

# ALPHEN & SANTOS, P.C.

ATTORNEYS AND COUNSELORS AT LAW

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[www.alphensantos.com](http://www.alphensantos.com)

Paul F. Alphen, Esquire  
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RECEIVED  
SEP 20 2016  
PERMITTING

September 20, 2016

Drew Gardens Task Force  
Town of Westford  
55 Main Street  
Westford, MA 01886

Westford Board of Selectmen  
Town of Westford  
55 Main Street  
Westford, MA 01886

RE: Westford Gateway, LLC/66-68 Boston Road, Westford

Dear members of the Task Force and Board of Selectmen:

Please accept this letter as a revised version of the letter addressed to both bodies dated September 12, 2016, to respond to a request for clarification at the September 15<sup>th</sup> Task Force meeting. We would like to address the questions that have arisen regarding the definition of "Farm to Table" and the connections between the proposed restaurant/function hall and the other agricultural parcels (APR 1 and 2 Parcels).

As proposed in the amendment to APR 3, the use of the land for restaurant/function hall purposes are expressly contingent upon the contiguous parcels (APR 1 and 2) being actively engaged in agricultural use, and the right to use the APR 3 land for a restaurant/function hall shall be forfeited if such use of said contiguous parcels is abandoned or changed.

Additionally, our client wants to do its best to incorporate locally grown fruits and vegetables, and locally sourced meat and fish, into its menu; in addition to using produce grown on site. The Restaurant (which term "Restaurant" will hereinafter refer to the proposed restaurant, lounge area and function hall), will be committed to the support of local farmers, so that the Restaurant

will have a positive impact on Massachusetts agricultural business as a whole, and not just limited to the Boston Road land.

There is no question that a restaurant is considered to be an agricultural use (exempt from zoning) provided that either during the months of June, July, August and September of each year or during the harvest season of the primary crop raised on land of the owner or lessee, 25 per cent of such products for sale, based on either gross sales dollars or volume, have been produced by the owner or lessee of the land on which the facility is located, or at least 25 per cent of such products for sale, based on either gross annual sales or annual volume, have been produced by the owner or lessee of the land on which the facility is located and at least an additional 50 per cent of such products for sale, based upon either gross annual sales or annual volume, have been produced in Massachusetts on land other than that on which the facility is located. For more detail see MGL Chapter 40A Section 3. But because of the limited land area of the three (3) APR parcels, our client cannot produce 25% of its products on site and sustain any reasonable business plan (as supported by the presenters at the July 21, 2016 Task Force meeting). However, our client can make the following commitments:

1. After the third growing season, during the harvest season of the primary crop raised on the land, at least twenty five (25%) percent of the Produce (which term "Produce" will hereinafter refer to all fruits and vegetables, sold or served raw, cooked, or otherwise prepared for consumption) sold in the Restaurant facility shall be grown on the site.
2. During the months of June, July, August and September of each year, at least fifty (50%) percent of the Produce sold in the restaurant facility shall be grown at Massachusetts farms; with a preference toward local farmers.
3. The balance of the year, our client will do its best to source its Produce from Massachusetts farms.

If our client was operating a vegetarian restaurant, using the above criteria, the Restaurant would qualify as a protected, permitted agricultural use. However, our client's menu will also contain meat, poultry and seafood. To include a wider menu while supporting local farmers, our client will also make the following additional commitments:

4. At least eighty percent (80%) of the beef, pork, lamb, and veal served at the Restaurant will come from Massachusetts farms, with a preference for local farmers.
5. At least fifty percent (50%) of the poultry served at the Restaurant will come from Vermont farms that do not use growth hormones or other non-organic means, and the balance will come from local farms in Massachusetts.

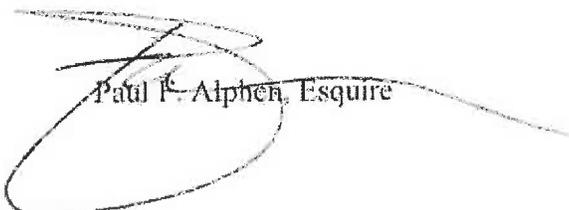
6. At least ninety (90 %) of the seafood served at the Restaurant will come from fishermen/women based in Massachusetts with the remaining ten percent (10%) sourced within New England.

Our client is committed to the support of local farmers and the cultivation of crops on APR parcels 1 and 2. Our client anticipates that the above commitments will be incorporated within conditions of approval issued by the various Westford boards applicable to the operation of its facility.

We look forward to responding to any questions you may have. Thank you for your attention to this matter.

Very truly yours,

Alphen & Santos, P.C.



Paul F. Alphen, Esquire



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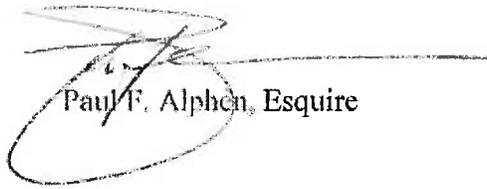
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Very truly yours,

Alphen & Santos, P.C.

A handwritten signature in dark ink, appearing to read "Paul F. Alphen", is written over a horizontal line. The signature is somewhat stylized and includes a large loop at the end.

Paul F. Alphen, Esquire

