



OLD NORTH BRIDGE

TOWN OF CONCORD

TOWN HOUSE - P.O. BOX 535
CONCORD, MASSACHUSETTS 01742

Select Board Agenda

July 24, 2023 at 6:00 PM

Town House, Select Board Room, 22 Monument Square

Join Zoom Meeting

<https://us02web.zoom.us/j/81438385865?pwd=anE0dmdZeFZMOE5WVnhDOEpBN01pUT09>

Meeting ID: 814 3838 5865

Passcode: 704050

Dial In Toll-Free: 833 928 4609

#	Time*	Agenda Item
I.	6:00 PM	Public Comment: Public Comment is limited to up to 15 minutes, with no more than 3 minutes allocated to any one speaker. Public Comment is limited to items that are not on the agenda.
II.	6:15 PM	<p>Consent Agenda</p> <ul style="list-style-type: none"> a. Meeting Minutes: June 5, 2023; July 10, 2023 b. One Day Liquor Licenses: <ul style="list-style-type: none"> i. Wines & Malt Beverages Only for Saltbox Catering for a Private Event at Saltbox Farm, 40 Westford Road on Friday, July 28, 2023 from 6:00 PM to 9:00 PM ii. Wines & Malt Beverages Only for Saltbox Catering for a Private Event at Saltbox Farm, 40 Westford Road on Saturday, September 16, 2023 from 4:00 PM to 8:00 PM iii. All Alcoholic Beverages for the Concord Chamber of Commerce for the Taste of Concord at 200 Strawberry Hill Road on Tuesday, September 19, 2023 from 4:00 PM to 9:00 PM c. Extension of Liquor License Hours for Saltbox Kitchen on Friday, August 11, 2023 until 11:00 PM d. Tour Guide Licenses: Matthew Johnson; Dr. Holly Marie Zagaria; Michael McGrath e. Town Accountant Warrant: July 13, 2023, July 14, 2023 f. Gift Acceptance from the Friends of the Bruce Freeman Rail Trail for an ADA portable toilet for the trail valued at \$575.00
III.	6:20 PM	<p>Committee Appointments – Select Board Appointments</p> <ul style="list-style-type: none"> a. J. Ray Andrews of 11 Dalton Road for a term to expire May 31, 2026 to the Concord Housing Development Corporation

IV.	6:25 PM	Town Manager's Report
V.	6:35 PM	Chair's Report
VI.	6:45 PM	Select Board Liaison Reports
VII.	7:00 PM	Update on Gerow Park Presenter: Kerry Lafleur, Town Manager and Alan Cathcart, Public Works Director
VIII.	7:15 PM	Review Amendments recommended by the Traffic Management Group to the Traffic, Parking, and Pedestrian Rules and Regulations Presenter: Steve Dookran, Town Engineer
IX.	7:25 PM	Review and Approve Hosmer Meadow Conservation Restrictions Presenter: Delia Kaye, Natural Resources Director
X.	7:35 PM	Discuss 40B Process and Select Board Role in NOVO Riverside Commons 40B Application at Baker Avenue Presenter: Megan Zammuto, Deputy Town Manager, Liz Rust, Regional Housing Services Office Director, and NOVO Riverside Commons LLC (Developer) NOVO Riverside Commons 40B Application Webpage
XI.	8:05 PM	Finalize Fiscal Year 2024 Select Board Goals Presenter: Henry Dane, Select Board Chair
XII.	8:15 PM	Communications and Documents of Interest for Information but Not Discussion
XIII.	8:15 PM	Adjournment

**Times are approximate and subject to change*

Upcoming Meetings:

Monday, August 7, 2023

August 21, 2023 *(if needed)*

Monday, August 28, 2023



The Town of Concord endeavors to make public meetings accessible to all members of the community. To request a meeting accommodation or modification, please contact our ADA Coordinator Megan Zammuto, mzammuto@concordma.gov or 978-318-3006. Please make any requests for accommodation or modifications at least two (2) business days prior to the scheduled.

**Town of Concord
Select Board
Minutes
June 5, 2023**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting both in-person at 22 Monument Square on the 2nd floor in the Select Board Room and via Zoom at 6:00 PM on June 5, 2023.

Present were: Henry Dane, Chair; Mary Hartman, Clerk; Terri Ackerman, Linda Escobedo, and Mark Howell

* All votes reflect a Roll Call Vote due to the members attending in hybrid meeting format.

Call to Order

Select Board Chair Henry Dane called the meeting to order at 6:00 PM.

Ms. Hartman confirmed that the members present were Chair Dane, Ms. Ackerman, Ms. Escobedo, Mr. Howell, and herself.

Public Comment

There was no public comment.

Consent Agenda

- a. Regional Housing Services Office Intermunicipal Agreement
- b. Meeting Minutes: May 15, 2023, May 22, 2023
- c. One Day Liquor Licenses:
 - i. Wines and Malt Beverages Only for Jean Goldsberry with the Concord Rotary for a Dinner Event on Tuesday, June 20, 2023 from 6:00 PM to 8:00 PM at Verrill Farm, 11 Wheeler Road
 - ii. Wines and Malt Beverages Only for Jennifer Verrill with Verrill Farm for the Strawberry Cocktail Party on Thursday, June 22, 2023 from 6:00 PM to 8:00 PM at Verrill Farm, 11 Wheeler Road
 - iii. Wines and Malt Beverages Only for Clark Teeple for a Wedding on Saturday, October 7, 2023 from 5:30 PM to 11:00 PM at the Concord Center for the Visual Arts, 37 Lexington Road
- d. Sunday Entertainment License for 51 Walden Performing Arts Center located at 51 Walden Street to perform an opera on Sunday, June 11, 2023 from 2:00 PM to 5:00 PM
- e. Town Accountant Warrant: May 25, 2023
- f. Proclamation for Juneteenth National Holiday on June 19, 2023
- g. Committee Nominations – Select Board Appointment:
 - i. Sue Lachance of 18 Studley Court for a term to expire May 31, 2026 to the West Concord Junction Cultural District Committee
- h. Committee Nominations – Town Manager Appointment with Select Board Approval:
 - i. Nancy Fresella-Lee of 140 Walden Street for a term to expire May 31, 2026 as a Full Member to the Historical Commission

The Select Board concurred to remove a. Regional Housing Services Office Intermunicipal Agreement from the Consent Agenda.

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Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve the Consent Agenda, with the exception of a. Regional Housing Services Office Intermunicipal Agreement.

Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Ackerman – Aye
Ms. Escobedo – Aye
Mr. Howell – Aye

Vote Approval of Regional Housing Services Office Intermunicipal Agreement

Ms. Ackerman asked a question regarding fee structure included in Exhibit B of the Intermunicipal Agreement.

Town Manager Kerry Lafleur responded that the fee structure is similar to previous years, potentially slightly lower, as a tenth community was added to the regional group.

Ms. Hartman asked for clarification regarding the Town being the lead municipality of the regional group.

Ms. Lafleur responded that the Town provides office space for a fee and departmental support services through the Department of Planning and Land Management for a fee, so that the Town acts as the lead municipality but is reimbursed for any support services provided by the town.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve the Regional Housing Services Office Intermunicipal Agreement.

Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Ackerman – Aye
Ms. Escobedo – Aye
Mr. Howell – Aye

Committee Appointments

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to appoint Abigail Flanagan of 397 Main Street for a term to expire May 31, 2028 to the Planning Board; to appoint Chris Randall of 150 Central Street for a term to expire May 31, 2026 to the West Concord Junction Cultural District Committee; to appoint Pamela Talbot of 188 Conant Street for a term to expire May 31, 2026 to the Personnel Board.

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Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Ackerman – Aye
Ms. Escobedo – Aye
Mr. Howell – Aye

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve the Town Manager appointment of Nancy Nelson of 1695 Lowell Road for a term to expire May 31, 2024 as an Associate Member to the Historical Commission.

Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Ackerman – Aye
Ms. Escobedo – Aye
Mr. Howell – Aye

Town Manager’s Report

Town Manager Kerry Lafleur presented the Weekly Operations Report for the week ending June 2, 2023. The full report can be viewed [here](#).

Amend Administrative Policy and Procedure #16 – Flag Lowering

Chair Dane presented the proposed amendments to Administrative Policy and Procedure #16 – Flag Lowering. The full proposed amendments are included in the Select Board meeting packet.

Ms. Escobedo noted to ensure that the references to the “Board of Selectmen” are changed to “Select Board”.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve the proposed amendments for Administrative Policy and Procedure #16 – Flag Raising and Lowering on Town Owned Flag Poles as included in the Select Board meeting packet and as amended during the meeting to replace “Board of Selectmen” to “Select Board”.

Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Ackerman – Aye
Ms. Escobedo – Aye
Mr. Howell – Aye

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Vote Approval of a Flag Raising to Honor Juneteenth National
Independence Day on June 19, 2023**

Chair Dane presented a request on behalf of the Diversity, Equity, and Inclusion Commission to raise a flag in Town Center to honor Juneteenth National Independence Day on Monday, June 19, 2023. The full request on behalf of the DEI Commission is included in the Select Board meeting packet.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve the request of a flag raising to honor Juneteenth National Independence Day on Monday, June 19, 2023 in accordance with the amended Administrative Policy and Procedure #16.

Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Ackerman – Aye
Ms. Escobedo – Aye
Mr. Howell – Aye

Vote Approval of Amended Bruce Freeman Rail Trail Advisory Committee Charge

Nat Welch, Co-Chair of the Bruce Freeman Rail Trail Advisory Committee, appeared before the Select Board to present the amended committee charge. The full proposed amended committee charge is included in the Select Board meeting packet.

Mr. Howell noted to correct the name of the Committee to include “Advisory” in the first line.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve the proposed amendments of the Bruce Freeman Rail Trail Advisory Committee charge as included in the Select Board meeting packet.

Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Ackerman – Aye
Ms. Escobedo – Aye
Mr. Howell – Aye

**Vote Approval of the Conservation Work on the Minuteman Statue and the Obelisk in
Minute Man National Historic Park**

Simone Monteleone, Superintendent of Minute Man National Historic Park, appeared before the Select Board to present a request to approve the conservation work on the Minuteman Statue and the Obelisk in Minute Man National Historic Park. Ms. Monteleone’s full request on behalf of the National Park is included in the Select Board meeting packet.

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Ms. Hartman asked about other work moving forward at the Minute Man National Historic Park.

Ms. Monteleone responded that she will have another request for the Select Board's approval soon in relation to the trail rehabilitation taking place at the park.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve the conservation work on the Minuteman Statue and the Obelisk in Minute Man National Historic Park as included in the Select Board meeting packet.

Roll Call Vote:

Chair Dane – Aye

Ms. Hartman – Aye

Ms. Ackerman – Aye

Ms. Escobedo – Aye

Mr. Howell – Aye

**Consider and Authorize Actions to be taken on behalf of the Town with regard to the
Hanscom North Airfield Hangar Expansion Project**

Chair Dane opened the discussion regarding the consideration of actions to be taken on behalf of the Town regarding the Hanscom North Airfield Hangar Expansion Project. Chair Dane continued that since the environmental review is underway, the Town should consider contracting with environmental counsel to continue to monitor and advise the Town regarding the review.

Ms. Ackerman asked if the Town should consider contracting environmental counsel with the other Hanscom Area Town Selectmen (HATS) communities in effort to combat competing ideas.

Ms. Escobedo noted that at the last HATS meeting, she was informed that the Town of Bedford took a vote regarding the stance that they were going to take against the project proposal and that there was not unanimity to cite environmental concerns as the leading argument, with others wanting to cite more localized issues that the proposal would contribute to. Ms. Escobedo continued that she would be willing to discuss the idea of shared environmental counsel with the Chair of HATS.

Chair Dane responded that due to concerns regarding timing and cooperation, it may be more advantageous to seek individual counsel for the Town. Chair Dane continued that a letter should also be drafted and sent to other relevant parties to contribute and sign to be sent to the Governor.

Ms. Hartman noted that during the last discussion, the Board discussed framing this issue as a state-wide problem and not just a regional problem and asked how the Board can avoid this in seeking its own environmental counsel.

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Mr. Howell added that the Town should also be considering what policy initiatives the Town can take to combat the increasingly produced greenhouse gas emissions produced at Hanscom currently, such as raising the excise tax on aviation fuel.

Ms. Ackerman noted a three-fold approach: contracting with environmental counsel, sending a letter to the Governor, and advocating for policy initiatives.

Ms. Hartman continued and noted that the Board must be realistic about what it can accomplish, which she believes is contracting with environmental counsel and sending a letter.

Mr. Howell asked a question regarding non-voting member designees that the Town can elect for HATS, which other communities have.

Ms. Escobedo agreed and said that in the past, the Town has had these non-voting member designees. Ms. Escobedo continued that even if the Town contracts with environmental counsel, an important part of the strategy must be PR and that the Town also has several asks out to its state and federal legislators, so the Town must be mindful of its strategy of asking for support to halt the proposal.

Janet Miller of 1647 Main Street and member of the Climate Action Committee (CAC) noted that the CAC plan to discuss and vote on their stance on the proposed project at their meeting on Tuesday, June 13, 2023. Ms. Miller continued that she is at the Select Board meeting tonight on behalf of CAC Chair, Brad Hubbard Nelson, who could not attend but suggested that some CAC members may be able to perform independent analysis of the emissions at Hanscom too.

Lynn Bloom of 25 Fuller Lane noted that the changes that have already been implemented at Hanscom are dramatic and strongly supports the three-fold approach reiterated by Ms. Ackerman. Ms. Bloom also voiced concerns regarding air quality near Hanscom.

Kim Novick of 53 Temple Road voiced concern regarding noise pollution and environmental pollution, continuing that he recalls a previous proposal from FedEx that was halted at Hanscom due to community pressure and hopes that the Town and community pressure can halt this proposal as well.

Neil Rasmussen of 393 Estabrook Road and President of Save Our Heritage commented that the excise tax and the fee for flying during nighttime hours were grandfathered into state law, but are illegal in federal aviation law, so could be taken away at any point and would be very unlikely to amend either of these policy mechanisms. Mr. Rasmussen continued that the Town must work through the Governor to halt the proposal.

Mark Gailus of 62 Prescott Road commented that he supports the Town contracting its own environmental counsel, as this does not mean that the surrounding communities counsels could not work collaboratively down the line.

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Tanya Gailus of 62 Prescott Road commented that the Town of Bedford's approach may be different than the Town of Concord's approach because Bedford has more to be concerned about as the host community of Hanscom. Ms. Gailus continued that the Town should solicit signatures on its letter to the Governor from more than just HATS communities and that Save Our Heritage could be a beneficial partnership for PR.

Linda Miller of 300 Main Street and Chair of the Planning Board noted that Mark Giddings is the designee from the Planning Board to HATS. Ms. Miller continued that she does not feel that there are any other independent actions that the Planning Board can take to halt the proposal, but that the Planning Board will support the Select Board where fitting.

The Select Board concurred that Ms. Ackerman would draft a letter to the Governor, copying the Secretary of MassDOT, Secretary of the Executive Office of Energy and Environmental Affairs, and the Climate Chief of the Office of Climate Innovation and Resilience.

Vote Approval of the acceptance of Chapter 269 of the Acts of 2022 – An Act Relative to Cost-of-Living Adjustments for Retirees

Gail Dowd, Chief Financial Officer, appeared before the Select Board to present a request to approve the Concord Retirement Board's acceptance of Chapter 269 of the Acts of 2022 – An Act Relative to Cost-of-Living Adjustments for Retirees. Ms. Dowd's full request on behalf of the Concord Retirement Board is included in the Select Board meeting packet.

Ms. Hartman asked what would be the total dollar impact to the General Fund.

Town Manager Kerry Lafleur noted that the impact will be to the Fiscal Year 2025 assessment and it is compounded.

This agenda item was tabled to the next Select Board meeting with a request for additional information.

Vote Approval of 2023 General Obligation Bond Issue

Gail Dowd, Chief Financial Officer, appeared before the Select Board to present a request to approve the 2023 General Obligation Bond Issue. Ms. Dowd presented a memorandum that is included in full in the Select Board meeting packet.

Discuss reserve and stabilization fund in October

Upon a motion duly made and seconded, it was UNANIMOUSLY
voted:

I, the Clerk of the Select Board of the Town of Concord, Massachusetts (the "Town"), certify that at a meeting of the board held June 5, 2023, of which meeting all members of the board were

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duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: that the sale of the \$58,250,000 General Obligation Municipal Purpose Loan of 2023 Bonds of the Town dated June 15, 2023 (the “Bonds”), to Mesirow Financial, Inc. at the price of \$60,087,911.02 and accrued interest, if any, is hereby approved and confirmed. The Bonds shall be payable on January 15 of the years and in the principal amounts and bear interest at the respective rates, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2024	\$2,635,000	5.00%	2035	\$1,335,000	5.00%
2025	1,840,000	5.00	2036	1,400,000	4.00
2026	1,875,000	5.00	2037	1,455,000	4.00
2027	1,920,000	5.00	2038	1,515,000	4.00
2028	1,960,000	5.00	2039	1,575,000	4.00
2029	1,790,000	5.00	2040	1,640,000	4.00
2030	1,840,000	5.00	2041	1,705,000	4.00
2031	1,895,000	5.00	2042	1,775,000	4.00
2032	1,950,000	5.00	2043	1,845,000	4.00
2033	2,005,000	5.00	2048	10,385,000	4.00
2034	1,270,000	5.00	2053	12,640,000	4.00

Further Voted: that the Bonds maturing on January 15, 2048 and January 15, 2053 (each a “Term Bond”) shall be subject to mandatory redemption or mature as follows:

Term Bond due January 15, 2048

<u>Year</u>	<u>Amount</u>
2044	\$1,915,000
2045	1,995,000
2046	2,075,000
2047	2,155,000
2048*	2,245,000

* Maturity

Term Bond due January 15, 2053

<u>Year</u>	<u>Amount</u>
2049	\$2,335,000
2050	2,425,000
2051	2,525,000
2052	2,625,000
2053*	2,730,000

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* Maturity

Further Voted: that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated May 17, 2023, and a final Official Statement dated May 24, 2023 (the “Official Statement”), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Bonds shall be subject to redemption, at the option of the Town, upon such terms and conditions as are set forth in the Official Statement.

Further Voted: that the Town Treasurer and the Select Board be, and hereby are, authorized to execute and deliver a continuing disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Bonds for the benefit of the holders of the Bonds from time to time.

Further Voted: that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds and to comply with relevant securities laws.

Further Voted: that any certificates or documents relating to the Bonds (collectively, the “Documents”), may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document; delivery of an executed counterpart of a signature page to a Document by electronic mail in a “.pdf” file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document; and electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures.

Further Voted: that each member of the Select Board, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Ackerman – Aye
Ms. Escobedo – Aye

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Mr. Howell – Aye

Update Select Board Correspondence Policy

This item was tabled to the next Select Board meeting.

Adjournment

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to adjourn the meeting.

Roll Call Vote:

Chair Dane – Aye

Ms. Hartman – Aye

Ms. Ackerman – Aye

Ms. Escobedo – Aye

Mr. Howell – Aye

Meeting Materials:

[Select Board Meeting Packet for June 5th](#)

[Select Board Meeting Recording for June 5th](#)

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Select Board
Minutes
July 10, 2023**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting both in-person at 22 Monument Square on the 2nd floor in the Select Board Room and via Zoom at 6:00 PM on July 10, 2023.

Present were: Henry Dane, Chair; Mary Hartman, Clerk; Terri Ackerman, Linda Escobedo via Zoom, and Mark Howell

* All votes reflect a Roll Call Vote due to the members attending in a hybrid meeting format

Call to Order

Select Board Chair Henry Dane called the meeting to order at 6:00 PM.

Ms. Hartman identified that the members present were Mr. Dane, Ms. Ackerman, Ms. Escobedo via Zoom, and Mr. Howell.

Public Comment

Consent Agenda

- a. Meeting Minutes: April 12, 2023; April 24, 2023; June 26, 2023
- b. One Day Liquor Licenses:
 - i. All Alcoholic Beverages for the Bay State Senior Golf Association Golf Outing on Monday, July 10, 2023 from 4:00 PM to 9:00 PM at Concord Country Club, 246 ORNAC
 - ii. Wines & Malt Beverages Only for Sadhna Upadhyay for a Family Party on Sunday, July 16, 2023 from 12:00 PM to 4:00 PM at Verrill Farm, 11 Wheeler Road
 - iii. Wines & Malt Beverages Only for Betsy Parrot of Belmont High School for the HBS Golf Tournament for Financial Aid on Monday, September 18, 2023 from 6:00 PM to 8:00 PM at Concord Country Club, 246 ORNAC
 - iv. Wines & Malt Beverages Only for Breck Bailey of Winter Hill Brewing Company for the Oktoberfest Beer Garden on Saturday, September 30, 2023 from 12:00 PM to 6:00 PM at Verrill Farm, 11 Wheeler Road
- c. Town Accountant Warrant: June 22, 2023; June 29, 2023; July 6, 2023
- d. Committee Nominations
 - i. J. Ray Andrews of 11 Dalton Road for a term to expire May 31, 2026 to the Concord Housing Development Corporation

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve the Consent Agenda.

Roll Call Vote:

Chair Dane – Aye

Ms. Hartman – Aye

Ms. Ackerman – Aye

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Ms. Escobedo – Aye
Mr. Howell – Aye

Committee Appointments

Committee Appointments – Select Board Appointments

- a. Holly LeGault of 242 Monsen Road for a term to expire May 31, 2026 to the Public Ceremonies and Celebrations Committee
- b. Dean Banfield of 73 Walden Terrace, Stephen Newbold of 124 Hillcrest Road, Charles Parker of 105 Chestnut Street, Wendy Rovelli of 42 Bow Street, and Philippe Villers of 20 Whits End Road for a term to expire April 30, 2024 or at the completion of their work to the Solar Implementation Task Force
- c. Sue Beck of 190 Prairie Street to the West Concord Junction Cultural District Committee for a term to expire May 31, 2026
- d. James Vahey of 1544 Main Street to complete an unexpired term to expire on May 31, 2025, Pamela Ressler of 15 Partridge Lane to complete an unexpired term to expire May 31, 2026, Dee Clarke of 28 Concord Greene, Unit 3 as an Associate Member for a term to expire May 31, 2026 to the Library Committee

Town Staff Appointments – Select Board Appointments

- a. Mary Barrett as the Town Accountant for a term to expire May 31, 2026

Town Staff Appointments – Town Manger Appointment with Select Board Approval

- a. Colleen Rhinhart as the Interim Town Treasurer-Collector for a term to expire October 31, 2023

Ms. Ackerman thanked the Town Accountant and Deputy Treasurer-Collector for their work and continued by noting that she would like for the Town Accountant to provide an update to the Select Board soon.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to appoint Holly LeGault of 242 Monsen Road for a term to expire May 31, 2026 to the Public Ceremonies & Celebrations Committee; to appoint Dean Banfield of 73 Walden Terrace, Stephen Newbold of 124 Hillcrest Road, Charles Parker of 105 Chestnut Street, Wendy Rovelli of 42 Bow Street, and Philippe Villers of 20 Whits End Road for a term to expire April 30, 2024 or at the completion of their work to the Solar Implementation Task Force; to appoint Sue Beck of 190 Prairie Street to the West Concord Junction Cultural District Committee for a term to expire May 31, 2026; to appoint James Vahey of 1544 Main Street to complete an unexpired term to expire on May 31, 2025, Pamela Ressler of 15 Partridge Lane to complete an unexpired term to expire May 31, 2026, Dee Clarke of 28 Concord Greene, Unit 3 as an Associate Member for a term to expire May 31, 2026 to the Library Committee; to appoint Mary Barrett as the Town Accountant for a term to expire May 31, 2026; to approve the Town Manager appointment of Colleen Rhinhart as Interim Town Treasurer-Collector for a term to expire October 31, 2023.

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Roll Call Vote:

Chair Dane – Aye
Ms. Hartman – Aye
Ms. Ackerman – Aye
Ms. Escobedo – Aye
Mr. Howell – Aye

Town Manager’s Report

Town Manager Kerry Lafleur presented the Weekly Operations Report for the weeks ending June 30, 2023. The full report can be viewed [here](#).

Select Board Liaison Reports

Chair Dane reported on:

- Picnic in the Park – Disrupted by heavy rainfall, but the entertainment portion of the event was moved to the 51 Walden Performing Arts Center.

Ms. Hartman reported on:

- Trails Committee – Bob White, Chair, is working on improvements in the rifle range to restore some of the target practice apparatus.
- Massachusetts Water Resource Authority – Discussed communities in metro-west joining the MWRA in relation to the quality of local drinking water.
- MBTA Communities Information Session – Well attended meeting with informative presentations.
- NOVO Riverside Commons Site Visit – Well attended and hosted by Mass Housing, but the group was cautious that this visit was not so much a time for a question-and-answer session.
 - o The Select Board concurred to discuss the NOVO Riverside Common 40B application and what the Board’s role in the application process is at a future meeting.

Ms. Ackerman reported on:

- MBTA Communities Information Session – Learned a lot and thought it was very useful.
- 2229 Main Street Advisory Task Force – Divided into four subcommittees – legal, reuse, safety and risk, operation and economic analysis – and if the Town does choose to acquire the site, there will be costs.
- Transportation Advisory Committee – Actively recruiting two new members, with a hope of increasing diversity and recruiting folks with experience in engineering and design. Comprehensive Transportation Study has gone out to bid, with the results being received soon.

Ms. Escobedo reported on:

- NOVO Riverside Commons Site Visit – Attended as she felt it was important to be part of the process from its beginning.

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- Concord Housing Authority and Concord Municipal Affordable Housing Trust – Looking forward to an upcoming Housing Roundtable to discuss the use of available funds.

Mr. Howell reported on:

- Recreation Committee – Largely discussed the Beede Swim and Fitness Center. Working on a Recreation Facility Strategic Plan with a community forum coming up on Thursday, July 20, 2023.
- Middle School Building Committee – Construction has started on the Middle School.

Report on grant funding and consultation with Acton counterparts on modifications to the Acton-Concord Regional Emergency Communications Center

Town Manager Kerry Lafleur provided an update on the grant funding, which she stated is secured, for the Acton-Concord Regional Emergency Communications Center. A full memorandum is included in the Select Board meeting packet.

Ms. Ackerman added that she met with her Acton counterpart regarding potential modifications and noted that the RECC is not one of their goals for the fiscal year, but that the Acton Select Board may potentially discuss modifications at their meeting on July 24th.

Report on further revisions to the letter to the Governor regarding Hanscom North Airfield Expansion

Ms. Ackerman noted that she does not have a report on the draft letter at this time, but that other Hanscom Area Town Selectmen communities are reviewing the draft letter, but this will take time. Ms. Ackerman continued that the hope would be to have a draft completed for submission to the Governor by August 31, 2023, as they believe action may be taken by the Governor in September.

Diane Proctor of 57 Sudbury Road appeared before the Select Board and commented that there is an environmental group, Stop Private Jet Expansion, working vigorously in the effort to halt the expansion, if they would like to invite the group to speak with the Select Board.

Discuss Fiscal Year 2024 Select Board Goals

Chair Dane opened the discussion regarding the Fiscal Year 2024 Select Board goals.

Ms. Ackerman noted that there were two goals that came up twice, which were a residential tax exemption and supporting the MBTA communities zoning. Ms. Ackerman continued that the implementation of a residential tax exemption seems more concrete than supporting the MBTA communities zoning.

Ms. Hartman asked a question regarding Mr. Dane's first goal – promote efficiency, quality, and focus of Select Board and Town government – in relation to the comment of favoring in-person meetings.

**Town of Concord
Select Board
Minutes
July 10, 2023**

Chair Dane responded that he feels that there is a better sense of community and communication at in-person meetings.

Ms. Hartman noted that she feels the Select Board should try to be as inclusive as they can.

Mr. Howell concurred and that access to government and dialogue is an important goal.

Ms. Hartman suggested using the word “encourage” rather than “favor” in-person meetings.

Chair Dane concurred.

Ms. Hartman asked a question regarding Ms. Escobedo’s second goal – outline of Town Manager and department goals for Fiscal Year 2024.

Ms. Escobedo responded that she feels a summary report of the objectives of each department near the start of the fiscal year would be helpful for the Board.

The Select Board discussed the consolidation of the goals that overlap in subject. Please see Appendix A for a chart that reflects the consolidation of the goals.

The Select Board discussed how to concretely support MBTA communities zoning and the Housing Production Plan. Ms. Ackerman summarized that ways that the Select Board can concretely support these are by participating, but not leading, in the community information sessions regarding MBTA communities zoning, promote citizen education on MBTA communities zoning, have an agenda item in the future to have a larger discussion lead by the Department of Planning and Land Management or the Planning Board, and to promote attendance to the 2024 Annual Town Meeting.

Parashar Patel, Chair of the Finance Committee, appeared before the Select Board to highlight two of the Finance Committee’s top goals for Fiscal Year 2024 to consider collaborative work amongst the groups, which are encouraging Town bodies to develop ideas for sustainable revenue growth and working on an integrated capital plan.

Communications and Documents of Interest for information but not discussion

Adjournment

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to adjourn the meeting.

Roll Call Vote:

Chair Dane – Aye

Ms. Hartman – Aye

Ms. Ackerman – Aye

Ms. Escobedo – Aye

**Town of Concord
Select Board
Minutes
July 10, 2023**

Mr. Howell – Aye

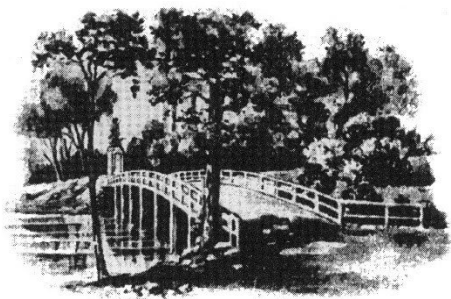
Appendix A

Member	Rank	Goal	Action Item
Dane	1	Promote efficiency, quality, & focus of SB and Town government	On-going
Ackerman, Escobedo	TA - 1 & 2 LE - 2 & 3	Cut costs & tighten Town budget, enhance revenue, outline Town Manager & Dept. goals for FY 2024, strategic planning process to clarify 5-year priorities	Town Staff to prepare a report for the first Select Board meeting in September
Hartman, Dane	MH - 1 HD - 2	Residential Tax Exemption re: school debt	Meet with the Board of Assessors at the first Select Board meeting in August
Escobedo, Howell (MLH), Hartman, Dane	LE - 1 ML H - 1 MH - 2 HD - 3	Support MBTA communities zoning & Housing Production Plan & HPP goals	Select Board to participate and publicize community forums (though not lead forums); Select Board to promote citizen education on Section 3A; Select Board to promote citizen engagement at Town Meeting; Select Board Liaison to organize future check-in with Planning Board and/or Planning and Land Management
Howell (MLH)	2	Support development of DEI plan	On-going; Select Board Liaison to organize future check-in with Board
Hartman	3	Advance climate action via Solar Implementation Task Force	On-going; Select Board Liaison to organize future check-in with Board
Ackerman	3	Sponsor Town-wide Transportation Study	On-going; Select Board Liaison to organize future check-in with Board
Howell (MLH)	3	Revise Personnel Board charge and bylaw	On-going; Select Board Liaison to organize future check-in with Board

Meeting Materials:

[Select Board Meeting Packet for July 10th](#)

[Select Board Meeting Recording for July 10th](#)



OLD NORTH BRIDGE

TOWN OF CONCORD

TOWN HOUSE - P.O. BOX 535
CONCORD, MASSACHUSETTS 01742

To: Concord Select Board

From: Shannon McAndrew, Executive Assistant to the Select Board

Date: July 24, 2023

Re: One Day Liquor License – Saltbox Catering

Included in your packet is a One Day Liquor License application for Wines & Malt Beverages for Saltbox Catering. Saltbox Catering is applying for a license for a private event at Saltbox Farm, 40 Westford Road on Friday, July 28, 2023 from 6:00 PM to 9:00 PM. Saltbox Catering's application is complete with payment and TIPS Certifications.



PAID

Shannon McAndrew

From: noreply@civicplus.com
Sent: Tuesday, May 30, 2023 12:08 PM
To: licensing board; Town Manager's Office; jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses

One Day Special Liquor Licenses

Company or Organization	Saltbox Catering
Applicant Name	Megan Hawkes
Email Address	megan@saltboxfarmconcord.com
Applicant Address	84 Commonwealth Avenue
City	Concord
State	MA
Zip Code	01742
Phone Number	9786106020
Name of Event	Megan Hawkes
Activity Is	For Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	7/28/2023 6:00 PM
End Time	9:00 PM
Premises to be Licensed	Saltbox Farm
City	40 Westford Road
State	MA
Zip Code	01742
License is for the Sale of:	Wines & Malt Beverages Only
Bartenders TIPS trained?	Yes
Under 21 Attendees?	No

1st one-day license for Organization? No

If NO, number of years licensed? 10+

More than 100 in attendance? No

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

I acknowledge and accept the above statement of liability Megan Hawkes

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742
Applications cannot be processed until payment is received.*

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

IMPORTANT NOTICE

Board & Committee Meeting Calendar

(Section Break)

TIPS TRAINING

The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.

I acknowledge and agree to the Town of Concord's TIPS Training Policy as outlined above. Copies of card(s) will be mailed separately to the Town Manager's Office

(Section Break)

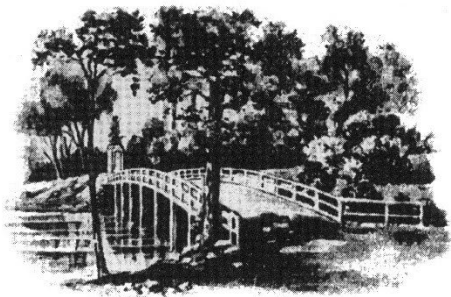
UNDER 21 POLICY

The Town of Concord Select Board assumes that there may be guests or attendees under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.

I certify that Concord's Under 21 Policy, as outlined above, will be followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

Email not displaying correctly? [View it in your browser.](#)



OLD NORTH BRIDGE

TOWN OF CONCORD

TOWN HOUSE - P.O. BOX 535
CONCORD, MASSACHUSETTS 01742

To: Concord Select Board

From: Shannon McAndrew, Executive Assistant to the Select Board

Date: July 24, 2023

Re: One Day Liquor License – Saltbox Catering

Included in your packet is a One Day Liquor License application for Wines & Malt Beverages for Saltbox Catering. Saltbox Catering is applying for a license for a private event at Saltbox Farm, 40 Westford Road on Saturday, September 16, 2023 from 4:00 PM to 8:00 PM. Saltbox Catering's application is complete with payment and TIPS Certifications.



PAID

Shannon McAndrew

From: noreply@civicplus.com
Sent: Tuesday, May 30, 2023 12:10 PM
To: licensing board; Town Manager's Office; jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses

One Day Special Liquor Licenses

Company or Organization	Saltbox Catering
Applicant Name	Megan Hawkes
Email Address	megan@saltboxfarmconcord.com
Applicant Address	84 Commonwealth Avenue
City	Concord
State	MA
Zip Code	01742
Phone Number	9786106020
Name of Event	Megan Hawkes
Activity Is	For Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	9/16/2023 4:00 PM
End Time	8:00 PM
Premises to be Licensed	Saltbox Farm
City	40 Westford Road
State	MA
Zip Code	01742
License is for the Sale of:	Wines & Malt Beverages Only
Bartenders TIPS trained?	Yes
Under 21 Attendees?	Yes

1st one-day license for Organization? No

If NO, number of years licensed? 10+

More than 100 in attendance? Yes

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

I acknowledge and accept the above statement of liability Megan Hawkes

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742
Applications cannot be processed until payment is received.*

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

IMPORTANT NOTICE

Board & Committee Meeting Calendar

(Section Break)

TIPS TRAINING

The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.

I acknowledge and agree to the Town of Concord's TIPS Training Policy as outlined above. Copies of card(s) will be mailed separately to the Town Manager's Office

(Section Break)

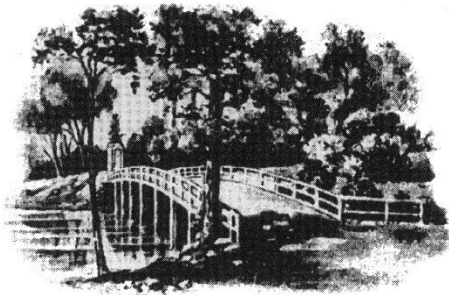
UNDER 21 POLICY

The Town of Concord Select Board assumes that there may be guests or attendees under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.

I certify that Concord's Under 21 Policy, as outlined above, will be followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

Email not displaying correctly? [View it in your browser.](#)



OLD NORTH BRIDGE

TOWN OF CONCORD

TOWN HOUSE - P.O. BOX 535
CONCORD, MASSACHUSETTS 01742

To: Concord Select Board

From: Shannon McAndrew, Executive Assistant to the Select Board

Date: July 24, 2023

Re: One Day Liquor License – Concord Chamber of Commerce

Included in your packet is a One Day Liquor License application for All Alcoholic Beverages for the Concord Chamber of Commerce. The Chamber of Commerce is applying for a license for the Taste of Concord at 200 Strawberry Hill Road on Tuesday, September 19, 2023 from 4:00 PM to 9:00 PM. The Chamber of Commerce's application is complete with payment and TIPS Certifications.

PAID

TOWN OF CONCORD
APPLICATION FOR ONE DAY SPECIAL LICENSE
FOR THE SALE OF WINES & MALT BEVERAGES/ALL ALCOHOLIC BEVERAGES

Fee: \$75.00/per day - One Day All Alcoholic and/or Wines & Malt Beverages Only Amount Paid \$

The undersigned hereby applies for a One Day Special License in accordance with the provisions of the Statutes relating hereto:

NAME: (please print) Fam Reed
COMPANY or organization: CONCORD Chamber of Commerce
ADDRESS: P.O. BOX 1544 CONCORD MA
TELEPHONE: 617-590-0062
DATE(S) APPLIED FOR: 9/19/23
EVENT: Taste of CONCORD
HOURS OF OPERATION: 4-9PM
PREMISES TO BE LICENSED: Nashoba Brooks School Gymnasium
ADDRESS OF PREMISE LICENSED: 200 Strawberry Hill Rd CONCORD

License is for the Sale of: All Alcoholic Beverages
Wines & Malt Beverages Only
Wines Only
Malt Beverages Only

The Licensed Activity or Enterprise is: For Profit
Non-Profit

Are the bartenders TIPS or equivalently trained? Yes No

Will there be people in attendance that are under the age of 21? Yes No

Is this the first one day special license secured by this organization? Yes No

If no, number of consecutive years licensed? _____

Will there be more than 100 people in attendance? Yes No

If yes, the applicant agrees to contact the Police Department to determine whether traffic control coverage is necessary. The traffic control coverage is provided at the expense of the applicant.

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgment that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Board of Selectmen, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

Signature of Applicant: Fam Reed Date: _____

**TOWN OF CONCORD
Board of Selectmen**

One Day Special Licenses

TIPS TRAINING (OR EQUIVALENT)

Applicant Name:	CONCORD Chamber of Commerce TASTE of CONCORD
Location of Event:	NASHABA BROOKS SCHOOL GYM N 951 th W
Date of Event:	Sept 19 th , 2023

The Board of Selectmen require that any event for which they issue a One Day Special License the alcohol must be served by a TIPS trained or equivalent bartender.

TIPS training cards or the equivalent must accompany this application. These must show the photo and name of the bartender and must be current. If a photo is not on the TIPS training card, then a copy of a valid driver's license with a photo should be included as well. Proof of TIPS credential must be provided before this application is voted on by the Board of Selectmen.

**TOWN OF CONCORD
Board of Selectmen**

One Day Special Licenses

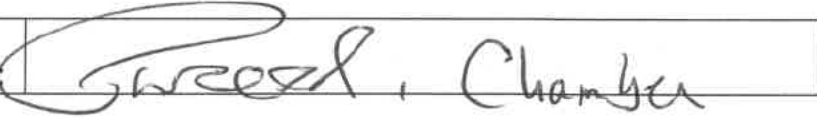
Under 21 Policy

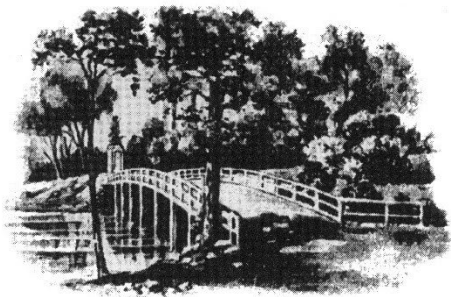
The Town of Concord Board of Selectmen assumes that there may be guests or attendees under 21 at any event. Therefore this policy must be adhered to for all events.

Applicant Name:	CONCORD Chamber of Commerce
Location of Event:	MASZOGA BROOKS SCHOOL Gym
Date of Event:	9/19/2023

Applicants agree to check the ages of all guests at the door. If a person is under the age of twenty-one, his/her hand will be stamped to indicate that the person is underage to the bartender.

I certify that Concord's Under 21 policy requirement for the event stated in this application will be followed.

Signature of Applicant:	 Chamber MANAGING DIRECTOR
-------------------------	--



OLD NORTH BRIDGE

TOWN OF CONCORD

TOWN HOUSE - P.O. BOX 535
CONCORD, MASSACHUSETTS 01742

To: Concord Select Board

From: Shannon McAndrew, Executive Assistant to the Select Board

Date: July 24, 2023

Re: Extension of Hours – Saltbox Kitchen, 84 Commonwealth Avenue

Included in your packet is a request for the extension of hours, including for the service of liquor, for Saltbox Kitchen located at 84 Commonwealth Avenue. Saltbox Kitchen has requested the extension of hours until 11:00 PM on Friday, August 11, 2023, with last call being at 10:30 PM. Saltbox Kitchen's standard business hours are until 9:30 PM on Fridays.

There were no adverse comments from the Chief of Police or Fire Chief regarding the request.



Benjamin T. Elliott
Proprietor, Saltbox Kitchen
84 Commonwealth Avenue
Concord, MA 01742

Wednesday, July 13th, 2023

To the Board of Selectmen, Town of Concord:

I respectfully request permission for extension of our regular business hours until 11p on Friday, August 11th, 2023. Last call will be at 10.30p, and beer and wine will be offered in addition to a special dinner menu.

Thank you for your consideration in advance,

A handwritten signature in blue ink, appearing to read "Ben Elliott", with a stylized flourish at the end.

Ben Elliott


TOWN OF CONCORD
Application for Tourist Guide License

To offer Guide Service within Concord

New License: \$35.00

Mail application and fee to: Town of Concord
Select Board
Attn: Tour Guide License
PO Box 535
Concord, MA 01742

The undersigned hereby applies for a Tourist Guide License in accordance with the provisions of the Statute thereto:

Print Name: Matthew W. Johnson
Signature: 
Address: 21 Winthrop St, Concord MA 01742

Email Address: matthewwardjohnson@gmail.com

Telephone Number: 508-878-4117

In accordance with the rules and regulations made under authority of said Statute.

For Office use only

Paid: Check Cash
Date: July 3, 2023

Check #



License expires on ~~May 31, 2024.~~

December 31, 2023.



PAID

TOWN OF CONCORD
Application For Tourist Guide License

To offer Guide Service within Concord

Renewed from last year

New License: \$35.00

The undersigned hereby applies for a Tourist Guide License in accordance with the provisions of the Statute thereto:

Print Name: DR. HOLLY MARIE ZAGARIA
Signature: *Holly M Zagaria*
Address: P.O. Box 2033
Wakefield, MA 01880
Email Address: hzagaria@gmail.com
Telephone Number: 617.240.4951

In accordance with the rules and regulations made under authority of said Statute.

For Office us only

Paid: Check Cash
Date: 7/5/2023

Check #



License expires on ~~May 31, 20~~

December 31, 2023.



PAID

TOWN OF CONCORD
Application For Tourist Guide License

To offer Guide Service within Concord

New License/Renewal: \$35.00

The undersigned hereby applies for a TOURIST GUIDE LICENSE in accordance with the provisions of the Statute thereto:

Name:
Address:

Michael Rost McGrath
490 Essexetts Mill Rd
Concord, Mass. 01742-1522

Company:
Telephone Number:
Email address:

1st license
778-369-3816 3616

Signature:

Michael Rost McGrath 25/1st 3/December 2022

In accordance with the rules and regulations made under authority of said Statute.

Office Use Only


Paid: Check Cash
Date: 7/19/2023

Check # 

License expires on December 31, 2023



Town of Concord
Finance Department
Memorandum

TO: Kerry A. Lafleur, Town Manager
FROM: Steve Daly, Interim Finance Director 
SUBJ: Bruce Freeman – ADA Portable Toilet
DATE: July 19, 2023

Please place on the Select Board's agenda the following gift to be used for funding the rental of an ADA portable toilet for the Bruce Freeman Rail Trail.

Friends of the Bruce Freeman Rail Trail, Inc. P.O. Box 1192 Concord, MA 01742	\$575.00
---	----------



Accepted: _____
Clerk

Date: _____



Friends of the Bruce Freeman Rail Trail

P.O. Box 1192
Concord, MA 01742
www.brucefreemanrailtrail.org

July 10, 2023

Ms. Laurie Giovino
Ms. Malyssa Simard
Town of Concord
22 Monument Square
Concord, MA 01742

Dear Laurie and Malyssa,

In conjunction with the Town of Concord's grant application for 2023 funding for the rental of an ADA portable toilet for the Bruce Freeman Rail Trail, the Friends are pleased to announce that the grant request has been approved.

Please find enclosed a check for \$575 for the full funding amount to be utilized for the delivery and placement of one ADA portable toilet along the Phase 2B portion of trail in Concord. Funds are to be disbursed in accordance with the rental services as outlined in the 2023 grant application.

The Friends welcome the opportunity to support the public's continued use and enjoyment of the Bruce Freeman Rail Trail in Concord.

Sincerely,

Christine Corr
Treasurer
Friends of the Bruce Freeman Rail Trail, Inc.

Enclosures

CC: Barbara Pike, Tom Michelman, Erin Stevens



Town of Concord
Office of the Town Manager
22 Monument Square
P.O. Box 535
Concord, Massachusetts 01742-0535

Page 1 of 2

MEMORANDUM

To: Select Board

Cc: Gail S. Dowd, Chief Financial Officer
Alan Cathcart, Public Works Director

From: Kerry A. Lafleur, ^{KA}Town Manager

Date: July 20, 2023

Re: Status of Gerow Park Improvements

This memorandum summarizes the current status of the Gerow Park project, including both Phase 1 improvements and the bathroom building project, and related issues between the Town of Concord and the project's general contractor, Cole Contracting, Inc. ("Cole")

Background

To date, the Town has committed a total of \$4.6M toward the purchase and improvement of the property now known as Gerow Park as follows:

- \$3.0 million for acquisition (\$2.5M Capital/ \$500k CPC); and
- \$1.6 million for improvements (\$1.2M Capital/ \$200k CPC).

The land was acquired in 2018 and shortly thereafter, the Town undertook a planning process for a multi-phased improvement plan and sought funding for the same, from the sources noted above.

Improvement Project

The project involved two separately bid contracts, one for the improvements to the recreation area itself, including site work, walkways, landscaping and a timber pavilion ("Park Contract") and another for construction of a new restroom facility within the park ("Restroom Contract").

The Town bid the Park Contract under M.G.L. c.30, §39M (Public Works/ horizontal construction statute) and awarded it to Cole at a bid price of \$1,207,220, with a Notice of Award issued in April 2021. As of this date, the Scope of Work awarded under the contract with Cole Contracting, Inc. remains uncompleted.

The town bid the Restroom Contract under M.G.L. c. 149 (vertical construction statute), as it featured a building with a cost in excess of \$150,000, and awarded it to Marino Construction, Inc. at a bid price of \$380,750. A Notice of Award was issued on this project in July 2021.

The scope of the work for the Restroom Contract, as bid, did not include the building foundation, which the Town had removed from that contract and added to Cole's Park Contract via a change order in the amount of \$54,800. The Restroom Contract was completed without issue in October 2022.

Park Contract

In July 2022, Cole submitted a claim to the Town for \$268,975 in alleged cost overruns ("initial claim"). The Town rejected the initial claim because the bulk of Cole's alleged costs were based upon price escalation, supply chain issues and delays, none of which the Town believes Cole is contractually able to recover under the contract. Cole resubmitted its claim in August 2022 ("revised claim"), this time characterizing most of its alleged costs as generally changes in the scope of work, though some smaller escalation and delay-based items remained, in the amount of \$279,770.

The Town rejected various items of the revised claim, including items related to delays, and work the Town determined, based upon documentation provided by Cole, was part of the original project scope, and therefore did not qualify as a compensable change. Certain other items appeared to have some merit, and as such, the Town instructed Cole to provide appropriate back up documentation, as required under the contract.

By the beginning of October 2022, Cole had neither provided the required back up documentation nor completed the work, so on October 17, 2022, based upon the advice of Town Counsel, the Town sent Cole a "Notice of Default and Intent to Terminate for Cause" letter, pursuant to the contract, and warning Cole of the Town's intent to terminate the contract if Cole did not return within ten- (10) days. This action prompted Cole's attorney to contact the Town to resolve the claim and complete the project, both actions to be completed on parallel tracks to avoid further delays.

As of last October 2022, the remaining work included the pavilion roof, replacement of plantings, final paving (topcoat and striping) and signage. Finally, after significant delays (on the part of Cole) as of June 16, 2023, the Town and Cole have an agreement to complete the project, which includes a change order for materials to be used on the pavilion roof, siding and trim which is now needed to match those on the restroom building.

Due to staffing changes, the day-to-day oversight of the project is being transferred from Finance to Public Works.

Requested Action

This item is being presented for information only and there is no request for action on the part of the Select Board.

Please be in touch with any questions.

133 Keyes Road
Concord, MA 01742



DATE: 7/10/2023

MEMORANDUM

TO: Select Board
FROM: Steve Dookran, PE, Town Engineer
VIA: Kerry Lafleur, Town Manager
VIA: Alan Cathcart, Director of Public Works
PREPARED BY: Joseph Cormier, Public Works Engineer
SUBJECT: Proposed Amendments to “Traffic, Parking and Pedestrian Rules and Regulations” – Hubbard St, Monsen Rd, Seven Star Ln

The Traffic Management Group (TMG), comprised of various Town staff representing Public Works, Police and Planning, have identified 3 amendments to the Town’s Traffic, Parking, and Pedestrian Rules and Regulations needed for various reasons including public safety, emergency response and correcting current inconsistencies between posted restrictions and the regulations. Below is the summary of amendments being proposed.

- **Hubbard Street** - Increase “No Parking” restriction from Stow St. to Thoreau St. in addition to correcting inconsistencies between the posted restriction and the written restriction.
- **Monsen Road** – Increase “No Parking” restriction along the eastly side of Monsen Road across from the Great Meadows National Wildlife Refuge access driveway
- **Seven Star Lane** – Add a “One Way” restriction on the easterly end of Seven Star Lane.

Hubbard Street

Currently, parking is allowed on both sides of Hubbard St between Thoreau St and Stow St but is not allowed on the northwest side of Hubbard St between Stow St and Walden St. Recent reconstruction of Hubbard Street as part of the Complete Streets program to improve sidewalks and crosswalks installed granite curb throughout the entire length of the street on both sides. Even though this work did not narrow the road pavement width (30 feet), it no longer physically allows vehicles to park beyond the paved limits of roadway as it once did. Prior to the reconstruction, parked vehicles would utilize the grass strip for parking. This had allowed for ample travel lane width, even when both sides of the street were occupied by parked vehicles, but alternatively created drainage, erosion, and maintenance issues.

During the design phase of the project, it was anticipated that the installation of curb without widening the street will make it difficult to have parking on both sides of the street during popular events in the surrounding area. This was discussed with Hubbard St residents during neighborhood meetings and there was overwhelming support to prohibit parking on the northwest side between Thoreau St and Stow St similar to the block between Stow St and Walden St where the restriction has been noted to be effective. Since the completion of construction, the issues related to the congestion of parking, two-lane travel and emergency



access have been observed several times. These were brought to the TMG for discussion. The TMG recommends that the Select Board extend the “No Parking” restrictions on the northwest side of Hubbard Street between Stow St and Thoreau St. The attached map shows the changes proposed to the parking on Hubbard St.

It should also be noted that in reviewing the current regulations, it was discovered that the posted parking restrictions that have been in effect for the past several years, between the municipal lot exit and Walden Street have not been officially adopted into the “Traffic, Parking and Pedestrian Rules & Regulations”. This amendment will also correct this inconsistency between the posted restriction and the written regulations.

In summary, the request is for the **Select Board to vote to amend the Traffic, Parking and Pedestrian Rules & Regulations to prohibit on-street parking on the entire length of the northwest side of Hubbard Street between Thoreau Street and Walden Street** (see attached schematic).

Upon approval, Schedule I Parking Restrictions and Schedule I-B Parking Meter Locations will be updated accordingly, and duplicate listings related to Hubbard St will be removed as shown in the table on the following pages. Appropriate signage will be installed.



Schedule I Parking Restrictions

Street	Side	From	To	Approved
Commonwealth Ave	Both	Rotary at Route 2	500' S to #425 Comm. Avenue	No Parking Anytime
Cottage St	Both	Main St	400' S	No Parking Anytime
Court Ln	S	Monument St	Bedford St	No Parking Anytime
Court Ln	N	Bedford St	110' W	30 Min 8AM to 4 PM Except Sundays and Holidays
Court Ln	N	Monument St	150' E of Monument St	No Parking Here to Corner
Derby St	Both	75' S of Main St	Riverside Ave	3 HR
Derby St	Both	Main St	75' S of Main St	No Parking Here to Corner
Domino Drive	Both	Entire cul-de-sac only		No Parking Anytime
Estabrook Rd	E	850' N of Barnes Hill Rd	End of Pavement	No Parking Anytime
Estabrook Rd	W	Between Driveways 299 Estabrook Rd		No Parking Anytime
Estabrook Rd	W	Opposite Liberty St approximately 475' in length		No Parking Tow Zone
Everett St	SE	Stow St	Thoreau St	No Parking This Side of St
Everett St	NW	Thoreau St	100' NE of Thoreau St	No Parking Here to Corner
Fitchburg Tpke	Both	Within 300' of Sudbury Rd		No Parking Anytime
Grant St	NE	Belknap St	110' E of Belknap	3 HR
Grant St	SW	Belknap St	Sudbury Rd	3 HR
Grant St	NE	110' E of Belknap	220' E Belknap	No Parking Here to Corner
Grant St	NE	200' E Belknap	Belknap	3 HR
Highland St	Both	Church St	200' W of Church St	No Parking Anytime
Hubbard St	NW	Thoreau St. Stow St	Walden St Parking lot Driveway ←	No Parking Anytime
Keyes Rd	Both	Main St	Municipal Parking Lot	No Parking Anytime
Laurel St	SE	15' on either side of school maintenance gate		No Parking Between Signs
Laurel St	NW	Thoreau St	Walden St	No Parking This Side of St
Laws Brook Rd	S	Conant St	Maple St	No Parking Anytime
Lexington Rd	S	Heywood St	Cambridge Tpke	No Parking Anytime
Lexington Rd	S	NW corner of Parcel #108	400' E	No Parking Anytime
Lexington Rd	N	Lexington Rd & Cambridge Tpke Intersection	600' E	No Parking Anytime
Lexington Rd	Both	375' W of Ridge Rd	350' W of Hawthorne Ln	No Parking Anytime

Walden St.

Schedule I-B Parking Meter Locations

Location	Side	From	To
Church St	S	Commonwealth Ave	200' W of Commonwealth Ave
Commonwealth Avenue	Both	Main Street	Law Brook Road
Commonwealth Avenue MBTA Park & Ride Lot	The first 30 parking spaces adjacent to the station platform closest to the Commonwealth Avenue entrance to the lot.		
Hubbard St	NW	Walden St Parking lot Driveway	Walden St
Hubbard Street	SE	Walden Street	A distance approximately 280' southwest
Hubbard St	NW	Walden St Parking lot Driveway	Walden St
Hubbard St	SE	Walden St. Parking Lot Driveway	Walden
Keyes Rd East Lot	All Spaces except 8 Visitor Parking Spaces closest to Visitor Center		
Main St	Both	Sudbury Rd	Academy Ln
Main St Traffic Island	NW & S	Both sides of island along main st	
Main Street	Both	Monument Square	Sudbury Rd
Main St	N	50' W of Church St	200' W of Church St
Main St	Both	Nashawtuc Rd	Academy Ln
Monument Square (E leg of Square)	E side of Roadway	Bedford St	Monument St
Monument Square (E leg of Square)	W side of Roadway	Bedford St	Monument St
Monument Square (S End of Square)	N side of Roadway	20' E of W side of Monument Square	E side of Monument Square
Monument Square (W leg of Square)	W side of Roadway	Lowell St	Main St
Monument St	W	Monument Square	50' N of Court Lane
Thoreau St	Both	150' S of Main St	Belknap St
Thoreau Street	Both	Sudbury Road	Belknap Street
Walden St	SW	125' SE of Hubbard St	300' SE of Hubbard St
Walden Street	Both	Main Street	Hubbard St
Walden Street	SW	Hubbard St	100' S of Hubbard St
Walden Street Lot (behind 14 to 26 Walden Street)			

Parking eliminated on this side

Duplicate regs to be removed

Schedule II Taxicab Stands

Street	Location
Main Street	Near Korean War Memorial

Monsen Road

Currently, on-street parking is prohibited on Monsen Road directly in front of homes from #153 to #221 Monsen Rd to reduce the congestion caused when high volumes of visitors to the adjacent Great Meadows Wildlife Refuge are present. However, vehicles parking on the other side of the street in front of #174 create a line-of-sight issue for moving vehicles and is of special concern for responding emergency vehicles due to the sharp curve in the road. This area also has a vertical asphalt curb and an immediate adjacent sidewalk that prevents parking beyond the edge of the road pavement.

The TMG requests that the **Select Board vote to add a “No Parking” restriction to the “Traffic, Parking and Pedestrian Rules & Regulations” on the easterly side Monsen Road in front of house #174** (see attached schematic).

Upon approval, Schedule I Parking Restrictions of the Traffic, Parking and Pedestrian Rules & Regulations for Monsen Road will be amended as shown in the table on the following page and appropriate signage will be installed.



Schedule I Parking Restrictions

Street	Side	From	To	Approved
Liberty St	SE	Lowell Rd	Monument St	No Parking This Side of St
Lowell Rd	W	Keyes Rd	Monument Square	No Parking Anytime
Lowell Rd	E	Monument Square	Bow St	No Parking Anytime
Lowell Rd	Both	Lindsay Pond Rd	Town Line (Carlisle)	No Parking Anytime
Main St	Both	Driveway 1238 Main St	350' W of DW 1238 Main	3 HR parking
Main St	S	Church St	Commonwealth Ave	3 HR
Main St	N	Driveway 1238 Main St	Commonwealth Ave	Loading Zone No Parking 7AM - 11AM M-F
Main St	Both	100' of abutments of Boston and Main Railroad		No Parking Anytime
Main St	N	Church St	290' E of Church St	No Parking Anytime
Main St	N	Church St	50' W of Church St	No Parking Anytime
Main St	S	Church St	150' W of Church St	No Parking Anytime
Main St	S	Pine St	Old Bridge Rd	No Parking Anytime
Main St	N	Baker Ave	Commonwealth Ave	No Parking Anytime
Main St	N	Elm St	150' E of Elm St	No Parking Anytime
Main St	N	River St	175' E of River St	No Parking Here to Corner
Maple St	Both	Laws Brook Rd	Bradford St	Nights and Weekends Only
Middle St	N	Academy Ln	210' W of Thoreau St	3 HR
Middle St	S	Academy Ln	325' W of Academy LN	3 HR
Middle St	S	325' W of Academy LN	Thoreau St	No Parking Anytime
Middle St	N	210' W of Thoreau St	Thoreau St	No Parking Here to Corner
Monsen Rd	N	153 Monsen	221 Monsen	No Parking This Side
Monument Square (W leg of Square)	E	Lowell St	Main St	No Parking Anytime
Monument Square (S End of Square)	N	W side of Monument Square	20' E	No Parking Anytime
Monument St	E	Monument Square	100' N of Court Lane	No Parking Anytime
Monument St	S	Liberty St SE	Lang St	No Parking Anytime
Monument St	Both	Great Meadow Rd	N end of Minute Man Parking	No Parking Anytime
Monument St	E	SW Corner Parcel 1365-2	N corner Parcel 1366 (a distance of 1350')	No Parking Anytime
Monument St	W	Approximately 100 feet S of Carr Rd		No Parking Here To Cor.
Monsen Road	S & E	#174 Monsen - 70' North of Southerly lot side line	#174 Monsen - 60' west of easterly lot side line	No Parking Anytime

Seven Star Lane

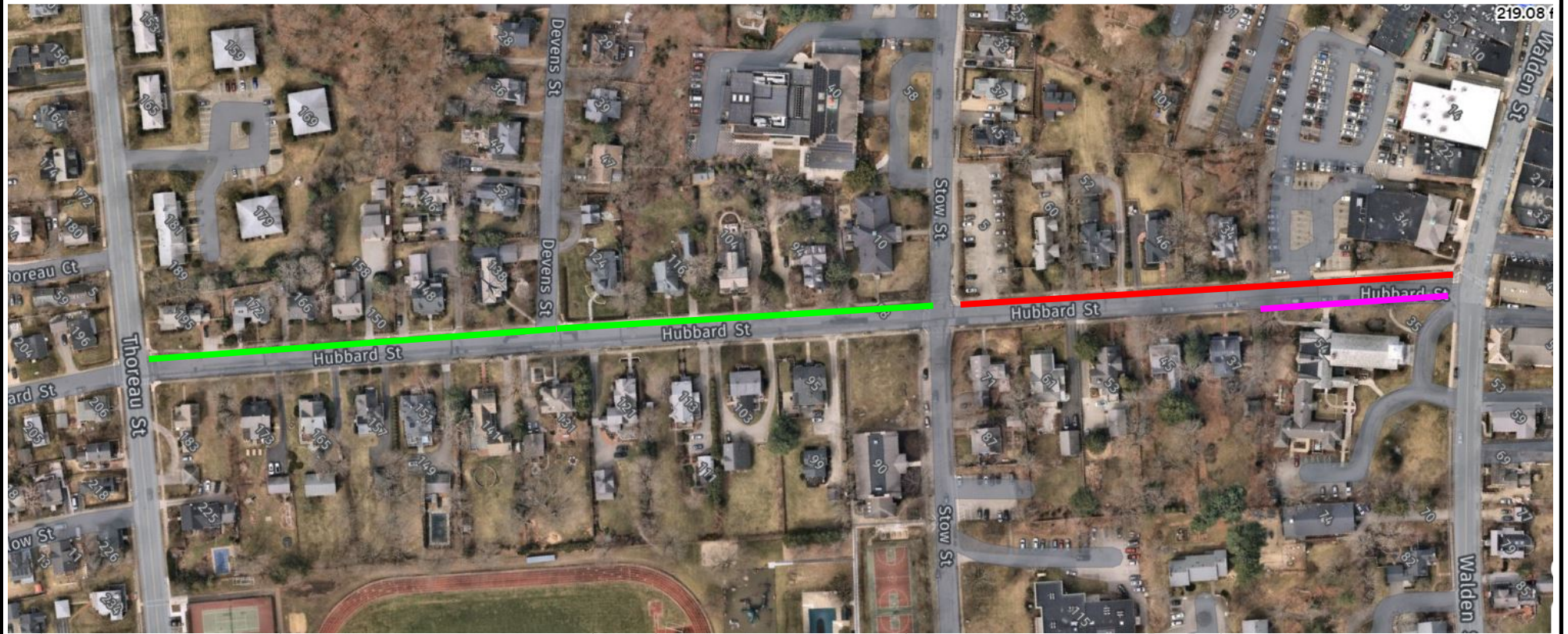
A “Do Not Enter” sign on Seven Star Lane at the intersection of Sudbury Rd supported by “No Outlet” signs at the intersection with ORNAC has existed for several years, but never officially adopted in the Town’s regulation. Vehicles traveling easterly on Seven Star Ln, attempting to enter Sudbury Rd have a limited line-of-sight, both in the northerly and southerly direction of Sudbury Road. In addition, this unsafe maneuver will compound issues at an intersection with four other vehicular approaches and a major crosswalk.

The TMG requests that the **Select Board vote to add a “One Way” restriction to the “Traffic, Parking and Pedestrian Rules & Regulations” for travel only in the westerly direction on Seven Star Ln, 125ft west of the Sudbury Road intersection** (see attached schematic). This “One Way Street” restriction is to reinforce that traffic is prohibited from entering Sudbury Rd from Seven Star Ln before they actually get to the intersection.

Upon approval, appropriate signage will be installed and Schedule I of the “Parking Restrictions of the Traffic, Parking and Pedestrian Rules & Regulations for Seven Star Lane will be amended as shown in the table on the following page.

Schedule III One Way Streets

Street	Direction	From	To
Bedford Street	NE	Monument Square	Court Lane
Court Lane	W	Bedford Street	Monument Street
Prairie Street (8 AM to 4 PM, M-F)	NE	Chase Road	Pleasant Street
Lexington Road	N	Lexington Road Traffic Island	Bedford Street
Lexington Road	E	Lexington Road Traffic Island	Liberty Pole Green
Main Street	E & S	Mill Dam Traffic Island	Lexington Road Traffic Island
Monument Sq	W	Southerly end of the Common	Northerly side of Liberty Pole Green
Monument Sq	S	Westerly side of Liberty Pole Green	Easterly side of the Mill Dam Traffic Island
Monument Sq	N	On the roadway east of the Common from Bedford Street	Monument Street
Monument Sq	W	On the roadway north of the Common from Monument Street	Lowell Road
Monument Sq	S	On the roadway west of the Common from Lowell Road	Lowell Road, including the roadway between the Middlesex Grounds and the Mill Dam Traffic Island
Potter Street	NE	From the intersection of Potter Street and Sudbury Road	a point 100' northeast from the intersection of Potter Street and Sudbury Road
Warner Street	W	Laws Brook Road	The portion of the roadway which lies between the easterly lot line of Parcel #2113
Seven Star Ln	W	125ft west of Sudbury Road	Sudbury Road



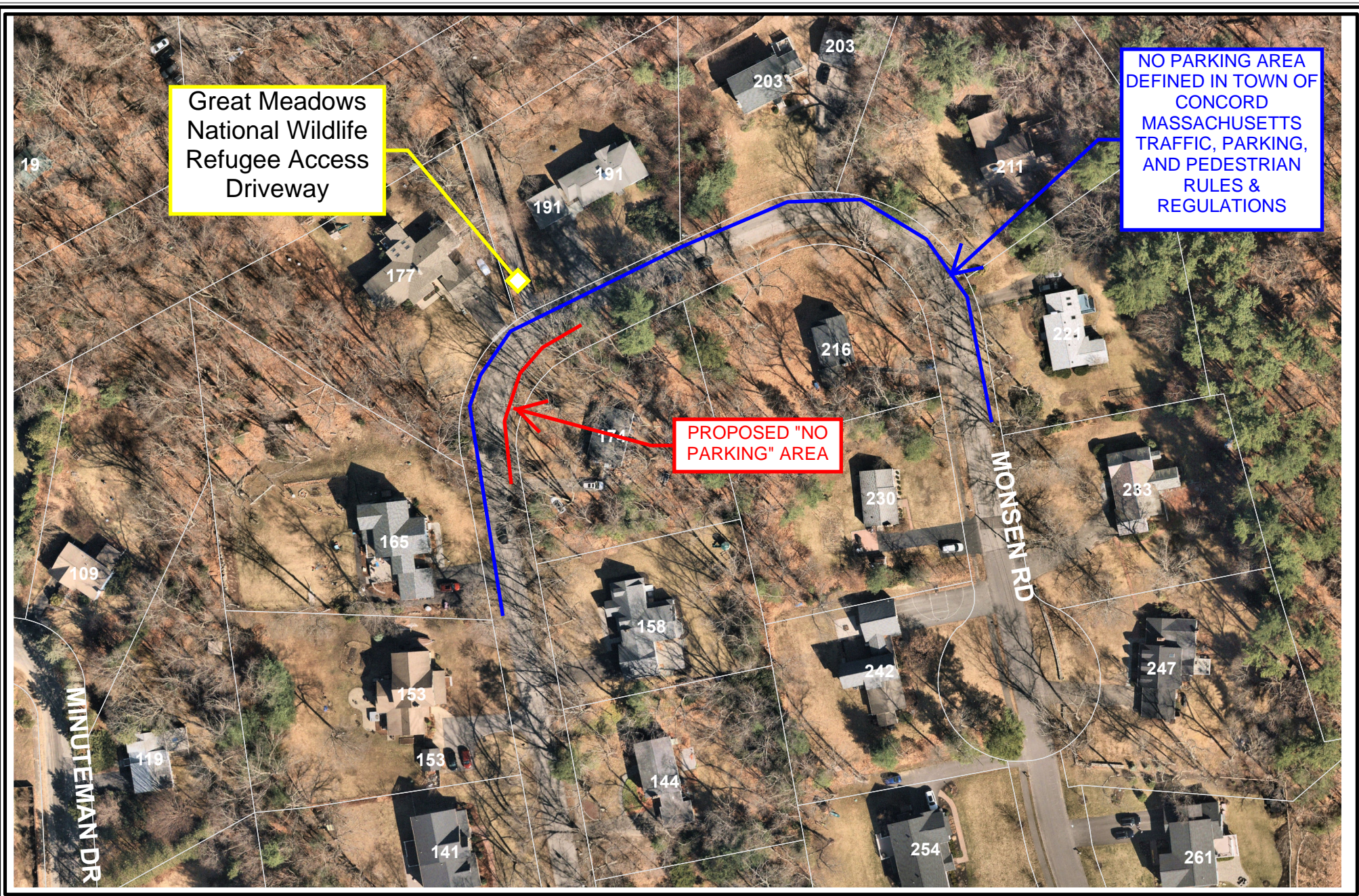
0 75 150 Feet



This map was created by Concord GIS. The information is provided as a reasonably accurate point of reference, but is not intended to represent authoritative location, and is not to be used for correspondence. The Town of Concord shall not be held responsible for the accuracy or misuse of these data.

Hubbard Street

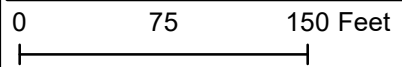
- Existing "no parking"
- Existing metered parking
- Proposed "no parking"



Great Meadows
National Wildlife
Refuge Access
Driveway

NO PARKING AREA
DEFINED IN TOWN OF
CONCORD
MASSACHUSETTS
TRAFFIC, PARKING,
AND PEDESTRIAN
RULES &
REGULATIONS

PROPOSED "NO
PARKING" AREA



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Concord GIS. The information is
provided as a reasonably accurate
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Monsen Road Parking

Parcel Boundaries



portion to remain "Two Way" traffic

proposed portion to be "One Way"

Seven Star Ln

125ft

Seven Star Ln

Oxbow Rd

Garfield Rd

Oxbow Rd

Sudbury Rd

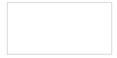
Garfield Rd

0 75 150 Feet



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Seven Star Lane





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

Delia R. J. Kaye
Natural Resources Director

July 17, 2023

Henry Dane, Chair
Concord Select Board
Town House
22 Monument Square
Concord, MA 01742

Re: Hosmer Meadow Conservation Restrictions

Dear Mr. Dane:

Please find attached two Conservation Restrictions for Select Board review and approval. The Natural Resources Commission will review these CRs at their July 19, 2023 meeting for approval and acceptance.

In accordance with the DEP's Superseding Order of Conditions permitting the construction of a 4-unit Subdivision at McCallar Lane, (DEP File #137-1419), the Applicant has prepared CRs over two of the newly created parcels within Hosmer Meadow (formerly the paper street of Keuka Road). The CR over 24 McCallar Lane covers 1.06 acres, and the one at 38 McCallar Lane covers 8.58 acres.

Preservation of the Premises will serve to protect wetlands, floodplain, soil health, water quality, and the scenic and natural character of the Town.

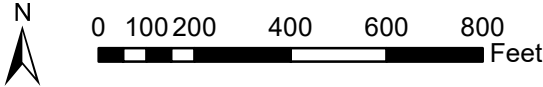
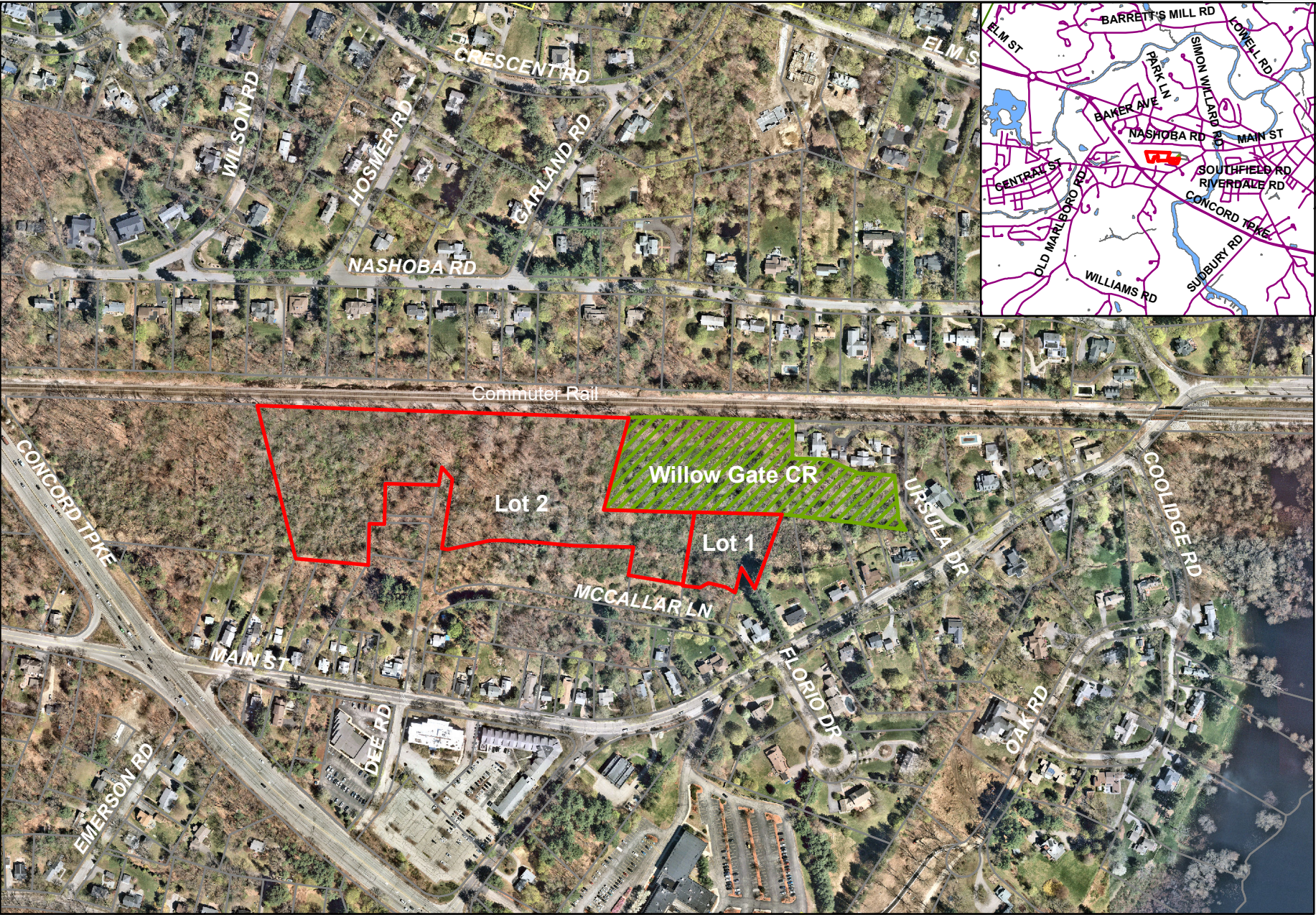
Thank you for your review and consideration, and I look forward to discussing this with the Board at the July 24, 2023 meeting.

Sincerely,

Delia Kaye
Natural Resources Director

cc: Kerry Lafleur, Town Manager
Megan Zammuto, Deputy Town Manager/Interim Director of Planning and Land Management
Rachel Watsky, Esq.
NRC

Proposed Conservation Restrictions - 24 (Lot 1) and 38 (Lot 2) McCallar Lane



GRANTOR: Michael Burks and Susan Burks, not individually but as Trustees of the Morgan Burks Kettler Irrevocable Trust, u/d/t dated September 6, 2019, having an address of 38 McCallar Lane, Concord, MA

GRANTEE: Town of Concord, acting by and through its Natural Resources Commission as its Conservation Commission

ADDRESS OF PREMISES: 38 McCallar Lane, Concord, MA 01742

FOR GRANTOR’S TITLE SEE: Middlesex South District Registry of Deeds at Book 79552, Page 237.

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

Michael and Susan Burks, not individually but as Trustees of the Morgan Burks Kettler Irrevocable Trust, u/d/t dated September 6, 2019, as evidenced by a Trustee’s Certificate pursuant to M.G.L. c. 184, § 35 recorded herewith, of 38 McCallar Lane, Concord, Massachusetts 01742, being the sole owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for its successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to the Town of Concord, acting by and through its Natural Resources Commission as its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, their permitted successors and assigns (“Grantee”), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in the Town of Concord, Massachusetts containing an approximately 8.58-acre portion of an approximately 8.9 +/- acre property (“Premises”), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

This Conservation Restriction is granted pursuant to and in accordance with Special Condition 20 in the Massachusetts Wetlands Protection Act Superseding Order of Conditions (DEP File No. 137-1419) recorded with the Middlesex South Registry of Deeds at Book 73999, Page 166.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The Conservation Values protected by this Conservation Restriction include the following:

- Open Space. The Premises contributes to the protection of the scenic and natural character of Concord and the protection of the Premises will enhance the open space value of these and nearby lands. The Premises abuts land already conserved, including the 4.3-acre Willow Gate Conservation Restriction.
- Floodplain. A portion of the Premises lies within the 100-year floodplain of an unnamed tributary to the Sudbury River and is in the local Floodplain Conservancy District. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events.
- Soils and Soil Health. The Premises includes a portion of Prime 2 Forest Land, Prime 3 Wet Forest Land, and Forest Land of Local Importance Wet as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- Water Quality. There is an intermittent stream within the Bordering Vegetated Wetlands on the Premises, the protection of which will maintain water quality on the Premises and across the connected wetland resources.
- Wetlands. The Bordering Vegetated Wetlands on the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).
- Climate Change Resiliency. The Premises is identified as an area of Slightly Less and Less Resilient Terrestrial Resilience according to The Nature Conservancy’s (TNC) Resilient Land Mapping Tool, including Slightly Less and Average/Median Landscape Diversity and Less Connected Local Connectedness. TNC’s Resilient Land Mapping Tool was developed in order to map ‘climate-resilient’ sites that are ‘more likely to sustain native plants, animals, and natural processes into the future.’ The protection of

these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions.

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;

8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality in accordance with all federal, state, and local laws, bylaws, and regulations;
3. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
4. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological

investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;

5. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
6. Motorized Vehicles. Using motorized vehicles as necessary for persons with mobility impairments; using motorized vehicles as necessary for the protection of the Purposes and Conservation Values, provided that the manner of such motorized vehicle use is approved in advance by Grantee.
7. Outdoor Passive Recreational and Educational Activities. Hiking, cross-country skiing, snowshoeing, ice-skating, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities.

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Reserved Right requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;

- b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, including, without limitation, compensation for interim losses (i.e., ecological and public use service losses that occur from the date of the violation until the date of restoration), and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from

receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.

3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

This Conservation Restriction does not grant any right of access to the general public and the Grantor retains its rights to prohibit access to the Premises by the general public.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official (“Secretary”), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor’s and Grantee’s Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee’s Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, for the purpose of enforcing this Conservation Restriction, but does not entitle Grantee, upon extinguishment, release, or termination, to any proceeds received by the Grantor from the subsequent sale, exchange or involuntary conversion of the Premises. Any proceeds that result from any such extinguishment, release, or termination will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this

Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Concord and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Susan Burks and Michael Burks, Trustees
Morgan Burks Kettler Irrevocable Trust
38 McCallar Lane
Concord, MA 01742

To Grantee: Delia Kaye, Director
Town of Concord Natural Resources Commission
141 Keyes Road
Concord, MA 01742

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

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

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that

would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report (“Baseline Report”) prepared by Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Release of Homestead

The Grantor hereby agrees to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this

Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

C. No Surety Interest

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Executory Limitation

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

E. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

F. The following signature pages are included in this Grant:

Grantor
Trustee's Certificate
Grantee Acceptance
Approval of Select Board
Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

G. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises
Exhibit B: Reduced Copy of Recorded Plan of Premises

WITNESS my hand and seal this ____ day of _____, 2023,

Susan Burks, not individually but as Trustee
of the Morgan Burks Kettler Irrevocable Trust

Michael Burks, not individually but as Trustee
of the Morgan Burks Kettler Irrevocable Trust

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, not individually but as Trustees of the Morgan Burks Kettler Irrevocable Trust.

Notary Public
My Commission Expires:

ACCEPTANCE OF TOWN OF CONCORD NATURAL RESOURCES COMMISSION

We, the undersigned, being a majority of the Natural Resources Commission, acting as the Conservation Commission of the Town of Concord, Massachusetts, hereby certify that at a public meeting duly held on _____, 2023, the Commission voted to approve and accept the foregoing Conservation Restriction from Michael Burks and Susan Burks, as Trustees of the Morgan Burks Kettler Irrevocable Trust, u/d/t dated September 6, 2019, pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

TOWN OF CONCORD NATURAL RESOURCES
COMMISSION AS ITS CONSERVATION
COMMISSION:

Edward Nardi, Chair

Sarah Grimwood

William Kemeza

Gary Kleiman

Nick Pappas

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as members of the Concord Natural Resources Commission.

Notary Public

My Commission Expires:
APPROVAL OF TOWN OF CONCORD SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Concord, hereby certify that at a public meeting duly held on _____, 2023, the Select Board voted to approve the foregoing Conservation Restriction from Michael Burks and Susan Burks, as Trustees of the Morgan Burks Kettler Irrevocable Trust, u/d/t dated September 6, 2019, to the Town of Concord, acting by and through its Natural Resources Commission as its Conservation Commission, in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF CONCORD SELECT BOARD

Henry Dane, Chair

Mary Hartman, Clerk

Terri Ackerman

Linda Escobedo

Mark Howell

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as members of the Concord Select Board.

Notary Public
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from Michael Burks and Susan Burks, not individually but as Trustees of the Morgan Burks Kettler Irrevocable Trust, u/d/t dated September 6, 2019, to the Town of Concord, acting by and through its Natural Resources Commission as its Conservation Commission, in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2023

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts.

Notary Public
My Commission Expires:

EXHIBIT A

Description of the Premises

The land in Concord, Middlesex County, Massachusetts, containing 373,788 s.f. (8.58 acres) +/-, shown as “Conservation Restriction Area” within the area shown as “Lot 2” on a plan of land titled “Plan of Land in Concord, Massachusetts (Middlesex County) For: Keuka Road, LLC”, revision date June 14, 2023, by Stamski and McNary, Inc. 1000 Main Street, Acton, Massachusetts, recorded herewith.

GRANTOR: Keuka Road, LLC, a Massachusetts limited liability company having a principal mailing address at 653 Main Street, Concord, MA 01742

GRANTEE: Town of Concord, acting by and through its Natural Resources Commission as its Conservation Commission

ADDRESS OF PREMISES: 24 McCallar Lane, Concord, MA 01742

FOR GRANTOR’S TITLE SEE: Middlesex South District Registry of Deeds at Book 64600, Page 73; Book 66846, Page 485; Book 66846, Page 488; and Book 66846, Page 491.

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

Keuka Road, LLC, a Massachusetts limited liability company having a principal mailing address of 653 Main Street, Concord, MA 01742, being the sole owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for its successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to the Town of Concord, acting by and through its Natural Resources Commission as its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, their permitted successors and assigns (“Grantee”), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in the Town of Concord, Middlesex County, Massachusetts, containing an approximately 1.06-acre portion of a 1.43 +/- acre property (“Premises”), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

This Conservation Restriction is granted pursuant to and in accordance with Special Condition 20 in the Massachusetts Wetlands Protection Act Superseding Order of Conditions (DEP File No. 137-1419) recorded with the Middlesex South Registry of Deeds at Book 73999, Page 166.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The Conservation Values protected by this Conservation Restriction include the following:

- Open Space. The Premises contributes to the protection of the scenic and natural character of the Town of Concord and the protection of the Premises will enhance the open space value of these and nearby lands. The Premises abuts land already conserved, including the 4.3-acre Willow Gate Conservation Restriction.
- Floodplain. A portion of the Premises lies within the 100-year floodplain of an unnamed tributary to the Sudbury River and is in the local Floodplain Conservancy District. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events.
- Soils and Soil Health. The Premises is adjacent to Prime 2 Forest Land, Prime 3 Wet Forest Land, and Forest Land of Local Importance Wet as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- Water Quality. There is an intermittent stream within the Bordering Vegetated Wetlands on the Premises, the protection of which will maintain water quality on the Premises and across the connected wetland resources.
- Wetlands. The Bordering Vegetated Wetlands on the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).
- Climate Change Resiliency. The Premises is identified as an area of Slightly Less and Less Resilient Terrestrial Resilience according to The Nature Conservancy’s (TNC) Resilient Land Mapping Tool, including Slightly Less and Average/Median Landscape Diversity and Less Connected Local Connectedness. TNC’s Resilient Land Mapping Tool was developed in order to map ‘climate-resilient’ sites that are ‘more likely to sustain native plants, animals, and natural processes into the future.’ The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions.

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;

9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality in accordance with all federal, state, and local laws, bylaws, and regulations;
3. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
4. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;

5. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
6. Motorized Vehicles. Using motorized vehicles as necessary for persons with mobility impairments; using motorized vehicles as necessary for the protection of the Purposes and Conservation Values, provided that the manner of such motorized vehicle use is approved in advance by Grantee.
7. Outdoor Passive Recreational and Educational Activities. Hiking, cross-country skiing, snowshoeing, ice-skating, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities.

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Reserved Right requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.

- d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, including, without limitation, compensation for interim losses (i.e., ecological and public use service losses that occur from the date of the violation until the date of restoration), and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a

violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.

3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

This Conservation Restriction does not grant any right of access to the general public and the Grantor retains its rights to prohibit access to the Premises by the general public.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or

in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official (“Secretary”), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor’s and Grantee’s Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee’s Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, for the purpose of enforcing this Conservation Restriction, but does not entitle Grantee, upon extinguishment, release, or termination, to any proceeds received by the Grantor from the subsequent sale, exchange or involuntary conversion of the Premises. Any proceeds that result from any such extinguishment, release, or termination will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Concord and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Hope Beckman, Manager
Keuka Road, LLC
653 Main Street
Concord, MA 01742

To Grantee: Delia Kaye, Director
Town of Concord Natural Resources Commission
141 Keyes Road
Concord, MA 01742

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

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

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report (“Baseline Report”) prepared by Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Release of Homestead

The Grantor hereby agrees to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

C. No Surety Interest

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Executory Limitation

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

E. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

F. The following signature pages are included in this Grant:

Grantor
Certificate of Corporate Authority
Grantee Acceptance
Approval of Select Board
Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

G. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises
Exhibit B: Reduced Copy of Recorded Plan of Premises

WITNESS my hand and seal this ____ day of _____, 2023,

_____, duly authorized
Hope Beckman, Manager and Agent of Keuka Road, LLC

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF TOWN OF CONCORD NATURAL RESOURCES COMMISSION

We, the undersigned, being a majority of the Natural Resources Commission, acting as the Conservation Commission of the Town of Concord, Massachusetts, hereby certify that at a public meeting duly held on _____, 2023, the Commission voted to approve and accept the foregoing Conservation Restriction from Keuka Road, LLC pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

TOWN OF CONCORD NATURAL RESOURCES
COMMISSION AS ITS CONSERVATION
COMMISSION:

Edward Nardi, Chair

Sarah Grimwood

William Kemeza

Gary Kleiman

Nick Pappas

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as members of the Town of Concord Natural Resources Commission.

Notary Public
My Commission Expires:

APPROVAL OF TOWN OF CONCORD SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Concord, hereby certify that at a public meeting duly held on _____, 2023, the Select Board voted to approve the foregoing Conservation Restriction from Keuka Road, LLC to the Town of Concord acting by and through its Natural Resources Commission as its Conservation Commission, in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF CONCORD SELECT BOARD

Henry Dane, Chair

Mary Hartman, Clerk

Terri Ackerman

Linda Escobedo

Mark Howell

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as members of the Town of Concord Select Board.

Notary Public
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from Keuka Road, LLC to Town of Concord acting by and through its Natural Resources Commission as its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2023

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

Notary Public
My Commission Expires:

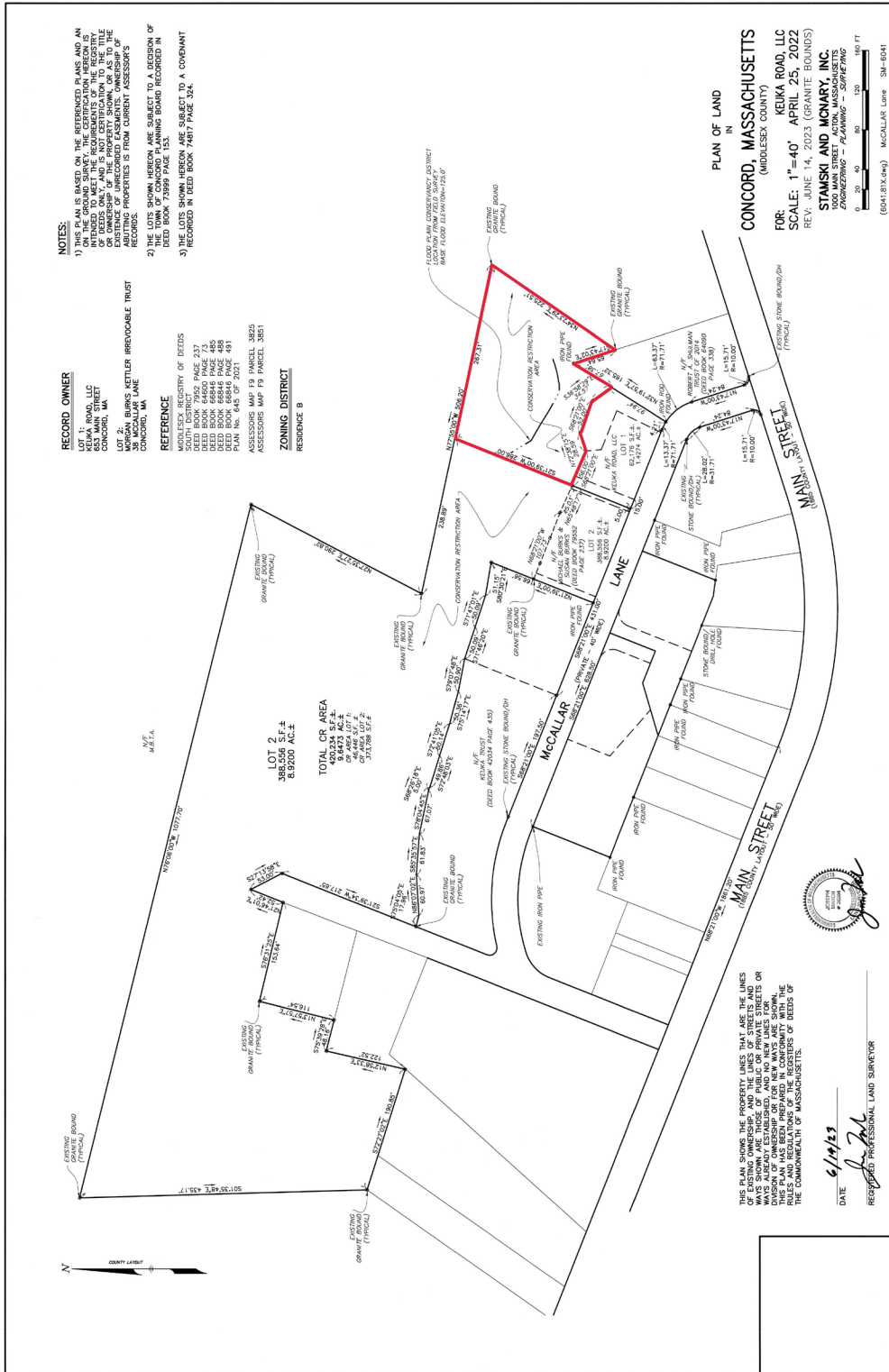
EXHIBIT A

Description of the Premises

The land in Concord, Middlesex County, Massachusetts, containing 46,446 s.f. (1.06 acres) +/-, shown as “Conservation Restriction Area” within the area shown as “Lot 1” on a plan of land titled “Plan of Land in Concord, Massachusetts (Middlesex County) For: Keuka Road, LLC”, revision date June 14, 2023, by Stamski and McNary, Inc. 1000 Main Street, Acton, Massachusetts, a copy of which is recorded herewith.

EXHIBIT B

For official full size plan see Middlesex South Registry of Deeds Plan Book Page .





Massachusetts Housing Finance Agency
One Beacon Street Boston, MA 02108

Tel: 617-854-1000
Fax: 617-854-1091

Relay 711
www.masshousing.com

June 21, 2023

Henry Dane, Chair
Select Board
Town of Concord
22 Monument Square
Concord, MA 01742

**RE: Proposed 40B—NOVO Riverside Commons
Concord, MA
MH ID No. 1192**

Dear Mr. Dane:

MassHousing is currently reviewing an application for Site Approval submitted by NOVO Riverside Commons, LLC (the Applicant). The proposed development will consist of 201 units of rental housing on approximately 10.2 acres of land located at 292 & 294 Baker Avenue in Concord, MA.

The site approval process is offered to project sponsors who intend to apply for a Comprehensive Permit under Chapter 40B. MassHousing's review involves an evaluation of the site, the design concept, the financial feasibility of the proposal, and the appropriateness of the proposal in relation to local housing needs and strategies. As part of our review, we are soliciting comments from the local community, and we would appreciate your input. You also may wish to include in your response, issues or concerns raised by other Local Boards, officials, or other interested parties. Pursuant to the new Massachusetts General Laws Chapter 40B regulations (760 CMR 56.00) your comments may include information regarding municipal actions previously taken to meet affordable housing needs such as inclusionary zoning, multifamily districts adopted under G.L. c.40A and overlay districts adopted under G.L. c.40R. Your comments will be considered as part of our review.

We have been informed by the Applicant that the Town has received a copy of the application and site plans for Riverside Commons. Please inform us of any issues that have been raised or are anticipated in the Town's review of this application. We request that you submit your comments to this office by Tuesday, July 24, 2023, so we may process this application in a timely manner.

During the course of its review, MassHousing will conduct a site visit, which Local Boards, as defined in 760 CMR 56.02, may attend. The site visit for Riverside Commons has been tentatively scheduled for Thursday, June 29th at 11 am. Please notify me promptly if any representatives of your office or if other Local Boards plan to attend the scheduled site visit.

Please note that if and when an application is submitted for a comprehensive permit, assistance is available to the Zoning Board of Appeals (ZBA) to review the permit application. The Massachusetts

Housing Partnership's (MHP) Ch. 40B Technical Assistance Program administers grants to municipalities for up to \$15,000 to engage qualified third-party consultants to work with the city's ZBA in reviewing the Chapter 40B proposal. For more information about MHP's technical assistance grant visit MHP's web site, www.mhp.net/40B or e-mail MHP at emcgurren@mhp.net.

If you have any questions, please do not hesitate email me at mbusby@masshousing.com.

Thank you for your assistance.

Sincerely,

Mike Busby
Relationship Manager

WORKING WITH THE MASSACHUSETTS AFFORDABLE HOUSING LAW

40B Overview for Concord Select Board

July 24, 2023

WHAT IS CHAPTER 40B?

The Commonwealth's regional planning law

- In 1969, the legislature added the affordable housing part (Sections 20-23) to address *regional* housing disparities
- The affordable housing law assumes communities have met their regional “fair share” if at least 10% of their housing stock is affordable to low-income people and subsidized by a federal or state program



STATUTORY MINIMA (G.L. C. 40B, § 20)

Presumption of unmet need ...

Less than 10% of
year-round housing
units, OR



Less than 1.5% of
community's total
land area zoned for
residential,
commercial, or
industrial use, OR



A project involving
no more than 0.3%
of the total land area
zoned in community
for residential,
commercial, or
industrial use or ten
acres, whichever is
larger

WHAT DOES IT MEAN IF A TOWN IS BELOW 10%?

Developers applying for comprehensive permits are *presumed* to need (and qualify for) waivers of local regulations

ZBA's jurisdiction narrowly defined by "local concerns" identified in the statute.

ZBA must balance regional need for affordable housing against local concerns ... law *presumes* regional need is paramount

WHAT DOES IT MEAN IF A TOWN IS ABOVE 10%?

Developers applying for comprehensive permits may need waivers but are not automatically eligible for them

ZBA's jurisdiction still defined by statutory "local concerns," but may require compliance with local regulations to address some/all concerns

Town has more control over future development because developer cannot appeal to the HAC

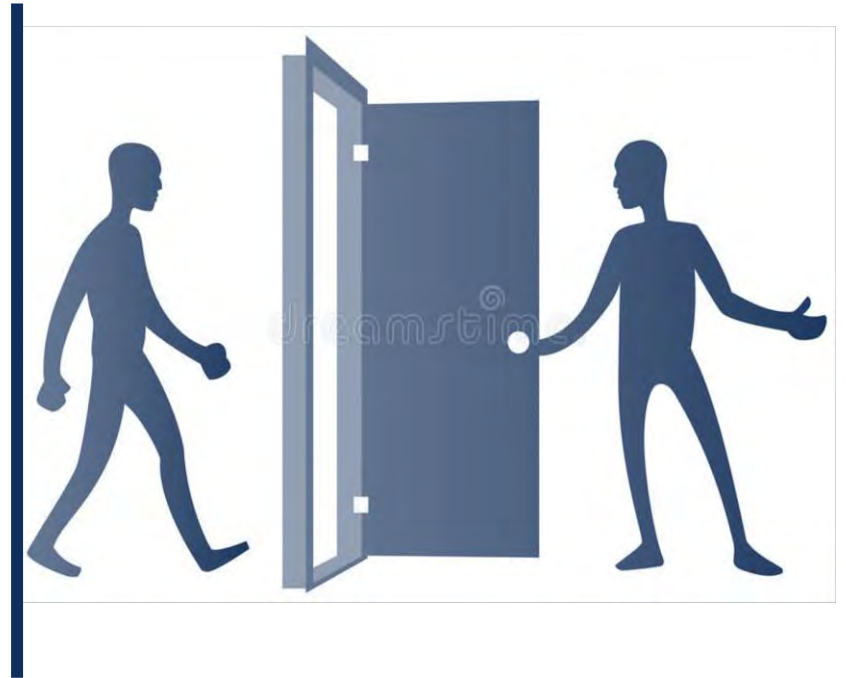
THE “SAFE HARBORS” — CHAPTER 40B REGULATIONS

- Housing Production Plan — *certified*
- Recent Progress Toward Housing Unit Minimum
- Review of Large Projects
- Related Applications



PROJECT ELIGIBILITY

- Application to subsidizing agency
- Notification to local officials; site visit
- Review process
- Agency is not a permitting authority
- Project eligibility decision: opening (or closing) the door,
Also known as the ticket to the ZBA



SUBSIDIZING AGENCY STANDARD FOR APPROVAL

1. Is the project eligible under subsidy program guidelines?
2. Is site generally appropriate for residential development?
3. Is conceptual project design generally appropriate?
4. Does proposed project seem feasible, given comparable rents and sale prices?
5. Is it feasible, given land valuation, profit limitations, program requirements?
6. Is applicant eligible?
7. Does the applicant have site control?

PROJECT ELIGIBILITY: LOCAL RESPONSIBILITIES

- Site visit
- Town comment period
 - Town departments (ideally, meet with the developer)
 - Boards with development review & permitting experience, e.g., Planning Board, Conservation Commission, Health Department, Public Works – Not ZBA
 - Focus on PE regulatory standards and valid local concerns
- Select Board transmits town comments to subsidizing agency



40B APPLICATION to the ZBA

- Project Eligibility Letter
- Evidence of Site Control
- Preliminary Plans
- Existing site conditions and locus map
- Preliminary, scaled, architectural drawings
- Tabulation of proposed buildings by type, size and ground coverage
- Preliminary subdivision plan (if applicable)
- Preliminary utilities plan
- List of requested waivers



THE PUBLIC HEARING

- Fair, thorough, *evidence-based* hearing process is essential for a defensible decision
- 40B hearing must be conducted the same as any other permit process
- 40B projects cannot be treated differently than other types of development
- Town departments and boards have *technical review* role
 - Planning, conservation, health, public works
 - Police, fire, building inspector
- ZBA engages peer review consultants for independent assessment of the project



PROJECT TRADE-OFFS and NEGOTIATIONS

- Project Eligibility: Identify concerns and opportunities, no resolution or commitments
- ZBA Hearings:
 - Discuss and evaluate
 - Engage independent peer review if needed
 - All issues on the table before initiating meaningful negotiations – for both Developer and Town
 - Work sessions can be held with team to work through details, not to finalize or deliberate

ZBA BALANCES REGIONAL HOUSING NEEDS WITH LOCAL CONCERNS

What are “local concerns” under 40B?

- Health
- Safety
- Environmental
- Design
- Open Space
- Planning
- Other Local Concerns (related to physical development of the site)

SUMMARY OF ROLES & RESPONSIBILITIES

Subsidizing Agency	Select Board	Town Departments	ZBA
<ul style="list-style-type: none"> • Determination of Project Eligibility • Focus on: <ul style="list-style-type: none"> ▪ Applicant Status ▪ Evidence of Site Control ▪ Project is financeable • Final Approval (after ZBA process) • Ongoing compliance 	<ul style="list-style-type: none"> • 30-day review and comment period once PEL is forwarded by Subsidizing Agency <ul style="list-style-type: none"> ○ Site Visit ○ Write letter with comments on project • Ensure adequate Town department support and resources for ZBA review process 	<ul style="list-style-type: none"> • Comment on technical issues within ZBA's review purview: written comments or testimony at hearing • Facilitate peer review • Participate in work sessions with developer (if requested by ZBA) • Help ZBA manage documentation and provide public information 	<ul style="list-style-type: none"> • Conduct technical permit application review • Solicit feedback and guidance from peer reviewers • Solicit public comment at hearings • Weigh regional housing needs with local concerns • Prepare and vote on Decision

MANAGING THE COMPREHENSIVE PERMIT

Subsidizing Agency

- Final Approval
- Regulatory Agreement, Deed Riders (if ownership), and Monitoring Agreement
- Lottery, fair housing and local preference
- Eligibility of owners/tenants
- Limited Dividend Restriction and Cost Certification

ZBA/Municipality

- Final engineering and architectural plans accompany application for a building permit
- Inspections during construction
- Cost Certification review
- Lapse of the permit
- Transfer of the Comprehensive Permit
- Changes to Permit – substantial or insubstantial

**NOVO RIVERSIDE COMMONS
292 & 294 BAKER AVENUE
CONCORD, MASSACHUSETTS**

June 5, 2023

NOVO Riverside Commons (NOVO) is a proposed Chapter 40B transit-oriented 201 rental-unit apartment community to be located in the center of West Concord on a 10.2± acre parcel which is currently part of Concord Meadows. Concord Meadows is a mixed-use office, medical and extended-stay hotel park located at 300, 310, 320 and 330 Baker Avenue that is within walking distance of the center of West Concord and the West Concord MBTA commuter rail station. Located to the southeast of the project site is Concord Green, a 220-unit residential condominium development comprised of attached townhouses and multi-unit buildings.

The proposed NOVO rental apartment community will be undertaken by Taurus Investment Holdings (Taurus) as a redevelopment and reuse of existing surface parking facilities which will result in the removal of 295 commercial parking spaces. The apartment community will include two complimentary multi-family buildings, known as 292 and 294 Baker, which will be sited on opposite sides of a pond centrally located on the locus.

The proposed multifamily building at “292 Baker” contains 118 units in five stories of wood frame type IIIA construction over 2 levels of basement podium parking containing 121 parking spaces. The proposed multifamily building at “294 Baker” contains 83 units in five stories of wood frame type IIIA construction over 1 level of basement podium parking containing 40 parking spaces. The project includes a total of 161 podium parking spaces and 143 surface parking spaces providing an average of 1.5 spaces per unit.

Key elements of the NOVO plans include:

- Provision of 51 affordable units consisting of 19 one bedroom, 26 two bedroom and 6 three bedroom units.
- Alignment with Concord’s sustainability goals by the electrification of the proposed buildings such that no fossil fuels will be used to heat or cool the buildings. The buildings will be Energy Star certified or have a similar energy-related certification consistent with the goals and objectives of the Sustainable Concord Climate Action and Resilience Plan.

- All 201 rental units will: (a) be eligible for inclusion on Concord's Subsidized Housing Inventory (SHI); (b) enable the Town to qualify for and locally implement the State Department of Energy Resource's demonstration project to prohibit fossil fuel use in new buildings or major renovation projects; and (c) provide a variety of new housing opportunities within walking distance of the center of West Concord and the West Concord MBTA Commuter Rail Station.

Other community benefits include:

- Construction, at NOVO's expense, of a 900± foot long 10 foot wide public access trail on the project site as part of connecting the MassDOT/Town of Concord proposed Assabet River Multi-Use Bridge/Trail to Baker Avenue;
- Conveyance to the Town of Concord for open space purposes of the wetlands and sensitive habitat located within Parcel B which contains 6.8± acres with 1,290± feet of frontage on the Assabet River;
- Development of a plan to establish pre and post construction guidelines for protecting and enhancing the pond located in the center of the project site; and
- As a Chapter 40B project NOVO will provide the Town with the opportunity to leverage State Mass Works infrastructure grants and other local supporting grant funding.

Alternative uses for the project site include development of a 90,000 square foot R&D/light manufacturing building with 250 parking spaces. However, considering that one of the goals stated in Concord's 2022 Housing Production Plan is to "Increase the variety of rental and ownership housing options, especially for families, particularly near transit stations and village centers, to promote smart growth", an R&D/light manufacturing commercial building is not Taurus's preferred alternative. Taurus supports the goals of the Housing Production Plan and is of the opinion that the proposed residential buildings and the occupants who will reside at NOVO Riverside Commons will enhance the mixed-uses at Concord Meadows and enable the Town to achieve several other goals set forth in its Housing Production Plan.

Taurus would welcome the opportunity to discuss NOVO Riverside Commons with the Town, area residents and the business community. For further information contact Daniel Holmes at dholmes@1h.law.com or Kevin Hurley at hurleyassociates@comcast.net.

NOVO Riverside Commons

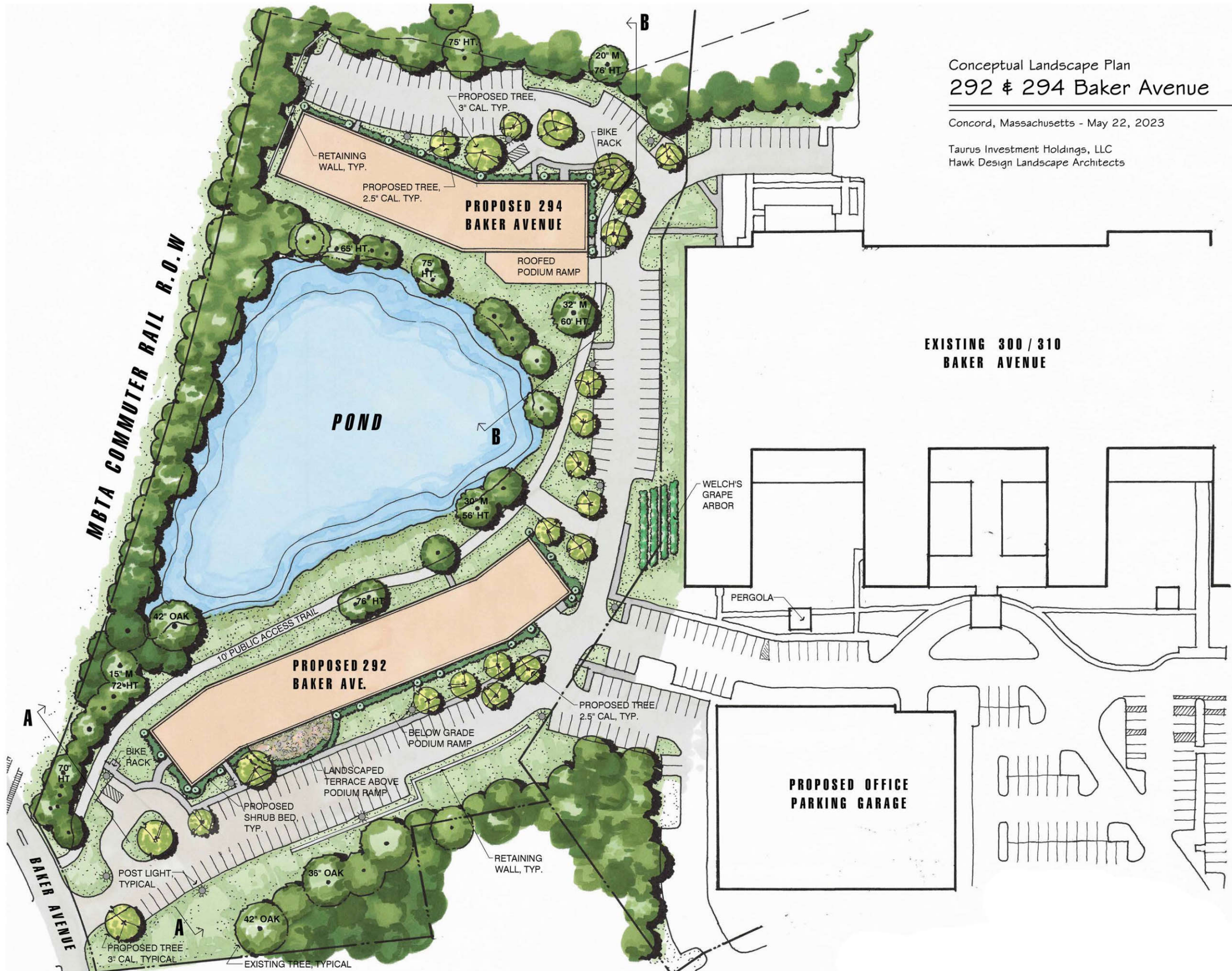
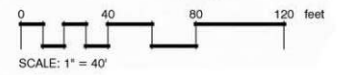
Concord, Massachusetts



Conceptual Landscape Plan
292 & 294 Baker Avenue

Concord, Massachusetts - May 22, 2023

Taurus Investment Holdings, LLC
Hawk Design Landscape Architects





Scale: 1/16" = 1'-0"
 Horizontal & Vertical

Site Section A-A
292 Baker Avenue

Concord, Massachusetts - May 22, 2023

Taurus Investment Holdings, LLC
 Hawk Design Landscape Architects



Scale: 1/16" = 1'-0"
 Horizontal & Vertical

Site Section B-B
294 Baker Avenue

Concord, Massachusetts - May 22, 2023

Taurus Investment Holdings, LLC
 Hawk Design Landscape Architects

PREPARED FOR:

TAURUS INVESTMENT HOLDINGS, LLC
TWO INTERNATIONAL PLACE
BOSTON, MASSACHUSETTS 02110

FOR PERMITTING ONLY

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PREPARED BY:

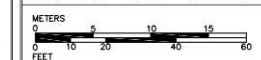
BEALS + THOMAS

BEALS AND THOMAS, INC.
144 Turnpike Road
Southborough, Massachusetts 01772-2104
T 508.366.0560 | www.bealsandthomas.com

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PROJECT:
NOVO RIVERSIDE COMMONS
292 & 294 BAKER AVENUE
CONCORD, MASSACHUSETTS

SCALE: 1" = 40' DATE: MAY 22, 2023

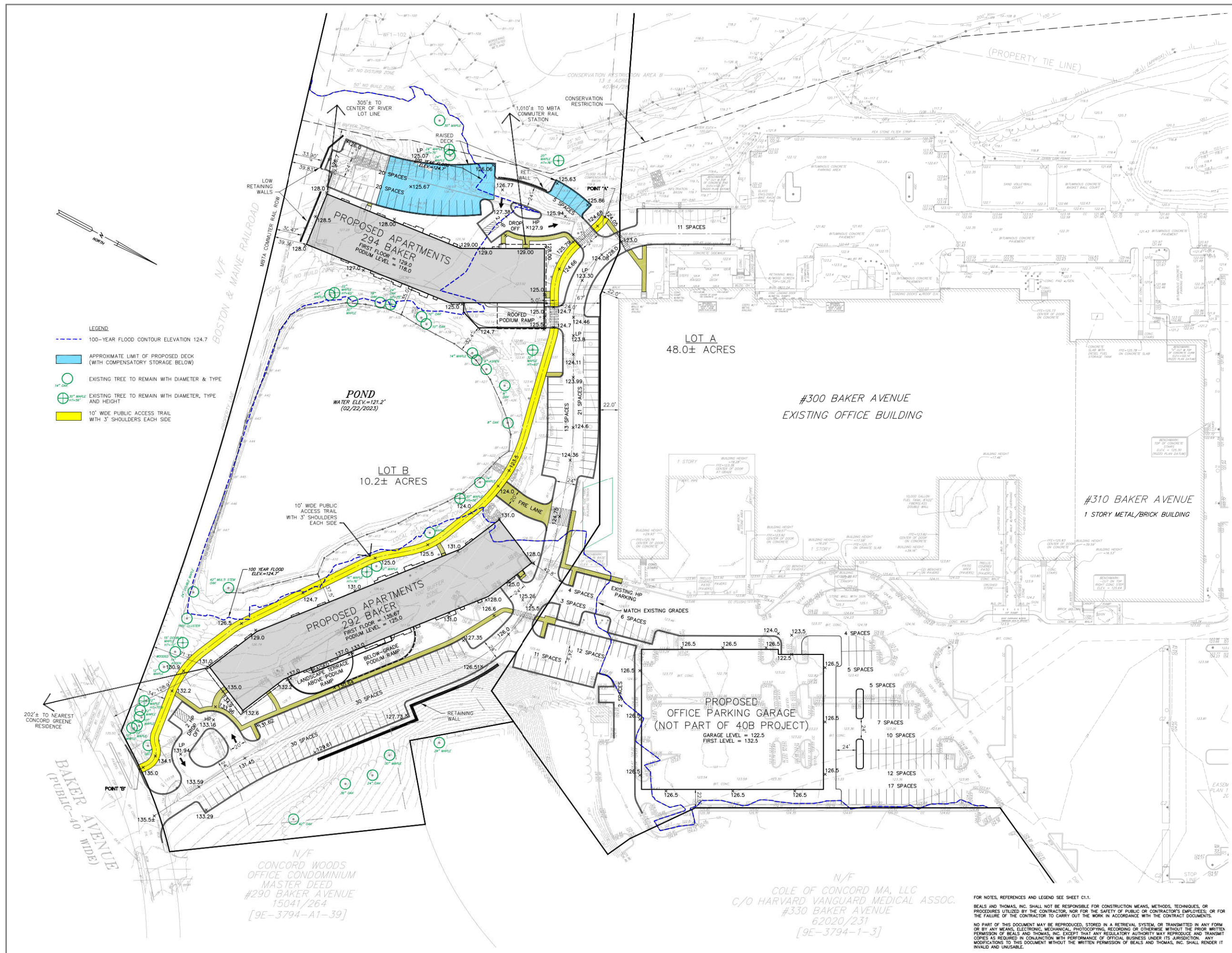


LAYOUT AND MATERIALS SITE PLAN

B+T JOB NO.2063.27

B+T PLAN NO. 206327D031A-001

C2.0



FOR NOTES, REFERENCES AND LEGEND SEE SHEET C1.1.

BEALS AND THOMAS, INC. SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, OR PROCEDURES UTILIZED BY THE CONTRACTOR, NOR FOR THE SAFETY OF PUBLIC OR CONTRACTOR'S EMPLOYEES, OR FOR THE FAILURE OF THE CONTRACTOR TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

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Original Select Board Goals by Rank					
Member	Rank	Goal	Comment	Subject 1	Subject 2
Ackerman	1	Cut costs and tighten Town budget	Hiring freeze, health insurance, decrease borrowing	Budget	Admin
Dane	1	Promote efficiency, quality, & focus of SB and Town government	Encourage in-person meeting to build community and communication	Admin	Admin
Escobedo	1	Support Housing Production Plan and goals	Support transfer fee and MBTA communities zoning	Housing	Taxes
Hartman	1	Residential Tax Exemption re: school debt	Reduce real estate impact of school debt on low value homes	Budget	Taxes
Howell	1	Support MBTA communities zoning		Housing	Taxes
Ackerman	2	Explore ways to enhance revenue	User fees, local sales tax, pilot program, enterprise funds	Budget	Taxes
Dane	2	Residential Tax Exemption re: school debt	Eliminate middle school debt impact for lowest 1/3 of homes	Budget	Taxes
Escobedo	2	Outline Town Manager and Dept. goals for Fiscal Year 2024	Priorities and use of ARPA funds	Admin	Budget
Hartman	2	Support MBTA communities zoning	Bring article to 2024 Annual Town Meeting	Housing	Housing
Howell	2	Support development of DEI plan	Provide resources to reach goal	DEI	DEI
Ackerman	3	Sponsor Town-wide Transportation Study	Support economy, diversity, and recreation	Transportation	Budget
Dane	3	Zoning to promote diversity of housing options	Explore options and incentives in addition to 40B and MBTA zoning	Housing	Housing
Escobedo	3	Strategic planning process to clarify 5-year priorities	Complete by December 2023	Admin	Budget
Hartman	3	Advance climate action via Solar Implementation Task Force		Climate	Climate
Howell	3	Revise Personnel Board charge and bylaw	Work with Personnel Board or current best practices	Admin	Admin

Consolidated Select Board Goals by Rank

Member	Rank	Goal	Action Item	Comment	Subject 1	Subject 2
Dane	1	Promote efficiency, quality, & focus of SB and Town government Cut costs & tighten Town budget, enhance revenue, outline	On-going	Encourage in-person meeting to build community and communication TA - Hiring freeze, health insurance, decrease borrowing; user fees, local sales tax, pilot program, enterprise funds	Admin	Admin
Ackerman, Escobedo	TA - 1 & 2 LE - 2 & 3 MH - 1	Town Manager & Dept. goals for FY 2024, strategic planning process to clarify 5-year priorities	Town Staff to prepare a report for the first Select Board meeting in September Meet with the Board of Assessors at the first Select Board meeting in August	LE - Priorities & use of ARPA; complete by December Reduce real estate impact of school debt on low value homes; eliminate middle school debt impact for lowest 1/3 of homes	Budget	Admin
Hartman, Dane	HD - 2	Residential Tax Exemption re: school debt			Budget	Taxes
Escobedo, Howell, Hartman, Dane	LE - 1 MLH - 1 MH - 2 HD - 3	Support MBTA communities zoning & Housing Production Plan & HPP goals	Select Board to participate and publicize community forums (though not lead forums); Select Board to promote citizen education on Section 3A; Select Board to promote citizen engagement at Town Meeting; Select Board Liaison to organize future check-in with Planning Board and/or Planning and Land Management	LE - Support transfer fee & MBTA zoning MH - Bring article to 2024 Annual Town Meeting HD - Explore options & incentives in addition to 40B & MBTA zoning	Housing	Taxes
Howell	2	Support development of DEI plan	On-going; Select Board Liaison to organize future check-in with Board	Provide resources to reach goal	DEI	DEI
Hartman	3	Advance climate action via Solar Implementation Task Force	On-going; Select Board Liaison to organize future check-in with Board	N/A	Climate	Climate
Ackerman	3	Sponsor Town-wide Transportation Study	On-going; Select Board Liaison to organize future check-in with Board	Support economy, diversity, and recreation	Transportation	Budget
Howell	3	Revise Personnel Board charge and bylaw	On-going; Select Board Liaison to organize future check-in with Board	Work with Personnel Board or current best practices	Admin	Admin

Code of Conduct



GUIDELINES FOR TOWN BOARDS AND COMMITTEES

I. PURPOSE

These guidelines serve as the standard for achieving and maintaining a high level of public confidence, trust, and professional respect with regard to how the Town of Concord (the “Town”) and its officials conduct business. These guidelines are intended to define and create a centralized understanding with regard to standards of conduct.

The Select Board recognizes the importance of maintaining professional standards at all levels of the government, including for those who volunteer their time and services on behalf of the Town. The Select Board encourages other boards and committees of the Town who are not appointed by the Select Board to adopt these guidelines.

II. APPLICABILITY

These guidelines apply to the Select Board; to all other Town boards, commissions, and committees appointed by the Select Board or the Town Manager/Town Administrator; and to all presiding officers, board members, commission members, committee members, public officials, and other representatives of the Town appointed by the Select Board, or Town Manager/Town Administrator while acting in their official capacity or while acting on behalf of the Town.

III. CODE OF CONDUCT

All members of the Select Board and all other individuals listed above assume the following obligations and commitments:

A. Conduct Generally and in Relation to the Community

- Stay informed about the local and state duties of a board or committee member.
- Remember that you represent the Town at all times.
- Accept your position as a means of unselfish public service and do not attempt to benefit

personally, professionally, or financially from your position.

- Recognize that the chief function of local government at all times is to serve the best interests of all of the people.
- Demonstrate respect for the public that you serve.
- Safeguard all confidential information, including, without limitation, privileged attorney- client communications.
- Seek no favors and understand that personal aggrandizement or profit secured by holding these positions is often dishonest and may be unlawful.
- Conduct yourself so as to maintain public confidence in our local government.
- Conduct official business in such a manner as to give the clear impression that you cannot be improperly influenced in the performance of your official duties.
- Unless specifically exempted (e.g., Executive Session), conduct the business of the public in a manner that promotes open and transparent government and maintains full compliance with the Open Meeting Law.
- Comply as fully as possible with all Town policies.
- Comply as fully as possible with all applicable laws, including, without limitation, the following:
 - The Open Meeting Law (G. L. c. 30A, §§ 18-25)
 - Procurement Laws (G. L. c. 30B)
 - The Ethics/Conflict of Interest Statute (G. L. c. 268A)
 - The Public Records Law (G.L. c. 66, § 10).

B. Conduct in Relation to Your Fellow Board/Commission/Committee Members

- Treat all members of the board/commission/committee with respect despite differences of opinion; professional respect does not preclude honest differences of opinion but requires respect within those differences.
- Recognize your responsibility to attend all meetings to assure a quorum and promptly notify the chair should you for any reason be absent from a given meeting or be unable or unwilling to continue to serve. Formal notice to resign from a board/commission/committee requires written notification to the Town Clerk.
- Recognize that action at official legal meetings is binding and that you alone cannot bind the board/commission/committee outside of such meetings.
- Refrain from making statements or promises as to how you will vote on quasi-judicial matters that will come before the board until you have had an opportunity to hear the pros and cons of the issue during a public meeting.

- Uphold the intent of executive session and respect the privileged communication that exists in executive session.
- Make decisions only after the presentation and discussion of all facts applicable to a question.

C. Conduct in Relation to the Town Manager/Town Administrator

- Recognize and support the administrative chain of command and refuse to act on complaints as an individual outside the administration.
- Give the Town Manager/Town Administrator full responsibility for making and implementing their decisions.
- Refrain from giving orders or directions to the Town Manager/Town Administrator for action as an individual Select Board member.
- Refrain from giving instructions to or requesting assistance from Town department heads, but rather channel all such activities through the full board/commission/committee and the Town Manager.
- Refrain from providing information to the Town Manager/Administrator that you would not be willing to share with other Board members.

D. Conduct in Relation to Town Staff

- Treat all staff as professionals and respect the abilities, experience, and dignity of each.
- Direct questions about Town staff or requests for additional background information to the Town Manager/Administrator.
- Avoid publicly criticizing an individual employee or a department; only raise concerns about staff performance to the Town Manager/Administrator through private communication.
- Ensure that all requests for staff support go through the Town Manager's/Town Administrator's office.

IV. GUIDELINES FOR INDIVIDUALS SPEAKING AT PUBLIC MEETINGS

- The chair of the public body is responsible for conducting all public meetings in an orderly and peaceable manner.
- The public body may allow a public comment session during the open session of a public meeting. If public comment is posted on the meeting agenda, the session will last for no more than fifteen minutes. Each speaker during the public comment session shall be limited to a maximum of three minutes.
- Members of the public may speak only with the permission of the chair. To maintain an

orderly and peaceable meeting, all speakers must identify themselves by name and address prior to speaking.

- All remarks shall be addressed to or through the chair or to the public body as a whole. Matters presented by speakers during a public comment session will not be debated or acted upon by the public body at the time they are presented.
- All persons addressing the public body must conduct themselves in a peaceable and orderly manner. Such persons may not make true threats of violence or incite imminent lawless conduct by others. Additionally, speakers are encouraged to refrain from making any personal, impertinent, unduly repetitive, slanderous, or profane remarks. Speakers are further encouraged to respect the views and opinions of others (including members of the public body and the general public) and to treat others as the speaker wishes to be treated.
- Individuals in attendance at a public meeting may not interrupt recognized speakers or members of the public body. Further, such individuals are encouraged to refrain from engaging in disorderly or boisterous conduct, including the utterance of loud, threatening, or abusive language; whistling; stamping of feet; or other acts which disrupt or otherwise impede the orderly conduct of any meeting.
- If any person disrupts the proceedings of a meeting, the chair shall give the person a clear warning to cease such disruption. If, after a clear warning, the person continues to be disruptive, the chair may order the person to withdraw. If the person so ordered fails to withdraw, the chair may authorize a constable or other officer to remove the person from the meeting.
- Whenever the public is allowed to participate in remote public meetings, the same rules and guidelines that apply to in-person meetings apply to their remote counterparts.
- Comments made during public comment sessions do not reflect the views or the positions of the public body before which the member of the public is speaking. Because of constitutional free speech principles, public bodies do not have the authority to prevent or limit all speech that may be upsetting or offensive during such sessions.

V. DISTRIBUTION AND EDUCATION

- The Town Clerk shall provide a copy of these guidelines to all members upon its issuance and upon the subsequent appointment or re-appointment of any member.
- The Town Clerk shall maintain and distribute educational materials from the State Ethics Commission to members.
- The Town Clerk shall develop a schedule of training programs to educate the Board and members on the Conflict of Interest Law and ensure compliance with said Law.

- The Town Clerk shall educate the Board, members, and officials on the Conflict of Interest Law and ensure compliance with annual state mandated on-line training.

DRAFT



Concord Housing Foundation, Inc.

Working to Preserve Concord's Housing Diversity

July 14, 2023

Michael Busby
40B Planning and Programs Specialist
Mass Housing
One Beacon St., 7th Floor
Boston MA 02108

**40B Application of NOVO Riverside Commons Project
300 Baker Ave.
Concord MA**

Dear Mr. Busby

The Concord Housing Foundation would like to indicate its general support for a Section 40B project at this location. A number of our members attended the developer's presentation at the site. We are glad to see a project which will provide at least 20% affordable units, and agree that this site, already part of an office park, is one that will have relatively little negative impact on the historic buildings or character of the Town of Concord. However, we think there are a number of questions that need to be dealt with as planning for this project proceeds.

1. The project appears to take up all the available space. It has family sized units, including affordable units, which is good. The site is bounded by the railroad and adjoins a large office park, with no existing play area for children. A somewhat smaller project allowing room for a play area would satisfy this concern.
2. The project has the potential for excellent access to West Concord and the MBTA station there. However, pedestrian access across the Assabet River is essential and does not now exist. We believe the developer should build or contribute to the construction of this vital link. We think the owner, who also owns buildings in the office park, will also benefit because such a link makes it easier for workers to commute by public transportation, thus expanding the pool of workers who could take jobs at Baker Avenue.

P.O. Box 751, Concord, MA 01742

3. The developer's plans to preserve the green space around the bordering pond are appreciated. In particular, we were impressed by the apparent commitment to retain the large trees near the pond, and build a path along the shore of the pond. This feature should be retained in any changes in the design.
4. The project will obviously require sewerage. There is no room for on-site treatment. While this is a matter between the Town, the Department of Public Works and the developer, we hope the State will permit increased discharges from the Town sewage treatment plant and that the developer will contribute to any necessary connections and expanded treatment capacity.
5. Rental housing is at a premium in Concord. The project should be built with legally enforceable conditions that all of the units will remain rentals and not converted to condominiums.
6. The design of the buildings seems rather pedestrian. Concord deserves better, and we hope the developer can offer a revised design that has more character and is in keeping with the rest of the Town.
7. We welcome that developer's statement that the new buildings will comply with Concord's green energy building codes. Even if the Town does not become a site of a pilot for "fossil free new construction," we hope that the project will not use fossil fuels. In addition, we would like to see solar panels included in the roof and any parking canopies.
8. Traffic will obviously be an issue. This can be somewhat relieved by the bridge across the Assabet discussed above. The developer should estimate the increased traffic burden on Baker Ave and contribute to any changes necessary to ease traffic flow and minimize pedestrian risk at the Main Street/Baker Avenue intersection.

While these concerns should be addressed effectively, we continue to welcome the addition of rental units, with 20%-25% affordable, at this site.

Frank Feeley
President
Concord Housing Foundation
347 Lexington Road
Concord MA 01742

P.O. Box 751, Concord, MA 01742

Cc: Select Board, Town of Concord
Linda Miller, Chair, Concord Planning Board
Theo Kindermans, Chair, Concord Zoning Board of Appeals
Kerry LaFleur, Town Manager
Megan Zamutto, Deputy Town Manager
Elizabeth Hughes, Town Planner

P.O. Box 751, Concord, MA 01742

Emails to Select Board Chair:

I. July 12, 2023 – Melissa Saalfield, 7 Concord Greene, #7

Dear Henry,

As a resident of Concord Greene I am writing to express my concern for the increased traffic on Baker Avenue that will very likely result from the proposed 40B development on the 292-294 Baker Avenue site. I understand that a traffic study will be conducted which, undoubtedly, will show that Baker Avenue is already a heavily traveled road used by residents of Concord Greene but also by employees of the many Baker Avenue businesses, their many patrons and other residents and visitors to our community.

I will be interested to learn if the traffic study will result in some traffic mitigation. The proposed development is an important project that will bring new options for housing in Concord, something I agree is very needed.

Melissa Saalfield
7 Concord Greene #7

II. July 16, 2023 – Tracie Dunn, 26 Laws Brook Road

Dear Town of Concord Government,

My name is Tracie Dunn and I live at 26 Laws Brook Rd, along the southern bank of Warners Pond. I am concerned the town has decided to remove the Warners Pond dam to return the pond back to a perennial stream (Nashoba Brook). I am aware of the benefits that are associated with dam removal to restore ecological functions, but that shouldn't be the only consideration, which is what the Natural Resources Department has presented as the Town's position. The Natural Resources Division has been evaluating options to improve the ecological health and recreational capacity at Warner's Pond since the development of the 2012 Watershed Management Plan, and has held multiple public meetings with the community along the way to obtain feedback and inform residents of the process. Dredging had been identified as the most effective long-term solution to address these goals. In August 2022, the engineer's opinion of probable cost to dredge 6 acres of the 54-acre pond was about \$3 million. The formal bid received in September 2022 came in at over \$9 million. A second contractor had intended to submit a bid, but was unable to do so due a family emergency. This contractor (SumCo) also provided a verbal project cost between \$8 and \$9 million. Recognizing the financial infeasibility of spending more than \$9 million to perform limited dredging, the Division had an Alternatives Analysis Report prepared over the last year that comprehensively evaluated dam removal, modified dredging, and the No-Action alternative. This report identified dam removal as the Preferred Alternative, which was also supported by a majority of the community that responded to the Division's survey. The Natural Resources Division understands that the decision for dam removal doesn't lie with town boards or staff, but with the voters of Town Meeting. The NRC will bring an article to 2024 Town Meeting requesting approval from the community to remove the Warner's Pond dam.

Improving fish habitat can be accomplished multiple ways. Dredging a pond is an acceptable method to also restore and improve fish habitat, remove invasive plant species, and improve

water quality. Most of the abutters want the pond to stay, and it could once again become a great recreational resource for the larger community. Trout could be stocked back into the pond if it were dredged, and it offers multiple other recreational opportunities including boating and ice skating (when cold enough during winter). Dredging would provide a maximum of 12 feet of depth in portions of the pond; most areas of the pond would remain at a 5-foot or shallower depth. Trout require cold water habitat, which is not provided in impounded, shallow systems such as Warner's Pond. The state does not stock trout at Warner's Pond since they would be unable to survive in the warm, shallow water. Deep kettle hole ponds such as Walden and White Ponds (around 50 feet deep) provide suitable trout habitat and are regularly stocked with trout by the state. Also, under the dam removal scenario, the deep hole at the northwestern cove (near the Gerow land) would remain. The size of this pond is estimated to be 4.5 acres, which is larger than the 3.5 acre Macone Pond off Lowell Road, another popular ice skating area. Recreational (boating) use following dam removal is anticipated to improve, both at the remaining ponded area and in the restored Nashoba Brook.

I read in the 2012 Warner Pond Management Plan the estimate to dredge the entire pond was around \$2.5 million. The 2012 Warner's Pond Watershed Management Plan provided an initial cost estimate between \$5 million and \$8 million to dredge the entire pond. Due to the increased cost to dredge in 2023, according to Natural Resources, that option is no longer a viable option. It was assumed the cost to dredge a fraction of the pond was closer to \$6million around 2019 or pre-Covid. The 2018 Dredging Feasibility Study projected the cost to dredge 6 acres of the pond between \$1.8 and \$2.2 million; the engineer's opinion of probable cost was updated in August 2022 to range between \$3 and \$3.3 million. According to Natural Resources, the cost to dredge the same fraction of the pond in 2023 is now based on one estimate that came in at \$9million. The \$9.5 million bid received to dredge 6 acres of the pond is attached.

We want to know what changed in the estimated/bids received by the town? Can the bids be shared? Fuel cost increases did occur during Covid - was that the main driver for the cost increase? Please see the attached bid. What would the cost be to re-seed the flood plain with native riparian species and manage all the invasives that will start to grow in the old ponded areas once the dam is removed? Assuming the creation of 35 acres of new wetlands created following dam removal (preliminary estimate from the Alternatives Analysis Report), and a cost of \$2,556/acre to reseed the wetlands (cost from New England Wetland Plants for New England Wetmix), the cost to seed the newly created wetlands following dam removal would be \$89,460. The Division estimates a cost of approximately \$100,000 for post-construction monitoring and adaptive management (including invasives species control in newly created wetlands). This is another added benefit of keeping the pond and dredging it. The invasives in it now can be more easily controlled cost effectively with aquatic herbicides, and they will be reduced by dredging and deepening the pond. Aquatic invasives would be reduced in the 6 acres of the pond where limited dredging was considered, but would remain in the majority of the pond. Achieving meaningful and long-term control of aquatic invasives would require multiple treatments per year over the course of multiple years due to the high concentrations of nutrients in pond sediments, ample light penetration in undredged areas of the pond, and the high flushing rate of the pond (water that enters the pond from the upstream Nashoba Brook exits the pond within 24 hours, reducing the retention time for herbicides to be in contact with aquatic invasives to effectively kill the plants).

Before dam removal is considered by the town, there are other options available to reduce the cost and to keep the Warners Pond abutters happy. Managing the riparian invasives that will appear post dam removal will be significant and a big challenge. These invasives also degrade wetland/riparian ecosystems, which should be seriously considered.

Is the town aware of the US Army Corps of Engineers' ecosystem restoration program, under the Continuing Authorities Program (CAP)?

<https://www.nae.usace.army.mil/Missions/Public-Services/Continuing-Authorities-Program/Section-206/>

If this program is viable, the Town would only have to pay for 35% of the construction costs after a feasibility study is first done to assess different alternatives to restore the aquatic ecosystem. Note: dredging would definitely be considered one of the alternatives for restoring the aquatic ecosystem of Warners Pond. The program conducts a benefit and cost analysis to implement different plans, including recreational benefits. Projects funded under this program need to have a clear benefit to a rare or significant habitat type or to a federally-listed species, neither of which occur at Warner's Pond. The Milford dredging project funded by this program used dredged material to recreate a rare Atlantic white cedar swamp on the site. Federal and state grant funding for inland dredging projects is extremely difficult to obtain, so dredging would need to be funded from the Town's capital budget and/or Community Preservation Act funding.

Before the Town of Concord makes any further decisions about removing the dam at Warners Pond, please share more details about the different costs estimates the town has already received to dredge the pond, and please initiate a feasibility study with the US Army Corps of Engineers to study all the benefits and costs of all possible alternatives (including dredging). The most beneficial alternative would then be constructed, and the Town would only pay for 35% of the construction costs. A more thorough and equal consideration of possible alternatives, and pursuing ideas involving collaboration with organizations that exist to assist with these decisions (and also pay for the majority of the construction costs) is what the Concord residents who use Warners Pond want.

Thank you
-Tracie

III. July 19, 2023 – Alan Cathcart, Director of Public Works

Good morning,

I see from the e-mail string below that someone was or maybe has already reached out to Concord Public Works? As this is the first I am hearing of this, I can't provide any helpful feedback but I will circle back with our Engineers to see what (if anything) they know or understand.

As most of you are very well aware, over the past several years, Public Works has planned, designed, bid and are now overseeing the reconstruction of a rather significant section of Commonwealth Avenue, which involves some limited drainage improvements. I do know the

Engineering team has provided considerable notice of all of these efforts. If this is new information, I would caution that the existing construction schedule coupled with what are historically complicated private/public agreements/partnerships may make it very difficult to add like this to the project. Solutions that appear to be a simple on the face of it are generally far more complicated when you drill into the facts and details – especially when it comes to public/private interests.

While I believe Mr. Dane's initial cautionary note is sound, I am cc'ing Steve Dookran, Town Engineer into this e-mail string. Obviously, time is of the essence so you should expect to hear back from our Engineering group when they have had a chance to review.

Regards,

Alan H. Cathcart, Director
Concord (MA) Public Works
Office: (978-318-3201)
Cell: (978-580-1697)