

**TOWN OF CONCORD
SELECT BOARD
AGENDA
AUGUST 31, 2020
4:00PM
VIDEO CONFERENCE CALL**

Join Zoom Meeting

<https://us02web.zoom.us/j/84092395810?pwd=TnMyWmprWHBlA21CczdQM0EvWVVFZz09>

Meeting ID: 840 9239 5810

Passcode: 865209

One tap mobile

+16465588656,,84092395810# US (New York)

Dial by your location

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Meeting ID: 840 9239 5810

Find your local number: <https://us02web.zoom.us/j/84092395810?pwd=TnMyWmprWHBlA21CczdQM0EvWVVFZz09>

1.	Call to Order
2.	Town Manager's Update
3.	Chair's Remarks
4.	Ag Day Update
5.	Committee Liaison Assignments
6.	Correspondence Policy
7.	Parking Meter Enforcement Through the Remainder of the Year
8.	Reconsideration of 2020 Annual Town Meeting Warrant Article 16: Approval of Tax Incentive Financing Agreement
9.	Discussion and Positions on Amendment to Article 16
10.	Election Officer Appointments
11.	Committee Nominations
12.	Committee Appointments: Karle Packard of 86 Butternut Circle to the Capital Planning Task Force for a term effective at the conclusion of the 2020 Annual Town Meeting, and to expire June 30, 2021.
13.	Committee Reappointments: David Karr of 82 Laws Brook Road and Bill Kemeza of 28 Davis Court to the Tax Fairness Committee for terms to expire April 30, 2023. Nancy Cronin of 216 Garfield Road, Walter Birge of 109 Stone Root Lane, Jonathan Keyes of 91 Liberty Street, and Reinier Beeuwkes of 1360 Monument Street to the Tax Fairness Committee for terms to expire April 30, 2021.
14.	Committee Liaison Reports
15.	Miscellaneous Correspondence
16.	Public Comments
17.	Adjourn

**SELECT BOARD
COMMITTEE LIAISON RESPONSIBILITIES 2019-2020**

MICHAEL LAWSON, CHAIR

Hugh Cargill Trust Committee
Financial Audit Advisory Committee
Junction Village Open Space Task Force
Municipal Light Board
Pollinator Health Advisory Committee
Tax Fairness Committee
Concord Carlisle Regional School Committee
Concord Public School Committee
Finance Committee

LINDA ESCOBEDO, CLERK

2229 Main Street Advisory Committee
Community Preservation Committee
Concord Housing Authority
Concord Housing Development Corporation
NMI/Starmet Property Re-use Planning Committee
Public Ceremonies and Celebrations Committee
HATS
Recreation Commission
Zoning Board of Appeals

JANE HOTCHKISS

Historic Districts Commission
MAPC/MAGIC
Natural Resources Commission
PEG Access Advisory Committee
Tax Relief Committee
Youth Coordinator Advisory Board
Board of Health and Healthy Communities
White Pond Advisory Committee
Climate Action Advisory Board
Agriculture Committee

TERRI ACKERMAN

Bruce Freeman Rail Trail Advisory Committee
Concord Center Cultural District Committee
West Concord Junction Cultural District Committee
Concord Local Cultural Council
Board of Assessors
Commission on Disability
Library Committee
Public Works Commission
Comprehensive Sustainable Energy Committee
Council on Aging
MBTA Advisory Committee

SUSAN BATES

Personnel Board
Middle School Building Committee
Planning Board
Historical Commission
Cemetery Committee
Board of Registrars
Conservation Restriction Stewardship
Trails Committee
HFAC
Trustees of Town Donations

Citizen Correspondence Publication Policy

REVISED DRAFT – August 30, 2020

Purpose

Letters from members of the public to Concord town boards and committees enhance citizen participation in town government and sharpen the debate on current issues. Citizen correspondence complements other input, such as verbal public comment during board and committee meetings, citizen feedback in public forums and informal discussions between members of the public and individual board or committee members.

According to the Commonwealth's Division of Open Government, the manner that a public body chooses to receive and disseminate public comment is at its discretion. There is no requirement in the Open Meeting Law requiring distribution of the meeting packet in advance of a meeting. Nonetheless, publishing citizen correspondence is a recommended practice. It increases the transparency of government by sharing information used in board and committee decision making.

Scope

Any letter or document sent to a Select Board or Town Staff member in their capacity as municipal employees is a public record. Public records law already allows anyone to request and review these materials, so with very few exceptions, they may be posted. However, many citizen communications are not of general public interest. This policy clarifies when to publish letters addressed from members of the public to town board and committee members and town staff.

To be published, a letter should

- 1) Be addressed to:
 - a. a town board or committee by name,
 - b. a town board or committee member or town staff person, with a request to distribute the letter to the members of a town board or committee, or
 - c. at least a quorum of individual town board or committee members.
- 2) Discuss matters related to a recent, current or potential future agenda topic that is within the scope of the board's or committee's charge.

Process

Letters may be published on the town website on a page associated with the relevant town board or committee, or they may be attached to the agenda or other background material posted for an upcoming meeting.

To maximize their relevance, town staff will seek to publish letters as quickly as practicable; however, letters received less than 24 hours prior to the posting of a meeting packet may not be included. The chair of the board or committee should acknowledge receipt of letters when there has not been an opportunity to publish them before a meeting.

Exceptions

Letters will not generally be published¹ that:

1. Do not relate to a recent, current or potential future agenda topic that is within the scope of the board's or committee's charge
2. Are sent to individual town board or committee members who collectively form less than a quorum of the associated board or committee
3. Are sent to town staff, and do not include a request to distribute the letter to a town board or committee
4. Contain personally identifiable information (PII) of individuals other than the writer
5. Discuss the reputation, character, physical condition, mental health or professional competence of an individual
6. Recommend discipline or dismissal of a town employee, or make complaints or charges against them

The Town Manager may make the determination not to publish any letter in consultation with the board or committee chair. The board or committee chair should inform the letter writer of the reason, and invite resubmission the letter without the disqualifying material if the author still desires its publication.

¹ Note, however, that these are still public records.

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 August 31, the Select Board recommended approval of this Agreement to the Concord Town Meeting; and

WHEREAS, on September 13, 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:

Fiscal Year	Exemption Percentage
1	69.21%
2	69.21%
3	69.21%
4	69.21%
5	69.21%
6	69.21%
7	69.21%
8	69.21%
9	69.21%
10	69.21%
11	69.21%
12	69.21%
13	69.21%
14	69.21%
15	69.21%

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 \$2,000,000 . Once the total amount of said Exemption has reached \$2,000,000, 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 31st, 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: _____



Memorandum of Agreement Between
The Grantham Group, Junction Village ALF Limited and the Town of
Concord

The Grantham Group and Junction Village ALF Limited agrees that the Town of Concord's contribution to the Project shall be limited to this TIF agreement and the \$2,000,000 contribution previously voted by Concord Town Meetings. The company agrees that whether it is acting as Junction Village ALF Limited Partnership or as Grantham Group LLC, or as Christopher Heights of Concord at Junction Village, or as any other entity that owns or manages the Project, that it shall not seek any type of additional direct or indirect financial support of any kind from the Town of Concord for this Project.

Signed



Walter Ohanian
President and Managing Director
The Grantham Group

Date: 8/31/2020

Signed



Stephen Crane
Town Manager
Concord

Date: 8/31/2020

2020 ARTICLE 16 AMENDMENT (in bold and underlined)

APPROVAL OF TAX INCREMENT FINANCING AGREEMENT

ARTICLE 16. To see if the Town will vote, pursuant to Massachusetts General Laws, c. 40, §59 and c. 23A, and the applicable regulations thereunder, as follows, or take any other action relative thereto:

1. Approve a Tax Increment Financing Agreement between the Town and Concord Heights ALF, Limited Partnership, substantially in the form as will be placed on file with the Town Clerk prior to the public hearing on this Article (entitled “The Junction Village Affordable Housing TIF Agreement” or as used herein the “TIF Agreement”), for property located at 6X Winthrop Street, (Assessor Parcel ID# 102672), which TIF Agreement provides for real estate tax exemptions and personal property tax exemptions at the exemption rate schedule set forth therein, **except that the total TIF Exemption shall not exceed \$1,695,000;**
2.

[This amendment would limit the amount of foregone taxes to \$1,695,000 under the TIF agreement. This permits the negotiating parties (Town and Developer) to set the terms of the TIF so long as the Exemption amount does not exceed \$1,695,000. The sum \$1,695,000 reflects an estimated tax exemption of \$113K/year for 15 years. \$113K reflects the difference between the Developer’s estimated undiscounted tax liability on the Junction Village building (roughly \$178K) less the proposed annual tax payment (\$65K). The TIF Exemption cap should be reduced from the currently proposed \$2,650,000 to no more than \$1,695,000, because:

- 1) This amendment is offered to reflect a more fiscally prudent approach to limiting the Town’s financial support of the proposed Junction Village affordable assisted living development, to be located off Commonwealth Avenue. A TIF is essentially a tax break, which precludes the Town from collecting a certain amount of property taxes from the Developer. This reflects foregone tax revenues which the Town could otherwise use for community services.*
- 2) The Town has already designated \$2 million in support for this project.*
 - \$1 million from Free Cash (2017) and*
 - \$1 million from Community Preservation Act funds (2017, 2018, and 2019).*
- 3) The Developer has been awarded over \$10 million in state and federal funds already for this project.*
 - \$7,500,000 in federal low income housing tax credits (LIHTC) from the state Dept. of Housing and Community Development (DHCD),*
 - \$2,325,000 in other DHCD sources, and*
 - \$ 485,398 from HOME Consortium.*

Please support this amendment. Offered by Karlen Reed, 83 Whits End Road, Concord



*Town Clerk's Office
22 Monument Square
Concord, MA 01742*

Memo

To: Select Board
Cc: Stephen Crane, Town Manager
Kerry Lafleur, Finance Director
From: Kaari Mai Tari, Town Clerk
Date: August 31, 2020
Re: Election Officer Appointments

Pursuant to MGL Chapter 54: Section 12, I would like to request, on behalf of the Board of Registrars, appointment of the following **6** voters (list of appointees follows) as Election Officers for terms to expire July 31, 2021.

Reappointments: 0
New Appointments: 7

Party distribution among 73 Election Workers
Democrat: 38 (52%)
Republican: 4 (5%)
Unenrolled: 31 (43%)

Thank you for your consideration.

Kaari

Appointment List

Party	Name	Address	Precinct
U	Mark Garvey	25 Damon St	2
D	Rebecca Kowaloff	228 Park Ln	1
D	Margaret Laneri	65 Attawan Rd	1
D	Kelly McIntosh	54 Whittemore St	1
D	Anne Mullaney	138 North Branch Rd	2
U	Elizabeth Phalen	65 Attawan Rd	1
U	Susan Pollock	19 King Ln	4

From: Nancy Brown <nancygutfeldbrown@gmail.com>

Date: Monday, August 24, 2020 at 3:04 PM

To: Michael Lawson <mlawson@concordma.gov>, Jane Hotchkiss <jhotchkiss@concordma.gov>, Linda Escobedo <lescobedo@concordma.gov>, Susan Bates <sbates@concordma.gov>, Terri Ackerman <tackerman@concordma.gov>

Subject: Town House Renovation Project Timing

To: Concord Select Board

From: Nancy G. Brown

Re: Town House Renovation Project Timing

I moved to Concord from Columbus, Ohio four years ago. In Columbus for some general elections I stood in line for hours, I suspect because my precinct was in a racially diverse neighborhood. The Secretary of State in Ohio has routinely deleted from the roles people who had not voted in the last couple major elections. At times there were bizarre regulations, all designed to make it harder for *some* people to vote.

The first thing I did upon arrival in Concord was register to vote. It was a pleasure to vote in Concord, where the election is administered so efficiently and citizens are encouraged to vote. More recently, I have been pleased that the Massachusetts legislature has addressed the issue of mail voting in light of the pandemic.

I fear that in November voters in Ohio and in many other states will face impediments to voting and uncertainty about how the results will be calculated and reported. I had no such fears about the election to be conducted in Concord. However, learning about the plans to move the Town's Clerk's office to the basement of Harvey Wheeler right after the primary undermines my confidence and is causing me to worry about the likelihood of chaos and uncertainty, which is likely to undermine the integrity of our election and our citizens faith in the election process.

This is the most important election in my memory. The convenience of starting the renovation project now is not worth jeopardizing Concord's election and I urge you to delay the commencement date for the construction until after the General Election.

Thank you for your consideration.

Nancy G. Brown
96 Forest Ridge Rd.
Concord, MA 01742

From: Shirley Andrews <shirleyandrews3@gmail.com>
Date: Wednesday, August 26, 2020 at 11:31 AM
To: Michael Lawson <mlawson@concordma.gov>
Subject: 1134 Main St.

Please do whatever is necessary to create a park at 1134 Main St. instead of a bank. This would be a wonderful addition to an area that has few recreational facilities for families and friends.

Shirley Andrews
16 Concord Greene, Unit 2

Dear Select Board,

Eight months ago I took the time to write this letter regarding the walkability of our town (see attached) and to mail it to your P.O. address. I closed it with the words, "I look forward to your thoughtful response." I never received any acknowledgment of receipt of this letter.

At your recent meeting you mentioned responses to constituent letters would be on your August 31 meeting agenda. It is discouraging to get no response from attempts to participate in town governance. I look forward to hearing a clear policy that assures the people you represent are seen and heard.

December 4, 2019

Dear Select Board Members,

The Town of Concord has high goals to reduce the town's greenhouse gas emissions in the next decade and increase sustainability across many domains. It has even created a position to oversee this challenge. I would like to suggest that a top priority towards reaching that goal should be an assessment of the walkability of our town. Questions to ask:

- How can we make our streets safer for walkers?
- Do we have sidewalks where they are needed to access trains, businesses, schools and daycare centers?
- Are sidewalks sufficiently maintained in all seasons?
- Are crosswalks well-lit and adequately signed to change driver behavior?

Ten years ago, within my first few weeks of moving to Concord, my daughter and I were hit by a car at the Conant and Main crosswalk. Obviously since then, I am hyper aware of the safety issues on our streets. In the winter, with fewer daylight hours and snow cover, the dangers multiply. According to the Governor's Highway Safety Association, nearly 70,000 pedestrians were injured and 6000 killed on U.S. streets in 2017, the highest number of fatalities in the past 25 years.

Attention is needed to address these specific concerns:

Assure that sidewalks on busy roads are cleared of snow. Often after the town sidewalk plow goes by, other plows create barriers. Who is responsible for keeping sidewalks clear? Outlets at crosswalks are often piled with snow from the road plows creating three-foot mounds that must be traversed to cross the street.

- The Pine St sidewalk was not fully plowed this week on the bridge and hill forcing walkers into a very busy road. Many people walk this road in the dark to get to and from the train.
- Parts of the Main St sidewalk in front of the West Concord Shopping Plaza were not plowed forcing walkers through the parking lot or into the road.
- Baker Ave had no navigable sidewalk from the bank to the train tracks.

Make sure there is street lighting at all crosswalks in town.

Replace In-Street Pedestrian Crossing signs when they are broken.

- The in-street sign at Old Marlboro and Harrington has not been replaced for about four months causing significant increase in the number of cars that speed by. Yesterday a car stopped for me, and as I began to cross, the car behind it tried to pass, a frightening situation.

Require major developments to incorporate a plan for walkers.

- In the last few years there has been tremendous development on Baker Ave. with probably thousands of employees and health consumers coming and going every day, and yet, there is not a sidewalk along the length of the road to make it safely walkable.

Walkability was a major priority in choosing where I bought a house. In addition to the healthy routine, it connects me to my neighbors and my community in a way driving cannot. Incorporating walkability into town plans would reduce the number of cars on our roads, increase the number of children walking to school thus reducing bus ridership, and facilitate commuting via the train to and from Concord.

I hope you will share these concerns with the appropriate departments. I look forward to your thoughtful response.

Sincerely,
Barbara Magee
454 Old Marlboro Rd.

From: Mary Schmidt <mschmidt@darkhold.com>

Date: Thursday, August 27, 2020 at 7:20 PM

To: Michael Lawson <mlawson@concordma.gov>

Cc: Linda Escobedo <lescobedo@concordma.gov>, Susan Bates <sbates@concordma.gov>, Jane Hotchkiss <jhotchkiss@concordma.gov>

Subject: park

I am writing in favor of a park which has been proposed at the corner of Main St. and Baker Ave. to replace the former Citizens' Bank. I live in Concord Greene where a number of senior citizens live, myself included. I would love to have a nearby park to walk to and I'm sure others would agree with me. Another bank we don't need. Please consider this proposal. Thank you.

Mary Jane Schmidt

On 8/28/20, 8:46 AM, "Rose Ruze" <roseruze@verizon.net> wrote:

Dear Mr. Lawson-

I would hope we do not have another large structure on the corner of Baker Ave and Rt. 62. I would hope the selectmen could vote to have a park there.

Sincerely, Rose Ruze

From: tbarveyan <tbarveyan@yahoo.com>

Date: Wednesday, August 26, 2020 at 9:25 AM

To: Michael Lawson <mlawson@concordma.gov>, Linda Escobedo <lescobedo@concordma.gov>, Jane Hotchkiss <jhotchkiss@concordma.gov>, Susan Bates <sbates@concordma.gov>, Terri Ackerman <tackerman@concordma.gov>, Matthew Johnson <mjohnson@concordma.gov>, Jeremy Romanul <jromanul@concordma.gov>

Subject: For your consideration at the August 31 meeting

Dear Members of the Select Board:

Regarding your upcoming discussion on Liaison appointments:

I believe the Hanscom Field Advisory Commission (HFAC) is not one that requires a "liaison" in the customary observer sense, but an active "representative" from Concord who can take part in the meetings and vote on issues. We have been told that this representative needs to be "appointed" by the Select Board, but it is not necessary that they be a Select Board member.

The HFAC (not to be confused with HATS) meets on Tuesday nights, frequently coinciding with Concord Planning Board meetings. Therefore please do not assign HFAC representation to the same Board member who is also the liaison to the Planning Board, since Planning Board meetings are important and often demand regular attendance.

Please assign a formal representative to the HFAC, whether it is a Select Board member or not, so that Concord can have due representation on that Commission's decisions.

Regarding your upcoming discussion on the Board's postings and transparency policy:

I strongly support the posting of citizen letters.

My two seemingly contradictory concerns include the following:

1) Some citizens may be reluctant to communicate with the Board if their letter is to be posted. Therefore perhaps some measure of anonymity (such as omitting names) may be granted to those who request it, while their letter is still to be posted. Just to insure that everyone feels comfortable writing to the Select Board. I trust that most people will not mind having their names posted.

2) Yet, some members of the community, often from the development and business sectors and others, may have more private and personal access to some Board members, outside of meetings, on a fairly regular basis. In these cases, these individuals should be urged and encouraged to write and speak publicly like everyone else. When their concerns are voiced by Select Board members during discussions (which should be minimized,) there should be some measure of disclosure and transparency about on whose behalf the Board member is speaking. This is not only more fair, but it will also provide clarity to other Board members and to the public about individual viewpoints.

Also, the same courtesies extended to the business and development communities with regards to access, privacy, and anonymity (all of which should be minimized) should be extended to anyone else, of whatever interest or profession, who requests it.

My other concerns:

3) Personal email addresses: Most government bodies black out personal email addresses in posted documents. Granted, having emails available does make it easier for interested citizens to contact each other as well. Again, perhaps it should be up to the individual citizen.

4) A consistent approach to *not* withdrawing materials or sections from already posted documents. In exceptional cases, there could be a discussion, or a declaration and a valid reason announced in a public meeting, hopefully with some consensus of the Board.

I appreciate your scheduling this important ongoing discussion as an agenda item.

Best regards, and thank you for your service to the community,

Tanya Gailus

From: tbarveyan <tbarveyan@yahoo.com>
Sent: Monday, August 31, 2020 6:40 AM
To: Jane Hotchkiss
Cc: Mark Gailus
Subject: notes on the new postings policy and on article 16

Hi Jane,

I wanted to say that we were driving by your house the other day, and it is very sad to see the construction across the street. We know how it feels and were thinking of you with sympathy.

We have concerns about a couple SB matters:

1) The new proposed postings policy: It is good, except that it does not allow people to comment on agenda items or packet items in a timely manner because it proposes to post letters received before the agenda is posted. Sometimes people have something to say or contribute about a packet item - such as this note.

I think letters received after the agenda is posted should also be included as much as possible (sometimes it may be too last minute, granted, and not possible.)
At the very least, the receipt of the letter and the comments should be mentioned during the discussion of the relevant item - especially if a decision is to be made.

2) Article 16: The TIF, we feel, is in contradiction to item 11 of the MOA because the TIF itself is described as a source of financial assistance in the April 2016 letter from the JV funding committee. The alternative financing sources there involve the town (as opposed to, say, private investments or state funds.)(I mention this in my letter to the Fin Com, which I forwarded to the SB last week.)

If, per the pro and con Select Board statements on the article for the TM booklet, the developer received a \$7.5 million tax credit from the State recently (in June, ie after he is making this request of the town,) and the award is \$2.5 million over what he expected (\$5 million), he should no longer need the town assistance. [Maybe the State knew the request from the Town was against the MOA, and non grantable, and awarded more for that reason.] Plus the award form says if the State finds that not all of that is needed, the award may be reduced.

So it is possible that one advantage to the developer for this TIF request is to validate more such requests in the future by setting a precedent against item 11.

Also, chances are they will not withdraw if the Town does not pass Article 16, because they might lose credibility with the State.

Might you reconsider your support of this Article? - (amended or not) based on the above arguments.

Thanks, best regards,

Tanya and Mark

On 8/27/20, 1:54 AM, "david_allen_ab63@post.harvard.edu"
<david_allen_ab63@post.harvard.edu> wrote:

Let me strongly encourage that you not support (take “no action”) on the amendment now formally proposed to Article 16.

As I understand it, the amendment is supposed to present the town as a ‘sharp bargainer’ against the developer, Grantham. In reality, the TIF determines whether a lender will grant the necessary financing, a mortgage.

Supporting this amendment amounts to playing chicken with Concord’s affordable future. The amendment, unilaterally and without knowledge of the impact on project internals, reduces the cash flow available to pay debt service. If this blind, precipitous step should push cash flow below a minimum that a lender will require, so financing is not possible, Concord has lost, most substantially. A severe loss.

As it turns out, a great deal is at stake: 40B, a looming threat. A large new store of affordable housing that has been quite challenging for Concord to produce. Places for fixed-income seniors who otherwise are forced out of town by tax increases. A development of this property that, all in, has been decades in the making. When the other options here have been mooted and proven unsuitable. Further demand on town services? – any development will require services, which after all is what town governments do.

If we did not trust the developer to deal fairly with us, then we should not, a long time ago, have gone down this road. If we are to be faithful partners in this important venture, we will among others insist on adequate cashflow for financing, so we have done our part to see the project forward.

David

David Allen
Heaths Bridge Rd

978 902 3000 – mobile