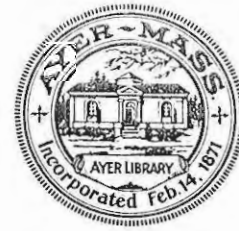


Rune Copland

Town of Ayer
Board of Selectmen
Ayer Town Hall - 1st Floor Meeting Room
Ayer, MA 01432



Tuesday May 1, 2018
Open Session Meeting Agenda

- 7:00 PM **Call To Order**
Pledge of Allegiance; Review and Approve Agenda; Review of Warrant(s); Announcements
- Recognition of the Division 3A State Championship Lunenburg/Ayer Shirley Varsity Hockey Team**
- 7:05 PM* **Public Input**
- 7:10 PM **Lt. Brian Gill, Ayer Police Department**
1. Communications Supervisor Promotion
- 7:15 PM **Public Hearing – Application for Transfer of All Alcoholic Liquor License**
1. License # 02912-GP-0060 (From Keith Leighton to R & R Concepts, Inc.) 25 Main St.
- 7:25 PM **Conceptual Proposal for 66 Westford Road**
1. M.J. Cataldo, Inc.
- 7:35 PM **Chief Robert J. Pedrazzi, Ayer Fire Department**
1. Inter-Municipal Agreement with Littleton - Paramedic Intercept Services
- 7:40 PM **Mr. Alan Manoian, Director of Economic and Community Development**
1. Sale of Historic Fire Station, 14 Washington Street
2. Form Based Code Presentation
- 8:00 PM **Superintendent Mark L. Wetzel, Ayer Department of Public Works**
1. Myrick Street Drainage Improvements Contract
2. GAP Funding Grant Award
3. Update on Grove Pond Water Supply PFAS Contamination
4. Bench Scale Testing Engineering Agreement with CDM-Smith
- 8:20 PM **Town Administrator's Report**
1. Administrative Update
2. Request for One Day Beer & Wine License – Ayer Shirley Lions Club
3. KENO Monitor Request – Barnum Road Liquors
4. HSA Qualified Health Plans
5. BOS Policy Discussion - Recreational Marijuana
- 8:40 PM **New Business/Selectmen's Questions**
1. BOS Policy Updates (Selectman Livingston)
- 8:45 PM **Approval of Meeting Minutes**
April 17, 2018
- 8:50PM **Reorganization of the Board of Selectmen**
Adjournment*Agenda times are for planning purposes only and do not necessarily constitute exact time

The Special and Annual Town Meeting will be held at 7:00 PM on Monday May 14, 2018 at 7:00 PM at ASRHS
The next regularly scheduled meeting of the Board of Selectmen is Tuesday May 15, 2018 at 7:00 PM

Lunenburg/Ayer Shirley captures Division 3A hockey state title

By Bill Gilman, Correspondent
Sentinel & Enterprise

Updated: 2018-03-16 06:18:30.177

SPRINGFIELD - Jared Simmons wasn't the most dangerous offensive threat for the Lunenburg/Ayer Shirley hockey team during the regular season.

But with championships on the line, he's been lethal.

Just four days after scoring twice in a 5-1 win over Grafton/Valley Tech in the Central Mass. Division 3A championship, the senior forward notched a natural hat trick to lead the Blue Knights past Easthampton, 5-2, in the Division 3A state final on Wednesday night at the MassMutual Center in Springfield.

It's the first state championship in the history of both the LAS and Lunenburg High hockey programs.

"Words can't even explain (how I feel)," said longtime Lunenburg/Ayer Shirley coach Eric Short. "The goal for the whole year, the last two years really, was to get here and to actually be able to follow through. The support from all three towns and both schools has been just amazing. To have those fans out there and be able to win the first state championship, it's just so great for the schools, for the communities. I just couldn't be happier."

The win was especially sweet for Simmons, who had forgone high school hockey during his sophomore and junior years to play in a Junior league. This year, though still playing in a Junior league, he came back to the Lunenburg/Ayer Shirley program to play alongside his younger brother, Max.

"I got to play in front of all my friends and my family; I got to play alongside my brother. It's been a dream come true," said Jared Simmons. "These guys are all my heroes here in my hometown."

With leading scorer Jacob Mauro (25-25-50) skating at significantly less than full strength due to illness, the Blue Knights needed an offensive spark from another source, and Jared Simmons answered the bell.

With less than four minutes to play in the first period and Easthampton holding a 1-0 lead, Jared Simmons took a feed from Mauro and snapped a wrist shot past Eagles goalie Nate Barnes to tie the game.

LAS (19-4-1) carried that momentum into the second period and began to dominate play against an Easthampton squad that dressed just 13 skaters. The Blue Knights maintained their up-tempo style of play, attacking aggressively at every opportunity, and began to impose their will on the undermanned Eagles (12-4-7).

"We saw a little bit of their film and we saw that they were rolling just two lines. And at this level of hockey that's really tough to do," said Jared Simmons. "So we rolled three (lines). In between shifts we had a lot more time to recover, and I think we just outlasted them."

Jared Simmons gave LAS the lead less than two minutes into the second period on a nifty backhand over Barnes' shoulder, with assists going to Mauro and Declan Fitzpatrick.

The Blue Knights dominated the period, outshooting Easthampton 17-7. Barnes kept the Eagles close, making several outstanding saves, including highlight stops on Fitzpatrick and Connor Vivano. But the one Blue Knight Barnes couldn't stop was Jared Simmons, who completed his first hat trick of the year with 3:51 to play in the period. He poked home a loose puck from a scramble in front of the net for his 17th goal of the season. Max Simmons and Aaron O'Connor were credited with the assists and LAS took a 3-1 lead into the third period.

The second intermission did nothing to slow the Blue Knights' momentum. Less than a minute into the third period, Sean Simpson took a lead pass from Luke Dufresne, broke into the offensive zone and beat Barnes with a wrist shot from the circle to make it 4-1.

That was more than enough support for goalie Nate Bourdelais, who made 23 saves, including 11 in the third period.

Easthampton cut the lead to 4-2 with 6:08 to play on Jake Delisle's second goal of the game. Playing with a sense of desperation, the Eagles seized momentum and began to buzz the LAS net. Bourdelais was peppered with shots, but stood tall, at one point making four saves in rapid succession.

"If they had been able to cut it to one goal, they have the momentum and anything can happen," said Short. "But (Bourdelais) weathered the storm, he really did. He did the same thing last week against Worcester, weathered the storm and made some big saves."

Fitzpatrick put the exclamation point on the game and the championship with an empty-net goal with 1:28 to play.

[Close Window](#)[Send To Printer](#)



AYER POLICE DEPARTMENT

54 Park Street · Ayer, Massachusetts 01432-1161
Tel. (978) 772-8200 · Fax (978) 772-8202



William A. Murray
Chief of Police

MEMORANDUM

To: Board of Selectmen
From: Chief William A. Murray
CC: TA Pontbriand, file
Date: April 26, 2018
Re: Herrstrom Promotion

I respectfully request that the Board of Selectmen promote Dispatcher **Christopher Herrstrom** to the newly created position of **Communications Supervisor** effective immediately.

The Communications Supervisor position was created as a result of the upcoming Regionalization of Communications with the Town of Shirley. With the increase in the number of Dispatch staff came a need for unified supervision and the proper span of control over employees. The Supervisor will oversee all aspects of the Communications Center and report directly to me.

Christopher began employment with the Town as a per-diem Dispatcher in January of 2014. Due to a turn of events he was offered and took the part-time position in February of 2014. Another unexpected turn occurred in August of 2015 and Chris then became a full-time employee. He is a resident of Ayer, holds a BA in Fire Science and is a certified EMT.

Throughout his career in Ayer Chris has always stepped up to help or take control whenever the need existed. For the past year he has shown the qualities of leadership that any organization would be proud of and when Vicki Roche passed he stepped up his game providing direction to the entire communications staff without possessing the title. To me this is the true mark of a supervisor and leader, one that needs no title and is followed nonetheless. He has been working closely with me on the Regionalization efforts and his insights into daily procedures and processes has been invaluable.

**Town of Ayer
Board of Selectmen
Public Hearing Notice**



The Ayer Board of Selectmen will conduct a Public Hearing on Tuesday May 1, 2018 at 7:05 PM at the Ayer Town Hall, 1st Floor Meeting Room, 1 Main Street, Ayer, MA 01432 regarding an application by R&R Concepts, Corporation, 25 Main Street Ayer, MA 01432 seeking a transfer of Section 12 All Alcohol on premise license from Keith Leighton to R&R Concepts pursuant to MGL c. 138.

Advertised April 20, 2018, *The Nashoba Valley Voice*


TROSS CORPORATION
1 Washington St, Suite 1
Ayer, MA 01432
(978)-502-8189

April 17, 2018

To whom it may concern,

I have full intentions on leasing commercial space at 25 Main Street, Ayer, MA in which I have already been approved by the ABCC and the Town of Ayer for a G.O.P. Liquor License. After long thought and I decided to lease the space to R&R Concepts, Corporation DBA Bar25. The lease will commence on May 1, 2018 contingent on the transfer of the liquor license.

Respectfully,



Keith M. Leighton
Owner of Tross Corp



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
 www.mass.gov/abcc

RECEIVED

APR 17 2016

TOWN OF AYER
 SELECTMEN'S OFFICE

8:33 AM

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact) R&R Concepts, Corporation

This is the corporation or LLC which will hold the license, not the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license New Transfer or the transfer of an existing license?

If transferring, please indicate the current ABCC license number you are seeking to obtain: 02912-GP-0060

If applying for a new license, are you applying for this license pursuant to special legislation?

Yes No Chapter Acts of

If transferring, by what method is the license being transferred? Purchase

3. LICENSE INFORMATION / QUOTA CHECK

City/Town: Ayer On/Off-Premises: On-Premises

TYPE: \$12 General On-Premises CATEGORY: All Alcoholic Beverages CLASS: Annual

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Reza Middle: Last Name: Rahmani

Title: Owner Primary Phone: 617-549-7453

Email: rrahmani617@gmail.com

5. OWNERSHIP Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a **direct beneficial interest** in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an **indirect beneficial interest** if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the licensee's operation. For Example, Jane Doe owns Doe Holding Company Inc, which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a **Beneficial Interest Contact - Individual** form.
 B. All entities listed below are required to complete a **Beneficial Interest Contact - Organization** form.
 C. Any individual with any ownership in this license and/or the proposed manager of record must complete a **CORI Release Form**.

Name	Title / Position	% Owned	Other Beneficial Interest
Reza Rahmani	President	100	
Mojgan Amini	Manager	0	

For additional space, please use next page

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest
		▼	
		▼	
		▼	
		▼	
		▼	

6. PREMISES INFORMATION
Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

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

Floor Number	Square Footage	Number of Rooms	Patio/Deck/Outdoor Area Total Square Footage
1	520	2	0
			Indoor Area Total Square Footage: 520
			Number of Entrances: 2
			Number of Exits: 2
			Proposed Seating Capacity: 30
			Proposed Occupancy: 30

Occupancy of Premises
Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises: ▼

Lease Beginning Term:

Lease Ending Term:

Rent per Month:

Rent per Year:

Landlord Name:

Landlord Phone:

Landlord Address:

If leasing or renting the premises, a signed copy of the lease is required.

If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: Yes No

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

* Please see last page of application for required documents based on Legal Structure *

Entity Name: FEIN:

DBA: Fax Number:

Primary Phone: Email:

Alternative Phone: Legal Structure of Entity:

Business Address (Corporate Headquarters) Check here if your Business Address is the same as your Premises Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Mailing Address Check here if your Mailing Address is the same as your Premises Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Is the Entity a Massachusetts Corporation? Yes No

If no, is the Entity registered to do business in Massachusetts? Yes No

If no, state of incorporation

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? Yes No

If yes, please complete the following table.

Name of License	Type of License	License Number	Premises Address
Moti 1, Inc. d/b/a Lit	\$12 On Premises	002400109	41 Boltwood Walk, Amherst MA, 01002

Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
12/4/2015	Moti 1, Inc. d/b/a Lit	MA	Amherst	Sale or deliver of alcohol beverage to a person under 21 years of age

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? Yes No

Have you ever been convicted of a state, federal, or military crime? Yes No
If yes, attach an affidavit that lists your convictions with an explanation for each.

Have you ever been Manager of Record of a license to sell alcoholic beverages? Yes No

If yes, please list the licenses for which you are the current or proposed manager:

Do you have direct, indirect, or financial interest in this license? Yes No

If yes, percentage of interest

If yes, please indicate type of interest (check all that apply):

Officer Sole Proprietor
 Stockholder LLC Manager
 LLC Member Director
 Partner Landlord
 Contractual Revenue Sharing
 Management Agreement Other

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

Employment Information of Proposed Manager

Please provide your employment history for the past 10 years

Date(s)	Position	Employer	Address	Phone

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	0
B. Purchase Price for any Business Assets	0
C. Costs of Renovations/Construction	\$15,000
D. Purchase Price of Inventory	\$5,000
E. Initial Start-Up Costs	\$10,000
F. Other (Please specify)	0
G. Total Cost (Add lines A-F)	\$30,000

Please note, the total amount of Cash Investment (top right table) plus the total amount of Financing (bottom right table) must be equal to or greater than the Total Cost (line G above).

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
Reza Rahmani	\$30,000
Total:	\$30,000

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
Total:			

10. PLEDGE INFORMATION

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply)

- License Stock/Beneficial Interest Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license? Yes No

Does the lease require a pledge of this license? Yes No

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

My existing Moti 1, Inc liquor license #002400109 was never suspended or revoked. We were given a 2 year probation ending 4/19/2018.

APPLICANT'S STATEMENT

I, Reza Rahmani the: sole proprietor; partner; corporate principal; LLC/LP member
Authorized Signatory

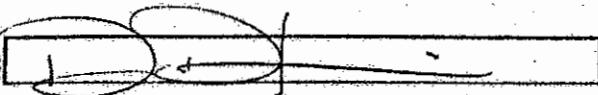
of R&R Concepts, Corporation, hereby submit this application for transfer of liquor license # 02912-GP-0060
Name of the Entity/Corporation Transaction(s) you are applying for

(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: 04/15/2018

Title:

President

Town of Ayer
Board of Selectmen's Office
Transmittal Form - Department Head Review



Board of Health
 Department of Public Works
 Police Department
 Fire Department
 Building Inspector/Zoning Enforcement Officer
 Conservation Committee
 Clerk/Collector/Treasurer
 Assessor's Office
 Town Planner
 Economic & Community Development Office

Review Deadline Date 12:00 PM Thursday April 26, 2018
Public Hearing Date 7:05 PM Tuesday May 1, 2018

Permit Sought Transfer of All Alcohol On-Premise Liquor License

Description Transfer from Keith Leighton to R & R Concepts, Inc.

Submitted by Keith Leighton

Address 25 Main Street Telephone 978-502-8189

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

Comments:

New owner will need to obtain a food permit and submit plans for kitchen

Signed Bridgeth Malley Title Health Agent

Date 4/23/18

Town of Ayer
Board of Selectmen's Office
Transmittal Form - Department Head Review



- Board of Health
- Department of Public Works
- Police Department
- Fire Department
- Building Inspector/Zoning Enforcement Officer
- Conservation Committee
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Comments:

NA

Signed  Title DPW Supt

Date 4/23/18

Town of Ayer
Board of Selectmen's Office
Transmittal Form - Department Head Review



- Board of Health
- Department of Public Works
- Police Department
- Fire Department
- Building Inspector/Zoning Enforcement Officer
- Conservation Committee
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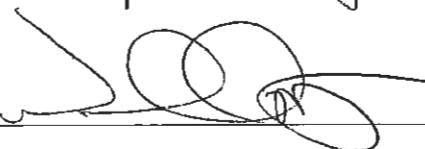
Submitted by Keith Leighton

Address 25 Main Street Telephone 978-502-8189

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

Comments:

Two year probation for selling alcohol to minor seems excessive and suggests other issues. what will be the nature of the business at 25 main st.? why was Rahmani's lit lounge and nightclub closed?

Signed  Title Chief of Police

Date 4/20/2018



The Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
Boston, Massachusetts 02114

Deborah B. Goldberg
Treasurer and Receiver General

DECISION

Kim J. Gainsboro, Esq.
Chairman

MOTI 1 INC. D/B/A LIT
41 BOLTWOOD WALK
AMHERST, MA 01002
LICENSE#: 002400109
VIOLATION DATE: 12/04/2015
HEARD: 03/29/2016

Moti 1, Inc. d/b/a Lit (the "Licensee") holds an alcoholic beverages license issued pursuant to M.G.L. c. 138, §12. The Alcoholic Beverages Control Commission (the "Commission") held a hearing on Tuesday, March 29, 2016, regarding alleged violations of:

- 1) M.G.L. c. 138, §34 – Sale or delivery of an alcoholic beverage to a person under twenty-one (21) years of age (1 count); and
- 2) 204 CMR 2.01 (10) – Failure to post License.

The above-captioned occurred on December 4, 2015, according to Investigator Egan-Bailey's report.

The following document is in evidence as an exhibit:

1. Investigator Egan-Bailey's Investigative Report dated December 4, 2015.

There is one (1) audio recording of this hearing.

The Commission took Administrative Notice of the Licensee's file.

FACTS

1. On Friday, December 4, 2015, at approximately 11:55 p.m., Investigators Kujawski and Egan-Bailey ("Investigators") investigated the business operation of Moti 1 Inc. D/B/A Lit to determine the manner in which their business was being conducted and to investigate a complaint filed with this Commission.
2. Investigators entered the licensed premises and observed a youthful appearing female at the bar, speaking with a female bartender. Investigators observed the sale and delivery of an alcoholic beverage, Kettle One vodka and pineapple juice, to the youthful female.

3. Investigators approached the youthful female patron, identified themselves, and asked to see proof of age.
4. The underage female stated her identification was in her coat, which was in the coat room. Investigators accompanied her to the coat room. The underage female stated that she did not have her driver's license, only her UMASS student identification.
5. Underage female, actual date of birth 10/04/1995 (age 20), stated that she was not asked for identification when she entered the establishment.
6. Investigators made certain that the underage female was provided with safe transport home.
7. Investigators spoke to the manager on duty, Renald Cuko, and asked to review the posted liquor license. They also asked to speak with the female bartender on duty.
8. Investigators spoke to female bartender, Katelyn Masaitis, who stated that she did not ask the underage patron for identification, and that identifications were checked by security at the door.
9. After a period of time Mr. Cuko informed Investigators that he couldn't locate the liquor license. Mr. Cuko stated that he had contacted the owner, Reza Rahmani, who said the cleaning company must have removed the posted liquor license from the wall this morning.
10. Investigators informed Mr. Cuko of the violations and that a report would be filed with the Chief Investigator for further action.

DISCUSSION

Licenses to sell alcoholic beverages are a special privilege subject to public regulation and control, Connolly v. Alcoholic Beverages Control Comm'n, 334 Mass. 613, 619 (1956), for which States have especially wide latitude pursuant to the Twenty-First Amendment to the United States Constitution. Opinion of the Justices, 368 Mass. 857, 861 (1975). The procedure for the issuance of licenses and required conduct of licensees who sell alcoholic beverages is set out in M.G.L. c. 138.

M.G.L. c. 138 gives the Commission the authority to grant, revoke and suspend licenses. Chapter 138 was "enacted ... to serve the public need and ... to protect the common good." M.G.L. c. 138, §23. "[T]he purpose of discipline is not retribution, but the protection of the public." Arthurs v. Bd. of Registration in Medicine, 383 Mass. 299, 317 (1981) (emphasis supplied). The Commission is given "comprehensive powers of supervision over licensees." Connolly, 334 Mass. at 617.

The law is well-settled that the responsibility of the licensee is to exercise sufficiently close supervision so that there is compliance with the law on the premises. A vendor who sells alcohol is "bound at his own peril to keep within the condition of his license." Commonwealth v. Gould, 158 Mass. 499, 507 (1893); Burlington Package Liquors, Inc. v. Alcoholic Beverages Control Comm'n, 7 Mass. App. Ct. 186, 190 (1979). It is, thus, quite possible for a licensee to offend the regulatory scheme without scienter. Rico's of the Berkshires, Inc. v. Alcoholic Beverages Control Comm'n, 19 Mass. App. Ct. 1026, 1027 (1985).

General Laws chapter 138, §34 provides, in part, that "[w]hoever makes a sale or delivery of any alcoholic beverage or alcohol to any person under 21 years of age, either for his own use or for the use of his parent or any other person, ... shall be punished." The Appeals Court has stated that "the purpose of the statute [is] to protect the welfare of children from the danger of alcohol," See Tobin v. Norwood Country Club, Inc., 422 Mass. 126, 133-134 (1996); Fran's Lunch, Inc. v. Alcoholic Beverages Control Comm'n, 45 Mass.App.Ct. 663, 664 (1998).

In this matter, the evidence presented to the Commission was an investigator's eyewitness testimony of the sale and delivery of an alcoholic beverage to a minor inside the premises. The Commission was also presented with evidence that the minor was not in possession of an identification which indicated proof of legal drinking age. The underage patron was in possession of her college identification. However, she was not asked to present any identification for proof of legal age before she was served an alcoholic beverage. The Licensee's bartender told Investigators that she did not ask the underage patron for identification before she served the underage patron alcohol because identifications were being checked by security at the door. However, Investigators determined that the minor patron was also not asked for any identification when she entered the establishment.

General Laws chapter 138, §34B provides, in pertinent part, that "[a]ny licensee, or agent or employee thereof, under this chapter, who reasonably relies on such a liquor purchase identification card, or an identification card issued under section 8E of chapter 90, or motor vehicle license issued pursuant to said section eight, for proof of a person's identity and age shall be presumed to have exercised due care in making such delivery or sale of alcohol or alcoholic beverages to a person under twenty-one years of age. Such presumption shall be rebuttable."

M.G.L. c. 138, §34B offers protection from license revocation or criminal penalties to license holders who reasonably rely on one (1) of four (4) pieces of identification specified in the statute, including a valid Massachusetts driver's license. The Commission has established that to obtain the protection accorded to a license holder under §34B, a license holder must obtain proof of age prior to the purchase of alcoholic beverages and also must obtain proof of age on the day of the alleged sale to a minor. The Appeals Court has reviewed this Commission interpretation and upheld it as reasonable. Howard Johnson Company v. Alcoholic Beverages Control Comm'n, 24 Mass. App. Ct. 487 (1987); In Re: Alan C. Dinh d/b/a Juliano's Beer & Wine (ABCC Decision April 8, 2005).

The Commission finds that in this matter, the Licensee did not ask the underage patron to produce **any** identification, neither at the front door prior to her entry, nor at the bar prior to service. The Commission finds that the Licensee committed the violation of sale of an alcoholic beverage to a minor and advises the Licensee that it is responsible for determining proof of legal age **prior** to the service of alcoholic beverages at its licensed premises.

The Commission also finds that the Licensee did not post its alcoholic beverages license as required by law.

CONCLUSION

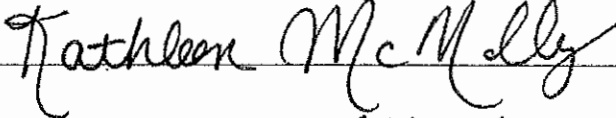
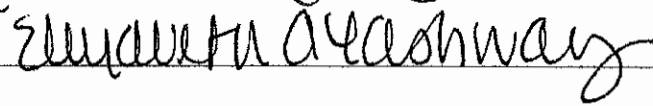
Based on the evidence, the Commission finds the Licensee violated:

- 1) M.G.L. c. 138, §34 – Sale or delivery of an alcoholic beverage to a person under twenty-one (21) years of age (1 count); and
- 2) 204 CMR 2.01 (10) – Failure to post License.

On the first violation M.G.L. c. 138, §34, the Commission **suspends the license for three (3) days of which three (3) days will be held in abeyance for a period of two (2) years provided no further violations of Chapter 138 or Commission Regulations occur.**

On the second violation 204 CMR 2.01 (10), the Commission **issues a WARNING.**

ALCOHOLIC BEVERAGES CONTROL COMMISSION

Kathleen McNally, Commissioner 
Elizabeth A. Lashway, Commissioner 

Dated: April 19, 2016

You have the right to appeal this decision to the Superior Courts under the provisions of Chapter 30A of the Massachusetts General Laws within thirty (30) days of receipt of this decision.

This document is important and should be translated immediately.
Este documento es importante y debe ser traducido inmediatamente.
Este documento é importante e deve ser traduzido imediatamente.
Ce document est important et devrait être traduit immédiatement.
Questo documento è importante e dovrebbe essere tradotto immediatamente.
Το έγγραφο αυτό είναι σημαντικό και θα πρέπει να μεταφραστούν αμέσως.
这份文件是重要的，应立即进行翻译。

cc: Local Licensing Board
Frederick G. Mahony, Chief Investigator
Rose Bailey, Investigator
Jan Kujawski, Investigator
Adam Barnosky, Esq. via facsimile 617-383-6001
Administration
File

Town of Ayer
Board of Selectmen's Office
Transmittal Form - Department Head Review



- Board of Health
- Department of Public Works
- Police Department
- Fire Department
- Building Inspector/Zoning Enforcement Officer
- Conservation Committee
- Clerk/Collector/Treasurer
- Assessor's Office
- Town Planner
- Economic & Community Development Office

Review Deadline Date 12:00 PM Thursday April 26, 2018

Public Hearing Date 7:05 PM Tuesday May 1, 2018

Permit Sought Transfer of All Alcohol On-Premise Liquor License

Description Transfer from Keith Leighton to R & R Concepts, Inc.

Submitted by Keith Leighton

Address 25 Main Street Telephone 978-502-8189

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

Comments: No issues, however premises is to be inspected jointly by Fire + Building dept. before license is issued.

Signed *[Signature]* Title Fire Chief

Date 4/23/18

Town of Ayer
Board of Selectmen's Office
Transmittal Form - Department Head Review



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
0 _____ Building Inspector/Zoning Enforcement Officer
_____ Conservation Committee
_____ Clerk/Collector/Treasurer
_____ Assessor's Office
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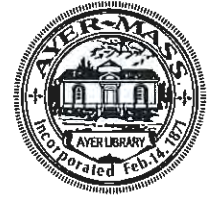
This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

Comments: Defer to B.O.S.

Signed [Signature] Title Building/Zoning

Date 4-24-18

Town of Ayer
Board of Selectmen's Office
Transmittal Form - Department Head Review



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
_____ Building Inspector/Zoning Enforcement Officer
0 _____ Conservation Committee
_____ Clerk/Collector/Treasurer
_____ Assessor's Office
_____ Town Planner
_____ Economic & Community Development Office

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Comments:

Conservation has no issues with this application.

Signed *Jo. Auley Statt* Title *conservation administrator*

Date *4/24/18*

Town of Ayer
Board of Selectmen's Office
Transmittal Form - Department Head Review



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
_____ Building Inspector/Zoning Enforcement Officer
_____ Conservation Committee
0 Clerk/Collector/Treasurer
_____ Assessor's Office
_____ Town Planner
_____ Economic & Community Development Office

Review Deadline Date 12:00 PM Thursday April 26, 2018
Public Hearing Date 7:05 PM Tuesday May 1, 2018

Permit Sought Transfer of All Alcohol On-Premise Liquor License

Description Transfer from Keith Leighton to R & R Concepts, Inc.

Submitted by Keith Leighton

Address 25 Main Street Telephone 978-502-8189

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

Comments:

Signed *Sharon Copeland* Title *Town Clerk, Tax Collector & Treasurer*
Date *April 24, 2018*

Town of Ayer
Board of Selectmen's Office
Transmittal Form - Department Head Review



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
_____ Building Inspector/Zoning Enforcement Officer
_____ Conservation Committee
_____ Clerk/Collector/Treasurer
 Assessor's Office
_____ Town Planner
_____ Economic & Community Development Office

Review Deadline Date 12:00 PM Thursday April 26, 2018
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Description Transfer from Keith Leighton to R & R Concepts, Inc.

Submitted by Keith Leighton

Address 25 Main Street Telephone 978-502-8189

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

Comments:

Signed Thomas Hogan Title Assessing Administrator
Date 4/26/18

Town of Ayer
Board of Selectmen's Office
Transmittal Form - Department Head Review



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
_____ Building Inspector/Zoning Enforcement Officer
_____ Conservation Committee
_____ Clerk/Collector/Treasurer
_____ Assessor's Office
 0 Town Planner
_____ Economic & Community Development Office

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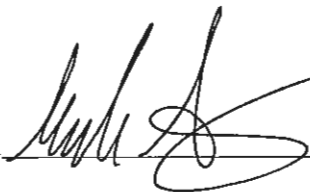
Description Transfer from Keith Leighton to R & R Concepts, Inc.

Submitted by Keith Leighton

Address 25 Main Street Telephone 978-502-8189

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

Comments: No comments - Fine with me.

Signed  Title Town Planner
Date 4-26-2018

An Ayer Office of Community & Economic Development Memorandum

To: Ayer Board of Selectmen
From: Alan S. Manolian AICP, Dir. Community & Economic Development
Date: 4/26/2018
Re: Request for Transfer of "All Alcohol On-Premises Liquor License"
25 Main Street, Ayer, MA /Profile Research Results

Mr. Keith Leighton, owner of the historic Spaulding Block located at 25 Main Street in Downtown Ayer, has submitted official application to request the transfer of an "All Alcohol On-Premises Liquor License" for the proposed new Craft Beer Bar to be located at 25 Main Street, at the commercial space most recently occupied by Heads-Up Hair Salon. Mr. Leighton proposes to transfer the subject license to Mr. Reza Rahani, the Principal of R&R Concepts Corp. with a business address of 800 Boylston St., Suite 1600, Boston, MA.

The Ayer Office of Community & Economic Development conducted on-line research and has located the following general information regarding Mr. Reza Rahani:

- Graduate of University of Massachusetts Amherst (2004);
- Mr. Rahani's family has owned and operated "Moby Dick" restaurant in the Symphony Hall District of Boston since approximately 1989;
- In 2009 Mr. Rahani opened his 1st restaurant, "MOTI" at 25 North Pleasant St., Amherst, MA; (see as follows):

(MOTI Restaurant, MasLive Article, Nov. 2009)

"Rahmani and his father Kazem Rahmani at Moti, 25 North Pleasant St. in Amherst.

Owner Reza Rahmani didn't want to take any chances when he opened Moti, a Persian-Mediterranean restaurant at 25 North Pleasant St. in Amherst.

The 2004 University of Massachusetts graduate knew the location had a reputation for being "cursed." Rolando's (2007-2009) was the most recent tenant to have tried to make it there, preceded by Fatzos Hamburgers (2004-2006) and Bananarama (1997-2003). The McDonald's Express (1994-1996) didn't survive long. Nor did Uptown Pizzeria (1993-1994) before that.

Still, "I always kind of thought this area was missing this kind of flavor," Rahmani said of the cuisine his family has been serving at Moby Dick of Boston, in the Symphony Hall area, for about 20 years. So Rahmani, 32, completely remodeled the modest storefront, removing sheet rock to expose a warm brick wall, pulling up the linoleum covering the wood floor and painting a stucco wall a deep gold with small purple grottos. The restaurant looks immaculately clean, with just four tables, each of which seats four and a large window looking onto the busy sidewalk.

Rahmani, known as "Rez," also asked his father, Kazem Rahmani to help him get things started. That was a month ago, and his father is still here.

"I told him I need you for two days, but I won't let him go," the younger Rahmani said. His father really knows how to ensure the quality is consistent, Rahmani said. A lot of the recipes they're using are Rahmani's mother's Moli Bakhtiari, after whom the Amherst restaurant is named. I stopped by for lunch last week with my friends Alisa Brewer and Phyllis Lehrer, and we found the restaurant buzzing with activity.

There is a fairly large menu with seven appetizers ranging from mirza ghassemi, an eggplant dip (\$4.50); to stuffed grape leaves (\$3.95) and pickles and olives (\$3.95); four lunch platters featuring lamb, beef, steak or chicken kebobs for \$8.95 or \$9.95; nine vegetarian dishes, ranging in price from \$4.95 to \$9.95 and several daily specials. There are also Mediterranean pockets (\$3.95-\$5.50) and eight dinner platters consisting of skewers of beef, steak, chicken or lamb served with barbecued tomatoes and rice (\$12.95-\$16.95). The food is all carefully prepared and neatly, almost delicately presented."

- In 2011 Mr. Rahani opened, we believe, his 2nd establishment "LIT Mezze Lounge & Nightclub" at 41 Boltwood Walk, Amherst, MA; (see as follows):

("Lit Mezze Lounge and Nightclub seeks to bring big-city style to small-town Amherst", The Springfield Republican June, 2011)

"LIT Mezze Lounge & Night Club located at 41 Boltwood Walk, is the brainchild of Reza Rahmani, whose first foray in overseeing a restaurant came two years ago when he opened Moti on North Pleasant Street, where Persian and Middle Eastern cuisine is served. Rahmani, who grew up in Boston, said he wanted to have a nightclub with more of a city vibe located in Amherst, catering to a slightly older and more refined clientele. This is what he and business partner Arash Hashemkhani are attempting to achieve with Lit. "We were looking for something in nightlife we could connect to, that we could identify with," Rahmani said.

Patrons will have a dress code to follow that he describes as "dress to impress" and "Bohemian chic." "We want people coming here to respect what we do," Rahmani said. That means no hats, flip flops, running shoes, tank tops or torn jeans.

Before embarking on Lit, Rahmani said he researched the market to ensure there would be room for such an upscale place. "I felt so comfortable it's the right thing to do," Rahmani said. "It's been a dream of mine for a long time; it's a very proud moment for me.

The water feature is perhaps the most striking aspect, with LED lighting providing color as water falls along the wall and then heads through a glassed-in tunnel beneath the dance floor. "Doing that gives it some Las Vegas flavor," Rahmani said.

Lit also offers bottle service in which groups of five or more can order bottles of liquor to be brought to the table. They pay a premium to have a personal waitress, bus boy and security. "You get to have a rock star experience," Rahmani said. I felt so comfortable it's the right thing to do. It's been a dream of mine for a long time; it's a very proud moment for me." – Reza Rahmani

Like the space occupied by Moti, where a number of restaurants came and went in quick succession, Rahmani said he knew he was taking on a challenge to overcome the reputation. While he wouldn't say how much he spent renovating the 2,500 square feet inside Lit, the significant work started last August, with only the load-bearing walls left in place and the original floor dug down 18 inches. Inside, there is a new dining area and dance floor, a new bar and kitchen, as well as new bathrooms.

While initially just a nightclub, when the kitchen is up and running, world fare mixed with soul food will be featured, he said. Tables will be set up over the dance floor before it is converted to the nightclub use later in the evening.

Rahmani is being assisted by Emeke Ihedigbo, who serves as Lit's general manager, and Nick Brown, the bar manager and mixologist. For now, Rahmani said, his goal is to offer something distinctive downtown and to keep people in Amherst who might otherwise leave for Springfield at night, not to compete with the many college bars that offer less expensive beer and mixed drinks."



LIT Mezze Lounge
& Night Club,
Downtown
Amherst, MA

- In 2014 Mr. Rahani also became a partner in Limoo Tea Bar located at 1032 Commonwealth Ave., Boston, MA, (see as follows):

"This restaurant isn't just about selling food and booze – it's about selling the memories," Joe Deng, co-founder of the newly opened Limoo Tea Bar, tells me over a glass of spiked bubble tea. And with the restaurant's glowing LED-light-filled atmosphere and tasty new-age fusion menu, we'd venture to say this new Allston hot spot is doing just that.

Deng, who also owns LimeRed Teahouse in Amherst, explains that he and his partners, Reza Rahmani (owner of Lit Nightclub and Moti) and Raymond Lee (co-owner of LimeRed Teahouse), built their new restaurant concept with "connections" in mind.

"We tried to build that into our concept, encouraging more sharing than what is traditionally expected from people," Deng tells us. "We paired the Asian communal tradition of pouring tea

or sake with friends with the awesome sharing nature of small tapas and dim sum."...Co-founder Rahmani, who also helms the kitchen at Limoo, developed Limoo's unique new age fusion menu. The burger isn't your average burger. Served in a steamed bao bun and topped with a fried egg, it's upgraded street food at its best. And it's one of Deng's favorite dishes on the menu – along with the The Gulf Dog, "a refined version of the Middle Eastern street food classic," he adds.

- In Dec. 2016 Limoo Tea Bar Closed (see as follows):
("Limoo Tea Bar in Allston is Closing", Boston Restaurant Talk Dec. 2016)

A dining and drinking spot in Allston is getting ready to close for good, though the people involved with it plan to open a couple of new places.

According to a Facebook post from the business, Limoo Tea Bar in Allston will have its last day of service on Friday, December 23, with the note saying that "we received an attractive buy-out offer at a time when the partners wanted to pursue other opportunities." The post goes on to say that Reza (the "mastermind behind the amazing kabobs") will open a new restaurant in the near future, while Joe and Ray will open a "sister shop" in Allston called LimeRed Teahouse that could debut early next year. Limoo Tea Bar, which first opened in the summer of 2014, offers such items as steamed buns, popcorn chicken, meat on a stick, and pita pockets, along with bubble tea-inspired cocktails.

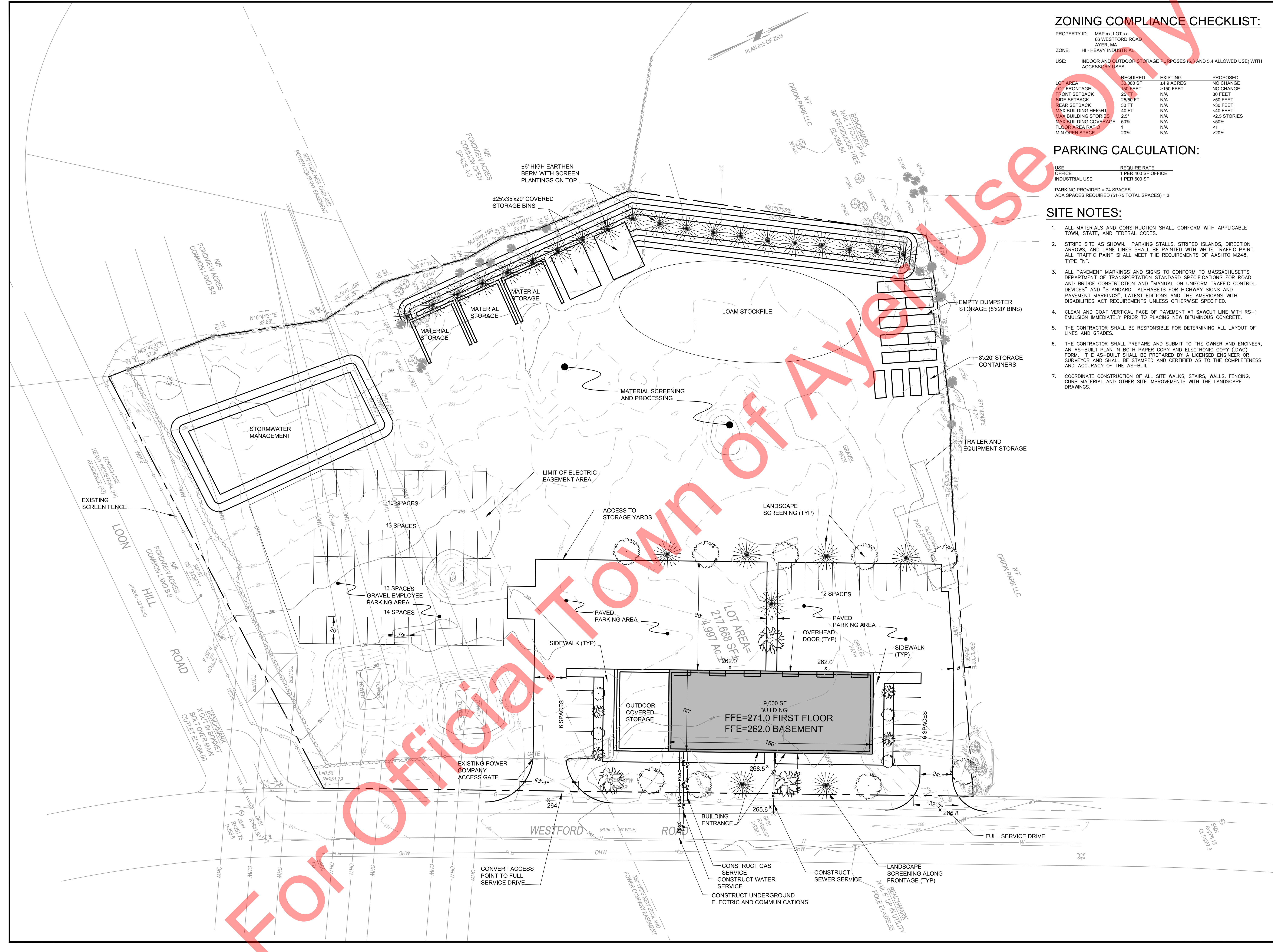
- Mr. Rahani is a member of the Board of Directors of the Amherst Area Chamber of Commerce:
"Amherst Area Chamber of Commerce: Returning board members include Aaron Jolly, the Pub; Meredith Schmidt, UMass Campus Center; Meghan Gregoire, PeoplesBank; Felicity Hardee, attorney; Niels la Cour, UMass Planning; **Reza Rahmani, Lit and Moti**; Barry Roberts, EV Realty Trust; G. Christopher Blauvelt, Innovara; John Kokoski, Mapleline Farm; and Youssef Fadel, New England Promotional Marketing."

Recommendation:

From (on-line information) which we have gathered and assessed, it appears to the Ayer Office of Community & Economic Development, that Mr. Reza Rahani is a dynamic, high-motivated, enterprising, well-known, and experienced professional in the regional restaurant, bar & lounge commercial sector. His reputation is that of an entrepreneur launching high-quality and well-managed establishments in traditional downtown & urban environments and destination places.

Based on our general research the Ayer Office of Community & Economic Development believes that Mr. Rahani (in all probability) would open and operate a well-designed, high-quality, well-managed and appealing new gathering place here in Downtown Ayer, which is well-poised for reinvention and a new standard of quality and vitality as a regional destination place.

We recommend approval of the request for "Transfer of All-Alcohol On-Premises Liquor License" for the subject commercial property space located at 25 Main Street, Ayer, MA.



ZONING COMPLIANCE CHECKLIST:

PROPERTY ID: MAP xx LOT xx
66 WESTFORD ROAD
AYER, MA

ZONE: HI - HEAVY INDUSTRIAL

USE: INDOOR AND OUTDOOR STORAGE PURPOSES (6.3 AND 5.4 ALLOWED USE) WITH ACCESSORY USES.

	REQUIRED	EXISTING	PROPOSED
LOT AREA	30,000 SF	±4.9 ACRES	NO CHANGE
LOT FRONTAGE	150 FEET	>150 FEET	NO CHANGE
FRONT SETBACK	25 FT	N/A	30 FEET
SIDE SETBACK	25/50 FT	N/A	>50 FEET
REAR SETBACK	30 FT	N/A	>30 FEET
MAX BUILDING HEIGHT	40 FT	N/A	<40 FEET
MAX BUILDING STORIES	2.5'	N/A	<2.5 STORIES
MAX BUILDING COVERAGE	50%	N/A	<50%
FLOOR AREA RATIO	1	N/A	<1
MIN OPEN SPACE	20%	N/A	>20%

PARKING CALCULATION:

USE	REQUIRE RATE
OFFICE	1 PER 400 SF OFFICE
INDUSTRIAL USE	1 PER 600 SF

PARKING PROVIDED = 74 SPACES
ADA SPACES REQUIRED (51-75 TOTAL SPACES) = 3

SITE NOTES:

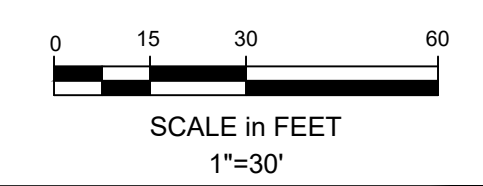
- ALL MATERIALS AND CONSTRUCTION SHALL CONFORM WITH APPLICABLE TOWN, STATE, AND FEDERAL CODES.
- STRIP SITE AS SHOWN. PARKING STALLS, STRIPED ISLANDS, DIRECTION ARROWS, AND LANE LINES SHALL BE PAINTED WITH WHITE TRAFFIC PAINT. ALL TRAFFIC PAINT SHALL MEET THE REQUIREMENTS OF AASHTO M248, TYPE "N".
- ALL PAVEMENT MARKINGS AND SIGNS TO CONFORM TO MASSACHUSETTS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND "STANDARD ALPHABETS FOR HIGHWAY SIGNS AND PAVEMENT MARKINGS", LATEST EDITIONS AND THE AMERICANS WITH DISABILITIES ACT REQUIREMENTS UNLESS OTHERWISE SPECIFIED.
- CLEAN AND COAT VERTICAL FACE OF PAVEMENT AT SAWCUT LINE WITH RS-1 EMULSION IMMEDIATELY PRIOR TO PLACING NEW BITUMINOUS CONCRETE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ALL LAYOUT OF LINES AND GRADES.
- THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE OWNER AND ENGINEER, AN AS-BUILT PLAN IN BOTH PAPER COPY AND ELECTRONIC COPY (DWG) FORM. THE AS-BUILT SHALL BE PREPARED BY A LICENSED ENGINEER OR SURVEYOR AND SHALL BE STAMPED AND CERTIFIED AS TO THE COMPLETENESS AND ACCURACY OF THE AS-BUILT.
- COORDINATE CONSTRUCTION OF ALL SITE WALKS, STAIRS, WALLS, FENCING, CURB MATERIAL AND OTHER SITE IMPROVEMENTS WITH THE LANDSCAPE DRAWINGS.

SITE DEVELOPMENT

66 WESTFORD ROAD
AYER, MASSACHUSETTS

Prepared for:
SAWYER MAY, LLC

PO BOX 1343
LITTLETON, MASSACHUSETTS



OCG
Oak Consulting Group
P.O. Box 1123
Newburyport, MA 01950
Ph. 978.312.3120

SCHEMATIC SITE LAYOUT PLAN

No.	Revision/Issue	Date
Design by:	SPM	Checked by: SPM
Drawn by:	SPM	Approved by: SPM
Project:	18007	Date: April 17, 2018

Sheet: **C-002**

From: Chief Pedrazzi

Sent: Monday, April 23, 2018 11:11 AM

To: 'Robert Pontbriand' <ta@ayer.ma.us>

Cc: 'Carly Antonellis (cantonellis@ayer.ma.us)' <cantonellis@ayer.ma.us>

Subject: RE: BOS Agenda Items and Supporting Materials for the May 1st BOS Meeting are DUE by 12pm Noon this Thursday, April 26, 2018.

Hi Robert,

I have the Inter-Municipal agreement between Littleton and Ayer for Paramedic Intercept Services for the Selectmen to sign. This is the same agreement that we have with Littleton only coming the other way. Littleton is in the process of starting a Paramedic service; and this agreement covers the billing aspect if we need to use them. It doesn't happen very often but it can so we need an agreement.

Chief Robert Pedrazzi
Ayer Fire Department
1 West Main Street
Ayer, MA 01432
(978) 772-8231



The information contained in this email is confidential and may contain proprietary information. It is meant solely for the intended recipient. Access to this email by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted in reliance on this, is prohibited and may be unlawful. No liability or responsibility is accepted if information or data is, for whatever reason corrupted or does not reach its intended recipient. If you believe you have received this email in error, please contact the Ayer Fire Department at 978-772-8231.

Inter-Municipal Agreement for Paramedic Intercept Services

Between the Town of Littleton

And

Town of Ayer

This Inter-Municipal Agreement for Paramedic Intercept Services is entered into between the **Town of Littleton** and the **Town of Ayer** with reference to the following recitals:

Recitals

Whereas, Massachusetts regulations, codified at 105 CMR 170.385, require that certain ambulance services provide arrangements for “adequate back-up” in addition to their own resources; and

Whereas, the Littleton Fire Department (hereinafter referred to as “Littleton” or “Littleton Fire Department”) is licensed as a provider of advanced life support services (“ALS Services”) that employs certified paramedics to provide such services; and

Whereas, the Ayer Fire Department (hereinafter referred to as (“Transport Agency” or “Ayer Fire Department”) is a provider of basic or advanced life support ambulance services (“EMT-B” or “EMT-A”); and

Whereas, from time to time, Transport Agency or an agency that dispatches emergency medical services for the Transport Agency will request that Littleton provide Paramedic Intercept Services to augment the EMT-B or EMT-A services rendered by the Transport Agency. The delivery of ALS Services and associated services as specified in this agreement shall be referred to herein as “Paramedic Intercept Services”; and

Whereas, the Transport Agency desires that Littleton perform, and Littleton is willing to perform, Paramedic Intercept Services pursuant to the terms and conditions of this agreement.

Now, therefore, the parties agree as follows:

1. Paramedic Intercept Services

Upon request, subject to the availability of its resources and the other terms and conditions hereof, “Paramedic Intercept Services” as referred to herein shall consist of delivering a paramedic to the scene of an incident or to a rendezvous point as is reasonable, and the rendering of such ALS Services the paramedic may deem necessary or appropriate, subject to the applicable medical control. The Transport Agency recognizes that Littleton cannot guarantee immediate response in every instance and that nothing in this Agreement binds Littleton to do so. Littleton does however, agree, that it will respond to the Transport Agency’s request for assistance to the best of its ability consistent with the forgoing and will not accord the Transport Agency’s request any lesser priority than requests for service from others.

2. Services Rendered and Cost

- A. Littleton shall bill the Transport Agency for all Paramedic Intercept Services rendered for a flat fee of two-hundred and seventy five Dollars (\$275). This fee will only be paid by the Transport Agency to Littleton after receipt of reimbursement from any insurance company and or individual. Payment will be made by the Transport Agency to Littleton within thirty (30) days of receipt of reimbursement for services.
- B. Transport Agency may bill any and all insurance companies or patients covered thereby for ALS Services rendered by Littleton in accordance with all applicable local, state and federal rules and regulations and the rules of the applicable Medicare Program. The Transport Agency shall be solely responsible for compliance with such rules and regulations in the creation and submission of claims. Littleton shall provide Transport Agency such information and paperwork as is reasonable and customary for these purposes. Except to the extent that any incorrect billing to a Medicare Program is caused by the fault of Littleton, Littleton shall have no responsibility or liability to Transport Agency or any Medicare Program or Medicare Program Patient arising from claims submitted by Transport Agency to the Medicare Program, and Transport Agency agrees to indemnify and hold the Town of Littleton and Littleton Fire Department harmless from and against any and all costs and expenses, including reasonable attorney's fees arising there from.

3. Recordkeeping and Bonds

Littleton and the Transport Agency shall keep accurate and comprehensive records of the services performed pursuant to this Agreement, costs incurred, and compensation payments and contributions received in connection with this Agreement. Littleton and the Transport Agency shall audit said records regularly, and issue a financial statement of said records to each other annually. The Chief of the Littleton Fire Department and the Chief of the Ayer Fire Department may give performance bonds in an amount that they mutually determine to be appropriate.

4. Limitation of Liability and Indemnification

- A. Littleton's obligations hereunder shall be subject to the availability of qualified paramedic personnel, supplies and transportation, as determined by Littleton in its reasonable judgment in light of other actual and anticipated needs for its services. In the event Littleton determines that it lacks qualified paramedic personnel or transportation to deliver such personnel to the scene of an incident or lacks supplies required for Paramedic Intercept Services, it shall have nor responsibility or liability to the Transport Agency, the patient or any third party, other than to notify the Transport Agency of Littleton's inability to respond.
- B. Transport Agency shall indemnify, defend, and hold the Town of Littleton and Littleton Fire Department harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of Transport Agency's breach of the Agreement or the negligence or misconduct of Transport Agency, or Transport Agency's agents or employees.

5. Insurance

At all times during the terms of this agreement each party shall maintain general and professional liability insurance coverage provided by companies licensed to do business in the Commonwealth of Massachusetts in the minimum amount of one million dollar (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the aggregate, providing coverage for the negligent acts or omissions for such party and its employees and agents.

6. Term and Termination

- A. The Effective Date of this Agreement shall be July 1, 2018.
- B. The initial term of the Agreement shall be two year(s), commencing as of the Effective Date. Thereafter this Agreement shall automatically renew for subsequent one-year periods for a maximum of twenty-three (23) years unless terminated as set forth below.
- C. This Agreement may be terminated without cause upon thirty (30) days written notice.
- D. This Agreement may be terminated for cause in the event of material breach by the other party and failure to cure such breach within ten (10) days of written notice specifying such breach.
- E. This Agreement may be terminated immediately upon notice by either party upon the occurrence of any of the following to the other party.
 - 1. Loss of its license of Medicare or Medicaid certification.
 - 2. Material diminution or loss of the insurance required.
 - 3. Filing of a voluntary petition in bankruptcy or an assignment for the benefit of creditors or other steps seeking relief from creditors under any federal or state bankruptcy laws.
- F. In the event of termination of this agreement, Littleton shall have no further obligation to provide Paramedic Intercept Services.
- G. Paragraphs 2 and 7 shall survive the termination of this Agreement with respect to calls performed while this Agreement was in effect.

7. NO Influence on Referrals

- A. It is not the intent of either party to this agreement that any remuneration, benefit or privilege provided for under this agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in this agreement. Any payments specified in this agreement are consistent with what the parties reasonably believe to be the fair market value for the service provided.
- B. Littleton and Transport Agency shall not discriminate against any patient for services because of race, color, religion, sex, sexual orientation, family status or national origin.

8. Miscellaneous Provisions

- A. Transport Agency shall neither have nor exercise any control or direction over the methods

- by which Littleton and its employees shall perform their duties arising hereunder.
- B. All notices, requests, demands or other communication under this agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party whom notice is to be given, or on the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed.

If to the Town of Littleton:

**Littleton Fire Department
20 Foster Street
Littleton, M 01460**

and

**Town Administrator
Littleton Town Offices
37 Shattuck Street
Littleton, MA 01460**

If to the Town of Ayer:

**Ayer Fire Department
1 W Main St
Ayer MA 01432**

and

**Town Administrator
1 Main Street
Ayer, MA 01432**

Any party may change their address for purposes of this section by giving the other party written notice of the new address in the manner set forth above.

- C. Pursuant to M.G.L. c. 40, § 4A, this Agreement shall be effective upon passage of authorizing votes by the Boards of Selectmen of the Towns of Littleton and Ayer.
- D. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this agreement.
- E. This agreement constitutes the entire agreement between parties with respect to the subject matter hereof, superseding all prior oral and written agreements with respect thereto, and no amendment shall be valid unless it is documented in a written instrument duly executed by the party or parties making such amendment.

- F. Nothing in this agreement shall be construed to confer upon any person, any remedy or claim as third-party beneficiaries or otherwise.
- G. No waiver of any breach of any provision of this agreement shall be deemed a waiver of any preceding or succeeding breach. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligation or acts.
- H. Neither party may assign this agreement or any rights hereunder, nor may they delegate any of the duties to be performed hereunder without the prior written consent of the other party.
- I. Each individual execution this agreement on behalf of any entity, which is a party to this agreement, represents and warrants that he or she is duly authorized to execute and deliver this agreement on behalf of said entity. This agreement may be signed in counterparts.

Town of Littleton

By its Board of Selectmen

Date: _____

Town of Ayer

By its Board of Selectmen

Date: _____

TOWN OF AYER

HISTORIC 1934 AYER CENTRAL FIRE STATION

PURCHASE AND SALE AGREEMENT

1. **PARTIES.** This Purchase and Sale Agreement (this "Agreement") is entered into by and between the **Town of Ayer**, having an address of 1 Main Street, Ayer, MA 01432, hereinafter called "Seller," and **Calvin Moore, Trustee of Cowfield Realty Trust II**, u/d/t dated October 26, 2014, recorded with the Middlesex South District Registry of Deeds in Book 64526, Page 571, having an address of 39 Main Street, Suite 204, Ayer, MA 01432, hereinafter called "Buyer."

2. **PREMISES.** Seller agrees to sell, and Buyer agrees to buy, upon the terms hereinafter set forth, a parcel of land, with the building thereon, known as the "Historic 1934 Central Fire Station" (the "Building"), located at 14 Washington Street, in Ayer, Massachusetts, being Assessor's Map 26, Lot 184, and described in deeds recorded with the Middlesex South District Registry of Deeds in Book 804, Page 511; Book 804, Page 513 and Book 804, Page 514.

3. **BUILDINGS, STRUCTURES, IMPROVEMENTS.** Included in the sale as a part of the Premises are the Building and fixtures belonging to Seller and used in connection therewith.

4. **TITLE DEED.** Said Premises are to be conveyed by a quitclaim deed running to Buyer, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of the closing; and
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of the Premises for residential use.

5. **PLANS.** If said deed refers to a plan necessary to be recorded therewith, Buyer shall, at its sole cost and expense, prepare a survey plan in form adequate for recording or registration.

6. **PURCHASE PRICE.** The agreed purchase price for said Premises is Fifty Thousand and 00/100 Dollars (\$50,000.00), of which:

- | | | |
|----|-----------|--------------------------------------------------------------------------------------------------------------------------|
| \$ | 5,000.00 | has been paid by Buyer on this date, and shall be the deposit under this Agreement; and |
| \$ | 45,000.00 | is to be paid on the closing date by certified, bank or attorney IOLTA check, or by wire transfer, at Seller's election. |

\$ 50,000.00 TOTAL

7. TIME FOR PERFORMANCE, DELIVERY OF DEED. Such deed is to be delivered at 9:00 o'clock a.m. at the Law Office of Thomas A. Gibbons, P.C., 21 Park Street, Ayer, MA 01432, unless otherwise agreed upon in writing, on May 7, 2018, or five (5) business days from the execution of this Agreement by both parties, whichever is later. It is agreed that time is of the essence of this Agreement.

8. POSSESSION AND DELIVERY OF PREMISES. Full possession of said Premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof and minor damage by casualty excepted, and (b) in compliance with provisions of any instrument referred to in Paragraph 4 hereof. Buyer shall be entitled, through April 26, 2018 (the "Due Diligence Period"), to inspect said Premises and to conduct such investigations as are necessary, to determine whether the condition thereof complies with the terms of this Paragraph. For purposes of this paragraph, "minor" shall be defined as any nonstructural damage in an aggregate amount of less than Five Thousand (\$5,000.00) Dollars.

9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises in accordance with Paragraph 8 above, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, unless Seller elects, in its sole discretion, to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event Seller shall give written notice thereof to Buyer at or before the time for performance hereunder, in which case the closing shall be extended for an additional sixty (60) days. In no event, however, shall reasonable efforts require Seller to expend more than \$1,000.00 to make the Premises so conform to the provisions hereof, including attorneys' fees.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. If at the expiration of the extended time Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

11. BUYER'S ELECTION TO ACCEPT TITLE. Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case Seller shall convey such title.

12. ACCEPTANCE OF DEED. The acceptance and recording of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein

contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

13. INSURANCE. Until the delivery and recording of the deed, Seller shall maintain insurance on the Premises as presently insured and all risk of loss shall remain with the Seller.

14. ADJUSTMENTS. A payment in lieu of taxes shall be paid in accordance with G.L. c.44, §63A, as of the day of performance of this Agreement and the net amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed. Charges for water, sewer, electricity, gas, telephone, fuel, and other utilities shall be adjusted as of the day of closing

15. DEPOSIT. All deposits made hereunder shall be held in escrow by the Treasurer of the Town of Ayer as escrow agent, in a non-interest bearing account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this Agreement pending instructions mutually given by Seller and Buyer.

16. BUYER'S DEFAULT; DAMAGES. If Buyer shall fail to fulfill Buyer's agreements herein, all deposits made hereunder by Buyer shall be retained by Seller as Seller's sole and exclusive remedy at law and equity for Buyer's breach of this Agreement. The parties acknowledge and agree that the Seller has no adequate remedy in the event of Buyer's default under this Agreement because it is impossible to compute exactly what damages would accrue to Seller in such event. Therefore, the parties have taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to Seller in the event of Buyer's default hereunder, (ii) said deposit represents damages and not a penalty against Buyer, and (iii) the parties have had the benefit of counsel with regard to the provisions of this Paragraph.

17. LIABILITY OF SHAREHOLDER, TRUSTEE, FIDUCIARY. If Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller nor Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

18. REPRESENTATIONS AND WARRANTIES. Buyer acknowledges that Buyer has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not set forth or incorporated in this Agreement, except for the following additional warranties and representations: NONE.

19. BROKERS. Buyer and Seller each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. Buyer and Seller agree to defend and indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which

may be asserted against the other by any broker in connection with this transaction. The provisions of this Paragraph shall survive the delivery of the deed.

20. CONTINGENCIES. The obligations of the parties are contingent upon the Buyer having complied with the disclosure provisions of G.L. c.7C, §38, and Seller and Buyer agree to diligently pursue full compliance with said statute. Seller shall prepare and file all required statements.

21. HAZARDOUS MATERIALS. Buyer acknowledges that Buyer has not been influenced to enter into this transaction and has not relied upon any warranties or representations not set forth in this Agreement. The Seller has provided the Buyer with a copy of the Phase I 21E report, lead paint and asbestos report and underground fuel storage tank removal report conducted on behalf of the Seller for informational purposes only. Buyer is aware of the condition of the Premises, and will accept the Premises "AS IS," and as such, the Buyer has been given the opportunity to conduct any and all due diligence and inspections as the Buyer deems advisable and is relying solely on the results of that due diligence and inspections and not on any representation or warranty of the Seller that is not set forth herein in writing. This provision shall survive the delivery of the deed.

22. ASSIGNMENT. Buyer shall not assign this Agreement or any of its rights hereunder, except to an entity wholly owned or controlled by the principals of Buyer, without the prior written consent of Seller, which consent may be withheld in Seller's discretion.

23. CONDITION OF PREMISES. Buyer acknowledges and agrees that the Premises are being conveyed in their "AS IS" condition, without any representation or warranty, express or implied, other than as set forth herein in writing, and that Seller shall have no obligation to remove any furnishings, equipment, other personal property or fixtures from the Premises, except for those items listed on Exhibit A attached hereto.

25. TITLE INSPECTION. Buyer shall have until the expiration of the Due Diligence Period to examine Seller's title to the Premises and to notify Seller of its objections thereto. Any title matters affecting the Premises as of the expiration of the Due Diligence Period, and not objected to by Buyer by notice given to Seller prior to the expiration of said Due Diligence Period, shall be deemed accepted by Buyer. Nothing herein shall waive Buyer's objections to title matters arising after the expiration of the Due Diligence Period.

26. TITLE OR PRACTICE STANDARDS. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association of Massachusetts at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable. It is understood and agreed by the parties that, without limitation, the Premises shall not be in conformity with the title provisions of this Agreement unless:

- (a) no building, structure or improvement of any kind belonging to any person or entity encroaches upon or under the Premises from other premises;

- (b) title to the Premises is insurable, for the benefit of Buyer, by a title insurance company acceptable to Buyer, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use;
- (c) all structures and improvements and all means of access to the Premises shall not encroach upon or under any property not within the lot lines of the Premises; and
- (d) the Premises shall abut a public way, duly laid out or accepted as such by the municipality in which the Premises are located, or have the benefit of a valid easement leading to a public way.

27. CLOSING. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. Unless the Closing takes place at the appropriate Registry of Deeds, all documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land.

28. CASUALTY; CONDEMNATION. Notwithstanding anything herein to the contrary, in the event that all or a substantial part of the Premises is damaged or destroyed by fire, vandalism or other casualty (and such fire, vandalism or other casualty is not the result of the negligence of Buyer, or its agents, employees, contractors and invitees), or in the event of a taking of all or substantially all of the Premises by eminent domain by an entity other than Seller, Seller or Buyer, may, at its option, terminate this Agreement, whereupon all deposits made by Buyer under this Agreement shall be returned. "Substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially and adversely affect the use of the Premises for the purposes set forth herein. Notwithstanding the foregoing, Buyer shall have the election to accept the Premises after a fire casualty by paying the Purchase Price and having the insurance proceeds assigned to Buyer.

29. BUYER'S WARRANTIES. Buyer hereby represents and warrants:

- (a) This Agreement and all documents to be executed by Buyer and delivered to Buyer at the closing are, or at the time of the closing will be, duly authorized, executed and delivered by Buyer.
- (b) Buyer hereby acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in this Agreement, Buyer has not relied upon nor been induced by any representations, warranties, guarantees, promises or statements, whether written or oral, express or implied, or whether made by Seller or any employee or representative of Seller.

30. NOTICE. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) upon electronically confirmed receipt of facsimile delivery (provided that such facsimile delivery is

promptly followed by one of the other permitted forms of notice contained herein), to the party with a copy to the party's attorney, addressed in the case of:

Seller: Board of Selectmen
Ayer Town Hall
1 Main Street
Attention: Town Administrator
Ayer, MA 01432
Telephone: (978) 772-8220
Facsimile: (978) 772-3017
E-Mail: rpontbriand@ayer.ma.us

With a copy to: Katharine Lord Klein, Esq.
KP Law, P.C
101 Arch Street
Boston, MA 02110
Telephone: (617) 556-0007
Facsimile: (617) 654-1735
E-Mail: kklein@k-plaw.com

In the case of Buyer: Calvin Moore
Trustee of Cowfield Realty Trust II
39 Main Street, Suite 204
Ayer, MA 01432
Telephone: (978) 772-1300
E-Mail: calvinm@needtogohunting.com

With a copy to: Thomas A. Gibbons, Esq.
21 Park Street
Ayer, MA 01432
Telephone: (978) 772-2284
Facsimile: (978) 772-0802
E-Mail: tgibbons@tgibbonslaw.com

By such notice, either party may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

32. POST CLOSING COMPLIANCE AND ADJUSTMENTS. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within two months of the date of the delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. This provision shall survive delivery of the deed.

33. EXTENSIONS. Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any

change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

34. COOPERATION. Seller agrees to use reasonable efforts to assist Buyer in obtaining any and all permits, licenses, easements and other authorizations required by any governmental authorities with respect to any construction or other work to be performed on the Premises, but Buyer acknowledges that Seller has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted or fees waived.

35. CONSTRUCTION. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

36. GOVERNING LAW. This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or other claims pertaining or relating to this Agreement shall be brought within the courts of Massachusetts.

37. HISTORIC PRESERVATION. Within twelve (12) months of the delivery of the deed to the Buyer, the Buyer shall apply to the Community Preservation Commission for funding to assist in the renovation of the Premises. If Community Preservation Act funds are approved in an amount of not less than Thirty Thousand (\$30,000.00) Dollars, in consideration of those funds, the Buyer and the Town shall execute and record the Historic Preservation Restriction in the exact form as attached hereto as Exhibit B, unless the parties mutually agree to modify the Restriction prior to its execution. This provision shall survive the delivery of the deed.

38. SOUTH BAY ADDITION REMOVAL. Within three (3) years of the delivery of the deed to the Buyer, the Buyer covenants to remove the South Bay addition. The promise to remove the South Bay addition is additional consideration of this Agreement and the Town may enforce this covenant by seeking injunctive relief for a breach of this covenant, and shall be entitled to an award of its attorney's fees and expenses incurred in bringing such action. This provision shall survive the delivery of the deed.

[Signature Page Follows]

In Witness Whereof, the parties sign this Agreement under seal as of this 1st day of May, 2018.

SELLER:

TOWN OF AYER, by its
Board of Selectmen

Christopher R. Hillman

Jannice L. Livingston

Scott A. Houde

BUYER:

COWFIELD REALTY TRUST II

By: _____
Name: Calvin Moore
Title: Trustee of Cowfield Realty Trust II

623127v3/AYER/0111

DRAFT

EXHIBIT A

**AGREED UPON LIST OF PERSONAL PROPERTY TO BE REMOVED FROM THE
PREMISES BY THE SELLER PRIOR TO CLOSING**

DRAFT

EXHIBIT B

HISTORIC PRESERVATION AGREEMENT

DRAFT

*Affected Premises:
14 Washington Street
Ayer, MA 01432*

HISTORIC PRESERVATION RESTRICTION

Historic 1934 Ayer Central Fire Station

The parties to this Historic Preservation Restriction (this “Restriction”) are **Calvin Moore, Trustee of Cowfield Realty Trust II**, u/d/t dated October 26, 2014, recorded with the Middlesex South District Registry of Deeds in Book 64526, Page 571 (with its successors and assigns, “Grantor”), having an address of 39 Main Street, Suite 204, Ayer, Massachusetts 01432, and the **Town of Ayer** (the “Town”), a Massachusetts municipal corporation with an address of 1 Main Street, Ayer, Massachusetts 01432, acting by and through the Ayer Historical Commission (the “Commission”).

WHEREAS, Grantor is the owner in fee simple of certain real property with improvements thereon known as the “Historic 1934 Ayer Central Fire Station” (the “Building”) located at 14 Washington Street, Ayer, Middlesex County, Massachusetts, as more particularly described in a deed recorded with the Middlesex South District Registry of Deeds in Book _____, Page _____ (the “Premises”);

WHEREAS, the Building is immediately adjacent to the Downtown Historic Mercantile District, which Building, as the first official fulltime fire station within the Town, is historically and culturally significant;

WHEREAS, the cupola, stepped gables, slate like roof (roofing material that gives the appearance of slate), red brick façade on the entire building, architectural form of the garage door arches, and the architectural style of the windows, some of which are visible from Washington Street, of the Building (the “Historic Elements”) are significant in architectural design and possesses integrity of materials and workmanship;

WHEREAS, the Historic Elements’ preservation values are documented in Exhibit A (Statement of Significance) and Exhibit B (Photographs) (hereinafter, collectively “Baseline Documentation”) incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Historic Elements as of the date of this Historic Preservation Restriction;

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter “preservation values”) and significance of the Historic Elements, and have the common purpose of preserving the aforesaid preservation values and significance of the Historic Elements, with those upgrades and renovations permitted by this Restriction;

WHEREAS, the Town requires, and the Grantor wishes to impose, for and in consideration as set forth below, certain restrictions, obligations and duties upon it as the owner of the Premises and on its successors to its right, title and interest therein, with respect to maintenance, protection and preservation of the Historic Elements on the Premises in order to protect the architectural and historical integrity thereof, subject, however to the Grantor’s rights relative to upgrade and renovate the Historic Elements, as set forth herein;

WHEREAS, the preservation of the Historic Elements is important to the public for the enjoyment and appreciation of the cultural, architectural and historical heritage of Ayer and will serve the public interest;

WHEREAS, the Town is a governmental body interested in the preservation and conservation of sites, buildings, and objects of local, state and national significance in the Town of Ayer and authorized to accept preservation restrictions under the Massachusetts General Laws, Chapter 184 (the “Act”); and

WHEREAS, the Commission is a governmental body whose purposes include the preservation and protection of buildings, structures, vessels, real property, documents or artifacts that are listed or eligible for listing on the state register of historic places or have been determined by the Commission to be significant in the history, archeology, architecture or culture of the Town.

NOW, THEREFORE, for good and valuable consideration, including, but not necessarily limited to the grant of Community Preservation Act Funds from the Town of Ayer, as recommended by its Community Preservation Committee and approved by Town Meeting, Grantor conveys to the Town the following restrictions which shall apply to the Premises and the Historic Elements for the term set forth herein, unless released pursuant to the provisions of the Act or pursuant to the provisions set forth herein.

These restrictions are set forth so as to insure the preservation of the Historic Elements which contributes to the architectural and historical integrity thereof.

The terms of the Restrictions are as follows:

1. Location of Historic Elements. The Historic Elements that are now visible from Washington Street shall remain visible from Washington Street, and no structures, landscaping or other improvements shall significantly interfere with the view of the Historic Elements from said Washington Street.

2. Maintenance of the Historic Elements. Grantor shall be responsible for, and agrees to assume the total cost of, the continued maintenance, repair and administration of the Historic Elements in and on the Building so as to maintain and preserve them in a good and

sound state of repair and to preserve those characteristics that contribute to the architectural and historic integrity of said Historic Elements. It is Grantor's intent that the Historic Elements shall be maintained in a physical appearance and using materials that match the original appearance as closely as is reasonably possible.

3. Inspection. Upon at least seven (7) days' written prior notice to Grantor, there is hereby granted to the Town and its agents and representatives the right to enter onto the Premises and at reasonable times and in a reasonable manner for the sole purpose of inspecting the Historic Elements, to determine compliance with this Restriction.

4. Insurance. Grantor shall keep the Building, including the Historic Elements, insured by an insurance company for the full replacement value against loss from perils commonly insured under standard fire and extended coverage policies. Said insurance shall be in form and amount sufficient to fully restore or repair the damaged Historic Elements without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Town, within ten (10) business days of the Town's written request therefor, certificates of such insurance coverage, provided, however, that whenever the Premises are encumbered with a mortgage or deed of trust, nothing contained in this Paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

5. Casualty Damage. (a) In the event of damage or destruction to the Historic Elements caused by fire or other casualty, Grantor shall promptly notify the Town (by certified mail or hand delivery to the Board of Selectmen, the Town Clerk and the Commission) of such damage or destruction and Grantor and the Town shall each use best efforts to cooperate with one another and make any determinations that are necessary under this Paragraph 5. No repairs or preservation of any type, other than temporary emergency work to prevent further damage to the Historic Elements, shall be undertaken by Grantor without the Town's prior written approval. Within ninety (90) days of such casualty, Grantor, at its expense, shall submit to the Town a written report prepared by a qualified conservator, which report shall include an assessment of the nature and extent of the damage, a determination of the feasibility of the preservation and restoration of the Historic Elements, and a report of the work necessary to return the Historic Elements to their condition prior to the date of casualty.

(b) If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, which shall be completed within sixty (60) days of submittal of said report by the Grantor to the Town, Grantor and the Town agree that the Purpose of the Restriction will be served by the restoration or repair of the Historic Elements, Grantor and the Town shall establish a schedule under which Grantor shall complete the restoration/repair of the Historic Elements in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

(c) If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, which shall be completed within sixty (60) days of submittal of said report by the Grantor to the Town, Grantor and the Town agree that the Historic Elements are so damaged that the restoration/reconstruction of the Historic Elements is impractical or impossible, Grantor may alter, demolish, or remove the Historic Elements and this Restriction shall terminate. Grantor and the Town may agree to extinguish this Restriction in whole or in part in accordance with the laws of the Commonwealth of Massachusetts.

(d) If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, which shall be completed within sixty (60) days of submittal of said report by the Grantor to the Town, Grantor and the Town are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/repair, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts's arbitration statute then in effect.

(e) If the Town fails to act in one of the ways described in this Paragraph 5 within sixty (60) days of submittal of said report by the Grantor to the Town, the Town's approval of the work as described in said report shall be constructively granted (so long as such submittal contains notice of such deemed approval), and Grantor may complete the repairs as described in said report, and shall be entitled to a written acknowledgement from the Town of such constructive approval.

6. Intentionally omitted.

7. Changes to Historic Elements. Without the prior express written approval of the Commission, which approval may not be unreasonably withheld but which may be subject to such reasonable conditions as the Commission in its discretion may determine, Grantor shall not make any changes to the Historic Elements, including the alteration, partial removal, or other physical or structural change in material or color, size and mass of the Historic Elements. Activities by Grantor to perform routine maintenance of the Historic Elements which are not intended to change the appearance or materials of the Historic Elements shall not require the prior approval of the Commission.

8. Alteration to Historic Elements. Grantor agrees that significant and/or material alterations and/or modifications to the Historic Elements shall be subject to review by and approval of the Commission to assure that the Historic Elements will retain their design and style.

9. Review of Grantor's Requests for Approval. In the event the Grantor desires to exercise those conditional rights set out at Paragraphs 7 and 8 above, Grantor shall submit a request, sent by certified mail or delivered by hand, to the Board of Selectmen, the Town Clerk and the Commission, each such notice to contain two copies of information, including plans and specifications, identifying the proposed activity with reasonable specificity. Within sixty (60) days of receipt by the Board of Selectmen, the Town Clerk and the Commission, the Commission shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Commission shall provide Grantor with written findings and rulings upon which said denial was based and suggestions for modification or a written explanation for the Commission's disapproval. Any failure by the Commission to act within sixty (60) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Town of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted, so long as said submission contains notice of said deemed approval..

10. Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden, except as otherwise conditioned in this Paragraph:

(a) The Historic Elements or any part thereof shall not be demolished, removed, or razed (by affirmative action or through neglect or failure to repair and maintain) except as provided in Paragraphs 5 and 6; and

(b) Nothing shall be erected or allowed to grow on the Premises which would impair the visibility of the Historic Elements from Washington Street.

11. Indemnification. Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, the Town, the Commission, their agents, officers, employees, and contractors (the "Indemnified Parties") from and against any and all claims, liabilities, expense, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) (the "Claims") arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Premises; the presence or release in, on or about the Premises, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any law, bylaw, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury, death or other damage occurring on or about the Premises. In the event that Grantor is required to indemnify the Indemnified Parties pursuant to the terms of this Paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Premises with the same effect and priority as a mechanic's lien. Grantor shall have no obligation to indemnify the Indemnified Parties for Claims to the extent caused by the gross negligence or willful misconduct of the Indemnified Parties.

12. Legal Remedies of the Town. The Town may, after thirty (30) days' prior written notice to Grantor (provided that no such prior notice shall be required in the event of an emergency), enforce this Restriction by appropriate legal proceedings and/or obtain injunctive and other equitable relief by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, against any violations, including, without limitation, relief requiring restoration of the Historic Elements to their condition prior to the time of the injury complained of (it being agreed that the Town shall have no adequate remedy at law), and shall be in addition to and not in limitation of any other rights and remedies available to the Town. Provided that a violation of this Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred, Grantor shall reimburse the Town all reasonable costs and expenses (including without limitation reasonable counsel fees, court costs, and architectural, engineering, and expert witness fees) incurred in enforcing this Restriction or in taking reasonable measures to remedy and/or abate any violation thereof. By its acceptance, the Town does not undertake any liability or obligation relating to the condition of the Historic Elements, the Building or the Premises, including with respect to compliance with hazardous materials or other environmental laws and regulations. This Restriction shall be enforced by the Town in its sole discretion. Failure by the Town to enforce any provision or condition set forth herein, or to exercise any rights hereby conveyed, shall not constitute a release or waiver of any such right or condition. In the event that Grantor is required to reimburse the Town pursuant to the terms of this Paragraph, the amount of such reimbursement until discharged, shall constitute a lien on the Premises.

13. Assignment. The Town may assign this Restriction to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties.

14. Term of Restriction; Binding Effect and Release.

(a) The obligations imposed by this Restriction shall be effective for thirty (30) years from the date of recordation of this Restriction, and shall be enforceable against Grantor and the successors and assigns of Grantor holding any interest in the Premises. Grantor acknowledges that said covenants, as they are held by the Town, constitute restrictions held by a governmental body, as those terms are defined in G.L. c.184, §26.

(b) This Restriction shall extend to and be binding upon Grantor and the Town, their respective successors in interest and all persons hereafter claiming under or through Grantor and the Town, and the words "Grantor" and the "Town" when used herein shall include all such persons. Any right, title, or interest herein granted to the Town also shall be deemed granted to each successor and assign of the Town and each such following successor and assign thereof, and the word the "Town" shall include all such successors and assigns.

(c) Anything contained herein to the contrary notwithstanding, an owner of the Premises shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Premises by reason of a bona fide transfer.

(d) The restrictions, stipulations, and covenants contained in this Restriction shall be incorporated by Grantor, by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Premises or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Premises, but excluding any lease with a term of fewer than ninety (90) days.

15. Written Notice. Unless expressly addressed elsewhere in this Restriction, any notice which either Grantor or the Town may desire or be required to give to the other party shall be in writing and shall be delivered to the addresses set forth above by one of the following methods: by overnight courier postage prepaid, facsimile transmission, registered or certified mail with return receipt requested, or hand delivery. Each party may change its address set forth herein by a notice to such effect to the other party.

16. Intentionally omitted.

17. Validity and Severability. The invalidity or unenforceability of any provision of this Restriction shall not affect the validity or enforceability of any other provision of this Restriction.

18. Notice from Governmental Authorities. Grantor shall deliver to the Town copies of any notice of violation or lien relating to the Premises received by Grantor from any governmental authority within five (5) days of receipt by Grantor. Upon request by the Town, Grantor shall promptly furnish the Town with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

19. Mortgage Subordination and Right of Mortgagee to Terminate Upon Foreclosure. Grantor represents and warrants to the Town that the Premises are subject to no mortgage, liens, or leases prior in right to this Restriction. Grantor agrees not to enter into or permit other mortgages, liens or leases affecting the Premises prior in right to this Restriction. Nothing in this Paragraph shall preclude the Grantor from granting one or more mortgages upon the Premises, which mortgage(s) shall be subject to this Restriction

20. Notice of Proposed Sale. Grantor shall promptly notify the Town in writing of any proposed sale or other transfer of the Premises and provide the opportunity for the Town to explain the terms of the Restriction to potential new owners prior to transfer. In addition, Grantor shall provide any proposed transferee with a copy of this Restriction prior to entering into a binding agreement to transfer the Premises.

21. Amendment. If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and the Town may by mutual written agreement jointly amend this Restriction. Any such amendment shall be consistent with the protection of the preservation values of the Premises and the Purpose of this Restriction; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall historic and cultural values protected by this Restriction. Any such amendment shall be effective when all applicable legal requirements have been met and the amendment is filed with the Ayer Town Clerk and recorded at the Registry. Nothing in this Paragraph shall require Grantor or the Town to agree to any amendment or to consult or negotiate regarding any amendment.

22. Recordation. Grantor shall record this Restriction with the Registry promptly and provide the Town with a copy of the recorded Restriction within fourteen (14) days of the execution hereof.

23. Compliance. No consent or permission granted by the Town under this Restriction, whether express or implied, shall be deemed to waive Grantor's obligation to comply with applicable laws, bylaws, rules or regulations.

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

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

Signed under seal as of this _____ day of _____, 201__.

GRANTOR:

COWFIELD REALTY TRUST II

By: _____
Calvin Moore, Trustee of
Cowfield Realty Trust II

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 201__, before me, the undersigned notary public, personally appeared Calvin Moore, Trustee of Cowfield Realty Trust II, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above, and acknowledge to me that he signed the foregoing or preceding voluntarily for its stated purpose on behalf of Cowfield Realty Trust II.

Notary Public
My Commission Expires:

ACCEPTANCE OF HISTORIC PRESERVATION RESTRICTION

The Town of Ayer, acting by and through its Historical Commission, pursuant to the provisions of G.L. c. 40, §8D, hereby accepts the foregoing Historic Preservation Restriction on this _____ day of _____, 201____.

TOWN OF AYER,
By its Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 201__, before me, the undersigned notary public, personally appeared _____, member of the Ayer Historical Commission, as aforesaid, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above, and acknowledged to me that he/she signed the foregoing voluntarily for its stated purpose on behalf of the Town of Ayer.

Notary Public
My Commission Expires:

APPROVAL AND ACCEPTANCE BY THE AYER BOARD OF SELECTMEN

We, the undersigned being a majority of the Board of Selectmen of the Town of Ayer, hereby certify that at a meeting held on _____, 201____, the Board of Selectmen voted to approve and accept the foregoing Historic Preservation Restriction.

TOWN OF AYER,
By its Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, member of the Ayer Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Ayer.

Notary Public
My Commission Expires:

Exhibit A

Statement of Significance

DRAFT

Exhibit B

Photographs

DRAFT

QUITCLAIM DEED

The **Town of Ayer**, a Massachusetts municipal corporation, pursuant to the vote taken under Article 1 of the October 28, 2013 Special Fall Town Meeting, a certified copy of which is attached hereto, having an address of Ayer Town Hall, One Main Street, Ayer, Massachusetts 01432 (the “Grantor”)

for consideration paid of Fifty Thousand and 00/100 (\$50,000.00) Dollars,

grants to **Calvin Moore, Trustee of Cowfield Realty Trust II**, u/d/t dated October 26, 2014, recorded with the Middlesex South District Registry of Deeds in Book 64526, Page 571, having an address of 39 Main Street, Suite 204, Ayer, Massachusetts 01432,

with **Quitclaim Covenants**,

Three (3) parcels of land, situated on 14 Washington Street in Ayer (formerly the Town of Groton, the Town of Ayer chartered on _____, 1871, being formerly a portion of the Town of Groton), Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Parcel I:

A certain tract of parcel of land situate in the southerly part of said Ayer and near Ayer Junction on the westerly side of the new road leading from said Junction to Ayer Centre, bounded as follows:

Beginning at the southerly corner of said lot at a stone post on said new road and running westerly on land now or formerly of Nutting, one hundred feet to a stone post; thence

Northerly on said Nutting land to a stone post thirty feet; thence

Easterly on land now or formerly of L. Woods & Co. one hundred feet to a stone post; thence

Southerly on said new road thirty feet to the place of beginning.

Containing three thousand (3,000) square feet, more or less.

Being the same premises described in a deed dated September 29, 1858 and recorded with the Middlesex South Registry of Deeds in Book 804, Page 511.

Parcel II:

A certain parcel of land situate near the center of said Ayer on the westerly and northerly sides of Main Street and the street leading to the Centre Depot at the junction of said streets containing one fourth (1/4) of an acre be the same more or less, bounded as follows:

Beginning at the southwesterly corner of the said premises at land now or formerly of Luther G. Osborn on the northerly side of the said Depot Street; thence

Northerly by said Osborn land about six rods to the northeasterly corner of the said Osborn lot; thence

Easterly in a direct line with the north line of the said Osborn lot to the aforesaid Main Street; thence

Southerly on said Main Street to the aforesaid Depot Street or road; thence

Westerly on said Depot Street to the place or bound of beginning at the aforesaid Osborn land.

Being the same premises described in deed dated October 11, 1858 and recorded with the Middlesex South Registry of Deeds in Book 804, Page 513.

Parcel III:

A certain tract or parcel of land situate in the southerly part of said Ayer and near Ayer Junction on the westerly side of the new road leading from said Junction to Ayer Centre, bounded as follows:

Beginning at the southerly corner of said lot on said new road by land now or formerly owned by W. S. Nutting and running westerly by said Nutting land about one hundred and nine feet, more or less; thence

Northerly on said Nutting land sixty feet, more or less, to land now or formerly of B. Edwards; thence

Easterly by said Edwards land one hundred and nine feet, more or less, to said new road; thence

Southerly by said road sixty feet, more or less, to place of beginning.

Being the same premises described in deed dated September 30, 1858 and recorded with the Middlesex South Registry of Deeds in Book 804, Page 514.

No deed stamps are due pursuant to G.L. c. 64D, §1.

The Grantor certifies that there has been full compliance with the provisions of G.L. c. 7C, §38 and G.L. c. 44, §63A.

[Signature Page Follows]

Executed as a sealed instrument this 1st day of May, 2018.

TOWN OF AYER,
By its Board of Selectmen

Christopher R. Hillman

Jannice L. Livingston

Scott A. Houde

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 1st day of May, 2018, before me, the undersigned Notary Public, personally appeared _____, member of the Ayer Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Ayer.

Notary Public
My Commission Expires:

CLOSING AGENDA

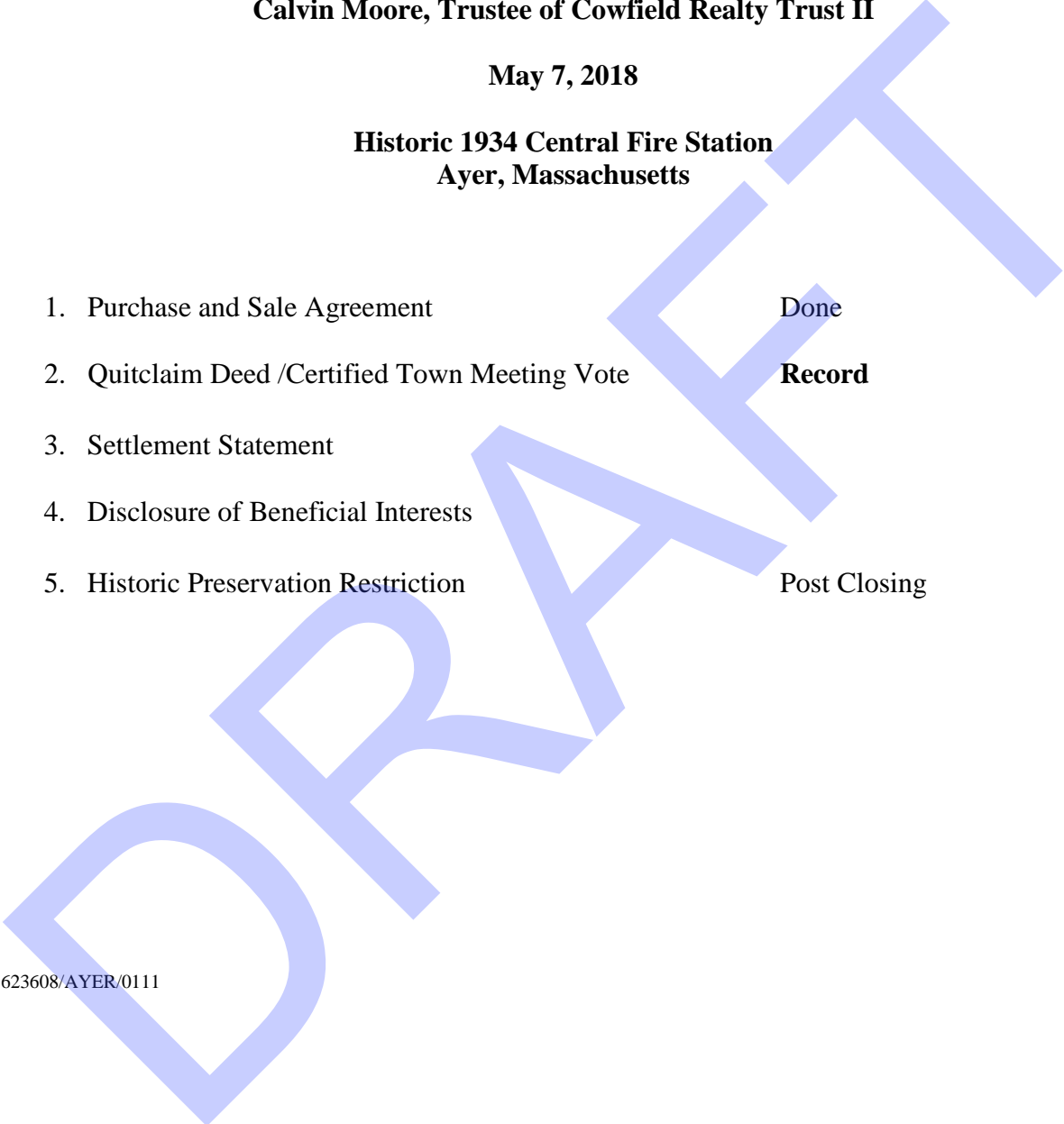
Town of Ayer

To

Calvin Moore, Trustee of Cowfield Realty Trust II

May 7, 2018

**Historic 1934 Central Fire Station
Ayer, Massachusetts**

- 
1. Purchase and Sale Agreement **Done**
 2. Quitclaim Deed /Certified Town Meeting Vote **Record**
 3. Settlement Statement
 4. Disclosure of Beneficial Interests
 5. Historic Preservation Restriction **Post Closing**

SETTLEMENT STATEMENT

Town of Ayer

To

Calvin Moore, Trustee of Cowfield Realty Trust II

May 7, 2018

**Historic 1934 Central Fire Station
Ayer, Massachusetts**

Purchase Price	\$50,000.00
Pro Forma Taxes	828.24
Deposit	<u>(5,000.00)</u>
Total to Town of Ayer	\$45,828.24
Recording Fees (Deed and Vote) - Buyer	POC

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property:

14 Washington Street, Ayer, Assessor's Map 26, Lot 184, described in deeds recorded with the Middlesex South District Registry of Deeds in Book 804, Page 511; Book 804, Page 513 and Book 804, Page 514.

(2) Type of Transaction, Agreement, or Document:

Disposition by the Town of Ayer

(3) Public Agency Participating in Transaction:

Town of Ayer

(4) Disclosing Party's Name and Type of Entity (if not an individual):

Calvin Moore, Trustee of Cowfield Realty Trust II (Trust)

(5) Role of Disclosing Party (Check appropriate role):

Lessor/Landlord Lessee/Tenant

Seller/Grantor Buyer/Grantee

Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

Calvin Moore

Ayer, MA 01432

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):

None

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Calvin Moore

Print Name of Disclosing Party (from Section 4, above)

Authorized Signature of Disclosing Party

Date (5/7/2018)

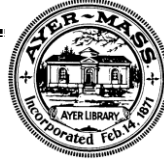
Calvin Moore, Trustee

Print Name & Title of Authorized Signer

DRAFT

DEPARTMENT OF PUBLIC WORKS

Mark L. Wetzel, P.E., Superintendent
Daniel Vas Schalkwyk, P.E. Town Engineer
Pamela J. Martin, Business Manager



25 BROOK STREET
AYER, MASSACHUSETTS 01432
T: (978) 772-8240
F: (978) 772-8244

MEMORANDUM

Date: April 26, 2018
To: Board of Selectmen
From: Mark Wetzel, P.E. Superintendent of Public Works
Dan Van Schalkwyk, P.E. Town Engineer
Subject: **May 1, 2018 Meeting Agenda Items**

1. **Myrick Street Drainage Improvements Contract** – Bids for construction of the Myrick Street Drainage Improvements were opened on April 18, 2018. A total of 5 bids were received ranging from \$59,445.00 to \$93,750.10. The low bidder is Ponch Excavation LLC.

The project was engineered in-house by the DPW. Drainage infrastructure in the area is in poor condition and this is a much needed infrastructure improvement. The project will be funded partially from the stormwater operating budget. Attached are two (2) copies of the Agreement for signature by the Board.

(Vote to sign the contract for Myrick Street Drainage Improvements with Ponch Excavation LLC for the amount of \$59,445.00)

2. **Gap Funding Grant Award** – The Town of Ayer has been awarded a \$46,785.00 grant from the Baker-Polito Administration for energy efficiency optimization at the Central Avenue Wastewater Pumping Station.
3. **Update on Grove Pond Water Supply PFAS Contamination**
4. **Bench Scale Testing Engineering Agreement with CDM-Smith** – The initial phase of the design of treatment to remove the PFAS from the Grove Pond Water Supply is to conduct “bench scale” testing of the water. This will determine the optimum treatment media and design criteria. CDM-Smith has provided an agreement for this work. In order to get the treatment system designed and constructed as soon as possible, I recommend that the Board authorize the initial phase of the work, task 1.1 for the amount of \$30,000. This can be funded through the DPW Water Division budget. The remaining work in this agreement will be funded in the Town Meeting Borrow Article, assuming it is approved.

shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner One Thousand dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01A.

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 5 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General Conditions:

a. 95 percent of Work completed (with the balance being retainage); and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts as Engineer shall determine in accordance with the General Conditions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with the General Conditions and the Supplementary Conditions, Owner shall pay the remainder of the Contract Price as recommended by the Engineer and as provided in the General Conditions, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 7 – INTEREST

7.01 Not Applicable

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 5, inclusive).
 - 2. Payment bond
 - 3. General Conditions
 - 4. Supplementary Conditions
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - 6. Drawings consisting of 3 sheets with each sheet bearing the following general title: Myrick Street Drainage Improvements.
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages 00300-1 to 00300-7, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (Section 00405, inclusive).
 - 8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four copies. One counterpart each has been delivered to Owner, Contractor, Engineer, and Agency. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement is dated _____.

OWNER:

CONTRACTOR

Board of Selectmen
Town of Ayer
Ayer, Massachusetts

By: _____

By: _____

Title: Chair _____

By: _____

Title: Member _____

By: _____

Title: Member _____

Title: _____

DRAFT

SECTION 00300

FORM FOR GENERAL BID

Ayer Department of Public Works
Ayer, Massachusetts
Myrick Street Drainage Improvements

The following Bid is submitted to: Town of Ayer Department of Public Works
25 Brook Street
Ayer, MA 01432

By (Contractor Name): Ponch Excavation LLC
(Address for Giving Notice): 3841 Washington St.
Boston, MA 02131

A. The Undersigned proposes to furnish all labor and materials required for the **Myrick Street Drainage Improvements** in Ayer, Massachusetts, in accordance with the accompanying plans and specifications prepared by The Ayer DPW for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda

Number _____
Dated _____

C. The proposed contract price for the **Base Bid** including Bid Items 1 through 8 complete is

Fifty nine thousand, four hundred & forty five
_____ dollars (\$ 59,445.00).
(in Words) (in Figures)

The proposed contract price for **Add Alternate 1** including Add Alternate 1 Bid Items AA1 through AA8 complete is

Fourteen thousand, eight hundred & ninety five
_____ dollars (\$ 14,895.00).
(in Words) (in Figures)

D. The subdivision of the proposed contract price is as follows:

BASE BID ITEMS

Item No.	Quantity*	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
1	2 EA	Remove Existing Catch Basin The Sum of \$ <u>Eight hundred</u>	\$ <u>800.-</u>	\$ <u>1,600.-</u>
		Per Each		
2	3 EA	Furnish and Install New Precast Concrete Catch Basin The Sum of \$ <u>three thousand and two hundred</u>	\$ <u>3,200.-</u>	\$ <u>9,600.-</u>
		Per Each		
3	405 LF	Furnish and Install Drainage Pipe Complete In Place, All Depths 12-Inch Diameter HDPE Drain Pipe The Sum of \$ <u>Seventy four</u>	\$ <u>74.-</u>	\$ <u>29,970.-</u>
		Per Linear Foot		
4	10 CY	Ledge/Boulder Excavation The Sum of \$ <u>One hundred and fifty</u>	\$ <u>150.-</u>	\$ <u>1,500.-</u>
		Per Cubic Yard		
5	10 CY	Common Borrow to Replace Unsuitable The Sum of \$ <u>ten</u>	\$ <u>10.-</u>	\$ <u>100.-</u>
		Per Cubic Yard		
6	55 CY	Gravel Subbase The Sum of \$ <u>twenty</u>	\$ <u>20.-</u>	\$ <u>1,100.-</u>
		Per Cubic Yard		
7	55 TON	Bituminous Pavement The Sum of \$ <u>Two hundred and twenty five</u>	\$ <u>225.-</u>	\$ <u>12,375.-</u>
		Per Ton		
8	10 SY	Loam and Seed The Sum of \$ <u>320.-</u> <u>Three hundred & twenty</u>	\$ <u>320.-</u>	\$ <u>3,200.-</u>
		Per Square Yard		

* Indeterminate quantities assumed for comparison of bids. Quantities are not guaranteed. Payment will be based on actual quantities installed/constructed.

59,445.-

ADD ALTERNATE 1 BID ITEMS

Item No.	Quantity*	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
AA1	2 EA	Remove Existing Catch Basin The Sum of \$ <u>One thousand and two hundred</u> Per Each	\$ <u>1,200.-</u>	\$ <u>2,400.-</u>
AA2	2 EA	Furnish and Install New Precast Concrete Catch Basin The Sum of \$ <u>Three thousand and Eight hundred</u> Per Each	\$ <u>3,800.-</u>	\$ <u>7,600.-</u>
AA3	25 LF	Furnish and Install Drainage Pipe Complete In Place, All Depths 12-Inch Diameter HDPE Drain Pipe The Sum of \$ <u>Seventy nine</u> Per Linear Foot	\$ <u>79.-</u>	\$ <u>1,975.-</u>
AA4	1 CY	Ledge/Boulder Excavation The Sum of \$ <u>One hundred and fifty</u> Per Cubic Yard	\$ <u>150.-</u>	\$ <u>150.-</u>
AA5	1 CY	Common Borrow to Replace Unsuitable The Sum of \$ <u>ten</u> Per Cubic Yard	\$ <u>10.-</u>	\$ <u>10.-</u>
AA6	3 CY	Gravel Subbase The Sum of \$ <u>twenty</u> Per Cubic Yard	\$ <u>20.-</u>	\$ <u>60.-</u>
AA7	4 TON	Bituminous Pavement The Sum of \$ <u>Two hundred and seventy five</u> Per Ton	\$ <u>275.-</u>	\$ <u>1,100.-</u>
AA8	1 SY	Loam and Seed The Sum of \$ <u>One thousand and six hundred</u> Per Square Yard	\$ <u>1600.-</u>	\$ <u>1,600</u>

* Indeterminate quantities assumed for comparison of bids. Quantities are not guaranteed. Payment will be based on actual quantities installed/constructed.

14,855

E. The undersigned agrees that, if selected as general contractor, he/she will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all, the Contract Documents as prepared by the Ayer Department of Public Works dated March 2018 have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

The time period for holding bids, where Federal approval is not required is 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

The Bid Security accompanying this Bid shall be in the amount of 5 percent of the Bid. The Bid Security shall be sealed in a separate envelope from the Bid and then attached to the envelope containing the Bid.

If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within thirty days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the General Bids, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees that the Contract Time shall commence twenty days following the Effective Date of the Agreement and that the Work will be substantially complete and completed and ready for final payment in accordance with paragraph the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. Work will be substantially complete within 60 calendar days after the date when the Contract Time commences to run provided in the General Conditions, and completed and ready for final payment within 75 calendar days after the date when the Contract Time commences to run. The undersigned further understands that delays in completion of the Work will cause the OWNER to suffer damages and incur substantial costs, and will expose the OWNER to other substantial liabilities, and that if the selected Contractor shall neglect, fail or refuse to achieve Substantial Completion or final completion of the Work within the times specified above, as such times may be extended pursuant to the provisions of the Contract Documents, the OWNER will hold the selected Contractor strictly liable for all such damages and any other damages, costs, expenses or liabilities sustained or incurred by the OWNER arising out

of such delays, as further provided in the Agreement, or for any delay in achieving any other milestones set forth in the Contract Documents in accordance with the terms of the Agreement. The undersigned accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time in the amount of \$1,000 per day after substantial completion time limits and \$1,000 per day after final completion time limits.

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the work in its entirety in the manner and under the conditions required.

The OWNER shall select the low responsive and responsible bidder based on the Base Bid and available funding.

The undersigned agrees that extra work, if any, will be performed in accordance with Article 10 of the General Conditions of the Contract and will be paid for in accordance with Article 11 of the General Conditions of the Contract.

The bidding and award of this Contract will be in accordance with M.G.L. Chapter 30, Section 39M.

The undersigned must furnish a 50 percent Payment Bond with a surety company acceptable to OWNER.

Where indicated for amounts to be shown in both words and figures, in case of discrepancy, the amount shown in words shall govern.

The following documents are attached to and made a condition of this Bid:

- (a) This Bid Form in its Entirety.
- (b) Required Bid Security.
- (c) Required Experience Statement (Section 00405) with supporting data.

CERTIFICATIONS

Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he/she will comply fully with all laws and regulations.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section Twenty-nine F of Chapter Twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

45-3537395
Social Security Number or
Federal Identification Number

Ponch Excavation LLC
Individual or Corporate Name
(Print or Type)

By: Thomas Vior
(Signature)

DRAFT

RESPECTFULLY SUBMITTED on 4-18, 2018

An Individual

By (Individual's Name) Thomas Viola (SEAL)

doing business as Ponch Excavation LLC

Business address: 3841 Washington St, Boston, MA 02131

Phone No.: _____

A Partnership

By (Firm Name) _____ (SEAL)

(General Partner) _____

Business address: _____

Phone No.: _____

A Corporation

By (Corporation Name) _____ (Corporate Seal)

(State of Incorporation) _____

By (Name and Title of Person Authorized to Sign) _____

Attest (Secretary) _____

Business address: _____

Phone No.: _____

A Joint Venture

By (Name) _____ (SEAL)

(Address) _____

Phone No.: _____

By (Name) _____ (SEAL)

(Address) _____

Phone No.: _____

By (Name) _____ (SEAL)

(Address) _____

Phone No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).



75 State Street, Suite 701
Boston, MA 02109
tel: 617-452-6000

April 26, 2018

Mr. Mark Wetzel, P.E.
Superintendent
Town of Ayer Public Works Department
25 Brook Street
Ayer, Massachusetts 01432

Subject: Letter Agreement for Professional Services Related to
Bench Scale Treatment Study - PFAS in Groundwater Supply at Well No. 8

Dear Mr. Wetzel:

CDM Smith Inc. (CDM Smith) appreciates the opportunity to submit this Letter Proposal to assist the Town of Ayer (OWNER). The work would identify the most optimal treatment approach for the removal of per- and polyfluoroalkyl substances (PFASs) in the Groundwater Supply at Well No. 8. We have presented our proposed scope of services, schedule and fee below.

Background

Several PFASs have been detected in water from supply wells 6, 7, and 8. At supply well 8, the PFOA+PFOS levels exceed the USEPA health advisory level of 70 nanograms per liter (ng/L), and the sum of all detected PFASs exceeds 360 ng/L (based on data collected on January 11, 2018). The blended (wells 6, 7, and 8) waters exiting the greensand filtration system have a total detected PFAS concentration of 117 ng/L. These data are summarized in **Table 1**.

Granular activated carbon (GAC) and ion exchange (IX) resin are the two technologies commonly employed to treat groundwater containing the PFASs shown in **Table 1**^{1,2}. Currently, there are several vendors offering GAC and IX resins for treatment of PFASs for drinking water. The effectiveness of GAC versus resin, as well as the effectiveness of a particular GAC or IX resin product, is likely to be highly dependent upon several factors including:

- Site-specific water quality and geochemistry (e.g., pH, anions, cations, dissolved organic matter);
- The specific PFASs present (e.g., long-chain hydrophobic compounds versus short-chain hydrophilic compounds); and

¹ Woodard, S.; Berry, J.; Newman, B. Ion exchange resin for PFAS removal and pilot test comparison to GAC. *Remediation* **2017**, *27*, 19-27.

² Zaggia, A.; Conte, L.; Falletti, L.; Fant, M.; Chiorboli, A. Use of strong anion exchange resins for the removal of perfluoroalkylated substances from contaminated drinking water in batch and continuous pilot plants. *Water Res.* **2016**, *91*, 137–146





Mr. Mark Wetzel, P.E.

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- The presence of treatment residuals in the water (e.g., chlorine, other oxidants).

Table 1. PFAS concentrations (in ng/L) at individual supply wells, and directly downstream of the greensand filters (sum of all 3 wells)

PFAS (ng/L)	Acronym	CAS	Carbon Chain Length	Filter Effluent	Well 6	Well 7	Well 8
Perfluorobutanesulfonic Acid	PFBS	375-73-5	4	2.11	ND	2.03	3.13
Perfluorohexanesulfonic Acid	PFHxS	355-46-4	6	11.0	5.75	8.18	29.3
Perfluoroheptanoic Acid	PFHpA	375-85-9	7	12.1	2.34	13.9	40.1
Perfluorooctanoic Acid	PFOA	335-67-1	8	9.96	6.22	10.0	20.6
Perfluorooctanesulfonic Acid	PFOS	1763-23-1	8	19.2	2.83	12.4	69.0
Perfluorobutanoic Acid	PFBA	375-22-4	4	11.1	3.72	12.2	29.5
Perfluoropentanoic Acid	PFPeA	2706-90-3	5	29.5	4.1	36.3	98.4
Perfluoropentanesulfonic Acid	PFPeS	2706-91-4	5	ND	ND	ND	2.07
Perfluorohexanoic Acid	PFHxA	307-24-4	6	21.6	3.9	23.8	71.7
TOTAL PFAS				117	29	119	364

Due to these dependencies, as well as uncertainties related to how all these factors impact treatment effectiveness and longevity, bench-scale testing is recommended to determine the optimal treatment approach for a given water stream. It is important to note that PFAS treatment, even with GAC and IX resin, is not a completely mature and understood technology. There are many unknowns that currently prohibit accurate prediction of treatment effectiveness; these are active areas of research in both academia and industry. As a result, bench scale testing serves as the most appropriate tool to aid in selecting and designing a PFAS mitigation system.

While the USEPA has established a health advisory level for PFOA and PFOS, there are no federal enforceable standards for PFAS in drinking water. Several states, including Massachusetts, have either adopted or are considering adoption of statewide standards for several of the longer-chained compounds shown in **Table 1**. However, CDM Smith recognizes that the regulatory status for PFASs remains in a state of flux, and that both the specific PFASs that are regulated as well as the required treatment levels may quickly change based upon ongoing research and studies. In addition, it is our experience that PFAS treatment goals often are driven by various stakeholders. Thus, for the proposed bench scale testing described below, treatment will be evaluated for the full suite of PFASs, including the nine compounds detected from wells 6, 7, and 8 listed in **Table 1**.



Mr. Mark Wetzel, P.E.

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Proposed Scope of Services

Task 1.1 – Bench Scale Testing Program – Water Collection

Bench-scale testing is proposed to verify the effectiveness of commercially available GAC and IX resins with respect to PFAS removal, and to serve as a design basis for selecting and sizing the groundwater treatment system. Water collected immediately downstream of the greensand filter is targeted for this testing, as removal of iron, manganese, and other particulates is required to optimize PFAS removal via GAC and IX. Specific objectives include:

1. Assess the removal of each of the PFASs shown in **Table 1** as a function of empty bed volumes for the selected GAC and IX resins;
2. Compare PFAS removal for GAC alone, IX resin alone, and combined GAC-IX resin treatment; and
3. Determine the extent to which brine regeneration extends the longevity of the IX resin.

Water Collection and Shipment

Water used for the bench scale testing will be collected immediately downstream of the greensand filter. Approximately 500 gallons of water will be required for testing. Water should be shipped in containers that are no larger than 35 gallons each, and that do not contain any Teflon. All containers will be rinsed with deionized or distilled water prior to use.

Chlorine levels and pH exiting the greensand filter will be measured at least once during sample collection. In addition, one sample will be collected for PFAS analysis and sent directly to a commercial laboratory for analysis. The 500 gallons of collected water will be shipped to CDM Smith's Environmental Research & Testing Laboratory (ERTL) located in Bellevue, WA. This water will be used for the bench-scale column testing described in the following section. Prior to initiating column testing in the laboratory, collected water will be analyzed for anions, including arsenic, alkalinity, total organic carbon, and pH. Residual chlorine levels will be maintained in the collected water during use in the bench-scale testing as needed.

The selected process at the Grove Pond WTP should be compatible with the current treatment scheme in providing the existing finished water quality, and it is important that any unintended consequences of treatment addition are identified. The potential impacts of IX on corrosion control is one example. IX process removes sulfate and add chloride, which increases the chloride to sulfate mass ratio (CSMR) in the distribution system. High CSMR values have been associated with galvanic corrosion of lead solder connected to copper pipe. The change in CSMR will be investigated, based on the existing water quality data and the anion analysis from the laboratory monitoring.

Task 1.2 – Bench Scale Testing Program – Laboratory Examination

Bench-Scale Column Testing

Bench-scale column testing will be performed to evaluate PFAS treatment using two commercially available GAC products and two commercially available IX resins. In addition, one GAC product and one IX resin will be evaluated in a sequential GAC-IX treatment train, as CDM Smith is evaluating this treatment train process as part of a Department of Defense-funded technology validation project.

The testing apparatus and methodology will be similar to that previously employed by CDM Smith. A picture of a previous GAC testing system for PFAS treatment performed by CDM Smith is provided in **Figure 1**. Due to the relatively low PFAS levels expected in the collected water, the collected water will be spiked with the PFAS compounds listed in **Table 1** to facilitate treatment assessment. A final concentration approximately 10-times greater than those observed in the “Filter Effluent” will be targeted.

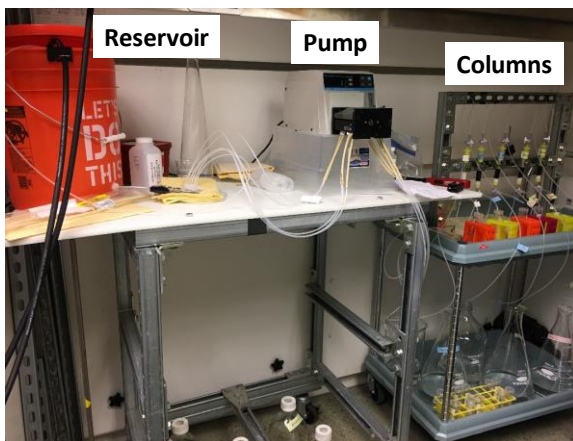


Figure 1. Previous CDM Smith experimental system used to assess PFAS treatment using GAC.

The experimental approach that will be employed to test PFAS treatment by GAC and IX resin is rapid small-scale column tests (RSSCTs). RSSCTs have been widely applied for testing the removal of trace organic contaminants by GAC using small-scale columns operated at low empty bed contact times (EBCTs). The RSSCTs, assuming constant diffusivity and negligible external mass transfer, are scaled to the GAC particle size using the following relationship³ :

$$\frac{EBCT_{SC}}{EBCT_{FS}} = \left(\frac{d_{SC}}{d_{FS}}\right)^2 \quad \text{Eq. 1}$$

where d refers to the GAC diameter, SC refers to the small-scale column, and FS refers to the full-scale system. This scaling will be applied to both the GAC and IX resins. The vendor-recommended EBCTs for PFAS treatment via GAC and IX are 10 minutes and 3 minutes, respectively. Assuming grinding is performed to attain a 5-fold reduction in particle size for GAC, and a 3-fold reduction in particle size for

³ Crittenden, J.C. et al. Predicting GAC performance with rapid small-scale column tests. *Journal AWWA* **1991**, 77-87.



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IX resin, the EBCTs used in the RSSCTs will be 0.4 and 0.33 minutes, respectively. Actual particle sizes will be determined (via sieve analysis) prior to column construction; EBCTs will be adjusted accordingly.

Glass columns (purchased from Econo-Column®) measuring 1 cm in diameter and 10 cm in length will be used to conduct the bench scale tests. All columns and column materials will be pre-rinsed with methanol and deionized water prior to use. Plastic endcaps and fittings will be placed on either end of the column. Sorbent materials (GAC or resin) will be sandwiched between glass wool and/or glass beads to limit end effects and prevent particle migration. The GAC/resin bed length will be approximately 3 cm.

The following treatments will be prepared:

1. *Control*. Glass beads will be used instead of GAC or IX resin. The control will be used to assess any PFAS losses due to sorption onto column materials or tubing.
2. *GAC1 and GAC2*. Two commercially available GAC products will be tested in separate columns.
3. *IX1 and IX2*. Two commercially available IX resins will be tested in separate columns.
4. *Sequential GAC-IX*. Two columns, in series will be used to assess sequential GAC-IX treatment. For these columns, a GAC bed length of only 1.5 cm will be used (analogous to a full-scale EBCT of 4.2 minutes), as this treatment condition considers GAC use a pretreatment step to preserve IX resin longevity.
5. *IX1 with pre-treatment for residual chlorine removal*. This treatment will be used to assess the potential impacts of residual chlorine on PFAS removal in one of the selected IX resin columns. Residual chlorine will be removed using the quenching agent (e.g., calcium thiosulfate) that would most likely be used during full-scale operation.
6. *IX1 and IX2 with brine regeneration*. Recent studies have shown that small chain-length PFASs, such as PFBA in **Table 1**, can substantially limit the overall longevity of IX resins (Zaggia et al., 2016). However, use of a brine (or ammonia salt and ammonia hydroxide) solution can regenerate the resin and greatly prolong its lifetime. ***Such regeneration could potentially extend the lifetime of the IX resin by 3 to 5 times.*** This treatment will evaluate such regeneration. The resins used in this treatment will be identical to those used in Treatment 3 above, but will NOT be grinded, and will have an EBCT of 3 minutes. A column with a 3-cm diameter will be used to accommodate the larger particle size. Here, the intent is to maintain the particle size and EBCT used for the full-scale treatment, as the validity of Eq. 1 has not been assessed for the regeneration process. To limit the bed volumes and time needed to assess these columns, an increased PFAS spike will be used to attain PFAS concentrations that are approximately 500-times greater than those in **Table 1**.



Mr. Mark Wetzel, P.E.

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With each treatment prepared in duplicate, a total of 18 columns tests will be set up as part of this bench-scale study.

After packing all the columns, the columns will be purged with CO₂ then flushed (upwards flow) with several bed volumes of deionized water. This process will limit entrapped gas space within the columns. Alternately, if the GAC and resin settle rapidly in water, the columns will be wet packed and flushed with several volumes of deionized water. After this flushing step, and after confirming sorbent bed heights within the columns, the PFAS-spiked site water will be pumped into the column at a rate of 6 and 7.2 cm³/min for the GAC and IX resin columns, respectively. Water will be pumped upwards through the columns using a peristaltic pump and tubing will be used to distribute flow into each column. Column effluents will be collected in containers to facilitate sample collection and to confirm flow rates through the column. For the sequential GAC-IX column, a sample port will be located between the GAC and IX columns to facilitate sampling.

A total of 40,000 bed volumes are targeted for the GAC and IX resin columns. For the IX regeneration, IX resin columns performed at elevated PFAS levels, 1000 bed volumes are targeted. After this initial 1000 bed volumes, regeneration will be performed (approximately 10 bed volumes), followed by another 500 bed volumes of treatment. A summary of the bench-scale design is provided in **Table 2**.

Table 2. Bench scale testing design

Parameter	Value						Unit
	Control	GAC1 & GAC2	IX1 & IX2	Sequential GAC-IX*	Chlorine Removal IX	IX1 & IX2 + Brine Regen	
Column inner diameter	1	1	1	1	1	3	cm
GAC or IX bed length	3	3	3	1.5	3	3	cm
Design flow rate	6	6	7.2	7.2	7.2	7.2	cm ³ /min
Empty bed volume	2.4	2.4	2.4	2.4	2.4	21.2	cm ³
Empty bed contact time	0.4	0.4	0.33	0.33	0.33	3	minutes
Target total bed volumes	40000	40000	40000	40000	40000	1500	bed volumes
Test duration	10.9	10.9	9.1	9.1	9.1	3.1	Days

* Values apply to the IX column.



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All PFAS analysis for the bench-scale testing will be performed by an outside laboratory for testing. A reduced data deliverable package will be requested from the laboratory. PFAS analysis will be performed on the PFAS spiking solution prior to amending the collected water samples; 1-week turnaround will be requested for these results. PFAS effluent samples will be collected 6 times over the duration of each column experiment. For the sequential GAC-IX treatment, samples will be collected between the GAC and IX columns, and at the effluent of the IX column. An influent sample also will be collected at each sampling event. For the IX regeneration treatment, and additional 3 rounds of samples will be collected following regeneration; PFAS levels in the regenerant solution also will be measured. Anion and pH also will be monitored in these columns before and after regeneration (including pH and anion levels in the regenerant solution). Flow rate will be monitored in all columns.

Waste Disposal

Column effluents will be containerized, segregated, and treated using GAC at ERTL as appropriate. The generated aqueous waste will be characterized prior to waste disposal whereas the solid waste (i.e., spent IX resin and GAC) will be disposed of offsite by a waste disposal/management subcontractor.

Reporting

Upon receipt of all analytical data from the column experiments, a brief final report will be prepared. This report will summarize the experimental methods, provide results in tabular and/or graphical form, and discuss the results with respect to PFAS treatment effectiveness. We expect this report will be submitted within 3 weeks of receipt of all analytical data.

Items to be Furnished by the Town of Ayer

The Town shall be responsible to provide the following:

- Furnish to CDM Smith any information identified in the Scope of Work above and any other available information pertinent to the project including reports and data relative to previous designs, investigations, and assessments at the project sites. Specifically, at a minimum, furnish to CDM Smith:
 - Safety Data Sheets for all chemicals presently in use at the Grove Pond treatment facility
 - Drawings of the existing Grove Pond treatment facility (*Note, CDM Smith was provided copies of the 2014 facility upgrade project drawings; however, we will require copies of the original building structural and architectural drawings to assess the new building's structural relationship to the existing building.*)
- Arrange for safe access to and make all provisions for CDM Smith to enter upon public or private property as required for CDM Smith to perform services under this Agreement.
- Directly pay for all permit application fees, if any. These fees are not included in CDM Smith's proposed budget and may be waived by various agencies given the applicant's (Town's) municipal status.



Mr. Mark Wetzel, P.E.

April 26, 2018

Page 8

- Town management and key staff attendance and involvement in project meetings and site visits is critical as it relates to providing CDM Smith data and information of Town's facilities for the benefit of the project.

Schedule

CDM Smith is available to begin work immediately upon acceptance by Ayer. Our proposed schedule is as follows:

Task 1.1 – Water Collection

- May 7 to May 11, 2018, on-site water collection and shipping of containers
- May 14 to May 18, 2018, initial analysis of raw water
- May 14, 2018, Ayer Annual Town Meeting
- Mid-May through mid-June 2018, laboratory column setup

Task 1.2 – Laboratory Examination

- Mid-June through late-June 2018, laboratory testing
- July 31, 2018, 4-week turnaround period ends for PFAS laboratory results
- August 31, 2018, results made available to Town of Ayer

For the other services under this agreement, the period of this agreement shall be four (4) months from date of Agreement authorization. The work may be extended beyond the time period to provide additional services by mutual written consent of Ayer and CDM Smith.

Compensation

For the services proposed herein, CDM Smith proposes the lump sum amount of \$134,500. Budgets for Section 1.0 are shown in the table below by task for informational purposes. We note two important items regarding compensation:

- As a result of our firm's current focus on advancing industry knowledge in PFAS removal efficiency of GAC and IX in municipal application, specifically the feasibility and competitiveness of IX regeneration, CDM Smith offers Ayer the application of \$20,000 worth of CDM Smith's Research and Development (R &D) labor toward this project as shown in the table below (total project value was \$154,500 before CDM Smith R&D offered labor credit was applied).
- To help Ayer begin work as soon as possible and to make use of currently available town funds, the project was broken into Task 1.1 for \$30,000 and Task 1.2 for the balance of the lump sum.



Mr. Mark Wetzel, P.E.
April 26, 2018
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<i>Task</i>	<i>Amount</i>
Task 1.1 – Bench Scale Testing Program, Water Collection	
Blueleaf – Containers, Water Collection Labor, and Shipping	\$7,000
CDM Smith Local Oversight	\$3,000
Initial raw water analysis and laboratory setup	\$20,000
Subtotal:	\$30,000
Task 1.2 – Bench Scale Testing Program, Lab Examination	
Bench Scale Column Testing and Examination	\$56,500
PFAS Analytical Work (outside laboratory)	\$48,000
IX1 and IX2 with brine regeneration	\$20,000
CDM Smith R&D Program Labor Contribution	(\$20,000)
Subtotal:	\$104,500
Project Total:	\$134,500

As with our other projects for the town, CDM Smith would submit monthly invoices for services rendered as a percentage of the lump sum amount in accordance with estimates of completion. If additional work is requested by Ayer during project execution, CDM Smith would propose a specific scope and budget for each task requested and receive written authorization from OWNER prior to proceeding.

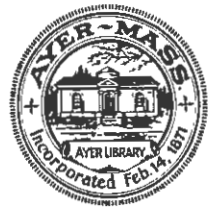
Thank you for the opportunity to provide this letter proposal and for meeting with us on April 17, to walk through the project scope, goals and objectives. Please call 617-452-6654 or email me at govelh@cdmsmith.com with any questions or comments. If this proposed scope and budget meet with your approval, we are ready to prepare such within the standard form of Agreement between the Town for Ayer and CDM Smith.

Sincerely,

Lisa H. Gove, P.E., BCEE
Associate/Client Service Leader
CDM Smith Inc.

c: Al LeBlanc, Ji Im, and Charles Schaefer CDM Smith

Office of the Ayer Board of Selectmen
Office of the Ayer Town Administrator



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | Fax 978-772-3017 | www.ayer.ma.us

MEMORANDUM

DATE: April 27, 2018

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Town Administrator's Report for the May 1, 2018 BOS Meeting

Dear Honorable Selectmen,

I am pleased to transmit the following Town Administrator's Report for the May 1, 2018 BOS meeting. If you have any questions prior to the meeting please do not hesitate to contact me directly. Thank you.

Administrative Update:

- I will offer a brief Administrative Update at the meeting covering the activities, initiatives, and projects of the Administration since the last BOS meeting on April 17, 2018.

Request for One Day Beer & Wine License – Ayer Shirley Lions Club:

- I am respectfully recommending that the BOS approve the attached one day beer & wine license for the Ayer Shirley Lions Club for Thursday, May 3, 2018 from 4pm to 8:30pm at Karen's Kitchen located at 200 West Main Street, Ayer. (See Attached).

KENO Monitor Request – Barnum Road Liquors:

- Barnum Road Liquors at 1 Barnum Road, Ayer has requested the installation of a KENO monitor from the Massachusetts State Lottery Commission. If the BOS has any objections to this monitor, it must issue them in writing within 21 days to the Lottery Commission. If there are no objections, the BOS is respectfully requested to vote to approve the request. (See Attached).

HSA Qualified Health Plans:

- Mr. Kevin Johnston, Benefits and Payroll Manager will appear before the BOS to discuss the Town offering a Health Savings Account (HSA) for qualified high deductible health plans beginning June 1, 2018. The Ayer Insurance Advisory Committee has recommended making the HSA Qualified Health Plans available for Town of Ayer employees beginning with the new plan year on June 1, 2018. At the conclusion of Mr. Johnston's brief presentation and after answering any BOS questions, we will be respectfully requesting that the BOS vote to authorize the offering of Health Savings Account (HSA) Qualified High Deductible Health Plans for June 1, 2018 and to further

authorize the Town Administrator and Benefits Payroll Manager to negotiate the terms of the HAS.
(See Attached)

BOS Policy Discussion – Recreational Marijuana

- The Administration is seeking further policy direction with respect to the ongoing issue(s) of recreational marijuana. Please see the attached memo from the Assistant to the Town Administrator and supporting materials to guide that discussion at the meeting. (See Attached).

Thank you.

Attachment(s)

Ayer Shirley Lions club

c/o Calvin Moore

39 Main St.

Ayer MA 01432

RECEIVED

APR 25 2018

TOWN OF AYER
SELECTMEN'S OFFICE

The Ayer Shirley Lion's Club is requesting a one day ^{Beer & Wine} liquor license for
our annual spaghetti dinner held at Karen's Kitchen 200 West Main St
Thursday, May 3rd. 4pm - 8:30 pm

The bartender is TIPS certified.

Thank You,



Calvin Moore



Massachusetts State Lottery Commission

DEBORAH B. GOLDBERG
Treasurer and Receiver General

MICHAEL R. SWEENEY
Executive Director

RECEIVED
APR 26 2018

TOWN OF AYER
SELECTMEN'S OFFICE

April 24, 2018

Ayer Board of Selectmen
22 Fitchburg Road
Ayer, MA 01432

Dear Sir/Madam:

The Massachusetts State Lottery is offering a KENO monitor to existing KENO To Go agent/s in your city/town, to display the game at their location. In accordance with M.G.L. c 10, section 27A, as amended, you are hereby notified of the Lottery's intent to install a monitor at the following location/s in your community:

Barnum Road Liquors
1 Barnum Rd.
Ayer

If you object to these agent(s) receiving a monitor, you must do so, in writing, within twenty-one (21) days of receipt of this letter. Please address your written objection to Carol-Ann Fraser, General Counsel, Legal Department, Massachusetts State Lottery Commission, 60 Columbian Street, Braintree, MA 02184. Should you have any questions regarding this program or any other issues relative to the Lottery, please call me at 781-849-5555. I look forward to working with you as the Lottery continues its' efforts to support the 351 cities and towns of the Commonwealth.

Sincerely,

Michael R. Sweeney
Executive Director

7001 2510 0004 3227 9122



Supporting the 351 Cities and Towns of Massachusetts

Town of Ayer

Benefits and Payroll Department



1 Main Street – Ayer, Massachusetts - 01432
Kevin A. Johnston, Benefits and Payroll Manager

Tel: (978) 772-8248
Fax: (978) 772-3017

Memorandum

Date: April 26, 2018

To: Mr. Robert Pontbriand
Town Administrator

From: ^{HAS} Kevin A. Johnston, Benefits and Payroll Manager

Subject: HSA Qualified Health Plans

Minuteman Nashoba Health Group is offering Health Savings Account (HSA) Qualified High Deductible Health Plans for the first time beginning June 1, 2018.

Highlights of the HSA Qualified Plans are:

- These are consumer driven health care plans
- Paired with a Health Savings Account (HSA)
- The same provider network as the HMO
- All services are subject to the deductible
 - Exception for preventive care and some prescriptions are covered 100%
- Monthly premiums are less than the HMO plans

The Insurance Advisory Committee has recommended making the HSA Qualified Health Plans available for Town of Ayer employees beginning with the new plan year on June 1, 2018.

A copy of the FY 2019 monthly rates for the HSA Qualified Plans and a copy of the Plan Benefit Comparison are attached.

I am available to answer any questions about the HSA Qualified Health Plans.

Thank you.

Enclosures

MINUTEMAN NASHOBA HEALTH GROUP

FY19 APPROVED HEALTH PLAN FUNDING RATES

HEALTH PLAN	FY18 Rates		FY19 Rates		Percent Increase
	Individual	Family	Individual	Family	
Tufts HMO	\$ 776.00	\$ 2,108.00	\$ 815.00	\$ 2,213.00	5.0%
Tufts POS	\$ 2,144.00	\$ 5,657.00	\$ 2,316.00	\$ 6,110.00	8.0%
Harvard Pilgrim HMO	\$ 797.00	\$ 2,095.00	\$ 861.00	\$ 2,263.00	8.0%
Harvard Pilgrim PPO*	\$ 1,819.00	\$ 4,804.00	\$ 1,965.00	\$ 5,188.00	8.0%
Fallon SelectCare HMO	\$ 586.00	\$ 1,565.00	\$ 642.00	\$ 1,714.00	9.5%
Fallon DirectCare HMO	\$ 545.00	\$ 1,458.00	\$ 597.00	\$ 1,597.00	9.5%

HSA-Qualified Plans (1st Year)

	FY19 HSAQ Rates	
	Individual	Family
Tufts HMO HSAQ	\$ 668.00	\$ 1,815.00
Harvard Pilgrim HMO HSAQ	\$ 680.00	\$ 1,788.00
Fallon SelectCare HMO HSAQ	\$ 526.00	\$ 1,405.00
Fallon DirectCare HMO HSAQ	\$ 490.00	\$ 1,310.00

MINUTEMAN NASHOBA HEALTH GROUP (MNHG)

IMPORTANT - PLEASE READ

The attached benefit comparison chart is a high level overview of the plans offered by MNHG.

The plan documents available to registered users on the carrier websites are the documents that describe full and complete plan details.

The carrier documents are the only documents that coverage is based on.

Should you have a question about specific coverage, you will need to contact the Member Service number on your ID card for detail or visit the carrier website.

MNHG Health Plan Benefit Comparison
HSA-Qualified Health Plans - June 1, 2018 to May 31, 2019

Effective 06-01-2018

Changes and/or clarifications in red font

BENEFIT	TUFTS HEALTH PLAN	FALLON COMMUNITY HEALTH PLAN	HARVARD PILGRIM HEALTH CARE
	ADVANTAGE HMO	SELECTCARE & DIRECT CARE HMO PLANS* (see footnote)	HMO
Deductible applies to all services (except preventative services described under the ACA) until it is satisfied. After that, only prescription co-pays will apply. Per plan year (June 1 to May 31) - See plan document for full details	\$2,000 per individual \$4,000 per family	\$2,000 per individual \$4,000 per family	\$2,000 per individual \$4,000 per family
Out-of-Pocket (DOP) Maximum - Once your out-of-pocket expenses for applicable services reaches this amount, you pay \$0 for the remainder of plan year.	Combined Medical & Prescription \$6,550 Individual \$13,100 Family	Combined Medical & Prescription \$6,550 Individual \$13,100 Family	Combined Medical & Prescription \$6,550 Individual \$13,100 Family
Lifetime Benefit Maximum	None	None	None
INPATIENT	YOU PAY	YOU PAY	YOU PAY
General Hospital/Mental Hospital/Substance Abuse Facility (semi-private room and board and special services) - Deductible Applies	Deductible, then CIP*	Deductible, then CIP*	Deductible, then CIP*
Physician Services	Deductible, then CIP*	Deductible, then CIP*	Deductible, then CIP*
Skilled Nursing Facility - Deductible Applies	Deductible, then CIP* up to 100 days per plan year benefit maximum, when medically necessary	Deductible, then CIP* up to 100 days per plan year benefit maximum, when medically necessary	Deductible, then CIP* up to 100 days per plan year benefit maximum, when medically necessary
Rehabilitation Hospital - Deductible Applies	Deductible, then CIP* up to 100 days per plan year benefit maximum, when medically necessary	Deductible, then CIP* up to 100 days per plan year benefit maximum, when medically necessary	Deductible, then CIP* up to 60 days per plan year benefit maximum, when medically necessary
OUTPATIENT	YOU PAY	YOU PAY	YOU PAY
Emergency Room Visits for Emergency or Accident Care - Deductible Applies	Deductible, then CIP*	Deductible, then CIP*	Deductible, then CIP*
Emergency Room Visits for Medical Care - Deductible Applies	Deductible, then CIP*	Deductible, then CIP*	Deductible, then CIP*
Surgery - Deductible Applies	Deductible, then CIP*	Deductible, then CIP*	Deductible, then CIP*
Radiation and Chemotherapy Deductible Applies	Deductible, then CIP*	Deductible, then CIP*	Deductible, then CIP*
Diagnostic X-ray and Lab - Deductible Applies	Deductible, then CIP*	Deductible, then CIP*	Deductible, then CIP*
Routine Colonoscopy (without surgery)	\$0 copay	\$0 copay	\$0 copay
High Cost Radiology (MRI, CT & PET) - Deductible Applies	Deductible, then CIP*	Deductible, then CIP*	Deductible, then CIP*

MNHG Health Plan Benefit Comparison
HSA-Qualified Health Plans - June 1, 2018 to May 31, 2019

Effective 06-01-2018

Changes and/or clarifications in red font

BENEFIT	TUFTS HEALTH PLAN	FALLON COMMUNITY HEALTH PLAN	HARVARD PILGRIM HEALTH CARE
	ADVANTAGE WWO	SELECT CARE & DIRECT CARE HMO PLUS SM per license	HMO
OUTPATIENT	YOU PAY	YOU PAY	YOU PAY
Hemodialysis - Deductible Applies	Deductible, then CIP*	Deductible, then CIP*	Deductible, then CIP*
Physical Therapy	Deductible, then CIP, 30 visit limit per plan year.	Deductible, then CIP, 60 visit limit per plan year.	Deductible, then CIP, 30 visit limit per plan year.
Visiting Nurse Home Health Care - Deductible applies where noted	Covered in full (after the deductible has been met)	Deductible, then CIP	Covered in full (after the deductible has been met)
Dental Benefit	No coverage	Deductible, then: \$10 copay for exam, cleaning, x-rays every 6 months. Variable copays for minor restorative (fillings). 25 - 50% discount available for sealants, crowns and inlays, bridges, root canals, gingivectomies and dentures. <i>Must use participating dentists.</i>	No coverage
PHYSICIAN'S OFFICE	YOU PAY	YOU PAY	YOU PAY
Surgey	Deductible, then CIP*	Deductible, then CIP*	Deductible, then CIP*
Adult Preventative Exam (includes preventative lab tests as defined by ACA)	CIP*	CIP*	CIP*
PCP Medical Care/ Mental Health Care/ Substance Abuse Care	Deductible, then CIP*	Deductible, then CIP*	Deductible, then CIP*
Well Child Care (includes preventative lab tests)	CIP*	\$0 copay (including routine physical exams, immunizations, annual eye exams, school, camp, sports)	\$0 copay (including routine physical exams, immunizations, school, camp, sports)
Routine GYN Exam (one per calendar year, includes preventative lab tests)	CIP*	CIP*	CIP*
Routine Mammogram	CIP*	CIP*	CIP*
Routine Vision Exam	Deductible, then CIP* (one exam per year)	Deductible, then CIP* (one exam per calendar year)	Deductible, then CIP* (one exam per year)
Routine Maternity Care Office Visits	Prenatal and Postpartum care covered in full	Prenatal: \$20 copay first visit only; Postnatal: \$20 copay per visit	\$20 copay (initial copay only)
Specialist Office Visit	Deductible, then CIP*	Deductible, then CIP*	Deductible, then CIP*
OTHER OUTPATIENT	YOU PAY	YOU PAY	YOU PAY
Durable Medical Equipment - Deductible applies where noted	Covered in full (after the deductible has been met)	Deductible, then CIP	Covered in full (after the deductible has been met)
Ambulance	Deductible, then CIP*	Deductible, then CIP*	Deductible, then CIP*
Routine Pediatric Dental	Children under age 12: Periodic oral exam, cleaning, fluoride, bitewing x-rays; once every 6 mos. Must choose a dentist from directory	Deductible, then: \$10 copay for exam, cleaning, x-rays every 6 months. Variable copays for minor restorative (fillings). 25 - 50% discount available for sealants, crowns and inlays, bridges, root canals, gingivectomies and dentures. <i>Must use participating dentists.</i>	Covered in full: Preventive care for children under age 12 2 visits per member per calendar year including exam, cleaning, x-rays, & fluoride treatment.
Chiropractor Visits - Deductible applies where noted	Deductible, then CIP*, 12 visit limit per plan year	Deductible, then CIP*, 12 visit limit per plan year	No coverage

MNHG Health Plan Benefit Comparison
HSA-Qualified Health Plans - June 1, 2018 to May 31, 2019

Effective 06-01-2018
 changes and/or clarifications in
 red font

	TUFTS HEALTH PLAN	FALLON COMMUNITY HEALTH PLAN	HARVARD PILGRIM HEALTH CARE
	ADVANTAGE HMO	SELECTCARE & DIRECTCARE HMO PLANS (see below)	HMO
BENEFIT			
Prescription Drugs - Deductible, then copays apply. See carrier lists of preventive drugs, which are not deductible applicable - member pays copays immediately.	Retail (30 day supply) Tier 1: \$10.00 copay Tier 2: \$30.00 copay Tier 3: \$65.00 copay Mail Order: (90 day supply) Tier 1: \$25.00 copay Tier 2: \$75.00 copay Tier 3: \$165.00 copay	Retail (30 day supply) Tier 1: \$10.00 copay Tier 2: \$30.00 copay Tier 3: \$65.00 copay Mail Order: (90 day supply) Tier 1: \$25.00 copay Tier 2: \$75.00 copay Tier 3: \$165.00 copay	Retail (30 day supply) Tier 1: \$10.00 copay Tier 2: \$30.00 copay Tier 3: \$65.00 copay Mail Order: (90 day supply) Tier 1: \$25.00 copay Tier 2: \$75.00 copay Tier 3: \$165.00 copay
Fitness & Wellness Benefits	Fitness reimbursement up to \$150 per subscriber at a Fitness club or facility per plan year. Eligible after 4 consecutive months of membership with both THP and the qualifying health and fitness club. The reimbursement criteria will be expanded to include organized group exercise classes. Classes must be provided within a studio or fitness facility. This expansion excludes dance classes, and any classes received in a home or resident setting. Discounts also available at participating health clubs. See plan materials for details.	SELECTCARE - \$200 - Individual / \$400 Family - Reimbursement for Gyms, School and Town Sports to name a few. DIRECTCARE - \$250 - Individual / \$500 Family - Reimbursement for Gyms, School and Town Sports to name a few. WELLNESS - The Healthy Health Plan - An online wellness program that rewards subscribers and their covered spouses for being, and becoming, healthy. Members simply visit fallonhealth.org/healthyhealthplan , fill out the health assessment, and if eligible, they will receive up to \$100. Members that need a little help getting healthier may participate in a customized health plan that includes interactive health tools, health coaching and more. Members that are already in excellent health also have access to the same tools to assist them in staying healthy.	Up to \$150 reimbursement per calendar year. Must be an active member of HPHC for at least 4 months and a member of any qualified health & fitness club for 4 consecutive months.
*After Deductible			
*FCHP SELECTCARE AND DIRECTCARE PROVIDER NETWORKS - SEE BELOW			
<p>Select Care is an expansive network that includes physician practices, community-based hospitals and medical facilities across Massachusetts and southern New Hampshire. Select Care offers greater choice at a competitive price. The Select Care service area includes all of Berkshire, Bristol, Essex, Franklin, Hampshire, Hampshire, Middlesex, Norfolk, Plymouth, Suffolk and Worcester counties. With more than 35,000 providers, Select Care means more options and choices for you and your family.</p> <p>Direct Care is a limited provider network, including premier provider groups and community hospitals offering high-quality care at an affordable premium. These providers are chosen for their medical excellence, patient access and innovation. There are more than 22,000 participating providers in the Direct Care network.</p> <p>As a Direct Care member, if you ever should need a second opinion or the specialized expertise of Boston research and teaching hospitals, Fallon Direct Care offers access through our exclusive Peace of Mind Program™.</p>			
<p><small>These pages summarize benefits of the plan(s). The Subscriber Certificate(s) & applicable riders define the terms & conditions of these benefits in greater detail. Should any questions arise, the certificate(s) & riders will govern.</small></p>			

Office of the Ayer Board of Selectmen
Office of the Ayer Town Administrator



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | Fax 978-772-3017 | www.ayer.ma.us


Memorandum

To: Ayer Board of Selectmen
Robert A. Pontbriand, Town Administrator

From: Carly Antonellis, Assistant to the Town Administrator

Date: April 27, 2018

Re: Recreational Marijuana Update



Greetings!

Please review the attached "Guidance for Municipalities" recently issued by the Cannabis Control Commission. You'll notice that there are several Types of Marijuana Establishments. All marijuana establishments are required to enter into host community agreements with the municipality in which they are located. As you are aware, the Town has limited the number of retail licenses to one, however, we need to address limits, if any, on other types of establishments. Robert and I have begun to have those conversations with the Town's internal Land Use Team, as well as Town Counsel. This is something that will need to be done by Bylaw, so I'm including this in your packet, so that you can begin thinking about other limitations the Town may want to enact.

Guidance for Municipalities

The following guidance is provided to assist applicants seeking to be licensed as a Marijuana Establishment under 935 CMR 500.000, which establishes the regulatory requirements for adult use marijuana in the Commonwealth. This guidance is not legal advice. If you have questions regarding the legal requirements for licensure in the Commonwealth, you are encouraged to consult an attorney.

Notice: This Guidance document only pertains to marijuana for adult use and does not provide guidance on the medical use of marijuana program regulated by the Department of Public Health or the hemp program to be regulated by the Massachusetts Department of Agricultural Resources. The Medical Use of Marijuana Program will be transferring to the Cannabis Control Commission on or before December 31, 2018.

Timeline for Implementation of Marijuana for Adult Use

November 8, 2016	Question 4 Passed
July 28, 2017	Governor Signs Chapter 55 of the Acts of 2017
August 1, 2017	Appointment of Cannabis Advisory Board
September 1, 2017	Appointment of Cannabis Control Commission
December 22, 2017	Announcement of Draft Regulations
February 5-15, 2018	Public Hearings
February 15, 2018	End of Public Comment Period
March 7, 2018	Final Regulations Approved
March 23, 2018	Final Regulations Published in the Massachusetts Register
April 2, 2018	Priority Certification Begins
April 17, 2018	Begin Accepting Priority Applications
May 1, 2018	Begin Accepting Applications for Cultivation, Microbusiness, Craft Cooperatives, Independent Testing Labs, and Lab Agents
June 1, 2018	Begin Accepting Applications for Retail, Product Manufacturers, and Transport

Background on 2016 & 2017 Laws on Marijuana for Adult Use in Massachusetts

On November 8, 2016, Massachusetts voters voted 53% in favor of a ballot initiative known as “Question 4” authorizing the limited adult use of marijuana and the licensing of marijuana establishments, amongst other things. The ballot initiative became Chapter 334 of the Acts of 2016 and created the “Regulation and Taxation of Marijuana Act, G.L. c.94G (“2016 Marijuana Act”).

In December 2016, the Massachusetts Legislature passed Chapter 351 of the Acts of 2016. Chapter 351 accomplished a number of things. First, it exempted the cultivation of marijuana from the agricultural exemption in the Zoning Act, G.L. c.40A §3, therefore retaining local control over the placement of marijuana establishments. It also delayed the deadlines set in Chapter 334 for six months to allow the Legislature time to amend Chapter 334 (the timeline above reflects the delayed dates). It also required the Department of Public Health to enter into an agreement with a research entity to conduct a comprehensive

baseline study of marijuana use in the commonwealth. DPH is required to submit a report of its findings not later than July 1, 2018.

On July 19, 2017, the Massachusetts Legislature passed a bill (H.3818) to amend Chapter 334 and the law it created, G.L. c.94G, as well as create additional laws relating to adult and medical use of marijuana. The bill became Chapter 55 of the Acts of 2017 (“2017 Marijuana Act”) and was signed by the Governor on July 28, 2017. The 2017 Act built upon the foundation of the 2016 Act, creating a five-person Cannabis Control Commission, a twenty-five person Cannabis Advisory Board, as well as a hemp program to be run by the Department of Agricultural Resources. It also placed limits and restrictions on municipal control over the siting of marijuana establishments that will be discussed in this Guidance. The deadlines created by the Legislature in December 2016 remained unchanged.

In October 2017, the newly-formed Cannabis Control Commission held listening sessions throughout the Commonwealth. The Cannabis Advisory Board was also convened in October 2017 and broke into four subcommittees: Public Safety, Public Health, Market Participation and Marijuana Industry, which issued recommendations to the Commission regarding proposed regulations on December 5, 2017.

On December 21, 2017, the Cannabis Control Commission approved draft regulations. Public hearings were held throughout the Commonwealth and written comments were accepted through February 15, 2018. On March 7, 2018, the Commission promulgated final regulations at 935 CMR 500. It is anticipated that the regulations will be published in the Register on March 23, 2018.

Helpful Links

Chapter 334 of the Acts of 2016

<https://malegislature.gov/Laws/SessionLaws/Acts/2016/Chapter334>

Chapter 351 of the Acts of 2016

<https://malegislature.gov/Laws/SessionLaws/Acts/2016/Chapter351>

Chapter 55 of the Acts of 2017

<https://malegislature.gov/Laws/SessionLaws/Acts/2017/Chapter55>

Chapter 94G of the General Laws

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXV/Chapter94g>

Bill H.4284

<https://malegislature.gov/Bills/190/H4284>

Final Regulations

<https://masscannabiscontrol.com/wp-content/uploads/2018/03/Reposted-031218-CCC-Final-Regulations-with-disclaimer.pdf>

Cannabis Control Commission website
<https://masscannabiscontrol.com>

Definitions:

Terms used in this Guidance, such as “marijuana,” “marijuana products” and many others are defined in the Regulations, 935 CMR 500.000. Please refer to the Regulations (link provided above) if you have any questions regarding the meaning of a particular term.

Types of Marijuana Establishments

The Marijuana Acts and the draft regulations create different kinds of marijuana establishments. Unlike a registered marijuana dispensary (RMD) (also known as a “medical marijuana treatment center”), which is required to cultivate, process and retail its own marijuana and marijuana products for medical use, an adult use marijuana establishment may opt only to participate in a particular part of the industry, such as cultivation.

All marijuana establishments are subject to strict, comprehensive state regulations and inspections by Commission agents. All marijuana establishments are required to enter into host community agreements with the municipality in which they are located (there is more detail on host community agreements below). Only marijuana retailers are subject to the local marijuana tax created under the 2017 Act. One business may hold three licenses in each category, with certain exceptions.

Marijuana Cultivators

A Marijuana Cultivator may cultivate, process and package marijuana, to transfer and deliver marijuana products to marijuana establishments, but not to consumers. A Craft Marijuana Cooperative, which will be discussed in further detail below, is a type of Marijuana Cultivator. Cultivators may select what tier they will be in, which will affect their application and licensing fees. The following options are available, but no licensee may have a total canopy of more than 100,000 square feet.

Canopy means an area to be calculated in square feet and measured using clearly identifiable boundaries of all areas(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries, canopy may be noncontiguous, but each unique area included in the total canopy calculations shall be separated by an identifiable boundary which include, but are not limited to: interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedge rows, fencing, garden beds, or garden plots. If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

Tiers of Marijuana Cultivator

Each licensee (except a craft marijuana cooperative) may have 3 licenses, but the total canopy authorized by the licenses added together may not exceed 100,000 square feet.

Tier 1	up to 5,000 square feet	Tier 7	50,001 to 60,000 sq. ft.
Tier 2	5,001 to 10,000 sq. ft.	Tier 8	60,001 to 70,000 sq. ft.
Tier 3	10,001 to 20,000 sq. ft.	Tier 9	70,001 to 80,000 sq. ft.
Tier 4	20,001 to 30,000 sq. ft.	Tier 10	80,001 to 90,000 sq. ft.
Tier 5	30,001 to 40,000 sq. ft.	Tier 11	90,001 to 100,000 sq. ft.
Tier 6	40,001 to 50,000 sq. ft.		

Tier Management

Expansion: A Marijuana Cultivator may submit an application to change the tier in which it is classified. A Marijuana Cultivator may change tiers to either expand or reduce production. If a Marijuana Cultivator is applying to expand production, it must demonstrate that while cultivating at the top of its production tier, it has sold 85% of its product consistently over the six months preceding the application for expanded production.

Relegation: At the time of license renewal process for Marijuana Cultivators, the Commission will review the records of the Marijuana Cultivator during the six months prior to the application for renewal. The Commission may reduce the licensee's maximum canopy to a lower tier if the licensee sold less than 70% of what it produced.

Craft Marijuana Cooperative

A Craft Marijuana Cooperative is a type of Marijuana Cultivator which may cultivate, obtain, manufacture, process, package and brand marijuana and marijuana products to deliver marijuana to Marijuana Establishments, but not to consumers, and must consist of:

- Massachusetts residents who have formed a limited liability company, limited liability partnership, or a cooperative corporation;
- A business may only have one Craft Marijuana Cooperative license;
- Members of a Craft Marijuana Cooperative may not have a controlling interest in any other marijuana establishment;
- A Craft Marijuana Cooperative is not limited to a particular number of cultivation locations, but is limited to a total canopy of 100,000 square feet and 3 locations for activities authorized for marijuana product manufacturers;
- One member of the Craft Marijuana Cooperative must have filed a Schedule F tax form (reporting farm income) in the past five years.
- The Craft Marijuana Cooperative must operate according to the seven cooperative principles published by the International Cooperative Alliance in 1995.

Marijuana Product Manufacturer

A Marijuana Product Manufacturer is an entity authorized to obtain, manufacture, process and package marijuana and marijuana products, to deliver marijuana and marijuana products to Marijuana

Establishments and to transfer marijuana and marijuana products to other Marijuana Establishments, but not to consumers.

Marijuana Retailer

A Marijuana Retailer is an entity authorized to purchase and deliver marijuana and marijuana products from Marijuana Establishments and to sell or otherwise transfer marijuana and marijuana products to Marijuana Establishments and to consumers.

Please note that similar to marijuana for medical use, edible marijuana products for adult use shall not be considered food and therefore Marijuana Retailers would not be subject to inspection by local Boards of Health under 105 CMR 590 unless local regulations requiring such inspections are promulgated.

A Marijuana Retailer provides a retail location which may be accessed by consumers 21 years of age or older or, if the retailer is co-located with a RMD by individuals who are registered qualifying patients with the Medical Use of Marijuana Program with a registration card.

Marijuana Transporter

A Marijuana Transporter is an entity that may only transport marijuana or marijuana products when such transportation is not already authorized under a Marijuana Establishment license if it is licensed as a Marijuana Transporter:

- **Third Party Transporter:** An entity registered to do business in Massachusetts that does not hold another Marijuana Establishment license pursuant to 935 CMR 500.050 and is not registered as a registered marijuana dispensary pursuant to 105 CMR 725.000.
- **Existing Licensee Transporter:** A Marijuana Establishment that wishes to contract with other marijuana establishments to transport their marijuana and marijuana products to other marijuana establishments.

Marijuana Research Facility

A Marijuana Research Facility is an academic institution, non-profit corporation or domestic corporation or entity authorized to do business in the Commonwealth of Massachusetts. A Marijuana Research Facility may cultivate, purchase or otherwise acquire marijuana for the purpose of conducting research regarding marijuana and marijuana products. Any research involving humans must be authorized by an Institutional Review Board. A Marijuana Research Facility may not sell marijuana it has cultivated.

Laboratories

Independent Testing Laboratory:

An Independent Testing Laboratory is an entity that does not hold any other type of marijuana establishment license and is properly accredited to perform tests in compliance with the stringent requirements of the Department of Public Health protocols for testing marijuana and marijuana products.

Standards Testing Laboratory:

A Standards Testing Laboratory is an entity that would otherwise qualify to be an Independent Testing

Laboratory but instead performs blind tests to verify the results of an Independent Testing Laboratory at the request of the Commission.

Microbusiness

A Microbusiness is a co-located Tier 1 Marijuana Cultivator, and/or Marijuana Product Manufacturer limited to purchase 2,000 pounds of marijuana from other Marijuana Establishments in one year.

A Microbusiness licensee shall not have an ownership stake in any other Marijuana Establishment and a majority of its executives or members must have been residents of Massachusetts for no less than 12 months prior to application is eligible to apply for a Microbusiness license.

Application fees and license fees for Marijuana Microbusinesses shall be set at 50% of the combined sum of the application fees and license fees for cultivation and/or, manufacturing.

Social Consumption & Delivery

Regulations regarding licenses for social consumption and delivery to consumers have been delayed for further study. The Commission anticipates drafting regulations regarding licenses for this category in February 2019. In the meantime, municipalities wishing to authorize social consumption in their community must follow the ballot process established in G.L. c.94G §3(b) for the election in November 2018.

Please note that legislation has been filed to clarify the ballot process (Bill H.4284, which may be reviewed at <https://malegislature.gov/Bills/190/H4284>) and this guidance will be updated if the legislation is enacted.

Role of Cannabis Control Commission

The Commission is required to promulgate statewide regulations addressing: public health issues such as products, labeling, advertising and potency; industry issues such as cultivation, distribution, transportation and seed-to-sale tracking; and market participation for communities including women, minority, and veteran-owned businesses, as well as growing cooperatives.

The Commission will also review applications from candidates for licenses, determine which applicants may be awarded licenses, deny an application or limit, condition, restrict, revoke or suspend a license, establish a registration process, based on finding of suitability or approval of licensure, check the backgrounds of individuals associated with applicants or licensees. The Commission may inspect marijuana establishments, seize and remove from the premises of a marijuana establishment and impound any marijuana, equipment, supplies, documents and records obtained or possessed in violation of the law for the purpose of examination and inspection, inspect all papers, books and records of close associates of a licensee whom the Commission suspects is involved in the financing, operation or management of the licensee, impose fees and fines, and conduct adjudicatory proceedings.

The Commission may also refer cases for criminal prosecution to the appropriate federal, state or local authorities, monitor any federal activity regarding marijuana, adopt, amend or repeal regulations for the

implementation, administration and enforcement of the law, and may prepare, publish and distribute studies, reports, bulletins and other materials.

Municipal Role in Commission Licensing Process

The Commission is required by law to engage in a licensing process for marijuana establishments. During the application process, applicants will be required to demonstrate that they have held a community outreach meeting within the past six months and that they have executed a Host Community Agreement with the municipality. Once the application is complete, the municipality will be notified and given an opportunity to confirm and that the proposed location is compliant with bylaws or ordinances at the time the application was completed.

Licensing Process: Community Outreach Meeting

The applicant will need to submit documentation of a community outreach meeting, which must occur within six months of filing its application, including:

- **Notice**
 - Must contain the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, that was published in a newspaper of general circulation in the city or town at least seven calendar days prior to the hearing;
 - a copy of the meeting notice must be filed with the town or city clerk, the planning board, the contracting authority for the municipality, and local licensing authority for adult use of marijuana (if applicable); and
 - a copy of the meeting mailed to abutters and other parties of interest identified in the regulations;
- **Information Discussed:** information presented at the community outreach hearing, which must include:
 - the type(s) of Marijuana Establishment to be located at the proposed address;
 - information adequate to demonstrate that the location will be maintained securely; steps to be taken by the Marijuana Establishment to prevent diversion to minors;
 - a plan by the Marijuana Establishment to positively impact the community; and
 - information adequate to demonstrate that the location will not constitute a nuisance.
- **Q & A:** community members must be permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Licensing Process: Host Community Agreement

Documentation in the form of a single-page certification signed by the contracting authorities for the municipality and the applicant evidencing that the applicant for licensure and host municipality have executed a host community agreement.

Licensing Process: Municipal Notification & Permitting

Notice: Once the Commission determines an application is complete, it is required to notify a municipality that it has received a completed application for a marijuana establishment in the municipality.

Sixty Day Deadline: The municipality has sixty (60) days from receipt of the application to notify the Commission that the applicant is not in compliance with local ordinances or bylaws. If communication from the municipality is not received within 60 days, the applicant will be deemed to be compliant with all applicable local ordinances and bylaws.

Local Permits: Please note that if a local ordinance or bylaw requires local permitting or licensing, the applicant does not need to have the permitting or licensing granted at the time of the notice to a municipality. Instead, the Commission simply needs to know whether such permitting or licensing is available for that particular location.

Provisional License: Similar to the process with registered marijuana dispensaries, when it completes the application process, including the municipal notification, an applicant will initially receive a provisional license. If a provisional license is issued and the applicant does not yet have local permits or licenses, it may seek the necessary local permits or licenses prior to requesting a final license from the Commission.

Final License: A final license may be issued by the Commission once the applicant has passed all the necessary inspections to receive a final license, including a demonstration that all necessary local permits and licenses have been granted.

Local Licensing: A municipality may also implement its own licensing process, as long as it does not conflict with the state laws and regulations governing marijuana establishments.

Role of Municipalities Regarding Adult Use of Marijuana

The Marijuana Acts both authorize and limit the way in which municipalities can control marijuana establishments in their communities. It also protects any restrictions or limitations a municipality may have imposed as of July 1, 2017 on the operation of RMDs, marijuana establishments or both, pursuant to the 2012 law authorizing medical use of marijuana (Chapter 369 of the Acts of 2012) or the 2016 Act. Below is a brief overview of provisions relating to municipal control. Any decision to implement local controls on marijuana should be made in consultation with a municipality's attorney.

Host Community Agreements

Under state law, marijuana establishments and RMDs are required to execute Host Community Agreements with the municipalities in which they operate. The agreement must stipulate the responsibilities of the community and the marijuana establishment or RMDs.

The agreement may include a community impact fee of up to 3% of gross sales to be paid to the host community, as long as the fee is reasonably related to real costs imposed on the municipality due to the establishment or RMD operating there. The agreement may not be effective for longer than five years. Please note that any cost to a city or town imposed by the operation of a marijuana establishment or RMD must be documented and considered a public record under Massachusetts public records laws, G.L. c.4 §7 cl. 26 and G.L. c.66 §10.

The Commission encourages municipalities to carefully consider the impact of the particular marijuana establishment proposed for a community, as well as benefits it may bring in local revenue and employment, when negotiating a host community agreement.

There is legislation pending to protect host community agreements executed on or before July 1, 2017 malegislature.gov/Bills/190/H4284. The same legislation requires municipalities receiving community impact fee payments to establish a separate account into which fee payments must be deposited.

Local Control: Taxes

A municipality that accepts the local sales tax option may collect a 3% tax on sales of marijuana by a marijuana retailer to a consumer. The tax will be collected with other sales tax and distributed to municipalities at least four times per year. Please note that there is legislation pending - malegislature.gov/Bills/190/H4284 - that would remove “marijuana products intended for consumption as defined in G.L. c.94G” from the exemption from sales tax for food products for human consumption in G.L. c.64H §6.

Local Control: Bylaws & Ordinances

The law allows, but does not require, municipalities to pass bylaws and ordinances governing the “time, place, and manner” of marijuana establishments (cultivators, retailers, manufacturers, testing labs, and any other licensed marijuana-related businesses) as well as businesses dealing with marijuana accessories. Such bylaws and ordinances may not be “unreasonably impracticable.”

Under the definition in the law, this means that the local laws cannot be so difficult to comply with that they would subject licensees to unreasonable risk, or require such a high investment of risk, money, time or any other resource or asset, that a reasonably prudent businessperson would not operate a marijuana establishment.

Alternatively, a municipality may determine a proposed marijuana-related use falls under an existing use authorized by its bylaws or ordinances. For the purpose of understanding how to respond to a notification from the Commission that an application has been deemed to be complete, the Commission provides the following interpretation of the limits of local control.

Local Control: Conversion from Medical Use to Adult Use

Zoning bylaws or ordinances are not permitted to operate to prevent the conversion of an RMD registered not later than July 1, 2017 that is engaged in the cultivation, manufacture or sale of marijuana or marijuana products to a marijuana establishment for adult use engaged in the same type of activity. The Commission interprets conversion to include not only replacing the operation of a registered marijuana dispensary entirely with the operation of a marijuana establishment, but also to address adding marijuana establishment operations to the operations of a RMD.

There is legislation pending - malegislature.gov/Bills/190/H4284 - that clarifies this interpretation. A registered marijuana dispensary that has received its provisional or final registration no later than July 1, 2017 is grandfathered against zoning bylaws or ordinances that would prevent it from conducting the

same type of activities for adult use of marijuana that it is engaged in for medical use of marijuana. For a discussion on bans or limiting the number of marijuana establishments through a general bylaw or ordinance, please see the next page.

Local Control: Moratoria

A Moratorium of a Reasonable Length of Time is Permitted. Although municipalities are prohibited from using a zoning bylaw or ordinance to prevent the conversion of a registered marijuana dispensary, the Commission does not interpret the word prevent to prohibit the municipality from imposing a moratorium, a temporary delay passed as a zoning amendment to allow a municipality to engage in a planning process to determine how best to zone marijuana establishments for adult use in its community.

The Commission will interpret the reasonableness of the length of a moratorium in a manner consistent with the opinions issued by the Attorney General's Office in reviewing moratoria proposed by communities, which, as of the date of this publication, in the majority of cases has allowed moratoria through December 31, 2018. When the moratorium expires, the Commission cautions local officials from amending their zoning bylaws or ordinances in a manner that could be deemed to conflict with the statute and recommends consulting the City Solicitor and Town Counsel regarding any zoning amendments.

Local Control: Additional Permits

Additional Local Permits for Adult Use May Be Required. Although municipalities are prohibited from using a zoning bylaw or ordinance to prevent the conversion of a registered marijuana dispensary, the Commission does not interpret the word prevent to prohibit the municipality from requiring a registered marijuana dispensary eligible under the statute to apply for any additional local permits required to change its existing operation with a marijuana establishment for adult use. The Commission cautions local permitting boards from exercising their discretion in acting on a request for a local permit in a manner that could be deemed to conflict with the statute and recommends consulting the City Solicitor and Town Counsel during their decision-making.

Local Control: Bylaws, Ordinances, and Ballots

Banning or Limiting the Number of Marijuana Establishments in a Municipality:

A municipality may restrict the number of marijuana establishments in its community, but it must follow certain procedures to do so.

- A municipality may pass a bylaw or ordinance limiting the number of marijuana retailers to 20% or more of the number of liquor licenses issued pursuant to G.L. c.138 §15 (commonly known as "package stores") in that municipality. For example, if a municipality has 100 such liquor licenses, that municipality may set a maximum limit for 20 marijuana retailers.
- If the governing body of a municipality seeks to ban marijuana retailers from operating in the municipality, limit the number of them to fewer than 20% of the number of liquor licenses or limit the number of any type of marijuana establishment to fewer than the number of RMDs registered to engage in the same type of activity in the city or town, there are two different procedures for proceeding, which depend on how the municipality voted on the ballot initiative to legalize marijuana in 2016.

- If a municipality voted no on the initiative, then the governing body may limit or ban the number of marijuana establishments by passing a bylaw or ordinance prior to and including December 31, 2019.
- If a municipality voted yes on the initiative or if it is after December 31, 2019, then the question must be posed to the people of the municipality at a regular or special election following a specific process and wording.
- There is legislation pending - malegislature.gov/Bills/190/H4284 - to clarify the election process.

Ban:

If a municipality enacts a complete prohibition on marijuana establishments for adult use through a general bylaw or ordinance, the Commission will not issue a license so as to authorize the conversion of a registered marijuana dispensary to a marijuana establishment for adult use in that municipality.

Limited Number:

If a municipality adopts a general bylaw or ordinance imposing a limitation on the number of marijuana establishments within its community, such that the amount allowed is less than the registered marijuana dispensaries within that community, the municipality must determine which registered marijuana dispensaries will be permitted to proceed to the application process for adult use by executing a host community agreement with those dispensaries.

Local Control: Buffer Zones, Signage, and Transportation

Buffer Zone:

Under state law, a marijuana establishment may not be located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12. Municipalities may adopt an ordinance or bylaw to reduce that distance requirement.

Signage:

A municipality may regulate, by bylaw or ordinance, signage regarding marijuana-related uses, but the ordinance or bylaw may not impose a standard more restrictive than those applied to retail establishments selling alcoholic beverages within the municipality.

Transportation:

Municipalities are prohibited from barring the transportation of marijuana or marijuana products or adopting an ordinance or by-law that makes the transportation of marijuana or marijuana products unreasonably impracticable.

Questions?

If you have additional questions regarding types of Marijuana Establishments, please contact the Commission at CannabisCommission@State.MA.US or (617) 701-8400.

Office of the Ayer Board of Selectmen
Office of the Ayer Town Administrator



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | Fax 978-772-3017 | www.ayer.ma.us

MEMORANDUM

DATE: April 27, 2018

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: **Reorganization of the Board of Selectmen**

Dear Honorable Selectmen,

In accordance with BOS Policy 14-13: Organization of the Board: *"The Chairman shall be elected annually at the first regular meeting following the Annual Town Election."* (See Attached). Therefore, it is respectfully recommended that the BOS reorganize prior to concluding the May 1, 2018 BOS meeting. At that time the BOS may elect a Chair, Vice Chair, and Clerk for the year.

Additionally, the BOS is respectfully requested to review and determine the BOS membership for the following Boards and Committees for the year. I have indicated the current Selectman in each position:

- Capital Planning Committee: Selectman Hillman (Current)
- Executive Bi-Board: Vacant
- Montachusett Planning Organization (MPO) Representative: Vacant
- OPEB Board of Trustees: Selectman Livingston (Current)
- Water and Sewer Rate Review Committee: Selectman Livingston (Current)

If you have any questions prior to the meeting, please do not hesitate to contact me directly.

Thank you.

Attachment: BOS Policy 14-13: Organization of the Board

efficient operation utilizing an appropriate chain of command. If any concerns or issues are brought to the attention of the Board directly, the Board shall report them to the Town Administrator as soon as it is practicable and shall work proactively with the Town Administrator to address the concern or issue.

3. The Assistant to the Town Administrator and Support Staff, generally, should:

- A. Uphold the intent of executive session and respect the privileged communication that exists in executive session.
- B. Treat with respect the rights of all members of the community and the government despite differences of opinion.

14-13: ORGANIZATION OF THE BOARD:

The Chairman shall be elected annually at the first regular meeting following the Annual Town Election. The Board at any time may remove the Chairman by a majority vote. Unless by a unanimous vote, the Chairman shall not serve two consecutive years in any given term. A majority vote shall constitute an election. Nominations require a second. The immediate past Chairman shall preside as Chairman pro tem until the Chairman is elected. If there is no immediate past Chairman, the senior member in terms of current service shall serve as Chairman pro tem. If a vacancy occurs in the office of Chairman, the Board shall elect a successor. The Board shall further appoint a Clerk under the same provisions stated for the Chairman.

14-14: RESPONSIBILITIES OF THE CHAIRMAN:

The Chairman of the Board shall:

- 1. Preside at all meetings of the Board. In doing so, he/she shall maintain order in the meeting room, recognize speakers, call for votes and preside over the discussion of agenda items.
- 2. Sign official documents that require the signature of the Chairman.
- 3. Call special meetings in accordance with the Open Meeting Law.
- 4. Set agendas with the Town Administrator subject to acceptance of the board when the meeting convenes.
- 5. Arrange orientation for new members (Note: Such orientation must meet the requirements of the Open Meeting Law).
- 6. Serve as spokesman of the Board at Town Meetings and present the Board's position unless otherwise determined by the Board or delegated by the Chairman.
- 7. Make liaison assignments and assign overview responsibilities for project and tasks to Board member subject to acceptance of said assignment by the Board members.

The Chairman shall have the same rights as other members to offer and second motions and resolutions, to discuss questions and to vote thereon.

Town of Ayer
Board of Selectmen
Ayer Town Hall – 1st Floor Meeting Room
Ayer, MA 01432



Broadcast and Recorded by APAC

Tuesday April 17, 2018
Open Session Meeting Minutes

BOS Present: Christopher R. Hillman, Chair; Jannice L. Livingston, Vice – Chair; Gary J. Luca, Clerk

Finance Committee Present: Scott Houde, Chair; Pat Diamond, Vice-Chair; Greg Ketcham; Chris Prehl

Also Present: Robert A. Pontbriand, Town Administrator
Carly M. Antonellis, Assistant to the Town Administrator

Call to Order: C. Hillman called the meeting to order at 6:34 PM.

Executive Session pursuant to G.L. c. 30A, sec. 21(a): A motion was made by C. Hillman and seconded by G. Luca at 6:34 PM to enter into Executive Session pursuant to G.L. c. 30A, sec. 21 (a) Exemption #2 (Non-Union Personnel Negotiations) DPW Superintendent Contract Renewal and to reconvene in Open Session at 7:00 PM. C. Hillman further stated that to discuss these matters in Open Session would be detrimental to the Town's negotiating strategy. **By Roll Call:** C. Hillman, aye; J. Livingston, aye; G. Luca, aye. **Motion passed by Roll Call Vote 3-0.**

Reconvene in Open Session: The BOS reconvened in Open Session at 7:00 PM.

Pledge of Allegiance: BOS members and meeting attendees stood and recited the Pledge of Allegiance.

Review and Approve Agenda:

Motion: A motion was made by G. Luca and seconded by J. Livingston to approve the agenda. **Motion passed 3-0.**

Finance Committee Call To Order: S. Houde called the Finance Committee to order at 7:04 PM.

Review of Warrants: J. Livingston stated that she signed the following warrant on behalf of the BOS:

- 2018-04-10 Payroll Warrant 18-20 \$291,727.47
- 2018-04-17 Accounts Payable 18-19 \$354,959.46

Announcements: C. Hillman stated that the Annual Keep Ayer (and the Rail Trail) Beautiful Event is on Saturday, April 28 and Sunday, April 29, from 9am to 1pm.

Public Input: None

Ms. Alicia Hersey, Program Manager, Office of Community Development: *Lien Subordination Request Case # 06-316E* – A. Hersey was in attendance to request the BOS approve the lien subordination request #06-316E, not to exceed \$208,100.

Motion: A motion was made by G. Luca and seconded by J. Livingston to approve Lien Subordination Request #06-316E, not to exceed \$208,100. **Motion passed 3-0.**

Joint Meeting of the Board of Selectmen and Finance Committee: *Review/Approval of the FY 2019 Budget* - R. Pontbriand and Town Accountant Lisa Gabree presented an overview of the FY 19 omnibus budget, which is increasing approximately 5.6%.

S. Houde stated that he is concerned with the increase of 5% increase and asked what the residents of Ayer getting for that increase?

R. Pontbriand stated that the proposed FY 2019 Budget is a strong, proactive budget which not only maintains the Town's highest level of municipal services and operations but also provides the following for the residents and business of Ayer: invests \$1.5 million in capital infrastructure; funds the Town's FY 2019 OPEB Liability contribution of \$300,000; deposits over \$697,562 into the Town's Stabilization Account(s); replenishes the Town's outstanding UDAG funds in the amount of \$200,000; and represents a \$174,767 savings in insurance costs.

R. Pontbriand further stated that of the 5% increase for FY 2019 over \$300,000 of that increase was due to personnel costs as follows: \$57,592 for Regional Dispatch; \$25,000 for costs to cover the COA Van Service due to changes in the MART contract; the reclassification of the positions of Police Lt. and Assistant Town Manager; the contractual costs of the Police and Dispatcher Contracts; a 2% COLA proposed for FY 2019; approximately \$25,000 in Section 21 health insurance costs and approximately \$15,000 in contractual adjustments to the positions of the Town Hall/Clerical Union.

R. Pontbriand stated in conclusion that moving forward he looks forward to an improved and codified budget schedule for FY 2020; the challenges of increasing health insurance costs remain a concern; the Town faces new challenges pertaining to new growth and build out of the Town; overall uncertainties of Federal, State, and Regional economies; the future school field project and the future of the elementary school; and the ongoing challenge of increasing public outreach, education, and participation with the budget process and town government.

G. Luca said that this is a no frills budget and commended the Administration on a job well done.

S. Houde stated that his comments don't reflect the personnel themselves.

P. Diamond said the Town of Ayer is a top notch town and that it runs smoothly. He stated further that he wants to look at setting up a committee to evaluate the Town's fiscal resiliency. R. Pontbriand agreed that it was a good suggestion.

S. Houde would like the budgets to be submitted with a 30 day review period for residents and committee members.

R. Pontbriand went through the omnibus and was asked to "pass" on the following lines: Town Counsel; Pop Warner; Little League.

L. Gabree stated that a 2% Cost of Living Adjustment was factored into the budget for non-union personnel.

C. Prehl said he was in strong favor of a 2% cost of living adjustment and stated that the Town has quality employees.

S. Houde stated that by consent the Finance Committee agrees to a 2% Cost of Living Adjustment.

Motion: A motion was made by J. Livingston and seconded by G. Luca to apply a 2% Cost of Living Adjustment to the FY'19 budget for Non-Union Personnel. **Motion passed 3-0.**

R. Pontbriand then went through the DRAFT Annual Town Meeting Warrant and asked members to say "pass" if they needed additional information.

J. Livingston asked about Article 20 "Funding for Aquatic Weed Control for Town Ponds". She stated it comes up every year and asked if it could be included in the omnibus. L. Gabree stated that the preference of the Conservation Commission to include a warrant article every year so that the funds can be rolled over, which makes it easier to fund the actual weed removal because due to weather conditions, the treatment is not done at the same time every year.

Motion: A motion was made by C. Prehl and seconded by P. Diamond to recommend all warrant articles, with the exception of the non-financial articles (1, 29, 30, 31, 33) on the Special and Annual Town Meeting May 14, 2017 Warrants. **Motion passed 3-1.**

Motion: A motion was made by G. Luca and seconded by J. Livingston to approve all articles on the Special and Annual Town Meeting May 14, 2018 Warrants. **Motion passed 3-0.**

Finance Committee Adjournment:

Motion: A motion was made by S. Houde and seconded by P. Diamond to adjourn at 8:41 PM. **Motion passed 4-0.**

Town Accountant Lisa Gabree: *Reserve Fund Transfer - Council on Aging* – L. Gabree presented a RFT in the amount of \$6,049 to pay wages for the remainder of FY '18 incurred due to the unforeseen retirement of the Nutrition Coordinator.

Motion: A motion was made by G. Luca and seconded by J. Livingston to approve the RFT in the amount of \$6,049, as presented with signature by the Chair. **Motion passed 3-0.**

Town Administrator's Report: *Update to the Recycled Product Procurement Policy* – Ms. Laurie Sabol was in attendance to present an update to the Recycled Product Procurement Policy. The last update to the policy was 1998. L. Sabol explained that in order to apply for grants from the Massachusetts Department of Environmental Protection, the Town has to have this policy in place.

Motion: A motion was made by J. Livingston and seconded by G. Luca to update the Town of Ayer's Recycled Product Procurement Policy, as presented. **Motion passed 3-0.**

New Business/Selectmen's Questions: *License/Permit Rate Review (Selectman Livingston)*- J. Livingston asked for a review of the Board of Selectmen's License Fee Schedule. C. Antonellis compiled data which evaluated other Town's fees. Though the rates haven't changed in 20 years or so, J. Livingston said that based on the data collected, that the rates are competitive. J. Livingston stated that the BOS should codify a review period for reviewing all policies/fee schedules.

C. Hillman asked that APAC be invited to an upcoming meeting.

Approval of Meeting Minutes:

Motion: A motion was made by J. Livingston and seconded by G. Luca to approve the BOS minutes from April 3, 2018. **Motion passed 3-0.**

Adjournment:

Motion: A motion was made by C. Hillman and seconded by G. Luca to adjourn at 9:19 PM **Motion passed 3-0.**

Minutes Recorded and Submitted by Carly M. Antonellis

Date Minutes Approved by BOS: _____

Signature Indicating Approval: _____

DRAFT