

**TOWN OF CONCORD  
SELECT BOARD  
AGENDA**

**July 1, 2019 – 7 p.m. – Select Board Room – Town House**

1.	Call to Order
2.	<ul style="list-style-type: none"> <li>• Town Accountant Warrants</li> <li>• Minutes – 5/6, 5/20</li> <li>• Tour Guide Licenses</li> <li>• Gift Acceptance               <ul style="list-style-type: none"> <li>· Mariann Goslovich                      \$2,500                      Council on Aging Gift Account</li> </ul> </li> <li>• One Day Special Licenses               <ul style="list-style-type: none"> <li>· Fidelity Investments                      9/4,5,9-11,16-18,23-26,30,10/1-3                      5pm-8pm    40 Westford Rd    Wine &amp; Malt</li> </ul> </li> </ul>
3.	Chair's Remarks
4.	7:05 p.m. Public Hearing: Storage of Inflammable Fluids License, to amend existing license for the underground storage of liquefied petroleum gas – Eastern Propane on behalf Ziad Fares, 210 Monument Farm Road
5.	7:07 p.m. Public Hearing: Storage of Inflammable Fluids License, for the underground storage of liquefied petroleum gas – Lorden on behalf Amy Borner, 360 Great Meadows Road
6.	7:10 p.m. Continued Public Hearing: Alteration of Licensed Premises associated with existing Section 15 Retail Package Store Wine & Malt License, to remove entire second floor area (4,542 sq. ft.) and portion of first floor (980 sq. ft.) from existing licensed premises – Concord Market, 77 Lowell Road <b>(APPLICANT HAS REQUESTED CONTINUANCE TO JULY 15, 2019 MEETING)</b>
7.	7:15 p.m. Public Hearing: Alteration of Licensed Premises associated with existing Section 12 Restaurant All Alcohol License, for outdoor patio seating – Concord Brewery II, Inc. d/b/a RapsCALLION, 208 Fitchburg Turnpike
8.	Acceptance of Access Easement – 47 Warner Street
9.	Preservation Plan – Thomas Mott Shaw Estate, 317 Garfield Road
10.	Request for funds to create two units of affordable housing – Concord Housing Development Corporation
11.	Finalize 2020 Annual Town Meeting dates
12.	Update on Long Range Plan initiatives
13.	Review & Approve Capital Planning Team charge
14.	Long Range Town-wide economic vitality discussion
15.	Public Comments
16.	Committee Liaison Reports
17.	Miscellaneous/Correspondence
18.	Committee Nominations: Susan Curtin of 169 Holden Wood Road and Krysten Morganti of 136 Baker Avenue to the Library Committee; Lee Smith of 1836 Main Street and Keith Bergman of 56 White Avenue to the Affordable Housing Trust Study Committee
19.	Committee Appointments: Jim Terry of 368 College Road and Linda Miller of 300 Main Street to the Affordable Housing Trust Study Committee for terms to expire May 31, 2021; Andrew Boardman of 110 Hillcrest Road and James Burns of 1515 Main Street to the NMI/Starmet Property Re-use Planning Committee for terms to expire May 31, 2021; Peter Lowitt of 5 Westvale Drive to the Concord Housing Development Corporation for a term to expire May 31, 2022
20.	Adjourn

**PENDING**

Thursday	July 4	All Day	Independence Day	Town Offices Closed
Friday	July 5	All Day	Independence Day (observed)	Town Offices Closed
Monday	July 15	7 pm	Select Board Meeting	Town House
Monday	July 29	7 pm	Select Board Meeting	Town House
Monday	August 12	7 pm	Select Board Meeting	Town House
Monday	August 26	7 pm	Select Board Meeting	Town House

Supporting materials for agenda items are available online at [www.concordma.gov/sbmtgdocs](http://www.concordma.gov/sbmtgdocs). Materials are uploaded on the Friday before a Select Board meeting.

## Gift Acceptance Log – July 1, 2019

<b>Gift Received From</b>	<b>For Gift Account</b>	<b>Total Amount</b>
Mariann Goslovich	Council on Aging Gift Account	\$2,500.00

### Weekly One Day License Log – July 1, 2019

<b>Applicant Name &amp; License Number</b>	<b>Phone Number</b>	<b>Date</b>	<b>Location</b>	<b>Type of Alcohol</b>	<b>Event Details</b>
19-106 Fidelity Investments	781 272-3600 x50224	9/4	40 Westford Road	Wine & Malt	Event Coordinator: Scott Kiernan Bartenders: Aaron Furmanek Under 21: No First License in Concord: Yes
19-107 Fidelity Investments	781 272-3600 x50224	9/5	40 Westford Road	Wine & Malt	Event Coordinator: Scott Kiernan Bartenders: Aaron Furmanek Under 21: No First License in Concord: Yes
19-108 Fidelity Investments	781 272-3600 x50224	9/9	40 Westford Road	Wine & Malt	Event Coordinator: Scott Kiernan Bartenders: Aaron Furmanek Under 21: No First License in Concord: Yes
19-109 Fidelity Investments	781 272-3600 x50224	9/10	40 Westford Road	Wine & Malt	Event Coordinator: Scott Kiernan Bartenders: Aaron Furmanek Under 21: No First License in Concord: Yes
19-110 Fidelity Investments	781 272-3600 x50224	9/11	40 Westford Road	Wine & Malt	Event Coordinator: Scott Kiernan Bartenders: Aaron Furmanek Under 21: No First License in Concord: Yes
19-111 Fidelity Investments	781 272-3600 x50224	9/16	40 Westford Road	Wine & Malt	Event Coordinator: Scott Kiernan Bartenders: Aaron Furmanek Under 21: No First License in Concord: Yes
19-112 Fidelity Investments	781 272-3600 x50224	9/17	40 Westford Road	Wine & Malt	Event Coordinator: Scott Kiernan Bartenders: Aaron Furmanek Under 21: No First License in Concord: Yes
19-113 Fidelity Investments	781 272-3600 x50224	9/18	40 Westford Road	Wine & Malt	Event Coordinator: Scott Kiernan Bartenders: Aaron Furmanek Under 21: No First License in Concord: Yes
19-114 Fidelity Investments	781 272-3600 x50224	9/23	40 Westford Road	Wine & Malt	Event Coordinator: Scott Kiernan Bartenders: Aaron Furmanek Under 21: No First License in Concord: Yes
19-115 Fidelity Investments	781 272-3600 x50224	9/24	40 Westford Road	Wine & Malt	Event Coordinator: Scott Kiernan Bartenders: Aaron Furmanek Under 21: No First License in Concord: Yes
19-116 Fidelity Investments	781 272-3600 x50224	9/25	40 Westford Road	Wine & Malt	Event Coordinator: Scott Kiernan Bartenders: Aaron Furmanek Under 21: No First License in Concord: Yes
19-117 Fidelity Investments	781 272-3600 x50224	9/26	40 Westford Road	Wine & Malt	Event Coordinator: Scott Kiernan Bartenders: Aaron Furmanek Under 21: No First License in Concord: Yes
19-118 Fidelity Investments	781 272-3600 x50224	9/30	40 Westford Road	Wine & Malt	Event Coordinator: Scott Kiernan Bartenders: Aaron Furmanek Under 21: No First License in Concord: Yes
19-119 Fidelity Investments	781 272-3600 x50224	10/1	40 Westford Road	Wine & Malt	Event Coordinator: Scott Kiernan Bartenders: Aaron Furmanek Under 21: No First License in Concord: Yes

### Weekly One Day License Log – July 1, 2019

19-120	Fidelity Investments	781 272-3600 x50224	10/2	40 Westford Road	Wine & Malt	Event Coordinator: Scott Kiernan Bartenders: Aaron Furmanek Under 21: No First License in Concord: Yes
19-121	Fidelity Investments	781 272-3600 x50224	10/3	40 Westford Road	Wine & Malt	Event Coordinator: Scott Kiernan Bartenders: Aaron Furmanek Under 21: No First License in Concord: Yes

**Town of Concord  
SELECT BOARD'S OFFICE**

# **Memorandum**

Date: June 28, 2019

To: Select Board

From: Andrew W. Mara, Senior Administrative Assistant

Subject: List of Tour Guide licenses for approval

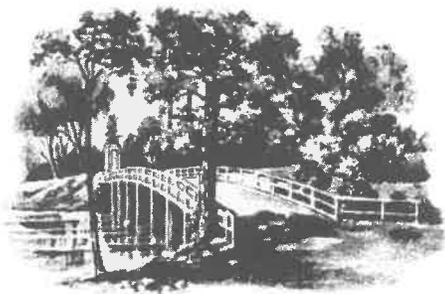
New Tour Guide license for consideration at July 1, 2019 Select Board meeting:

Matthew Ahearn

Andrew W. Mara  
Town of Concord  
PO Box 535  
Concord, MA 01742

T: 978 318-3001

F: 978 318-3002

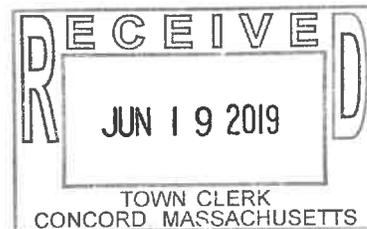


OLD NORTH BRIDGE

## TOWN OF CONCORD

SELECT BOARD'S OFFICE  
22 MONUMENT SQUARE – P.O. BOX 535  
CONCORD, MASSACHUSETTS 01742

TELEPHONE (978) 318-3001  
FAX (978) 318-3002



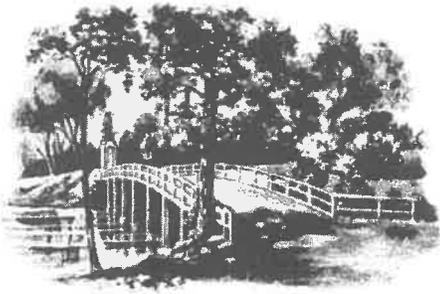
### TOWN OF CONCORD SELECT BOARD PUBLIC HEARING NOTICE

Notice is hereby given that a Public Hearing will be held at the Town House in the Select Board Meeting Room, 22 Monument Square, Concord, MA on July 1, 2019 at 7:05 p.m., upon the application of Eastern Propane on behalf of Ziad Fares, for Storage of Inflammable Fluids License, to amend existing license for the underground storage of liquefied petroleum gas at 210 Monument Farm Road. In accordance with the application received June 6, 2019, filed with the Select Board.

Questions on this matter should be directed to Michael McDermott, Eastern Propane representative, (978) 774-1930.

By Order of the Select Board

Linda Escobedo, Clerk

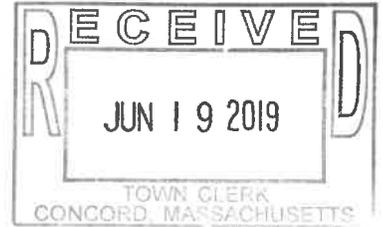


OLD NORTH BRIDGE

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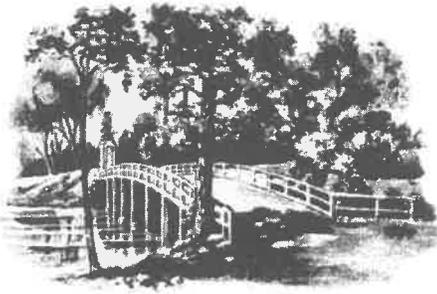
### TOWN OF CONCORD SELECT BOARD PUBLIC HEARING NOTICE

Notice is hereby given that a Public Hearing will be held at the Town House in the Select Board Meeting Room, 22 Monument Square, Concord, MA on July 1, 2019 at 7:07 p.m., upon the application of Lorden on behalf of Amy Borner, for Storage of Inflammable Fluids License, for the underground storage of liquefied petroleum gas at 360 Great Meadows Road. In accordance with the application received June 6, 2019, filed with the Select Board.

Questions on this matter should be directed to Tim Surdam, Lorden representative, (978) 852-4733.

By Order of the Select Board

Linda Escobedo, Clerk



OLD NORTH BRIDGE

## TOWN OF CONCORD

SELECT BOARD'S OFFICE  
22 MONUMENT SQUARE – P.O. BOX 535  
CONCORD, MASSACHUSETTS 01742

TELEPHONE (978) 318-3001  
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### TOWN OF CONCORD SELECT BOARD

### PUBLIC HEARING NOTICE

Notice is hereby given that a Public Hearing will be held at the Town House, 22 Monument Square, Concord, MA in the Select Board Meeting Room on May 20, 2019 at 7:15 p.m. upon the application from Concord Market, LLC, for the Alteration of Licensed Premises associated with Section 15 Retail Package Store Wine & Malt License, to remove entire second floor area (4,542 sq. ft.) and portion of first floor (980 sq. ft.) from the existing licensed premises, located at 77 Lowell Road.

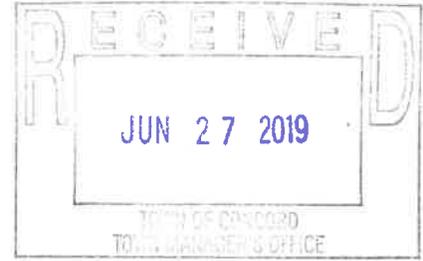
By order of the  
SELECT BOARD

Linda Escobedo, Clerk

## Andrew Mara

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**From:** James White <jamesbarrwhite@gmail.com>  
**Sent:** Thursday, June 27, 2019 9:57 AM  
**To:** Andrew Mara  
**Subject:** Concord Market/liquor license



Dear Mr. Mara,

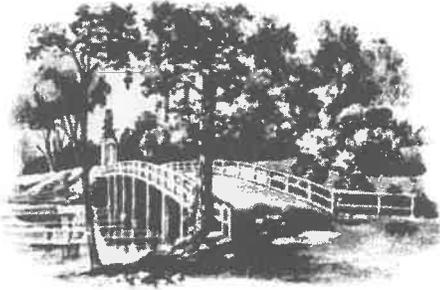
As we discussed this morning, the ZBA's decision on Concord Market's application to amend the Special Permit will not be made until July 11. Therefore, I respectfully request that the Select Board defer its action on the liquor license until it's July 15 meeting.

Thank you.

Jim

Thank you.

Jim

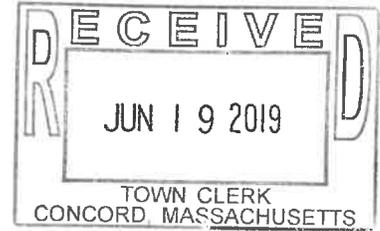


OLD NORTH BRIDGE

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22 MONUMENT SQUARE – P.O. BOX 535  
CONCORD, MASSACHUSETTS 01742

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By Order of the Select Board

Linda Escobedo, Clerk

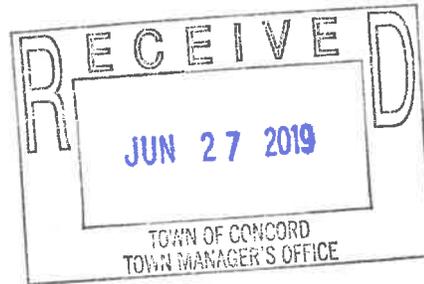


**TOWN OF CONCORD**  
**DIVISION OF NATURAL RESOURCES**  
141 KEYES ROAD, CONCORD, MASSACHUSETTS 01742  
TEL. (978) 318-3285 FAX (978) 318-3291

Delia R. J. Kaye  
Natural Resources Director

June 27, 2019

Michael Lawson, Chair  
Concord Select Board  
Town House  
22 Monument Square  
Concord, MA 01742



Re: Pedestrian Easement, 47 Warner Street

Dear Mr. Lawson:

At their June 19, 2019 public meeting, the Natural Resources Commission (NRC) unanimously voted to accept a 20-foot wide pedestrian easement, conveyed by Allison and Gordon Aley, and recommend your approval of the easement.

In 2018, the Aleys received approval to demolish the existing home and construct a new home on the shores of Warner's Pond. As part of the project, which involved extensive invasive species removal and native replantings, the Aleys wished to provide a pedestrian easement so that visitors could enjoy the views and wildlife around Warner's Pond. Benches fashioned from trees removed for the new home construction provide seating in the easement.

The homeowners invite the Select Board to view the easement area as time permits. We look forward to discussing the easement with you at the July 1, 2019 Select Board meeting.

Very truly yours,

Delia Kaye  
Natural Resources Director

cc: Allison and Gordon Aley, 47 Warner Street  
NRC  
Kate Hodges, Acting Town Manager

## ACCESS EASEMENT

THIS ACCESS EASEMENT (this "Easement") is made and entered into as of this 17<sup>th</sup> day of June, 2019, by and between GORDON THOMAS ALEY, III and ALLISON Y. ALEY, of 47 Warner Street, Concord, Massachusetts (together, "Grantor"), and THE TOWN OF CONCORD, Middlesex County, Commonwealth of Massachusetts, acting by and through its Natural Resources Commission, acting as a Conservation Commission, pursuant to Massachusetts General Laws, Chapter 40, Section 8c, as amended, having an address at 22 Monument Square, Concord, MA 01742 ("Grantee").

WHEREAS, Grantor is the owner of a certain parcel of land located at 47 Warner Street in the Town of Concord, Middlesex County, Massachusetts ("Grantor's Land") as further described in that certain deed dated August 30, 2017 and recorded with Middlesex South District Registry of Deeds (the "Registry") at Book 69889, Page 216, and as shown as "47 Warner Street" on that certain plan entitled "Easement Plan in Concord, Massachusetts," dated March 26, 2019, prepared by Stamski and McNary, Inc. (the "Plan"), a copy of which Plan is attached hereto and incorporated herein as Exhibit A;

WHEREAS, Grantor's Land abuts a certain parcel of land in said Concord owned by Grantee identified as Assessor's Map 8D Parcel 2017 ("Warner's Pond"), pursuant to that certain deed dated July 13, 1961 and recorded with Registry at Book 9847, Page 372, shown as "Warners Pond" on the Plan; and

WHEREAS, Grantor desires to provide, and Grantee desires to acquire, certain limited rights for access over a portion of the Grantor's Land between Warner Street and Warner's Pond, which portion is shown as "20' Wide Pocket Park Easement" (the "Easement Area") on the Plan, for the purposes of pedestrian ingress and egress and passive recreation, in accordance with the terms and conditions of this Easement.

NOW, THEREFORE, for consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys to Grantee, with quitclaim covenants, a non-exclusive, perpetual easement in gross on, over, across, and along the Easement Area for the limited purposes of pedestrian access and passive recreation, including, but not limited to, walking, the use of wheelchairs or other handicapped devices, motorized or not, the walking of domestic animals on leashes, scenic enjoyment, and sitting on the Benches (as defined below), in accordance with the following terms and conditions:

1. Grantee shall be entitled to permit its invitees and guests as well as members of the general public on, over and across the Easement Area during daylight hours for the purposes identified above.

2. Grantor (but not Successor or Assigns) agrees to and shall provide, maintain, repair, and replace as necessary, at all times during the term of this Easement and at its sole cost and expense, two (2) benches to be located within the Easement Area (the "Benches"). The size, type, and locations of the Benches shall be subject to the approval of Grantee.

3. Grantee shall have the right, but not the obligation, to maintain, at Grantee's election and expense, a trail of not more than ten feet (10') wide within the Easement Area providing ingress and egress to the Benches (the "Trail"). Said maintenance may include clearing of vegetation and installing a base, woodchips, mulch, or other similar material, but not paving or other impermeable surface.

4. Grantor shall not (i) place nor permit to remain any improvements within the Easement Area except the Benches; or (ii) interfere with Grantee's use of the Easement Area for the purposes contemplated by this Easement.

5. Grantee shall have the right but not the obligation to post and maintain notices to users regarding use of the Easement Area, including a notice that users are expected to use the Easement Area quietly. In the event Grantee does not post and maintain such notices, Grantor may post and maintain such notices at Grantor's sole cost and expense, which notices shall not be inconsistent with the purposes of this Easement, provided, however, that the size and locations of such signs shall be subject to the approval of Grantee.

6. By acceptance of the easement rights set forth herein, Grantee does not undertake any liabilities or obligations of any nature relating to the condition of the Easement Area.

7. It is the intention of the parties that this Easement constitutes an "interest in land" under Massachusetts General Laws ch. 21, Sec. 17c, to the fullest extent permitted by law and that the parties shall be afforded all rights, protections, privileges and benefits granted thereunder.

8. Grantor shall not be entitled to relocate the Easement Area without the express prior written consent of Grantee. Any such relocation shall include the corresponding relocation of the Benches, shall be at Grantor's sole cost and expense, and shall not materially and adversely affect the Easement for the purposes herein described.

9. Grantor hereby agrees not to grant any other easements, leases, deeds, licenses, or other rights to Grantor's Land that would interfere with the rights of Grantee without the prior written consent of Grantee, excepting herefrom any mortgage given by the Grantor to any mortgage lender so long as such mortgage is not inconsistent with the terms and provisions of this Easement. Any easement, lease, deed, license, or any other rights granted in violation of this provision shall be void.

10. All rights and privileges granted herein, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns and legal representatives.

11. The parties agree that they may apply to any court, state or federal, for specific performance of this Easement or an injunction against any violation of this Easement, or for such other relief as may be appropriate, since the amount of damage arising from the default under any of the terms of this Easement would be difficult to ascertain and may not be compensable by money alone.

12. Grantor represents and warrants to the Grantee that it has the sole and exclusive right to grant this Easement and that there are no mortgages or other encumbrances of record as of this date that will negate or negatively impact this Easement. Grantor hereby releases any and all rights and estate of homestead they may have solely with respect to the Easement Area but as to no other portion of Grantor's Land.

13. If any term or provision of this Easement, or the application thereof to any person or circumstance shall, to any extent, be invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, inoperative or unenforceable, shall not be affected thereby; it shall not be deemed that any such invalid, inoperative or unenforceable provision impacts the consideration for this Easement, and each term and provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

[Signature Page Follows]

Executed under seal as of the date first written above.

GRANTOR:

*Gordon Thomas Aley, III*

Gordon Thomas Aley, III

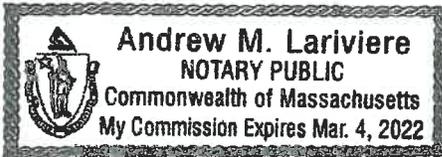
*Allison Y. Aley*

Allison Y. Aley

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 17<sup>th</sup> day of June, 2019, before me, the undersigned notary public, personally appeared, GORDON THOMAS ALEY, III, proved to me through satisfactory evidence of identification by presentation of his Massachusetts Driver's License, to be the person(s) who signed the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

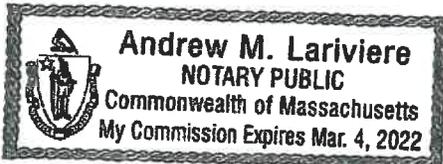


*[Signature]*  
Notary Public:  
My Commission Expires: 3/4/2022

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 17<sup>th</sup> day of June, 2019, before me, the undersigned notary public, personally appeared, ALLISON Y. ALEY, proved to me through satisfactory evidence of identification by presentation of his Massachusetts Driver's License, to be the person(s) who signed the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

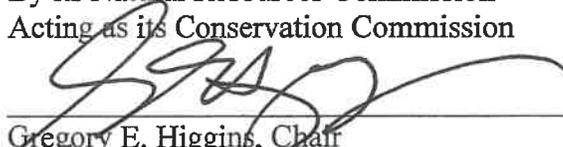


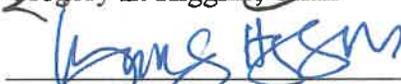
*[Signature]*  
Notary Public:  
My Commission Expires: 3/4/2022

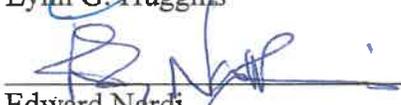
**ACCEPTANCE OF EASEMENT**

We, the undersigned, being the Town of Concord Natural Resources Commission, hereby certify that at a public meeting duly held this 14<sup>th</sup> day of June, 2019, the Concord Natural Resources Commission voted to accept the above Easement.

Town of Concord  
By its Natural Resources Commission  
Acting as its Conservation Commission

  
\_\_\_\_\_  
Gregory E. Higgins, Chair

  
\_\_\_\_\_  
Lynn G. Huggins

  
\_\_\_\_\_  
Edward Nardi

  
\_\_\_\_\_  
Nicholas Pappas

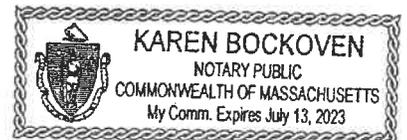
**COMMONWEALTH OF MASSACHUSETTS**

MIDDLESEX, ss.

On this 14<sup>th</sup> day of June, 2019, before me, the undersigned notary public, personally appeared Gregory E. Higgins, Lynn G. Huggins, Edward Nardi, and Nicholas Pappas, members of the Town of Concord Natural Resources Commission, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons who signed the preceding document and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Town of Concord Natural Resources Commission.

  
\_\_\_\_\_  
Notary Public:

My Commission Expires: July 13, 2023



**APPROVAL OF EASEMENT**

We, the undersigned, being the Town of Concord Select Board, hereby certify that at a meeting duly held on \_\_\_\_ day of \_\_\_\_\_, 2019, the Board voted to approve the foregoing Easement to be held by the Town of Concord Natural Resources Commission.

Town of Concord  
By its Select Board

\_\_\_\_\_  
Michael Lawson, Chair

\_\_\_\_\_  
Linda Escobedo, Clerk

\_\_\_\_\_  
Terri Ackerman

\_\_\_\_\_  
Susan Bates

\_\_\_\_\_  
Jane Hotchkiss

**COMMONWEALTH OF MASSACHUSETTS**

MIDDLESEX, ss.

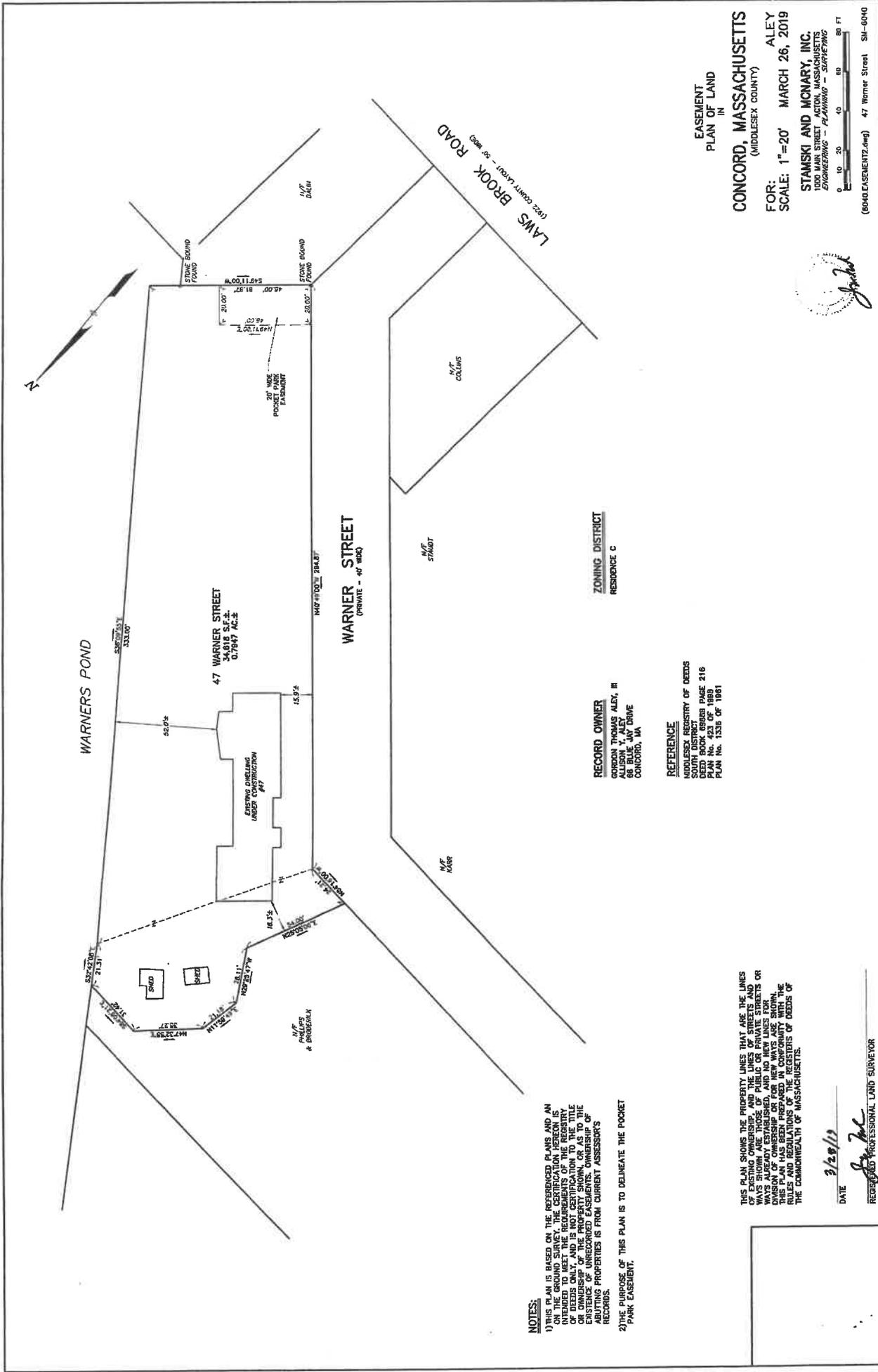
On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Michael Lawson, Linda Escobedo, Terri Ackerman, Susan Bates, and Jane Hotchkiss, members of the Town of Concord Select Board, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons who signed the preceding document and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Town of Concord Select Board.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

EXHIBIT A

Plan

[See Attached]



EASEMENT  
PLAN OF LAND  
IN  
CONCORD, MASSACHUSETTS  
(MIDDLESEX COUNTY)

FOR: ALEY  
SCALE: 1"=20' MARCH 26, 2019

STAMSKI AND MCNARY, INC.  
1000 MAIN STREET, ACTON, MASSACHUSETTS  
ENGINEERING - PLANNING - SURVEYING

(6040.EASEMENT17.dwg) 47 Warner Street SH-6040



WARNERS POND

47 WARNER STREET  
0.7847 AC ±

WARNER STREET  
(PRIVATE - 40' WIDE)

LAWS BROOK ROAD  
(202' CORNER LAYOUT - 50' WIDE)

ZONING DISTRICT  
RESIDENCE C

RECORD OWNER  
GORDON THOMAS ALEY, III  
1000 MAIN STREET  
CONCORD, MA

REFERENCE  
MIDDLESEX COUNTY REGISTER OF DEEDS  
SOUTH DISTRICT  
DEED BOOK 6868B PAGE 216  
PLAN No. 423 OF 1989  
PLAN No. 1536 OF 1981

**NOTES:**  
1) THIS PLAN IS BASED ON THE REFERENCED PLANS AND AN ON THE GROUND SURVEY. THE CERTIFICATION HEREON IS INTENDED TO MEET THE REQUIREMENTS OF MASS REG. TITLE OR OWNERSHIP OF THE PROPERTY SHOWN, OR AS TO THE EXISTENCE OF UNRECORDED EASEMENTS. OWNERSHIP OF ADJUTING PROPERTIES IS FROM CURRENT ASSESSOR'S RECORDS.  
2) THE PURPOSE OF THIS PLAN IS TO DELINEATE THE POCKET PARK EASEMENT.

THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF THE PROPERTY AND THE LINES OF STREETS AND WAYS ALREADY ESTABLISHED, AND NO NEW LINES FOR THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE: 3/29/19  
Gordon Thomas Aley, III  
REGISTERED PROFESSIONAL LAND SURVEYOR



**Concord Historical Commission**  
141 Keyes Road, Concord, MA 01742  
TEL. (978) 318-3290 FAX (978) 318-3291

## MEMORANDUM

DATE: June 26 2019  
TO: Kate Hodges, Deputy Town Manager  
Concord Select Board  
FROM: Concord Historical Commission  
RE: 317 Garfield Road Historic Preservation Plan

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At their meeting held on Thursday, June 13, 2019, the Concord Historical Commission reviewed the revised Historic Preservation Restriction [Plan] for 317 Garfield Road, and **voted unanimously to accept the revised preservation restriction [plan] as drafted, with the understanding that the Select Board will work out the outstanding issue of item 19. Indemnification.**

Attached please find the revised document. The owner's representative and project contact is Daniel Bailey, of Pierce Atwood LLP. Mr. Bailey is planning to attend the Select Board's July 1<sup>st</sup> meeting.

Daniel Bailey  
Pierce Atwood LLP  
100 Summer Street 22<sup>nd</sup> Floor  
Boston, MA 02110  
Email: [dbailey@PierceAtwood.com](mailto:dbailey@PierceAtwood.com)  
Phone: 617-488-8165  
Fax: 617-824-2020  
Cell: 617-259-6717

### Background

The Thomas Mott Shaw Estate, located at 317 Garfield Road, consists of the two and one half story house constructed in 1910 by the esteemed architect, Thomas Mott Shaw, as well as the accompanying carriage house. The main house and the carriage house were listed on the National Register of Historic Places in November of 1987. The materials and craftsmanship of the structures are retained and substantiate the integrity of design and association with the well-known architect, Thomas Mott Shaw; and the Tudor Revival architectural style. The property retains its rural private setting as originally planned and designed as a private estate; and is reflective of the late 19<sup>th</sup> and early 20<sup>th</sup> century development of Concord as a wealthy Boston suburb.

### Timeline

Last year, Mr. Bailey, on behalf of his client, submitted an application to the Zoning Board of Appeals for a Special Permit to divide the property into two lots, in which one lot contains reduced frontage, lot width, lot area and/or side yard setback for the purpose of preserving existing historically significant structures or dwellings. The Special Permit, granted by the ZBA in February 2018, requires the Preservation Restriction to be reviewed and approved by the Historical Commission and the Select Board; and requires coordination with the Historical Commission for documentation of the property and annual inspections.

At their meeting held on Thursday, January 31, 2019, the Concord Historical Commission reviewed the proposed Preservation Restriction for 317 Garfield Road, Concord, MA. The Commission voted unanimously to accept the preservation restriction as drafted. The Commission did request that Town Counsel review the restriction prior to Select Board acceptance, as no one on the Historical Commission has the expertise to properly review the legal aspects of the restriction.

Between the months of January and June, Mr. Bailey and Jillian Bargar, from Town Counsel worked together to fine tune the document to meet the town's standards. The revised draft was approved by the Historical Commission on June 13, 2019.

#### Clarification on Document Title

During Town Counsel's review, Ms. Bargar stated that the restriction will need to be sent to and approved by the Massachusetts Historical Commission. Planning staff and the Historical Commission agreed that the intent of the condition in the Special Permit was not to require a restriction that needs to be approved by the state. Under Section 6.3.3.3.(c), a special permit can be granted if "The existing historically significant structure or dwelling shall be consistent with a preservation plan approved as part or as a condition to the special permit."

**At their meeting on Wednesday, June 26, 2019, the ZBA will be asked to provide clarification on the wording of this condition, and recommend that the title of the document be changed to 'Historic Preservation Plan'.**

Please do not hesitate to contact me should you have any further questions.

On behalf of the Concord Historical Commission,

Heather Gill  
Senior Planner

#### Related Documents:

1. Revised Historic Preservation Plan, Thomas Mott Shaw Estate

cc.

Daniel Bailey, Peirce Atwood LLP  
Elizabeth Hughes, Town Planner  
Andrew Mara, Senior Administrative Assistant

**Affected Premises:**

**317 Garfield Road  
Concord, MA 01742**

**HISTORIC PRESERVATION PLAN**

*Thomas Mott Shaw Estate*

The parties to this Historic Preservation Restriction (this “Restriction”) are Joyce M. Lawrence, of 317 Garfield Road, Concord, Massachusetts 01742 (with her successors and assigns, “Grantor”), and the Town of Concord (the “Town”), a Massachusetts municipal corporation with an address of 141 Keyes Road, Concord, Massachusetts 01742.

WHEREAS, Grantor is the owner in fee simple of a certain real property with improvements thereon located at 317 Garfield Road, Concord, MA 01742, known as the Thomas Mott Shaw Estate, listed on the National Register of Historic Places # 87001295, as more particularly described in a deed recorded with the Middlesex County Registry of Deeds (the “Registry”) in Book 50340, Page 486, and as further described on Exhibit A, attached hereto and incorporated herein (the “Premises”);

WHEREAS, the Premises are improved with two dwellings: the 2-1/2 story main house, and an accompanying carriage house (together, the “Buildings”), each of which is listed on the National Register of Historic Places; and

WHEREAS, Pursuant to Section 6.3.3 of the Concord Zoning Bylaw, the Concord Zoning Board of Appeals approved a Special Permit, dated February 22, 2018 and recorded with the Registry at Book 70756, Page 280, (the “Special Permit”) for the division of land into two or more building lots so that one of the lots contains “reduced frontage, lot width, lot area and/or side and rear yard setback,” provided that an historic structure remains on one of the subdivided lots, as further described in and subject to the terms and conditions of the Special Permit; and

WHEREAS, Grantor wishes to divide the Premises into two lots, at the same time preserving the two historic Buildings as contemplated by the Special Permit (the “Division”); and

WHEREAS, in connection with the approval of the Division, the Special Permit requires, and Grantor wishes to impose, certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection and preservation of the Buildings on the Premises in order to protect the architectural and historical integrity thereof; and

WHEREAS, the Buildings’ preservation values are documented in a set of photographs, the National Register of Historic Places Registration Form, and the Massachusetts Historical Commission Form B, incorporated herein by reference (the “Baseline Documentation”), which

the parties agree provide an accurate representation of the Buildings as of the effective date of this grant. Copies of the Baseline Documentation are attached hereto as Exhibit B.

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

WHEREAS, the Town is a government body interested in the preservation and conservation of sites, buildings, and objects of local, state and national significance in the Town of Concord and is authorized to accept preservation restrictions under Massachusetts General Laws, Chapter 184, Sections 31, 32, and 33 (the "Act"); and

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

NOW, THEREFORE, for good and valuable consideration, Grantor conveys to the Town the following restrictions which shall apply to the Premises and the Buildings in perpetuity, unless released pursuant to the provisions of the Act or pursuant to the provisions set forth herein. These restrictions are set forth so as to insure the preservation of the Buildings which contribute to the architectural and historical integrity of the Premises.

The terms of the Restrictions are as follows:

1. Historic Preservation Restriction.

(a) Repair and Maintenance. Grantor, at its sole cost and expense, shall maintain and repair the Buildings and the Premises in a sound structural condition and in a manner consistent with the Baseline Documentation. The Town does not assume any obligation for maintaining, repairing or administering the Building or the Premises.

(b) Building Alterations. Except in the case of emergency to prevent further damage to the Buildings, which emergency work shall be subject to subsection (d), below, Grantor shall not make any material exterior structural or visual modification to the Buildings, nor any material modification to the footprint of the Buildings, without the prior express written approval of the Town, which approval may not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the following modifications to the Buildings, shall not be considered "material exterior structural or visual modifications" and shall not require the approval of the Town, so long as such modifications to the exterior of the Building are consistent with the Baseline Documentation and historical character of the Buildings, and that the Grantor uses in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being modified, for the purpose of

retaining in good condition the appearance and construction of the exterior of the Buildings:

- (i) any exterior modification for which a building permit from the Town is not required;
  - (ii) repair or replacement of windows, gutters, or doors;
  - (iii) exterior paint modifications consistent with the requirements of this Section 1(a); and
  - (iv) exterior repair, replacement or modification of the foundations or footings of the Buildings which do not materially modify the footprint of the Buildings.
- (c) Prohibited Activities. The following activities are expressly prohibited, except as expressly provided in this Restriction or otherwise authorized by the Town:
- (i) Alterations to the Buildings that are inconsistent with the requirements of Section 1(b), above;
  - (ii) The dumping of ashes, trash, rubbish, or any other unsightly or offensive materials;
  - (iii) Demolition or relocation of the Buildings; and
  - (iv) New construction at the Premises that is inconsistent with the Baseline Documentation or the Buildings' preservation values.
- (d) Emergencies. In a case of emergency necessitating work at or alterations to the Buildings or Premises otherwise prohibited by this Restriction, Grantor shall promptly notify the Town in writing (but in no event later than seven (7) days after such emergency), such notification including what, if any, emergency work has been completed. No repairs or reconstruction of any type other than temporary emergency work to prevent further damage to the Buildings or to protect public safety shall be undertaken by Grantor without the Town's prior written approval. Any repairs or restoration work other than temporary emergency work shall be subject to the terms and provisions of Section 18, below.

2. Garages, Sheds and Outbuildings. Nothing herein shall prevent the Grantor from constructing garages, sheds and other outbuildings on the Premises, provided that any such garage, shed or outbuilding does not impair the Buildings' preservation values, and shall be subject to the approval of the Town prior to construction, which approval shall not be unreasonably withheld or delayed.

3. Review of Grantor's Requests for Approval. Within thirty (30) days of written request for approval hereunder, the Town shall certify in writing that (a) it approves the plan or request,

or (b) it disapproves the plan or request as submitted, in which case the Town shall provide Grantor with written findings and rulings upon which denial was based and suggestions for modification or a written explanation for the Town's disapproval. Any failure by the Town to act within thirty (30) days of Grantor's written request for approval shall be deemed to constitute approval by the Town of the request as submitted and to permit Grantor to undertake the proposed activity in accordance with request submitted.

4. Inspection. The Town has the right to inspect the Premises on an annual basis to determine whether the Grantor is in compliance with the terms of this Restriction. Prior to any such access, the Town shall provide the Grantor with at least fourteen (14) days' prior written notice to Grantor. The Town shall have the right, with its agents and representatives, to enter the Premises at reasonable times and in a reasonable manner for the sole purpose of inspecting the exterior of the Buildings to determine compliance with this Restriction.

5. Legal Remedies of the Town. The Town may, after thirty (30) days' prior written notice to Grantor, seek all available legal and equitable remedies to enforce this Restriction, including, without limitation, by injunction or other equitable or legal proceedings. The Town's rights hereunder shall include the right to require the Grantor at its cost to restore the Buildings to their original condition prior to the violation. Provided that a violation of this Restriction is determined by a court of competent jurisdiction to have occurred, Grantor shall reimburse the Town all reasonable costs and expenses, including attorneys' fees and expert fees, incurred in enforcing this Restriction. Nothing herein shall impose upon the Town any affirmative obligation or liability relating to the condition of the Premises. Failure by the Town to enforce any provision or condition set forth herein, or to exercise any rights hereby conveyed, shall not constitute a release or waiver of any such right or condition.

6. Assignment. The Town may, at its discretion without prior notice to Grantor, convey, assign or transfer this Restriction to a unit of federal, state or local government or to a charitable corporation or trust that is a charitable corporation or trust qualified under the Act, whose purposes include preservation of buildings or sites of historical significance. The Town's rights under this Section 6, include, without limitation, the right, pursuant to M.G.L. c. 40 §8D, to delegate to the Commission the authority to administer this Restriction on behalf of the Town, which delegation may be revoked by the Town at any time in its discretion.

7. Term of Restriction; Binding Effect and Release.

(a) The obligations imposed by this Restriction shall be deemed to run as a perpetual binding servitude with the Premises. Grantor agrees that this Restriction shall be considered an "other restriction held by a governmental body," as that term is used in G.L. c. 184, §26, and thus not subject to the limitations on the enforceability of restrictions in G.L. c. 184, §§26-30.

(b) This Restriction shall extend to and be binding upon Grantor, the Town and the Commission, their respective successors in interest and all persons hereafter claiming under or through Grantor, the Town and the Commission, and the words "Grantor," "Town" and the "Commission" when used herein shall include all such persons. Any

right, title, or interest herein granted to the Town or Commission also shall be deemed granted to each successor and assign of the Town or Commission and each such following successor and assign thereof, and the words "Town" or "Commission" shall include all such successors and assigns.

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

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

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

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

10. Notice from Government Authorities. Grantor shall deliver to the Town copies of any notice of violation or lien relating to the Premises received by Grantor from any government authority within ten (10) days of receipt by Grantor. Grantor shall use diligent efforts to remove any such lien or violation within thirty (30) days of such original notice and shall promptly provide the Town with evidence of Grantor's compliance.

11. Mortgage Subordination. The Premises are subject to a mortgage, recorded with the Registry at Book 50338, Page 1 (the "Mortgage"). Prior to recording this Restriction, Grantor agrees to record a subordination agreement pursuant to which the Mortgage shall be subordinated to this Restriction on commercially reasonable terms and conditions that do not adversely affect the purposes of this Restriction. Grantor agrees not to enter into or permit any other mortgages, liens or leases affecting the Premises prior in right to this Restriction. Nothing in this paragraph shall preclude the Grantor from granting one or more mortgages upon the Premises, which mortgage(s) shall be subject to this Restriction.

12. Amendment. If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and the Town may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction, the validity of this Restriction under the Act or the status of the Town under any applicable law. Any such amendment shall be consistent with the

preservation values of the Buildings and the purpose of this Restriction, shall not permit any private inurement to any person or entity, and shall not adversely impact the overall architectural, cultural and historic values protected by this Restriction. Nothing in this paragraph shall require the Grantor or Town to agree to any amendment or negotiate regarding any amendment.

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

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

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

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

17. Insurance. Grantor shall maintain property damage insurance, in the amount of at least One Million Dollars (\$1,000,000) for each of the Buildings, against loss from the perils commonly insured under standard fire and extended coverage policies. Grantor shall deliver to the Town, within ten (15) days of Town's written request therefor, certificates of such insurance coverage.

18. Casualty. In the event that the exterior of the Buildings or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify Town in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has been completed. No repairs or reconstruction of any type other than temporary emergency work to prevent further damage to the exterior of the Building and to protect public safety shall be undertaken by Grantor without Town's prior written approval of the work. Within thirty (30) days of the date of damage or destruction, if required by Town, Grantor at Grantor's expense shall submit to the Town a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and Town, which report shall include the following:

- (a) an assessment of the nature and extent of the damage to the exterior of the Buildings;
  - (b) a determination of the feasibility of the restoration of the exterior of the Buildings and/or reconstruction of damaged or destroyed portions of the exterior of the Buildings;
- and

(c) a report of such restoration and/or reconstruction work necessary to return the exterior of the Buildings to the condition existing at the date hereof, or if improvements have been made to the condition existing at the time of completion of said improvements.

If, after reviewing such report and assessing the availability of insurance proceeds, Grantor and the Town agree that the purpose of the Restriction will be served by such restoration or reconstruction, Grantor and the Town shall establish a schedule under which Grantor shall complete the restoration or reconstruction of the exterior of the Buildings in accordance with plans and specifications consented to by the parties to at least the total of the casualty insurance proceeds available to the Grantor.

If, after reviewing the report and assessing the availability of the insurance proceeds, Grantor and the Town agree that restoration or reconstruction of the Buildings is impractical or impossible, or agree that the purpose of the Restriction would not be served by such restoration or reconstruction, Grantor may, with prior written consent of the Town, alter, demolish, remove or raze the Building and/or construct new improvements on the Premises, and Grantor and the Town may agree to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts.

If, after reviewing the report and assessing the availability of insurance proceeds, Grantor and the Town are unable to agree that the purpose of the Restriction will or will not be served by such restoration or reconstruction, the matter may be referred by either party to binding arbitration.

Notwithstanding any other provision of this Section 17, the Grantor's obligation to restore the Buildings or any part thereof shall be limited to that work which can be completed using available insurance proceeds.

19. Indemnification. **[NTD: Subject to review and further comment by Select Board.]** Grantor shall indemnify, defend and save the Town and its employees harmless and all those claiming by, under or through the Town from all claims, liability, loss, damage, cost or expense (including reasonable attorneys' fees) arising out of or in connection with Grantor's failure to comply with the terms and provisions of this Restriction, excepting therefrom any such claims or losses that arise from the negligent act or omission of the Town, its employees, representatives or contractors.

[Signature Pages Follow]

Signed under seal as of this day of \_\_\_\_\_, 2019.

GRANTOR:

\_\_\_\_\_  
Joyce M. Lawrence

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Joyce M. Lawrence, and proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed above, and acknowledge to me that she signed the foregoing or preceding voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

APPROVAL OF PRESERVATION RESTRICTION

The Town of Concord, acting by and through its Historical Commission, hereby approves the foregoing Preservation Restriction on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

TOWN OF CONCORD,  
By its Historical Commission

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

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared \_\_\_\_\_, members of the Concord Historical Commission, as aforesaid, and proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed above, and acknowledged to me that he/she/they signed the foregoing voluntarily for its stated purpose on behalf of the Town of Concord.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

APPROVAL AND ACCEPTANCE BY THE CONCORD SELECT BOARD

We, the undersigned being a majority of the Select Board of the Town of Concord, hereby certify that any meeting during held on \_\_\_\_\_, 2019, the Select Board voted to (i) approve and accept the foregoing Historic Preservation Restriction; and (ii) authorize the Concord Historical Commission to enforce the foregoing Historic Preservation Restriction under its terms.

TOWN OF CONCORD,  
By its Select Board

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

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, member of the Massachusetts Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Commonwealth of Massachusetts.

\_\_\_\_\_  
Notary Public  
My Commission Expires

## EXHIBIT A

### Legal Description of the Premises

The land with the buildings thereon on the easterly side of Garfield Road in Concord, Middlesex County, Commonwealth of Massachusetts, now known as and numbered 317 on said Garfield Road, shown on a "Plan of the estates of Isabel Lowell, Thomas Mott Shaw & E Royal C. Van Etten, Jr., Concord, Massachusetts" dated June 1951 by Robinson Engineering Inc. recorded with the Middlesex South District Registry of Deeds, Book 7769, Page 50, as containing 9.59 acres, bounded and described as follows:

Beginning at a point in the Easterly sideline of Garfield Road at land now or formerly of George R. Shaw II and Lester Parker Shaw, and running  
SOUTHERLY, SOUTHEASTERLY, EASTERLY and NORTHEASTERLY: by a curve to the left having a radius of 21.56 feet, Fifty-seven and 69/100 (57.69) feet to a point of compound curvature; thence running  
NORTHEASTERLY and EASTERLY: by a curve to the right having a radius of 231.99 feet, Two Hundred Forty-six and 39/100 (246.39) feet to a point of tangency; thence running  
NORTH: 82° 55' 40" East, One Hundred Forty-six and 21/100 (146.21) feet; thence turning and running  
NORTH: 00° 26' 35" East, Two Hundred Twenty-four and 93/100 (224.93) feet to land now or formerly of W. Rupert Maclaurin and Horace O. Bright, the last four courses being by land now or formerly of George R. Shaw II and Lester Parker Shaw; thence turning and running  
SOUTH: 89° 33' 25" East, Two Hundred Seventy-four and 33/100 (274.33) feet to a drill hole; thence turning and running  
NORTH: 71° 09' 35" East, One Hundred Seventeen and 89/100 (117.89) feet to a stake; thence turning and running  
NORTH: 08° 13' 20" East, One Hundred Ninety-three and 45/100 (193.45) feet to a point; thence turning and running  
NORTH: 88° 51' 40" East One Hundred Ninety-two and 92/100 (192.92) feet to-a point at land now or formerly of Arthur F. Chace, Jr., the last four courses being by said land now or formerly of W. Rupert Maclaurin and Horace O. Bright; thence turning and running  
SOUTH: 01° 04' 20" East, Forty (40.00) feet; thence turning and running  
EASTERLY and SOUTHEASTERLY: by a curve on the right having a radius of 345.185 feet, Two Hundred Seventy- seven and 61/100 (277.61) feet to a point of tangency; thence running  
SOUTH: 44° 59' 35" East, One Hundred (100.00) feet to a point of tangency; thence running  
SOUTHEASTERLY and SOUTHERLY: by a curve to the right having a radius of 132.37 feet, Ninety-eight and 06/100 (98.06) feet to a point of tangency; thence running  
SOUTH: 02° 33' 05" East, Four Hundred Thirty-two and 30/100 (432.30) feet to land now or formerly of Isabel Lowell, the last five courses being by said land now or formerly of Arthur F. Chace, Jr.; thence turning and running  
NORTH: 82° 15' 25" West, One Hundred Fifty-five and 01/100 (155.01) feet to a stake; thence turning and running

NORTH: 76° 20' 40" One Hundred Eighty-five and 14/100 (185.14) feet to a stake; thence turning and running

NORTH: 41° 59' 10" West, For Hundred Thirty-four and 43/100 (434.43) feet to a stake; thence turning and running

SOUTH: 64° 09' 55" West, Thirty-four and 28/100 (34.28) feet to a point of tangency; thence running

SOUTHWESTERLY: by a curve to the left having a radius of 592.67 feet, One Hundred Fifty-three and 81/100 (153.81) feet to a point of compound curvature; thence running

SOUTHWESTERLY and WESTERLY: by a curve to the right having a radius of 77.91 feet, Ninety-seven and 11/100 (97.100) feet to a point of tangency; thence running

SOUTH: 82° 55' 40" West, Two Hundred Fifty-nine and 47/100 (259.47) feet to a point of tangency; thence running

WESTERLY and SOUTHWESTERLY: by a curve to the left having a radius of 191.99 feet, Two Hundred Three and 91/100 (203.91) feet to a point of compound curvature; thence running

SOUTHWESTERLY: by a curve to the right having a radius of 131.94 feet, Fifty and 26/100 (50.26) feet to a point of compound curvature; thence running

SOUTHWESTERLY and SOUTHERLY: by a curve to the left having a radius of 46.87 feet, Fifty-two and 73/100 (52.73) feet to the Easterly sideline of Garfield Road, the last ten courses being by said land now or formerly of Isabel Lowell; thence turning and running

NORTH: 20° 34' West by the Easterly sideline of Garfield Road, One Hundred Thirteen and 07/100 (113.07) feet to the point of beginning.

Excluding therefrom, however, the land with the buildings thereon situated easterly of said Garfield Road

- and shown as Lot-A containing 80,048-square feet on "Plan of Land in Concord, Mass. showing Proposed Water Easements Over Land of Franklin R. and Sarah Q. Johnson and Duncan Edmands" dated October 18, 1971, by David W. Perley, C.E., recorded with said Deeds, Book 12107, Page 612.

## EXHIBIT B

### Baseline Documentation

[See Attached]

- i. National Register of Historic Places Registration Form
- ii. Massachusetts Historical Commission Form B – Con.297
- iii. Listing Photographs from Realtor.com posted November 2018
- iv. Site Visit Photographs February 2019

APPROVAL AND ACCEPTANCE BY THE MASSACHUSETTS HISTORICAL  
COMMISSION

The Commonwealth of Massachusetts, acting by and through the undersigned, being a majority of the Massachusetts Historical Commission, hereby certifies that any meeting during held on \_\_\_\_\_, 2019, the Commonwealth of Massachusetts, acting by and through the Massachusetts Historical Commission voted to approve and accept the foregoing Historic Preservation Restriction.

COMMONWEALTH OF  
MASSACHUSETTS,  
By the Massachusetts Historical  
Commission

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

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, member of the Massachusetts Historical Commission, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Commonwealth of Massachusetts.

\_\_\_\_\_  
Notary Public  
My Commission Expires

## Andrew Mara

---

**From:** Elizabeth Hughes  
**Sent:** Thursday, June 27, 2019 11:45 AM  
**To:** Kate Hodges; Kerry Lafleur  
**Cc:** Andrew Mara; Heather Gill  
**Subject:** 317 Garfield Rd Preservation Plan Condition ZBA Clarification

Good morning everyone,

At the Zoning Board of Appeals last night, the Board clarified Condition #2 of the Special Permit for 317 Garfield Road that the requirement is for the Applicant to submit a preservation plan as required in Zoning Bylaw Section 6.3.3 and not a Preservation Restriction as defined under MGL Ch. 184, Section 31.

Please let me know if you have any questions or need further clarification on the Board determination.

Sincerely,  
Elizabeth

Elizabeth Hughes, Town Planner  
Concord Planning Division  
141 Keyes Road  
Concord, MA 01742  
978-318-3290





## Concord Housing Development Corporation

To: Kate Hodges, Interim Town Manager  
From: Lee Smith, Jerry Evans, CHDC Co-Chairs  
CC: Charles Philips, Concord Housing Foundation President  
Re: Request for funds to create two units of affordable housing  
Date: June 26, 2019

The Concord Housing Development Corporation is writing to request \$150,000 from the \$500,000 of Town funds appropriated under 2019 Town Meeting Article 23 to supplement other local funds for the creation of two permanently restricted affordable housing units at 930 Main Street in Concord.

The project is proposed as a partnership with Habitat for Humanity of Greater Lowell, with funds provided by the CHDC, Habitat, the Concord Housing Foundation, and the Concord Community Preservation Fund through funds appropriated to CHDC in 2013, 2014 and 2016, as well as the requested Town funds.

This project satisfies the objectives of all the project funders, and provides an excellent opportunity and a reasonable cost to create additional units of affordable housing.

- CPC Funds: Appropriated to buy-down market rate homes, and 'convert' to affordable housing.
- CHDC: The Concord entity able to respond to market opportunities.
- CHF: Partner with other agencies to create affordable housing.
- Habitat: Construct and renovate, and provide homes to low-income households
- Town Funds: Appropriated for the purpose of developing affordable housing.

The CHDC plans to purchase the home in July, and then convey the property to Habitat subject to a Land Development Agreement in the next two months. Habitat will seek approval to renovate the house into a duplex under the PRD Zoning bylaw, with construction expected to start approximately within one year. The property will be restricted in perpetuity for affordable housing purposes, in accordance with the CPC and SHI requirements, through the DHCD Local Initiative Program, Local Action Units (LIP LAU). The restriction will be recorded as part of the deed and through a Regulatory Agreement, provided by DHCD where the town is an enforcement party, after the zoning permit has been issued, and the LIP Application approved by DHCD. After construction, when the homes are sold to eligible homeowners, a LIP LAU deed rider will be recorded, further restricting the property.

### **Background**

The home is a 3BR ranch, with basement and detached garage, in reasonably good condition though cannot pass Title V, but is on the sewer line.

The owner first contacted the Concord Housing Authority, who then referred her to the RHSO in June 2018 as they have no source of funds for a project like this. The owner also contacted Habitat for Humanity. From her first email to the RHSO:

*I was referred to you by Marianne Nelson of the Concord Housing Authority regarding the availability of funding sources for the possible purchase of my modest ranch house in West Concord, just west of the junction of Rt. 2 and Rt. 62 ... for the purpose of providing a family affordable housing in Concord and thus maintain the diversity of the residents living in Concord. ...I am no longer able to afford living in the house my father literally built when I was an infant and in which I grew up, graduating from CCHS..., I would prefer that the house become an affordable home to a family who otherwise, also, would not be able to afford living in Concord and benefit by all that the community has to offer.*

The owner has been looking to sell for some time, and listed the property in 2018. The housing groups (CHDC, CHF, HFH) came together in February 2019, and made an offer which was not accepted. In that process, votes to acquire the property were obtained from Habitat, the CPC, and the CHF. The owner listed the home for sale again in June 2019, and has now



## Concord Housing Development Corporation

accepted the CDHC offer.

### **Purchase**

The property owner accepted CHDC's offer to purchase for \$450,000, with a closing date of July 26. This is a very reasonable price for the property. As of this writing, there are only 2 single family homes for sale in Concord under \$550,000.

The total project acquisition cost is approximately \$511,000: purchase price of \$450,000, with an estimate of \$55,000 for connection to Town sewer, and \$5,000 closing costs and due diligence.

The project acquisition is proposed to be funded as follows:

Habitat	\$75,000
CPA Buy Down funds	\$186,232
CHDC Funds	\$25,000
Concord Housing Foundation	\$75,000
Town Funds	\$150,000
TOTAL	\$511,232

If the Town funds are not available, the project will still go forward, albeit with a weaker project. The sewer cost would not be included, the Concord Housing Foundation contribution would increase \$100k, and the CHDC would fund the difference. The CHDC has a balance of \$113k and an annual budget of \$38,000 and no source of funding. The budget supports the Small Grant Program (\$30k) and administrative costs (\$8k of insurance, bookkeeping and filing fees). If the Town funds were not available, the Small Grant Program would likely be terminated. This program has provided 40 grants to eligible households in Concord for health and safety related repairs, since its inception in FY13, at an average grant of \$3,000. Lack of Town funding would also likely prevent CHDC from pursuing any other projects as its funds would be depleted.

### **Habitat Partnership**

Habitat bears the financial and management responsibility for all permits, construction and renovation with the exception of the sewer connection. The cost estimate for the sewer connection is included in the acquisition cost described above.

The term sheet (to be provided by 7/1) outlines the details which will be further defined in the Land Development Agreement. In summary, Habitat has 3 years to obtain the permit for duplex, and there are provisions for a reversion of the deed back to CHDC if, for some reason, the Habitat project cannot proceed as planned.

### **Request**

That the Town award \$150,000 to the Concord Housing Development Corporation to offset the acquisition costs of acquiring 930 Main Street for redevelopment into two units of deed restricted affordable housing

Town of Concord  
Select Board  
Priorities for Envision Concord Long Range Plan

**ECONOMIC VITALITY: SECTION 4.2**

High Priority

- Hire an Economic Vitality Coordinator if fiscally possible to inform and guide potential new businesses through the regulatory and permitting process for establishment of a new business and to collaborate with existing businesses and civic groups, some of which are described below.
- Establish an Economic Vitality Committee that includes Concord Business Partnership members, commercial property owners, renters, appropriate Town committee and/or staff members, other interested parties to: a) define economic vitality as it applies to the three Concord business districts; b) make recommendations, excluding financial support, as to how the Town can support the business districts; c) explore ways to benefit from regional efforts to achieve similar goals.
- Develop ways to encourage and enhance the visitor experience. The Tourism Officer or Deputy Town Manager may form a group that includes local businesses, historic sites, tour companies, non-profit cultural organizations, and other interested parties to develop a set of plans to attract visitors and extend their stay in Concord.
- Explore opportunities for increased development of commercial sites in available areas (e.g. Baker Ave. and Virginia Road) that would increase non property tax revenue with minimal impact on existing neighborhoods.
- Support the work of groups currently active in economic vitality efforts such as West Concord Junction Cultural District Committee, West Concord Advisory Committee and Concord Center Cultural District Committee.

**HOUSING AND LAND USE: SECTIONS 4.3 & 4.4**

High Priority

- Secure new State-approved public access to Gerow land to enable addition of one SHI-eligible affordable housing unit on land transfer to CHA approved at 2019 Town Meeting.
- Support any proposed zoning changes that expand a range of housing affordability beyond the State Housing Inventory.
- Continue efforts to implement recommendations of the Affordable Housing Funding Committee approved at the 2019 Town Meeting and, as appropriate, additionally included in its final report.
- Track the approval process of the Junction Village Project.
- Support Planning Division's recommendation on implementation of recently passed State legislation to collect tax revenue from Airbnb properties which includes a provision that a portion of those revenues be made available for affordable housing.

Medium Priority

- Working with the new Town Manager, request an overlay map(s) of existing municipal properties and potential opportunity sites (municipal, state, and privately owned) that might be useful for town purposes, identifying multiple site uses whenever possible for housing, commercial and other municipal needs in addition to considerations for preservation of agricultural land, open space, and recreation. This information should inform future proposed land acquisitions and Select Board priorities.

## **TRANSPORTATION: SECTION 4.5 & PARTS OF SECTION 4.7**

### **Local:**

#### High Priority

- Implementation of an improved complete streets plan.
- Creation of more bike and pedestrian friendly roadways prioritizing those which connect bike and walking trails, as well bikeshare programs between hubs in Concord.
- Improving our sidewalks in the business districts.
- Coordination between the current public and private van pools serving specific interests (COA, DOT Transit, Newberry court, specialized needs vans, etc.) with a multi-stop Concord ride service.
- More effectively work with Crosstown Connect.

#### Medium Priority

- Longer term ideas such as building offsite parking hubs with regular transport into Town centers.
- AV as inter-municipal transit will become a possibility as we move toward 2030.

### **Regional:**

#### High Priority

- Working with our State representatives and DOT to improve Route 2.
- Work to improve the Fitchburg line's schedule, accessibility and dependability.

#### Medium Priority

- Work to create intra-regional bussing and other forms of rideshares.

## **FISCAL PLANNING: SECTION 4.8**

### High Priority

- Establish a multi-year capital planning process, including town and school needs, costs/savings/revenue sources, timetable and estimated operating costs (new staff, utilities, maintenance).

**DRAFT 32**

**6/28/19**

**Charge**

**Concord Capital Planning Team Committee**

**A. Purpose and Background**

The purpose of the Concord Capital Planning Team is to develop a ??-year capital plan including all foreseeable town and school capital projects, and to update the plan every year.

The Capital Plan will help instill integrated fiscal policies among the Select Board, the School Committee, and the Finance Committee. Integrated fiscal policy among these groups is essential because the Town and Schools desire to:

- Build and maintain high quality infrastructure
- Manage Concord citizen's tax burden, with minimal reliance on Proposition 2-1/2 Overrides and Exclusions
- Maintain Concord's Aaa bond rating
- Have a transparent process for capital planning, with input from the public

The current Capital Planning in Concord is conducted in 3 distinct funding layers:

- Minor capital items are funded within the operating town and CPS budgets, as recommended by the Town Manager and the School Superintendent
- Intermediate and large capital expenditures for the Town and CPS are generally funded within the Levy Limit via an annual Capital Plan article at Town Meeting, as recommended by the Town Manager
- Very large projects are each funded in a distinct article(s) at Town Meeting and approved as debt exclusions to Proposition 2 ½

One task of the Capital Planning Committee will be to determine the scope of the Capital Plan---which of the above 3 funding layers will be included in the annual Capital Plan?

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~~Because membership consists of both staff members and citizen committee members, and because one member serves on the Finance Committee (which is precluded from serving on another town committee), this group will be known as a Team, rather than a Committee. In addition, the term "Team" purposely distinguishes this group from a town committee, since this Team is meant to build a unified consensus among Town leaders from town committees (Select Board, both School Committees, Finance Committee.)~~

**B. Membership**

The Capital Planning ~~CommitteeTeam~~ shall be comprised of 7 members appointed by the Select Board. The term of office shall be ??? .

Membership shall be as follows:

- One member of the CPS and CCHS School Committee
- One member of the Select Board
- One member of the Finance Committee
- Town Manager
- Town Finance Director
- Superintendent of Schools
- School Director of Finance & Operations
- ?? 2 citizens at large, preferably with relevant experience, such as financial planning, tax relief, etc.

The ~~CommitteeTeam~~ shall elect a chair, keep minutes of its deliberations, observe the Open Meeting and Public Records law, and comply with other laws and regulations fostering a free and open discussion of ideas.

### **C. Duties and Responsibilities**

The Concord Capital Planning Team shall develop a ???-year capital plan including all foreseeable town and school capital projects, and update the plan per year.

The Capital Plan Should:

- Prioritize projects, according to need, cost/benefit, cost avoidance, and environmental resilience.
- Recommend the optimal timing of these projects, weighing public need, infrastructure aging and the risk of instability, as well as for maximum affordability to the taxpayers.
- Project and include operating costs (staff, utilities, maintenance) for all new and renovated buildings/structures.
- Research and rRecommend, ~~whenever possible,~~ any and all potential savings and alternative revenues (state aid, user fees, sale of land, donations, public/private ventures, utility savings from green initiatives, etc.).
- Include specific policies and practices to ensure that capital projects are protected from the impact of climate change. This includes evaluation of the vulnerability of capital assets, such as drinking water, wastewater systems, communications and utility systems, buildings and other structures.

The Capital Planning ~~CommitteeTeam~~ should encourage input from the public, including at least one public hearing per year. It is also recommended that team members meet with

groups such as the Tax Fairness Committee to understand the “affordability” component of capital projects.

The Capital Planning ~~Committee~~Team should understand and seek to apply the “best practices” used by other towns’ and states’ capital plans.

The Capital Plan should be updated annually and posted on-line, with a copy included in the Town warrant or Finance Committee book.

**D. Other Considerations**

The Committee shall comply with the provisions of the Open Meeting Law, the Public Records Law, the Conflict of Interest Law and all other applicable laws and regulations of the Commonwealth, as well as all relevant Bylaws and Administrative Policies of the Town.

**DRAFT**  
**Charge**  
**Concord Capital Facilities Planning Team**

A. Purpose and Background

The purpose of the Concord Capital Facilities Planning Team is to develop a ten-year capital plan including all foreseeable town and school capital projects, and to update the plan every year.

The Capital Facilities Plan will help instill integrated fiscal policies among the Select Board, the School Committee, and the Finance Committee with the offices of the Town Manager, School Superintendent, School Director of Finance and Operations, Town Finance Director, and Town Director of Planning and Land Management. Integrated fiscal policy among these groups is essential because the Town and Schools desire to:

- Build and maintain high quality infrastructure
- Manage Concord citizen's tax burden, with minimal reliance on Proposition 2-1/2 Overrides and Exclusions
- Maintain Concord's current Aaa bond rating, or minimally an Aa bond rating level
- Have a transparent process for capital planning, with input from the public

Because membership consists of both staff members and citizen committee members, and because one member serves on the Finance Committee (which is precluded from serving on another town committee), this group will be known as a Team, rather than a Committee. In addition, the term "Team" purposely distinguishes this group from a town committee, since this Team is meant to build a unified consensus among Town leaders from town committees (Select Board, both School Committees, Finance Committee.)

B. Membership

The Capital Facilities Planning Team shall be comprised of 7 8 members appointed by the Select Board. The term of office shall be \_\_\_\_\_ .  
Membership shall be as follows: (consider re-ordering list)

- One member from each of the CPS and CCHS School Committees
- One member of the Select Board
- One member of the Finance Committee
- Town Manager
- Town Finance Director
- Superintendent of Schools

- School Director of Finance & Operations  
[Director of Town Planning and Land Management](#)

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Draft: 6/11/19

The Team shall elect a chair, keep minutes of its deliberations, observe the Open Meeting and Public Records law, and comply with other laws and regulations fostering a free and open discussion of ideas.

### C. Duties and Responsibilities

The Concord Capital [Facilities](#) Planning Team shall develop a ten-year capital [facilities](#) plan including all foreseeable town and school capital projects, and update the plan per year.

The Capital [Facilities](#) Plan ~~shall~~should:

- [Identify a process for the evaluation, timing, and prioritization of projects taking into account the current and existing Town and School master capital facility plans/reports](#)

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- Prioritize projects, according to [demonstrable and evaluated](#) need, cost/benefit, cost avoidance, and environmental resilience.
- Recommend the optimal timing of these projects for maximum affordability to the taxpayers.
- Project and include [estimated capital](#) operating costs [with inflation factor considerations for \(construction, staff, utilities, maintenance\)](#) for all new and renovated buildings/structures. [Assume new construction consistent with sustainability definitions\\* for cost estimates.](#)
- Recommend, whenever possible, any potential savings and alternative revenues (state aid, user fees, sale of land, donations, public/private ventures, utility savings from green initiatives, [re-use of existing town property](#), etc.).
- Include specific policies and practices to ensure that capital projects are protected from the impact of climate change. This includes evaluation of the vulnerability of capital assets, such as drinking water, wastewater systems, communications and utility systems, buildings and other structures.

The Capital [Facilities](#) Planning Team ~~shall~~should encourage input from the public, including at least one public hearing per year. It is also recommended that team members meet with groups such

as the Tax Fairness Committee to understand the “affordability” component of capital projects.

The Capital [Facilities](#) Planning Team should understand and seek to apply the “best practices” used by other towns’ and states’ capital plans.

The Capital [Facilities](#) Plan should be updated annually and posted on-line, with a copy included in the Town warrant or Finance Committee book.

### **C. Other Considerations**

The Committee shall comply with the provisions of the Open Meeting Law, the Public Records Law, the Conflict of Interest Law and all other applicable laws and regulations of the Commonwealth, as well as all relevant Bylaws and Administrative Policies of the Town.

[\\*See attachment provided by Charlie Parker for the Middle School Feasibility Committee for title of reference here](#)



**Town of Concord**  
Finance Committee  
22 Monument Square  
P.O. Box 535  
Concord, Massachusetts 01742

February 15, 2019

Thomas McKean  
Chair of the Concord Select Board

Re: The need for a new Facilities Planning Committee

Dear Mr. McKean

Various entities within Concord's Town government are considering needs for large scale capital projects, with an estimated total value of \$155 million. The entities concerned would like to see these projects completed or substantially under way in the next five years.

If, in a five year time frame, the required debt service for these new projects were to be added to the Town's existing debt service obligations, it would have a significant effect on the Town's overall real estate tax burden. Based on very rough estimates of the total capital required by each of the contemplated projects, the Finance Director recently completed an analysis of how Concord's taxes might be affected if the debt service requirements of these projects were to be added to those of our existing facilities. That analysis is attached for reference.

In January 2002, faced with a similar confluence of desired capital projects, the Select Board appointed a "Facilities Planning Committee". Taken from that committee's report, which is attached for reference, the committee's charge was:

"Purpose: To develop and recommend to the Board of Selectmen, and also for the use of the School Committee, a needs assessment, sequencing, and financing plan for the maintenance, upkeep, repair, reconstruction, additions, and new construction for all Town buildings, particularly School Buildings, and those projects not part of the Capital Plan, over the next twenty (20) years. This plan will take into account and coordinate with any and all expected capital expenditures over the same time period. The goal is to develop a timing and sequencing plan, including financing, which will adequately provide for the upkeep of Town buildings and their improvement as required, either by obsolescence or needs, most immediately school buildings, in such a manner as to minimize the impact on the Town's resources."

Having reviewed the Finance Director's debt service analysis, the Finance Committee, at its meeting on Monday, February 11, 2019, voted unanimously to recommend to the Select Board that it consider establishing a new Facilities Planning Committee, as soon as possible.

Given the discussed exigencies of the new middle school, the Select Board may wish to abridge both the scope and time frame for such a new planning committee. At a very minimum, "to minimize the impact on the Town's resources", the new committee should develop a priority order and schedule for the undertaking of the contemplated capital projects.

Thank you very much for your consideration of this matter.

Regards,

A handwritten signature in black ink that reads "TOMAS TARPEY" with a stylized flourish at the end.

Tom Tarpey, Chair



Massachusetts Municipal Association

## MMA BEST PRACTICES SERIES

*Recommendations for Effective Local Government Administration and Management from MMA Policy Committees*

January 2019 • Volume 4 • Number 1

### **MMA Fiscal Policy Committee**

#### **Best Practice Recommendation: Capital Planning and Climate Change**

**BEST PRACTICE:** Update local capital improvement plans by including specific policies and practices to ensure that new and upgraded capital equipment and projects are protected from the impact of climate change. CIPs should include evaluation of the vulnerability of capital assets, such as drinking water, wastewater and stormwater systems, roads and bridges, communications and utility systems and buildings and other structures that are critical to the operation of the city or town and the health and safety of the population. Policies should have specific criteria for using climate change adaptation as a factor for adding projects to local plans and setting priorities for funding.

The Government Finance Officers Association recommends that “finance officers evaluate both the financial and non-financial impacts of a project, including environmentally responsible measures that impact the jurisdiction in the long term as well as the local, regional and global environment, changes to resource use and efficiency, and other areas that impact quality of life for the public.” The GFOA recommends policy principles to apply when developing environmental components for a capital plan, including consideration of an environmental factor when prioritizing capital needs and methods of financing capital improvements.

The GFOA also recommends that local officials take steps to “educate and communicate” with residents. “Lack of engagement with the public can increase the risk of misperceptions of environmental responsibility-based initiatives. One method of communication for finance officers is through the capital planning document itself. Governments should be clear on how environmentally supportive projects directly relate to important environmental considerations and improve the quality of life for the public.”

The Massachusetts Executive Office of Energy and Environmental Affairs manages the Municipal Vulnerability Preparedness grant program, which provides support for cities and towns to plan for resiliency and to implement climate change adaptation actions. The state awards funding to local governments to complete vulnerability assessments and develop resiliency plans. The program helps cities and towns define extreme weather and natural and climate-related hazards, and helps municipalities understand the local impacts of climate change, identify existing and future vulnerabilities and strengths, develop and prioritize actions for the community, identify opportunities to act to reduce risk and build resilience, and implement key actions identified through the planning process.

(continued, next page)

**Resources:**

- Government Finance Officers Association, “Environmentally Responsible Practices in Capital Planning”:  
[www.gfoa.org/environmentally-responsible-practices-capital-planning](http://www.gfoa.org/environmentally-responsible-practices-capital-planning)
- Municipal Vulnerability Preparedness Program: [www.mass.gov/municipal-vulnerability-preparedness-mvp-program](http://www.mass.gov/municipal-vulnerability-preparedness-mvp-program)
- MMA Best Practices Vol. 1, Number 2, Capital Planning:  
[www.mma.org/wp-content/uploads/2018/07/mma\\_best\\_practices\\_vol1no2\\_jan2016.pdf](http://www.mma.org/wp-content/uploads/2018/07/mma_best_practices_vol1no2_jan2016.pdf)
- MMA Best Practices, Vol. 3, Number 3, Municipal Climate Adaptation Plans:  
[www.mma.org/wp-content/uploads/2018/07/mma\\_best\\_practices\\_vol3no3\\_jan2018.pdf](http://www.mma.org/wp-content/uploads/2018/07/mma_best_practices_vol3no3_jan2018.pdf)

Town of Concord  
Select Board  
Priorities for Envision Concord Long Range Plan

**ECONOMIC VITALITY: SECTION 4.2**

High Priority

- Hire an Economic Vitality Coordinator if fiscally possible to inform and guide potential new businesses through the regulatory and permitting process for establishment of a new business and to collaborate with existing businesses and civic groups, some of which are described below.
- Establish an Economic Vitality Committee that includes Concord Business Partnership members, commercial property owners, renters, appropriate Town committee and/or staff members, other interested parties to: a) define economic vitality as it applies to the three Concord business districts; b) make recommendations, excluding financial support, as to how the Town can support the business districts; c) explore ways to benefit from regional efforts to achieve similar goals.
- Develop ways to encourage and enhance the visitor experience. The Tourism Officer or Deputy Town Manager may form a group that includes local businesses, historic sites, tour companies, non-profit cultural organizations, and other interested parties to develop a set of plans to attract visitors and extend their stay in Concord.
- Explore opportunities for increased development of commercial sites in available areas (e.g. Baker Ave. and Virginia Road) that would increase non property tax revenue with minimal impact on existing neighborhoods.
- Support the work of groups currently active in economic vitality efforts such as West Concord Junction Cultural District Committee, West Concord Advisory Committee and Concord Center Cultural District Committee.

**HOUSING AND LAND USE: SECTIONS 4.3 & 4.4**

High Priority

- Secure new State-approved public access to Gerow land to enable addition of one SHI-eligible affordable housing unit on land transfer to CHA approved at 2019 Town Meeting.
- Support any proposed zoning changes that expand a range of housing affordability beyond the State Housing Inventory.
- Continue efforts to implement recommendations of the Affordable Housing Funding Committee approved at the 2019 Town Meeting and, as appropriate, additionally included in its final report.
- Track the approval process of the Junction Village Project.
- Support Planning Division's recommendation on implementation of recently passed State legislation to collect tax revenue from Airbnb properties which includes a provision that a portion of those revenues be made available for affordable housing.

Medium Priority

- Working with the new Town Manager, request an overlay map(s) of existing municipal properties and potential opportunity sites (municipal, state, and privately owned) that might be useful for town purposes, identifying multiple site uses whenever possible for housing, commercial and other municipal needs in addition to considerations for preservation of agricultural land, open space, and recreation. This information should inform future proposed land acquisitions and Select Board priorities.

These four goals and their many actions offer a comprehensive approach to connect and remind residents about the assets which surround them, assets often more directly appreciated by visitors than by the taxpayers who supports them. Envision Concord acknowledges the many boards, committees, private and public institutions which exist to support our history and cultural resources and challenges the town to better educate, coordinate and engage our citizens to enjoy these assets.

This section calls for a review and renewal of our understanding of Concord's commitment to stewardship of cultural and historic assets and inspires a myriad of small and large actions: all of which can be started with little budgetary impact; and all of which will benefit our retail and residential values. Given the central importance of our historic and cultural base, one would expect these recommendations to be well supported.

### **Sections 4.2 Economic Vitality**

Section 4.2 Economic Vitality, as with others in the report, is quite significant. How this issue is address will likely have important consequences for the Town, it's citizens our overall economic wellbeing. It should not go without saying that economic vitality's importance is two-fold. First, vibrant town centers are important to the 'character' of the Town. Town character is always listed in our surveys, along with schools and taxes, as most important to citizens. Second a vibrant business sector is a source of tax revenue which, as the report mentions, can 'modulate increases in residential property taxes.'

A number of statistics are presented in the report that indicated that Concord, has not been as vibrant when compared to Middlesex County and the State. Concord has lost jobs over the period from 2005 to 2015 while both the county has the state have made gains following the 2008/09 recession. One bright spot for Concord has been the growth of education and health service positions which has significantly outstripped both the County and the State's growth rates in this section. And, for all three entities, health and education jobs has shown the largest growth of all sectors over the same period.

The report develops four interrelated goals. The first focuses on improving the village centers to make them more vibrant and pedestrian-friendly. The second calls out the issue of attracting a workforce as a particularly important issue. The third focuses on supporting entrepreneurship, both social and business, noting that Concord has a 12% self-employed, twice the state average. And, the four goal encourage building local civic and governments capacity for economic growth<sup>2</sup>. The report states a number of actions that could be taken in furtherance of each goal, but the overarching point, I believe, is that the Town should hire a person that could spearhead the effort to promote economic and tourism developments.

The report states, 'Consider establishing a Town economic development staff position, this new staff person would oversee the implementation of the Economic Vitality

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<sup>2</sup> We don't believe the report calls out tourism, specifically, as a focus of Economic Vitality. It should. Nor does it mention the National Park, a source of almost a million visitors to Concord each year. However, tourism can easily be encapsulated in Economic Vitality and the National Park as part of the public-private partnerships mentioned in the report.

component of Concord's long-term plan..." We believe this one action, along with creating an Economic Vitality Committee, would be the most important first step toward accomplishing the goals outlined in the report. The new staff position and the committee could work together to expand on actions mentioned in the report, develop priorities for implementation and serve as a method to increase citizen involvement in this important topic.

### **Section 4.3 Housing**

The leading narrative for this section states "The Town seeks to balance the demands for a wider range of housing options with affordability for all residents". A variety of strategies are suggested requiring both town government action and private sector solutions for achieving more housing choice to allow Concord residents to remain in Concord and provide housing for a diversity of residents, including young professionals and families, empty nesters, seniors, and those increasingly squeezed out by high housing costs. Seriously addressing the issue of housing with a range of affordability has implications for local economic vitality and community cohesiveness including issues of diversity and equity, all of which contribute to a sustainable community.

In this section, *Envision Concord* includes developing realistic, achievable targets for preserving or creating housing of all types, bringing together private and public groups of a variety of disciplines and interests to identify solutions to meet housing needs. Developing additional, self-sustaining funding mechanisms to specifically support achieving some of the affordable housing goals is further recommended.

Renovation of existing single-family homes in all zoning districts is encouraged in addition to discouraging the demolition of smaller homes to be replaced with larger, more expensive homes. Zoning recommendations include creating accessory dwelling units within existing structures in all zoning districts; and allowing cluster development and cohousing in designated areas. Identifying regulatory tools and tax incentives to encourage developers to build housing near town centers in ways that reinforce existing historical character and support sustainable development practices might also be explored.

*Appendix D Smart Growth Analysis Supplement of Envision Concord* addresses Smart Growth development in detail with mixed use development proposed for areas close to Concord Center, The Thoreau Depot Area, and West Concord Center Area as targeted areas to help meet Concord's housing goals for a range of affordability and potential additional commercial development. "While development will occur outside of the focus areas, the intent of this analysis is to show potential capacity for additional housing and commercial space that is more environmentally and socially sustainable. Location, transportation accessibility, and walkability are significant factors for allowing appropriately denser projects to occur with fewer traffic and environmental impacts while increasing housing variety/choice and the overall market base for local businesses." 40R overlay districts and other zoning possibilities to explore are already being added to plan suggestions.



90 Stow Street  
Concord, MA 01742  
978-287-1053

# Memo

TO: Michael Lawson, Chair of Select Board  
FROM: Ryan Kane, Recreation Director  
DATE: June 27, 2019

The Recreation Department which manages the Visitor Center in Concord center is involved in many facets of the community including the economic vitality of the local business. The Department sees great potential in the Visitors Center and believes that with the right action plan and coordination from a full-time staff member the Center can add to the local tourist economy in multiple ways. Here is some of what has already occurred and or is planned for the Visitor Center in relation to the Town's economic development.

## **Partnering with Travel & Tourism Associations**

- The Concord Visitor Center has joined the following travel & tourism associations. Although we have not yet fully utilized these resources, just being a part of these groups has already established great connections for local business.
  - Greater Merrimack Valley Convention & Visitors Bureau
  - American Bus Association

## **Special Events that draw a Regional audience**

- The department is charged with managing great programs and events for the Concord Community. When plausible events and activities can successfully serve both the local and regional community. The three events below have all become fantastic regional events that showcase Concord Center to a regional audience. Although visitors may or may not spend directly in the community, these events provide a showcase of what the community has to offer
  - Jazz Fest, early June
  - Holiday Tree Lighting & Parade, first Sunday in December
  - Noon-Year's Eve event at Hunt Gym

## **Hired consultant to evaluate current status of tourism and make recommendations towards Strategic Plan**

- Hired "Open the Door Biz" to consult for the Town. Open the Door has successfully worked with similar communities including Destination Salem and the Greater Boston Convention and Visitors Bureau. Open the Door will undertake a two-phased, multi-pronged approach that incorporates primary and secondary research, key stakeholder interviews and analysis of industry research & trends in order to develop a plan to effectively market and promote the Town of Concord as well as its cultural districts to year-round to local, national and international audiences. Please see attached Proposal for details on the two-phases that "Open the Door Biz" will be undergoing.

## **Hosted local meetings on tourism**

- The Department has hosted multiple meetings within the local community to discuss needs, strategies, upcoming happenings, etc... Local travel & tourism organizations along with local business connected to tourism have been invited. This has led to better connections with the Greater Merrimack Valley Convention & Visitors Bureau and provided some great direction in driving the department to see the need for Visitors Center/Tourism Manager for the community.

**In process of hiring a Visitor Center/Tourism Manager for The Town of Concord**

- First round interviews are scheduled for this coming Tuesday. The vision of this position is that it is not only an individual to manage the daily operations of the Visitors Center but that it will also be the key person representing the Town and creating connections/partnerships to better promote the “entire” Concord destination. This individual will be vital to communicating with the Community and playing out a Strategic Plan to effectively serve the Concord community and the “visitors” to our community.



May 23, 2019

Mr. Ryan Kane  
Recreation Director  
Hunt Recreation Center  
90 Stow Street  
Concord, MA. 01742

Dear Ryan:

Thank you for the opportunity to submit a proposal to develop a strategic marketing plan including measurement tools for the Town of Concord.

Specializing in business development, marketing and public relations, Open the Door works with companies in North America and overseas to develop and implement strategic communications programs.

Open the Door is certified by the Massachusetts Supplier Diversity Office as a MBE/WBE business. Our staff is comprised of professionals with extensive marketing, public relations, and sales expertise with a proven track record of success. We are professional, detail oriented, diplomatic and very resourceful! We provide all of the services needed to get the job done quickly, professional, efficiently and effectively, and we are known for completing projects on time and within budget.

***Background***

Founded in November, 2001, Open the Door provides innovative solutions and a fresh approach to marketing and communications, specializing in economic development and tourism.

Our strategic planning, marketing and communications programs are highly proactive and work towards meeting specific objectives and measurable results. Understanding how the consumer thinks, how to build a brand, how to leverage partnerships and how to create new and innovative programs to increase business are some of the key qualities we possess.

Open the Door is skilled in a variety of services offered to our clients. As a results-oriented organization, we have an entrepreneurial spirit and the courage to do things differently. Our capabilities include, but are not limited to:

- Development and/or implementation of strategic plans;
- Competitive analysis;
- Branding & messaging;
- Sales, marketing and/or public relations representation;
- Program management;
- Strategic alliances & co-branding;

- Communications services;
- Website content development & management;
- Social Media content management;
- Database development and maintenance;
- Leads generation;
- Sales promotion activities, including sales calls, product launches and trade shows;
- Creative marketing and e-marketing campaigns;
- Graphic design, copywriting and print production management for newsletters, brochures, sales kits, press kits, ads, invitations, & other collateral;
- Promotional events.

### **Staff**

Christina Pappas, President: Christina Pappas founded Open the Door to provide clients with a unique network of marketing and communications options. With over 30 years' experience, Pappas' background covers a solid career in the hospitality industry holding the position of Director of Marketing for both the Massachusetts Convention Center Authority and the Massachusetts Port Authority before founding Open the Door in November, 2001.

A solid leader with a number of key relationships on local, regional and international levels, Pappas has been responsible for:

- Creating a global destination marketing program that positioned Boston & New England as a world class destination in over 20 countries resulting in a 15% increase in international visitors to the region, 12% above the national average;
- Increasing awareness of Hyatt Regency Boston among consumers and travel trade over a 12-month period, resulting in: 25% increase in hotel revenues; 127% increase in packages sold over the previous year; and \$774,000 worth of free publicity in radio and print media;
- Increasing visitor numbers 10% to the City of Salem, during the 2008/2009 time recession, resulting in a significant increase in budget from the City of Salem to the destination marketing effort.
- Generating over \$750,000 worth of media coverage for The Palm, Boston over a 12-month period;
- Developing strategic partnerships with corporate partners which resulted in leveraging marketing budget dollars a spectacular 600% for the Massachusetts Port Authority;
- Planning and implementing all domestic and international advertising, sales promotions and public relations for the Massachusetts Convention Center Authority, generating a 500% growth in awareness over an 18-month period in the United Kingdom alone.

While at Massport, Pappas was responsible for overseeing a staff of six, as well as managing and overseeing eight overseas representation offices, managing over three hundred events, educational trips, programs and tradeshow a year, as well as ensuring that all programs generated results and did not exceed budget. In addition, she increased private sector participation in Massport run programs from 40 to over 250 companies over a three-year period.

With extensive experience in all aspects of marketing, including branding, advertising, sales, promotions and public relations, Pappas has been recognized for her marketing expertise by the Travel Industry Association of America and the Hospitality Sales & Marketing Association International, with over 30 awards for advertising, public relations and community programs.

She has served on the board of the Travel Industry Association of America, MAASH (Massachusetts Advocacy for Arts, Sciences, and Humanities), and Skai International Boston

where she was also President from 2011 – 2012. She is a member of Professional Convention Management Association, Meeting Professionals International, the Greater Boston Convention & Visitors Bureau, Massachusetts Lodging Association, North America Travel Journalists and the Public Relations Society of America. Pappas also served as an adjunct professor at the Boston University School of Hospitality.

Katie Auer, Marketing & Communications Manager: Katie Auer joined Open the Door three years ago and is responsible for assisting with the development of Open the Door's communication services, including newsletters, advertorials, press releases and website copy, among other activities. She is also responsible for the creation and implementation of social media content and campaigns for a number of clients. Her social media work for the Harraseeket Inn's Facebook page has resulted in the engagement rate doubling, an increase of average monthly post reach by 110%, and a follower increase of 20%. In addition, she has played an instrumental role in the development of marketing plans that Open the Door has written for other municipalities where her responsibilities included identifying and analyzing research, building data charts, and creating content calendars.

### ***Experience with similar projects***

With over thirty years of experience in economic development for destinations, Open the Door has been responsible for the creation and/or implementation of marketing plans & branding for a variety of destinations, hospitality and cultural organizations, including, but not limited to, the following:

- City of Salem/Destination Salem
- City of Somersworth, NH
- Town of Provincetown, MA
- Town of Dedham, MA
- City of Gloucester, MA/Discover Gloucester
- Greater Boston Convention & Visitors Bureau
- Cambridge Office for Tourism
- Providence/Warwick Convention & Visitors Bureau
- Fostering the Arts & Culture in Franklin County
- New Bedford Chamber of Commerce/Southeastern Massachusetts Convention & Visitors Bureau
- Central Massachusetts Convention & Visitors Bureau
- Greater Merrimack Valley Convention & Visitors Bureau
- Harraseeket Inn
- Publick House Historic Inn
- Clearwater Beach Hotel
- Boston Children's Museum
- French Library & Cultural Center
- Massachusetts Cultural Council/New England Foundation for the Arts
- Boston University – Conferences & Events

The plans have focused on analysis of organization, operational management, branding, advertising, marketing, economic development and partnership programs. The final products have included written plans, as well as action plans and budgets.

## **Approach to Project**

Concord is a town rich in history and offering a wide range of activities and attractions for visitors. From visiting the North Bridge and the “shot heard ‘round the world” to exploring the places made famous by the town’s literary community, visitors have a wide variety of choices when it comes to planning their time in Concord.

Open the Door will undertake a two-phased, multi-pronged approach that incorporates primary and secondary research, key stakeholder interviews and analysis of industry research & trends in order to develop a plan to effectively market and promote the Town of Concord as well as its cultural districts to year-round to local, national and international audiences.

Following are the strategies that will be undertaken in Phase I:

- *Conduct primary research through key stakeholder interviews and surveys*  
Open the Door will undertake individual and group interviews of stakeholders identified by the Town of Concord. This information will assist in better understanding the current positioning and brand awareness of the Town, and identify existing challenges and opportunities.
- *Conduct analysis of comparable communities*  
Open the Door will conduct a comparative analysis of similar communities and evaluate marketing efforts and brand positioning of destinations that have been identified as comparable to the Town of Concord.
- *Obtain and analyze secondary research*  
We will obtain information through a variety of sources and analyze industry research and trends in order to provide information on the way general consumers are making decisions and traveling. This information will help to drive strategy, allow us to create useful benchmarks for measurement of success, as well as provide new methods on which to reach consumers (mobile, social, digital, etc).
- *Review Mass400 efforts*  
We will also review the efforts of Mass400, as well as other destinations in Massachusetts that are starting to plan their celebrations, and evaluate where there may be opportunities to leverage or lead promotions.
- Recommend and develop specific measurement tools to create a baseline for ROI for the tourism program, including creation of reports that include number of partners, visitor center statistics, fulfillment, web analytics, etc.
- Phase I activities will also include the development and implementation of a visitor survey

Phase II will encompass the development of the Strategic Plan that will include such items as:

- Recommendations on target audiences for Town of Concord
- Analysis and recommendations for how the destination should position itself to potential visitors (local, regional, national, international)
- Evaluation and recommendation of the most effective marketing strategies. Elements may include, among others:
  - Effective use of logo and branding

- Website
- Print and online advertising
- Educational trips for trade and media
- Printed materials
- Digital Marketing
- Social Media
- Media Relations
- Community Relations
- Present a series of opportunities for the cultural, business & tourism communities to work together and leverage marketing efforts and resources
- Provide a prioritized program that includes communications (topics for suggested itineraries, story ideas for releases, newsletter and email recommendations, etc....), social media, suggested media for advertising (print, broadcast, digital, online), special events, collateral, direct sales, web and other strategies for implementation.
- Include a detailed action plan outlined in Excel, broken down by strategies/tactics and the corresponding month that the activities should take place.
- Analysis of initial Visitor Survey

**Cost/timeline:**

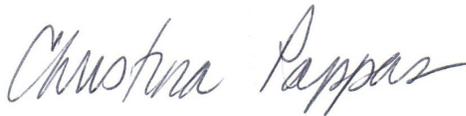
The cost to produce Phase I of the Strategic plan will be \$5,000 and will be completed by June 30, 2019.

The cost to produce Phase II of the Strategic Plan will be \$4,850 and will be completed by August 31, 2019.

Ryan, thank you again for this opportunity to submit a proposal. I am fully confident that our expertise will have a significant impact on the efforts of the Town of Concord and we would welcome the opportunity to put all of our experience and contacts to work for you.

Please don't hesitate to let me know if you have any questions. I look forward to having the opportunity to speak with you soon.

Sincerely,



Christina Pappas  
President

## **Visitor & Tourism Manager**

Department: Town Manager's Office  
Reports To: Deputy Town Manager/Recreation Director  
Date: January 2019 DRAFT

Salary Grade: MP-1 RECOMM  
Appointed by: Town Manager  
FLSA Status: Exempt

### **GENERAL SUMMARY:**

The Town of Concord is seeking a dynamic, passionate and innovative self-starter to serve as our very first Visitor and Tourism Manager. As an integral part of the Town's outreach team, the Manager will help to design, promote and initiate new programs and strategies which work to increase visitor and business traffic in Concord and West Concord. Incumbents shall work to safeguard Concord as a unique and desirable tourist destination by developing, planning, organizing and administering programs, events and initiatives that focus on local and regional attractions. The Manager will advance Concord as a premiere regional visitor destination – creating collaborative solutions to regional travel challenges and helping to promote current and future local business and development models throughout the community. Under the direction of the Deputy Town Manager and the functional oversight of the Recreation Director, the Manager will work to build collaborative relationships with community leaders, business owners and other stakeholders.

### **ESSENTIAL JOB FUNCTIONS:**

External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.

- ◆ Manages all functions of the Town's Visitor Center including staffing, daily operations, merchandise management, and ongoing marketing and tourism growth.
- ◆ Develops and oversees local tours of Historic Concord by Visitor Center staff and promotes the tour operation to both the unique daily visitor and the organized outside groups.
- ◆ Works with various Town Committees, Boards and Departments to develop strategies, programs, and policies to promote tourism in Concord.
- ◆ Develops and implements tourism marketing plans for Concord.
- ◆ Proposes and maintains tourism budget; plans new research-based advertising strategies for current and subsequent years that will increase leisure travel market activities.
- ◆ Oversees marketing efforts related to visitor services and economic development including: creative message development and organization of various media information as well as the design and printing of marketing publications, maps and informational pamphlets.
- ◆ Develops relationships with state, federal and other regional tourism-based organizations including writers, tours operators and travel agents.
- ◆ Prepares press kits for media releases, builds campaigns and stories to promote unique area selling points, designs, develops and conducts tours of Concord areas for media, event planning, tour operators and travel agents, promotes attractions & community events to visitors.
- ◆ Contributes and monitors web content related to tourism and economic development; coordinates with Public Information Officer (PIO) to create annual reports on the effectiveness of the website; gathers data and prepares annual tourism analysis for Town Report.
- ◆ Represents Concord in joint planning sessions to establish regional tourism goals, objectives and programs; serves on local committees, as assigned, to enhance tourism and help to boost area economic development.

- ◆ Formulate relationships with regional and local tourism stakeholders. Attends meetings, seminars, conventions, and workshops to remain informed of advancements, initiatives and changes within the tourism industry and/or to exchange information with other similarly-tasked groups and organizations.
- ◆ Ensures programs and activities are in compliance with applicable laws, regulations, policies and procedures; obtains/maintains necessary licenses for program operations; implements and enforces safety-related requirements and guidelines; supervises activities of program staff to ensure that work is performed is compliant; advises Recreation Director and Assistant Director of any concerns.
- ◆ Assists Recreation Division in coordinating special events, as needed.
- ◆ Regular attendance at the workplace is required.

**SUPERVISORY RESPONSIBILITY:**

Supervises the activities and performances of Visitor Center and events staff; carries out supervisory responsibilities in accordance with Concord’s policies, departmental policies and procedures, and applicable laws. Duties may include interviewing and training employees; planning, assigning, and directing work; appraising performance; addressing complaints and resolving problems as assigned by supervisors; and making recommendations to the Recreation Director concerning employee hiring, rewards or discipline.

**EDUCATION, EXPERIENCE & SPECIAL REQUIREMENTS:**

- ◆ Education and experience equivalent to Bachelor’s degree in Travel & Tourism or related field, plus one to three years of relevant experience that includes tourism and work within a historical community; or any equivalent combination of education and experience.
- ◆ Valid motor vehicle operator’s license, with a safe driving record and ability to provide personal vehicle for transportation.
- ◆ CPR Certification, AED Training and First Aid Certification preferred or ability to obtain within six (6) months of hire.
- ◆ Ability to obtain Town of Concord’s ‘Licensed Guide’ Certification within eighteen (18) months of hire.

**KNOWLEDGE, SKILLS & ABILITIES:**

- ◆ Considerable knowledge of principles and activities related to travel, tourism and economic development. Ability to work effectively under time constraints, to delegate responsibilities, and to motivate large numbers of employees.
- ◆ Strong skills in customer service and public relations; Ability to communicate effectively and efficiently both verbally and in writing. Ability to deal tactfully, patiently and appropriately with a variety of people, including citizens of foreign countries and those who do not speak English as a first language.
- ◆ Working knowledge of computers and PC-based software – word processing, spreadsheets and desktop publishing. Ability to work with graphic design software, scheduling and presentation software. Ability to work with hardware: disk drives, scanners, external CD drives and external hard drives.

**WORKING CONDITIONS & PHYSICAL DEMANDS:**

Atypical office environment, seasonally subject to extreme variations of temperature, odors, etc. Majority of work is performed in a moderately noisy work environment, with constant interruptions. Often subjected to the demands of other individuals and the volume and /or rapidity with which tasks must be accomplished.

Regularly operates a computer, printer, video display terminal, typewriter, calculator, telephone, copier, facsimile machine and all other standard office equipment, as well as a variety of retail and storefront equipment. Systems require excellent eye-hand coordination and finger dexterity; balancing, crouching, grasping, pulling, reaching and stooping are required.

Employee may infrequently lift and/or move objects weighing up to 25 pounds, such as equipment, supplies, etc. Vision and hearing at or correctable to normal ranges; ability to distinguish colors.

***The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.***

***This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.***

## Advisory Board

Kathi Anderson, Executive Director, Walden Woods Project & Thoreau Institute

Ed Begley, Jr., Actor, Environmentalist

Douglas Brinkley, Author, Professor of History, Rice University

Richard D. Brown, Professor of History, Emeritus, University of Connecticut

Ken Burns, Director, Producer, Historical Documentarian

Edward Countryman, Professor of History, Southern Methodist University

Robbie Cox, Former President, National Sierra Club, Professor Emeritus, UNC

Joan Cusack, Actress

Michael S. Dukakis, Professor, UCLA & Northeastern University, Former Governor of Massachusetts

Eric Foner, Professor of History, Columbia University

Doris Kearns Goodwin, Historian, Author

Don Henley, Recording Artist, Founder, Walden Woods Project

James O. Horton, Professor of History, Emeritus, George Washington University

Laura Johnson, former President, Massachusetts Audubon Society

Michael Kellett, Executive Director, Thoreau Country Conservation Alliance & RESTORE: The North Woods

David McCullough, Historian, Author

John Hanson Mitchell, Author,

Richard Moe, Former President, National Trust for Historic Preservation

Wesley T. Mott, Editor, Emerson Society Papers, Professor Worcester Polytechnic Institute

Edward O. Wilson, Naturalist, Professor Emeritus, Harvard University

## Executive Director

Anna West Winter



# Save Our Heritage

Protecting the birthplace of the American Revolution, the cradle of the American Environmental Movement, and the home of the American Literary Renaissance.

June 24, 2019

The Select Board of Concord  
22 Monument Square  
Concord, MA 01742

RE: July 1 Select Board Meeting; Economic Vitality of Concord Center

Dear Select Board,

We would like to submit the following thoughts for your consideration as you examine opportunities related to improving economic vitality, with a particular focus on Concord Center.

Town citizens have expressed growing concern over the past few years regarding the economic vitality of Concord Center, both through the Envision Concord process, and through Town Meeting where the formula business bylaw for Concord Center was recently passed. Our organization, Save Our Heritage, worked to ensure that citizens were informed about the challenges faced by Concord Center Businesses, and about the purpose and possible benefits of a formula business bylaw. While this bylaw may help the situation, and it demonstrates to businesses that we are trying to help, we all know this is not enough.

While some predict gloom and doom regarding small retail establishments in general, Concord has some unique advantages that should allow it to thrive in this environment. It has nearby tourist attractions, has retained much of its historic charm, is compact enough to be “walkable”, and is not divided by a major highway. There are only few Town Centers with such a combination of assets, a similar one being in Chatham (although Chatham center suffers from extreme seasonality).

If we are able to sustain the vitality of the Concord Town Center, the weakness of other town centers will make Concord center even more unique and more attractive over time, which has the potential to increase visitation. In fact, our plans should specifically include a goal to increase visitation of Concord Center.

Despite our favorable situation, we do have a few major challenges, and some opportunities, that the Town government needs to address in order to realize our potential. As long time residents of the Town and based on conversations we have had with shopkeepers and other citizens (although not a scientific survey), we would like to suggest the following priorities:

## Parking

We urge the Town not to rely on parking studies to evaluate the adequacy of parking in Concord, but to consider the real-world experiences of people and the likely consequences. Parking studies cannot measure the people who avoid the Town due to parking problems. They do not capture the frustration of visitors. As just an example, someone wanting a hardware store can reliably find a parking space at True Value next to Crosby's, but might drive around for a frustrating 15 minutes or more trying to find a space to visit Vanderhoof's. No parking study will find the trend for customers to move to True Value from Vanderhoof's.

Many shopkeepers believe that parking is the #1 problem constraining their business. Many citizens avoid Concord Center because they cannot find a parking space. Many people are frustrated by the extra time required to search for a parking space.

Unfortunately, when the Town takes the time to improve a parking area, general purpose parking spaces are typically LOST as they were at Keyes Road. The Town attempted to use meters to free up spaces from all-day parkers but it is generally thought that this was not effective.

We suggest, for your consideration, that the Town institute 3-hour parking at all lots and streets downtown. The technology for enforcing such regulations is now available and quite effective as anyone who tries to park in Cambridge in excess of the allowed time can attest. To make this work, the Town would need to provide all day parking for the many employees who need parking in Concord Center. This could be accomplished by constructing a special lot for that purpose, for which Town employees and downtown renters could have parking stickers. Obviously, it would be advantageous for such parking to be located within walking distance of the downtown.

To make the Town more tourist friendly, it is essential that we offer special locations for the parking of Tour buses so that tourists can conveniently visit downtown shops. At a minimum there needs to be a special passenger drop-off area for buses and then a designated remote parking area for the buses.

While the topography of downtown makes adding parking challenging due to lack of space, the Town should investigate opportunities to acquire such space. In addition, the recent use of the over-wetlands deck at Concord Market shows how the Town might gain some significant parking using such a technique in other places near the center. A multi-deck parking garage should only be a last resort, due to the major expense, and how it would transform the Town's character.

While there may be many candidate sites, we suggest the consideration be given to using the Keyes Road truck depot. If given the choice today, the Town would never take prime real estate

near the Town center and use it as a truck depot. This area could be reclaimed for parking and the truck depot moved to a more suitable site. Among other problems, truck depots are known for hydraulic and fuel spills so such an activity is inappropriate in an area surrounded by wetlands and the Concord River. There certainly may be other even better options for all-day parking, but the core idea is to provide a separate all-day parking area, possibly with sticker access, in order to free up precious parking in the center and allow a uniform parking time limit downtown.

The Town needs to solve the parking problem as the top priority in order to preserve and enhance the economic vitality of the Town Center. The suggestion above is just an example illustrating that the situation is not hopeless and could be solved.

## Optimize Walkability

The Town remains confusing to many visitors. The Town should work together with the historic sites and businesses to create walking patterns that optimize the visitor experience. The example of the “Freedom Trail” red brick path in Boston is a good example of this. Examples of walkability failures in Concord include visitors who try to walk from downtown to the museum on the south side of the road and get dangerously stranded in front of the Gun House with no sidewalk. Or people who try to walk from downtown to the North Bridge and go up Lowell Road based on maps, instead of the more picturesque Monument Street. Or people who never find Sleepy Hollow, Orchard House, the Emerson House, or even the Old Manse. We need defined paths that bring people to these sites on the safest and most enjoyable paths, and also route people through the downtown area to expose them to local businesses. This could all be accomplished with minimal cluttering signage, although there probably should be a large centrally located map showing the various paths near the square, like near the “Jethro’s Tree” sign.

In addition to improving the visitor experience, such an effort demonstrates that we are “tourist friendly” and open for business. We must avoid conveying that we find tourists “annoying” and instead communicate that we value and embrace tourists as critical to sustaining both our economic vitality and our historic institutions.

## Business-Friendly Regulations

The Downtown consists of many old buildings that do not meet modern code requirements. The Town should try to work with businesses to help them adapt to modern regulations while at the same time understanding that it is not in our interest to knock down and replace these buildings but to work to retain them, which may require creative solutions to modern code requirements. The Town should work constructively and, in some cases, incrementally- to help businesses meet the *intent* of keeping spaces safe and accessible, but where the history of the building makes meeting the exact letter of the regulations prohibitive. This tone needs to be set in our regulatory and inspection departments. This will be especially important for cases where old spaces are used for food service, which in a tourist environment becomes a key part of a downtown area.

Thank you for your consideration,



Neil Rasmussen  
President, Save Our Heritage  
[neil@saveourheritage.com](mailto:neil@saveourheritage.com)