT to contribute \$1,200,000 in funds to the town which are to be held in escrow until all utilities have been installed to Lot 1's front door. These funds will eventually be used to address sewer Inflow and Infiltration issues. However, pursuant to the terms of the Alternate Funding Agreement, they may be reassigned in the short term for utility construction. Dollars from the Mass Works grant and other private funding sources already in place which would have been



used to build these utilities would then be available to effectively provide funding for the I&I work whose dollars were redirected.

As part of this effort we have discussed with Michael Herbert and Jen Ball listing the self help utility work as "Add Alternates" on the public bid documents. In this way the town will receive complete pricing for the road and utility work and, if for whatever reason, CT fails to move forward with this work, the town will be in the position to contract for and complete the entire effort.

As a further backup plan to facilitate the project and relieve pressure on the town to meet the May 1, 2017 deadline, the town DPW has provided preliminary approval for our water service to be provided from High Street until such time as the MBTA Road water line is completed (see attached diagram and email from David Manugian). The approved Lot 1 plans call for the water main that will come up the MBTA Road from Route 135 to "loop" through our property to High Street. We will begin this work at the High Street connection this summer and extend the line through our property to the MBTA Road this summer and fall. In this way the project will not be dependent on the water line in the MBTA Road being completed by May 1 to occupy its first buildings.

Finally, while still in the discussion phase, we anticipate being able to access power, cable and phones in the same manner from High street this year in the event that this work is not completed in the MBTA Road this fall. Eversource, like the DPW, wishes its power lines to be looped to High Street. Beginning at High Street will give us power for the property while the MBTA work is ongoing. This power will be underground and can be laid in the same utility easement as the water. This work is independent of the emergency access road alternatives analysis that we have undertaken in cooperation with the town and the MBTA. Irrespective of where the emergency access road is built, the water line must loop through to High Street and this is part of the approved plans. The underground electric will follow this same route.

Thank you for your consideration of this matter. We look forward to discussing it further with the Board on May 25<sup>th</sup>. If you require any additional information prior to our meeting please do not hesitate to ask.

Sincerely,

A handwritten signature in black ink, appearing to read "Lloyd Geisinger", with a stylized flourish at the end.

Lloyd Geisinger  
President  
Thorndike Development Corporation

For Campanelli /Thorndike

Cc: Dan DeMarco, Managing Partner, Campanelli

MBTA Access Road  
 Construction Cost Estimate  
 5.20.16

	CT (Self Help)	MassWorks (1)
Mobilization	\$5,000	\$5,000
Traffic Control	\$17,640	\$86,760
Erosion Control	\$5,000	\$15,000
Gravity Sewer	\$101,200	\$0
Force Main	\$71,400	\$0
Pump Station	\$250,000	\$0
Gas	\$37,973	\$0
Drainage	\$0	\$76,250
Earthwork and Walls	\$0	\$96,410
Paving Removal	\$19,955	\$50,866
Relocation of Light Poles	\$0	\$52,000
Booster Station	\$0	\$0
Water Main	\$0	\$556,050
Electric. Tel, CATV	\$0	\$558,310
Multi-Modal Path	\$0	\$144,472
Curbing (Bituminous)	\$0	\$30,000
Daily Road Patching	\$59,541	\$14,885
Road Paving	\$0	\$199,225
Misc Loam and Seed	\$5,610	\$50,490
<b>Subtotal</b>	<b>\$573,319</b>	<b>\$1,935,718</b>
10% Contingency	\$57,332	\$193,572
Engineering / Inspections	\$18,280	\$61,720
<b>Totals</b>	<b>\$648,931</b>	<b>\$2,191,010</b>
<b>TOTAL (CT Self Help &amp; Massworks)</b>		<b>\$2,839,941</b>
<b>CURRENT ALLOCATED MASS WORKS BUDGET</b>		<b>\$3,100,000</b>

1. Based on estimate by CT Site Contractor using prevailing wage rates.

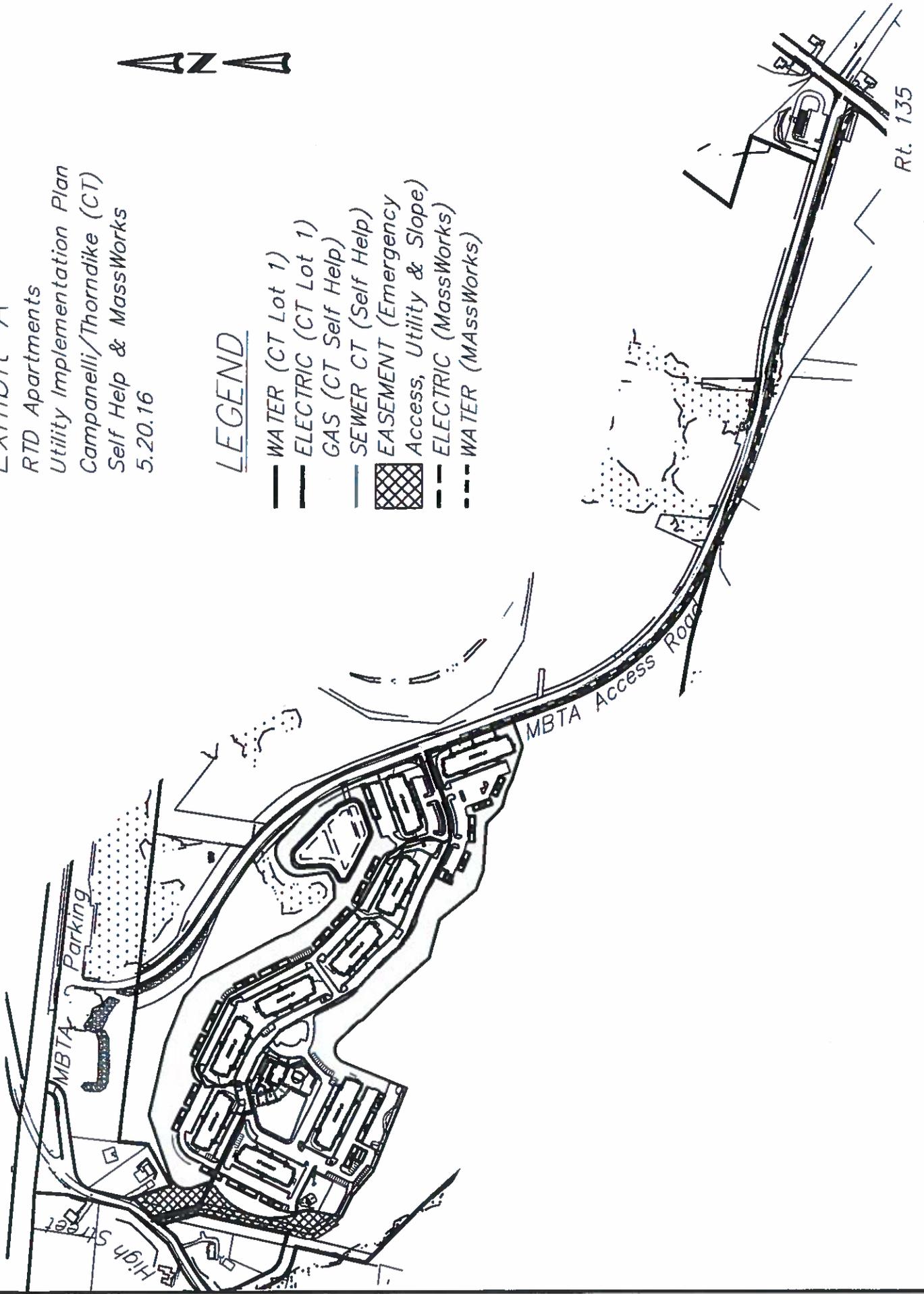
# Exhibit A

RTD Apartments  
Utility Implementation Plan  
Campanelli/Thorndike (CT)  
Self Help & MassWorks  
5.20.16



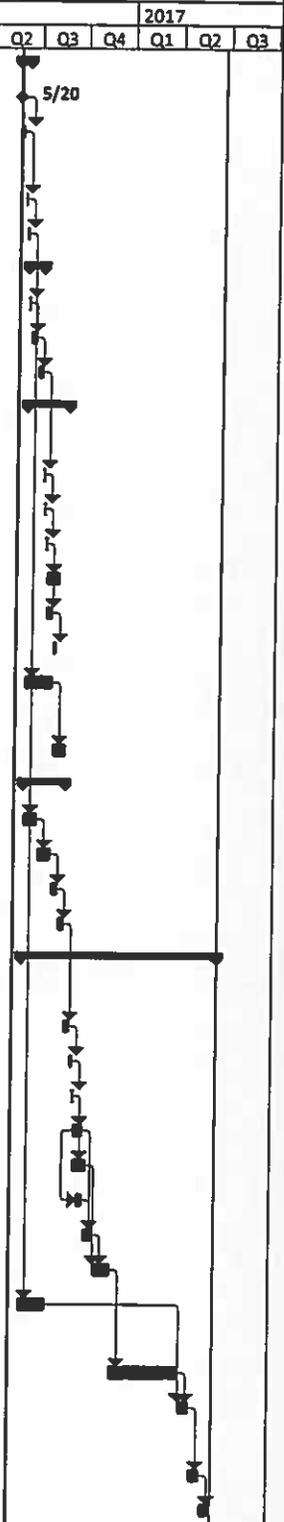
## LEGEND

- WATER (CT Lot 1)
- ELECTRIC (CT Lot 1)
- GAS (CT Self Help)
- SEWER CT (Self Help)
- ▣ EASEMENT (Emergency Access, Utility & Slope)
- - - ELECTRIC (MassWorks)
- - - WATER (MassWorks)



**MBTA Access Road Construction Schedule**

ID	Task Mode	Task Name	Duration	Start	Finish	2016				2017		
						Q1	Q2	Q3	Q4	Q1	Q2	Q3
1	↓	<b>CT Self Help Scope (Phase 1 Plans)</b>	13 days	Fri 5/20/16	Tue 6/7/16							
2	↓	Plan Completion	0 days	Fri 5/20/16	Fri 5/20/16		5/20					
3	↓	Receive Peer Review Comments from Klienfelder	6 days	Fri 5/20/16	Fri 5/27/16							
4	↓	Incorporate Comments	4 days	Mon 5/30/16	Thu 6/2/16							
5	↓	Final Approval	3 days	Fri 6/3/16	Tue 6/7/16							
6	↓	<b>CT Self Help Scope (Phase 1 Contract)</b>	23 days	Wed 6/8/16	Fri 7/8/16							
7	↓	Distribution of Bid Docs	3 days	Wed 6/8/16	Fri 6/10/16							
8	↓	Receive Bids	10 days	Mon 6/13/16	Fri 6/24/16							
9	↓	Award Contract	10 days	Mon 6/27/16	Fri 7/8/16							
10	↓	<b>CT Self Help Scope (Phase 1 Construction)</b>	60 days	Wed 6/8/16	Tue 8/30/16							
11	↓	Mobilization and Layout	3 days	Mon 7/11/16	Wed 7/13/16							
12	↓	Erosion Control	2 days	Thu 7/14/16	Fri 7/15/16							
13	↓	Pre- Construction Meeting(s)	1 day	Mon 7/18/16	Mon 7/18/16							
14	↓	Gravity Sewer Installation	20 days	Tue 7/19/16	Mon 8/15/16							
15	↓	Force Main Installation	10 days	Tue 7/19/16	Mon 8/1/16							
16	↓	Pump Station Installation	5 days	Tue 8/2/16	Mon 8/8/16							
17	↓	Coord and Scheduling of Gas Company	40 days	Wed 6/8/16	Tue 8/2/16							
18	↓	Gas Main Installation	20 days	Wed 8/3/16	Tue 8/30/16							
19	↓	<b>MassWorks Scope (Phase 2 Contract)</b>	60 days	Wed 6/8/16	Tue 8/30/16							
20	↓	Distribution of Bid Docs	20 days	Wed 6/8/16	Tue 7/5/16							
21	↓	Receive Bids	20 days	Wed 7/6/16	Tue 8/2/16							
22	↓	Value Engineering	10 days	Wed 8/3/16	Tue 8/16/16							
23	↓	Award Contract	10 days	Wed 8/17/16	Tue 8/30/16							
24	↓	<b>MassWorks Scope (Phase 2 Construction)</b>	270 days	Wed 6/8/16	Tue 6/20/17							
25	↓	Mobilization and Layout	10 days	Wed 8/31/16	Tue 9/13/16							
26	↓	Installation of Erosion Control	5 days	Wed 9/14/16	Tue 9/20/16							
27	↓	Pre- Construction Meeting(s)	1 day	Wed 9/21/16	Wed 9/21/16							
28	↓	Relocation of Catch Basins	15 days	Thu 9/22/16	Wed 10/12/16							
29	↓	Slope and Wall Work	20 days	Thu 9/22/16	Wed 10/19/16							
30	↓	Cutting and Removal of Paving	10 days	Thu 9/29/16	Wed 10/12/16							
31	↓	Relocation of Light Poles	15 days	Thu 10/13/16	Wed 11/2/16							
32	↓	Installation of Water Main	25 days	Thu 11/3/16	Wed 12/7/16							
33	↓	Coordination and Scheduling with Elec. Co.	40 days	Wed 6/8/16	Tue 8/2/16							
34	✖	Winter Break	93 days	Thu 12/8/16	Mon 4/17/17							
35	↓	Installation of Duct Bank (Elec., Tel, Data)	15 days	Tue 4/18/17	Mon 5/8/17							
36	↓	Construction of Multi Modal Path	16 days	Tue 5/9/17	Tue 5/30/17							
37	↓	Final Paving and Curb Work	15 days	Wed 5/31/17	Tue 6/20/17							





**ALTERNATE FUNDING AGREEMENT  
FOR UTILITY CONSTRUCTION**

This Agreement is entered into as of the 24 day of Sept, 2015 by and between the Town of Ashland, 101 Main Street, Ashland MA by and through its Board of Selectmen ("Town") and Campanelli Acquisition Partners II LLC, a Massachusetts Limited Liability Company, Campanelli Drive, Braintree, MA ("Developer") and Megunko Transit District, LLC 65 Temple Drive, Box 300, Alston Bay NH 03810 ("Megunko") and Ashland RTD Apartments LLC 12, Standish Lane, Winchester MA 01890 ("LLC") (Megunko and LLC collectively, hereinafter with any nominees, successors or assigns, the "Owner").

WHEREAS, the LLC owns Lot 1 containing 30.1226 +/- acres and Lot 2 containing 36.3098 +/- acres of land as shown on a plan entitled "plan of Land in Ashland, MA" prepared for J.P.I. Apartments Development, Inc. dated January 8, 2003 prepared by Hancock Survey Associates, Inc. and recorded as Plan 966, July 28, 2006 at the Middlesex Registry of Deeds, Southern District as shown on the attached Exhibit A (the "Plan") and Megunko owns Lot 3 containing 123.22 +/- acres of land as shown on the Use Plan, collectively comprising the Rail Transit District ("RTD") (Exhibit A-1) under the zoning laws of the Town (the "Zoning By-Law") as further described in deeds dated May 21, 2014 and recorded with the Middlesex (South) District Registry of Deeds at Book 83650; Page 314 and Book 36623, Page 52 and Book 36623, Page 53 and by virtue of Land Court Decree (Withdrawal from Registered Land Status) recorded in Book 37587, Page 162 and as filed as Document No. 1247523 respectively (collectively the "Property"); and

WHEREAS, the Developer has entered into a Purchase and Sale Agreement with the LLC for the purchase of Lot 1; and

WHEREAS, the Developer and the Town have entered into a Development Agreement dated Sept 24, 2015 and attached hereto as Exhibit B; and

WHEREAS, the Town and the Owner have entered into a Development Agreement dated August 18, 2015 and attached hereto as Exhibit C; and

WHEREAS, the Town, the Owner and the Developer have all undertaken to provide assurances as to the development of certain utilities within the RTD which are essential to the development of the RTD and without which the Developer could not construct its proposed structures and the Owner could not develop and construct structures on the remainder of the RTD; and

WHEREAS, all of the parties are relying on the funding of a certain MassWorks grant to assist in the construction and installation of said utilities; and

WHEREAS, time is of the essence for the installation and construction of said utilities within the MBTA Access Road and the parties have agreed to work together and modify, as necessary, the purpose and use of their respective financial commitments depending on the execution of the

contracts and receipt of grant funds necessary to carry out the construction and installation of the utilities in the MBTA Access Road as more fully set forth in both Development Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for the mutual promises and undertaking set forth below, the parties agree as follows:

1. The parties acknowledge that it is the Town's intent to utilize a MassWorks grant that has been awarded to the Town to fund upgrades to the Town's water and sewer infrastructure necessary to connect the Development on Lot 1 as well as the remainder of the property along the MBTA Access Road as more fully set forth on the Allen & Major Associates, Inc MBTA Access Road design plans (the "Plans") dated August 26, 2014 and attached hereto as Exhibit D to the Town's water and sewer infrastructure, as well as upgrading portions of the existing sewer system and gas and electric necessary to service the development (the Work), all of which are necessary for the Development on Lot 1 and the remainder of the RTD to proceed. If despite the Town's diligent efforts, it has been unsuccessful in either obtaining the anticipated funding for this Work, and/or commencing this Work by the later of May 15<sup>th</sup>, 2016 or four months before the Developer of Lot 1 anticipated first occupancy permit (which dates shall not be subject to extension due to Force Majeure for the purpose of Developer's rights under this Section 1), the Developer of Lot 1 shall be permitted to install the utilities described in this paragraph in accordance with the Alan and Major's MBTA Access Road Plans. These improvements shall be made as per the plans prepared on behalf of the town and subject to inspection by the town's inspecting engineer. The Developer of Lot 1 shall be permitted to offset the hard costs associated with this work against its stipulated infiltration and inflow funds ("I&I Fee") all as described elsewhere in the Purchase and Sale Agreement by and between the Developer and the LLC and the Development Agreement by and between the Town and the Developer, however in no event shall the cost for the Work offset be greater than that portion of the low bid relative to the work obtained by the Town for the final plans of the contemplated work, or in the absence of public bids, the low bid obtained by the Developer of Lot 1 from at least three qualified bidders who have bid on the Work. It is anticipated that, at the time Developer would undertake the work, the first payment of \$400,000 will have been made under Section 14 of the Development Agreement with the Developer. If Developer undertakes to perform the improvements hereunder, Developer shall first pay for the hard costs of the improvements with its own funds, up to a maximum of \$800,000. Prior to requesting a release from the escrow of any portion of the initial \$400,000 payment, Developer shall provide to the Town an accounting of its expenditure of such \$800,000.
2. Attached hereto as Exhibit E is an estimate of how the Work authorized in Paragraph 1 hereto would impact the use of MassWork grant funds. The Commonwealth of Massachusetts has expressed its consent to the use of MassWork funds for the purposes set out in this Agreement in the amounts estimated in Exhibit E upon presentation of documentation sufficient to evidence the expenditure of those funds. In order to obtain the release of MassWorks grant funds, the Town shall provide prior notice to the Commonwealth of its intention to reallocate MassWorks funds among the various projects listed in Exhibit E. MassWorks funds will be released upon the provision of such documentation as provided in that certain agreement between the Town and the

Massachusetts Executive Office of Housing and Economic Development dated [\_\_\_\_\_, 2015] relating to the funding of the construction and installation of said utilities.

3. The LLC and Megunko agree to allow the use of the funds they have placed into escrow for the I&I, Water, Sewer and MBTA Access Road construction in accordance with the Reallocation. The Town shall provide an accounting to the LLC and Megunko of the redistributed amounts. to the extent they are necessary to cover the shortfall or gap in the cost of the Work.
4. The Town and the Developer shall not be required to seek any further agreement or approval from the LLC or Megunko in order to effect the Reallocation of the funds.
5. The parties agree that in all circumstances the preferred method of construction and installation is to be carried out by the Town and that this Agreement will be implemented only if the date's hereinabove shall become effective.
6. It is the expressed intention of the parties that each and every term, condition and provision hereof be fully enforceable and binding on the Premises. Should, however, any one or more of the provisions contained herein for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.
7. This Agreement shall be governed and constructed in accordance with the laws of the Commonwealth of Massachusetts. Nothing in this Agreement shall affect the rights of the Town of Ashland, in the exercise of any of its powers under applicable law with respect to the proposed development of the Property, including, but not limited, to the powers of the Ashland Planning Board pursuant to its site plan approval or Special Permit Process or the Conservation Commission in its Notice of Intent process. Nothing in this Agreement shall release the Developer or the Owner from the obligation to satisfy all applicable provisions of law in the proposed development of the Property.
8. The Developer agrees that this Agreement may become a part of and integrated into any Site Plan Review Modification issued by the Town of Ashland Planning Board.
9. This Agreement shall be effective as of the date it shall be executed by the LLC, Megunko, the Developer and the Town.
10. Prior to the initiation of any court proceeding regarding the terms of this Agreement or performance thereunder, the Town and the LLC and Megunko and the Developer agree that such disputes shall be first subject to nonbinding arbitration or mediation, for a period not longer than thirty (30) days.
11. This Agreement and the Exhibits attached hereto along with that certain Covenant recorded on the RTD represents the entire agreements among the parties with respect to the subject

**matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions.**

12. **The covenants and agreements contained herein are binding upon the parties hereto and their respective successors, legal representatives and assigns.**
13. **By his or her execution hereof, each of the signatories on behalf of the respective parties hereby warrants and represents to the other that he or she is duly authorized to execute the Lease on behalf of such party. Upon the Town's request, the LLC, Megunko, and the Developer shall provide the Town with evidence that any requisite resolution, corporate authority and any other necessary consents have been duly adopted and obtained.**
14. **Non-liability of Town Officials and Employees, Members and Partners of the LLC, Megunko or the Developer. No elected official, officer, representative, agent, attorney or employee of the Town shall be personally liable to the LLC, Megunko or the Developer, its successors or assigns, in the event of any default or breach by the Town or for any amount which may become due to the LLC, Megunko or the Developer or its successors or assigns or with respect to any obligation of the Town under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of the LLC, Megunko or the Developer under this Agreement shall be limited to the owner from time to time of the Premises and not be extended to or enforceable against any of the individuals who are shareholders, members, managers, partners, officers, directors, employees, agents, attorneys or representatives of the LLC, Megunko or the Developer or any of the LLC, Megunko or the Developer's affiliates.**

9 19 15 Final Document

IN WITNESS WHEREOF, this instrument is sealed and delivered as of this 24 day of September, 2015.

Town  
Board of Selectmen

Developer  
Campanelli Acquisition Partners II LLC

[Signature]

Paul H. Kjosson

[Signature]

It's Manager

[Signature]

Rob Scherer

[Signature]

Yolanda Creaves

[Signature]

JASEPH M. MORGAN, JR.

[Signature]

Megunko Transit District LLC

Ashland RTD Apartments LLC

[Signature]

[Signature]





# Town of Ashland

MASSACHUSETTS

## BOARD OF SELECTMAN MINUTES April 20, 2016 – 7:00 PM Town Hall

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

### ***Call Meeting to Order***

Steve Mitchell called the meeting to order at 7:00 PM. Present at the meeting were Chair Vice-Chair Steve Mitchell, Yolanda Greaves, Rob Scherer, Carl Hakansson, Town Manager Michael Herbert and Assistant Town Manager Jenn Ball.

Steve Mitchell announced that the meeting was being taped and broadcast live on WACA.

Steve Mitchell led the Pledge of Allegiance.

### ***Citizen's Participation***

Steve Mitchell sent out well wishes on behalf of the Board and the community.

Steve Mitchell also welcomed Jenn Ball and thanked everyone that ran the Boston Marathon for the Town of Ashland.

Mark Dassoni asked if the Town Meeting Warrant is closed. Steve Mitchell explained that it is closed, but the Board has not voted to post the warrant yet. Mark Dassoni also wished Joe Magnani a speedy recovery.

Julian Doktor, on behalf of the Ashland Lions Club, presented a plaque in honor of Carl Pucci who served as past Town Clerk as well in many other roles throughout the community.

Jacob Guggenheim, Prospect Street, explained that he is looking for the support of the Board of Selectmen and the Finance Committee to support the warrant article bylaw change. Jacob explained that the Capital Improvement Committee has had some challenges and he is hopeful that changing the scope of the Committee would assist them in moving forward.

### ***Scheduled Appointments***

#### **Paving and Sidewalk Update**

Rajitha Purimella, Town Engineer, presented a paving analysis program and outlined the street that will be focused on this year, including Eliot Street, Spy Glass Hill Drive, Pond Street and Thomas Road. Rajitha explained that an annual survey is conducted and the result of the survey allows the department to determine which areas need to be the priority. Paving on Main St. will be scheduled after planned work in the area is completed. The total area that will be paved is approximately 1.5 miles and the time frame for this work is spring and summer of 2016.

Rob Scherer would like to know how the Complete Streets Policy works with these updates. Michael Herbert explained that any plans that include new development must meet the requirements as outlined in our Complete Streets plan.

### **Horse and Deer Crossing Signs**

Rajitha Purimetla explained that there is a request to post a Horse Crossing Sign along Howe Street and Cross Street. Rajitha also stated that in response to many accidents and a request from residents, she is looking to post two Wildlife Crossing Signs along East Union Street. Lastly, Rajitha said that she has received a request from the Police Department to post an additional speed limit sign on Oak Street near the town line.

Yolanda Greaves made a motion to approve the horse crossing sign along Howe Street and Cross Street, a deer crossing signs along East Union Street, and an additional Speed Limit Sign on Oak Street as presented. This motion was seconded by Rob Scherer with a unanimous vote of 4-0-0.

### **Commercial Vehicle Bylaw**

Chief Craig Davis explained that when he reviewed the current Commercial Vehicle Bylaw he found flaws and therefore he is suggesting a change that would be more reasonable when referring gross weight. Chief Davis explained that he is suggesting an increase of the gross vehicle weight to 10,000 lbs. and allow leeway for residents to apply for a variance, if needed.

Rob Scherer thanked Chief Davis for a great job during the Marathon. Rob asked about parking tickets that were issued during the recent event held at the Warren School. Chief Davis explained the reason so many tickets were issued was due to the road hazard created by the cars parked on Fruit St.

### **Downtown Update**

Andrea Green, from the Downtown Collaborative, updated the Board on the downtown improvement projects and the progress. Andrea Green explained that the main concern of downtown businesses was the potential loss of customer parking if improvements included enhancing the downtown green. Andrea also reported that the Collaborative will be seeking grant monies to construct a gazebo on the downtown green. Curbing will be completed at 125 Front St. In addition, new destination signs will be installed at various location in town on both town and private property, with the permission of the owners.

### **Donation Bin Bylaw**

Steve Mitchell explained that the Board of Selectmen is promoting a Donation Bin Bylaw that will be on the Warrant, Article 23. The Board reviewed a presentation that included pictures of a variety of collection bins in various locations in Ashland.

### ***Selectman Appointments***

#### **Town Counsel**

The discussion regarding the renewal of the Town Counsel contract was deferred until the next meeting when Chairman Magnani is present.

### ***Town Manager Appointments***

#### **Auxiliary Police Officer**

Michael Herbert explained that he is appointing Peter Slamin to the Auxiliary Police to fill a vacancy. Peter Slamin explained that he recently moved to Ashland, currently works for the Town of Natick in the DPW and is a member of the Natick Auxiliary, but he would like to serve in the community where he lives.

Chief Davis requested that the Board waive the 15 day waiting period.

Yolanda Greaves moved to approve the appointment of Peter Slamin to the Auxiliary Police and waive the 15 day waiting period. This motion was seconded by Rob Scherer with a unanimous vote of 4-0-0.

### ***Consent Agenda***

Yolanda Greaves made a motion to approve the consent items, which include the Acceptance of Gift for the Ashland Cultural Council, Declaration of Surplus for a 2005 Ford Expedition from the Animal Control Dept. and the approval of Firefighters MDA Boot Drive on August 27, 2016. This motion was seconded by Rob Scherer with a unanimous vote of 4-0-0.

***Old / New Business***

**Decisions at Every Turn Steering Committee Membership**

The discussion regarding the Every Turn Steering Committee was deferred until the next meeting when Chairman Magnani is present.

**Discussion of response to Open Meeting Law Complaints:**

Michael Herbert explained that he has worked with Attorney Mead regarding the complaints filed with the Attorney General regarding Open Meeting Law violation: Stephen Morgan dated 4/13/16, and Daniel Hill dated 2/3/16.

Michael Herbert reported that Attorney Mead drafted a response to the Attorney General and he asked the Board to review the letter and notify him how they would like move forward. Michael also reported that Open Meeting Law training will be held on May 23<sup>rd</sup>.

Board members agreed to support the letter as drafted.

Yolanda Greaves made a motion to approve the letter in response to the Open Meeting Law violation submitted by Steve Morgan dated 3/16/16. This motion was second Rob Scherer with a unanimous vote of 4-0-0.

Michael Herbert explained that there is an Open Meeting Law complaint filed by Daniel Hill with regards to executive session. The Board decided to defer this item until the next meeting, and before Town Meeting.

**Post Town Meeting and Town Election Warrants**

The Board discussed warrant articles and understands that changes moving forward would have to be done at Town Meeting.

Yolanda Graves made a motion reopen the 2016 Town Meeting Warrant. This motion was seconded by Carl Hakansson with a unanimous vote of 4-0-0.

Yolanda Greaves made a motion to remove Articles 4, 19 and 21, amend Article 20 as indicated by Michael Herbert, and amend Article 22 as described by Chief Davis. This motion was seconded by Rob Scherer with a unanimous vote of 4-0-0.

Yolanda Greaves made a motion to close the 2016 Annual Town Meeting Warrant and post it. This motion was seconded by Rob Scherer with a unanimous vote 4-0-0.

Yolanda Greaves made a motion to approve and post the Town Election Warrant for May 17, 2016. This motion was seconded by Carl Hakansson with a unanimous vote of 4-0-0.

**Suburban Coalition**

Rob Scherer made a motion to support the resolution calling for full funding of the Foundation's Budget Review Commission's recommendations. This motion was seconded by Yolanda Greaves with a unanimous vote of 4-0-0.

**Street Names – Review and Update the list**

Susan Robie provided an update concerning an approval for a development street name.

**Hillside Estates - Hickey – Street Name Request**

Yolanda Greaves made a motion to approve the extension of High St. Ext. and approve the naming of Weaver Rd. as presented on the sketch plan. This motion was seconded by Rob Scherer with a unanimous vote 4-0-0.

**Proclamation – Women’s Lung Health Week**

Yolanda Greaves read a prepared proclamation declaring the 2<sup>nd</sup> full week in May Women’s Lung Health Week.

**BAA Grants**

Yolanda Greaves made a motion to approve the BAA grants; American Legion Baseball Team-\$2,000 from the runners account; Auxiliary Police-\$2,100 from the gift account, Ashland Community Gardens-\$1,500 from the runners account, Ashland Community Theatre-\$1,500 from the gift account, Ashland Council on Aging-\$5,000 (or \$7,500 if that is the program amount), the Ashland Day Event-\$3,000 and the Ashland Summer Concerts from the gift account, DPW vending machine purchase-\$1,500 from the gift account, Ashland Emergency Fund-\$2,000 from the gift account, Ashland Explorers-\$5,000 from the gift account, Ashland Healthy Harvest-\$850; Ashland High School ELL-\$0, Ashland High School Fine Arts Dept.-\$0, Ashland Middle School Library-\$0, Ashland Parent Teacher Organization Character Building Program-\$700 from the runners account, Ashland Police Dept.-\$1,000 from the runners account, Pop Warner Football and Cheer Leading-\$3,000 from the runners account, Ashland Public Library-\$500 (based on funding from the Friends of the Library), Ashland Public Schools-\$0, Ashland Recreation-\$4,500 from the runners account, Ashland Teen Advisory Council-\$676 from the runners account, Ashland Youth and Family Services-\$fully funded from the runners account, Ashland Youth Baseball-\$1,902 from the runners account, Ashland Youth Lacrosse-\$2,000 from the runners account, Ashland Youth Soccer-\$1,000 from the runners account, Board of Selectmen Account Grants-\$2,000 flower wall, \$4,975 war memorial, Camp Bailout-\$3,000 from the runners account, Decisions at Every Turn-\$5,000, Friends of the Ashland Library-\$1,000 from runners account, Green-up Ashland Committee-\$2,000, Junior State of America Ashland-deferred for more information, Ashland Economic Development Dept.-\$2,000, Metrowest YMCA-deferred.

As a result of the approved grants totaling \$66,498, Susan Robie report the following account balances; \$34,258.64 runner account balance and \$26,879.18ift account balance.

Yolanda Greaves made a motion to allow the Board meeting to go beyond 10:00PM. This motion was seconded by Rob Scherer with a unanimous vote of 4-0-0.

***Town Manager Reports***

**Rail Transit District Update**

Michael Hebert reported the information was provided to the developer and a response from MEPA is pending, as well as a number of open items.

**Upper Charles Trial – Funding**

Michael Hebert reported there are monies earmarked for the trial and he is working with the Town Planner on how to disburse the funds.

**FY17 Capital Plan / Town Meeting and FY17 Budget Update**

Michael Hebert reported that he plans to include the capital plan spreadsheet in the budget book for FY17 and will be published next week. Michael will also request WACA to host the Town Manager’s Forum next Wednesday in the Board of Selectmen’s Room.

***Board Reports***

**Carl Hakansson**

Carl wished Joe a speedy recovery.

Carl reminded the Board of the dedication of the High School baseball field.

**Rob Scherer**

Rob wished Joe well.

**Yolanda Greaves**

Yolanda attended the Metrowest Regional Collaborative meeting last week and the collaborative is hosting a legislative breakfast at the library on Friday May 6<sup>th</sup>.

Yolanda mentioned that the Washington Street Players are presenting the Fantastics this weekend and next weekend; and the Little League parade is next Saturday, April 30<sup>th</sup>

**Steve Mitchell**

Steve wished Joe the best.

Steve once again thanked the marathon runners.

Steve reported that this Saturday Arts Ashland Alliance and Friends of the Ashland Public Library are presenting a program.

Steve mentioned that the Farmers Market will open on June 11<sup>th</sup>.

***Adjournment***

Yolanda Greaves made a motion to adjourn. This motion was seconded by Rob Scherer with a unanimous vote of 4-0-0.





GLENN A. CUNHA  
INSPECTOR GENERAL

The Commonwealth of Massachusetts  
Office of the Inspector General

JOHN W. McCORMACK  
STATE OFFICE BUILDING  
ONE ASHBURTON PLACE  
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TEL: (617) 727-9140  
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May 17, 2016

Mary F. Mortensen, Chair  
Ashland Board of Health  
101 Main Street  
Ashland, MA 01721

Daryl Beardsley, Chair  
Sherborn Board of Health  
19 Washington St.  
Sherborn, MA 01770

Thomas Gilbert, Chairman  
Norfolk Board of Health  
One Liberty Lane, Room 205  
Norfolk, MA 02056

**Re: Addressing the Risks of Time Abuse Across Multiple Jurisdictions**

Dear Town Officials:

The Office of the Inspector General ("OIG") received a complaint about possible time abuse by Mark Oram, a full-time employee of the Ashland Board of Health who simultaneously holds contracts with the boards of health in Sherborn and Norfolk and an elected position in the City of Marlborough. Mr. Oram never disclosed the outside contracts to Ashland in writing. The complaint alleges that Mr. Oram performs work for Sherborn and Norfolk during his regular work hours for Ashland, thereby double-billing for those overlapping hours. The complaint also alleges that Mr. Oram may overstate the hours he works for Sherborn and that Sherborn's contractual relationship with Mr. Oram violates state laws.

Ashland pays Mr. Oram an annual salary as the town's health agent, a position he has held for many years. The Norfolk Board of Health has employed Mr. Oram since at least 1999 through annual professional services contracts that pay him an hourly rate for acting as the town's health agent and for inspecting food establishments. Mr. Oram performs the contracts under the name of "Enviro-Tech Consultants," but no such business entity is registered as a corporation or limited liability company with the Secretary of State. Mr. Oram also has not registered as an individual conducting business under an assumed name with the city clerk of Marlborough, where Mr. Oram lives. Enviro-Tech's tax identification number is Mr. Oram's

social security number. Norfolk's end-of-year 1099 tax forms list Mr. Oram, not Enviro-Tech Consultants, as the income recipient.

The Sherborn Board of Health has employed Mr. Oram for more than 20 years. In recent years, the Board of Health has typically signed two separate professional services contracts, one with Mr. Oram individually for health agent services and another with Enviro-Tech Consultants for food establishment inspection services. For example, on December 21, 2011, the Sherborn Board of Health signed a five-year contract with Mr. Oram individually for health agent services. On the same day, the Board of Health signed a five-year contract with Enviro-Tech Consultants for food establishment inspection services. Mr. Oram signed for Enviro-Tech Consultants. The Board of Health awarded nearly all of the contracts to Mr. Oram and Enviro-Tech Consultants without public bidding or any competitive procurement process.

The following chart shows Mr. Oram's compensation from each town over the past three years:

<u>Town*</u>	<u>2013 pay</u>	<u>2014 pay</u>	<u>2015 pay</u>
Ashland	\$81,619.00	\$83,252.00	\$85,243.00
Norfolk	\$3,150.00	\$2,380.00	\$3,290.00
Sherborn	\$45,469.00	\$27,296.00	\$51,290.00

\*Ashland figures are for each fiscal year. Norfolk and Sherborn are for each calendar year.

Beginning in 2014, Sherborn officials received complaints similar to those brought to the OIG. In July 2014, Sherborn's town counsel told the Board of Health and Board of Selectmen that Mr. Oram's interest in two municipal contracts at the same time appeared to violate Section 20 of M.G.L. c. 268A, the state's conflict-of-interest law. Counsel recommended that the Board of Health cancel both of Mr. Oram's five-year contracts, which it did.

During the next several months, Sherborn's Board of Selectmen and town administrator took steps to investigate the complainant's allegations about Mr. Oram. In the fall of 2014, the town hired an independent accountant, Eric A. Kinsharf, to check the validity of the complaints. While Mr. Kinsharf was conducting his review, town officials also sought to obtain health agent and food establishment inspection services following the termination of Mr. Oram's five-year contracts. On November 19, 2014, the Board of Health issued a request for proposals for health agent services. The only response by the December 5, 2014 bid deadline came from Mr. Oram. The Board of Health signed a contract with Mr. Oram for the remainder of the fiscal year.

On April 24, 2015, Mr. Kinsharf provided his analysis and conclusions to the Board of Selectmen, which published his report on the town's website. Mr. Kinsharf had inspected various records related to Mr. Oram's work, including Town of Ashland time cards, Town of Norfolk invoices, Town of Sherborn food inspection reports and health agent work logs, and Marlborough City Council meeting minutes.

Mr. Kinsherf reported that “[u]tilizing the logs Mr. Oram submitted with his invoices, it is impossible to determine exact hours worked on each day invoiced.” Mr. Kinsherf also reported that, near the end of each fiscal year, Mr. Oram dramatically increased the number of hours he billed the Town of Sherborn. Mr. Kinsherf found no corresponding increases in the number of septic and well inspections Mr. Oram performed. Mr. Kinsherf did, however, find that Mr. Oram’s increased hours corresponded with the amount of money Sherborn had available at the end of the year to pay for his services. Mr. Kinsherf concluded that Mr. Oram did not provide “sufficient detail ... to support the amount of time charged to the Town.”

Mr. Kinsherf also concluded that Ashland, Norfolk and Sherborn did not have the necessary internal controls and recordkeeping practices to determine whether Mr. Oram had committed time fraud. The towns’ recordkeeping systems made it impossible to determine whether Mr. Oram had performed inspections for Norfolk and Sherborn while he was being paid to work for Ashland, billed multiple towns for overlapping work hours, or overstated the hours he worked.

Following publication of Mr. Kinsherf’s report, the Sherborn Board of Health prepared a seven-page response. The Board acknowledged some lapses in documentation while asserting its confidence that Mr. Oram had worked all of the hours billed to Sherborn. On May 20, 2015, the Sherborn Board of Health signed a new contract with Mr. Oram to perform health agent duties for fiscal year 2016. The Sherborn Board of Health also required Mr. Oram to provide somewhat more detail about his work schedule. For example, he has begun having weekly office hours at Town Hall. His invoices also list the number of hours he worked for Sherborn on a specific day, although they do not identify which hours of the day. In the past, Mr. Oram’s invoices reported a total number of hours worked over a period of days or weeks.

Norfolk and Ashland have not implemented any significant modifications to their policies as a result of Mr. Kinsherf’s report. Ashland officials are considering whether to adopt a policy requiring town employees to disclose outside employment but no specific policy language has been proposed to date.

In short, the boards of health in Ashland, Norfolk and Sherborn have largely ignored Mr. Kinsherf’s findings. This disregard is unjustified and unwise for two reasons. First, as noted above, Mr. Kinsherf’s report is inconclusive as to whether Mr. Oram committed time fraud. “[I]t is impossible to determine exact hours worked on each day invoiced,” Mr. Kinsherf reported, because “invoice detail was inadequate for substantiation purposes.” The inability to reach a conclusion due to a lack of adequate records does not mean Mr. Oram was absolved of time fraud.

Second, Mr. Oram’s subpar timekeeping records point to the failure of the boards of health to exercise proper oversight of its employee/contractor. Given the lack of specific information the boards required Mr. Oram to provide, Mr. Kinsherf determined, “[i]t is plausible the hours billed could have been worked.” Plausibility is not the appropriate standard to which public employees and contractors should be held; accuracy is.

The OIG recommends that the three towns' boards of health and boards of selectmen conduct an investigation to determine whether Mr. Oram billed for overlapping hours or otherwise committed time fraud. The boards should also determine whether Mr. Oram violated the terms of his contracts, town policies or the state's conflict-of-interest law.

The boards also need to address possible violations of M.G.L. c. 111, § 27A. State law permits a board of health to hire a health agent employed by another town "if such health agent has received written approval from the original appointing authority..." M.G.L. c. 111, § 27A. According to Ashland officials, Mr. Oram never disclosed in writing his outside employment or received written approval to act as a health agent for another town. The OIG therefore recommends that all three towns determine whether Mr. Oram's work in multiple jurisdictions complies with M.G.L. c. 111, § 27A.

Further, the OIG recommends that town officials consider adopting a policy requiring employees to disclose all outside employment. This would enable each town to ensure that an employee's outside work responsibilities "are not inherently incompatible with the responsibilities of [the employee's] public office," as set forth in M.G.L. c. 268A, § 23(b)(1).

Additionally, Enviro-Tech Consultants is neither registered with the Secretary of State's Corporations Division as a corporation or limited liability company nor with the Marlborough city clerk's office as an individual conducting business under an assumed name. This may violate state law. Because Mr. Oram is conducting business under the name of Enviro-Tech Consultants, state law requires him to file a certificate, under oath, with the clerk of any city or town where he has an office, informing the city or town that he is conducting business under an assumed name. *See* M.G.L. c. 110, § 5. The failure to do so is punishable by a fine of not more than \$300 for every month in which an individual fails to file such a certificate. Mr. Oram listed his home address in Marlborough on various contracts between Enviro-Tech Consultants and the towns of Norfolk and Sherborn. As a result, he likely should have filed a certificate under oath with the City of Marlborough. Each town should look into this possible legal violation. The OIG also recommends that all towns doing business with Enviro-Tech Consultants also ensure that Mr. Oram's failure to register the business entity does not raise any tax, insurance or liability issues for the towns.

Looking forward, each town's board of health and board of selectmen should also implement procedural changes to remedy all timekeeping deficiencies and internal control weaknesses identified in this letter and Mr. Kinsherf's report. As part of this process, the OIG recommends that the boards implement measures to prevent and detect time fraud. For instance, Ashland must ensure that Mr. Oram is not performing work for Sherborn or Norfolk during his regular work hours at the Ashland Board of Health. The boards can find more information on preventing and detecting time fraud in the Office's online advisory, *Timekeeping Best Practices for Employers with Employees with Multiple Positions*.<sup>1</sup> Effective timekeeping practices are a fundamental internal control that helps ensure towns pay their employees and contractors

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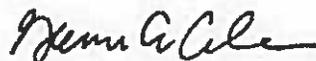
<sup>1</sup> <http://www.mass.gov/ig/publications/arra/arra-advisories-and-grant-reviews/timekeeping-best-practices-nov-2009.html>

Ashland, Sherborn and Norfolk Boards of Health  
May 17, 2016  
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accurately. Proper timekeeping practices also provide the public with a measure of transparency and accountability with regard to public employees and contractors.

Please inform the OIG by June 30, 2016, in writing, of the results of your review and what steps you have taken to address the recommendations identified in this letter. Please contact us if you have any questions or require any further information. Thank you for your cooperation in this matter.

Sincerely,



Glenn A. Cunha  
Inspector General

cc: Michael D. Herbert, Town Manager, Town of Ashland  
David Williams, Town Administrator, Town of Sherborn  
Jack Hathaway, Town Administrator, Town of Norfolk  
Lisa M. Thomas, City Clerk, City of Marlborough  
Town of Ashland Board of Selectmen  
Town of Sherborn Board of Selectmen  
Town of Norfolk Board of Selectmen

