

**TOWN OF CONCORD
SELECT BOARD
AGENDA
October 19, 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.	Consent Agenda <ul style="list-style-type: none">- Town Accountant Warrants (October 15)- Presidential Election Warrant, November 3, 2020
3.	Town Manager's Report
4.	Chair's Remarks
5.	Public Hearing: Application by GJC Brothers Inc d/b/a Concord Gas, located at 686 Elm Street, for an off-premise package store liquor license to sell wines and malt beverages only
6.	Finalize FY21 Select Board Goals
7.	Discuss Green Card Policy
8.	Open Meeting Law Complaint dated October 8, 2020 regarding Transportation Advisory Committee
9.	Committee Nominations
10.	Committee Liaison Reports
11.	Miscellaneous Correspondence
12.	Public Comments
13.	Adjourn Executive Session, not to return to open session, to discuss strategy with respect to collective bargaining for personnel of the ASCME Local 1703 Library Supervisors Employees Unit and ASCME Local 1703 Library Non-Supervisors Employees Unit. Doing so in Open Session may have a detrimental effect on the Town's collective bargaining strategy.

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT

STATE ELECTION, NOVEMBER 3, 2020

SS. Middlesex

To the Constables of the Town of Concord

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said town who are qualified to vote in Elections to vote at:

Precinct	Polling Location
1.	Town House Hearing Room (new location) – 22 Monument Square
2.	Harvey Wheeler Community Center – 1276 Main Street
3.	Harvey Wheeler Community Center – 1276 Main Street
4.	Ripley School – 120 Meriam Road
5.	Hunt Gymnasium – 90 Stow Street

on **TUESDAY, THE THIRD DAY OF NOVEMBER, 2020**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices and questions:

ELECTORS OF PRESIDENT AND VICE PRESIDENTFOR THESE UNITED STATES
SENATOR IN CONGRESSFOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESSTHIRD DISTRICT
COUNCILLOR.....THIRD DISTRICT
SENATOR IN GENERAL COURTTHIRD MIDDLESEX DISTRICT
REPRESENTATIVE IN GENERAL COURT.....FOURTEENTH MIDDLESEX DISTRICT
REGISTER OF PROBATEMIDDLESEX COUNTY

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 5, 2020?

SUMMARY

This proposed law would require that motor vehicle owners and independent repair facilities be provided with expanded access to mechanical data related to vehicle maintenance and repair.

Starting with model year 2022, the proposed law would require manufacturers of motor vehicles sold in Massachusetts to equip any such vehicles that use telematics systems — systems that collect and wirelessly transmit mechanical data to a remote server — with a standardized open access data platform. Owners of motor vehicles with telematics systems would get access to mechanical data through a mobile device application. With vehicle owner authorization, independent repair facilities (those not affiliated with a manufacturer) and independent dealerships would be able to retrieve mechanical data from, and send commands to, the vehicle for repair, maintenance, and diagnostic testing.

Under the proposed law, manufacturers would not be allowed to require authorization before owners or repair facilities could access mechanical data stored in a motor vehicle’s on-board diagnostic system, except through an authorization process standardized across all makes and models and administered by an entity unaffiliated with the manufacturer.

The proposed law would require the Attorney General to prepare a notice for prospective motor vehicle owners and lessees explaining telematics systems and the proposed law’s requirements concerning access to the vehicle’s mechanical data. Under the proposed law, dealers would have to provide prospective owners with, and prospective owners would have to acknowledge receipt of, the notice before buying or leasing a vehicle. Failure to comply with these notice requirements would subject motor vehicle dealers to sanctions by the applicable licensing authority.

Motor vehicle owners and independent repair facilities could enforce this law through state consumer protection laws and recover civil penalties of the greater of treble damages or \$10,000 per violation.

A YES VOTE would provide motor vehicle owners and independent repair facilities with expanded access to wirelessly transmitted mechanical data related to their vehicles’ maintenance and repair.

A NO VOTE would make no change in the law governing access to vehicles’ wirelessly transmitted mechanical data.

QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 5, 2020?

SUMMARY

This proposed law would implement a voting system known as “ranked-choice voting,” in which voters rank one or more candidates by order of preference. Ranked-choice voting would be used in primary and general elections for all Massachusetts statewide offices, state legislative offices, federal congressional offices, and certain other offices beginning in 2022. Ranked-choice voting would not be used in elections for president, county commissioner, or regional district school committee member.

Under the proposed law, votes would be counted in a series of rounds. In the first round, if one candidate received more than 50 percent of the first-place votes, that candidate would be declared the winner and no other rounds would be necessary. If no candidate received more than 50 percent of the first-place votes, then the candidate or candidates who received the fewest first-place votes would be eliminated and, in the next round, each vote for an eliminated candidate would instead be counted toward the next highest-ranked candidate on that voter’s ballot. Depending on the number of candidates, additional rounds of counting could occur, with the last-place candidate or candidates in each round being eliminated and the votes for an eliminated candidate going to the voter’s next choice out of the remaining candidates. A tie for last place in any round would be

broken by comparing the tied candidates' support in earlier rounds. Ultimately, the candidate who was, out of the remaining candidates, the preference of a majority of voters would be declared the winner.

Ranked-choice voting would be used only in races where a single candidate is to be declared the winner and not in races where more than one person is to be elected.

Under the proposed law, if no candidate received more than 50 percent of first-place votes in the first round, the rounds of ballot-counting necessary for ranked-choice voting would be conducted at a central tabulation facility. At the facility, voters' rankings would be entered into a computer, which would then be used to calculate the results of each round of the counting process. The proposed law provides that candidates in a statewide or district election would have at least three days to request a recount.

The Secretary of State would be required to issue regulations to implement the proposed law and conduct a voter education campaign about the ranked-choice voting process. The proposed law would take effect on January 1, 2022.

A YES VOTE would create a system of ranked-choice voting in which voters would have the option to rank candidates in order of preference and votes would be counted in rounds, eliminating candidates with the lowest votes until one candidate has received a majority.

A NO VOTE would make no change in the laws governing voting and how votes are counted.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this ___ day of October 2020.

Select Board of: Concord, Massachusetts

Constable

Date

Warrant must be posted by October 27, 2020
(no fewer than seven days prior to the November 3, 2020 State Election).

Election Warrant posting locations: Precinct 1: Post Office, Walden St., Precinct 2: Post Office, Beharrell St., Precinct 3: Verrill Farm, 11 Wheeler Rd, Precinct 4: Town House, 22 Monument Square, Precinct 5: Concord Municipal Light Plant, 1175 Elm Street.

BROWN & BROWN, P.C.

COUNSELLORS-AT-LAW
110 GREAT ROAD
BEDFORD, MASSACHUSETTS 01730

TELEPHONE (781) 275-7267
TELECOPIER (781) 275-6940

WEBSITE: www.brown-brown-pc.com
Email: pbrown@brown-brown-pc.com

OF COUNSEL
GEORGE E. FOOTE

JOHN F. BROWN - (1891-1959)

NATHANIEL K. BROWN
MARK S. RAFFA
JAMES M. DONOVAN
PAMELA J. BROWN, FAICP
ERIC R. PRICHARD
BRITNEY M. MARTIN

* ALSO ADMITTED IN NEW HAMPSHIRE

September 5, 2020

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

RE: GJC Brothers, Inc. – Concord Gas/Convenience Store Liquor License Request

Dear Mr. Lawson and members of the Board:

By this letter and enclosures, we hereby request your review of an application for a sale of beer and wine at the convenience store at Concord Gas located at 686 Elm Street. The business owner, Mr. Charlie Audi, has operated the facility since 2003 and will make a large investment in renovating the building to expand the convenience store into a 1,518sf space (eliminating 2 service bays).

Mr. Audi will continue to serve as the manager of the store/service station and as the manager under the liquor license. Enclosed for your review, please find the following:

- Payment receipt for ABCC \$200.00 application fee
- Monetary Transmittal Form
- Application for a New License
- Applicant's Statement
- Floor Plan of Convenience Store
- Corporate Vote of GJC Brothers, Inc.
- GJC Brothers, Inc. Articles of Organization (2006) filed with the Commonwealth Corporations Division
- CORI for Charlie Michelle Audi
- Evidence of Finances – TD Bank pre-approval letter
- Proof of Citizenship – US Passport of Charlie Audi
- Lease demonstrating control of property at 686 Elms Street.

Please feel free to contact me with any questions or additional needs. We look forward to responding to any of the Board's questions at an upcoming meeting and hope you will agree that the proposal will be a welcome improvement to the Town of Concord and not in conflict with other Concord Wine Shops or liquor stores.

Very truly yours,


Pamela J. Brown



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="Off-Premises-15"/>	<input type="text" value="\$15 Package Store"/>	<input type="text" value="Wines and Malt Beverages"/>	<input type="text" value="Annual"/>

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Is this license application pursuant to special legislation? Yes No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name FEIN

DBA Manager of Record

Street Address

Phone Email

Alternative Phone Website

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Square Footage: Number of Entrances: Seating Capacity:

Number of Floors: Number of Exits: Occupancy Number:

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name: Phone:

Title: Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	<input type="text" value="Corporation"/>	Date of Incorporation	<input type="text" value="8/13/2003"/>
State of Incorporation	<input type="text" value="Massachusetts"/>	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Charlie Audi"/>	<input type="text" value="18 Porter Street, Westwood, MA 02090"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="2/2/62"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="President & Treasurer"/>	<input type="text" value="100%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement. Yes No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	
C. Other * (Please specify below)	\$250,000
D. Total Cost	\$250,000

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total:	\$20,000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
TD Bank	\$250,000	Refinance/Cash-out	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Conventional (re-finance) loan from TD Bank

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* Yes No *Manager must be a U.S. Citizen
 If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.
 Have you ever been convicted of a state, federal, or military crime? Yes No
 If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

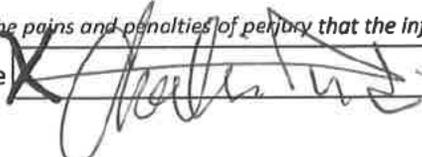
Start Date	End Date	Position	Employer	Supervisor Name
7/31/2003	Current	President	GJC Brothers Inc	(self)

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature  Date

APPLICANT'S STATEMENT

I, the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Date:

Title:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

PLEASE REFER TO THE FOLLOWING ADDITIONAL INFORMATION:

1. APPLICANT BUSINESS ENTITY - ARTICLES OF ORGANIZATION FOR GJC BROTHERS, INC.
2. PROOF OF CITIZENSHIP - US PASSPORT OF CHARLIE AUDI
3. VOTE OF CORPORATE BOARD
4. PROOF OF FUNDS - LETTER FROM TDBANK WITH PRE-APPROVAL OF RENOVATION LOAN
5. LEASE BETWEEN GJC BROTHERS INC. (LESSEE) AND 686 MAIN STREET, LLC (LANDLORD)
6. FLOOR PLAN OF PROPOSED CONVENIENCE STORE RENOVATION
7. ABCC MONETARY TRANSMITTAL FORM AND PAYMENT RECEIPT
8. CORI REQUEST FORM FOR CHARLIE AUDI

D

[Signature]
Examiner

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION (General Laws, Chapter 156B)

[Signature]
Name
Approved

ARTICLE I

The exact name of the corporation is:

GJC Brothers, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

To engage in the business or the operation of one or more motor vehicle service stations, making repairs to motor vehicles, selling gasoline, oil and sundries including food items, beverages, cigarettes and convenience items as well as allied services (See continuation of this paragraph on Attachment A).

- C
- P
- M
- R.A.

9

P.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock which the corporation is authorized to issue.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:	15,000	Common:		
Preferred:		Preferred:		

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

See Attachment B

ARTICLE VI

**Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

See Attachment C

***If there are no provisions state "None".*

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

Attachment A

Continuation of Response to Item 2.
Articles of Organization

To act for others as agent, broker, factor, manager or in any other lawful manner and to join with others in any enterprise.

To buy, lease, or otherwise acquire, and to hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of, and deal in, personal property of all kinds wherever located.

To buy, lease, or otherwise acquire, hold, improve, maintain, supervise, operate, exchange, sell, lease, pledge, mortgage, or otherwise dispose of real estate or interests therein, in any state or territory of the United States and any foreign county.

To subscribe for, buy, acquire, hold, sell, assign, transfer, mortgage, pledge, or otherwise dispose of, and to deal in, stocks, bonds, notes, obligations and securities of any corporations, joint stock companies, trusts, associations, firms or persons and the bonds and securities of the United States, and of any state thereof, and of any country, district or municipality and of any agency of any of the foregoing and of any foreign government or agency, and as owner thereof to exercise all rights, powers and privileges of ownership, including, without limitation, the right to vote.

To acquire the good will and property of any corporation, joint stock companies, trusts, associations, firms or persons, and to undertake, guarantee, endorse or assume the whole or any part of the obligations or liabilities thereof, including without limitations, leases and contracts.

To borrow money and to make and issue bonds, debentures, notes and evidences of indebtedness of the corporation and to secure the same by the mortgage, pledge, or other transfer of all or any part of its properties.

To lend money or credit to, to guarantee the performance of any contract or obligation, and to aid in any other manner, corporations, joint stock companies, trusts, associations, firms and obligation of which or any interest in which is held by the corporations, or in the affairs or prosperity of which this corporation has an interest; and to secure any such undertaking made by it by the mortgage, pledge or other transfer of all or any part of its properties.

To acquire, hold, use, sell, assign, grant licenses in respect of, mortgage or otherwise dispose of, any and all trademarks, trade names, formulas, secret processes, franchises, and any and all inventions, improvements, letters patent or copyrights of the United States or of any other country.

To purchase or otherwise acquire, and to hold, sell, assign, transfer, mortgage, pledge, or otherwise dispose of and deal in, the stock of the corporation.

Attachment A (Continued)

To do any or all of the things set forth to the same extent as natural persons might or could do in any part of the world as principals, agents, or otherwise, and either alone or with others, and to do every act and thing necessary, convenient or proper for the accomplishment of any of the objects herein enumerated, or incidental to any of the powers herein stated, provided the same be not inconsistent with the laws of the Commonwealth of Massachusetts applicable to business corporations.

The foregoing clauses shall be construed both as objects and powers, and it is expressly intended that no specific enumeration shall restrict in any way general language, that none of the purposes set forth in any of the above clauses shall be limited or restricted in any way by the terms of any other clause, that each purpose may be pursued independently of any other purpose from time to time and wherever deemed desirable, and that the corporation shall have and possess all the rights, privileges and powers now or hereafter conferred by the laws of the Commonwealth of Massachusetts upon business corporations organized under such laws.

Attachment B

Response to Item 5.
Articles of Organization

Any stockholder, including the heirs, assigns, executors or administrators of a deceased stockholder, desiring to sell or transfer such stock owned by him or them, shall first offer it to the corporation through the Board of Directors, in the manner following: He shall notify the directors of his desire to sell or transfer by notice in writing, which notice shall contain the price at which he is willing to sell or transfer and the name of one arbitrator. The directors shall within thirty days thereof either accept the offer, or by notice to him in writing name a second arbitrator, and these two shall name a third. It shall then be the duty of the arbitrators to ascertain the value of the stock, and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator.

After the acceptance of the offer, or the report of the arbitrators as to the value of the stock, the directors shall have thirty days within which to purchase the same at such valuation, but if at the expiration of thirty days, the corporation shall not have exercised the right so to purchase, the owner of the stock shall be at liberty to dispose of the same in any manner he may see fit.

No shares of stock shall be sold or transferred on the books of the corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive the requirement.

Attachment C

Response to Item 6.
Articles of Organization

The Board of Directors of the corporation may make, amend, or repeal the by-laws of the corporation, in whole or in part, except with respect to any provisions thereof which, by law, the articles of organization, or the by-laws, requires action exclusively by the stockholders entitled to vote thereon; but any by-law adopted by the Board of Directors may be amended or repealed.

All meetings of stockholders of the corporation may be held within the Commonwealth of Massachusetts, elsewhere within the United States or wherever else allowed by law. The place of such meetings shall be fixed in, or determined in the manner provided in, the by-laws.

Each director or officer, present or former, of the corporation or of any other corporation a majority of the stock of which is owned by the corporation, shall be indemnified by the corporation against all costs and expenses, including attorneys fees, reasonably incurred by or imposed upon him, in connection with or arising out of any action, suit, or proceeding in which he may be involved by reason of his being or having been such director or officer, such expenses to include the cost or reasonable settlements (other than amounts paid to the corporation itself) made with a view to curtailing costs of litigation. The corporation shall not, however, indemnify any such director or officer with respect to matters as to which he shall, in writing, voluntarily have waived, or as to which he shall be finally adjudged in any such action, suit, or proceeding to have been derelict in the performance of his duty as such director or officer, or in respect of any matter on which any settlement or compromise is effected, if the total expense, including the cost of such settlement, shall substantially exceed the expense which might reasonably be incurred by such director or officer in conducting such litigation to a final conclusion. The foregoing right of indemnification shall not be exclusive of other rights to which any such director or officer may be entitled as a matter of law. In determining the reasonableness of any settlement, the judgement of the Board of Directors shall be final.

No contract or other transaction between this corporation and any other firm or corporation shall be affected or invalidated by reason of the fact that any one or more of the directors, stockholders, or officers of this corporation is or are interested in, or is a member, stockholder, director, or officer or are members, stockholders, directors, or officers of such other firm or corporation; and any director, stockholders, or officer or officers, individually or jointly, may be a party or parties to, or may be interested in, any contract or transaction of this corporation or in which this corporation is interested, and no contract, act, or transaction of this corporation with any person or persons, firm, association or corporation, shall be affected or invalidated by reason of the fact that any director or directors, stockholder or stockholders or officer or officers of this corporation is a party or are parties to, or interested in, such contract, act or transaction, or in any way connected with such person or persons, firm, association or corporation, and each and every person who may become a director, stockholder or officer of this corporation is

Attachment C' (Continued)

hereby relieved from any liability that might otherwise exist from thus contracting with this corporation for the benefit of himself or any firm, association, or corporation in which he may be anyway interested.

The corporation may be a partner in any business enterprise which said corporation would have power to conduct by itself.

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THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

(General Laws, Chapter 156B)

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 275, having been paid, said articles are deemed to have been filed with me this 13th day of AUGUST 20 03

Effective date: _____



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

FILING FEE: One tenth of one percent of the total authorized capital stock, but not less than \$200.00. For the purpose of filing, shares of stock with a par value less than \$1.00, or no par stock, shall be deemed to have a par value of \$1.00 per share.

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

- a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is:
686 Elm St., Concord, MA 01742
- b. The name, residential address and post office address of each director and officer of the corporation is as follows:

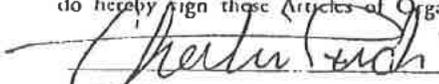
	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Charlie Audi	18 Porter St., Westwood, MA	02090
Treasurer:	Charlie Audi	"	"
Clerk:	Charlie Audi	"	"
Directors:	Charlie Audi	"	"

- c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of: December
- d. The name and business address of the resident agent, if any, of the corporation is:

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 31st day of July, 20⁰³



 Charlie Audi

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.



TD Bank
America's Most Convenient Bank®
Commercial Banking Division, 4th Floor
370 Main Street
Worcester, MA 01608
T 800 734 4997
F 508 368 6521

tdbank.com

August 25, 2020

Charlie Audi
686 Elm Street
Concord, MA 01742

RE: 686 Elm St., Concord, MA

Dear Mr. Audi:

Based on the financial information you provided to the Bank, you have been pre-approved for a commercial mortgage to renovate the above referenced property. Formal approval is expected once the standard underwriting has been completed.

Should you have any questions, please do not hesitate to contact me at (508) 368-6508.

Sincerely,

Anthony Rakic
Vice President
TD Bank N.A.



LEASE
686 Elm Street, Concord

This LEASE is entered into on this 30th day of December 2019, by and between 686 Elm Street, LLC with a mailing address of 143 Sudbury Road, Concord, MA 01742 (the "Lessor") and GJC Brothers, Inc. with a mailing address of 686 Elm Street, Concord, MA 01742 (the "Lessee").

1. PREMISES. The Lessor does hereby lease, demise and let unto the Lessee the premises situated at 686 Elm Street, Concord, MA, which consists of approximately 7,666 square feet of land and a building of approximately 2,884 square feet of floor area (the "Leased Premises"). The Leased Premises includes a car wash, service station bays, gasoline pumps and shop.

2. TERM. The term of this Lease shall be for a period of ten (10) years, commencing on January 1, 2020 and ending on December 31, 2030, with Lessee's option to renew from year to year thereafter upon mutually agreeable terms.

3. RENT. Lessee covenants to pay Lessor, at the address set forth in this lease, rent ("Rent") for the duration of the Term of One Hundred Thirty-two Thousand dollars (\$132,000.00), which rent shall be due and payable in advance in monthly installments of \$11,000.00 on the first (1st) day of each month, for the period commencing on January 1, 2020 and through December 1, 2030.

4. REAL ESTATE TAXES. The Lessor shall be responsible for the payment of all real estate taxes attributable to the Leased Premises. Landlord hereby reserves the right to increase rent in any year that real estate taxes exceed the taxes paid in the base year 2020 by more than ten percent (10%).

5. UTILITIES. The Lessor shall pay for all utilities serving the Leased Premises, including, but not limited to water, gas, and electricity. Lessee shall pay for telephone and internet service, to be billed to the Lessee.

6. OPERATING COSTS. The Lessor shall be responsible for the payment of Operating Costs related to the occupation and use of the Leased Premises, including but not limited to landscaping and snow removal. The Lessee shall be responsible for the cleaning and upkeep of the Leased Premises.

7. USE. The Lessee shall use the Leased Premises only for the purpose of conducting the business of a gasoline service station, including repairs, car wash and associated convenience store. Any other purposes or uses may be undertaken only with written permission of the Lessor and shall not be unlawful, excessively noisy, unreasonably offensive, or contrary to any law or regulation, including, but not limited to the Zoning By-Law of the Town of Concord. The Lessee shall be solely responsible for procuring any licenses or permits required by the Town of Concord or the Commonwealth of Massachusetts for the conduct of its business at the Leased Premises.

8. SUBLEASING / ASSIGNMENT. The Lessee shall not be permitted to assign this Lease or sublet all or any portion of the Leased Premises, without prior written agreement of the Lessor.

9. MAINTENANCE. The Lessee accepts the Leased Premises in "as is" in broom-clean condition and agrees to maintain the Leased Premises in the same condition as they are at the commencement of the term, excepting only reasonable wear and tear. In addition to normal repairs and maintenance, Lessee shall replace plate glass and other glass therein whenever necessary, acknowledging that the Leased Premises are now in good order and the glass whole. The Lessee shall not permit the Leased Premises to be overloaded, damaged, stripped or defaced nor suffer any waste.

10. NON-SMOKING. Smoking is not permitted anywhere inside the building or other premises (including parking areas).

11. SIGNS. Lessee shall obtain the written consent of Lessor before erecting any sign on the Leased premises which consent shall not be unreasonably withheld. Any such sign must conform to the provisions of the Sign By-Law of the Town of Concord. Any costs or fees associated with obtaining any permits required by the Town of Concord shall be the responsibility of the Lessee.

12. STRUCTURAL ALTERATIONS / ADDITIONS. The Lessee shall not make structural alterations or additions to the Leased Premises, without Lessor's consent, but may make nonstructural alterations provided the Lessor consents thereto in writing prior to the commencement of such alterations, which consent shall not be unreasonably withheld. All such allowed alterations shall be at Lessee's expense and shall be in quality at least equal to the present construction. The Lessee shall not permit any mechanic's liens, or similar liens, to remain upon the leased premises for labor and material furnished to the Lessee, or claimed to have been furnished to the Lessee, in connection with work of any character performed or claimed to have been performed at the direction of the Lessee and shall cause any such lien to be released of record forthwith without cost to the Lessor. Any such alterations or improvements made by the Lessee shall become the property of the Lessor at the termination of occupancy as provided herein.

13. INSPECTIONS and MAINTENANCE. The Lessor and Lessor's designees shall have the right to enter upon the Leased premises during normal business hours, upon reasonable prior notice to the Lessee, for the purpose of inspecting the same and determining the need for repairs, and for the purpose of removing placards and signs on the exterior of the premises not approved by the Lessor.

Maintenance by Lessor. Lessor agrees to keep in good repair the foundation, exterior walls, roof and structural components of the Building. Lessor shall maintain the Leased Premises in conformance with all legal requirements. Lessor, at its expense, shall maintain the heating, ventilation and air conditioning system(s) and water heater and plumbing fixtures in good order and repair.

Maintenance by Lessee. Lessee shall maintain the inside of the Leased Premises in a clean, safe, and operable condition. Lessee will not allow any waste or damage to any portion of the Leased Premises and will repair any damage done by Lessee, its employees or invitees.

Lessor may enter the Leased Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions which Lessor is obligated to perform, Lessee is deprived of the use of the Leased Premises, the Rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, Lessee shall be deprived as a result thereof.

14. LESSOR'S RIGHT TO ADVERTISE. At any time within two (2) months before the expiration of this Lease or any extension hereof, the Lessor may affix to any suitable part of the Leased Premises a notice for letting or selling the Leased Premises and for that purpose may enter in or upon the Premises upon reasonable notice to Lessee.

15. INDEMNIFICATION. Lessee shall indemnify and hold Lessor harmless against and from any and all claims which arise from or are caused by Lessee's use or occupancy of the Leased Premises to the extent caused by any negligent or intentional act or omission of Lessee. Under no circumstances shall Lessee be obligated to indemnify Lessor to the extent that the injury, loss, or damage was caused by the negligence or willful misconduct of the Lessor. In the event of joint, concurrent, or comparative negligence or fault on the part of the Lessor, Lessee's liability with respect to such indemnity obligation shall be limited to its relative degree of fault.

16. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE. The Lessee agrees to maintain in full force a policy of public liability and property damage insurance written by an insurance company reasonably acceptable to the Lessor under which the Lessee and the Lessor are named as insured or loss payees. The minimum limits of liability of said insurance shall be One Million Dollars (\$1,000,000.00) for injury or death to any one person, One Million Dollars (\$1,000,000.00) for injury or death to more than one person and One Million Dollars (\$1,000,000.00) for damage to property.

17. ADDITIONAL INSURANCE. The Lessee also agrees to keep Lessee's fixtures, merchandise and equipment insured against loss or damage by fire or other casualty. It is understood and agreed that the Lessee assumes all risks of damage to the Lessee's property arising from any cause whatsoever including but not limited to loss by theft, except where caused by the willful act or omission or negligence of Lessor, or Lessor's agents, employees or contractors.

18. PROPERTY DAMAGE INSURANCE REQUIREMENTS. The Lessee shall keep the fixtures on the Leased Premises insured against risk of fire, wind, hail storm and such other risks as may be covered by a standard form extended coverage endorsement with an insurance company licensed to do business in Massachusetts and reasonably acceptable

to the Lessor.

19. TERMINATION DUE TO DAMAGE / EMINENT DOMAIN. Should a substantial portion of the Leased Premises or of the property of which they are a part be damaged by fire or other casualty or be taken by eminent domain, the Lessor may elect to terminate this Lease. When such fire, casualty or taking renders the Leased Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made and the Lessee may elect to terminate this Lease if:

(a) The Lessor fails to give written notice within ten (10) days of their intention to restore the Leased Premises, or (b) The Lessor fails to restore the Leased Premises to a condition substantially suitable for their intended use within thirty (30) days of said fire, casualty or taking. The Lessor reserves, and the Lessee grants to the Lessor, all rights which the Lessee may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the Lessee's fixtures, property, or equipment.

20. LESSEE'S DEFAULT. In the event the Lessee shall default in the payment of any installment of rent or other sums herein provided for, and said default shall continue for ten (10) days, or if the Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements or obligations hereunder, and such default shall continue for thirty (30) days or if the Lessee shall be declared bankrupt or insolvent according to law or shall enter into an assignment for the benefit of creditors, then the Lessor shall have the right thereafter to enter and take complete possession of the Leased Premises and to terminate this Lease and/or remove the property of the Lessee, without prejudicing any other remedies available under this Lease or at law for arrears of rent or other damages. The Lessee shall indemnify the Lessor against all loss of rent and other payments which the Lessor may incur by reason of such termination during the remainder of the term of this Lease or any extension thereof. If the Lessee shall default in the observance or performance of any conditions or covenants on Lessee's part to be observed or performed under or by virtue of any of the provisions of this Lease, the Lessor, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Lessee.

21. QUIET ENJOYMENT. The Lessee, subject to the terms and provisions of this Lease, on payment of the rent and observing, keeping and performing all of the terms and provisions of this Lease on Lessee's part to be observed, kept and performed, shall lawfully, peaceable and quietly have, hold, occupy and enjoy the Leased Premises during the term hereof without hindrance or ejection by Lessor or by any other persons claiming by, through, or under Lessor. Lessor warrants and represents, upon which warranty and representation Lessee has relied in the execution of this Lease, that Lessor is the owner of the Leased Premises, that Lessor has full right and lawful authority to execute this Lease for the Term and that the Leased Premises are not subject to any easements, restrictions, zoning ordinances or similar governmental regulations which prevent its use as set out herein.

22. NOTICES. Any notice from the Lessor to the Lessee relating to the Leased Premises

or to the occupancy thereof, shall be deemed duly served if given in hand or mailed to the Leased Premises, registered or certified mail, return receipt requested, postage prepaid, and addressed to the Lessee. Any notice from the Lessee to the Lessor relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served if given in hand or mailed to the Lessor by registered or certified mail, return receipt requested, postage prepaid and addressed to the Lessor at 143 Sudbury Road, Concord, MA 01742, or at such other address as the Lessor may from time to time advise in writing. All rent and other sums shall be paid to the Lessor at 143 Sudbury Road, Concord, MA 01742 or at such other address as the Lessor may from time to time advise in writing.

23. REMOVAL OF GOODS AND EFFECTS. The Lessee shall at the expiration or other termination of the Lease remove all Lessee's goods and effects from the Leased Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Lessee, either inside or outside the Leased Premises). Lessee shall deliver to the Lessor the leased premises and all keys and other fixtures connected therewith and all alterations and additions made to or upon the Lease Premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the Lessee's failure to remove any of Lessee's property from the premises, Lessor is hereby authorized without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee, to remove and store any of Lessee's property at Lessee's expense, or to retain same under Lessor's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to dispose of such property.

24. LESSOR'S DEFAULT. If Lessor shall default in the performance or observance of any agreement or condition in this Lease to be performed or observed, and if Lessor shall not cure such default within thirty (30) days after notice from Lessee specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and Lessor shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Lessee may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default and any reasonable amount paid or any contractual liability incurred by Lessee in so doing shall be deemed paid or incurred for the account of Lessor and Lessor shall reimburse Lessee and hold Lessee harmless therefrom. Provided, however, that Lessee may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Lessor if an emergency situation exists, or after notice to Lessor, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Lessee's interest therein or to prevent injury or damage to persons or property.

25. WAIVER. Failure on the part of the Lessor or Lessee to complain of any action or inaction on the part of Lessee or Lessor, no matter how long the same may continue, shall never be deemed to be a waiver by Lessor or Lessee of any of their rights hereunder. No waiver at any time of any of the provisions hereof by Lessor or Lessee shall be construed

as a waiver of any of the other provisions hereof and shall not be construed as a waiver at any subsequent time of the same provisions. If the consent or approval of Lessor to or of any action by the Lessee is required, such consent shall not be unreasonably withheld and such consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval of any subsequent similar act by Lessee.

26. PAYMENTS ON ACCOUNT. No payment by Lessee or acceptance by Lessor of a lesser amount than what is due from Lessee to Lessor shall be treated other than a payment on account. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.

27. INVALIDITY OR UNENFORCEABILITY OF TERMS. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and enforced to the fullest extent permitted by law.

28. BINDING EFFECT OF TERMS. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns, respectively, of the Lessor and the Lessee.

29. GOVERNING LAW. The terms of this Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

30. NOTICE OF LEASE. This Lease shall not be recorded but Lessor and Lessee agree upon the request of the other to execute a Notice of Lease in recordable form, complying with applicable Massachusetts laws. In no event shall such Notice of Lease set forth the rental or other charges payable by Lessee under this Lease and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions of this Lease.

31. SUBORDINATION OF LEASE TO MORTGAGES. This Lease shall be subject and subordinate to any and all mortgages and other instruments in the nature of a mortgage, now or at any time hereafter on the property of which the Leased Premises are a part and the Lessee shall, when requested, promptly execute and deliver such written instruments as shall be necessary to confirm the subordination of this Lease to said mortgages or other such instruments in the nature of a mortgage.

32. OPTION TO RENEW.

A. On the conditions which conditions Lessor may waive by written notice to Lessee that both at the time of exercise of the option to renew this Lease the "Extended Term" and as

of the commencement of the Extended Term

(i) there exists no Event of Default (defined in Section 20) and there has been no Event of Default occurrences during the Term, and (ii) this Lease is still in full force and effect, Lessee shall have the right to extend the Term hereof upon all the same terms, conditions, covenants and agreements herein contained for one (1) option period of one (1) year as hereinafter set forth. The option period is sometimes herein referred to as the "Extended Term."

B. If Lessee desires to exercise the option to extend the Term, then Lessee shall give written notice to Lessor, no less than two (2) months prior to the expiration of the Lease. Upon the giving of such notice, this Lease and the Term hereof shall be extended, for the option period, without the necessity for the execution of any additional documents; and in such event all references herein to the Term or the term of this Lease shall be construed as referring to the Extended Term, unless the context clearly otherwise requires.

Notwithstanding anything herein contained to the contrary, in no event shall the Extended Term be extended for more than one (1) year after the expiration of the Original Term hereof. The Extension Term shall commence on the day immediately following the expiration date of the original Term. The Rent shall be at an annual rate mutually agreed by the parties.

33. HAZARDOUS WASTE. Lessee shall comply with all laws and regulations pertaining to the storage, dispensing and disposal of oil, gas and other liquids, fluids or solids considered "Hazardous Waste" by the regulating authorities.

Such wastes include (i) any flammable, combustible or explosive fluid, material, chemical or substance; and (ii) any Hazardous Material (hereinafter defined), other than the types and quantities of Hazardous Materials which are used in the ordinary course of Lessee's business provided that the same shall at all times be brought upon, kept or used in so-called 'control areas' (the number and size of which shall be reasonably determined by Lessor) and in accordance with all applicable Environmental Laws (hereinafter defined) and prudent environmental practice. If Lessee intends to add a new Hazardous Material or materially increase the quantity of any Hazardous Material to the list of Lessee's Hazardous Materials, Lessee shall submit to Lessor an updated list of Lessee's Hazardous Materials for Landlord's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Lessor shall have the right at reasonable times and upon providing reasonable notice (except in the event of an emergency when such right of entry shall be at any time and without prior notice) to conduct tests to discover the facts of any alleged or potential environmental problem.

Notwithstanding the foregoing, with respect to any of Lessee's Hazardous Materials which Lessee does not properly handle, store or dispose of in compliance with all applicable Environmental Laws (hereinafter defined), prudent environmental practice and (with respect to medical waste and so-called "biohazard materials) good medical practice, Lessee shall, upon written notice from Lessor, no longer have the right to bring such material into the Building or the Property until Lessee has demonstrated, to Lessor's reasonable handle, store or dispose of such material.

A. The term "Hazardous Material" includes, without limitation, oil and/or any material or substance which is designated as a "hazardous substance," "hazardous material," "oil," "hazardous waste" or toxic substance under any Environmental Law.

B. For purposes hereof, "Environmental Laws" shall mean all laws, statutes, ordinances, rules and regulations of any local, state or federal governmental authority having jurisdiction concerning environmental, health and safety matters, including but not limited to any discharge by any of the Lessee Parties into the air, surface water, sewers, soil or groundwater of any Hazardous Material (hereinafter defined) whether within or outside the Premises, including, without limitation (a) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq., (b) the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., (c) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., (d) the Toxic Substances Control Act of 1976, 15 U.S.C. Section 2601 et seq., and (e) Chapter 21E of the General Laws of Massachusetts. Lessee, at its sole cost and expense, shall comply with (i) Environmental Laws, and (ii) any rules, requirements and safety procedures of the Massachusetts Department of Environmental Protection, the Town of Concord and any insurer of the Building or the Premises with respect to Lessee's use, storage and disposal of any Hazardous Materials.

C. Lessee shall be responsible for any requirements pertaining to the clean-up, removal, and/or encapsulation of any Hazardous Materials that may be in or at the Leased Premises or may have emanated therefrom which are the direct result of Lessee's actions pursuant to this Lease. Lessee shall not be responsible for and have no liability in regard to any pre-existing Hazardous Materials or any resultant conditions therefrom within the Leased Premises. Such services shall be performed by contractors reasonably acceptable to Lessor and on a sufficient basis to ensure that the Premises are at all times kept neat, clean and free of Hazardous Materials and biohazards except inappropriate, specially marked containers reasonably approved by Lessor.

34. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements, and it may not be modified except by a writing signed by all parties.

35. REFERENCES. Reference in this Lease Agreement to the Lessee shall be deemed to refer to the Lessee named herein, and if there are more than one Lessee, their obligations hereunder shall be joint and several.

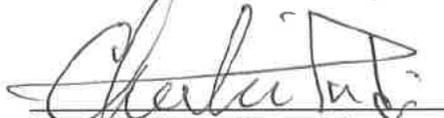
36. SECURITY DEPOSIT. The Lessor acknowledges that Lessee has paid no security deposit.

37. Force Majeure. The Parties shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by a cause or causes beyond their control which shall include, without limitation, all labor disputes, riots, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military

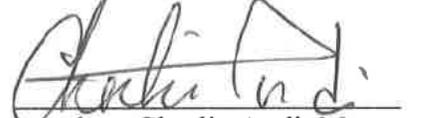
or usurped power, sabotage, governmental regulations or controls, fire or other casualty, or through acts of God ("Force Majeure").

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals on the day and year first above written.

LESSEE: GJC Brothers, Inc.

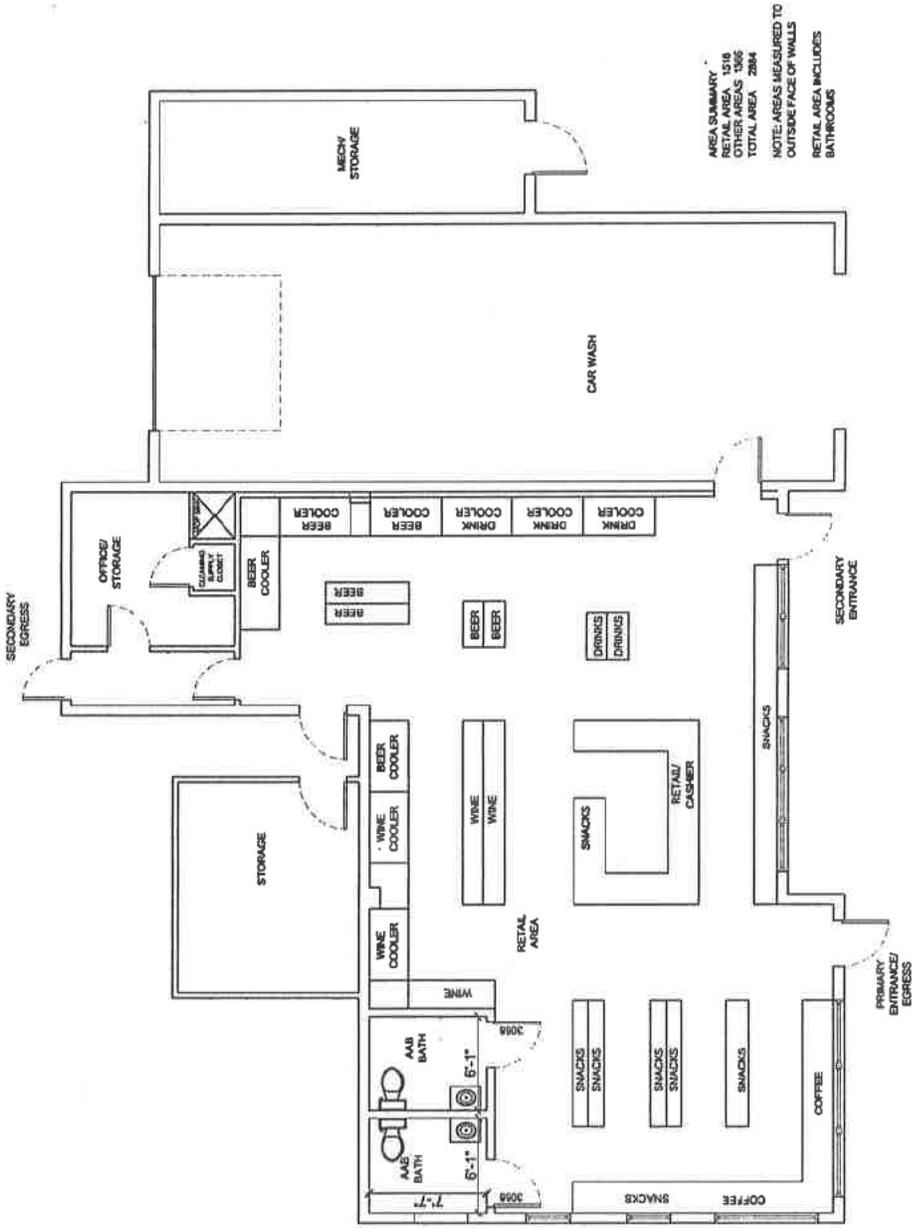

by: Charlie Audi, President

LESSOR: 686 Elm Street LLC


by: Charlie Audi, Manager

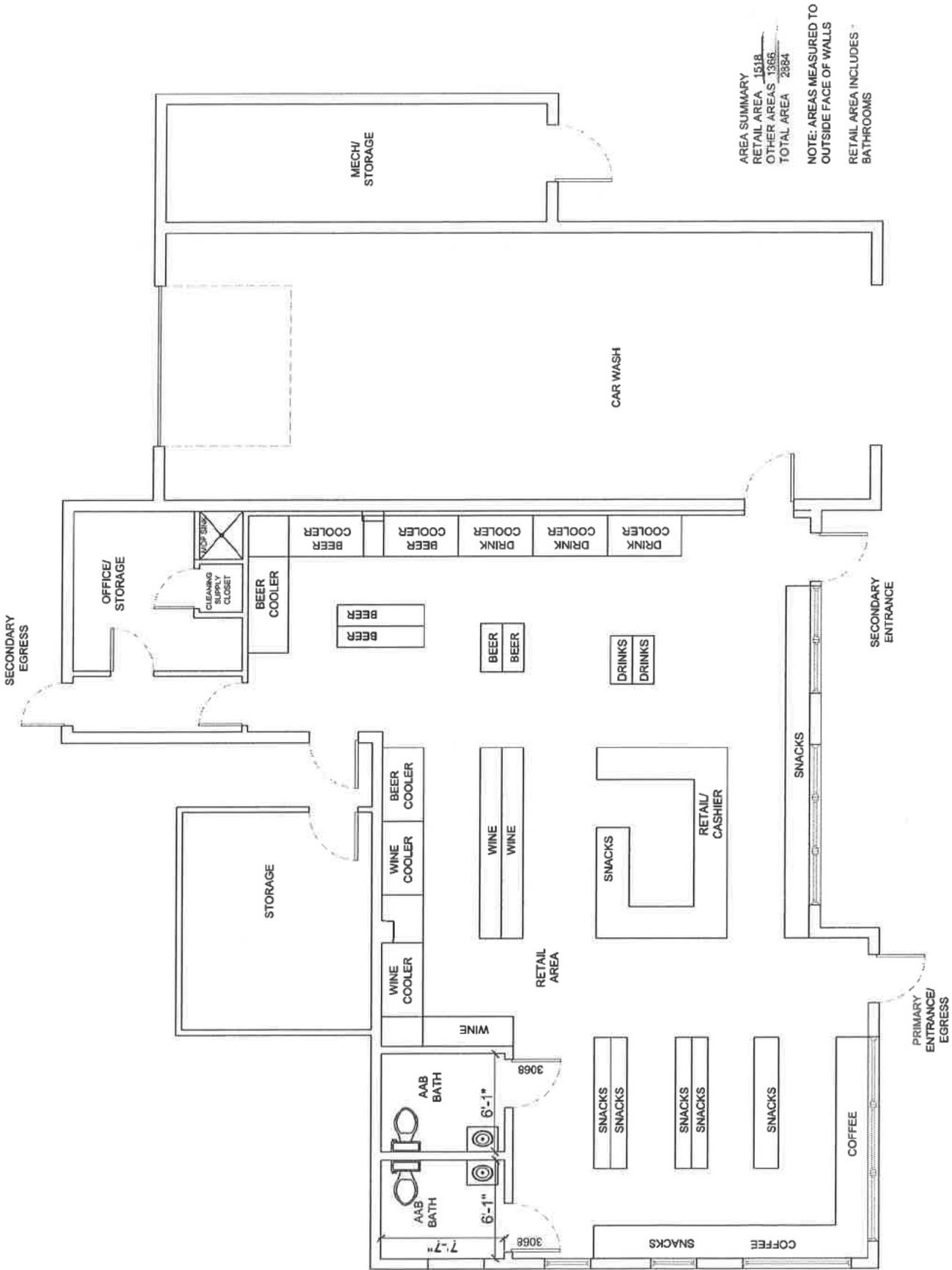
These drawings are not to be construed as a contract. The contract documents, including the contract agreement, conditions of contract, and specifications, govern the project. The drawings are to be read in conjunction with the contract documents. The drawings are not to be used for any other purpose without the written consent of Mahoney Architects. © 2011 Mahoney Architects

**Addition and Renovation to
 Concord Gas Phase II
 686 Elm Street
 Concord, MA**



AREA SUMMARY
 RETAIL AREA 1516
 OTHER AREAS 1066
 TOTAL AREA 2584
 NOTE: AREAS MEASURED TO
 OUTSIDE FACE OF WALLS
 RETAIL AREA INCLUDES
 BATHROOMS

1 PROPOSED FLOOR PLAN OPTION A
 1/4"=1'-0"



AREA SUMMARY
 RETAIL AREA 1518
 OTHER AREAS 1366
 TOTAL AREA 2884

NOTE: AREAS MEASURED TO OUTSIDE FACE OF WALLS
 RETAIL AREA INCLUDES BATHROOMS

1 PROPOSED FLOOR PLAN OPTION A
 1/4"=1'-0"



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE # f9f5f0ba-fc9b-4d7d-b1b2-208e58c666bf

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other <input type="text"/> | | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email and via text message.



Transaction Processed Successfully.

INVOICE #: f9f5f0ba-fc9b-4d7d-b162-208e58c666bf

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	GJC Brothers Inc.	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 9/4/2020 2:23:12 PM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
GJC Brothers Inc.

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Pamela Brown

Last Name:
Brown & Brown PC

Address:
110 Great Road

City:
Bedford

State:
MA

Zip Code:
01730

Email Address:
pbrown@brown-brown-pc.com

CONCORD POLICE DEPARTMENT

MEMORANDUM

TO: Select Board

FROM: Joseph F. O'Connor, Chief of Police

DATE: October 16, 2020

SUBJECT: *ALCOHOL LICENSE-GJC BROTHERS, INC. d/b/a CONCORD GAS*

Select Board:

This memo is being submitted to the Select Board in your role as the Town's Alcohol Licensing Board in reference to GJC Brothers, Inc. d/b/a Concord Gas, and the application submitted by its owner, Charlie Audi, for an Alcoholic Beverage License (wine and malt beverages). Mr. Audi provided the Town of Concord with all of the necessary paperwork for the application process.

Detective Keith Harrington, the Police Department's Licensing Officer, conducted an investigation, which revealed no information to prohibit Mr. Audi from obtaining a license.

On June 3, 2014, I submitted a memo to Town Manager Chris Whelan, which recommended not issuing a license at that time, per the attached. The memo was used by the Board at that time and a license was denied. Since 2014 Mr. Audi has continued to run gas stations in Town without any known issues. I contacted the current leadership at Temple Kerem Shalom, who have no objections to the license issuance. At the time of the 2014 memo, I was transitioning into the Department and the Department's ability to monitor the location was a concern. At this time, I do believe the Police Department can adequately patrol the area. Since the 2014 application, to my knowledge, no other gas station has applied for a license; and it is my understanding that previous Boards denied gas station applications.

In sum, I currently have no objections to this request.

Respectfully,

A handwritten signature in blue ink, appearing to read "Joseph F. O'Connor". The signature is fluid and cursive, with a long horizontal stroke at the end.

Joseph F. O'Connor
Chief of Police

cc: Stephen J. Crane, Town Manager
Detective Keith Harrington

Attachment (1)



OLD NORTH BRIDGE

CONCORD POLICE DEPARTMENT

219 WALDEN STREET

P.O. BOX 519

CONCORD, MASSACHUSETTS 01742

TEL: (978) 318-3400 • FAX: (978) 369-8420

EMAIL: joconnor@concordma.gov

JOSEPH F. O'CONNOR
CHIEF OF POLICE

TO: Christopher Whelan, Town Manager

FROM: Joseph F. O'Connor, Chief of Police

DATE: June 3, 2014

SUBJECT: Beer and Wine License Request
GJC Brothers, dba Concord Gas
686 Elm Street

In reference to the application for a Section 15 Wine and Malt Beverage License submitted by GJC Brothers, dba Concord Gas, 686 Elm Street, Concord, MA, the following is submitted:

1. Although the applicant is an established reputable businessman with 23 years of business experience, Mr. Audi has no experience in the retail alcohol beverage business.
2. Mr. Audi indicated his 24 year old son would be the site manager working 50 hours per week. Mr. Audi further indicated his son does not have any experience in the retail alcohol business.
3. This location is located directly across the street from Temple Kerem Shalom. Staff members are concerned about the potential of alcoholic beverages being consumed on their property.
4. The current location serves as a retail gas station. The applicant proposes remodeling the existing building, eliminating the repair bays, and converting them to a convenience store. The drive up retail nature of a gas station convenience store would make it difficult for the police to monitor the sale of alcohol.
5. Other gas station locations have previously been denied alcoholic beverage licenses in the Town of Concord.

For the aforementioned reasons, the police department respectfully recommends the denial of this license.


Joseph F. O'Connor
Chief of Police



COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF THE STATE TREASURER

ALCOHOLIC BEVERAGES CONTROL COMMISSION

95 Fourth Street, Suite 3 Chelsea, MA 02150-2358

Jean M. Lorizio, Esq.
Commission Chairman

QUOTA BREAKDOWN

As of: 8/15/2019

Town of: Concord (0244)

ANNUAL						
On Premise Retail			Exemption			
	Allowed	Total Issued	Special Leg	Vets Clubs	Farmer Series PP	Total Available in Quota
AB	18	17	0	0	0	1
WM	5	4	0	0	0	1
WMC		0	0	0	0	
Off Premise Retail			Exemption			
	Allowed	Total Issued	Special Leg	Vets Clubs	Farmer Series PP	Total Available in Quota
AB	4	5	1	0	0	0
WM	5	3	0	0	0	2
WMC		0	0	0	0	
SEASONAL						
On Premise Retail			Exemption			
	Allowed	Total Issued	Special Leg	Vets Clubs	Farmer Series PP	Total Available in Quota
AB	0	0	0	0	0	0
WM	0	0	0	0	0	0
WMC		0	0	0	0	
Off Premise Retail			Exemption			
	Allowed	Total Issued	Special Leg	Vets Clubs	Farmer Series PP	Total Available in Quota
AB	0	0	0	0	0	0
WM	0	0	0	0	0	0
WMC		0	0	0	0	

Annual	AB	SECTION 12
Club		2
Hotel/Innkeeper		1
Restaurant		14

Annual	WM	SECTION 12
Club		1
Restaurant		3

2020-2021 Select Board Goals

(For Approval at October 19 SB Meeting: [Draft W3](#))

Process

The Concord Select Board annually affirms its values and guiding principles to align its goals and objectives for improving government as it interacts with the Town Manager, committees, task forces, citizens and other units of government. In so doing, the Board aims to lead and establish strategic priorities, to provide support and guidance and encouragement where appropriate and to be collaborative, open and inclusive at all times.

Values and Guiding Principles

Governance: Effective, Responsive and Transparent Governance

Public Health and Safety: [Exemplary of Best Practices for the Safety of All](#)

Financial Stability: Fiscal Responsibility and Financial Stability/Sustainability

Infrastructure: Sufficient and Sustainable, Well-maintained and Reliable

Quality of Life: High Level Maintenance of Town Services for Concord Citizens

Balance and Equity: Balance and Equity among divergent individual, neighborhood and town-wide interests

Diversity: Conscious Decision Making to Support Economic and Social Diversity [and Inclusion](#)

Historic and Cultural Heritage: Preservation and Promotion of Historic and Cultural Heritage

Agricultural and Natural Resources: Protection and Enhancement

Sustainability and Resilience: Sustainable Management of Energy Resources, Reduction of Carbon Emissions, and Regeneration of Our Natural Environment.

Economic Resilience: [To Protect the Vitality of the Town and Businesses](#)

Regional and State Interests: Advancement of Concord's Interest in the Region and the Commonwealth

Goals and Objectives

Specifically, the Board supports short and long-term goals and objectives in the following categories:

Specific to COVID-19 Pandemic

1. Prioritize public health and public safety in decision making to protect Concord citizens and Town employees during this pandemic period.
2. Implement and monitor evolving State and Federal COVID-19 regulations as they impact municipal operations and guidance for community-wide response.
3. Acknowledge the flexibility required to traditional schedules and procedures to safely respond to the impact of COVID-19 realities on matters before the Select Board and Town, taking extra care with communications to keep everyone informed and encourage engagement.
4. Encourage Town employees and committee volunteers to be mindful of their own well-being during this pandemic as they manage both personal and professional stresses in the continued delivery of quality municipal service to Concord citizens.
5. Work with the Town Moderator to produce a safe, effective, transparent Town Meeting during the COVID-19 pandemic.
6. Support the Economic Vitality Committee and business groups to find creative ways to assist businesses during the COVID-19 pandemic.

Effective Governance, Board Organization, and Communication

1. Provide ongoing support and advice to the Town Manager on leadership opportunities and issues and conduct the annual evaluation of the Town Manager's performance.
2. Continue to support the Town Manager, town departments and town committees as they implement action steps from the *2030 Envision Concord* Comprehensive Long-Range Plan and other new priority areas in their current year goals. Identify and review progress with the Town Manager at the beginning and end of the of the fiscal year. Similarly, oversee the implementation of any additional goals identified by the Select Board.
3. Monitor progress on and approve the final project funding documents between the Town and DHCD for the Christopher Heights ALF at Junction Village.
4. Seat the Junction Village Open Space Task Force and the Concord Municipal Affordable Housing Trust.
5. Provide guidance and resources for all Town volunteers serving on boards and committees to improve consistency and efficiency of public meetings and hearings. Continue training for residents serving on boards and committees.
6. Promote open and transparent government through enhanced use of technology and increased public access television. Review the charter of the PEG Access Advisory Committee in response to rapid changes in video production technology, distribution channels and remote meeting practices.
7. Work to improve citizen communications by implementing a citizen correspondence policy and resume regular publication of a Town Manager's report.
8. Recruit new committee volunteers that reflect all segments of Concord's citizenry; review the Green Card assignment process. Ensure that all volunteers are acknowledged for their willingness to serve.
9. Support the public review all new Public Private Partnership Agreements.
10. Review the town's wireless communications policies.

Financial Stability

1. Instill integrated fiscal policies among the Select Board, the Finance Committee, and the School Committee to manage the tax burden on Concord Citizens.
2. Support management of Town services and budgets to maintain Concord's Aaa bond rating and to avoid Proposition 2-1/2 Overrides.
3. Encourage the Capital Planning Task Force to develop a more effective long-term method for understanding and prioritizing the Capital and Facilities needs of the Town and the Schools, to include timetables, cost estimates, and environmental impacts.

Balance, Equity and Diversity

1. Continue to work with our State legislative representatives on special legislation filed for ATM'19 Articles 25 and 26 related to affordable housing.
2. File a request for special legislation for ATM'20 Article 15: Senior Means-Tested Property Tax Exemption and Article 50: Authorize Special Legislation for Additional Liquor Licenses.
3. [Submit an ATM'21 warrant appropriation article for affordable housing following recommendations from the Affordable Housing Funding Committee final report to the Select Board.](#)

4. Provide input to the housing production plan update to maximize the equity and diversity impacts of future affordable housing initiatives.
5. Support the Police Department's ongoing implementation of best policing practices that treat all people with dignity and respect, enhance reporting and monitoring, and deescalate volatile situations whenever possible.
6. [Assess the capacity of existing Town social service programs to meet the needs of the town population \(and identify funding\).](#)
7. Support proactive planning for wastewater infrastructure, water, telecommunications, energy, parking, traffic, and outdoor lighting.
8. Continue to apply Concord's Sustainability Principles in town decision-making, where appropriate, and seek economic, social and environmental resiliency in both public and private sector development.

Maintaining Concord's Unique Character, Historic and Cultural Heritage, Agriculture and Natural Resources

1. Encourage collaboration among town departments for an integrated approach to land use planning to determine priorities, including conservation and acquisition of land to preserve Concord's rural and agricultural culture.
2. Enhance accessibility to recreation and conservation resources in Concord for all citizens.
3. Review and implement recommendations for the recreational use and long-term protection of White Pond and the Gerow land and their ecosystems.
4. Encourage the Natural Resources Department to continue working on and educating the public on the balance needed for general citizen use and dog friendly access, with ecosystem protection in our parks and on conservation lands.
5. Continue to monitor progress on Nagog Pond litigation.
6. Continue to seek resolution for public access to Estabrook Woods; this matter currently being litigated.
7. Launch town-wide planning for events celebrating the 250th anniversary of the American Revolution

Economic Vitality

1. Promote town events and commercial activity in the village business districts to ensure their continued success.
2. Provide input to the Thoreau Depot business district zoning and development processes.
3. Propose next steps for the Nuclear Metals/Starmet site based upon the recommendations in the committee report.
4. Identify and implement opportunities for transportation throughout town, such as shuttle buses, rail trail and the Assabet River Pedestrian Bridge.
5. [Continue to work with the business sector to establish retail diversity support systems including intra- and inter-town transportation.](#)
6. Execute and approve submission of all documents related to ATM'21 Article 16: Tax Increment Financing Agreement and EDIP Local Incentive-Only Application to the Massachusetts EACC.

Regional and State Interests

1. Meet regularly with state legislators.

2. Participate in regional organization of which Concord is a member such as HATS, HFAC, MPO, MAPC, MBTA, BRSB, MAGIC, and Cross-Town Connect.
3. Maintain active relationship with Hanscom AFB.
4. Actively participate in MMA Fiscal Policy Committee.
5. Receive an update on Minuteman Regional Technical High School.

DRAFT



TOWN OF CONCORD
Office of the Town Manager
Town House
P.O. Box 535
Concord, Massachusetts 01742

TEL: 978-318-3000
FAX: 978-318-3002

Stephen Crane, Town Manager

MEMORANDUM

To: Chairperson Escobedo and Members of the Board

From: Stephen Crane, Town Manager

Date: October 16, 2020

Re: Process for Green Cards and Board/Committee Nominations

Background

The process for soliciting, nominating, and appointing volunteers for Town Boards and Committees has been in place for a number of years and it begins with the submission of a card, known as a Green Card, to the Town Manager's Office (TMO). Administrative staff at the TMO collect the Green Cards and maintain a database of the Cards on file. The staff turnover at the TMO in recent years, as well as COVID19, have resulted in a process that has not been consistently applied.

Recommended Process Revisions

To ensure the efficient administration of board/committee appointments, I recommend that the following steps be taken:

1. Accept Green Cards online only. This will eliminate the possibility of duplicate applications and misplaced paper Cards.
2. When a board/committee term is about to expire, administrative staff should contact Green Card submitters to ask if they are interested in appointment/reappointment.
3. If yes, the names of the Green Card submitters should be sent to the Town Manager, Select Board liaison, Select Board Chair, and board/committee chairs.
4. The Town Manager should contact the staff person who supports the board/committee for feedback on the potential new member(s).
5. The Select Board Liaison should contact the current board/committee chair to solicit a ranked recommendation from the available Green Cards.
6. The Town Manager and Select Board Liaison should discuss any information received above and then make a recommendation to the Select Board Chair.
7. The Select Board Chair would place recommended nominations on the agenda for upcoming Board meeting.



The Commonwealth of Massachusetts
Office of the Attorney General
One Ashburton Place
Boston, Massachusetts 02108

OPEN MEETING LAW COMPLAINT FORM

Instructions for completing the Open Meeting Law Complaint Form

The Attorney General's Division of Open Government interprets and enforces the Open Meeting Law, Chapter 30A of the Massachusetts General Laws, Sections 18-25. Below is the procedure for filing and responding to an Open Meeting Law complaint.

Instructions for filing a complaint:

- o Fill out the attached two-page form completely. Sign and date the second page. File the complaint with the public body within 30 days of the alleged violation. If the violation was not reasonably discoverable at the time it occurred, you must file the complaint within 30 days of the date the violation was reasonably discoverable. A violation that occurs during an open session of a meeting is reasonably discoverable on the date of the meeting.
- o To file the complaint:
 - o For a local or municipal public body, you must submit a copy of the complaint to the chair of the public body AND to the municipal clerk.
 - o For all other public bodies, you must submit a copy of the complaint to the chair of the public body.
 - o Complaints may be filed by mail, by email, or by hand. Please retain a copy for your records.
- o If the public body does not respond within 14 business days and does not request an extension to respond, contact the Division for further assistance.

Instructions for a public body that receives a complaint:

- o The chair must disseminate the complaint to the members of the public body.
- o The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- o After review, but within 14 business days, the public body must respond to the complaint in writing and must send the complainant a response and a description of any action the public body has taken to address the allegations in the complaint. At the same time, the body must send the Attorney General a copy of the complaint and a copy of the response. The public body may delegate this responsibility to an individual member of the public body, its counsel, or a staff member, but only after the public body has met to review the complaint.
- o If a public body requires more time to review the complaint and respond, it may request an extension of time for good cause by contacting the Division of Open Government.

Once the public body has responded to the complaint:

- o If you are not satisfied with the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, by email, or by hand, but only once you have waited for 30 days after filing the complaint with the public body. Mail may be sent to: The Division of Open Government, Office of the Attorney General, One Ashburton Place - 20th Floor, Boston, MA 02108. Emails may be sent to: openmeeting@state.ma.us.
- o When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- o The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

If you have questions concerning the Open Meeting Law complaint process, we encourage you to contact the Division of Open Government by phone at (617) 963-2540 or by email at openmeeting@state.ma.us.



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Ext. _____

Email: _____

Organization or Media Affiliation (if any): _____

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual Organization Media

Public Body that is the subject of this complaint:

City/Town County Regional/District State

Name of Public Body (including city/
town, county or region, if applicable): _____

Specific person(s), if any, you allege
committed the violation: _____

Date of alleged violation: _____

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____

Date: _____

*For Use By Public Body
Date Received by Public Body:*

*For Use By AGO
Date Received by AGO:*

October 16, 2020

Dear Members of the Concord Select Board,

I write in opposition to the application of Concord Gas on Elm Street for a Wine and Malt License. I took this same action several years ago when the owners earlier applied for such a license.

My opposition is not at all based on any knowledge (first or second hand) of poor character or poor record on the part of any of the owners of this business. My opposition is based, completely, on the location of this gas station which is so conveniently located right in sight of busy, highly traveled Route 2.

I support local businesses and support Concord Gas for what it does: provide gas and auto care for vehicles. Although it has some limited foodstuffs, that is not its focus.

Locating a Wine and Malt store within sight of a major highway goes against every bit of common sense and safety. It is not likely to be used by Concord residents who buy wine and malt at the Concord stores located in business districts. This location is an open invitation for those passing on Route 2 to stop and "fill up"—and not with gas! It is an open invitation to drink and drive---and this goes against the very core of common sense and good government.

While I applaud the owners of Concord Gas for their growth initiative, I very much hope and expect that in the interest of Public Safety, will turn down this application.

Sincerely,

Dorrie Kehoe, 51 MacArthur Road, Concord, MA 978-369-3341