



# Article 16: Tax Incentive Financing Agreement

- Mr. Lawson moves: that the Town take affirmative action on Article 16 as printed in the Warrant.



# Summary of Article 16

- Approve a Tax Increment Financing Agreement between the Town and Concord Heights ALF ( a draft is available from the Town Clerk and is posted on the Town's website.
- Approve an Economic Development Incentive Program – Local Incentive Only.
- Authorize the Select Board to execute the TIF Agreement



# The Project

- The project consists of 83 units of affordable assisted living located at the Junction Village property which was given to the CHDC by the State in 2013 with restrictions that the property could only be used for affordable housing and open space. The proposed buildings would occupy approximately 4 acres of the site and the remaining approximately 8 acres would be protected open space.



# Junction Village Background

## Town Meeting Action:

- At Town Meeting in 2017 a Community Preservation Committee Appropriation of \$350,000 for the Junction Village Project was approved.
- Addition appropriations were approved at Town Meeting in 2018 for \$350,000 and in 2019 for \$300,000.
- Town Meeting in 2017 appropriated from Free Cash \$1,000,000 for the Junction Village Project.
- The proposed Junction Village budget included an annual payment of \$75,000 to the Town as taxes and a ground lease to the CHDC.



# Current Status of the Project

- Grantham has applied to the State for tax credits twice. The applications were denied, not unexpectedly, both times.
- Following the second denial, Grantham was asked to complete certain tasks -- an indication that the third request would be successful.
- One task was to get an official tax liability estimate from the town assessor.



# How Does it Work

- There is an application to the State as part of the Economic Development Incentive Program (EDIP) as a Local Incentive-Only Application.
- If granted, it allows the Select Board to create an Economic Opportunity Area at the proposed site of Junction Village.
- To be granted, certain criteria need to be met – the enabling criteria for this project is the creation of 30 full time positions.
- If granted, it allows the Select Board to execute a TIF if approved at Town Meeting.



# What is Tax Incentive Financing (TIF)

- A TIF allows the Town to reduce for up to a twenty-year period, the property valuation of a project resulting from its development in an Economic Opportunity Area. In so doing, the taxes assessed on the property would thereby also be reduced.
- Property valuation for the project would vary over the period based: 1) the percentage reduce in valuation contained in the TIF, 2) the tax rate and 3) the commercial success of the project.



# An Example

- Assessor's Property Valuation (including personal property) = \$10,000,000.
- Tax Liability = \$187,000.
- TIF Valuation reduction = 60%.
- Revised Property Valuation = 4,000,000.
- Revised Tax Liability = \$75,000.



# The Actual TIF

- Developed for a 17-year period.
- The property valuation is \$13,982,443
- Has a property valuation percentage reduction of 77%.
- A draft agreement is on file with the Town Clerk and is also posted on the Town website.



# Article 16: Tax Incentive Financing Agreement

- Mr. Lawson moves: that the Town take affirmative action on Article 16 as printed in the Warrant.

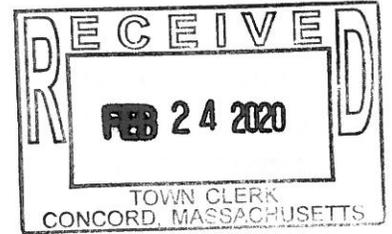
**TAX INCREMENT FINANCING AGREEMENT**

**BY AND BETWEEN**

**THE TOWN OF CONCORD**

**AND**

**JUNCTION VILLAGE ALF LIMITED PARTNERSHIP**



THIS TAX INCREMENT FINANCING AGREEMENT (the "Agreement") is made this \_\_\_\_\_ of \_\_\_\_\_, 2020, by and among the TOWN OF CONCORD (hereinafter referred to as the "Town"), acting by its Board of Selectmen as authorized by vote of Town Meeting, and Junction Village ALF Limited Partnership (hereinafter referred to as the "Company").

**RECITALS**

**WHEREAS**, the Town is a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts having a principal place of business at 22 Monument Square, Concord, MA 01742; and

**WHEREAS**, the Company is a Limited Partnership duly organized under the laws of in the Commonwealth of Massachusetts with a principal place of Business at 99 Pleasant Street, Marlborough, MA 01752; and

**WHEREAS**, the Company plans to commence construction of an approximately 54,000 square foot affordable assisted living located at 6X Winthrop Street, Concord, Massachusetts on property owned by Concord Housing Development Corporation – JV, LLC and shown on the attached Concord Assessors Map 8D Parcel 2013-1 (hereinafter the "Property"); and

**WHEREAS**, the Company plans to invest at the Property approximately \$19,998,525 million to develop and operate the Christopher Heights of Concord at Junction Village (hereinafter the "Project") an affordable assisted living facility featuring 83-units of low- and moderate-income housing 100% of which will contribute to the Town of Concord's Subsidized Housing Inventory; and

**WHEREAS**, the Company, as a result of the Project, intends to create 30 new permanent full-time jobs at the facility on Winthrop Street; and

**WHEREAS**, the Company intends to apply for status as a Local Incentives-Only Project under the Massachusetts Economic Development Incentive Program ("EDIP); and

**WHEREAS**, on February 24, 2020, the Select Board recommended approval of this Agreement to the Concord Town Meeting; and

**WHEREAS**, on April 27, 2020, the Concord Town Meeting voted to approve this Agreement; and

**WHEREAS**, the Town strongly supports increased economic development to provide additional jobs and increase the Town's Subsidized Housing Inventory with the additional affordable housing units to be created by the Project.

**NOW, THEREFORE**, in consideration of the mutual promises of the parties' contained herein and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

**A. THE TOWN'S OBLIGATIONS**

1. A Tax Increment Financing ("TIF") exemption (the "Exemption") is hereby granted to the Company by the Town in accordance with Chapter 23A, Sections 3A to 3F; Chapter 40, Section 59, and Chapter 59, Section 5, Clause Fifty-first of the Massachusetts General Laws and the applicable regulations thereto. The Exemption for real estate taxes shall be for a period of fifteen (15) years (the "Exemption Term"), commencing in the fiscal year for which the Town has increased the assessed value at the Property to the full assessed value of the Project at the Property (the first day of such fiscal year in which said full assessed valuation occurs is hereinafter referred to as the "Start Date"); and shall provide an exemption from taxation of the new incremental value of the Property resulting from the Project, as determined by the Town of Concord Assessor, as follows:

<b>Fiscal Year</b>	<b>Exemption Percentage</b>
1	77%
2	77%
3	77%
4	77%
5	77%
6	77%
7	77%
8	77%
9	77%
10	77%
11	77%
12	77%
13	77%
14	77%
15	77%
16	77%
17	77%

2. The Base Valuation shall be the assessed value of the Property for Fiscal Year 2021 in the amount of \$1,444,200.
3. The Base Valuation shall be adjusted annually by an adjustment factor, which reflects the increased values within the community, as provided in Chapter 40, Section 59 of the Massachusetts General Laws.

4. Notwithstanding the foregoing Exemption Schedule or anything in this Agreement to the contrary, the total amount of the Exemption authorized by this Agreement commencing on the date hereof, shall not exceed \$3,000,000. Once the total amount of said Exemption has reached \$3,000,000, the percentage of the Exemption shall be reduced to zero and this Agreement shall terminate at the end of the Fiscal Year in which the Exemption is reduced to zero.
5. The Assessor shall remit to the Company annually, by December 31<sup>st</sup>, a statement of the amount of the exemption for each fiscal year of this TIF Agreement.
6. The Company is also subject to Personal Property tax, which will be exempted at the same percentages as the Real Estate.

## **B. THE COMPANY'S OBLIGATIONS**

The Exemption granted to the Company by the Town hereby is in consideration of the Company's following commitments:

1. Company shall create thirty (30) new permanent full-time jobs over a three (3) year period commencing upon certificate of occupancy for the Project at 6X Winthrop Street in Concord. The Company's job retention and creation plans shall be outlined in the Employment & Job Creation section of the EDIP Local Incentive-Only Application to be submitted to the State in connection with the Company's request for a TIF exemption.
2. Provided the Company receives the necessary and appropriate governmental and regulatory approvals to do so, it shall construct an approximately 54,000 square foot 83-unit, affordable assisted living facility at the Property.
3. The Company plans to invest in the Project approximately \$19,998,525 million. The Company expects to complete the Project by April 1, 2022, and in the event of construction delays no later than April 1, 2023.
4. Subject to applicable law, the Company will use reasonable efforts, including, but not limited to, cooperating with the Massachusetts Executive Office of Labor and Workforce Development in order to identify and to hire qualified residents within the region to fill vacancies within the Company for Concord-based jobs as they develop.
5. The Company shall submit an annual report pursuant to General Laws Chapter 23A, Section 3F to the Massachusetts Economic Assistance Coordinating Council ("EACC") through the Commonwealth's on-line portal for each year of the Application designation. The annual report shall include the number of jobs created, and value of the Property capital investments and other related items with respect to the Property annually and on a cumulative basis. The Company shall submit a report as required by General Laws Chapter 40, Section 59(viii) to the Town Clerk and

EACC.

6. Subject to the provisions of this Agreement, the Company shall pay all real estate taxes owed to the Town relating to the Property in a timely fashion. The Company shall also pay the real estate taxes as assessed by the Town on any partial construction completion in full and in a timely manner.
7. In the event of any de-certification by the EACC, the Town shall discontinue the Exemption benefits described above, commencing with the fiscal year immediately following the year in which the Company was decertified by EACC.
8. The Company agrees that the Town has the right to petition the EACC to decertify the Certified Project and to revoke this Agreement if the Town acting through Select Board, determines that the Company has failed in a material way to meet any particular obligations as set forth in this Agreement, subject to the provisions of this Section B.7 and the further provisions below. Prior to taking any action to request decertification of the Project by the EACC, the Town shall give written notice of the alleged default to the Company and provide them an opportunity to meet with the Town officials to discuss a remedy for the alleged default. The Company shall have thirty (30) days from the receipt of such written notice to respond to the Town regarding any alleged default and one hundred twenty (120) days from the receipt of such written notice to remedy such alleged default.

Prior to filing any such petition for decertification the Town shall schedule a hearing and at said hearing, the Town shall consider general economic conditions, regional or industry issues affecting the Company directly or indirectly, the Company's potential ability to meet hiring projections, and any other relevant factors. If the Town is satisfied that the Company has made a good faith effort to meet its obligations under this Agreement, the parties will attempt to negotiate a mutually acceptable and reasonable resolution, which may result in amendments to the terms of the Agreement, prior to the Town filing a de-certification petition.

9. In the event of any de-certification by the EACC, the Town shall discontinue the Exemption benefits described above, commencing with the fiscal year immediately following the year for which the Company has so failed to meet its obligations.
10. In addition to discontinuance of benefits as set forth in Paragraph B.7 above, if the Agreement is decertified because the Company has failed to create and maintain thirty (30) permanent jobs at the 6X Winthrop Street location during the term of this Agreement, as required in Paragraph B.1 hereof, then pursuant to Massachusetts General Laws Chapter 23A, Section 3F(e), the Town may recapture the value of the real estate taxes not paid due to the Exemptions provided herein. Said recapture shall be made through a special assessment on the Company in the municipal fiscal year that follows the EACC's decision to revoke project certification. The assessment, payment, and collection of said special assessment shall be governed by procedures provided for the taxation of omitted property pursuant to Massachusetts General Laws Chapter 59, Section 75, notwithstanding the time period set forth in said Chapter 59 for which omitted property assessments may be imposed for each of the fiscal years included in the special assessment.
11. The matters described above as obligations of the Company are only conditions to the eligibility for tax exemptions under this agreement and do not create any enforceable obligations or covenants of the Company. The Town's sole remedies for failure by the Company to satisfy any of its obligations and conditions are the procedures set forth in paragraphs B.8 through

B.9 above.

### C. ADDITIONAL PROVISIONS

1. Pursuant to the provisions of Chapter 40, Section 59 of the Massachusetts General Laws and applicable regulations, this Agreement shall be binding upon the Company, its successors, assigns, and subsequent owners of the Property, so long as the Project has not been decertified by the EACC. The Company shall not convey, assign or transfer this TIF, or its rights hereunder to any third party without the express and advance written consent of the Town, which consent may not be unreasonably withheld by the Town, provided the proposed assignee provides reasonable assurances to the Town regarding the continuing operation of the Project and compliance with the terms of this Agreement. The transfer of any general or limited partnership interest in the Company, or the admission of any additional general or limited partners shall not be considered an assignment or transfer of this Agreement and shall be permitted as a matter of right.
2. The Town and the Company acknowledge and agree that there is no public construction contemplated by this Agreement and, therefore, no betterment schedule referred to in Massachusetts General Laws Chapter 40, Section 59 is required. This Agreement and the Tax Increment Financing Exemption provided for hereunder shall apply only to the Property. No other building shall be eligible for a Tax Increment Financing Exemption unless specifically approved by Concord Town Meeting.
3. This Agreement is governed by the laws of the Commonwealth of Massachusetts. If any provision of this Agreement shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of this Agreement shall be deemed to be amended to the minimum extent necessary to provide to the Town and the Company substantially the benefits set forth in this Agreement.
4. This agreement is subject to Massachusetts General Laws Chapter 23A, Sections 3A to 3F, Chapter 40, Section 59, and Chapter 59, Section 5, Clause Fifty-first and the applicable regulations thereto.
5. The time within which the Company shall be required to perform any of its obligations under this agreement shall be extended in the event the performance of such obligation is delayed by a force majeure event such as an act of God, earthquake, fire, act of terrorism, war, labor dispute, delay or restriction by a government body, or any other cause beyond the reasonable control of the Company.
6. All notices permitted or required under the provisions of the Agreement shall be in writing, and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by private express carrier to the addresses listed below or at such other address as may be specified by a party in writing and served upon the other in accordance with this section. Such notices shall be deemed given when

delivered or when delivery is refused.

If intended for the Town, addressed to:

Town of Concord  
Office of the Town Manager  
24 Monument Square  
Concord, MA 01742  
Attention: Stephen Crane

with copies concurrently delivered to:

Town of Concord  
Board of Assessors  
24 Court Lane  
Concord, MA 01742

If intended for the Company, addressed to:

Junction Village ALF Limited Partnership  
99 Pleasant Street  
Marlborough, MA 01752

7. The Company agrees to allow the Town to monitor compliance with this Agreement. The Company shall provide to the Town, upon reasonable request, access to such information as the Town may deem necessary to monitor the Company's compliance including, but not limited to, income and expense information.
8. This Agreement shall not be binding and shall not go into effect until fully executed by the parties thereto, and until such time as this Agreement has been approved by the Massachusetts Economic Assistance Coordinating Council.

[SIGNATURE PAGE TO FOLLOW BELOW]

**WITNESSETH** the execution and delivery of this Agreement by the parties hereto as of the date first above written.

**TOWN OF CONCORD SELECT BOARD**

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

Date \_\_\_\_\_

**JUNCTION VILLAGE ALF LIMITED PARTNERSHIP**

By: \_\_\_\_\_

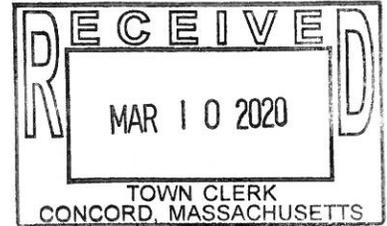
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT





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**Economic Development Incentive Program (EDIP)**  
LOCAL INCENTIVE-ONLY APPLICATION

A complete application with all required attachments must be submitted in electronic form to your MOBD Regional Director by 5:00 P.M. on the application deadline date. A hardcopy with original signatures and attachments must be postmarked no later than 1 day after the submission deadline and mailed to: EDIP Manager, MOBD, 136 Blackstone Street, 5<sup>th</sup> Floor, Boston, MA 02109. **Applications that are incomplete or submitted after the deadline will not be considered at the scheduled EACC meeting, without exception.**

For assistance with this application please work with your MOBD Regional Director, local municipal officials and refer to the EDIP Guidelines and 402 CMR 2.00.

PART I. COMPANY OVERVIEW					
1. COMPANY INFORMATION					
Company Name:	Concord Heights ALF Limited Partnership D/B/A Christopher Heights of Concord				
Project Location Address:	Street Address:	6X Winthrop Street			
	City:	Concord	MA	Zip Code:	01742
FEIN # (Federal Employer Identification Number):	#To be obtained once other funding is awarded				
DUA # (Dept. of Unemployment Assistance Number):	#To be obtained once other funding is awarded				
2. COMPANY CONTACT					
Executive Officer/ Company Designee:	Full Name:	Walter Ohanian	Title:	Manager	
Contact (if different from above)	Full Name:	Same as above	Title:		
Contact Address:	Street Address:	99 Pleasant Street			
	City:	Marlborough	State:	MA	Zip Code: 01742
Telephone Number:	508-868-8543				
Email Address:	wohanian@grantham-group.com				

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**3. COMPANY DESCRIPTION & HISTORY**

**Please provide a brief description and history of the company.**

Christopher Heights of Concord (CHC) will be a three story building containing eighty-three (83) units. This will be the seventh affordable assisted living community developed by the Grantham Group, LLC. The Sponsor of CHC have devoted the past two decades to the promotion and development of affordable assisted living communities for frail elders of low and moderate income elders at risk of nursing home placement. There will be seventy-one (71) studio/alcove apartments and twelve (12) one bedroom apartments. The Project will be located on land known as the Junction Village site, belonging to the Concord Housing Development Corporation (CHDC), a non-profit organization whose membership is appointed by the Town of Concord. The project site itself was formerly land belonging to the Department of Corrections and was used as logistics space for MCI-Concord. The Commonwealth conveyed the Junction Village site to CHDC for the express purposes of creating affordable housing and open space. Of the 12.8 acre site conveyed to CHDC, the Project will occupy less than half the site and the balance will be maintained as public Open Space which may include walking trails and a canoe launch on the Assabet River. The Project site is currently undeveloped land situated adjacent to a discontinued railroad that has been transformed by MassDOT into the Bruce Freeman Rail Trail. To the southeast of the project site adjoins the Nashoba Brook at its confluence with the Assabet River. Access to the Site will be made via a continuation of Winthrop Street an existing public roadway adjoining the project site. The building will be owned by Concord Heights ALF Limited Partnership. A minimum of 17 units (20%) will be restricted to extremely low income residents earning less than 30% of the area median income while an additional 26 units will be restricted to residents earning less than 60% of the area median income. The remaining 40 units will be restricted to residents earning less than 150% of the area median income. As assisted living, CHC will serve the special needs of the elderly senior population. CHC will have significant short and long term economic impacts. The Project will have significant short and long-term economic impacts generating \$13,836,750 in construction spending resulting in 65 construction related jobs while creating 30 new permanent job positions that will introduce approximately \$1,200,000 in payroll into the local economy. Additionally, the facility will make estimated annual purchases of goods/services from local vendors of approximately \$155,000 +/- for raw food, maintenance repair, landscaping and snow removal, program entertainment, transportation, advertising, and administrative expenses. Finally, and perhaps most important is the fact that the Project is a priority for the Town of Concord and CHDC. It will create new housing opportunities for area seniors priced out of assisted living facilities in the area. The project has been a collaborative effort between State and Local government as well as residents of the Town. Christopher Heights has wide spread local support which is well demonstrated by the local funding committed to the Project.

**PART II. ECONOMIC DEVELOPMENT PROJECT**

**1. NATURE & PURPOSE OF PROPOSED PROJECT**

**Please provide a description of the proposed expansion project. Additionally, please explain why the local incentives are necessary for this project to move forward.**

Overall the Project will consist of approximately 54,000 square feet of living space and common area. Approximately forty-five (45) percent of the space will be dedicated to the common areas such as community and administrative space, country kitchen, the central kitchen and food preparation areas, a lobby living room and fireplace, a library, activity room, pub area and beauty parlor. All of the residential units are designed for assisted living for elderly and handicapped residents. The units will contain a galley kitchen with a microwave oven, kitchen sink, and refrigerators as well as individual bathrooms with the life safety and emergency call systems. The building itself will have central air conditioning in all of the common areas with separate through-wall air conditioning units available to residents. Heating will be provided by gas fired boilers and hot water radiation throughout the entire facility. The building will be fully elevated with two (2) three stop hydraulic elevators and will have parking for 40+ cars located in surface parking area on the site. As an assisted living

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community the project will have a significant operation budget and due to its rent restriction on the units it will need the incentive to make the project viable.

**2. PROJECT TIMELINE**

(a) Please indicate the date a Letter of Intent was sent to the municipality and cc: MOBD Regional Director:	(b) Date the applicant expects to begin the project:	(c) Date the applicant expects to complete the project:	(d) Date the applicant expects to open the facility:
1/29/2020	2/1/2021	4/1/2022	4/1/2022

**Additional Information (if necessary) on Project Timeline:** Project is awaiting an award of Low Income Housing Tax Credits from the Department of Housing and Community Development on behalf of the Commonwealth of Massachusetts.

**3. PRIVATE INVESTMENT**

Total Projected Private Investment: \$19,998,525

**Additional Information (if necessary) on Investment:**

**4. MASSACHUSETTS EMPLOYMENT**

(a) Is the applicant new to Massachusetts?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
(i) If no, where are the existing Massachusetts facilities?	Worcester, Webster, Attleboro, Marlborough, Northampton, Belchertown	N/A <input type="checkbox"/>
(b) Will the proposed economic development project require and/or trigger the closing or consolidation of any Massachusetts facilities or the elimination of any other jobs currently in Massachusetts? If yes, please give location of facility and explain.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>  If yes, please explain:	

**5. EMPLOYMENT & JOB CREATION**

**(a) CONCORD HEIGHTS ALF LIMITED PARTNERSHIP EXISTING EMPLOYMENT AT PROJECT LOCATION**

Please indicate the number of Permanent Full-Time Jobs to be created in total and by year. If job creation timeline exceeds five years, please complete the "Extended Job Creation Schedule" and attach as an addendum.

(i) Permanent Full-Time Employment at Project Location at Date of Application:	(ii) Permanent Full-Time Employees to be Transferred from other Massachusetts Site to Project Location:	(iii) Total Permanent Full-Time Existing Jobs to be Retained at Project Location (sum of questions 5 (a) i. & ii.):
0	0	0

**Notes (if necessary) on Current Project Location Employment:**

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<b>(b) CONCORD HEIGHTS ALF LIMITED PARTNERSHIP JOB CREATION SCHEDULE AT PROJECT LOCATION</b>					
<b>Permanent Full-Time Jobs to be Created (net new to facility and Massachusetts):</b>	<i>Select Year 1</i>	<i>Select Year 2</i>	<i>Select Year 3</i>	<i>Select Year 4</i>	<i>Select Year 5</i>
30	15	5	10	0	0
<b>Notes (if necessary) on Job Creation:</b> Staff will be added during project lease up.					
<b>6. FACILITY</b>					
<b>(a) Will the applicant own or lease/rent the facility where the business expansion/relocation will occur?</b>		Lease <input checked="" type="checkbox"/> Own <input type="checkbox"/>			
<b>(i) If leasing/renting, identify the developer/landlord and state who will be the taxpayer of record for purpose of paying local real estate taxes?</b>		Developer of the Project is The Grantham Group, LLC. The land owner is the Concord Housing Development Corporation. The taxpayer will be Concord Heights ALF Limited Partnership			N/A <input type="checkbox"/>
<b>(b) Is the site of the facility a 43D Preferred Development Site?</b>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, name site:			N/A <input type="checkbox"/>
<b>(c) Does the applicant intend to utilize the Commonwealth's Abandoned Building Deduction? Please note: To be eligible for the deduction the building the applicant plans to inhabit must have been at least 75% vacant or unused for 24 months or more.</b>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, name vacancy percentage and duration: % Vacant for months			N/A <input type="checkbox"/>

<b>PART III. LOCAL INCENTIVE AGREEMENT INFORMATION</b>					
<b>Please work with the local municipality and your MOBD Regional Director in completing the below section.</b>					
<b>1. MUNICIPAL CONTACT</b>					
<b>Municipal Contact:</b>	<b>Full Name:</b>	Stephen Crane	<b>Title:</b>	Town Manager	
<b>Contact Address:</b>	<b>Street Address:</b>	22 Monument Square			
	<b>City:</b>	Concord	<b>MA</b>	<b>Zip Code:</b>	01742
<b>Telephone Number:</b>	978-318-3000				
<b>Email Address:</b>	scarne@concordma.gov				
<b>2. LOCAL INCENTIVE AGREEMENT</b>					
<b>(a) Type of Local Incentive:</b>	<input checked="" type="checkbox"/> <b>Tax Increment Financing (TIF) Agreement</b> <input type="checkbox"/> <b>Special Tax Assessment (STA)</b>				
<b>i) Duration of Local Incentive:</b>	20 Year Local Incentive				
<b>ii) Exemption Schedule of Local Incentive:</b>	To Be Determined%				

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iii) Start & Expiration Date of Local Incentive:  If Agreement commences upon certificate of occupancy please check box:	Start Date: 4/1/2021  Expiration Date: 3/31/2041  <input checked="" type="checkbox"/> Local Incentive Agreement commences upon certificate of occupancy and the dates represent best projections of the start & expiration of the local incentive based on the project timeline.
iv) Date Municipality Approved Local Tax Incentive or Date of Scheduled Vote:	4/28/2020
(b) Attachment A: Local Incentive Agreement Please attach a signed copy of the TIF or STA Agreement.	Attached <input type="checkbox"/>
(c) Attachment B: Municipal Vote by Authoritative Body Approving Incentive Please attach a copy of the vote approving the local incentive.	Attached <input type="checkbox"/>
(d) Attachment C: Municipal Vote by Authoritative Body Approving submission of application of the Economic Assistance Coordinating Council (EACC)	Attached <input type="checkbox"/>
(e) Exhibit 1: Local Incentive Valuation Please complete the attached exhibit detailing the estimated property tax exemption over the life of the agreement.	Complete <input type="checkbox"/>

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<b>PART IV. LABOR AFFIRMATION &amp; DISCLOSURES</b>	
<b>1. CERTIFICATION OF STATE &amp; FEDERAL EMPLOYMENT LAWS</b>	
<input checked="" type="checkbox"/>	As an applicant requesting Certified Project approval, <u>Concord Heights ALF Limited Partnership</u> , affirms (check box) that this business will not unlawfully misclassify workers as self-employed or as independent contractors, and certifies compliance with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.
<input checked="" type="checkbox"/>	As an applicant requesting Certified Project approval, <u>Concord Heights ALF Limited Partnership</u> , affirms (check box) that this business will not knowingly employ developers, subcontractors, or other third parties that unlawfully misclassify workers as self-employed or as independent contractors, or that fail to comply with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.
<b>2. COMPANY DISCLOSURE</b>	
<b>Within the past five years, has the applicant or any of its officers, directors, employees, agents, or subcontractors of which the applicant has knowledge, been the subject of (if yes, please provide details):</b>	
(a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business-related conduct constituting a crime under state or federal law;	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Details:
(b) a government suspension or debarment, rejection of any bid or disapproval of any proposed contract subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement; or	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Details:
(c) any governmental determination of a violation of any public works law or regulation, or labor law or regulation or any OSHA violation deemed "serious or willful?"	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Details:

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**V. AUTHORIZATION & CERTIFICATIONS**

**1. CERTIFICATE OF GOOD STANDING**

Provide proof of good tax standing in the Commonwealth of Massachusetts via a Massachusetts Department of Revenue Certificate of Good Standing for each of the businesses intending to take advantage of the state tax incentives.

\*Applications will not be reviewed by the Economic Assistance Coordinating Council until a Certificate of Good Standing has been received.

To obtain a Certificate of Good Standing visit: <https://www.mass.gov/how-to/request-a-certificate-of-good-standing-tax-compliance-or-a-corporate-tax-lien-waiver>

Attached

Date of DOR Application for Certificate of Good Standing: *Select mm/dd/yyyy*

Notes: To be obtained once other funding is awarded

**2. APPLICATION AUTHORIZATION, CERTIFICATION & ACKNOWLEDGEMENT**

*I/We, Walter Ohanian, Manager (names and titles) of the applicant business applying for "Certified Local Incentive Only Project" status from the Commonwealth of Massachusetts, Economic Assistance Coordinating Council hereby certify that I/we have been authorized to file this application and to provide the information within and accompanying this application and that the information provided herein is true and complete and that it reflects the applicant's intentions for investment, job creation and sales to the best of my/our knowledge after having conducted reasonable inquiry. I/We understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to approve "Certified Local Incentive Only Project" status and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the Certified Local Incentive Only Project if the Commonwealth discovers that the applicant intentionally provided misleading, inaccurate, or false information I/We make this certification under the pains and penalties of perjury. I/we agree to submit a Calendar Year Annual Report to the Massachusetts Office of Business Development to give updates on the progress of the project.*

*The signatories also hereby acknowledge that, under the Public Records law of the Commonwealth of Massachusetts, this application and all documents submitted in support thereof are public records under the provisions of Massachusetts G. L., Ch. 4, sec. 7 (26).*

Signed:

*Select mm/dd/yyyy*

<b>Name</b>	<b>Title</b>	<b>Date</b>

*Select mm/dd/yyyy*

<b>Name</b>	<b>Title</b>	<b>Date</b>

**3. DEPARTMENT OF UNEMPLOYMENT ASSISTANCE CONSENT FOR DISCLOSURE OF WAGE REPORTING INFORMATION**

COMMONWEALTH OF MASSACHUSETTS  
ECONOMIC ASSISTANCE COORDINATING COUNCIL  
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

**Consent for the Disclosure of Wage Reporting Information for Federal Employment  
Identification Number (FEIN): #**

**Division of Unemployment Assistance (DUA) Number: #**

*I/We, Walter Ohanian, a duly authorized representative of Concord Heights ALF Limited Partnership and of all the other businesses listed in this Local Incentive Only Application (hereinafter "Employer"), hereby releases and gives authority to the Massachusetts Department of Unemployment Assistance, pursuant to G.L. c. 151A, §46(1), to provide the Economic Assistance Coordinating Council, upon its request, with the Employer's information, including but not limited to, wage reporting information, that is (a) necessary to verify the amount and tax year in which the Employer claims any of the Tax Incentives awarded in the Economic Development Incentive Program or Employer's fulfillment of job creation and job retention commitments as indicated in the supplemental application and job chart, or (b) otherwise necessary to ensure the proper operation or enforcement of this Agreement or the Program.*

*This authorization is effective upon date of signature and will be valid until superseded by a subsequent application or revoked in writing.*

**Signed:**

<i>Select mm/dd/yyyy</i>		
_____	_____	_____
Name	Title	Date
<i>Select mm/dd/yyyy</i>		
_____	_____	_____
Name	Title	Date