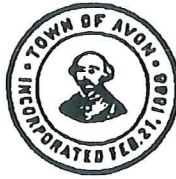


BOARD OF SELECTMEN
Steven P. Rose, Chairman
Eric S. Beckerman, Clerk
Jason L. Suzor, Associate

Gregory S. Enos
TOWN ADMINISTRATOR

Town of Avon Massachusetts



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TOWN OF AVON
2021 OCT -8 A 9:23
TOWN CLERK

BOARD OF SELECTMEN WORKSHOP MEETING SEPTEMBER 14, 2021 at 6:00 p.m.

Members Present: Steven P. Rose, Chairman
Eric S. Beckerman, Clerk
Jason L. Suzor, Associate

Others Present: Gregory S. Enos, Town Administrator
Shanna M. Faro, Executive Assistant
Joseph S. Lalli, Esq., Town Counsel
Kate Feoderoff, Esq., Mead, Talerman & Costa

Chairman Rose called the meeting to order at 6:00 p.m. with all members present. He announced that this meeting of the Board of Selectmen is being conducted via a hybrid method. The public may attend the Selectmen meetings in-person or may continue to participate via remote Zoom access. Until further notice, in-person attendees, who are not vaccinated, will be recommended to wear a mask. Chairman Rose reminded the viewing audience that people who would like to view this meeting while in progress may do so by joining the Zoom link for the videoconference. Links to watch the recorded meeting will be available on the Avon Cable Access website www.avontv.org and on the town's website www.avon-ma.gov.

Presentation by Special Counsel to the Board of Selectmen on Host Community Agreements – What Is and Isn't Allowed within the Framework of the Cannabis Control Commission

Ms. Feodoroff introduced herself to the Board as the Town's special counsel from Mead, Talerman & Costa, a law firm which focuses their concentration on municipal law. Ms. Feodoroff stated that she specializes in representing cities and towns in need of Host Community Agreements for marijuana facilities operating in their community. Ms. Feodoroff stated that for tonight's Workshop Meeting, the focus would be primarily on the terms of a Host Community Agreement or "HCA" – what is and isn't allowed pursuant to the guidelines established by the Cannabis Control Commission. Ms. Feodoroff reminded the viewing audience that there is a company requesting to operate a medical marijuana facility in Avon and should the Board decide to approve this request, by law they must establish an HCA with the company.

Ms. Feodoroff stated that although the legislature is quite broad as to the specific terms of an HCA, it is required to state the terms and conditions that the town would impose on the company regarding their operation; it allows the town to collect a community impact fee (although it is not mandatory); and should list the responsibilities of the company.

Ms. Feodoroff stated that the main concern of most municipalities when drafting an HCA is the community impact fee. She informed the Board that the law states that the most a community can mandate a facility to pay is 3% of that company's gross revenue. Those fees are to be used and directly connected to the impact of that business on the town. For example, the funds could be used for additional police services, fire services, Board of Health, or for educational programs focusing on substance abuse. Ms. Feodoroff stated that the law has a maximum of five years in which a municipality can change the community impact fee. However, the HCA may contain language that says the company and the town may renegotiate that fee at the end of the five-year term, if allowable by law. Generally, the community impact fee is deposited into the General Fund, unless a Town Meeting vote dictates another account such as a stabilization account. Ms. Feodoroff stated that gifts or donations by the company cannot be accepted unless they are counted towards the 3% community impact fee. Ms. Feodoroff stated that payment of the community impact fee can be incremented as the Board see fits, such as quarterly, or monthly, as determined by the town. Late fees and penalties, and the withholding of permits and licensure can also be applied for delinquent payment.

Ms. Feodoroff informed the Board that a concern most municipalities encounter when faced with marijuana facilities is the impact these businesses will have on traffic in the area. Ms. Feodoroff stated that a traffic study can be built into the agreement and pay the costs of a peer review. Another concern may be the design of the building. Depending on the location, the town may want to specify what the building should look like.

Another aspect to consider is gathering community support, which can be done by putting a local hiring provision in the agreement for jobs not requiring specific expertise in the field. The company must make a good faith attempt to employ residents of Avon for these career opportunities. The business owner must also work on community outreach initiatives such as having their employees volunteer hours of their time towards things such as working with the school resource officer or students to build a more robust program for drug awareness. Other facilities have their volunteers clean up litter on the town's streets. Finally, since security is a major concern, the HCA may require that the company submit a comprehensive security plan to the Police Chief. Reporting requirements are also necessary for any breach of security. The Fire Chief must also have detailed plan of the building in the event of a fire.

Ms. Feodoroff stated that the operator of the facility may also impose conditions on the town as well in the HCA. For example, the business owner may request that the town put in a buffer zone so that competitive facilities do not operate close to their business.

Ms. Feodoroff stated that the terms of the Host Community Agreement would be five years. The payment provision may exceed the terms of the agreement until such time as the fifth year of revenue is paid by the facility. Termination of the agreement would be due to breach of contract, failure to pay the community impact fee, and/or failure to meet any of the conditions listed in the HCA.

At the conclusion of Ms. Feodoroff's presentation, she fielded questions from the Board regarding the Host Community Agreement. Ms. Feodoroff stated that the next step in this process would be to negotiate with both parties on the terms of the HCA. The Board requested more information prior to moving forward with this agreement such as a copy of the tape of the public outreach meeting, any public commentary regarding this issue, along with any public comments from the Board of Selectmen's meetings on this topic. Chairman Rose stated that this Host Community Agreement would be the first HCA for the Town of Avon and it would set the precedent moving forward, therefore, it is crucial to review this matter in its entirety before a decision is made.

Adjournment

Mr. Beckerman made a motion to adjourn the Workshop Meeting at 7:55 p.m. Mr. Suzor seconded the motion. A roll call vote was held. Mr. Suzor voted aye. Mr. Beckerman voted aye. Chairman Rose voted aye. The motion carried.

Respectfully submitted,



Shanna M. Faro
Executive Assistant