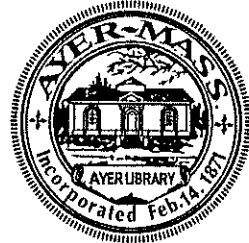


Town of Ayer
Board of Selectmen
Ayer Town Hall – 1st Floor Meeting Room
Ayer, MA 01432



Tuesday September 15, 2015
Open Session Meeting Agenda

7:00 PM

Call to Order

Review and Approve Agenda

Announcements

7:05 PM*

Public Input

Chief William A. Murray, Ayer Police Department

1. Per Diem Dispatcher Appointment
2. Patrol Cruiser Purchase Order Approval

7:10 PM

Mr. David Maher and Ms. Alicia Hersey, Office of Community and Economic Development

1. CDBG Loan Assumption
2. Promotion of Ms. Alicia Hersey
3. Signing of the 2015 CDBG Grant

7:15 PM

Personnel Board Presentation of Non-Union Compensation Study

7:45 PM

Seven Point of Massachusetts, Inc.

1. Presentation for Proposed Medical Marijuana Facility

8:00 PM

Town Administrator's Report

1. Administrative Update
2. Credit Card Policy
3. Nuisance Bylaw Discussion

8:20 PM

New Business/Selectmen's Questions

1. Compliance with MGL Chapter 32B 9 A ½ (Selectman Luca)

8:25 PM

Approval of the Minutes

September 1, 2015

8:30 PM

Adjournment

*Note:

Agenda Times are for planning purposes only and do not necessarily constitute exact times

RECEIVED
TOWN CLERK
TOWN OF AYER
2015 SEP 11 AM 9:43
Susan Spellicci



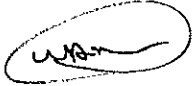
AYER POLICE DEPARTMENT

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: September 9, 2015
Re: Per Diem Dispatcher Appointment

Upon the elevation of Christopher Herrstrom to Full Time Dispatcher status we needed to replace his position in the Per Diem Dispatcher pool. From our previous pool of potential per diem candidates, we identified **Cheryl Shraison** as a viable person to fill that void.

Cheryl is not unknown to the PD as she has assisted us on several community oriented endeavors such as the Department's successful RAD program. Cheryl is a resident of Lunenburg and worked for many years at the local Hannaford Supermarket before having to be relocated to the Leominster branch.

Cheryl was interviewed by Lt. Gill and Dispatcher Johnna Brissette and both feel that she will be able to learn the skills necessary to be an Ayer Per Diem Dispatcher. She has no formal experience in emergency dispatching and will have to attend the 200 hour Massachusetts State 911 Public Safety Communications Academy, beginning in October.



May 5, 2015

Sergeant Mike Edmonds
Ayer Police Department

x-505 978-772-8200
medmonds@ayer.ma.us

Dear Sergeant Edmonds,

MHQ offers the following quote under the Greater Boston Police Council bid:

2016 Ford Interceptor Utility V6 all wheel drive Black	\$25,943
Pre-drilled headlight housings to accommodate hideaways	118
Dark car feature	19
LED driver side pillar mounted spot light	371
Full style wheel covers	56
Heated mirrors	56
Reverse sensing	259
Back up camera standard	0
Noise suppression bonding straps	94
Rear door interior handles disabled	33
Rear door window switches disabled	24
Power driver seat, CD player, red/white nite dome (front) & full spare tire	Included
5 year/100k mile powertrain warranty \$0 deductible	Included
Install 2 way police radio	175
Install portable radio charger	50
Patrol Power distribution system	795
Additional paint (roof & 4 doors white)	725
Front & rear window vent shades	75
Graphics package C	395
Class II trailer hitch	395
Air bag cut off switch	375
Liberty LED light bar with Cencom siren, switching & public address	2,189
(2) blue/clear split LED hideaways in front corners	240
(4) LED hideaways rear: red in directional, blue/clear in back ups	465
Blue clear split LED push bar lights	465
Blue LED IONS rear roofline	345
Blue LED IONS lower interior rear gate	345
Blue LED mirror lights	395
100w siren speaker on push bar	183
10s recessed prisoner cage with dual electric sun rack (87041315)	895
Rear transport seat w/ cargo security cage	55
Rear door window blinds	195
Jotto center console	375
Armrest	90
Dual external cup holders	55

C O P Y



Push bar	275
Clear LED IONS recessed in push bar	345
Blue/clear split LINZ6 LED side push bar lights	241
3db (5db) gain antenna	70
Transfer radar	50
Heavy duty computer stand	575
Universal mounting tray	195
Transfer computer	175
TOTAL ESTIMATE:	<u>\$38,986</u>

Please review and advise if you have any questions or need any changes

Sincerely,

Steve Spokowski
Fleet Account Manager

phone: 508-573-2628 email: sspokowski@mhq.com

C O P Y

Michael Edmonds

From: Steven W. Spokowski <sspokowski@MHQ.com>
Sent: Thursday, August 20, 2015 8:41 AM
To: Michael Edmonds (medmonds@ayer.ma.us)

Mike,

Got your email. I prefer to bill out the vehicle after it is complete in case there are any changes from the original quote. We have a new computer system and we are working through the bugs. It is very difficult to add or change things once the order is in.

The Trade would be \$400.

Steve



Steve Spokowski

Account Manager

401 Elm Street Marlborough MA 01752 | Phone 508-573-2628 |

Fax 508-573-2728

sspokowski@mhq.com | www.mhq.com | [Facebook](#)

COPY

RECEIVED

SEP 10 2015

TOWN OF AYER
SELECTMEN'S OFFICE

Town of Ayer
Office of Community & Economic Development

Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8206 ♦ Fax: 978-772-8208



TO: Ayer Board of Selectmen
FR: David Maher
RE: Alicia Hersey, Promotion from current position
Cc: Robert Pontbriand
DT: September 10, 2015

Honorable Board Members:

As Director of both the Office of Economic and Community Development, I have had the opportunity to work directly with two excellent associates, Ms. Sue Provencher and Ms. Alicia Hersey.

Over the past three years, Ms. Hersey had not only had the opportunity to work with Ms. Provencher, who shared and mentored Ms. Hersey with her experience and background, but since she retired, Ms. Hersey herself has continued to do an excellent job in her own right. The Department has continued to be very productive and successful as is evident by the awarding of our latest grant, which both Ms. Hersey and I put in a great amount of time and effort to successfully achieve.

Upon further discussion of Ms. Hersey's status and title within the Department with Town Administrator Pontbriand, I would like the Board of Selectmen to strongly consider reclassifying Ms. Hersey from her current Administrative Assistant position to Program Manager, which is the long range plan that was presented to the Board of Selectmen by Ms. Provencher and I when Ms. Hersey was hired with the knowledge that Ms. Provencher would soon be retiring.

Ms. Hersey would still report first to me as Director with both of us being responsible to the Town Administrator and his oversight.

Please see the following attachment that not only outlines the many positive ramifications of this change, but also outlines the change in compensation (totally funded through the grant) that would take place with your decision to promote.

In conclusion, I would be asking the Board to make a motion to "Promote Ms. Hersey from Administrative Assistant to Community Development Program Manager with associated hourly compensation". Thank you.

David Maher
Town of Ayer
Office of Community and Economic Development

Employee Promotion within the Community Development Department

Ms. Hersey to be promoted from Administrative Assistant to Program Manager

- Ms. Hersey has served the Town in her capacity for over 3 years, 6 months as assistant to Ms. Provencher and 24 months with full responsibility reporting to the Director
- The Ayer program has continued to be very active, not only with the completion of our 2011 grant with additional program income funds that called for reopening that grant cycle , but also with the successful application of a new 2015 grant which the Town recently received
- Within the application itself, the management structure calls for at least a Program Manager to be in place to oversee all the responsibilities of the grant administration
- With a Program Manager in place, this also signals to the Department of Housing and Community Development in Boston, that the Ayer Administration has a responsible employee in place to manage the funds awarded to the Town through this program

Outline in the Change of Salary

Currently as Administrative Assistant

Ms. Hersey is paid on an hourly basis: \$20.11 per hour for 24 hours (16 hours charged to Community Development/ 8 hours charged to Economic Development)

Promotion to Program Manager

(Classification per the AFSCME 93 Town Hall/Clerical Union Contract)

For the Community Development Department: Ms. Hersey's rate would go from her current rate of \$20.11 to \$27.15 and her hours would be no less than 16 and no more than 32 depending on the week to week, month to month workload for the grant and office administration.

For the Economic Development Department (per the 2015/2016 Ayer Budget): Ms. Hersey's rate would remain at \$20.11 for 8 hours of related time.

Between the responsibilities of both Departments, Ms. Hersey's hours would never exceed 40 hours.

This plan of hourly time and hourly salary adjustment has been discussed extensively within the Department and the aim is to get maximum long term time and money administration from the current program income and the anticipated 2015 grant funds, for the continuation and success of the Department.

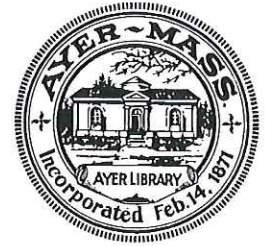
David Maher
Director, Community and Economic Development
Town of Ayer

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SEP 10 2015

TOWN OF AYER
SELECTMEN'S OFFICE

Town of Ayer
Department of Planning & Development

Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8221 ♦ 978-772-8208 (fax)



MEMORANDUM

TO: Board of Selectmen

FR: Alicia Hersey, Community Development Assistant

RE: CDBG Loan Assumption

DT: September 10, 2015

The Town through the CDBG rehabilitation program rehabbed a home at 3 Groton Harvard Road in March of 2010 for Joseph and Patricia Sidelinger. We have been notified that both Mr. & Mrs. Sidelinger are deceased and their daughter is purchasing the home from the Estate. As stated in the Promissory Note signed by Mr. & Mrs. Sidelinger, "In the event of sale or transfer of an owner-occupied structure to an immediate family member, I shall not be obligated to repay the Loan, provided that the transferee assumes all my obligations under this Promissory Note, the Mortgage, and Loan Agreement." At this point in time we are preparing the Loan Assumption Documents to move forward with this transfer to the daughter, Ms. Tricia Walsh.

Request the Board of Selectmen vote to approve the assumption of the Loan for 3 Groton Harvard Road, Ayer MA.

RECEIVED
SEP 10 2015

TOWN OF AYER
SELECTMEN'S OFFICE



Town of Ayer

Office of Community & Economic Development

Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8206 ♦ Fax: 978-772-8208

TO: Ayer Board of Selectmen
FR: David Maher
RE: Signing the 2015 CDBG Community Development Grant
Cc: Robert Pontbriand
DT: September 10, 2015

Honorable Board members:

It's with great anticipation and excitement that I submit to you, for signature by the Chair, Ayer's upcoming 2015 \$900,000 CDBG grant.

The areas of the document that need to be signed have been tabbed and once the signatures have been completed Ms. Hersey will mail the document back to the Division of Community Services at DHCD.

The upcoming grant is going to be very beneficial not only to the Pleasant Street area but also to all the rehab that will be taking place for our Ayer citizens who will also be served.

David Maher
Town of Ayer
Office of Community and Economic Development

	grade/ step	weekly hours worked	FY2015		FY2015		FY2016		USING PB FY2016 GRID			
			Annual Salary (based on 52.2 weeks) (before HRS Impact)	Reclass Grade/ Step	Annual Salary (based on 52.2 weeks) As per PB Financial Impact	Reclass Grade/ Step	Annual Salary (based on 52.2 weeks) (before HRS Impact)	Reclass Grade/ Step	Annual Salary (based on 52.2 weeks) As per PB Financial Impact			
Grade 8												
Administrative Assistant to Fire Chief	6/9	30	\$32,416.20	8/9	\$38,648.88	\$33,058.26	8/10	\$40,402.80		\$7,344.54		
Police dept Office Manager (new/vacant)	40	40	\$43,221.60	8/11	\$54,141.84	\$43,806.00	8/min	\$43,806.00	based on new hire; the closest step to 6/8	\$0.00	8/min is \$43,138.08	
Payroll & Benefits Manager	40	40	\$61,434.39	8/	\$62,663.49	\$62,663.49	8/ 2% only	\$62,663.49	red lined	\$0.00		
DPW Business Manager	40	40	\$62,431.20	8/	\$62,431.20	\$63,684.00	8/ 2% only	\$63,684.00	red lined	\$0.00		
Grade 9												
Executive Assistant to TA/BOS Secretary (does not include ZBA stipend \$5.75/hour)	8/9	40	\$54,183.60	9/11	\$59,591.52	\$55,269.36	9/11	\$60,760.80		\$5,491.44		
Grade 10												
Parks & Recreation Director	8/7	40	\$50,675.76	10/6	\$57,900.24	\$52,847.28	10/7	\$60,552.00		\$7,704.72		
Grade 11												
Town Engineer	40	40	\$72,878.93	11/	\$72,878.93	\$74,336.45	11/ 2% only	\$74,336.45	red lined	\$0.00	18 hours/40 hours to clerk	
Town Clerk/Collector	40	40	\$61,218.70	11/7	\$65,270.88	\$62,444.00	11/8	\$68,256.72		\$5,812.72	22 hours/40 hours to collector	
Treasurer	40	40	\$61,218.70	11/7	\$65,270.88	\$63,467.00	11/8	\$68,256.72		\$4,789.72		
Grade 12												
Economic & Community Dev Director	11/6	40	\$65,437.92	12/5	\$68,361.12	\$68,736.96	12/6	\$71,451.36		\$2,714.40	1/2 general fund; 1/2 UDAG	
Facilities Director	11/4	40	\$61,679.52	12/4	\$66,690.72	\$64,790.64	12/5	\$69,718.32	grade 11	\$4,927.68		
Grade 13												
Assessing Administrator	12/9	40	\$82,622.16	13/11	\$87,236.64	\$84,292.56	13/11	\$88,927.92		\$4,635.36		
Police Lieutenant	12/9	40	\$82,622.16	13/11	\$87,236.64	\$84,292.56	13/11	\$88,927.92		\$4,635.36		
Information Technology Director	13/4	40	\$74,311.92	13/5	\$75,230.64	\$78,070.32	13/6	\$78,613.20		\$542.88		
Grade 14												
DPW Superintendent	40	40	\$91,799.86	14/11	\$95,943.60	\$97,999.76	14/11	\$97,999.76	red lined	\$0.00		
Town Accountant/Finance Manager	40	40	\$94,899.60	14/11	\$95,943.60	\$96,799.68	14/11	\$97,885.44		\$1,085.76		
Grade 15												
Fire Chief	40	40	\$94,899.60	15/9	\$100,432.80	\$96,797.07	15/10	\$105,026.40		\$8,229.33		
Grade 16												
Chief of Police	40	40	\$105,673.68	16/9	\$110,496.96	\$107,787.26	16/10	\$115,508.16		\$7,720.90		
Grade 17												
Town Administrator	approx step 5	40	\$92,538.70	17/5	\$110,079.36	\$94,379.17	17/6	\$115,111.44		\$20,732.27		
			\$1,346,164.29		\$1,435,220.83	\$1,385,521.82		\$1,471,888.90		\$86,367.09		
			if implemented in FY2015		\$89,056.54							
Total estimated financial impacts								\$86,367.09				

Supplemental appropriation needed by department:

Department	Code	Description	Amount	Use
Department 100 - General Government	01	Selectmen	\$26,223.71	\$26,224.00
	03	Town Clerk	\$2,615.72	\$2,616.00
	06	Public Buildings & Property Maintenance	\$4,927.68	\$4,928.00
Department 200 - Finance	01	Town Accountant	\$1,085.76	\$1,086.00
	02	Benefits & Payroll	\$0.00	\$0.00
	04	Assessors	\$4,635.36	\$4,635.00
	05	Tax Collector	\$3,197.00	\$3,197.00
	06	Treasurer	\$4,789.72	\$4,790.00
Department 300 - Public Safety	01	Police Department	\$12,356.26	\$12,356.00
	02	Fire Department	\$15,573.87	\$15,574.00
Department 400 - Public Works	01	Public Works - Administration	\$0.00	\$0.00
Department 500 - Human Services	04	Parks Department	\$7,704.72	\$7,705.00
Department 600 - Management Support	02	Economic & Community Development	\$1,357.20	\$1,357.00
	06	Information Technology	\$542.88	\$543.00
		Total General Fund impact	\$85,009.88	\$85,011.00 for warrant purposes
UDAG		Total UDAG impact	\$1,357.20	\$1,357.00 BoS vote only
Economic & Community Development		Total all funds	\$86,367.08	\$86,368.00

Seven Point of Massachusetts, Inc.

About Seven Point of Massachusetts, Inc.: Seven Point of Massachusetts, Inc. (“Seven Point”) is a Massachusetts not-for-profit corporation that is currently applying for a Registered Marijuana Dispensary (RMD) registration through the Massachusetts Department of Public Health (DPH). Seven Point is interested in opening a cultivation location in the Town of Ayer, Massachusetts. Seven Point is seeking a letter of support or non-opposition from the Town of Ayer.

Brad Zerman (CEO): Brad Zerman is founder and CEO of Seven Point of Massachusetts and a Chicago-Area-based medical cannabis dispensary. Mr. Zerman is also founder and CEO of Qualtex Corp. (dba Sky Processing), also based in Chicago. Mr. Zerman has a strong background in merchant payment processing since founding his first company in 1991. Currently, Sky Processing operates automated teller machines (ATMs) in the United States and Puerto Rico. Mr. Zerman is an active member of the Chicago community. He is a founder, past President, and Board Member of the East Wicker Park Organization and helps run the Graceland West Community Association, as an active Council Member of the neighborhood association. Mr. Zerman served in 2014 in the JCC Presentense Program as a mentor and then in 2015 as a judge on a Shark Tank-style event where Fellows in the Program compete for which venture will bring about the most social change. Mr. Zerman is currently a Director of the Giving Rocks Foundation, a non-profit organization.

Ryan Goldstein (CFO): Mr. Goldstein has over 20 years of experience in the real estate industry and currently is Founder and President of RWG Realty Company LLC. RWG Realty Company LLC focuses on Land Development, Property Management, Real Estate Brokerage, and Investment. Before getting into the real estate industry, Mr. Goldstein worked for Neoforma.com, a B2B healthcare company. Mr. Goldstein was a team member in the medical equipment auction division. Mr. Goldstein is an active fundraiser and donor to the Lynn Sage Cancer Research Foundation at Northwestern Hospital as well as the Renee Israel Foundation.

Marie Swain (COO): Ms. Swain was the assistant manager of a medical cannabis dispensary in Portsmouth, Rhode Island where she also served as the acting manager for several months during personnel changes. She focused heavily on patient education and interacted with roughly 20 to 30 patients daily providing counseling and answering questions on the differences in strain types as well as general differences between sativa and indica strains. In addition, Ms. Swain oversaw the production of all in-house MIPS

Steven Hickox (Director of Cultivation): Steven Hickox is a founding member of Medicinal Wellness Center, LLC (dba Green Cross Super Store), which was founded in June 2010 for the purpose of operating a vertically integrated marijuana business in the State of Colorado. Since receiving its first license in August 2010, the company has experienced consistent growth and continues to be successful. Currently, Medicinal Wellness Center has annual gross revenues of \$8 million dollars and 37 full-time employees throughout 4 retail stores and 3 grow warehouses located in the Denver area. Mr. Hickox is responsible for the day to day operations of the company, including the site locations and corporate finance matters. His responsibilities also include overseeing licensing requirements and ensuring regulatory compliance throughout the

company. To date, the Medicinal Wellness Center has had no licensing or regulatory violations. As a managing member of the company, he is involved in both the retail and growing operations of the business, and visits all sites and locations on a bi-weekly basis at a minimum.

Mitch Suzan (Director of Security): Mr. Suzan served with the Town of Mattapoissett Police Department for 27 years. As a Senior Patrolmen, he was responsible for responding to various emergency situations, taking appropriate action when necessary. Mr. Suzan conducted investigations leading to numerous arrests. He served as the Old Rochester Regional School District's Resource Officer for 13 years, serving as a liaison between the Mattapoissett Police Department, school administration, students, parents, town departments, community organizations, and the court system. Mr. Suzan was an active SWAT member for six years in the SEMLEC (Southeastern Massachusetts Law Enforcement Council) and hostage negotiation trained by the FBI. Prior to joining the Mattapoissett Police Department, Mr. Suzan was a United States Army Military Police Investigator from 1984-1987 in the 1st MP Company at Fort Riley, Junction City, Kansas.

Location: Seven Point intends to secure a commercial property in Ayer as a cultivation site. The following two (2) properties are being considered by Seven Point (listings and radius siting maps are attached):

- 31 Willow Road (pre-existing building)
- 99 Fitchburg Road (land)

Financials: Per the DPH requirements, \$500,000 has been committed to Seven Point. Seven Point is in the process of raising several million dollars of additional capital to operate a world-class facility in the Town of Ayer.

Benefits to Ayer: Potential property taxes; donations from Seven Point once profitable; jobs with benefits for local residents; and the ability to exercise control through local regulatory authority.

Security: The Regulations for the Medical Use of Marijuana Program have detailed security requirements located at 105 CMR 725.110. An outline, describing how Seven Point will comply, is attached along with an example of the security overlay for Mr. Zerman's Chicago-area medical marijuana dispensary. These requirements include limiting access to those authorized under the Program; prohibiting on-site consumption; destruction of excess marijuana; and storage of money and medicine in vaults. In addition, Seven Point will work with Ayer Police Department to address any and all concerns of the Town.

Process: On June 29, 2015 Seven Point submitted their Application of Intent for a RMD location. Seven Point has since been invited by the DPH to submit the second phase of the application process, the Management and Operations Profile. Upon DPH review of the Management and Operations Profile, Seven Point expects to be invited to submit the third and final phase of the application process, the Siting Profile. One of the requirements for the Siting Profile is obtaining a letter of support or non-opposition from the proposed municipality.

Program: The Medical Marijuana Program in Massachusetts is one of the most highly regulated programs in the country. The program is designed to provide safe medicine (tested for pesticides, metals, microbes and concentration) exclusively to patients who have been approved by their doctors and the Massachusetts Department of Public Health. Additionally, the program requires implementation of a real time "seed to sale" tracking system, which securely tracks and controls marijuana from the time it is planted until the time it is sold to patients for medical use.

For Sale
or Lease

31 Willow Road Ayer, Massachusetts



21,000 s.f. Industrial Building

- Manufacturing/Warehouse facility on 7 acres
- Permits in place to add 26,000 s.f.
- Subdivides to 17,150 s.f., 10,500 s.f. or 6,650 s.f.
- Easy access to Route 2 and I-495



Exclusive Listing Agent:
THE STUBBLEBINE COMPANY
CORFAC INTERNATIONAL

ABOUT THE PROPERTY

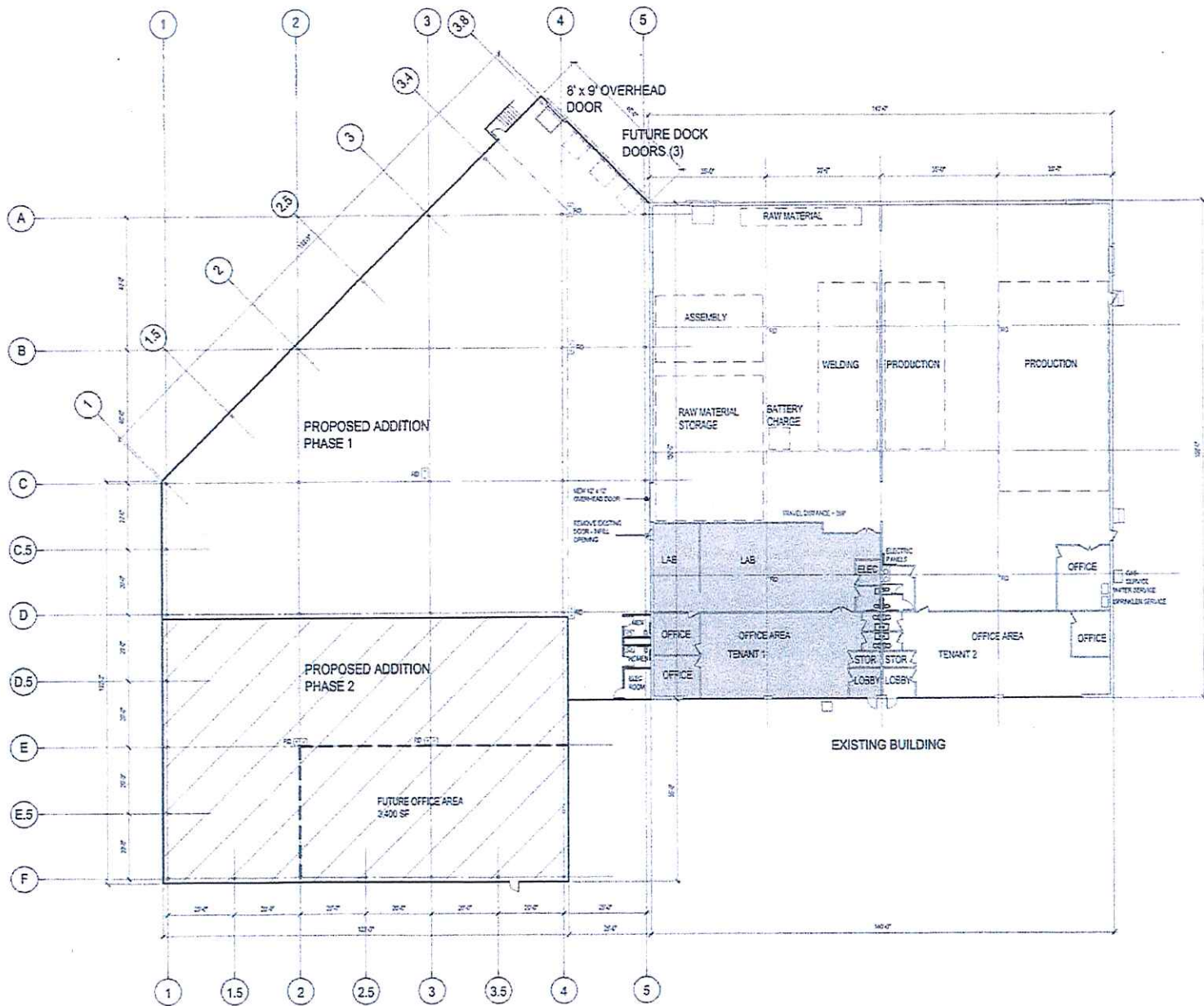


SPECIFICATIONS:

Size:	21,000 s.f. (150' x 140')
Office:	2,000 s.f.
Subdivision:	17,150 s.f., 10,500 s.f. or 6,650 s.f.
Tenant:	Existing tenant in 3,850 s.f.
Site:	7 acres
Power:	1600 amp, 208 3 phase
Height:	16' clear
Year Built:	1984
Utilities:	Town water/sewer
Loading:	Two (2) tailbord with levelers, one (1) drive-in and one (1) over-sized door
Roof:	EPDM with ballast, reinforced to accomodate solar panels
Sprinkler:	Wet
Lease Rate:	\$4.75 per s.f. NNN
Sale:	\$1,790,000
Other:	Sale includes building with permits to add 26,500 s.f. or industrial condominiums and single family house on lot which can accomodate another 10,000 s.f. building.



Exclusive Listing Agent:
THE STUBBLEBINE COMPANY
CORFAC INTERNATIONAL



LOCATION



31 Willow Road is an ideal location and just...

- 3 miles from the junction of I-495 and Route 2
- Less than 1 mile to Routes 110, 225, 119, and 2A

(approximate distances)

For more information regarding this project please contact:

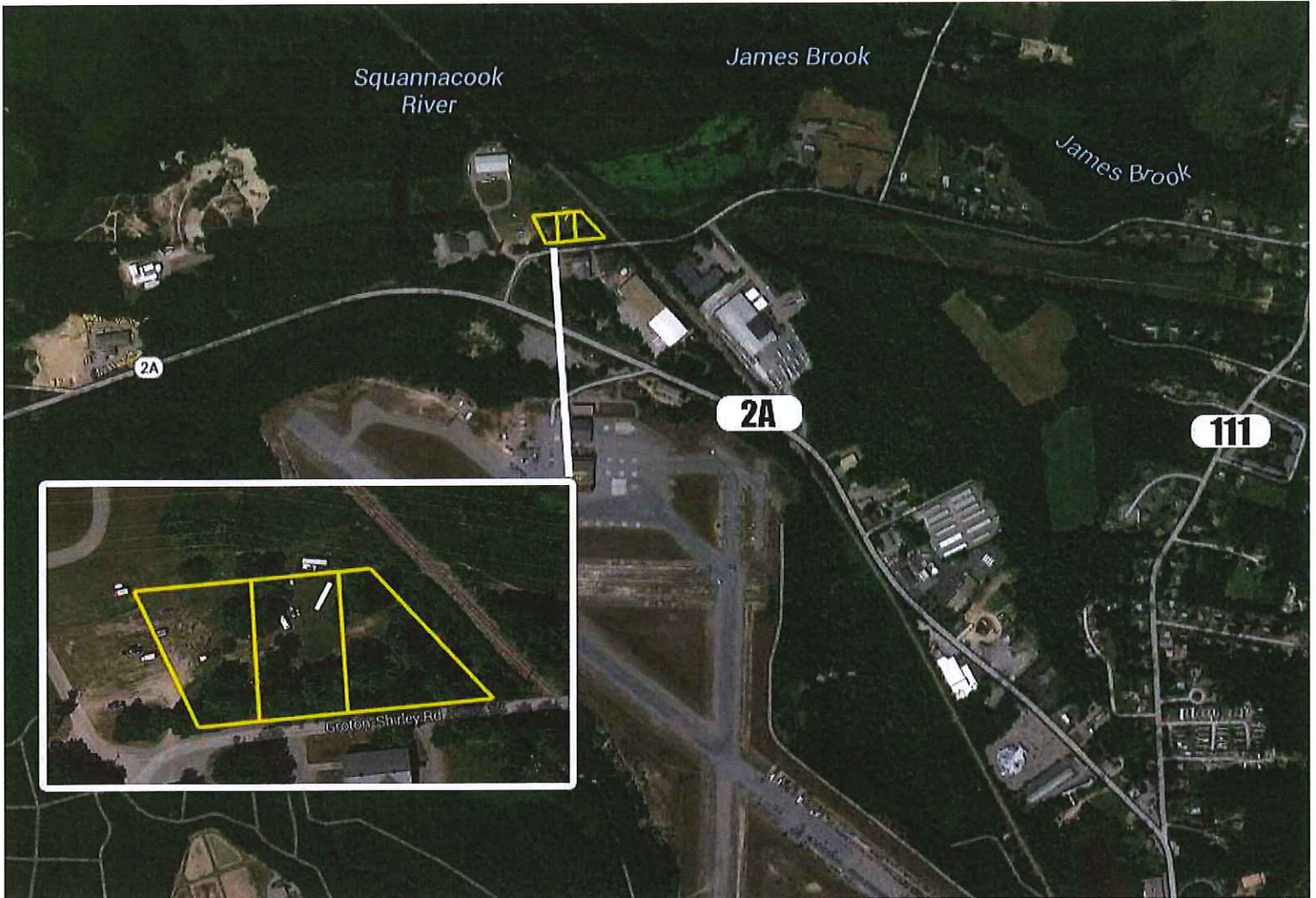


Exclusive Listing Agent:
THE STUBBLEBINE COMPANY
CORFAC INTERNATIONAL

Alan Ringuette

978-265-8112

Information contained herein was obtained from third parties, and it has not been independently verified by the real estate brokers. Buyer/tenants should have their choice to inspect the property and verify all information. Real estate brokers are not qualified to act as or select experts with respect to legal, tax, environment, building construction, soils-drainage or other such matters.



99 FITCHBURG ROAD AYER, MA

SUMMARY

99 Fitchburg Road is a prime piece of industrial land divided into three frontage lots for sale together or individually. The land is level and located in a developed industrial area just off the main road on the West side of Ayer, Massachusetts. The land shows no visible defects and comes with a utility easement that is unimproved at this time. Electricity and town water is available. The lots are ideal for a variety of industrial and commercial applications.

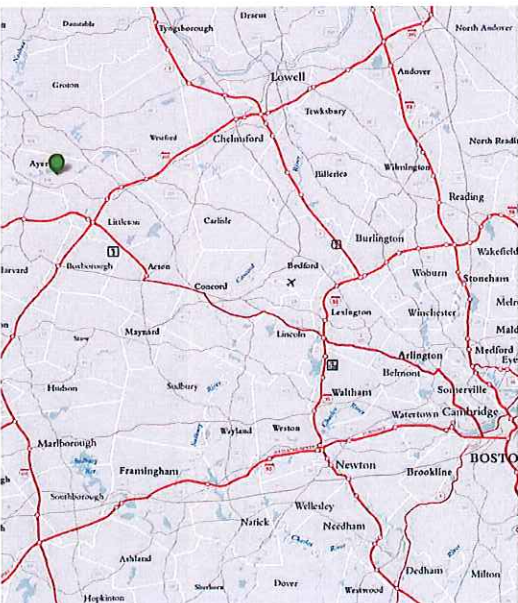
Every effort has been made to furnish the most accurate information available on this property and should be deemed as such, however, all statements and conditions contained herein are subject to errors, omissions, prior sale and/or lease and/or removal from the market.

SPECIFICATIONS

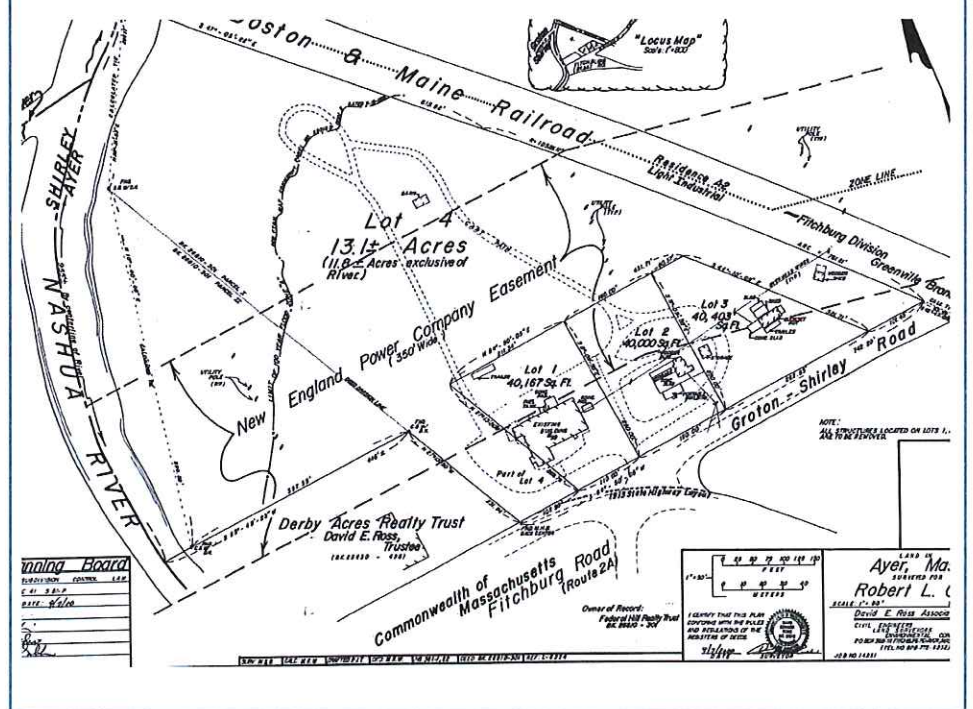
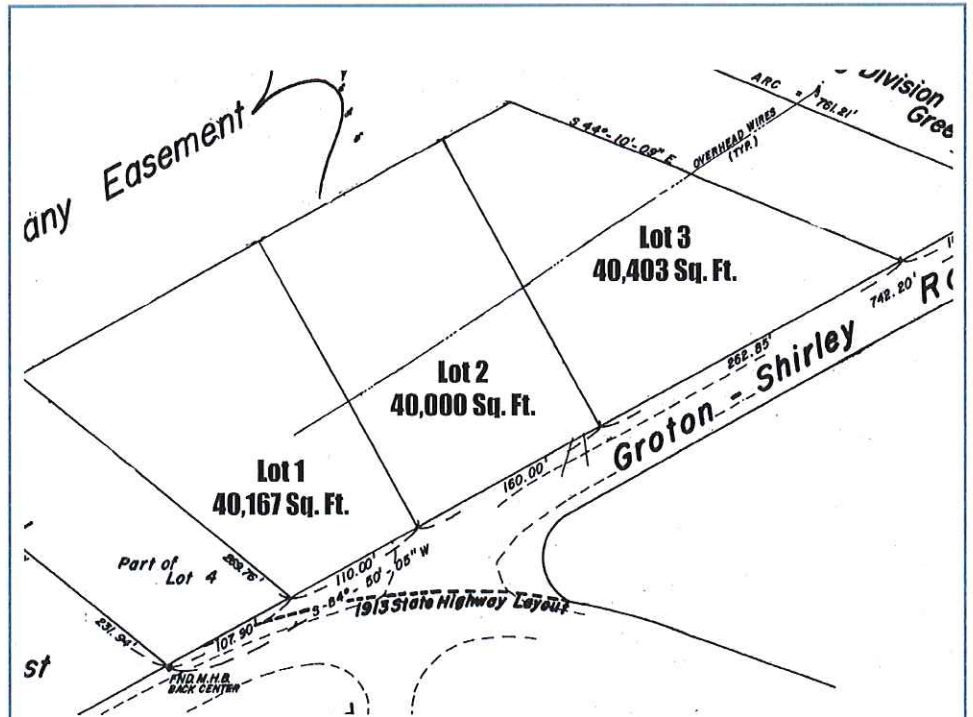
Land:	Lot 1: .92 Acres
	Lot 2: .92 Acres
	Lot 3: .93 Acres
Zoning :	Light Industrial
Type:	Level Land
Frontage:	533' on Groton-Shirley Rd
Improvements:	Rough Graded
Off Sites:	Electric & Water on Street
2014 Taxes:	Lot 1: \$3,451.68
	Lot 2: \$3,445.92
	Lot 3: \$3,463.20



MAP



SITE PLANS



Every effort has been made to furnish the most accurate information available on this property and should be deemed as such, however, all statements and conditions contained herein are subject to errors, omissions, prior sale and/or lease and/or removal from the market.

Exhibit A: Map Showing Distance between 31 Willow Road, Ayer, MA 01432 and 60 Willow Rd, Ayer, MA 01432 (1,505.18 ft)

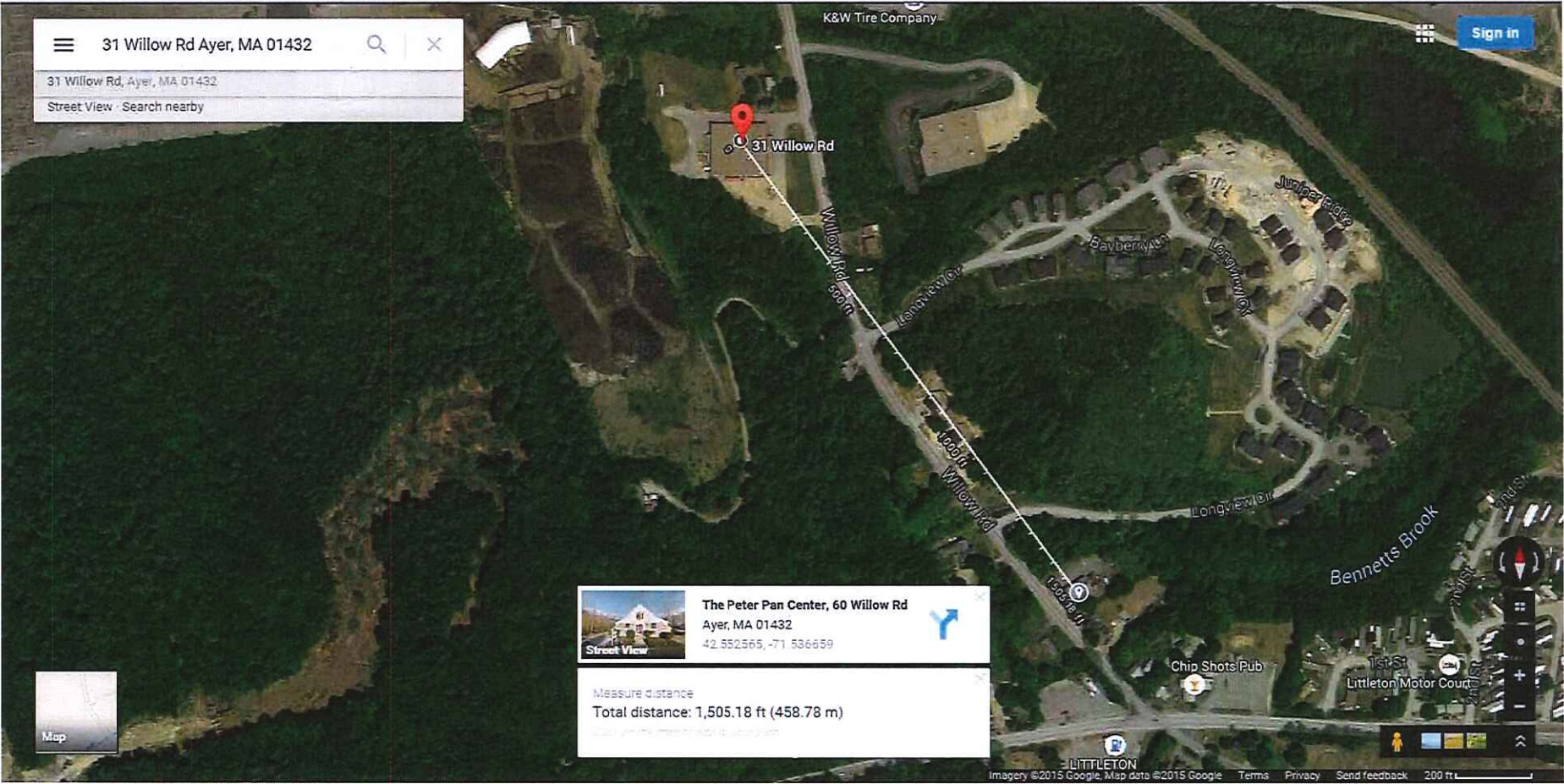


Exhibit B: 500 Foot Radius Map of 31 Willow Road, Ayer, MA 01432



Exhibit B Map Key

1. Residential
2. K&W Tire Company
3. 31 Willow Road
4. Creative Materials Inc

Exhibit C: Map Showing Distance between 99 Fitchburg Rd, Ayer, MA 01432 and 20 Joy Lane, Groton, MA 01450 (1.14 miles)

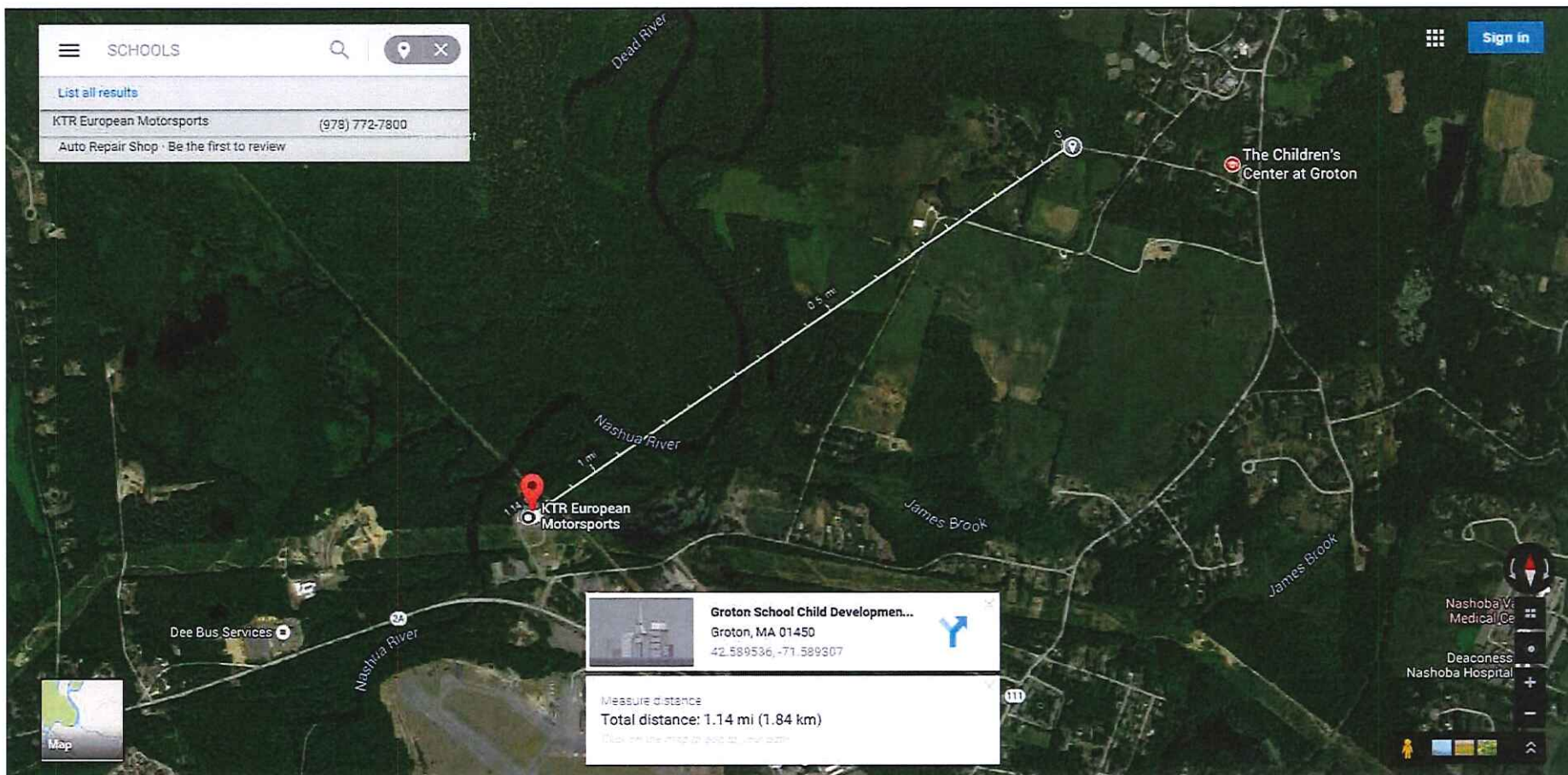


Exhibit D: 500 Foot Radius Map of 99 Fitchburg Rd, Ayer, MA 01432



Exhibit D Map Key

1. 99 Fitchburg Rd
2. David E. Ross Associates, Inc

SEVEN POINT OF MASSACHUSETTS, INC.

SECURITY AND OPERATIONAL PLAN

The following security and operational plan meets and exceeds the requirements set forth in 105 CMR 725.110 – Security Requirements for Registered Marijuana Dispensaries (“RMD”).

Section 725.110 (A) – Requirement: A RMD shall implement sufficient security measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at the RMD. Security measures to protect the premises, registered qualifying patients, personal caregivers, and dispensary agents of the RMD must include but are not limited to the following.

Response: Seven Point of Massachusetts, Inc. (“Seven Point”) will contract with a qualified security contractor to develop a full Security Plan (the “Plan”) that provides details on how Seven Point will ensure that its medicine and assets are secured against external threats. For security reasons, the comprehensive Security Plan is not publicly available. Key elements of this Plan are summarized below.

Section 725.110(A)(1) – Requirement: Allow only registered qualifying patients, personal caregivers, dispensary agents, persons authorized by 105 CMR 725.105(P), and, subject to the requirements of 105 CMR 725.110(C)(4), outside vendors, contractors, and visitors, access to the RMD.

Response: Seven Point will limit access to its RMD to registered qualified patients, personal caregivers, dispensary agents, persons authorized by the Department of Public Health (“DPH”), and select outside vendors, contractors and visitors. All Seven Point agents will be required to visibly wear a Seven Point identification badge at all times while on-site and when making deliveries. All outside vendors, contractors, patients, caregivers, and visitors must obtain a visitor identification badge prior to entering a limited access area, and shall be escorted at all times by a dispensary agent authorized to enter the limited access area. The visitor identification badge must be visibly displayed at all times while the visitor is in any limited access area. All visitors must be logged in and out, and that log shall be available for inspection by the DPH at all times. All visitor identification badges shall be returned to the RMD upon exit.

Section 725.110(A)(2) – Requirement: Prevent individuals from remaining on the premises of the RMD if they are not engaging in activity expressly or by necessary implication permitted by the Act and 105 CMR 725.000.

Response: Seven Point will employ security personnel who will routinely patrol the dispensary perimeters and grounds to prevent loitering, nuisance activity or crime. Security personnel will be trained prior to deployment in industry standards and crime prevention. Security personnel will ensure that only eligible patients who comply with the RMD’s Code of Conduct and other dispensary policies are served and will patrol the area to ensure non-diversion and prevent use of medicine in public areas.

Section 725.110(A)(3) – Requirement: Dispose of marijuana in accordance with 105 CMR 725.105(J), in excess of the quantity required for normal, efficient operation as established in 105 CMR 725.105(G)(1).

Response: Solid waste generated at Seven Point will be disposed of in the following ways:

- Through incineration in a commercial or municipal waste combustor in Massachusetts holding a valid permit issued by the Department of Environmental Protection (“DEP”) witnessed and documented by no fewer than two (2) dispensary agents.
- Disposal in a landfill holding a valid permit issued by the DEP or by the appropriate state agency in the state in which the facility is located witnessed and documented by no fewer than two (2) dispensary agents.
- Grinding and incorporating the medical marijuana waste with solid wastes such that the resulting mixture renders the medical marijuana waste unusable. Once such medical marijuana waste has been rendered unusable, it will be either disposed of in a solid waste management facility that holds a valid permit issued by the DEP or by the appropriate state agency in the state in which the facility is located or, if the material mixed with the medical marijuana waste is organic material as defined in 310 CMR 16.02, the mixture will be composted at an operation that is in compliance with the requirements of 310 CMR 16.00.

When marijuana or marijuana infused products (“MIP”) are disposed of, Seven Point will create and maintain a written record of the date, the type and quantity disposed of, the manner of disposal, and the persons present during the disposal, with their signatures. Disposal records will be kept for at least two (2) years.

Section 725.110(A)(4) – Requirement: Establish limited access areas accessible only to specifically authorized personnel, which shall include only the minimum number of employees essential for efficient operation.

Response: Seven Point will establish limited access areas accessible only to specifically authorized personnel. Seven Point will post the following statement (at a minimum size of 12” x 12” with lettering no smaller than 1” in height) at all areas of ingress or egress to identify limited-access areas: “Do Not Enter – Limited Access Area – Access Limited to Authorized Personnel Only.”

Seven Point will provide all dispensary agents with varying levels of access to limited access areas depending on their position. For example, the Chief Executive Officer and the Chief Operating Officer will have access to all areas of the dispensary, including all limited access areas. Other agents will be limited to only those areas directly related to their department and position within their department.

Section 725.110(A)(5) – Requirement: Store all finished marijuana in a secure, locked safe or vault and in such a manner as to prevent diversion, theft, and loss.

Response: Seven Point will store all medical marijuana at its dispensary site in a secured vault room that is climate-controlled and monitored 24-hours a day, for both security and changes in environment (temperature and humidity). Seven Point will store cash and other valuables in a secure safe located inside the vault room.

Access to the secure storage area will be restricted and monitored through the use of electronic locks. Only select employees who have been authorized by management will have access to the secured storage area. This will be monitored through staff credentials.

Section 725.110(A)(6) – Requirement: Keep all safes, vaults, and any other equipment or areas used for the production, cultivation, harvesting, processing, or storage of marijuana and MIPs securely locked and protected from entry, except for the actual time required to remove or replace marijuana.

Response: Seven Point will keep all safes and vaults securely locked and protected from entry via electronic locks, except for the actual time required to remove or replace marijuana, as conducted by authorized personnel.

Section 725.110(A)(7) – Requirement: Keep all locks and security equipment in good working order.

Response: Seven Point will keep all locks and security equipment in good working order, via regular inspections and testing, not to exceed thirty (30) calendar days from the previous inspection and test.

Section 725.110(A)(8) – Requirement: Prohibit keys, if applicable, from being left in the locks, or stored or placed in a location accessible to persons other than specifically authorized personnel.

Response: Seven Point will use electric locks with associated card readers to manage exit and entry into limited access areas. Seven Point will restrict the availability of access cards only to authorized personnel, which will reduce the risk of access by unauthorized personnel. All access cards must be returned to security personnel at the end of each shift to ensure proper and safe storage.

Section 725.110(A)(9) – Requirement: Prohibit accessibility of security measures, such as combination numbers, passwords, or electronic or biometric security systems, to persons other than specifically authorized personnel.

Response: Seven Point will protect the confidentiality of Seven Point's security measures, such as combination numbers, passwords, and electronic lock activators, against threats from unauthorized personnel.

Section 725.110(A)(10) – Requirement: Ensure that the outside perimeter of the RMD is sufficiently lit to facilitate surveillance.

Response: Seven Point will install sufficient lighting outside of the RMD for use each day between sunset and sunrise that adequately illuminates the RMD and its surrounding

areas, including the parking and entry areas. Exterior lighting will be installed near video surveillance devices to ensure proper illumination for the identification of people, vehicles and license plates within forty (40') feet of the buildings. The outdoor lighting will be hooded to deflect light away from adjacent properties. Sufficient exterior lighting will serve as a deterrent against robbery and burglary.

Section 725.110(A)(11) – Requirement: Ensure that trees, bushes, and other foliage outside of the RMD do not allow for a person or persons to conceal themselves from sight.

Response: Seven Point's external landscaping plans will minimize potential security threats posed by trees, bushes, and other foliage, while still promoting an aesthetic for the facilities that blends with the surrounding community. No trees, brush and/or any other material will be placed against the building.

Section 725.110(A)(12) – Requirement: Develop emergency policies and procedures for securing all product following any instance of diversion, theft, or loss of marijuana, and conduct an assessment to determine whether additional safeguards are necessary.

Response: Seven Point will implement security policies and procedures providing detailed instructions for securing all product following any instance of diversion, theft, or loss of marijuana, and for conducting an assessment to determine whether additional safeguards are necessary. These instructions mandate close coordination with local law enforcement and the DPH.

Section 725.110(A)(13) – Requirement: Develop sufficient additional safeguards as required by the Department for RMDs that present special security concerns.

Response: Seven Point is not aware, at this time, of any special security concerns pertaining to its proposed RMD.

Section 725.110(A)(14) – Requirement: A RMD shall comply with all local requirements regarding siting, provided however that if no local requirements exist, a RMD shall not be sited within a radius of five hundred (500') feet of a school, daycare center, or any facility in which children commonly congregate. The five hundred (500') foot distance under this section is measured in a straight line from the nearest point of the facility in question to the nearest point of the proposed RMD.

Response: Seven Point will comply with all local and state siting requirements.

LIMITED ACCESS AREAS

Section 725.110 (C)(1) – Requirement: All limited access areas must be identified by the posting of a sign that shall be a minimum of 12" X 12" and which states: "Do Not Enter – Limited Access Area – Access Limited to Authorized Personnel Only" in lettering no smaller than 1 inch in height.

Response: Seven Point will post the following statement (at a minimum size of 12" x 12" with lettering no smaller than 1 inch in height) at all areas of ingress or egress to identify limited-access areas: "Do Not Enter – Limited Access Area – Access Limited to Authorized Personnel Only."

Section 725.110 (C)(2) – Requirement: All limited access areas shall be clearly described by the filing of a diagram of the registered premises, in the form and manner determined by the DPH, reflecting walls, partitions, counters, and all areas of entry and exit. Said diagram shall also show all propagation, vegetation, flowering, processing, production, storage, disposal, and retail sales areas.

Response: Upon provisional licensure by the DPH, Seven Point shall provide Ayer a diagram of the RMD, reflecting walls, partitions, counters, and all areas of entry and exit. Said diagram shall also show all propagation, vegetation, flowering, processing, production, storage, disposal, and retail sales areas.

Section 725.110 (C)(3) – Requirement: A dispensary agent shall visibly display an identification badge issued by the RMD at all times while at the RMD or transporting marijuana.

Response: All Seven Point agents will be required to visibly wear a Seven Point identification badge at all times while on-site and when making deliveries.

Section 725.110 (C)(4) – Requirement: All outside vendors, contractors, and visitors must obtain a visitor identification badge prior to entering a limited access area, and shall be escorted at all times by a dispensary agent authorized to enter the limited access area. The visitor identification badge must be visibly displayed at all times while the visitor is in any limited access area. All visitors must be logged in and out, and that log shall be available for inspection by the Department at all times. All visitor identification badges shall be returned to the RMD upon exit.

Response: Seven Point will limit access to all areas of the RMD to authorized dispensary agents. All outside vendors, contractors, and visitors must obtain a visitor identification badge prior to entering a limited access area; the visitor identification badge must be visibly displayed at all times while the visitor is in any limited access area. All visitors must be logged in and out, and that log shall be available for inspection by the DPH at all times. All visitor identification badges shall be returned upon exit. For added security, Seven Point will require that a security agent accompany any non-dispensary agent if a non-dispensary agent needs to enter an enclosed, locked area where marijuana is stored.

SECURITY AND ALARM SYSTEMS

Section 725.110(D)(1) – Requirement: A RMD shall have an adequate security system to prevent and detect diversion, theft, or loss of marijuana or unauthorized intrusion, utilizing commercial grade equipment, which shall, at a minimum include:

Section 725.110(D)(1)(a) – Requirement: A perimeter alarm on all entry points and perimeter windows.

Response: Seven Point will feature an alarm system on all entry points and windows. An additional motion alarm will be placed on the dispensary wall that is adjacent to attached bay.

Section 725.110(D)(1)(b) – Requirement: A failure notification system that provides an audible, text, or visual notification of any failure in the surveillance system. The failure notification system shall provide an alert to designated employees of the RMD within five minutes after the failure, either by telephone, email, or text message.

Response: The electronic monitoring system for Seven Point will include a failure notification system that provides both an audio and visual notification should a failure in the electronic monitoring system occur. Additionally, senior management will receive email/text notification of the system failure within five (5) minutes after the failure.

Section 725.110(D)(1)(c) – Requirement: A duress alarm, panic alarm, or holdup alarm connected to local public safety or law enforcement authorities.

Response: Seven Point will install a “duress alarm” (silent alarm to signal alarm user being forced to turn off system), a “holdup alarm” (robbery in progress), and a “panic alarm” (life threatening or emergency situation). Alarms will be coordinated with local law enforcement.

Section 725.110(D)(1)(d) – Requirement: Video cameras in all areas that may contain marijuana, at all points of entry and exit, and in any parking lot, which shall be appropriate for the normal lighting conditions of the area under surveillance. The cameras shall be directed at all safes, vaults, sales areas, and areas where marijuana is stored, handled, or dispensed. Cameras shall be angled so as to allow for the capture of clear and certain identification of any person entering or exiting the RMD or area.

Response: The building will be well illuminated and video cameras will be at all entry and exit points as well as the parking lot, so as to allow for the capture of clear and certain identification of any person entering or exiting the RMD or area. Also, video cameras will be positioned in all areas that contain marijuana including the storage safe.

Section 725.110(D)(1)(e) – Requirement: Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the DPH upon request and that are retained for at least ninety (90) calendar days. Recordings shall not be destroyed or altered, and shall be retained as long as necessary if the RMD is aware of a pending criminal, civil, or administrative investigation, or legal proceeding for which the recording may contain relevant information.

Response: Seven Point’s video recording will be operational twenty-four (24) hours a day/seven (7) days a week. Videos will be retained for a minimum of ninety (90) days or unless requested longer by appropriate authority.

Section 725.110(D)(1)(f) – Requirement: The ability to immediately produce a clear, color, still photo (live or recorded).

Response: Seven Point will maintain a high-quality printer in the security viewing area that is capable of immediately producing a clear still photo from any video camera image.

Section 725.110(D)(1)(g) – Requirement: A date and time stamp embedded on all recordings. The date and time shall be synchronized and set correctly and shall not significantly obscure the picture.

Response: Seven Point will embed a date and time stamp on all recordings. The date and time will be synchronized and set correctly and will not significantly obscure the picture.

Section 725.110(D)(1)(h) – Requirement: The ability to remain operational during a power outage.

Response: Seven Point's video cameras will be supported by a backup generator, ensuring their ability to remain operational during a power outage.

Section 725.110(D)(1)(i) – Requirement: A video recording that allows for the exporting of still images in an industry standard image format, including .jpg, .bmp, and .gif. Exported video shall have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video shall also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system. All recordings shall be erased or destroyed prior to disposal.

Response: Seven Point's surveillance system will allow for the exporting of still images in an industry standard image format, including .jpg, .bmp, and .gif. Exported video will have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video will also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system. All recordings will be erased or destroyed prior to disposal.

Section 725.110(D)(2) – Requirement: All security system equipment and recordings shall be maintained in a secure location so as to prevent theft, loss, destruction, and alterations.

Response: Seven Point will maintain all security system equipment and recordings in a secure location so as to prevent theft, loss, destruction, and alterations. This will be a limited access area featuring electronic locks that allow restricted access to select authorized dispensary agents, such as the Head of Security and Chief Executive Officer, as well as law enforcement authorities and the DPH.

Section 725.110(D)(3) – Requirement: In addition to the requirements listed in 105 CMR 725.110(D)(1) and (2), the RMD shall have a back-up alarm system, with all capabilities of the primary system, provided by a company supplying commercial grade equipment, which shall not be the same company supplying the primary security system.

Response: Seven Point will have a back-up alarm system, with all capabilities of the primary system, which shall not be installed/monitored by the same company as the primary security system.

Section 725.110(D)(4) – Requirement: Access to surveillance areas shall be limited to persons that are essential to surveillance operations, law enforcement authorities acting within their lawful jurisdiction, security system service personnel, and the Department. A current list of authorized employees and service personnel that have access to the surveillance room must be available to the Department upon request. If on-site, surveillance rooms shall remain locked and shall not be used for any other function.

Response: Seven Point's video surveillance system will have the capability to record, archive and play back video feed for a minimum of thirty (30) days. The system will be internet-based, providing greater flexibility, with the use of high-resolution megapixel cameras, and multiple streams for efficient operations and quick investigations. The electronic recording system hub and all recordings will be stored in a locked, tamper-proof compartment within the security viewing area. This will be a limited access area with entry restricted only to select authorized dispensary agents, such as the Head of Security and Chief Executive Officer, as well as law enforcement authorities and the DPH. A current list of authorized employees and service personnel that have access to the surveillance room will be available to the DPH upon request.

Electronic locks will be used to secure the security viewing area, access will only be granted authorized dispensary agents.

Section 725.110(D)(5) – Requirement: All security equipment shall be in good working order and shall be inspected and tested at regular intervals, not to exceed thirty (30) calendar days from the previous inspection and test.

Response: Seven Point will ensure all security equipment is in good working order via regular inspections and testing, not to exceed thirty (30) calendar days from the previous inspection and test.

REGISTERED MARIJUANA DISPENSARY TRANSPORTATION OF MARIJUANA AND MIPS

Section 725.110(E)(1) – Requirement: Only a dispensary agent may transport marijuana or MIPS on behalf of a RMD, whether between RMDs, RMD sites, or to registered qualifying patients or personal caregivers.

Response: Seven Point will use only highly trained dispensary agent couriers to transport marijuana or MIPS between RMDs, RMD sites, or to registered qualifying patients or personal caregivers.

Section 725.110(E)(2) – Requirement: A RMD shall:

- a) Weigh, inventory, and account for on video all marijuana to be transported prior to its leaving the origination location;
- b) Re-weigh, re-inventory, and account for on video all marijuana transported, within eight hours after arrival at the destination RMD except in the case of home delivery pursuant to 105 CMR 725.110(E)(11);

- c) Document and report any unusual discrepancy in weight or inventory to the Department and local law enforcement within twenty-four (24) hours;
- d) Complete a shipping manifest in a form and manner determined by the Department, for retention by the origination location, and carry a copy of said manifest with the products being transported; and
- e) Securely transmit a copy of the manifest to the receiving RMD prior to transport except in the case of home delivery pursuant to 105 CMR 725.110(E)(11).

Response: Orders received from the RMD to the cultivation site, and from qualifying patients, or personal caregivers for home delivery will be routed to a Seven Point agent designated to processing orders for delivery. The agent will then package the order in a designated room within the RMD. When the order is complete, the agent will inform the courier of a delivery (which may or may not be the same calendar day).

A collaborative review by an agent designated to processing orders for delivery, and the courier is needed to review and crosscheck all products against the packaging invoice prior to packing the transportation box.

Each packaging invoice will contain the following information, which will be verified by both parties on video and signed off on by each party on the invoice copy:

- Quantity of product by variety and form (form relating to raw flower buds, concentrates or a particular MIP).
- Price per unit of each product.
- Date of delivery and estimated time of delivery.
- Product documentation on each variety shipped with laboratory testing results.
- The name (which must be initialed) by the designated agent who prepared and packaged the items being delivered.
- The name of the dispensary, phone number, designated agent name and agent's private cell phone number (in case of emergency) are listed on the invoice.

Once the verification is complete, the order will be placed in the transport box. The designated agent will then lock the transport box for delivery. A copy of the packaging invoice will accompany the transport.

Section 725.110(E)(3) – Requirement: A RMD shall retain all shipping manifests for no less than one (1) year and make them available to the DPH upon request.

Response: Seven Point will retain all packaging invoices (i.e., shipping manifests) for no less than one (1) year and will make them available to the DPH upon request.

Section 725.110(E)(4) – Requirement: A RMD shall ensure that marijuana is:

- a) Transported in a secure, locked storage compartment that is part of the vehicle transporting the marijuana;
- b) Not visible from outside the vehicle; and

c) Transported in a vehicle that bears no markings that indicate that the vehicle is being used to transport marijuana nor indicates the name of the RMD.

Response: It is Seven Point's policy to be as inconspicuous as possible when delivering product and to avoid drawing attention to any vehicle for the safety of the RMD, agents and registered patients or caregivers. RMD vehicles will bear no markings that indicate that the vehicle is being used to transport marijuana nor indicates the name of the RMD. Additionally, vehicles with excessive bumper stickers, extra-large tires, tinted windows, unusual paint color, pinstriping, or raised chassis are not permitted to be used for transport, as they will only draw unwanted attention. Marijuana will be secured and transported so as not to be visible from outside the vehicle.

Seven Point will use locked transport boxes to deliver products. The Chief Executive Officer and Chief Operating Officer will each have a set of keys, and a separate set will be given to the agent responsible for inventory and to courier(s), on an as-needed basis, for the purpose of home delivery. The couriers will deliver the product to the RMD, registered qualifying patient, or personal caregiver, who will unlock it in view of the agent receiving the deliver for the RMD, the registered qualifying patient, or personal caregiver and remove all items. This reduces liability on Seven Point's part and circumvents agent theft of products.

Seven Point will be using specially designed transport boxes with two separate embedded locks designed by security specialists. The transport boxes are designed to be the strongest and most durable in the industry. They are currently in use in industrial construction companies, and art and jewelry dealers for shipping precious cargo that requires ultimate security.

The transport box is constructed with heavily reinforced 16-gauge steel construction and a flat exterior, eliminating exposed handles. Dual locks are in recessed areas, making it impossible to attempt to cut locks off. Heavy-duty locking arms support the lid, and all hinges are welded on the inside of the box for extra security.

Locks are reinforced, and the laminated steel body adds strength and durability. Patented dual-locking levers offer added protection from prying and hammering, while the 7/16" hardened alloy shackle makes it tough to cut or saw off the box. Each lock is independent of the other and requires a separate key to open, thus preventing a lost key from opening the box.

The transport box will be stored within a secure, locked storage compartment that is part of the vehicle transporting the product.

During all transport, a high-powered GPS tracking device is placed inside the box and can be monitored in real-time on both the web and any smart phone that has internet and browser capability. In the unlikely event of a loss, Seven Point can work in conjunction with law enforcement to trace the missing box. Due to the unique heavy-duty

construction and locks, it would take several hours for any unauthorized person to get into the box, which is enough lead time to trace down the culprit using GPS.

Section 725.110(E)(5) – Requirement: Any vehicle transporting marijuana shall travel directly to the receiving RMD and shall not make any stops except in the case of home delivery pursuant to 105 CMR 725.110(E)(11). In case of an emergency stop, a detailed log must be maintained describing the reason for the event, the duration, the location, and any activities of personnel exiting the vehicle.

Response: Seven Point couriers will travel directly to and from RMDs and patient homes with no stops permitted, except in the case of an emergency. In case of an emergency stop (such as those described above, as well as others), a detailed log will be maintained describing the reason for the event, the duration, the location, and any activities of personnel exiting the vehicle. Vehicles must have more than a half-tank of gas prior to departing the RMD. If the fuel level is less than half of a tank, the couriers must stop and refuel prior to loading.

Section 725.110(E)(6) – Requirement: A RMD shall ensure that all delivery times and routes are randomized.

Response: Seven Point policies regarding delivery schedules are as follows:

- Times for delivery are not set up on a weekly timed schedule. For security reasons, the days of the week and times are randomized to thwart any possibility of robbery.
- Delivery times are appointed according to courier schedules, and RMD and patient needs.
- Deliveries of product are not announced on any dispensary calendar, nor are they put into any online calendar for view by the general public.
- Delivery routes are randomized for security purposes. Prior to making the first delivery, it is the responsibility of the courier to do a “test-run” from the RMD on various streets to find potential routes that are efficient in traffic and well-traveled.

Section 725.110(E)(7) – Requirement: A RMD shall staff all transport vehicles with a minimum of two (2) dispensary agents. At least one (1) dispensary agent shall remain with the vehicle at all times that the vehicle contains marijuana.

Response: Seven Point will staff the transportation service with a minimum of two (2) dispensary agents (Couriers). At least one (1) dispensary agent will remain with the vehicle at all times that the vehicle contains marijuana.

Section 725.110(E)(8) – Requirement: Each dispensary agent shall have access to a secure form of communication with personnel at the sending site at all times that the vehicle contains marijuana.

Response: Couriers will be required to carry smart phones such as iPhones, Androids, Blackberrys or other devices that have GPS technology and serve as a secure form of communication with the personnel at the sending site at all times that the vehicle contains marijuana. Should a dispensary agent not own a phone with these features, Seven Point will provide a temporary-use phone to the courier.

Section 725.110(E)(9) – Requirement: Each dispensary agent shall carry his or her DPH-issued registration card at all times when transporting marijuana and shall produce it to the Department’s authorized representative or law enforcement official upon request.

Response: Each of Seven Point’s couriers will carry his or her DPH-issued agent ID registration card at all times when transporting marijuana and will produce it to the DPH’s authorized representative or law enforcement official upon request.

Section 725.110(E)(10) – Requirement: A RMD shall report to the DPH and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents pursuant to 105 CMR 725.110(F), that occur during transport, within 24 hours.

Response: Seven Point will report to the DPH and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents pursuant to 105 CMR 725.110(F), that occur during transport, within twenty-four (24) hours. Seven Point’s security policies and procedures will contain detailed instructions for how couriers should respond if stopped by law enforcement, are involved in an accident, and/or experience diversion.

Section 725.110(E)(11) – Requirement: Home delivery of marijuana to a registered qualifying patient or a personal caregiver shall be conducted in accordance with 105 CMR 725.105(F) and 105 CMR 725.110(E).

Response: Arrival at the delivery destination will be carried out as follows:

- When the couriers are approximately five (5) minutes away from the delivery destination, courier two will telephone the registered qualifying patient or personal caregiver to inform them of the impending arrival and to alert any dispensary security team members of the arrival.
- At the moment of arrival, courier two will telephone the registered qualifying patient or personal caregiver to inform them of arrival.
- For home deliveries, the registered qualifying patient or personal caregiver will verify safety and direct courier two to exit the delivery vehicle.
- At this time, courier two will display the Seven Point ID badge in plain view for verification to the registered qualifying patient or personal caregiver.
- Likewise, courier two will verify patient or caregiver credentials, including personal identification prior to removing the transport box from the vehicle.
- If there are any unfamiliar faces present, or if credentials do not match, the Seven Point couriers will exit the premises and return to the delivery vehicle.

- After verification, courier two will remove the transport box from the vehicle and enter the delivery location.
- Courier two will call a designated agent of Seven Point (e.g. security agent) and verify his/her safe arrival.
- Once safely inside, the courier will unlock the transport box.
- In the case of home delivery, courier two will provide the registered qualifying patient or personal caregiver with a copy of the packaging invoice. The patient or caregiver will verify the accuracy of the delivery as described on the packaging invoice, will initial each line item on the invoice, then place his/her full signature at the bottom of the invoice to indicate receipt of the merchandise as documented on the packaging invoice.
- All documentation will be placed back in the locked transport box to prevent document-tampering.
- Courier two will take the transport box back to the transport vehicle and return to Seven Point.

Leaving the patient location will include the following process:

- Courier two will call Seven Point to inform staff of a completed delivery and that the Courier is on route back to the RMD.
- Courier two will verify that the phone and GPS Tracking program are active for the return trip to Seven Point.
- In the case of a home delivery, courier one will be notified by courier two to perform a security check of the immediate vicinity prior to courier two leaving the location with the empty transport box.
- Once courier one gives the all-clear signal to courier two, he/she will exit the location and place the transport box into the delivery vehicle.
- Once courier two is safely in the locked vehicle, he/she will telephone Seven Point to inform them transport is ready to depart the location for the RMD.
- The couriers will return to Seven Point using an approved randomized route without any stops.
- The couriers must telephone Seven Point for any changes in the preplanned route back to the RMD.
- When the couriers are approximately five minutes from the RMD, Courier Two will telephone Seven Point so that the designated agents can prepare for the delivery vehicle to arrive at the RMD.

Section 725.110(E)(12) – Requirement: Each vehicle used for transport of marijuana shall have a global positioning system monitoring device that is monitored by the RMD during transport.

Response: Couriers will be required to carry smartphones such as iPhones, Androids, Blackberrys or other devices that have GPS technology and serve as a secure form of communication with the personnel at the sending site at all times that the vehicle contains

marijuana. Should a dispensary agent not own a phone with these features, Seven Point will provide a temporary-use phone to the couriers.

The purpose of smart phones is to use the GPS Tracker application from an application such as AppBrain.com. The application will allow staff at the RMD to track routes used by the delivery couriers for expected arrival times at drop-off locations and in the case of an emergency. This is a safety measure for Seven Point's staff and also a deterrent so that couriers do not take any unpermitted side trips.

INCIDENT REPORTING

Section 725.110(F)(1) – Requirement: A RMD shall immediately notify appropriate law enforcement authorities and the DPH within twenty-four (24) hours after discovering the following:

- a) Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving the RMD or a dispensary agent;
- b) Any suspicious act involving the sale of marijuana by any person;
- c) Unauthorized destruction of marijuana;
- d) Any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents;
- e) An alarm activation or other event that requires response by public safety personnel;
- f) The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight (8) hours; and
- g) Any other breach of security.

Response: Seven Point will immediately notify appropriate law enforcement authorities and the DPH within twenty-four (24) hours after discovering incidents involving material inventory discrepancies, compromises to the RMD's security equipment, threats and acts of violence and security-related incidents such as theft, loss, vandalism, malicious or unauthorized use of company equipment or facilities, and allegations of employee misconduct.

Section 725.110(F)(2) – Requirement: A RMD shall, within ten (10) calendar days, provide written notice to the DPH of any incident described in 105 CMR 725.110(F)(1), by submitting an incident report in the form and manner determined by the DPH, which details the circumstances of the event, any corrective actions taken, and confirmation that the appropriate law enforcement authorities were notified.

Response: Within ten (10) calendar days of an incident, as noted above, Seven Point will submit an incident report detailing the circumstances of the event, any corrective actions taken, and confirmation that the appropriate law enforcement authorities were notified.

Section 725.110(F)(3) – Requirement: All documentation related to an incident that is reportable pursuant to 105 CMR 725.110(F)(1) shall be maintained by a RMD for no less than one year and made available to the Department and to law enforcement authorities acting within their lawful jurisdiction upon request.

Response: Seven Point will maintain all documentation related to a reported incident for no less than one (1) year and will make this information available to the DPH and law enforcement authorities upon request.

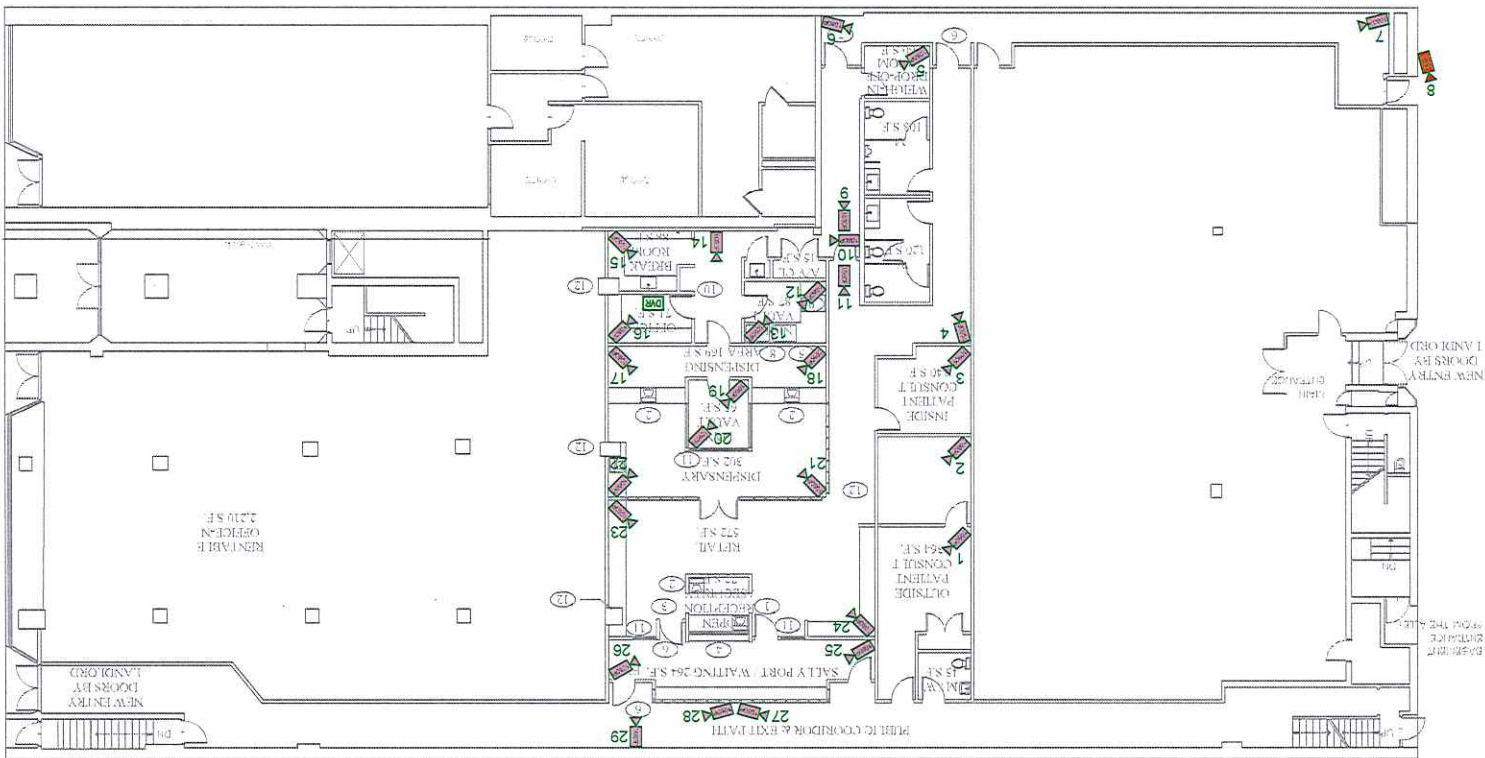
SECURITY SYSTEM AUDIT

Section 725.110(G) – Requirement: A RMD must, on an annual basis, obtain at its own expense a security system audit by a vendor approved by the DPH. A report of such audit must be submitted, in a form and manner determined by the DPH, no later than thirty (30) calendar days after the audit is conducted. If the audit identifies concerns related to the RMD’s security system, the RMD must also submit a plan to mitigate those concerns within ten (10) business days of submitting the audit.

Response: Seven Point will undertake an annual security system audit using a DPH-approved vendor. The findings of this audit will be submitted to the Department no later than thirty (30) days after the audit is conducted. Seven Point will also submit all necessary plans detailing how any findings will be mitigated within ten (10) business days of submitting the audit.



CCTV PLAN
SCALE: $\frac{1}{8}'' = 1'-0''$



- CCTV LEGEND**
- POWER SUPPLY
 - DIGITAL VIDEO RECORDER
 - INTERCOM CAMERA
 - 180° CAMERA - 20MP
 - FIXED CAMERA - 3MP
 - FIXED CAMERA - 1080P

JOB NUMBER:
171383

DATE:
08.26.15

DESIGN SET

SEVEN POINT
1140 LAKE STREET
OAK PARK, IL. 60302

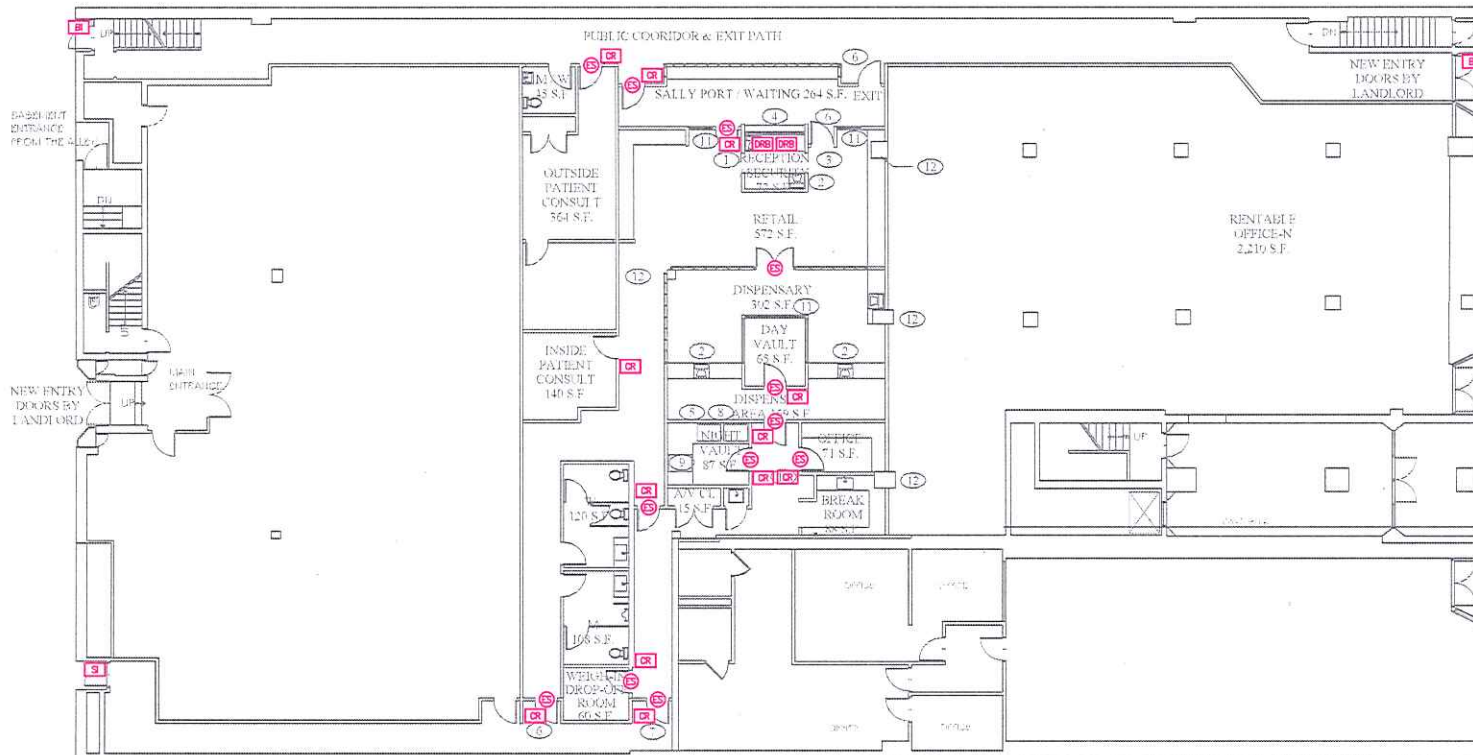


ALARM DETECTION SYSTEMS, INC.
1111 Church Road • Aurora, Illinois 60505

www.adsalarm.com
Tel 630.844.6300
Fax 630.844.5326

ACCESS LEGEND

- CR — CARD READER
- DRB — DOR RELEASE BUTTON
- EDH — ELECTRONIC DOOR HARDWARE
- ES — ELECTRIC STRIKE
- SI — STANDARD INTERCOM
- BI — BUILDING/MULTI-TENANT INTERCOM



ACCESS PLAN

SCALE: $\frac{1}{16}'' = 1'-0''$

ALARM DETECTION SYSTEMS, INC.
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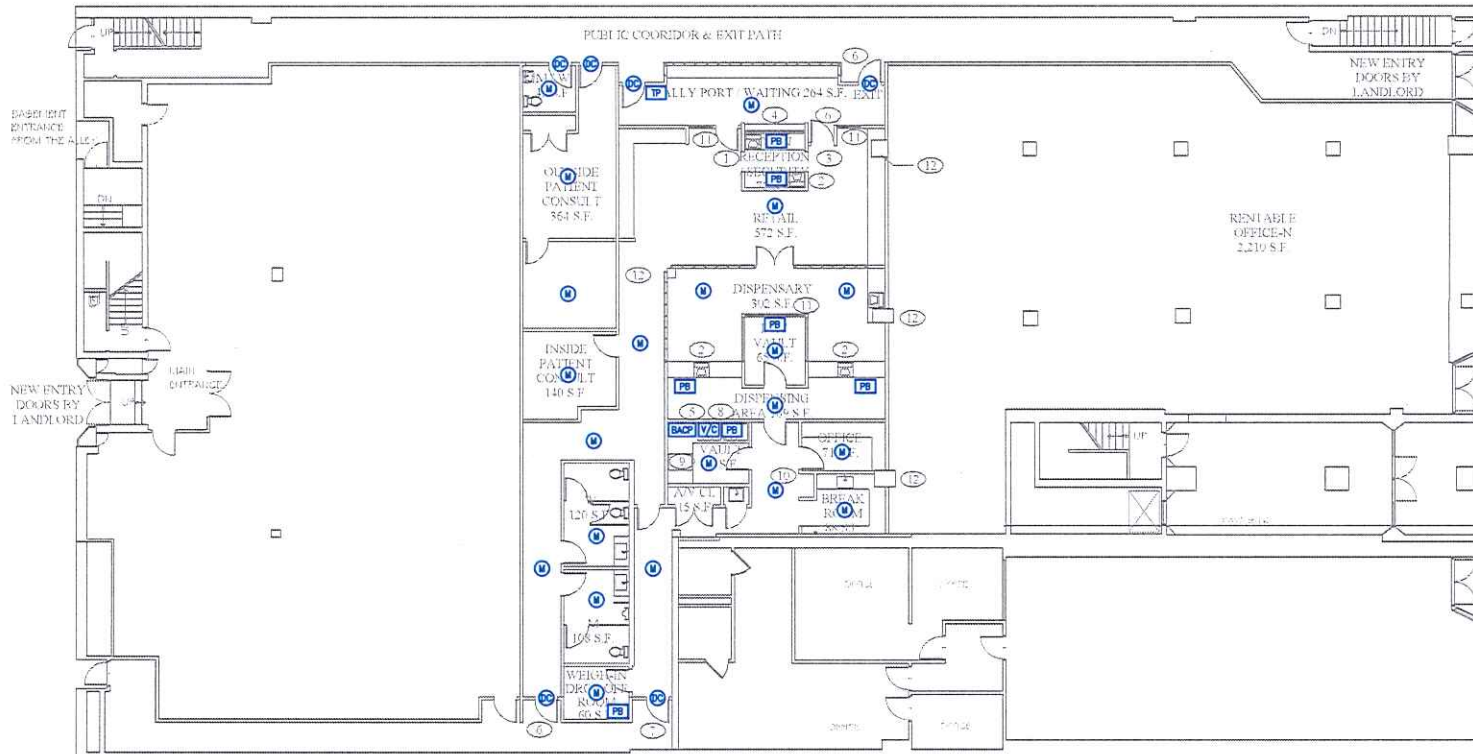
SEVEN POINT
1140 LAKE STREET
OAK PARK, IL. 60302

JOB NUMBER:
171383

DATE:
08.26.15
DESIGN SET

BURGLAR ALARM LEGEND

- MOTION DETECTOR CEILING MOUNT
- INDOOR SIREN
- TOUCH PAD / KEY PAD
- PANIC BUTTON
- GLASS BREAK
- VIBE AND SAFE CONTACT
- DOOR CONTACT
- BURGLAR ALARM CONTROL PANEL



SECURITY PLAN

SCALE: $\frac{1}{16}'' = 1'-0''$

ALARM DETECTION SYSTEMS, INC.
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Tel 630.844.6300
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SEVEN POINT
1140 LAKE STREET
OAK PARK, IL. 60302

JOB NUMBER:
171383

DATE:
08.26.15
DESIGN SET

SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION

*Attach a letter of support or non-opposition, using one of the templates below (Option A or B), signed by the local municipality in which the applicant intends to locate a dispensary. The applicant may choose to use either template, in consultation with the host community. If the applicant is proposing a dispensary location and a separate cultivation/processing location, the applicant **must** submit a letter of support or non-opposition from **both** municipalities. This letter may be signed by (a) the Chief Executive Officer/Chief Administrative Officer, as appropriate, for the desired municipality; or (b) the City Council, Board of Alderman, or Board of Selectmen for the desired municipality. The letter of support or non-opposition must contain the language as provided below. The letter must be printed on the municipality's official letterhead.*

Template Option A: Use this language if signatory is a Chief Executive Officer/Chief Administrative Officer

I, [Name of person], do hereby provide [support/non-opposition] to [name of non-profit organization] to operate a Registered Marijuana Dispensary ("RMD") in [name of city or town].

I have verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Name and Title of Individual

Signature

Date

Template Option B: Use this language if signatory is acting on behalf of a City Council, Board of Alderman, or Board of Selectman

The [name of council/board], does hereby provide [support/non-opposition] to [name of non-profit organization] to operate a Registered Marijuana Dispensary in [name of city or town]. I have been authorized to provide this letter on behalf of the [name of council/board] by a vote taken at a duly noticed meeting held on [date].

The [name of council/board] has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

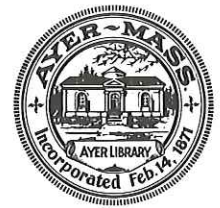
Name and Title of Individual (or person authorized to act on behalf of council or board) *(add more lines for names if needed)*

Signature *(add more lines for signatures if needed)*

Date

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: _____

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: September 11, 2015

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Town Administrator's Report for the September 15, 2015 Board of Selectmen Meeting

Dear Honorable Selectmen,

I offer the following Town Administrator's Report for the September 15, 2015 Board of Selectmen 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 oral Administrative Update at the meeting on September 15, 2015 highlighting various initiatives, projects, and issues undertaken by the Administration since the September 1, 2015 meeting. With the Special Fall Town Meeting just over a month away, significant time is being devoted to the preparation of the Warrant for the October 26, 2015 Special Fall Town Meeting Warrant. Additionally, the Town Accountant is in the process of closing the books in preparation of having the Town's free cash certified by the DOR prior to the Special Fall Town Meeting.

The following is a status report of various items:

1. Town Hall Carpet Replacement Project: All of the offices of the Town Hall will be complete with new carpeting by September 25th. The project though a significant logistical undertaking has gone very smoothly and has been a success. A special thanks to Mr. Dan Sherman, Facilities Director for all of his efforts.
2. Special Fall Town Meeting: Scheduled for Monday, October 26, 2015 at 7pm in the Great Hall of the Town Hall. All Warrant Articles (including Citizens Petitions) are due no later than Friday, September 25, 2015 at 12pm. Drafting and preparation of the Warrant is underway.

3. Comprehensive Plan Committee: The first meeting of the Comprehensive Plan Committee will be on Tuesday, September 29, 2015 at 6pm in the Ayer Town Hall. Extensive preparation by the Administration for this first meeting and to ensure that this is a successful endeavor has taken place over the summer months.
4. FY 2017 Budget Process: The FY 2017 Budget Process will soon be underway with the Capital Planning Committee commencing with its work in the middle of October; the Water and Sewer Rate Committee to meet on September 28, 2015 at 3pm; Tax Classification Public Hearing for November; and the Finance Committee is looking at changing this year's Budget Process in terms of the number and type of Departmental Budget Meetings (more information to be forthcoming after their September 23, 2015 meeting).

Credit Card Policy:

At the request of various Departments and in the interests of improving the way in which the Town does business, the Town has developed a Credit Card Policy over the last couple of months for review and consideration by the BOS. The attached policy was developed by the Town Administrator and Town Accountant and has been presented at Department Head Staff Meetings and has been vetted by Town Counsel. I am respectfully recommending that the BOS consider voting to approve this Credit Card Policy (See Attached).

Nuisance Bylaw Discussion:

Attached is the most recent DRAFT of the proposed Nuisance Bylaw for consideration by Town Meeting on October 26, 2015. The attached DRAFT is the result of the interdepartmental review that was conducted using the Town of Framingham's Bylaw as a model. The attached Memo and DRAFT provides the comments/changes from Departments as well as a plan of action in terms of next steps to move this forward for Town Meeting consideration on October 26, 2015 (See Attached).

Attachment(s): Credit Card Policy
Nuisance Bylaw Memo and DRAFT (Revised)

Carly Antonellis

From: Mark R. Reich [REDACTED]
Sent: Thursday, September 10, 2015 3:23 PM
To: Robert Pontbriand
Cc: Carly Antonellis
Subject: RE: DRAFT Credit Card Use Policy
Attachments: KP-#530859-v1-AYER_Credit_Card_Policy.DOCX

Robert –

Attached is a redline version of the proposed credit card policy showing my recommended changes. Of primary concern is that purchases be verified before final payment is made so as to satisfy the requirements of G.L. c. 41, sec. 56. I have added a requirement that the Town Accountant verify receipt of goods and services.

I have deleted reference to purchase of food and payment for travel as I do not recommend encouraging such use of the card system. This use could, of course, be approved is necessary based upon a particular need. In general, it is important that the use of the cards not substitute for appropriate procurement procedures as the provisions of G.L. c. 30B and other financial safeguards and requirements shall continue to be applicable to Town purchases.

I note that the policy references possible disciplinary action for misuse of the cards. Please note that a policy providing for such action may require union bargaining as it may impact employment conditions. You may wish to consider revision of these provisions so as to avoid this issue.

Please contact me with any further questions regarding this matter.

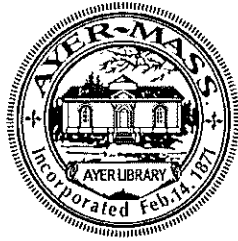
Thank you.

Mark

Mark R. Reich, Esq.
Kopelman and Paige, P.C.
101 Arch Street
12th Floor
Boston, MA 02110
[REDACTED]

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and its attachments, if any, and destroy any hard copies you may have created and notify me immediately.

From: Robert Pontbriand [<mailto:ta@ayer.ma.us>]
Sent: Wednesday, September 09, 2015 12:08 PM
To: Mark R. Reich
Cc: Carly Antonellis
Subject: FW: DRAFT Credit Card Use Policy



Town of Ayer Credit Card Use Policy

1) Purpose

To establish the Policy and Procedures for the use of Town credit cards by department heads or their designee. These procedures are intended to accomplish the following:

- To ensure that procurement with credit cards is accomplished pursuant to the policy and procedures established by the Board of Selectmen
- To enhance productivity, significantly reduce paperwork, improve internal controls and reduce the overall cost associated with approved purchases as listed below
- To ensure appropriate internal controls are established within each department procuring with credit cards so that they are used for authorized purposes only
- To ensure that the Town bears no legal liability from inappropriate use of credit cards

2) Scope

The Town Administrator will make all decisions regarding the issuance of individual cards and the establishment of any and all additional controls of their use. The limit on each card shall be \$2,000.00.

3) Policy

A. The Town credit card is only to be used in the following situations:

- Emergencies that are of a public safety nature
- Only if a purchase order cannot be issued or cannot be paid through the normal accounts payable warrant process
- Charges for supplies and equipment shall not exceed \$500 per item without approval from the Town Administrator
- Conference/Training Registration
- Other items specifically authorized by the Town Administrator

- B. The credit card will not be used for personal purchases of any kind. Use of credit cards for personal purchases or expenses with the intention of reimbursing the Town is prohibited and may result in disciplinary action.
- C. Splitting of charges to avoid the \$500 transaction limit (without approval of Town Administrator) set for the credit card is prohibited.
- D. Department heads are required to authorize payment of the charge on their receipt. This includes charges made by any designated individual.
- E. No cash advances (ATM, traveler's checks, money orders, etc.) are allowed using the credit card.
- F. The credit card is not to be used to pay invoices or statements of any kind.
- G. All purchases made with credit cards shall be paid for within the grace period so that no interest charges or penalties will accrue.
- H. Any incentive program benefits derived by the use of Town credit cards will be the property of the town. The Town Administrator will determine the use of such incentive program benefits.
- I. All cardholders should take all measures necessary to ensure the security of the credit card and the card number. Cardholders shall not give their card or their card number to others to use on their behalf.
- J. Lack of proper documentation or authorizations may result in loss of credit card privileges and/or personal liability.
- K. Misuse of a Town credit card by an authorized employee may result in loss of the credit card and/or disciplinary action against the employee, up to and including termination of employment.
- L. The cardholder will provide all information required by the financial institution issuing the card in order to receive a Town credit card, including social security information as required by the Federal Patriot Act.
- M. When using the credit card, the Town employee must ensure that the goods or services to be purchased are budgeted and allowable expenditures. All unauthorized expenses will not be

paid by the Town of Ayer. The Town reserves the right to collect payment for unauthorized expenditures from the employee.

- N. The employee is responsible for managing any returns or exchanges and ensuring that proper credit is received for returned merchandise. The cardholder should review the next statement to ensure that the return was properly credited.
- O. The credit card is not to be used for personal purchases with the intent of reimbursement afterwards. Random audits may be conducted for credit card activity and receipt retention as well as other internal accounting controls.
- P. It is the responsibility of the employee to immediately notify the Town Administrator or his designee of any lost or stolen credit card.
- Q. The Town of Ayer is a municipal government exempt from sales tax. Sales tax should not be included with the cost of any purchase. Please be sure to have a copy of the Town's tax exempt certificate with you when making a purchase (See Appendix A). Sales tax costs cannot be paid with Town funds. The individual making the purchase may be personally responsible for payment of sales tax.

4) Procedure

- A. Employees who need to use the credit card account must ask first for permission from the Town Administrator or his designee to be placed on the official list of authorized users.
- B. Employees must sign out the credit card for use (See Appendix B) and maintain physical possession of the card at all times. All users must follow secure practices for online credit card use as determined by the IT Director.
- C. The Town of Ayer will be billed monthly on one statement, which will go to the Town Accountant. Itemized receipts must be obtained by the cardholder and turned in to the Town Accountant (either via email scanned PDF or a hard copy) within one week of purchase date. It is incumbent upon each department head to submit invoices to the Accounting Department promptly so as to avoid interest fees and late charges. If receipts are submitted late causing finance charges, the responsible party may have the credit card use revoked.
- D. The Town Accountant shall verify that goods and/or services purchased with the credit card have been received by the Town prior to authorizing payment.
- E. The credit card will be reconciled monthly by the Town Administrator/Accounting Office for unauthorized charges and other discrepancies.

- F. The use of the credit card is a privilege but also requires greater vigilance and responsibility. Employees must follow all existing procedures set forth by the Town Administrator's Office and the Accounting Office for their purchases or face disciplinary measures including dismissal, repayment of unauthorized expenditures and criminal charges.
- G. Each authorized cardholder must sign an Agreement to Accept Town Credit Card prior to issuance of the credit card. Forms will be kept on file in the Town Accountant's Office.
- H. When using the Town credit card, the authorized cardholder shall:
 - Determine if the intended purchase is within the cardholder's credit card limits.
 - **Inform the merchant that the purchase is tax exempt. The tax exempt number is 046-001-078. Review the receipt before leaving the store and request a credit if taxes were charged in error. (See Appendix A)**
 - **Obtain an itemized receipt for all purchases**
- I. It is the cardholder's responsibility to retain the receipts and other documentation.
- J. Upon separation of employment, cardholders shall surrender their Town credit card to the Town Administrator on or before their last day of work and prior to issuance of final compensation to the cardholder.

5) Audits

Random audits will be conducted for both card activity and receipt retention as well as statement review by the Finance Department. The detailed activity is also reviewed annually by the town's independent auditing firm.

6) Authority

These policies are adopted by the Board of Selectmen as the Town's Chief Executive Officer in accordance with MGL c. 4, sec. 7, cl. Fifth B as it relates to their management of the Town's prudential affairs and their authority over expenditures.

Jannice L. Livingston, Chair

Gary J. Luca, Vice-Chair

Christopher R. Hillman, Clerk

TOWN OF AYER
BOARD OF SELECTMEN

APPENDIX A

ST-2

MASSACHUSETTS DEPARTMENT OF REVENUE

CERTIFICATE OF EXEMPTION



Certification is hereby made that the organization herein named is an exempt purchaser under General Laws, Chapter 64H, Sections 6(d) and (e). All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation. Willful misuse of this Certificate of Exemption is subject to criminal sanctions of up to 1 year in prison and \$10,000 (\$50,000 for corporations) in fines. (See reverse side).

*
TOWN OF AYER
ONE MAIN STREET
AYER, MA 01432

EXEMPTION NUMBER E

046-001-078

ISSUE DATE

01-02-90

CERTIFICATE EXPIRES ON

NONE

NOT ASSIGNABLE OR TRANSFERABLE

COMMISSIONER OF REVENUE
STEPHEN W. KIDDER

DRAFT

APPENDIX B

**ADMINISTRATIVE REGULATION
AGREEMENT TO ACCEPT TOWN CREDIT CARD**

I, _____, hereby acknowledge receipt of a Town of Ayer Credit Card, number
(First and Last Name)

(Last Four Digits of Credit Card)

As a Cardholder, I agree to comply with the terms and conditions of this Agreement and the provisions of the Town of Ayer Credit Card Use Policy, as may subsequently be revised. I acknowledge receipt of the Policy and I have read and understand its terms and conditions. I understand the Town of Ayer is liable to the financial institution for all charges made by me.

As the holder of this credit card, I agree to accept responsibility for the protection and proper use of this card as outlined in the regulations. I understand that the Town will audit the use of this credit card. I understand that I am responsible for retaining all receipts for processing to the Finance Department and that failure to provide receipts may result in personal liability. I understand that I cannot use the credit card for personal use even if the intent is to reimburse the Town. I understand the use of the card does not circumvent the Town's Purchasing Policy.

I further understand that improper use of this credit card may result in disciplinary action, up to and including termination of employment and in accordance with applicable Collective Bargaining Agreement and/or Town Personnel Policy. I also agree to allow the Town of Ayer to collect any amounts owed by me even if I am no longer employed by the Town.

If the Town initiates legal proceedings to recover amounts owed by me under this Agreement, I agree to pay all legal fees incurred by the Town in such proceedings. I understand the Town may terminate my rights to use this credit card at any time for any reason.

I agree to return the credit card to the Town of Ayer immediately upon request or upon termination of employment.

Cardholder

Date

Department Head Authorization (If cardholder is designee)

Date

Town Administrator

Date

Town Accountant

Date

Board of Selectmen

MEETING TUESDAYS AT 7:00 P.M. • UPPER TOWN HALL • 1 MAIN STREET • AYER, MASSACHUSETTS 01432



Tel. (978) 772-8220
Fax. (978) 772-3017

Town Administrator
(978) 772-8210

MEMORANDUM

DATE: September 10, 2015

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

A handwritten signature in black ink, reading 'R.A.P.', is written over the printed name of Robert A. Pontbriand.

SUBJECT: DRAFT Proposal to Update/Amend the Nuisance Bylaw

Dear Honorable Selectmen,

Attached is the most recent DRAFT Proposal to Update/Amend the Town's Nuisance Bylaw. The attached DRAFT incorporates the changes/comments/suggestions as a result of the interdepartmental review of the Framingham Bylaw which was used as the model. The attached DRAFT includes all of the "track changes" for your review.

In terms of next steps, in order to keep with the BOS timeline of inclusion on the Special Fall Town Meeting Warrant, it is respectfully recommended that the BOS authorize this DRAFT to be reviewed by Town Counsel. Upon receipt of Town's Counsel's legal review it will be transmitted for one final departmental review.

At the October 6th BOS upon the legal review and final departmental review, the BOS would then respectfully approve the proposed Bylaw amendment language for inclusion on the Special Fall Town Meeting Warrant for Town Meeting to consider on October 26, 2015.

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

Thank you.

Attachment: DRAFT Proposal to Update/Amend the Nuisance Bylaw (with track changes)

Town of Ayer
DRAFT
Nuisance By-Law Proposal



*[Updated DRAFT to Include Track Changes as a Result of Departmental Review
9/10/2015]*

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1. AUTHORITY AND PURPOSE

Pursuant to the general powers granted to cities and towns by Article 89 of the Amendments to the Massachusetts Constitution, and the specific powers granted by Massachusetts General Laws, Chapter 139, Sections 1-3A, this Bylaw is adopted for the prevention of future nuisances and the removal of existing nuisances within the Town, which nuisances constitute a hazard of blight, or adversely affect property values.

2. DEFINITIONS

- A) Blight - Any condition that seriously impairs the value, condition, strength, durability or appearance of real property, including real property owned or occupied by an Interested Party as defined in section 2E.
- B) Building - A structure, whether portable or fixed, with exterior walls or firewalls and a roof, built, erected or framed, of a combination of any materials, to form shelter for persons, animals, or property. Also, see 2J.
- C) Dilapidated - A condition of decay or partial ruin by reason of neglect, misuse, or deterioration. The term includes, but is not limited to:

Property having deteriorated ~~or ineffective waterproofing of exterior walls~~, roofs, foundations or floors, including broken or inadequately secured windows or doors;

Comment [rap1]: Recommended removed per Building Commissioner.

Property having defective weather protection (such as paint, stain, siding or tarpaulin) for exterior wall covering; deleterious weathering due to lack of such weather protection other protective covering;

Comment [rap2]: Recommended removed per Building Commissioner as being overreaching.

Personal property that is broken, rusted, worn, partially or wholly dismantled or otherwise due to deterioration is unsuitable for the purpose for which designed.

- D) Hazard - A condition likely to expose persons to injury, or property to damage, loss or destruction.
- E) Interested Parties - In connection with the notification requirements of this bylaw Interested Parties are the Building Commissioner; owner(s) and/or occupants of property which is the subject of a hearing; owners and/or occupants of property directly opposite the subject property on any public or private street or way, owners and/or occupants of property

abutting the subject property, and owners and/or occupants of property abutting, and that is within 300 feet of, the property line of the subjected property. Other persons who own or occupy property and who demonstrate to the satisfaction of the Building Commissioner that they are affected by the condition of the property or building that is the subject of a hearing may be regarded as Interested Parties by the Building Commissioner.

F) Nuisance - Any substantial interference with the common interest of the general public in the maintaining decent, safe, and sanitary structures that are not dilapidated, and neighborhoods, when such interference results from the hazardous or blighted condition of private property, land or buildings. Any substantial interference with any public place, street or private way to include the placement of snow, ice, and any other debris that interferes with safe passage on any public roadway or sidewalk. The fact that a particular structure or use may be permitted under the Zoning Bylaw does not create an exemption from the application of this bylaw. The term includes but is not limited to:

Comment [rap3]: Expanded to cover public and private ways as well as sidewalks per Police Chief.

(a) burned structures not otherwise lawfully habitable or usable,

~~(b) dilapidated real or personal property,~~

Comment [rap4]: Removed per Building Commissioner as being too vague and overreaching

(c) dangerous or unsafe structures or personal property,

(d) overgrown vegetation which may harbor rats and vermin, conceal pools of stagnant water or other nuisances, or which is otherwise detrimental to neighboring properties or property values,

(e) dead, decayed, diseased or hazardous trees, debris or trash,

(f) signs that block or obscure the line of site for vehicular and/or pedestrian traffic as described in section XX of the sign bylaw,

Comment [rap5]: Town does not have separate Sign Bylaw in terms of placement, etc. on public lands. This provisions would address signs that create a nuisance in terms of line of sight.

(g) personal property that is exposed to the elements without protection against deterioration, rust or dilapidation,

(h) vehicles, machinery or mechanical equipment or parts thereof that are located on soil, grass or other porous surfaces that may result in the destruction of vegetation or contamination of soil,

~~(i) in any Residence District, keeping of more than one commercial vehicle, or of a tractor that exceeds a gross vehicle weight of three-quarters (3/4) of a ton for hauling a van or trailer as defined by the Registry of Motor Vehicles,~~

Comment [rap6]: Removed as abandoned vehicles are covered under the Town's abandoned/unregistered vehicle bylaw

~~(j) personal property that has been placed for the collection as rubbish or refuse in violation of Article VI, section 4.1 of the Town Bylaws other than as approved by the Director of Public Works, or left in public view for more than seven days.~~

Comment [CMA7]: Deleted because appears to be specific to Framingham

- G. Occupant - A person who occupies real property with the consent of the owner as a lessee, tenant at will, licensee or otherwise. The singular use of the term includes the plural when the context so indicates.
- H. Owner - Every person who alone or jointly or severally with others (a) has legal title to any building, structure or property to this Bylaw; or (b) has care, charge, or control of any such building structure or property in any capacity including but not limited to agent, executor, executrix, administrator, administratrix, trustee or guardian of the estate of the holder of legal title; or (c) lessee under a written letter agreement; or (d) mortgage in possession; or (e) agent, trustee or other person appointed by the courts.
- I. Responsible Party - The owner or occupant (in the case of real property) of property that is the subject of proceedings under this by-law. The singular use of the term includes the plural when the context so indicates.
- J. Structure - A combination of materials, whether wholly or partially level with, above or below the surface of the ground, whether permanent or temporary, assembled at a fixed location to give support, shelter or enclosure such as a building, (see above), framework, retaining wall, stand, platform, bin, fence (having a height at any point of six feet or greater above grade), parking area sign, flagpole, or mast for an antenna or the like.

3. **ADMINISTRATION AND ENFORCEMENT**

- A. This Bylaw shall be enforced by the Building Commissioner and/or the Police Department. The Board of Health and/or Nashoba Boards of Health shall enforce this bylaw as it relates to the State Sanitary Code.

Comment [rap8]: Enforcement expanded to include Police Department and BOH and Nashoba Boards of Health (when State Sanitary Code is involved) per Police Chief and Building Commissioner to expand authority.

If the Building Commissioner and/or the Police Department shall be informed or have reason to believe that any provision of this Bylaw has been, is being, or is likely to be violated, he shall make or cause to be made an investigation of the facts, including an investigation of the property where the violation may exist. If he finds any violation he shall give immediate notice in writing to the Owner and to the Occupant of the premises and shall immediately cease. In making such inspection, the Building Commissioner and/or Police Department shall have such right of access to premises that may be lawfully exercised by him under the laws and constitution of the Commonwealth or of the United States.

If, after such notice and order, such violation continued, or if any Owner or Occupant fails to obey any lawful order of the Building Commissioner with respect to any violation of the provisions of the Bylaw, the Building Commissioner may make complaint to the Superior Court or any court of competent jurisdiction an any injunction or order restraining any further use of the premises and the continuation of the violation and shall take such other action as is necessary to enforce the provisions of this Bylaw.

In addition to the foregoing remedy, whoever violates any provision of this Bylaw or fails to obey any lawful order issued by the Building Commissioner and/or Police Department in enforcing this Bylaw shall be liable to a fine of not more than three hundred (\$300.00) for

each violation. Each violation of this Bylaw shall constitute a separate offense. Each day that any such violation continues shall constitute a separate offense.

Comment [rap9]: In conformance with the Town's Non-Criminal Disposition Bylaw

The Building Commissioner may require disclosure to him/her of the identity of the person bringing a complaint of nuisance. The Building Commissioner may require that such complaint be made under oath or subject to the penalties of perjury. If the Building Commissioner determines that a reported condition may warrant immediate action, constitute a substantial violation of this Bylaw, or adversely affect protected interests of others than the complainant, the Building Commissioner may commence action under this Bylaw without requiring the disclosure of the identity of the complainant.

If the Building Commissioner determines that the condition is subject to the jurisdiction of the Board of Health or is a violation of the State Sanitary Code or any health regulation, in addition to enforcing this Bylaw, he shall refer the matter to the [Board of Health](#) ~~Director of Public Health~~ of the town [and/or the](#) appropriate state or town officials for action.

During his investigation of the matter, the Building Commissioner may consult, but is not required to do so, with any Interested Party in an attempt to obtain voluntary compliance with this Bylaw without the need to issue a notice of violation.

B. **Notice to Complainant** - In any matter in which a complaint has been made by a person other than the Building Commissioner, the Building Commissioner shall promptly notify the complainant in advance of all conferences or proceedings concerning resolution of the nuisance complaint or of any enforcement action and the complainant shall be allowed to be present and to be heard.

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C. **Removal of Nuisance by Selectmen** - If the Responsible Party fails to remedy the nuisance upon notice from the Building Commissioner to do so, the Board of Selectmen may cause the nuisance to be removed as provided in General Laws c. 139.


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D. **Review by the Town Administrator** - Any Interested Party who has filed a written complaint of a nuisance with the Building Commissioner upon which complaint the Building Commissioner has determined that the condition is not a nuisance, or has taken other action that the Interested Party claims is inadequate shall have a right to a review of the matter by the Town Administrator. At the request of such an Interested Party, the Town Administrator shall confer with the Building Commissioner [and/or the Police Department](#) and shall recommend appropriate action to the Building Commissioner and to the Board of Selectmen.

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E. **Reports by Building Commissioner** - The Building Commissioner shall file with the Town Administrator each month a report that shall include all complaints of nuisance made to him during the prior month; all proceedings begun by him under this Bylaw; all pending complaints and all investigations and enforcement actions taken by him or referred to the Commissioner of Public Health. The report shall state the location of the premises, a summary of the nature of the complaint, the name of the Responsible Party(ies), and the disposition or the status of the matter.

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THE 189TH GENERAL COURT OF
THE COMMONWEALTH OF MASSACHUSETTS

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	Section 9A1/2	Reimbursement of governmental unit for healthcare premium contribution received by retiree with creditable service attributable to service in one or more other governmental units	PREV NEXT

[Text of section applicable as provided by 2010, 131, Sec. 200.]

Section 9A1/2. Whenever a retired employee or beneficiary receives a healthcare premium contribution from a governmental unit in a case where a portion of the retiree’s creditable service is attributable to service in 1 or more other governmental units, the first governmental unit shall be reimbursed in full, in accordance with this paragraph, by the other governmental units for the portion of the premium contributions that corresponds to the percentage of the retiree’s creditable service that is attributable to each governmental unit. The other governmental units shall be charged based on their own contribution rate or the contribution rate of the first employer, whichever is lower.

The treasurer of the first governmental unit shall annually, on or before January 15, upon the certification of the board of the system from which the disbursements have been made, notify the treasurer of the other governmental unit of the amount of reimbursement due for the previous fiscal year and the treasurer of the other governmental unit shall immediately take all necessary steps to insure prompt payment of this amount. In default of any such payment, the first governmental unit may maintain an action of contract to recover the same, but there shall be no such reimbursement if the 2 systems involved are the state employees’ retirement system and the teachers’ retirement system.

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



Tuesday September 1, 2015
Meeting Minutes

Broadcast and Recorded by APAC

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

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

Call to Order: J. Livingston called the meeting to order at 7:00 PM.

Review and Approve Agenda: R. Pontbriand asked to amend the agenda by adding under his report an update on the Sex Offender Residency Bylaw given the Massachusetts Supreme Court's decision made last week.

Motion: A motion was made by C. Hillman and seconded by G. Luca to approve the agenda as amended. **Motion passed 3-0.**

Announcements: J. Livingston announced the Recycle Your Reusables event that will take place on Saturday October 17, 2015 from 9:00 AM – 2:00 PM at the Ayer Shirley Middle School located in Shirley.

Public Input: None

Superintendent Mark Wetzel, Department of Public Works: *Request for Sewer Abatement* – M. Wetzel introduced Mr. Robert Collins from the Hillside Mobile Home Park, located at 25 Groton School Road. Mr. Collins is requesting an abatement for his sewer service that resulted from a freeze-up and subsequent leak at an unoccupied property in the mobile home park. M. Wetzel stated that he reviewed the past 6 years of past usage records and determined the abatement amount (\$2,453.82 for sewer only).

Motion: A motion was made by C. Hillman and seconded by G. Luca to approve the abatement in the amount of \$2,453.82 for only sewer charges at 25 Groton School Road. **Motion passed 3-0.**

Approval of MOU for JAR Realty – As part of the expansion of their facility, JAR Realty/Catania Spagna is seeking to enter into a Memorandum of Understanding (MOU). The MOU will address the relocation of a water and sewer line in an existing easement. JAR Realty and the Town will eliminate the current easements, after the new pipes are in the ground and the meets and bounds are drawn up for the new easement agreement.

Approval of Drainage Easement for JAR Realty – M. Wetzel explained that JAR Realty was seeking a drainage easement for their roof drains only. He explained further that when the land was given to the Town by San-Val, future occupants would have rights to discharge drainage at certain location on the site.

Motion: A motion was made by G. Luca and seconded by C. Hillman to enter into a Memorandum of Understanding with JAR Realty, as outlined by the DPW Superintendent. **Motion passed 3-0.**

J. Livingston asked M. Wetzel about the status of the Stony Brook Pumping station project. M. Wetzel stated the project is on schedule and that all the parts have been ordered.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the drainage easement between the Town of Ayer and JAR Realty in accordance with the deed conditions set forth in the 1982 land transfer and outlined by the DPW Superintendent. **Motion passed 3-0.**

Intention to layout Mulberry Circle, Calvin St Extension, Blueberry Circle, Hibiscus Lane, Magnolia Drive and Samantha Lane – Town Engineer Dan Van Schalkwyk joined M. Wetzel to discuss the process of accepting a number of streets that have not been formally accepted by Town Meeting. R. Pontbriand added that this is part of a larger project, as set forth by the BOS for Town Administrator's 2015 Goals and Objectives. M. Wetzel stated that the streets are generally in good condition and the infrastructure has been spot checked.

Motion: A motion was made by G. Luca and seconded by C. Hillman the intent to layout Mulberry Circle, Calvin St Extension, Blueberry Circle, Hibiscus Lane, Magnolia Drive and Samantha Lane and send recommendation to the Planning Board. **Motion passed 3-0.**

Transfer Station Update – M. Wetzel stated that the paving upgrades needed at the Transfer Station were more involved than originally thought. The Town needs DEP approval because a portion of the paving will be done on the capped landfill. Also, the Town received no bidders. He is working with the Inspector General's Office to rebid the project.

Ms. Alicia Hersey, Office of Community Development: Ms. Hersey was in attendance to request a lien subordination on case #04-271. The owners are refinancing to obtain a more favorable interest rate and the equity taken from the home is to cover the signing costs.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the lien subordination request in the amount of \$214,194 on case #04-271, as outlined by A. Hersey. **Motion passed 3-0.**

Chief Robert Pedrazzi, Ayer Fire Department: Chief Pedrazzi explained that the Fire Department is in receipt of a donation in the amount of \$5,000 from F & P Willow Trust to provide equipment for Fire Department Use. According to Town Counsel, the gift needs to be formally accepted by the Board of Selectmen.

Motion: A motion was made by C. Hillman and seconded by G. Luca to accept the gift in the amount of \$5,000 from F & P Willow Trust for Fire Department use. **Motion passed 3-0.**

Senator Jamie Eldridge, Rep. Jen Benson and Rep. Sheila Harrington: Senator Eldridge and Representatives Benson and Harrington were in attendance to give a Beacon Hill Legislative update as well as provide time for a Q & A with the Board and town residents.

Senator Eldridge gave a brief overview of the state's FY '16 budget process.

Representative Benson gave an update of her committee assignments; as well as relevant legislation that would affect the Town of Ayer such as the Public Records law.

Rep. Harrington also spoke about the public records law legislation and the possibility that it would change if it is reported out, as the MMA is opposition to the bill. She also highlighted the Governor's Community Compact program.

The Board and the Delegation then spoke about progress of the Commuter Rail Surface Lot project. The Board and the Delegation agreed to keep in contact as the process moves forward.

G. Luca asked about a project that was funded by former Senator Pam Resor in the 2004 Transportation Bond Bill relative to improvements at the intersection of 2A/Willow Road. The delegation asked the Town to send more information and they would look into it.

Mary Spinner, 18 Myrick Street spoke about her concern with DCF services and was concerned about the children in the Commonwealth. She stated that the state needs to evaluate potential foster parents with more scrutiny.

C. Hillman added that the Ayer Shirley Regional Schools were doing great and encouraged them to visit the new high school.

Town Administrator's Report: R. Pontbriand suggested in the interest of time, the Board take up the appointment of the recommended candidate for the Conservation Administrator position.

Conservation Commission members Jess Gugino and George Bacon were in attendance to introduce Mr. Brian Colleran. He was interviewed by the Conservation Commission and is their recommended candidate for the Conservation Administrator.

Motion: A motion was made by G. Luca and seconded by C. Hillman to appoint Mr. Brian Colleran to the position of Conservation Agent with the start date of September 8, 2015. **Motion passed 3-0.**

R. Pontbriand stated that he had received a letter of interest from Ms. Bonnie Tillotson seeking appointment to the Conservation Commission.

Motion: A motion was made by G. Luca and seconded by C. Hillman to appoint Ms. Bonnie Tillotson to the Conservation Commission to fill a vacant seat, term to expire June 30, 2017. **Motion passed 3-0.**

R. Pontbriand then went over his Administrative Update, highlighting major activities and projects that are currently ongoing in Town Hall. His update included the Town Hall carpet replacement project, the Non-Union Compensation Study, the Comprehensive Plan, proposed update to the nuisance-bylaw and the opening of the 2015 – 2016 school year.

R. Pontbriand then advised the Board that as a result of the ruling of the Massachusetts Supreme Judicial Court (SJC) on Friday, August 28, 2015 in the case of Doe, et. al. v. City of Lynn, the ruling of the SJC has rendered sex offender residency bylaws (such as the Town of Ayer's) unconstitutional and unenforceable across the Commonwealth. As a result, the Town has been advised by the Chief of Police, Town Counsel, and the Massachusetts Police Chief's Association not to enforce the Town's Sex Offender Residency Bylaw pending further action by the Massachusetts Legislature. The Board authorized the Town Administrator to issue a public notification (to include the full decision of the SJC in Doe v. City of Lynn) regarding this matter.

The Board expressed their disappointment in the decision and asked that the information be disseminated to residents with the assistance of the Ayer Police Department.

Approval of the Minutes:

Motion: A motion was made by C. Hillman and seconded by J. Livingston to approve the meeting minutes from August 11, 2015. **Motion passed 3-0.**

Adjournment:

Motion: A motion was made by C. Hillman and seconded by J. Livingston to adjourn at 9:10 PM. **Motion passed 3-0.**

Minutes Recorded and Submitted by Carly M. Antonellis

Date Minutes Approved by BOS: _____

Christopher R. Hillman, Clerk: _____