



OLD NORTH BRIDGE

TOWN OF CONCORD

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

Select Board Agenda

September 18, 2023 at 6:00 PM

Town House, Select Board Room, 22 Monument Square

Join Zoom Meeting

<https://us02web.zoom.us/j/85613703298?pwd=WTBzaGIETGkzSk12S09hSmRPMERHdz09>

Meeting ID: 856 1370 3298

Passcode: 088830

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: August 28, 2023 b. One Day Liquor Licenses: <ul style="list-style-type: none"> i. Wine and Malt Beverages for Lisa Krassner of Concord Museum on Friday, September 22, 2023 from 7:30 PM to 10:00 PM for the Concord Museum Contemporary Leaders event to be held at the Concord Museum ii. Wine and Malt Beverages for Jen Verrill of Verrill Farm on Saturday, September 23, 2023 from 12:00 PM to 6:00 PM for the True West Brewery Oktoberfest to be held at Verrill Farm iii. Wine and Malt Beverages for Jen Verrill of Verrill Farm on Tuesday, September 26, 2023 from 7:00 PM to 9:00 PM for the Culinary Guild of New England to be held at Verrill Farm iv. Wines and Malt Beverages for Rhea Brown-Bright of Beverly, MA on Saturday, September 30, 2023 from 1:00 PM to 6:30 PM for a Wedding to be held at West Concord Union Church v. All Alcoholic Beverages for the Concord Free Public Library on Saturday, October 14, 2023 from 7:00 PM to 10:30 PM for the 150th Anniversary to be held at the Concord Free Public Library c. Gift Acceptances: <ul style="list-style-type: none"> i. Gift to the Council on Aging in the amount of \$1,000.00 from Mr. and Mrs. John J. Langan d. Town Accountant Warrant: August 24, 2023; August 31, 2023; September 7, 2023; September 14, 2023

		<ul style="list-style-type: none"> e. Proclamations <ul style="list-style-type: none"> i. 150th Anniversary of the Concord Free Public Library ii. October as Concord-Carlisle Community Chest Month
III.	6:20 PM	<p>Committee Appointments</p> <ul style="list-style-type: none"> a. Irwin Hipsman of 49 Seymour Street for a term to expire May 31, 2026 to the PEG Access Advisory Committee b. Marianna Hill of 574 Harrington Avenue for a term to expire May 31, 2026 to the Transportation Advisory Committee
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	<p>Review and Approve the Regulatory Agreement and Declaration of Restricted Covenants for the Millrun Development</p> <p>Presenter: Liz Rust, Director of the Regional Housing Services Office</p>
VIII.	7:05 PM	<p>Review and Approve Amendment to Agreement to make payments in lieu of taxes between the Town of Concord and CHA Local Properties, LLC</p> <p>Presenter: Kerry Lafleur, Town Manager</p>
IX.	7:10 PM	<p>Public Hearing for the Underground Storage of Inflammable Materials at Nashawtuc Country Club, 1861 Sudbury Road</p> <p>Presenter: Chris Carpenter, General Manager</p>
X.	7:20 PM	<p>2229 Main Street Advisory Task Force Request for a Consultant and Legal Budget</p> <p>Presenter: Megan Zammuto, Deputy Town Manager and Paul Boehm, Chair of the 2229 Main Street Advisory Task Force</p>
XI.	7:40 PM	<p>Authorize the Town Manager to Solicit Quote for Employee Health Insurance from MIIA for Fiscal Year 2025</p> <p>Presenter: Kerry Lafleur, Town Manager</p>
XII.	7:50 PM	<p>Review and Approve Draft Letter for Federal Aviation Administration Public Comment</p> <p>Presenter: Henry Dane, Select Board Chair</p>
XIII.	8:00 PM	<p>Review and Approve Amendment to Letter to the Governor regarding Hanscom North Airfield Expansion</p> <p>Presenter: Henry Dane, Select Board Chair</p>

XIV.	8:10 PM	Communications and Documents of Interest for Information but Not Discussion
XV.	8:10 PM	Adjournment

**Times are approximate and subject to change*

Upcoming Meetings:

Tuesday, October 10, 2023

Monday, October 23, 2023

Monday, November 6, 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 meeting.

**Town of Concord
Select Board
Minutes
August 28, 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 August 28, 2023.

Present were: Henry Dane, Chair; Terri Ackerman, Linda Escobedo (via Zoom), and Mark Howell, Clerk Pro-Tem

* Ms. Escobedo joined via Zoom late during the discussion regarding Disclosures of Non-Elected Municipal Employees

* All votes taken reflect a Roll Call vote due to the members attending in hybrid format

Call to Order

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

Nominate a Clerk Pro-Tem

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to nominate Mark Howell as Clerk Pro-Tem.

Roll Call Vote:

Chair Dane – Aye

Ms. Ackerman – Aye

Mr. Howell – Aye

Mr. Howell noted that the above roll call vote shall serve as the current attendance of the meeting.

Public Comment

Sue Felshin of 19 Sunnyside Lane appeared before the Select Board and commented that the Public Comment portion of the meeting could be made clearer by calling the portion General Public Comment.

Consent Agenda

- a. Meeting Minutes: August 7, 2023
- b. One Day Liquor Licenses:
 - i. Wines & Malt Beverages Only for Richard D. Briggs Jr. of Provisors for the Provisors New England Annual Golf Outing at Concord Country Club, 246 ORNAC, on Monday, September 11, 2023 from 11:00 AM to 7:00 PM
 - ii. Wines & Malt Beverages Only for Jen Verrill of Verrill Farm for the Vegetarian Farm to Table at Verrill Farm, 11 Wheeler Road, on Wednesday, September 13, 2023 from 6:00 PM to 8:00 PM

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- iii. Wines & Malt Beverages Only for Robin Wagher of Keros Therapeutic & Jennifer Verrill of Verrill Farm for a Company Outing at Verrill Farm, 11 Wheeler Road, on Thursday, September 28, 2023 from 1:00 PM to 4:00 PM
- iv. All Alcoholic Beverages for Donald E. Hearn of Golf Course Superintendents Association of New England for the Scholarship and Benevolence Tournament at Concord Country Club, 246 ORNAC, on Tuesday, October 10, 2023 from 11:00 AM to 7:00 PM
- c. Gift Acceptances:
 - i. From the Concord-Carlisle Community Chest to the following Council on Aging Gift Accounts:
 - Outreach Worker Account - \$12,712.00
 - Social Services Coordinator - \$5,905.50
 - ii. From the Concord-Carlisle Community Chest to the Beede Center General Gift Account in the amount of \$1,514.00
 - iii. From the Concord-Carlisle Community Chest to the Beede Center General Gift Account in the amount of \$4,029.00
 - iv. From the Concord-Carlisle Youth Baseball to the Ripley Baseball Field Gift Account in the amount of \$7,700.00
 - v. From the Friends of the Concord Free Public Library to the Library Staff Gift Account in the amount of \$6,000.00
- d. Town Accountant Warrant: August 3, 2023; August 10, 2023; August 17, 2023
- e. Committee Nominations:
 - i. Irwin Hipsman of 49 Seymour Street for a term to expire May 31, 2026 to the PEG Access Advisory Committee
 - ii. Marianna Hill of 574 Harrington Avenue for a term to expire May 31, 2026 to the Transportation Advisory Committee

The Select Board thanked the many donors for their generous gifts.

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

Roll Call Vote:

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

Appointments

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to appoint Elizabeth Leonard of 23 MacMillan Drive as an Associate Member to the Zoning Board of Appeals for a term to expire May 31, 2026 and to appoint 93 voters

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as Election Officers for terms to expire on July 31, 2024 per the request of the Board of Registrars as included in the Select Board meeting packet.

Roll Call Vote:

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

In order to implement the vote taken by the Select Board at its last meeting to withdraw from the Acton-Concord Regional Emergency Communications Center, to authorize the Town Manager to engage the firm of Burns & Levinson, LLP under the terms of a letter dated August 18, 2023, to provide legal services in connection therewith

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to appoint Burns & Levinson, LLP as Special Counsel under the terms of a letter of engagement dated August 18, 2023.

Roll Call Vote:

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

Disclosure by Non-Elected Municipal Employee of Financial Interest as required by M.G.L. c. 268A, Section 19

- a. Sue Felshin, Planning Board – Section 19 A

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** as the appointing officials, as required by G.L. c. 268A, § 19 A, the Select Board has reviewed the particular matter and the financial interest identified above by Sue Felshin. The Select Board determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee.

Roll Call Vote:

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

- b. Jennifer Scheunemann, Economic Vitality Committee and Concord 2025 Executive Committee – Communications and Publicity Subcommittee – Section 19 A

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** as the appointing officials, as required by G.L. c. 268A, § 19 A, the Select Board

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has reviewed the particular matter and the financial interest identified above by Jennifer Scheunemann for the Economic Vitality Committee. The Select Board determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee.

Roll Call Vote:

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

Ms. Escobedo joined the meeting.

The Select Board did not vote on the disclosure for the Concord 2025 Executive Committee – Communications and Publicity Subcommittee.

Town Manager's Report

Town Manager Kerry Lafleur presented the Weekly Operations Reports for the weeks ending August 18 and August 25, 2023. The full reports can be viewed [here](#).

Ms. Escobedo noted that a staff member that was hired in the Information Technology Department resigned shortly after being hired due to salary and asked with the new Classification and Compensation Plan how the Town can directly compete.

Ms. Lafleur responded that this was a very specific situation in which the person was offered a salary in the private sector that was much beyond what the Town would have been able to offer and the Town must ensure that its salaries are equitable throughout the organization.

Chair's Report

Chair Dane did not have a report.

Select Board Liaison Reports

Select Board Liaison Reports were tabled until the next Select Board meeting.

Public Hearing for a Grant of Location Request for the Department of Corrections at 1238 Elm Street to 999 Barretts Mill Road

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to open the Public Hearing for the Grant of Location request for the Department of Corrections at 1238 Elm Street to 999 Barretts Mill Road.

Tony Adams, Vice President of Engineering at Comm-Tract, appeared before the Select Board on behalf of the Department of Corrections application for the Grant of Location request.

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Mr. Howell asked if the installation of the fiber optic cable is for the internal benefit and connection of the Department of Corrections.

Mr. Adams responded yes.

Upon a motion duly made and seconded, it was UNANIMOUSLY
voted: to close the Public Hearing.

Upon a motion duly made and seconded, it was UNANIMOUSLY
voted: to approve the Grant of Location request for the Department of Corrections at 1238 Elm Street to 999 Barretts Mill Road with the conditions outlined by Concord Public Works and Concord Municipal Light Plant as included in the Select Board meeting packet.

Roll Call Vote:

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

**Request to disband the Tax Relief Committee and amend the Hugh Cargill Trust
Committee charge to absorb the responsibilities**

Shannon McAndrew, Executive Assistant to the Select Board, appeared before the Select Board and presented a request on behalf of the Tax Relief Committee and Hugh Cargill Trust Committee to disband the Tax Relief Committee and for the Hugh Cargill Trust Committee to absorb the responsibilities of the committee, namely fundraising for the property tax relief program. Ms. McAndrew's full memorandum is included in the Select Board meeting packet.

Upon a motion duly made and seconded, it was UNANIMOUSLY
voted: to disband the Tax Relief Committee and amend the Hugh Cargill Trust Committee charge as included in the Select Board meeting packet.

Roll Call Vote:

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

Review and Approve Request for Special Parking Designations

Mimi Graney, Economic Vitality Manager appeared before the Select Board and presented on several special parking designations, including two fifteen (15)-minute parking spaces in the Town Center and a veterans parking space in front of the Town House. Ms. Graney's full memorandum is included in the Select Board meeting packet.

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Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve the request for special parking designations as included in the Select Board meeting packet.

Roll Call Vote:

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

Review and Approve Request to Site Food Truck on Public Property

Mimi Graney, Economic Vitality Manager, appeared before the Select Board and presented on the proposed Food Truck Regulations that are to be referenced internally by Town staff for processes and to request to site a food truck on public property in the Town Parking Lot on Keyes Road on five Thursdays between September 28, 2023 to October 26, 2023 from 4:00 PM to 7:00 PM. Ms. Graney’s full memorandum is included in the Select Board meeting packet.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve the request to site food trucks on public property in the Concord Town Parking Lot on Keyes Road on Thursdays only, September 28, 2023 to October 26, 2023 from 4:00 PM to 7:00 PM.

Roll Call Vote:

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

Review and Approve Spending Priorities to Implement the Housing Production Plan

Keith Bergman, Chair of the Concord Municipal Affordable Housing Trust, appeared before the Select Board to present on spending priorities to implement the Housing Production Plan.

Ms. Ackerman asked if the CMAHT is applying for \$500,000.00 from both Free Cash and the Community Preservation Committee.

Mr. Bergman responded that CMAHT is applying for up to \$500,000.00 from both funding sources.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** that pursuant to CMAHT Bylaw Section 6, Item 18, to approve a policy statement developed by the Trust for a proposed spending plan to implement production strategies in the FY 2023 – FY 2028 Housing Production Plan as follows:

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1. Support the Trust in allocating its funds to advance certain projects in FY 2024 as those projects become ready to proceed, and by inviting funding applications;
2. Support the Trust in reserving its funds to advance projects anticipated to be ready to apply to the Trust for funding in FY 2024 and beyond; and
3. Encourage the Trust to pursue additional funding to implement Housing Production Plans strategies by (a) applying to the Community Preservation Committee for further CPA funds and to the Town Manager through the Capital Improvement Plan process for Town ARPA funds; and (b) by continuing to pursue State authorization for a real estate transfer fee and building permit surcharge to fund the Trust.

Roll Call Vote:

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

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

Ms. Ackerman presented on further revisions to the letter to the Governor regarding Hanscom North Airfield Expansion, noting that the present draft of the letter was significantly shortened, which she is disappointed about, but would like to move forward with the four Hanscom Area Town Select Board communities approving the letter.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve the revisions to the letter to the Governor regarding Hanscom North Airfield Expansion as included in the Select Board meeting packet.

Roll Call Vote:

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

Mr. Dane noted that in the Select Board meeting packet that there is a further opportunity to provide comment to the Federal Aviation Administration on noise which must be submitted by September 29, 2023. More information can be viewed on the Town's website [here](#).

Ms. Ackerman responded that she will not be in attendance at the next Select Board meeting on September 18, 2023, but that she can draft a letter to be submitted for comment to the FAA and submit it to the Select Board for comment.

Kerry Lafleur, Town Manager, added that Chris Carmody, Risk and Compliance Manager, can help draft the letter if needed.

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Heidi Kaiter of 100 Elm Brook Lane commented that on Sunday, August 27, 2023 sometime between 10:00 AM to 2:00 PM, a jet flew in such proximity to her home that it caused her home to shake and voiced concern as this had never happened before.

Chair Dane asked if a list serve could be assembled for residents that wish to receive updated correspondence on Hansom North Airfield could sign up like such to receive updates on the Select Board, Planning Board, etc.

Lois Suarez of 34 Everett Street commented that she also felt the same shake in her apartment that Ms. Kaiter voiced concern about.

Kate Cavanaugh of 409 Old Bedford Road concurred with Ms. Kaiter and Ms. Suarez.

Discuss Fiscal Year 2024 Town Manager Goals and Fiscal Year 2024 Town Departmental Goals

Kerry Lafleur, Town Manager, presented on the Fiscal Year 2024 Town Manager Goals and the Fiscal Year 2024 Town Department Goals. A full list of the goals are included in the Select Board meeting packet. Ms. Lafleur reviewed the Organizational Resilience goals, noting of a goal to analyze all collective bargaining agreements, with five collective bargaining agreements expiring on June 30, 2024.

Chair Dane asked if it would be more appropriate to stagger the expirations of the collective bargaining agreements so that all the agreements do not need to be worked on at once.

Ms. Lafleur continued that the Town is continuing to fill staff vacancies and to highlight unique benefits and competitive salaries working for the Town. Ms. Lafleur continued to review Diversity, Equity, and Inclusion goals, highlighting Tea with the Town Manager for staff to meet in a more informal setting with the Town Manager to provide feedback and a Professional Development Committee to highlight internal professional development opportunities. Ms. Lafleur continued to review Effective Governance and Communications goals, highlighting Senior Management Teams weekly meetings, and growing this meeting to include Division Managers. Ms. Lafleur continued to review Financial Resilience goals, highlighting that there will be a formal application process for ARPA funds for Fiscal Year 2025 and creating a five-year Capital Plan for Fiscal Year 2025-2029.

Ms. Ackerman asked if a goal should be added to the Financial Resilience goals regarding tangible ways to tighten the Town's budget.

Ms. Lafleur concurred.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to adopt the Fiscal Year 2024 Town Manager Goals.

Roll Call Vote:

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

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 at 8:48 PM.

Roll Call Vote:

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

The meeting adjourned at 8:48 PM.

Meeting Materials:

[Select Board Meeting Packet for August 28th](#)

[Select Board Meeting Recording for August 28th](#)



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

To: Concord Select Board

From: Shannon McAndrew, Executive Assistant to the Select Board

Date: September 18, 2023

Re: One Day Liquor License – Lisa Krassner of Concord Museum

Included in your packet is a One Day Liquor License for Lisa Krassner of the Concord Museum for an event to be held at 53 Cambridge Turnpike. The application is for the Concord Museum Contemporary Leaders event, for Wine and Malt Beverages, on Friday, September 22, 2023 from 7:30 PM to 10:00 PM.

The application is complete with TIPS Certification and payment.

RECEIVED
SEP 07 2023



PAID

TOWN OF CONCORD
TOWN MANAGER'S OFFICE

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 \$ 75

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

NAME: (please print)

Lisa Krassner

COMPANY or organization:

Concord Museum

ADDRESS:

53 Cambridge Tpke, Concord MA 01742

TELEPHONE:

978-369-9763

DATE(S) APPLIED FOR:

September 22, 2023

EVENT:

Concord Museum Contemporary Leaders

HOURS OF OPERATION:

7:30-10

PREMISES TO BE LICENSED:

Concord Museum

ADDRESS OF PREMISE LICENSED:

53 Cambridge Tpke

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:

Lisa Krassner

Date:

9/5/23



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

To: Concord Select Board

From: Shannon McAndrew, Executive Assistant to the Select Board

Date: September 18, 2023

Re: One Day Liquor Licenses – Jennifer Verrill of Verrill Farm

Included in your packet are two (2) One Day Liquor License applications for Jennifer Verrill of Verrill Farm for events to be held at 11 Wheeler Road. The applications are for:

- Wine and Malt Beverages on Saturday, September 23, 2023 from 12:00 PM to 6:00 PM for True West Brewery Oktoberfest
- Wine and Malt Beverages on Tuesday, September 26, 2023 from 7:00 PM to 9:00 PM for an event for the Culinary Guild of New England

The application are complete with TIPS Certifications from Simply Serve and payment.



PAID

RECEIVED
AUG 15 2023

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

Fee: \$75.00/per day - One Day All Alcoholic and/or Wines & Malt Beverages Only Amount Paid \$ 75

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

NAME: (please print) Jennifer Verrill

COMPANY or organization: Verrill Farm

ADDRESS: 11 Wheeler Rd. Concord MA 01742

TELEPHONE: 978-369-4494

DATE(S) APPLIED FOR: Sept. 23, 2023

EVENT: True West Brewery Dinner Oktoberfest

HOURS OF OPERATION: 12-6 pm.

PREMISES TO BE LICENSED: Verrill Farm

ADDRESS OF PREMISE LICENSED: 11 Wheeler Rd

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: Jennifer Verrill Date: 8/14/2023

RECEIVED
AUG 15 2023

TOWN OF CONCORD
TOWN MANAGER'S OFFICE

 **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 \$ 75

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

NAME: (please print) Jen Verrill

COMPANY or organization: Verrill Farm

ADDRESS: 11 Wheeler Rd. Concord

TELEPHONE: 978 369-4494

DATE(S) APPLIED FOR: Sept. 20, 2023

EVENT: Culinary Guild of New England

HOURS OF OPERATION: 7-9 pm

PREMISES TO BE LICENSED: Verrill Farm

ADDRESS OF PREMISE LICENSED: 11 Wheeler Rd.

License is for the Sale of:

All Alcoholic Beverages	<input type="checkbox"/>
Wines & Malt Beverages Only	<input checked="" type="checkbox"/>
Wines Only	<input type="checkbox"/>
Malt Beverages Only	<input type="checkbox"/>

The Licensed Activity or Enterprise is:

For Profit	<input checked="" type="checkbox"/>
Non-Profit	<input type="checkbox"/>

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:  Date: August 14, 2023



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

To: Concord Select Board

From: Shannon McAndrew, Executive Assistant to the Select Board

Date: September 18, 2023

Re: One Day Liquor License – Rhea Brown-Bright of Beverly, MA

Included in your packet is a One Day Liquor License for Rhea Brown-Bright of Beverly, Massachusetts for an event to be held at 1317 Main Street. The application is for a wedding at the West Concord Union Church, for Wines and Malt Beverages, on Saturday, September 30, 2023 from 1:00 PM to 6:00 PM.

The application is complete with TIPS Certification and payment.



PAID

Shannon McAndrew

From: noreply@civicplus.com
Sent: Thursday, August 31, 2023 11:06 AM
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	Rhea & Katie Wedding
Applicant Name	Rhea Brown-Bright
Email Address	rheawanda.bb@gmail.com
Applicant Address	9 Charles St, Apt 2.
City	Beverly
State	MA
Zip Code	01915
Phone Number	4056254738
Name of Event	Wedding
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	9/30/2023 1:00 PM
End Time	6:30 PM
Premises to be Licensed	West Concord Union Church
City	Concord
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? Yes

If NO, number of years licensed? *Field not completed.*

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 Rhea Brown-Bright

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 cards have been included with this application, Copies of card(s) will be mailed separately to the Town Manager's Office

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.](#)



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

To: Concord Select Board

From: Shannon McAndrew, Executive Assistant to the Select Board

Date: September 18, 2023

Re: One Day Liquor License – Concord Free Public Library

Included in your packet is a One Day Liquor License for the Concord Free Public Library for an event to be held at 129 Main Street. The application is for the 150th Anniversary event at the Concord Free Public Library, for Wines and Malt Beverages, on Saturday, October 14, 2023 from 7:00 Pm to 10:30 PM.

The application is complete with TIPS Certifications, though the Concord Free Public Library has asked that the Select Board consider the waiving of the application fee of \$75.00.

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 \$** Requesting waiver from Select Board

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

NAME: (please print) Sofia Ghannam
COMPANY or organization: Concord Free Public Library Corporation
ADDRESS: 129 Main Street
TELEPHONE: 978 318 3355
DATE(S) APPLIED FOR: 10/14/2023
EVENT: 150th Anniversary Event
HOURS OF OPERATION: 7-pm -10:30pm
PREMISES TO BE LICENSED: Concord Free Public Library
ADDRESS OF PREMISE LICENSED: 129 Main Street

License is for the Sale of:

All Alcoholic Beverages	<input checked="" type="checkbox"/>
Wines & Malt Beverages Only	<input type="checkbox"/>
Wines Only	<input type="checkbox"/>
Malt Beverages Only	<input type="checkbox"/>

The Licensed Activity or Enterprise is:

For Profit	<input type="checkbox"/>
Non-Profit	<input checked="" type="checkbox"/>

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: Sofia Ghannam **Date:** 09/01/23

Town of Concord
Finance Department
memorandum

TO: Kerry A. Lafleur, Town Manager
FROM: Stephen Daly, Interim Finance Director 
SUBJ: Council on Aging Gift
DATE: August 24, 2023

Please place on the Select Board's agenda the following gift to the Council on Aging.

Mr. & Mrs. John J. Langan
34 Center Village Drive
Concord, MA 01742-2900

\$1000.00

Account:
0023-520-541-0623-4850-0
Council on Aging Gift Account

Accepted: _____
Clerk

Date: _____

COMMONWEALTH OF MASSACHUSETTS
TOWN OF CONCORD
SELECT BOARD

PROCLAMATION

CONCORD FREE PUBLIC LIBRARY DAY - OCTOBER 1, 2023

- WHEREAS* Concord citizen, William Munroe, generously provided funds to construct the first public library building in the Town of Concord that would be worthy of its unique literary heritage, revolutionary history, and culture; and,
- WHEREAS* Munroe enlisted support from leading Concord citizens to be stewards of the new library building and its art through the establishment of the Concord Free Public Library Corporation and Trustees in 1873; and,
- WHEREAS* Their efforts culminated with the citizens of the Town of Concord gathering at the Town House on Wednesday, October 1, 1873 to dedicate the Concord Free Public Library with a keynote address by Library Committee member, Ralph Waldo Emerson; and,
- WHEREAS* The Concord Free Public Library Committee, established in 1852, continues to envision the future of the Library's services; and,
- WHEREAS* The Friends of the Concord Free Public Library since 1970 have supported Library's services and programs with funds raised from their outstanding book sales; and,
- WHEREAS* The Concord Free Public Library has two locations, a collection that contains a quarter million physical items, is used more than a half million times per year, and welcomes more than 350,000 visitors annually; and,
- WHEREAS* The William Munroe Special Collections is the most comprehensive archive of materials related to Concord history, life, landscape, literature, and people; and,
- WHEREAS* The Town of Concord and the Library Corporation have been partners for 150 years; and,
- WHEREAS* the Concord Free Public Library is celebrated by the citizens of the Town of Concord as a place that inspires lifelong learning and promotes personal enrichment by connecting the community to information, ideas, culture, unique historical resources, and each other in a tradition of innovation and excellence.

NOW THEREFORE, We, the Select Board of the Town of Concord does hereby proclaim Sunday, October 1, 2023 as **Concord Free Public Library Day** in the Town of Concord and urges all citizens to celebrate the Concord Free Public Library's one hundred and fifty years of dedicated service to its community.

CONCORD SELECT BOARD

COMMONWEALTH OF MASSACHUSETTS
TOWN OF CONCORD
SELECT BOARD

PROCLAMATION

**CONCORD-CARLISLE COMMUNITY CHEST MONTH
OCTOBER 2023**

- WHEREAS** For 76 years the Concord-Carlisle Community Chest has been providing support for local community human service organizations and programs; and
- WHEREAS** Recipient organizations funded by the Concord-Carlisle Community Chest serve the needs of our neighbors from our youngest to our oldest; and
- WHEREAS** The Concord-Carlisle Community Chest supports nonprofit organizations that address critical needs in our community in the areas of food insecurity, mental health, domestic violence, elder support, affordable housing, education, legal aid, physical disabilities, childcare & family services; and
- WHEREAS** The Concord-Carlisle Community Chest, carefully evaluates each funding request for operating expenses and innovative projects to ensure that donations are spent efficiently and effectively; and
- WHEREAS** The Concord-Carlisle Community Chest assists recipient organizations and the Town at large to respond to emergency needs identified by human service professionals and concerned citizens; and
- WHEREAS** The Concord-Carlisle Community Chest depends upon the generous contributions by thousands of individual and business supporters; and
- WHEREAS** The Concord-Carlisle Community Chest's Annual Fund begins October 1, 2023;

NOW THEREFORE, We, the Select Board of the Town of Concord, Massachusetts, in celebration of the 76th anniversary of the Concord-Carlisle Community Chest, do hereby proclaim the month of October 2023 as **CONCORD-CARLISLE COMMUNITY CHEST MONTH** in the Town of Concord to recognize the vital role the Community Chest plays in the life of our town since its founding in 1947 and to wish the Community Chest success in their Annual Fund.

CONCORD SELECT BOARD



TOWN OF CONCORD

Office of the Town Manager

Operational Status Reports and Departmental Updates
For the week ending September 8, 2023

Police Department

Activity Log:

- Log items: 604
- Traffic enforcements: 43
- Motor vehicle stops: 36
- Motor vehicle crashes and/or paper exchanges: 12
- Arrests: 3

Community

- Sergeant Joseph Connell retired from the Department after thirty years of service.
- Officer Lordan and Dispatcher Pagnotta visited the Guild School on Virginia Road to take part in their Touch a Truck event for the students at the school.
- Lieutenant Goldman, Lieutenant Landers, and Assistant Fire Chief Whitney conducted interviews for police officer candidates. A total of 6 candidates were interviewed for the position.

Fire Department:

Calls for Service:

There were 101 calls for service over the last week, including a mutual aid response to the Town of Lincoln for a structure fire.

Personnel:



Firefighter Adam Kaminski-Miller graduated from the Massachusetts Firefighting Academy ten-week recruit course on Friday, August 31st. We are happy to have him back on shift!

Fire Prevention:

The first round of four annual school fire drills were conducted at all public schools this week.

Several annual required inspections were conducted this week including both Department of Corrections facilities.

Fire Prevention has been working to bring awareness to a Massachusetts Fire Code requirement that certain venues must have a "crowd manager" This requirement was an outcome of the tragic Station Nightclub fire that occurred in 2003 in West Warwick, Rhode Island. Although primarily focused (and mandated) at nightclubs, concert halls, and other similar type establishments, having a certified Crowd Manager supervising conditions at large indoor events can be a very beneficial safety practice.

The training and certification program takes about an hour online and is free. For more information about the program, go to <https://www.mass.gov/crowd-manager-regulations-and-training-program>.

Emergency Management:

As we begin to follow Hurricane Lee’s progress, currently a category 5 hurricane hundreds of miles east of the Caribbean, this is a great time to remind everyone of the preparations you should be considering during hurricane season. Please take a look at the preparedness information from NOAA found at <https://www.noaa.gov/hurricane-prep>

Council on Aging:

If you name, it right... they will come. “Artificial Intelligence? I Can’t Even Work the Self Checkouts at the Supermarket!” ... was a cool program to attend on a hot, hazy & humid day. On Thursday, Dr. Ron Ruben, from Therapy Gardens in Brockton, told Concord senior residents that technology is moving fast, but it’s not too late to catch up or jump right in. From virtual reality to chatbots to deep fakes, seniors found out more about AI in a fun and supportive atmosphere at the COA.





TOWN OF CONCORD

Office of the Town Manager

Operational Status Reports and Departmental Updates

For the week ending September 15, 2023

Police Department

Activity Log:

- Log items: 660
- Traffic enforcements: 48
- Motor vehicle stops: 37
- Motor vehicle crashes and/or paper exchanges: 10
- Arrests: 1

Community

- Department members worked with several departments including CFD, CMLP and the DPW assisting with storm related calls for service throughout town.
- Officers assisted with the Town Agriculture Day.
- Sergeant Mancuso was presented with the Al Filipov Award from the Concord Rotary Club which honors first responders who “sacrifice each day for the protection and safety of our community”.
- Detective Rodriguez conducted an ALICE (Alert, Lockdown, Inform, Counter, Evacuate) presentation for faculty and students at The Middlesex School.

Fire Department:

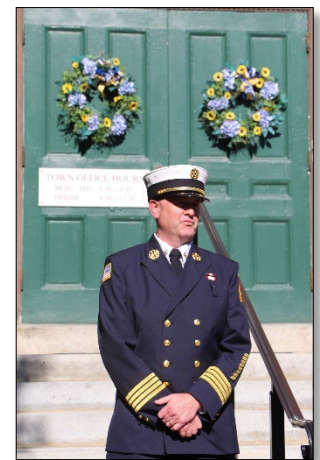
Calls for Service: There were 153 calls for service over the last week. Forty-one calls occurred on Friday 9/8/23, many related to the high winds during the afternoon thunderstorm. FF Harries responded to a dive team activation in the City of Framingham, and Lieutenant Nelson responded to a technical-rescue team activation in the Town of Hopkinton

Personnel: Assistant Fire Chief Brian Whitney was sworn in on Wednesday September 14, 2023 by Town Clerk Kaari Tari at the Town House.

Fire Prevention: Assistant Chief Latta and Lieutenant Nichols attended a class on electrical storage systems (ESS). The increasingly popular energy storage is presenting hazards to the fire service and our fire prevention staff are working to stay current and be involved in the advocacy of necessary codes

Emergency Management: Town departments met on Thursday 9/14 to discuss preparations for Hurricane Lee. Staffing for the storm, areas of concern and logistical needs were identified. The link below is a great source of information for hurricane preparedness.

<https://www.noaa.gov/hurricane-prep>



Department of Public Works

Water & Sewer:

On September 15th, long time Operations Team Member, Crew Leader Peter Hardy will retire from his service with the Water & Sewer Division. Peter began his career in Concord back in 1984 when he was hired as an equipment operator, working within the Highway & Grounds Division. In 1987, he took a temporarily leave of absence to hone his operator skills in the private sector, before returning to his home in public works in 1996, taking up court within the Water/Sewer Division. In recent years, Peter's natural abilities in "coaching" and "mentoring" and his ever reliable "quick wit" has been invaluable in helping our entire operations group develop and grow.



Highway & Grounds:

Caterpillar 930M loader - Concord Public Works took receipt of a new Caterpillar 930M loader. This vehicle will be used to support operations and maintenance within public works. This was approved for purchase at the May 2022 town meeting.



Engineering:

Commonwealth Ave Improvements – The Town's contractor (Newport) has started on the curbing and sidewalks. The plan is to work on the south side of the street beginning at the Kenny Dunn Square and working toward the train tracks. They will be working in smaller sections of about 250 feet resetting the curbing and pouring new concrete sidewalk. The sidewalk area in front of the 13B property will be paved because the anticipated 13B private development project will impact the sidewalks which will then be replaced under that project. The sidewalk reconstruction phase is expected to go through the end of October and the contractor has committed to cleaning up the work zone and making it safe for Discover West Concord Day.

Planning and Land Management.

MBTA Communities Multi-Family Zoning:

A fourth MBTA Communities forum on the development of multi-family zoning that meets the State Law will be held on Wednesday, September 20th at 6:30 p.m. in the Town House Hearing Room. This will be a hybrid meeting so participants can join via Zoom. The link can be found on the Town's MBTA Communities webpage:

<https://concordma.gov/3292/MBTA-Communities> At this forum, the Town's consultant will go over the results from the online survey and mapping exercise and provide three alternative scenarios for potential zoning and overlay district that is in compliance with the State Law and Guidelines.

Community Preservation Committee:

The CPC received 19 applications totaling \$2,545,500 for consideration for FY25 CPA funding and the 2024 Annual Town Meeting. All the applications can be viewed online at:

<https://www.concordma.gov/1587/CPA-Funding-Applications-Past-Present>

Planning Board:

At the September 12th meeting, the Board heard a presentation from the Applicant for the Definitive Subdivision Plan at 80X & 1053 Main Street. The Applicant is continuing to address issues and concerns raised by the Board and Town Staff. The public hearing was continued to October 10th at 7:05 pm. The Board also heard a presentation from the Applicant for the redevelopment of 768 Elm Street, which proposes to demolish the Pappa Razzi restaurant and construct a new commercial building. The Board continued the public hearing to October 10th so that the traffic impact analysis and site plan can be reviewed by an outside consultant. The Sustainability Director Eric Simms came before the Board to discuss the Climate Action Committee's proposal to conduct a Climate Change Vulnerability Assessment. The Board was in full support of this action and expressed interest in supporting and participating in this effort.

Transportation Advisory Committee:

At the September 12th meeting, the TAC continued to discuss public transportation options, looking at the neighboring towns of Bedford and Lexington for their experience and the costs of running such services. The TAC will continue to investigate what options may be available including where there may be need and the density to support public transportation and what the cost of services would be. Senior Planner Erin Stevens continues to provide support on the launch of a Town-wide Comprehensive Transportation Study, the MBTA Communities draft zoning scenarios to prepare for September 20th's event and the Bike Share and the final work on the Bruce Freeman Rail Trail. Erin is finalizing a grant application for the Reconnecting Communities Federal grant for the Assabet River Bridge and Trail, as well as a Safe Routes to School grants. In addition, Erin worked on gathering quotes and continuing the work being done for the Concord Prison Cemetery project.



Regional Housing Services Office

Serving Acton, Bedford, Concord, Lexington, Lincoln, Maynard, Natick, Sudbury, Wayland, and Weston

Office Address: 37 Knox Trail, Acton, MA 01720
Phone: (978) 287-1092

Website: WWW.RHSOhousing.org
Email: INFO@RHSOhousing.org

August 28, 2023

To: Megan Zammuto

From: Liz Rust, RHSO

RE: Millrun Development – Select Board approval of Regulatory Agreement

Megan,

I am writing to request a short agenda item for the 9/18/23 Select Board agenda for the Board to approve and authorize the Town Manager to sign the Regulatory Agreement And Declaration of Restricted Covenants for the Millrun development.

The Millrun development was approved by the Concord Planning Board on August 24, 2020 as a 14 home plan, comprised of 10 detached homes, and 2 duplexes (4 units). The permit requires two restricted units – one at 80% AMI regulated as a Local Action Unit by EOHLC and Town of Concord and one unit at 150% AMI regulated solely by the Town of Concord.

The Select Board voted and signed the LIP application in October 2022.

The Regulatory Agreement is one piece of the affordable housing restriction. There is also a restriction attached to the deed to the buyer (deed restriction) that will be recorded when the buyer purchases the property.

The Regulatory Agreement presented for approval is the standard EOHLC agreement, and restricts the property in perpetuity.

We look forward to getting the RA approved on 9/18 so we can proceed to record the restriction. We have a buyer for the unit, and cannot proceed until the restriction is recorded.

I will attend on 9/18 to present the agenda item.

Please let me know if you have any comments or questions.

Sincerely,

Liz Rust

BROWN & BROWN, P.C.
COUNSELLORS-AT-LAW
110 GREAT ROAD
BEDFORD, MASSACHUSETTS 01730

JOHN F. BROWN - (1891-1959)

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

* ALSO ADMITTED IN NEW HAMPSHIRE

TELEPHONE (781) 275-7267
TELECOPIER (781) 275-6940
WEBSITE: www.brown-brown-pc.com
Email: pbrown@brown-brown-pc.com

OF COUNSEL
GEORGE E. FOOTE

August 28, 2023

Concord Select Board
220 Monument Square
Concord, MA 01742

Attn: Megan Zammuto

RE: Regulatory Agreement– Concord Millrun

Dear Ms. Zammuto:

Enclosed please find three (3) original sets of the Regulatory Agreement for the affordable unit at Concord Millrun. These documents have been signed by the developer as well as the lender, Enterprise Bank. Once executed by the Select Board, we will forward them to EOHLIC for execution.

I'll provide you with a fully executed original along with a copy of the recorded instrument in due course. I appreciate the Board's attention to this matter.

Very truly yours,



Pamela J. Brown

cc: Elizabeth Rust, RHSO
Client

INITIATIVE PROGRAM
REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
OWNERSHIP PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the “Agreement”) is made this 9th day of August 2023 by and among the Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities (“EOHLC”), pursuant to G.L. c. 23B §1 as amended by Chapter 7 of the Acts of 2023, the Town of Concord (“the Municipality”), and NOW Concord Main LLC, a Massachusetts limited liability company, having an address at PO Box 1775, Concord, MA 01742 and its successors and assigns (“Project Sponsor”).

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the “Act”) and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the “Regulations”) which establish the Local Initiative Program (“LIP”);

WHEREAS, the Project Sponsor has constructed a Planned Residential Development known as Concord Millrun on a 4.66-acre site on Main Street (now Millrun Lane) in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the “Project”);

WHEREAS, the Concord Zoning Board of Appeals granted a special permit for the Project, which is recorded in Middlesex County South District Registry of Deeds in Book 75642 at Page 94. The Project consists of a total fourteen (14) condominium units comprised of detached and attached dwellings (the “Units”). One (1) of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the “Low and Moderate Income Unit”);

WHEREAS, The Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to EOHLC to certify that the Low and Moderate Income Unit in the Project is a Local Action Unit (as that term is defined in the *Comprehensive Permit Guidelines* (the “Guidelines”)) published by EOHLC with the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, EOHLC has given and will give technical and other assistance to the Project;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the

parties hereto hereby acknowledge to the other, EOHLIC, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications"). In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other similar Units in the Project from the exterior, and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

- 1 of the Low and Moderate Income Units shall be one bedroom units;
- 0 of the Low and Moderate Income Units shall be two bedroom units;
- 0 of the Low and Moderate Income Units shall be three bedroom units; and,
- 0 of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

one bedroom units	-	700 square feet
two bedroom units	-	900 square feet
three bedroom units	-	1200 square feet
four bedroom units	-	1400 square feet

The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. The Project must also comply with all applicable local codes, ordinances and by-laws.

Each Low and Moderate Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development and (ii) whose assets do not exceed the limits specified in the Guidelines. A "Family" shall mean two or more persons who will live regularly in the Low or Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the **Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area (Middlesex County)**.

2. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low and Moderate Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. (a) At the time of sale of each Low and Moderate Income Unit by the Project Sponsor, the Project Sponsor shall execute and shall as a condition of the sale cause the purchaser

of the Low and Moderate Income Unit to execute an Affordable Housing Deed Rider in the form of Exhibit C attached hereto and made a part hereof (the "Deed Rider"). Such Deed Rider shall be attached to and made a part of the deed from the Project Sponsor to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Low and Moderate Income Unit to offer the Low and Moderate Income Unit to the Municipality and to EOHLC at a discounted purchase price more particularly described therein. The Municipality and EOHLC shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low and Moderate Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low and Moderate Income unit will be preserved each time that subsequent resales of the Low and Moderate Income unit occur. (The various requirements and restrictions regarding resale of a Low and Moderate Income Unit contained in the Deed Rider are hereinafter referred to as the ("Resale Restrictions")). If upon the initial resale or any subsequent resale of a Low and Moderate Income Unit, the Municipality and EOHLC are unable to find an Eligible Purchaser for the Low and Moderate Income Unit, and the Municipality and EOHLC each elect not to exercise its right to purchase the Low and Moderate Income Unit, then the then current owner of the Low and Moderate Income Unit shall have the right to sell the Low and Moderate Income Unit to any person, regardless of his income (an "Ineligible Purchaser") at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low and Moderate Income Unit, EOHLC must approve the terms of the Eligible Purchaser's mortgage financing as evidenced by EOHLC's issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Municipality agrees that in the event that it purchases a Low and Moderate Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low and Moderate Income Unit, that the Municipality shall within six (6) months of its acceptance of a deed of such Low and Moderate Income Unit, either (i) sell the Low and Moderate Income Unit to an Eligible Purchaser at the same price for which it purchased the Low and Moderate Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by EOHLC, subject to a Deed Rider satisfactory in form and substance to EOHLC and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to EOHLC, the method for selecting such Eligible Purchaser to be approved by EOHLC or (ii) rent the Low and Moderate Income Unit to a person who meets the income guidelines of the LIP Program, upon terms and conditions satisfactory to EOHLC and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low and Moderate income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low and Moderate Income Unit by the Municipality as provided herein the Low and Moderate Income Unit becomes vacant and remains vacant for more than ninety (90) days, then such Low and Moderate Income Unit shall cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low and Moderate Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor is in default hereunder; (2) the Project and Low and Moderate Income Unit each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low and Moderate Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low and Moderate Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by EOHLC to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low and Moderate Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the last preceding paragraph, or (iii) the Low and Moderate Income Unit is owned by EOHLC.

4. Intentionally Deleted.

5. (a) Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor must obtain EOHLC's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Unit. Such Marketing Plan must describe the buyer selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines, provided that any local preference shall apply only to the initial unit sales by the Project Sponsor. When submitted to EOHLC for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and EOHLC directives reflecting the agreement between EOHLC and the U.S. Department of Housing and Urban Development in the case of *NAACP, Boston Chapter v. Kemp*. **If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Project Sponsor must list all Low and Moderate Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor.

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The

Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for at least five years following the sale of the last Low and Moderate Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by EOHLC which may be inspected at any time by EOHLC. All Marketing Documentation must be approved by EOHLC prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, EOHLC determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by EOHLC.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, handicap, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. (a) The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. EOHLC and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

(b) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to EOHLC that each of the Low and Moderate Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low and Moderate Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low and Moderate Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low and Moderate Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low and Moderate Income Unit.

8. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded/filed with the Registry, and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Project Sponsor shall immediately transmit to EOHLC and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

9. The Project Sponsor hereby represents, covenants and warrants as follows:

(a) The Project Sponsor (i) is a limited liability company duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by EOHLC, or other permitted encumbrances, including mortgages referred in paragraph 10, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially or adversely affect its financial condition.

10. Except for sales of Low and Moderate Income Units to Eligible Purchasers and sales of other Units to unit owners in the ordinary course of business as permitted by the terms of this Agreement, the Project Sponsor will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Subsection (d) below) mortgage the Property without the prior written consent of EOHLC and the Municipality.

(a) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Project Sponsor's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;

- A certification from the Municipality that the Project is in compliance with the affordability requirements of this Agreement.
- (b) Consent to the proposed Sale shall be deemed to be given unless EOHLC or the Municipality notifies the Project Sponsor within thirty (days) after receipt of the request that either
- The package requesting consent is incomplete, or
 - The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
 - The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.
- (c) The Project Sponsor shall provide EOHLC and the Municipality with thirty (30) day's prior written notice of the following:
- (i) any change, substitution or withdrawal of any general partner, manager, or agent of the Project Sponsor; or
 - (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in the Project Sponsor (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).
 - (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of the Project Sponsor's interest in the Project or any party of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

(d) Notwithstanding the above, EOHLC's consent under this Section 10 shall not be required with respect to the grant by the Project Sponsor of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by

foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

The Project Sponsor hereby agrees that it shall provide copies of any and all written notices received by the Project Sponsor from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

11. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Project Sponsor, (or if the Project consists of detached dwellings, by homebuyers) Project Sponsor agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement, subject to the approval of the Project's lenders, which lenders have been approved by EOHLC and the Municipality.

12. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

13. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

EOHLC: Executive Office of Housing and Livable Communities
Attention: Local Initiative Program Director
100 Cambridge St., Suite 300
Boston, MA 02114

Municipality: Concord Town Manager
22 Monument Square
Concord, MA 01742

Project Sponsor: NOW Concord Main LLC
8 Millrun Lane
PO Box 1775
Concord, MA 01742

14. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, the Project Sponsor and its successors and assigns, and EOHLC and its successors and assigns and the Municipality and its successors and assigns. EOHLC has determined that the acquiring of such affordable housing restriction is in the

public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate if (a) at any time hereafter there is no Low and Moderate Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions, and there is no Low and Moderate Income Unit at the Project which is owned by the Municipality or EOHLC as provided in Section 4 hereof. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its successors and assigns and enure to the benefit of EOHLC and its successors and assigns for the term of the Agreement. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low and Moderate Income Units at the Project pursuant to the requirements of this Agreement shall also constitute an affordable housing restriction as that term is defined in G.L. c. 184, §31 and as that term is used in G.L. c. 184, §§26, 31, 32, and 33. Such Resale Restrictions shall be for the benefit of both EOHLC and the Municipality and both EOHLC and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. EOHLC has determined that the acquiring of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of EOHLC by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low and Moderate Income Units of the Project as required by the provisions of G.L. c. 184, §32.

15. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by EOHLC which EOHLC shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. (a) The Project Sponsor and the Municipality each covenant and agree to give EOHLC written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If EOHLC becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, EOHLC shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "EOHLC Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of EOHLC within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice

is given, then within thirty (30) days after the giving of the EOHLC Default Notice, then at EOHLC's option, and without further notice, EOHLC may terminate this Agreement, or EOHLC may apply to any state or federal court for specific performance of this Agreement, or EOHLC may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If EOHLC elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16(a), then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed SHI Eligible Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low and Moderate Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement.

17. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.


18. EOHLC may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement, with the agreement of the Municipality, by providing written notice of such delegation to the Project Sponsor and the Municipality.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Executed as a sealed instrument as of the date first above written.

PROJECT SPONSOR
NOW CONCORD MAIN LLC
by: Nau Partners LLC, its manager

By:


Daniel J. Gainsboro, authorized signatory

COMMONWEALTH OF MASSACHUSETTS

COUNTY of MIDDLESEX, ss.

On this 9th day of August 2023, before me, the undersigned notary public, personally appeared Daniel J. Gainsboro, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding document, as authorized signatory of Nau Partners LLC, the manager of NOW Concord Main LLC, and acknowledged to me that he signed it voluntarily for its stated purpose.



Pamela J. Brown, Notary Public

My Commission Expires: 10/16/2026

Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low & Moderate Income Units
Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© EOHLC When used in the Local Initiative Program, this form may not be modified without the written approval of the Executive Office of Housing and Livable Communities.

Executed as a sealed instrument as of the date first above written.

EXECUTIVE OFFICE OF HOUSING AND
LIVABLE COMMUNITIES

By: _____
Its:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Executed as a sealed instrument as of the date first above written.

MUNICIPALITY

By: _____
Its:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Town of Concord, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

**CONSENT AND SUBORDINATION OF MORTGAGE
TO REGULATORY AGREEMENT**

Reference is hereby made to two certain Mortgages dated January 25, 2021 given by NOW Concord Main LLC to Enterprise Bank & Trust Company recorded with the Middlesex South Registry of Deeds at Book 76793 Page 467 and at Book 76793 Page 496 ("Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

ENTERPRISE BANK & TRUST COMPANY

By: *Lauretta T. Doyle*
Its: Vice President
Lauretta T. Doyle

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX, ss.

On this 14th day of August 2023, before me, the undersigned notary public, personally appeared Lauretta T. Doyle, proved to me through satisfactory evidence of identification, which were personally known to me, to be the person whose name is signed on the preceding document, as Vice President of Enterprise Bank & Trust Company, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



ALICIA M. BOURQUE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 1, 2029

Alicia M. Bourque
Notary Public
Print Name: Alicia M. Bourque
My Commission Expires: June 1, 2029

EXHIBIT A

Re: CONCORD MILLRUN
(Project name)
CONCORD
(City/Town)
NOW CONCORD MAIN LLC
(Developer)

Property Description

Parcel 1

The land in the Westerly part of said Concord, formerly known as 1651 Main Street, bounded and described as follows:

Beginning at the Northwesterly corner thereof at land now or formerly of Kennan Damon and Main Street, at a stone bound thence South 89° East along said Main Street sixty five (65) feet to a stone bound thence turning and running South 6° 08' West by land n/f of the Estate of Anne E. Damon three hundred (300) feet to a stone bound; thence running North 89° West by other land of the Estate of Anne E. Damon sixty five (65) feet to a stone bound at land of Kennan Damon; thence North 6° 08' East by land of said Kennan Damon three hundred (300) feet to the bound first mentioned, containing 19,500 square feet.

Parcel 2

A certain parcel of land situated on the Southerly side of Main Street, Concord, Middlesex County, Massachusetts, being shown as Lot #1 on a plan entitled "Plan of Land in Concord, Mass., Owned by Concord Woodworking Co., Inc.". Scale 1' = 40 feet, dated January 19, 1977, David W. Perley, Civil Engineer, Concord, Mass., which plan is recorded with Middlesex South District Registry of Deeds in Book 13040, Page END bounded and described as follows:

NORTHERLY	by Main Street as shown on said plan 81.8 feet;
SOUTHEASTERLY	by land now or formerly of Carter as shown on said plan 300 feet;
EASTERLY	again by land now or formerly of Carter as shown on said plan 253.08 feet;
SOUTHERLY	by undesignated land as shown on said plan 118.6 feet;
WESTERLY	by land now or formerly of Cousins as shown on said plan 428.5 feet;
NORTHERLY	by Lot #2 as shown on said plan 80.0 feet;
WESTERLY	again by Lot #2 as shown on said plan 130.0 feet.

Containing 61,913 square feet of land as shown on said plan.

Parcel 3

A certain parcel of land located in the Westerly section of Concord, being a portion of the land shown on a Plan entitled "Land in Concord surveyed for Estate of Anne E. Damon by Horace F. Tuttle, Oct. 16, 1945" which Plan has been recorded at the Middlesex South District Registry of Deeds in Book 6917, Page 485 and which parcel of land is bounded and described as follows:

BEGINNING at a stone bound at the most Northwesterly corner thereof, at land now or formerly of Kennan Damon;
THENCE running Easterly on land of Carter sixty-five (65) feet to land now or formerly of the Damons;
THENCE running by land now or formerly of the Damons, South 2 degrees – 08' East by a line parallel with the Westerly line of the premises shown on said Plan about eight hundred and forty (840) feet to the Assabet River;
THENCE running Westerly by the Assabet River about two hundred (200) feet to land now or formerly of Cousins;
THENCE running about North 2 degrees – 08' West along land now or formerly of Cousins about five hundred and forty (540) feet to land now or formerly of Damon;
THENCE running Easterly one hundred eighteen and sixty hundredths (118.60) feet and Northerly two hundred and sixty (260) feet along land now or formerly of Damon to the point of beginning

Said parcel contains approximately two and eighty hundredths (2.80) acres of land.

The Property is also shown on a plan of land recorded in the Middlesex County South Registry of Deeds as Plan 40 of 2022.

EXHIBIT B

Re: CONCORD MILLRUN
(Project name)
CONCORD
(City/Town)
NOW CONCORD MAIN LLC
(Developer)

Maximum Selling Prices, Initial Condominium Fees, and Percentage Interest Assigned to Low and Moderate Income Units

	<u>Sales Price</u>	<u>Condo Fee</u>	<u>% Interest</u>
One bedroom unit	\$220,600	\$206	2.503%

Location of Low and Moderate Income Units

The housing unit which is a Low and Moderate Income Unit is designated as unit number 6B and commonly known as 16 Millrun Lane on:

1. a plan of land entitled “Concord Millrun Condominium Site Plan of Land in Concord, Massachusetts” for NOW Communities, LLC dated June 20, 2022 prepared by Stamski and McNary, Inc. attached as Exhibit C to the Concord Millrun Condominium Phasing Amendment to Master Deed (adding Phase 3) recorded with the Middlesex South Registry of Deeds in Book 80488, Page 481 as amended by a Third Amendment to Master Deed recorded with said Deeds Book 81582m Page 286.
2. floor plans recorded with the Master Deed of the Concord Millrun Condominium dated January 25, 2022 and recorded with the Middlesex South Registry of Deeds in Book 79594, Page 254 as amended by the Phase 2 amendment in Book 79811, Page 469 and the Phase 3 amendment in Book 80488, Page 481 and as shown on the Concord Millrun Condominium Phase Plan 3 Floor Plan – Unit 6A and 6B recorded as Plan 493 of 2022 (sheet 1 of 2) as amended by a Third Amendment to Master Deed recorded with said Deeds Book 81582m Page 286.

EXHIBIT C

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

For Projects in Which
Affordability Restrictions Survive Foreclosure

This LOCAL INITIATIVE PROGRAM AFFORDABLE HOUSING DEED RIDER is made part of that certain deed (the "Deed") of certain property (the "Property") from **Now Concord Main LLC** ("Grantor") to _____ ("Owner") dated _____, 2023. The Property is located in the Town of Concord (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is at or less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee dated _____ and recorded/filed with the _____ Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit");
- (ii) subject to a Regulatory Agreement among Now Concord Main LLC _____ (the "Developer"), Massachusetts Housing Finance Agency ("MassHousing"), the Executive Office of Housing and Livable Communities ("EOHLC"), and the Municipality; dated August _____, 2023 and recorded with the Registry in Book _____, Page _____ (the "Regulatory Agreement");
- (iii) subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low- or moderate-income housing (the "Program"); and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at or less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, EOHLC and the Town of Concord (singly, or if more than one entity is listed, collectively, the “Monitoring Agent”) is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner’s conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent serve the public’s interest in the creation and retention of affordable housing for persons and households of low- and moderate-income and in the restricting of the resale price of property in order to assure its affordability by future low- and moderate-income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at or less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if EOHLC is a party to the Regulatory Agreement and is not the Monitoring Agent, by EOHLC.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is the _____ MSA/HMFA.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income,

the income statistics used by MassHousing for its low- and moderate-income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household. Currently, the AMI for the _____ MSA/HMFA is \$ _____.

Chief Executive Officer shall mean the mayor in a city or the board of selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by EOHLC) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum

Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by EOHLC for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and EOHLC.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of **Two Percent (2%)** of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer;

or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase.

(a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation

continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households

identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by EOHLC, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed.

(a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

- (A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or
- (B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the

deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions.

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees.

(a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner) (the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in

excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, which shall include the Federal National Mortgage Association (“Fannie Mae”) when it is assignee of the Mortgagee’s rights after such foreclosure or conveyance, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, (ii) the title covenants required under Section 5 shall not apply only as to a subsequent REO conveyance by Fannie Mae, and (iii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, EOHLIC, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property.

(a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Undersecretary of EOHLIC.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall inure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and EOHLIC and their successors and assigns, for the Term. The Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

Monitoring Agent(s): (1) Director, Local Initiative Program
EOHLC
100 Cambridge Street
Boston, MA 02114

(2)

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement.

(a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the

option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.

- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, EOHLA, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [] shall [] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 20__.

Grantor: _____ Owner: _____

By: _____ By: _____

Its:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 20__, before me, the undersigned Notary Public, personally appeared _____ of _____, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as _____ of _____, and as the voluntary act of _____.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was [*check one*]: [] a current driver's license, [] a current U.S. passport, [] my personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

ANDERSON KREIGER

MEMORANDUM

To: Select Board, Town of Concord

From: Mina S. Makarious, Town Counsel

Re: Proposed Amendment to Concord Housing Authority (“CHA”) Payment in Lieu of Tax (“PILOT”) Agreement

Date: September 8, 2023

Included in the packet for the Select Board’s September 18, 2023 meeting packet is a proposed amendment to the PILOT Agreement between the Town and CHA’s affiliate, CHA Local Properties LLC, dated April 29, 2021.

The 2021 Agreement governs CHA’s PILOT payments for a number of CHA units in the Town. It requires CHA to pay a PILOT to the Town equivalent to 10% of the rental income CHA receives, net of utilities. The 2021 Agreement expires in 2051.

The 2021 Agreement specified a set of particular units to which it applies. As the CHA looks to expand its portfolio of deed restricted units, it has asked the Town to amend the PILOT to provide an efficient process to allow CHA to place an Affordable Housing Restriction on each new property, add the property to the state’s 40B Subsidized Housing Inventory, and add the property to the existing PILOT Agreement between CHA Local Properties LLC and the Town.

The proposed amendment accomplishes this goal while retaining the initial financial structure of the 2021 Agreement. The Town has also added a provision to the Agreement to provide a greater degree of transparency into CHA’s rental income to permit proper accounting of the PILOT.

In addition to my review of the PILOT, the Town Manager’s office solicited comments on the PILOT from the Assessor’s Office and the Regional Housing Services Office which were incorporated into the Amendment and agreed to by CHA.

AMENDMENT TO AGREEMENT TO MAKE PAYMENTS IN LIEU OF TAXES
(Concord, Massachusetts)

THIS AMENDMENT TO AGREEMENT TO MAKE PAYMENT IN LIEU OF TAXES (the “Amendment”) is effective as of September, 2023, by and between **CHA LOCAL PROPERTIES LLC**, a Massachusetts limited liability company, having an address c/o Concord Housing Authority, 34 Everett Street, Concord, Massachusetts 01742 (the “Owner”) and the **TOWN OF CONCORD**, a municipal corporation in the Commonwealth of Massachusetts, having a usual place of business at 22 Monument Square, Concord, Massachusetts 01742 (the “Town”).

RECITALS:

WHEREAS, the Owner is the owner of the properties listed on Exhibit A attached hereto (together, the “Existing Properties”); and

WHEREAS, the Owner and the Town executed a certain Agreement to Make Payments in Lieu of Taxes, dated as of April 29, 2021, relating to the Existing Properties (the “Pilot Agreement”) pursuant to which the Owner makes voluntary payments to the Town in the form of payments in lieu of taxes (the “PILOT Payments”); and

WHEREAS, the Owner intends to place affordable housing restrictions (each, an “Affordable Restriction”) on additional properties which it owns or will acquire (each, an “Additional Property” and, together, the “Additional Properties” and together with the Existing Properties, the “Property”) and offers to make PILOT Payments for such Additional Properties as of the date (the “Effective Date”) it records an Affordable Restriction with the Middlesex South Registry of Deeds (the “Registry”) and desires to amend the Pilot Agreement to include such Additional Properties; and

WHEREAS, the Town agrees that it will allow the Owner to add an Additional Property to the Pilot Agreement provided that, commencing on the applicable Effective Date and throughout the term of the Pilot Agreement, such Additional Property will remain eligible for the tax exemption under the laws of the Commonwealth from local real estate and personal property taxes and provided that the use of any such Additional Property remains consistent with the tax laws relative to such exemptions;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Pilot Agreement as follows:

1. Affordable Housing Restriction. The Owner agrees that it shall deliver to the Town a fully executed recorded copy of the Affordable Housing Restriction for an Additional Property together with a revised Exhibit A including the name of such Additional Property within five (5) business days of recording the Affordable Housing Restriction at the Registry. Upon the Town’s receipt of such Affordable Housing Restriction and revised Exhibit A, the parties shall attach such revised Exhibit A hereto in replacement of the then updated Exhibit A. Each Affordable Housing Restriction shall (a) be binding for a period of no less than thirty (30) years; (b) provide that the Additional Property shall only be available to households with an income not to exceed 80% of the Area Median Income (“AMI”); and (c) provide that the Additional Property shall be available for rent at an amount not to exceed thirty percent (30%) of

the monthly income for a household earning eighty percent (80%) of AMI adjusted for household size.

2. PILOT Payments. Commencing upon the Effective Date for an Additional Property, the Owner will make PILOT Payments to the Town in an amount equal to the (x) the aggregate rental income from the Property minus all utility costs for the Property for each fiscal year (or any partial year) multiplied by (y) ten (10%) percent, payable on or before July 1st of each year. The Owner shall submit evidence of rental income and utility costs in the form of accounting ledgers, utility invoices or other evidence reasonably satisfactory to the Town in order to assist the Town in computing the PILOT Payments hereunder. PILOT payments shall be made on a quarterly basis no later than July 31, October 31, January 31, and April 30 of each fiscal year.

3. Continued Effect. The parties agree that the Pilot Agreement remains in full force and effect as modified hereby and hereby ratify the same.

4. Counterparts. This Amendment may be executed in one or more counterparts by the parties hereto each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS THEREOF, each of the parties has caused this Amendment to be executed as a sealed instrument by its officers duly authorized as of the day and year first above written.

CHA LOCAL PROPERTIES LLC
RESIDENCES LLC

TOWN OF CONCORD,
By Its Select Board

By: _____
Name: _____ Jennifer Polito
Authorized Agent: _____

Henry Dane, Chair

Mary Hartman, Clerk

Terri Ackerman

Linda Escobedo

Mark Howell

EXHIBIT A
(LIST OF PROPERTY)

The properties in Concord, Massachusetts located at:

~~277 and 279 Commonwealth Avenue~~
~~405 Old Bedford Road~~
~~23 Cottage Street~~
~~1031 Main Street~~
~~199, 203 and 205 Conant Street~~
~~102 Upland Road~~
~~156 Peter Spring Road~~
~~14-16 Bedford Court~~
~~145, 147, 149, 151, 153 and 155 Powder Mill Road~~

<u>Address</u>	<u>Block-Lot</u>	<u>Lot Size s.f.</u>	<u>Deed Reference</u>
277 and 279 Commonwealth Avenue	2141	34,204	Book 80046, Page 71
405 Bedford Street	1208	14,520	Book 80046, Page 71
23 Cottage Street	3782	8,795	Book 80046, Page 71
1031 Main Street	3731	10,122	Book 80046, Page 71
199, 203 and 205 Conant Street	2394	14,037	Book 80046, Page 71
102 Upland Road	2723	27,878	Book 80046, Page 71
156 Peter Spring Road	1156	20,623	Book 80046, Page 71
14-16 Bedford Court	873	4,069	Book 80046, Page 71
145, 147, 149, 151, 153 and 155 Powder Mill Road	3476-1	1.7 ac	Book 80046, Page 71

AGREEMENT TO MAKE PAYMENTS IN LIEU OF TAXES

(277 and 279 Commonwealth Avenue, 405 Bedford Street, 23 Cottage Street, 1031 Main Street, 199, 203 and 205 Conant Street, 102 Upland Road, 156 Peter Spring Road, 14-16 Bedford Court, and 145, 147, 149, 151, 153 and 155 Powder Mill Road, Concord, Massachusetts)

THIS AGREEMENT TO MAKE PAYMENT IN LIEU OF TAXES (the "Agreement") is effective as of April 29, 2021, by and between **CHA LOCAL PROPERTIES LLC**, a Massachusetts limited liability company, having an address c/o Concord Housing Authority, 34 Everett Street, Concord, Massachusetts 01742 (the "Owner"), and the **TOWN OF CONCORD**, a municipal corporation in the Commonwealth of Massachusetts, having a usual place of business at 22 Monument Square, Concord, Massachusetts 01742 (the "Town").

WHEREAS, the Concord Housing Authority, a public body politic and corporate organized under M.G.L. c. 121B (the "Housing Authority") is the present owner of the above properties (together, the "Property"); and

WHEREAS, the Property consists of eighteen (18) units of affordable rental housing which are regulated by the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the Housing Authority presently has an agreement with the Town to make voluntary payments to the Town in the form of a payment in lieu of taxes (the "PILOT Payments"); and

WHEREAS, in order to comply with applicable HUD regulations, the Housing Authority has created the Owner, of which the Housing Authority shall remain as the sole managing member, for the purpose of owning the Property and is conveying the Property to Owner; and

WHEREAS, the Owner offers to continue to make the PILOT Payments commencing as of the date the Owner takes title to the Property (the "Commencement Date"); and

WHEREAS, the Town agrees that, commencing on the Commencement Date and throughout the term of this Agreement, the Property will remain eligible for the tax exemption under the laws of the Commonwealth from local real estate and personal property taxes provided that the use of the Property remains consistent with the tax laws relative to such exemptions;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. PILOT Payments. Commencing upon the Commencement Date, the Owner will make PILOT Payments to the Town in an amount equal to the (x) the aggregate rental income from the Property minus all utility costs for the Property for each fiscal year (or any partial year) multiplied by (y) ten (10%) percent, payable on or before July 1st of each year.

2. Term. This Agreement shall commence on the Commencement Date and shall have a 30-year term, unless sooner terminated by the Town in accordance with the terms hereof.

3. Waiver of Rights. Other than as expressly set forth in this Agreement, Owner agrees that the PILOT Payments will not be reduced for any reason (including without limitation on account of a depreciation factor, revaluation or reduction in the Town's tax rate), and the Town agrees that the PILOT Payments will not be increased for any reason (including on account of an inflation factor, revaluation or increase in the Town's tax rate or assessment percentage beyond that anticipated by the parties). Owner hereby waives, during the term of this Agreement, any rights it may have otherwise had in the absence of this Agreement to seek, for any reason and in any forum, an abatement or reduction of taxes assessed for the Project, and therefore, hereby waives any such rights with respect to any payments in lieu of taxes assessed in accordance with the provisions of this Agreement.

4. Town's Right to Collect. In addition to such rights and remedies available in this Agreement, all statutory rights and remedies available to the Town for the collection of taxes shall also be available to the Town for the collection of PILOT Payments hereunder, including, but not limited to, the rights and remedies provided in G.L. c. 59 and G.L. c. 60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. All late payments from Owner shall accrue interest at 14% per annum. Furthermore, if Owner breaches its payment obligations under this Agreement and fails to cure such breach following notice within the applicable cure period under Paragraph 12, Owner shall pay the reasonable attorneys' fees, court and other costs incurred by the Town in the collection of the unpaid amounts.

5. Assignment. Owner shall not assign this Agreement in whole or in part without the advance written consent of the Town, which shall not be unreasonably withheld or conditioned, except that Owner may (i) collaterally assign this Agreement to an entity providing financing for construction, operation or maintenance of the Project with advance written notice to the Town, provided that Owner shall not be relieved of its obligations hereunder; or (ii) with advance written notice to the Town, assign the Agreement to an affiliate or an unrelated entity no less creditworthy than Owner to whom Owner has sold or transferred all its interests in the Project (the "New Owner"), provided that, other than a collateral assignment under clause (i) above, Owner shall not assign this Agreement to any person or entity that is not eligible to enter into this Agreement under applicable law. Upon an assignment of this Agreement to a New Owner of the Project under clause (ii) above, provided the New Owner has agreed in writing to be bound by this Agreement, and Owner has cured any and all defaults of Owner under this Agreement and is not in breach of Owner's obligations, Owner shall not be liable for PILOT Payments or other obligations hereunder after the date of such assignment.

6. Invalidity. The parties understand and agree that this Agreement shall be void and unenforceable if (a) this Agreement, or any material portion of this Agreement, is determined or declared by a court or agency of competent jurisdiction to be illegal, void or unenforceable, and/or (b) Owner is determined or declared by a court or agency of competent jurisdiction to not be a limited liability company. In the event this Agreement is declared void in accordance with this Paragraph 6, any payments due and/or made to the Town before the date of such declaration shall be and remain property of the Town, and to the extent permitted by law, shall be deemed full satisfaction of the taxes in lieu of which they were made.

7. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a party must be in writing and will be deemed to have been

properly given or served upon the personal delivery thereof, via courier delivery service, or by mail in a manner of delivery that results in a confirmation of receipt, such as certified mail or federal express. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

Owner:

CHA Local Properties LLC
c/o Concord Housing Authority
34 Everett St.
Concord, Massachusetts 01742
Attention: Executive Director

With a copy to:

KJP Partners LLP
175 Federal Street, Suite 1440
Boston, MA 02110
Attn: Kurt A. James, Esquire

Town:

Select Board
Town of Concord
22 Monument Square
Concord, Massachusetts 01742

With a copy to:

Anderson Kreiger LLP
50 Milk Street
Boston, Massachusetts 02110
Attn: Mina S. Makarious, Esquire

Any such addresses for the giving of notices may be changed by either party by giving written notice as provided above to the other party. Notice given as provided above by counsel to a party shall be effective as notice from such party.

8. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts without regard to the law of "conflicts of laws." The parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Venue for all litigation brought hereunder shall be (solely) in the state courts of Middlesex County, Massachusetts. With respect to any period in which Owner does not have a registered agent for service of process in Massachusetts on file with the Secretary of the Commonwealth of Massachusetts, Owner agrees to accept service of process, including civil complaints, by certified mail at the address indicated in Paragraph 7.

{00065034 3}

9. Certification of Tax Compliance. Pursuant to G.L. c. 62C, §49A, Owner hereby certifies under pains and penalties of perjury that it has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

10. Covenants, Representations and Warranties of the Parties.

Owner represents and warrants:

- a. It is a limited liability company or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign corporation, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.
- b. This Agreement constitutes the legal, valid and binding obligation of Owner enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.
- c. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.
- d. The person executing this Agreement on behalf of Owner has the full power and authority to bind it to each and every provision of this Agreement.
- e. The performance of Owner's obligations under this Agreement will not violate or result in a breach or default of any agreement or instrument to which Owner is a party or to which Owner is otherwise bound.

The Town represents and warrants:

- a. It is a municipal corporation duly organized, validly existing and in good standing under the laws of Massachusetts.
- b. This Agreement constitutes the legal, valid and binding obligation of the Town enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable laws.
- c. The Town has taken all necessary action to authorize and approve the execution of this Agreement.
- d. The persons executing this Agreement on behalf of the Town have the full power and authority to bind it to this Agreement.

11. Integration. The parties agree that this is the entire, fully integrated agreement between them with respect to payments in lieu of taxes for the Project, and that there are no third party beneficiaries to this Agreement.

12. Termination by Town. Notwithstanding anything to the contrary in this
{00065034 3}

Agreement, the Town may terminate this Agreement if:

- a. Owner fails to make timely payments (including any interest payments) required under this Agreement, which failure remains uncured for sixty (60) days following notice of such failure from the Town; provided, however, that the Town may nonetheless terminate this Agreement if such failure occurs more than three times in any rolling 365-day period, even if each such failure is cured within the 60-day notice period;
- b. Owner has filed, or has had filed against it, a petition in bankruptcy (and any such involuntary petition is not dismissed within sixty (60) days), or is otherwise insolvent;
- c. Owner otherwise materially breaches this Agreement, which breach remains uncured for sixty (60) days following notice of such breach from the Town; and/or
- d. Owner's representations set forth in Paragraph 10 were untrue, inaccurate, or incomplete in material respects at the time they were made, such misrepresentations have materially adversely affected the Town, and Owner has failed to remedy such adverse effect within sixty (60) days following notice from the Town.

13. Counterparts. This Agreement may be executed in one or more counterparts by the parties hereto each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS THEREOF, each of the parties has caused this Agreement to be executed as a sealed instrument by its officers duly authorized as of the day and year first above written.

CHA LOCAL PROPERTIES LLC
RESIDENCES LLC

TOWN OF CONCORD,
By Its Select Board

By: Marianne Nelson
Name:
Authorized Agent

Linda L. Escobedo
Linda L. Escobedo (Apr 29, 2021 16:39 EDT)

Jane Hotchkiss
Jane Hotchkiss (Apr 30, 2021 07:18 EDT)

Susan Bates
Susan Bates (Apr 29, 2021 17:51 EDT)

Terri Ackerman
Terri Ackerman (May 1, 2021 21:18 EDT)

Matthew W. Johnson
Matthew W. Johnson (Apr 29, 2021 19:00 EDT)












PILOT Agreement


Final Audit Report


2021-05-02


Created:	2021-04-29
By:	Jeremy Romanul (jromanul@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXMdJ4DDObuN4_ETM9lCfTy6wfDlxFnX8


"PILOT Agreement" History


-  Document created by Jeremy Romanul (jromanul@gmail.com)
2021-04-29 - 8:23:42 PM GMT- IP address: 172.110.60.4
-  Document emailed to Linda L. Escobedo (lescobedo@concordma.gov) for signature
2021-04-29 - 8:24:14 PM GMT
-  Document emailed to Susan Bates (sbates@concordma.gov) for signature
2021-04-29 - 8:24:14 PM GMT
-  Document emailed to Jane Hotchkiss (jhotchkiss@concordma.gov) for signature
2021-04-29 - 8:24:14 PM GMT
-  Document emailed to Matthew W. Johnson (mjohnson@concordma.gov) for signature
2021-04-29 - 8:24:14 PM GMT
-  Document emailed to Terri Ackerman (tackerman@concordma.gov) for signature
2021-04-29 - 8:24:14 PM GMT
-  Email viewed by Linda L. Escobedo (lescobedo@concordma.gov)
2021-04-29 - 8:36:35 PM GMT- IP address: 107.242.117.29
-  Document e-signed by Linda L. Escobedo (lescobedo@concordma.gov)
Signature Date: 2021-04-29 - 8:39:56 PM GMT - Time Source: server- IP address: 24.62.104.125
-  Email viewed by Susan Bates (sbates@concordma.gov)
2021-04-29 - 9:48:42 PM GMT- IP address: 98.229.129.160
-  Document e-signed by Susan Bates (sbates@concordma.gov)
Signature Date: 2021-04-29 - 9:51:49 PM GMT - Time Source: server- IP address: 98.229.129.160
-  Email viewed by Matthew W. Johnson (mjohnson@concordma.gov)
2021-04-29 - 11:05:52 PM GMT- IP address: 45.41.142.40


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Signature Date: 2021-04-29 - 11:06:19 PM GMT - Time Source: server- IP address: 38.242.9.43

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2021-04-30 - 3:05:41 AM GMT- IP address: 38.242.9.63

 Document e-signed by Jane Hotchkiss (jhotchkiss@concordma.gov)
Signature Date: 2021-04-30 - 11:18:24 AM GMT - Time Source: server- IP address: 38.242.9.63

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2021-05-02 - 1:16:21 AM GMT- IP address: 104.143.198.115

 Document e-signed by Terri Ackerman (tackerman@concordma.gov)
Signature Date: 2021-05-02 - 1:18:10 AM GMT - Time Source: server- IP address: 38.242.10.231

 Agreement completed.
2021-05-02 - 1:18:10 AM GMT



TOWN OF CONCORD FIRE DEPARTMENT

209 WALDEN STREET
CONCORD, MASSACHUSETTS 01742
EMERGENCY DIAL 911
TEL: (978) 318-3488 · FAX: (978) 369-6697
www.concordma.gov/fire

THOMAS M. JUDGE
FIRE CHIEF
tjudge@concordma.gov
(978) 318-3450

WALTER LATTA Jr.
ASSISTANT FIRE CHIEF
wlatta@concordma.gov
(978)318-3451

September 8, 2023

Concord Selectboard
Matters of Nashawtuc Country Club propane storage

Every year the Concord Fire Department inspects the Nashawtuc Country Club prior to the season ending. The club has demonstrated a good working relationship with Concord Fire, they do not have any violations or any infractions that have caused us concerns. Like any club they want to expand their operations, which now includes a heated paddle court. This will require storage of propane that will be underground. They will now exceed the allowable permitted propane at one location. This amount of propane requires a license from the Town of Concord accord to *527 CMR 1.00 Massachusetts Comprehensive Fire Safety Code, Table [1.12.8.50](#) > 2,000 gallons of LP Gas in the aggregate – license required.* This is mostly a formality, the Town of Concord has done this for 210 Monument Farm (6,000 gallons), 1400 Lowell Road (Middlesex School). The fire department will inspect the work prior to filling, and we support the Nashawtuc Country Club in obtaining a license.

Respectfully submitted,

Walter Latta Jr., MPA, EFO

TOWN OF CONCORD
STORAGE OF INFLAMMABLE FLUIDS
APPLICATION FOR LICENSE



Date: 8/7/2023
License # _____
Fee: \$ 200.00

1. Name of Applicant: NASHAWTUC COUNTRY CLUB
Please print
Address of Applicant: 1061 SUDBURY RD
Please print
Name & Address of Property Owner: STATE
Please print
(If different): _____

2. Type of Fluid LP-GAS Number of Gallons 4500

3. Address of storage facility: 1061 SUDBURY RD

- Check appropriate overlay areas:
- Wetland Conservancy District
 - Floodplain Conservancy District
 - #1 Groundwater Area
 - #2 Groundwater Area
 - #3 Groundwater Area
 - #4 Groundwater Area

Depth to seasonal high groundwater level _____
Date of test _____
Distance to nearest known well _____
Distance to nearest known septic system _____
Distance to nearest building _____

4. Dates of past known fuel leaks or spills NONE
Amount of material lost NONE
Number and age of existing tanks on property 2 - 2013 (10-YEARS)

5. Plot plan prepared by: _____
Plot plan dates: _____
Spill prevention control and counter measures plan (SPCC), IF APPLICABLE.
Prepared by: _____
Dated: _____

6. Proposed date of installation 9/1/2023
Purpose for which license is requested: STORAGE IN EXCESS OF 2K GALLONS, PADDLE TENNIS
Number of buildings or other structures to which this application applies 3 PADDLE TENNIS COURTS
Occupancy or use of such building PADDLE TENNIS - OUTDOOR

This application is made pursuant to the provisions of the MGL, Chapter 148, and 527 Code of Massachusetts Regulations issued by the State Fire Marshall and Town of Concord Administrative Policy and Procedure #22.

[Signature]
Signature of Applicant

Date: 8/7/2023

RECEIVED
TOWN OF CONCORD
MANAGER'S OFFICE

BELOW THIS LINE FOR OFFICE USE ONLY

Date of application Receipt 8/8/2023
Fee paid \$ 200.00

2023

APPROVED BY _____ **FIRE CHIEF**
_____ **BUILDING COMMISSIONER**
_____ **HEALTH DIVISION**
_____ **NATURAL RESOURCES DIVISION**

COMMENTS:

 **PAID**

RECEIVED
AUG - 8 2023

TOWN OF CONCORD
TOWN MANAGER'S OFFICE



FP-002A
(Rev. 6/23)

The Commonwealth of Massachusetts

City/Town of CONCORD

Application For License

Massachusetts General Law, Chapter 148 §13

New License Amended License

GIS Coordinates

LAT.

LONG.

License Number

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: 1861 Sudbury Road, Concord, MA 16F / 3431
Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: Nashawtuc Country Club

Address of Land Owner: 1861 Sudbury Road, Concord, MA

Use and Occupancy of Buildings and Structures: Country Club

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments

_____ Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 1.00 Table 1.12.8.50; Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, Cubic feet	CONTAINER UST, AST, IBC, drums
LP-gas			4500	ASME

Total quantity of all flammable liquids to be stored: _____

Total quantity of all combustible liquids to be stored: _____

Total quantity of all flammable gases to be stored: 4,500

Total quantity of all flammable solids to be stored: _____

LP-gas (Complete this section for the storage of LP-gas or propane)

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: 500

List sizes and capacities of all aboveground containers used for storage: See attached

❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: 4000

List sizes and capacities of all underground containers used for storage: See attached

Total aggregate quantity of all LP-gas to be stored: 4500

Fireworks (Complete this section for the storage of fireworks)

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class 1.3G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Type/class of magazine used for storage: _____

Total aggregate quantity of all classes of fireworks to be stored: _____

Explosives (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class 1.1: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.2: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.3: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.5: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.6: _____ Number of magazines used for storage: _____

I, _____, hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature  Date 8/7/2023 Name Chris Carpenter, General Manager

PLEASE NOTE THAT ONLY APPLICATIONS WITH ORIGINAL WET SIGNATURES WILL BE ACCEPTED. PHOTOCOPIES OF APPLICATIONS WILL NOT BE PROCESSED.

Fire Department Use Only

I, _____, Head of the _____ Fire Department endorse this application with my

Approval Disapproval

Signature of Head of the Fire Department

Date

Recommendations: _____

Nashawtuc Country Club – Propane Storage (includes 2 NEW 1,000 gallon underground tanks)

QTY	TYPE	LOCATION	SIZE in GALLONS	TOTAL STORED
4	1000 Gallon Underground Tank	Racquets	1,000.0	4,000.0
1	Above Ground Tank	Pool Cabana	100.0	100.0
15	Propane Tank (used for grills)	Propane Storage Cage (Cart Barn)	5.0	75.0
6	Propane Tank (used for grills)	Propane Storage Cage (Cart Barn)	8.0	48.0
9	Propane Tank (used for grills)	Propane Storage Cage (Cart Barn)	10.0	90.0
			TOTAL GALLONS	4,313.0



Concord Fire Department
209 Walden Street
Concord, MA 01742
978-318-3488

City or Town: *Concord*

Issue Date: *08/01/23*

Permit Number: *UGST-23-0006*

In accordance with the provisions of M.G.L Chapter 148, as provided in

this permit is granted to *Osterman Gas*

(Name of Competent Operator)

Licence Number

Applicant Name *NASHAWTUC COUNTRY CLUB INC*

for: *install (2) 1,000 gallon tanks for our paddle tennis court heaters. Currently have two tanks but each court requires a 1,000 gallon tank to operate the heaters. We have three courts (need 3k gallons today), but anticipate adding a 4th court over the next 2-3 years.*

at: *1823-1861 SUDBURY RD , Concord, MA 01742*

Restrictions: *call or email fire prevention for an inspection before filling in the tanks, in addition once the inspection is complete this will require a license with the town.*

Fee Paid: *\$50.00*

Permit expires on: *12/01/23*

Signature/Title Officer Granting Permit:

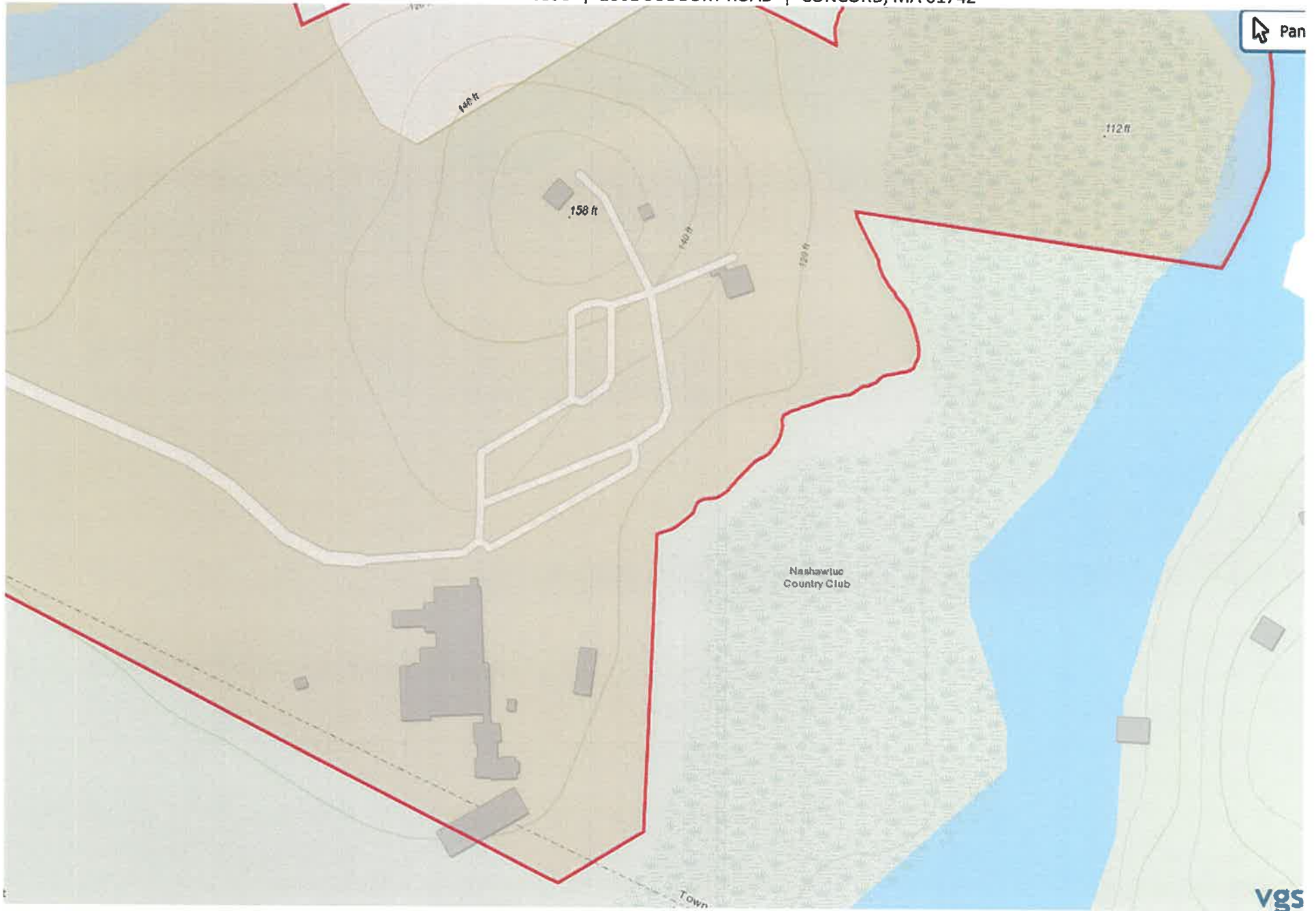
Walter Latta

Head of Fire Department:

Thomas M. Judge

This Permit must be Conspicuously posted upon the premises

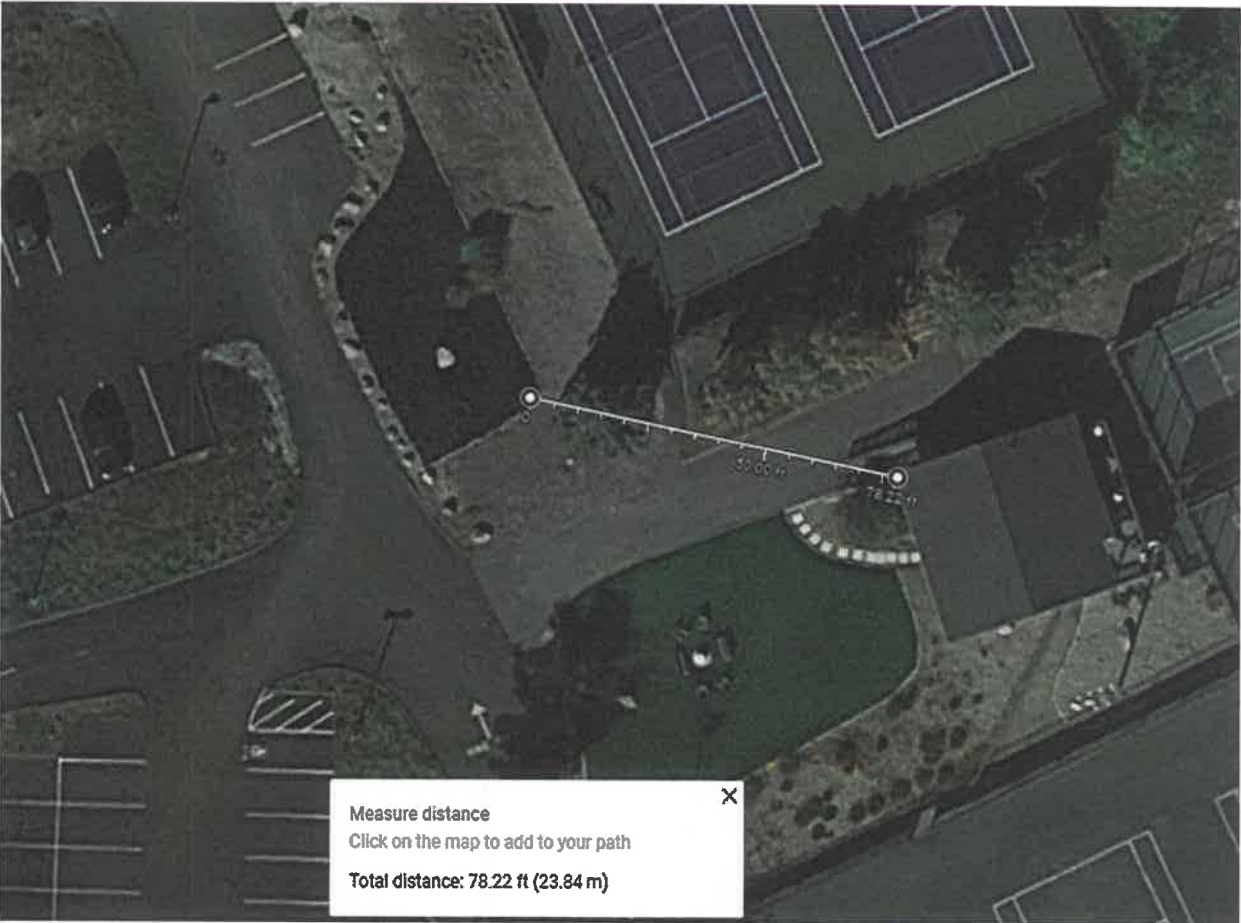




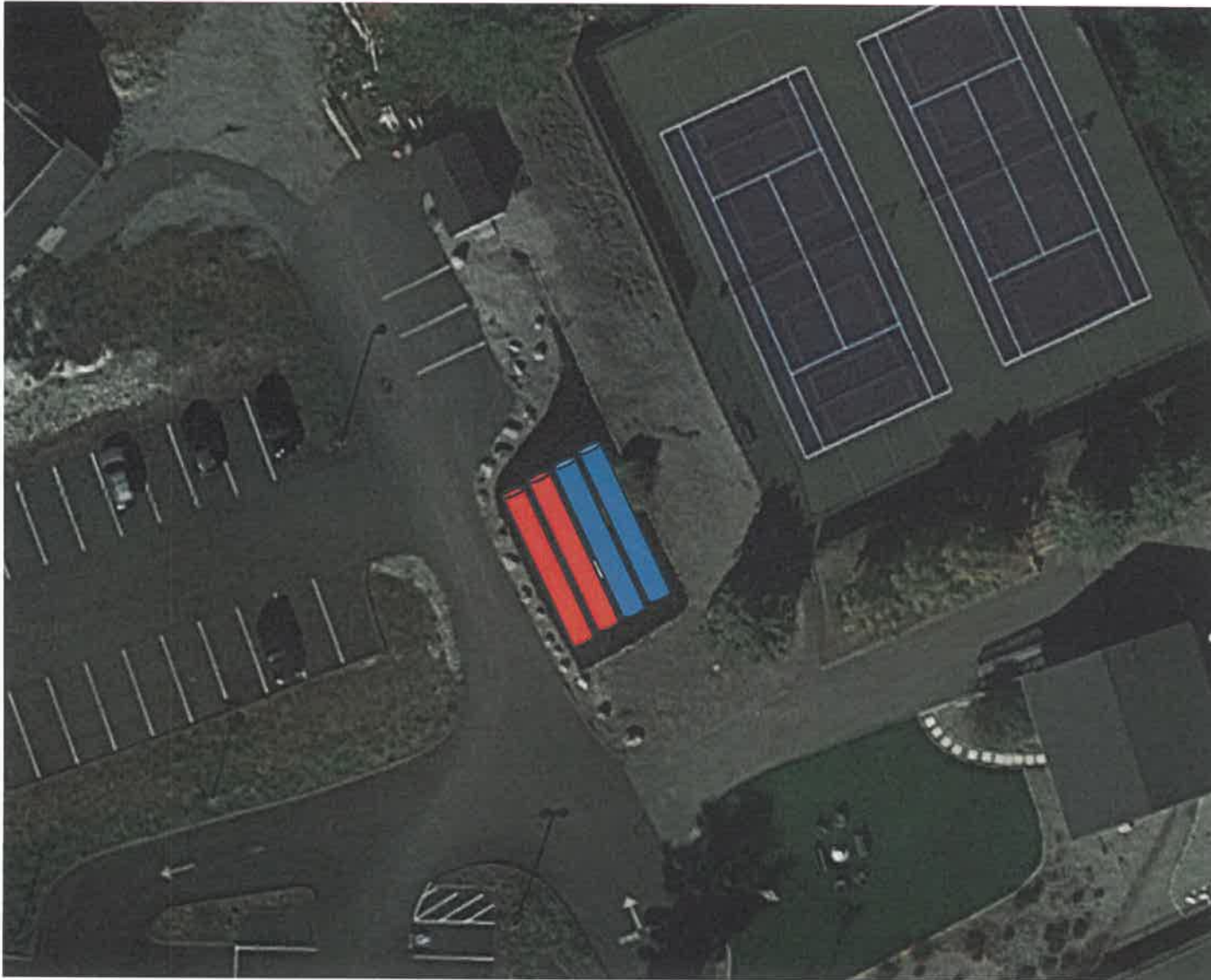








Measure distance ✕
Click on the map to add to your path
Total distance: 78.22 ft (23.84 m)



New Tank 

Existing Tank 

**TOWN OF CONCORD
SELECT BOARD
PUBLIC HEARING NOTICE**

Notice is hereby given that a Public Hearing will be held at the Town House in the Select Board Meeting Room at 22 Monument Square, Concord, MA 01742 on Monday, September 18, 2023 at 6:00 PM, upon the application of Chris Carpenter of Nashawtuc Country Club for the Storage of Inflammable Fluids for underground storage of liquefied petroleum gas at 1861 Sudbury Road. In accordance with the application received August 8, 2023, filed with the Select Board.

Questions on this matter should be directed to Chris Carpenter, General Manager of Nashawtuc Country Club, via phone at 978-610-2710 or via email at ccarpenter@nashawtuc.com.

By Order of the Select Board

Mary Hartman, Clerk

**TOWN OF CONCORD
SELECT BOARD
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By Order of the Select Board
Mary Hartman, Clerk





TOWN OF CONCORD

Town House
P.O. Box 535
Concord, Massachusetts 01742

To: Kerry Lafleur, Town Manager
From: Paul Boehm, 2229 Main Street Advisory Task Force Chair
Date: September 12, 2023
RE: 2229 Main Street Advisory Task Force Funding Request

The 2229 Main Street Advisory Task Force is requesting \$47,000 for expenditure in FY24 (and encumbered as needed for subsequent fiscal years) to fund certain due diligence the Task Force believes is necessary to fulfill its charge approved by the Select Board. This due diligence is comprised of: (1) a risk evaluation by a Licensed Site Professional (environmental engineer licensed by the State to work on contaminated sites), and (2) and review by Town Counsel of the legal tasks identified in the Task Force Charge.

The Town has received a technical assistance reimbursement grant from the Massachusetts Department of Environmental Protection (the TAG Grant) for \$20,000.00 and has appropriated \$18,080 from unspent de-obligated ARPA funds to contract with Roux Associates Inc. to begin the risk evaluation.

The below request will allow for the presentation and finalization of the Human Health Risk Assessment, as well as work with Town Counsel to research the title, liability, rights for reuse, etc. This legal budget would not include work to negotiate a potential acquisition and associated liability protections with the Environmental Protection Agency.

Expenditure Description	TAG Grant	ARPA Funds Appropriated	Funding Request
Risk Evaluation: Contract with Roux Associates Inc. to assist in the evaluation and communication of risk and safety thresholds associated with the redevelopment of 2229 Main Street. Tasks 1, 2, 3.	\$20,000	\$18,080	\$0
Risk Evaluation: Task 4: Roux to present the draft findings to the Select Board and collect feedback and comments			\$8,500
Risk Evaluation: Task 5: Roux to finalize the Reuse Human Health Risk Assessment and coordinate with the 2229 Main Street Advisory Task Force			\$6,000
Risk Evaluation: Roux Contingency			\$7,500
Legal: Title Research and Analysis			\$9,000



TOWN OF CONCORD
Town House
P.O. Box 535
Concord, Massachusetts 01742

Legal: Develop strategy for acquisition; research limiting liability, maximize legal rights to reuse			\$10,000
Legal: Contingency			\$6,000
Total Request			\$47,000



2229 Main Street Advisory Task Force

An Update

Presented by Paul Boehm (Chair) to Select Board

September 18, 2023

Refresher

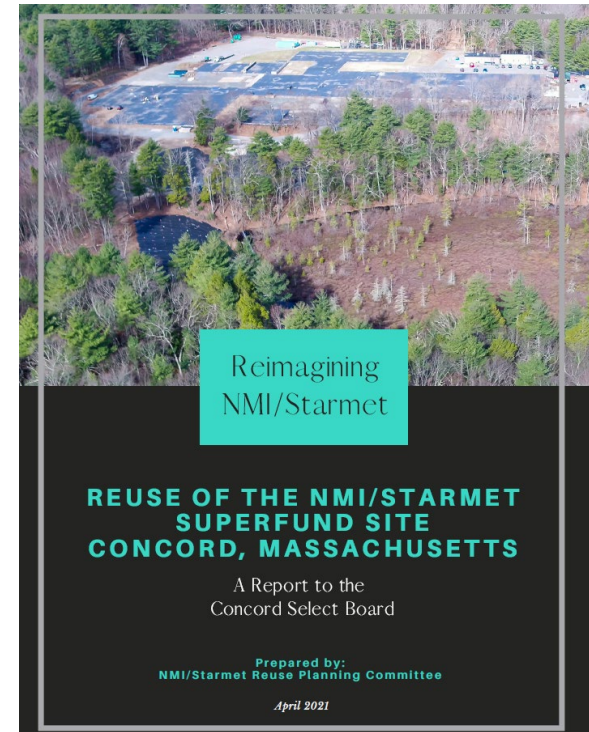
- Two committees have focused on cleanup at (2229 MSOC) and reuse (NMI/Starmet Reuse) of the 46 acre site
- 2015: Town Warrant article passed- authorized Select Board to acquire site

AUTHORIZE ACQUISITION OF THE 2229 MAIN STREET PROPERTY

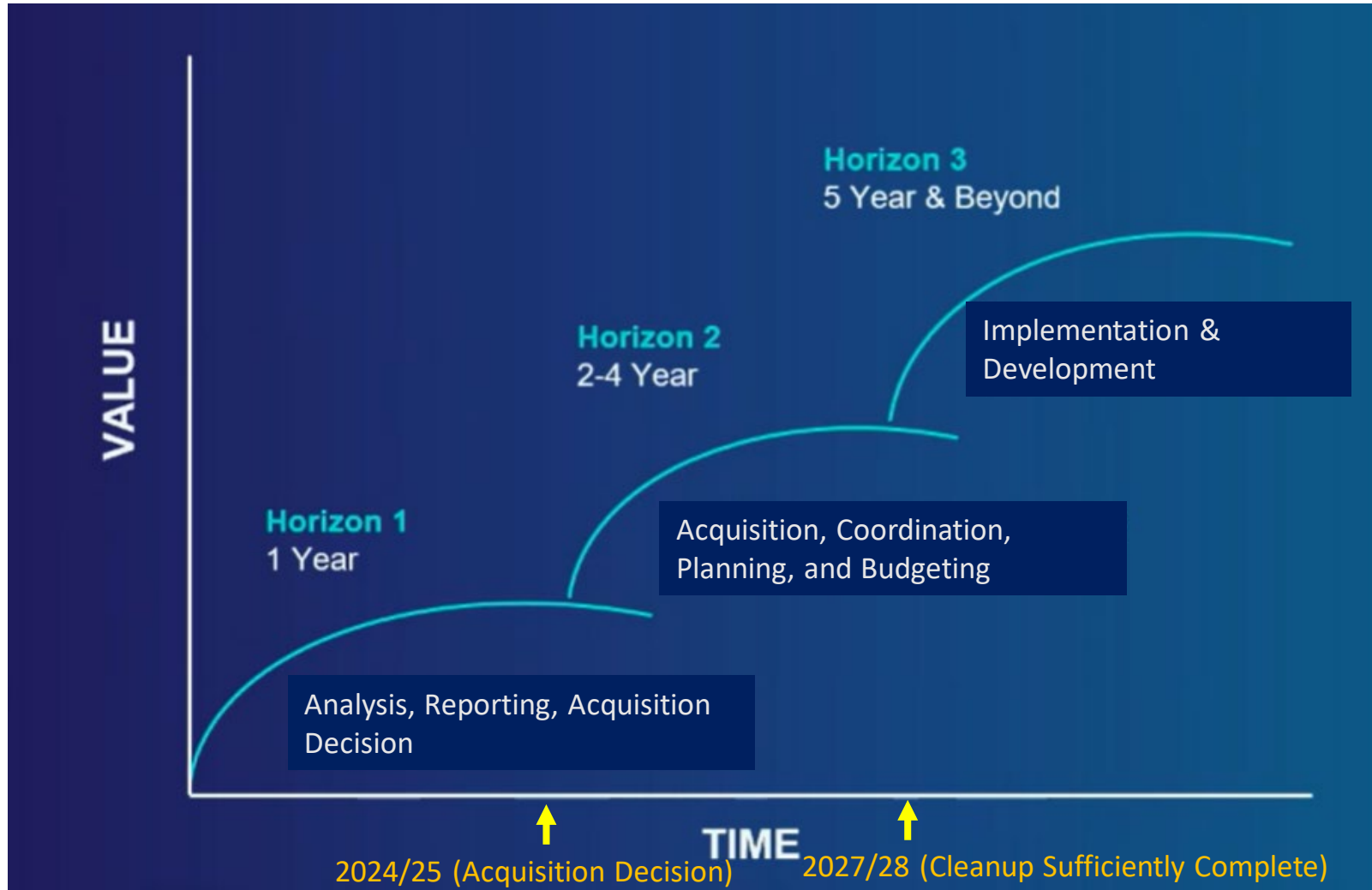
ARTICLE 2. To determine whether the Town will vote to authorize the Board of Selectmen to acquire or take by eminent domain, under terms and conditions agreeable to the Selectmen, fee, easement and/or other property interests in, on, over, across, under and along all or any portion of the property at 2229 Main Street in West Concord formerly operated by Nuclear Metals, Inc. and Starmet, Inc., shown on the assessors maps as parcel #2970-1, containing 46.4 acres more or less, to be used for municipal purposes, such use to commence following the completion of all components of the on-going work by the US Environmental Protection Agency to abate the contamination on the site other than groundwater remediation, provided that prior to such acquisition the Selectmen shall hold a public hearing at which time the specific terms and conditions of the acquisition shall be disclosed and discussed publicly, or take any other action relative thereto.

- 2015: Town provided input cleanup plans resulting in rigorous cleanup goals
- 2019: Consent Decree filed by USDOJ, binding 4 responsible/settling parties to meet cleanup goals
- 2021: Report issued on reuse options
- 2023: Select Board charged new Task Force to make final recommendation on acquisition
- May 2023: 9-member Task Force begins work; Report by 10/31/24

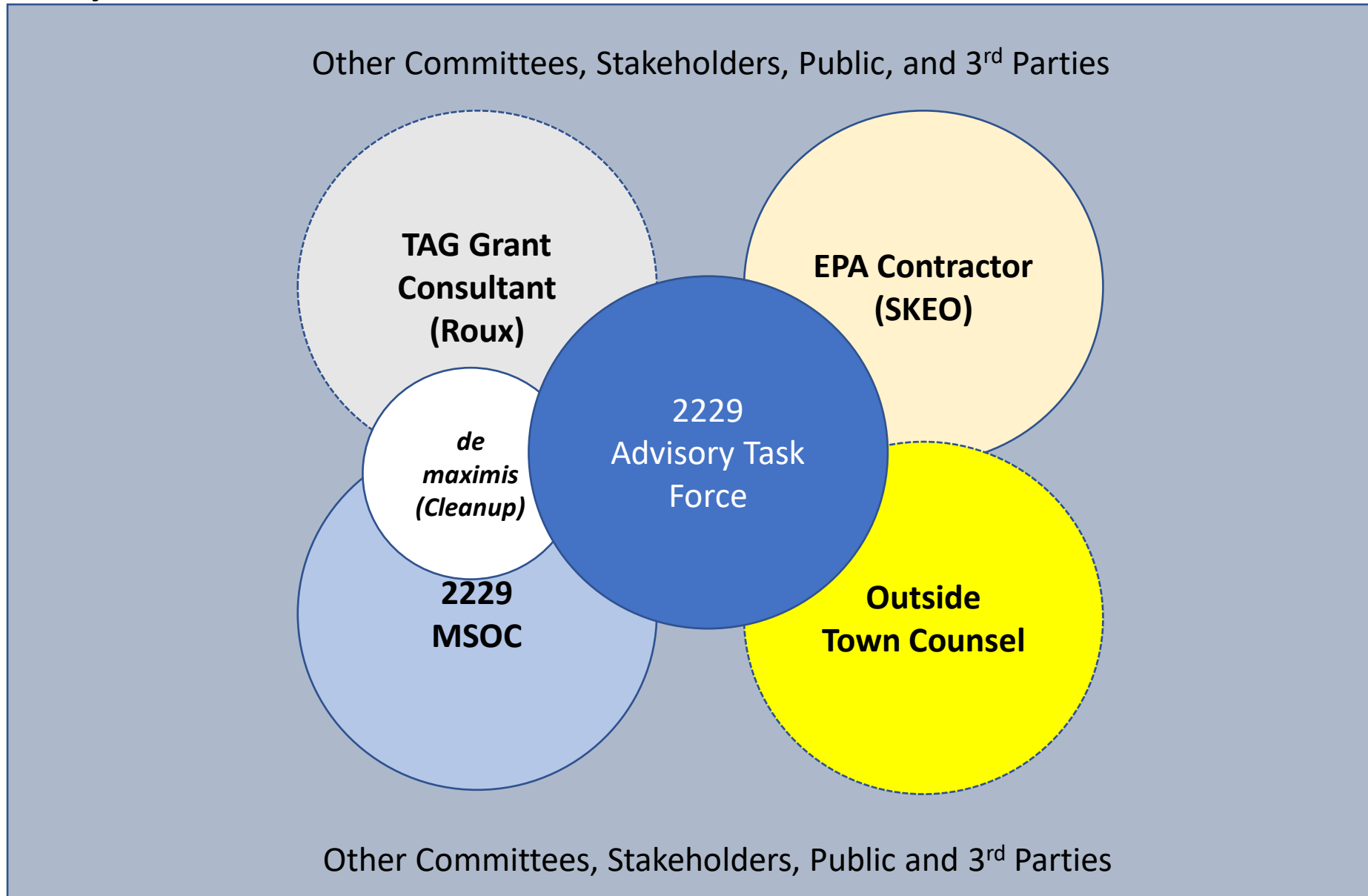
Total >\$200 million
to be spent for cleanup
at the site



2229 Main Street Acquisition Decision & Planning Time Horizons



Key Interfaces for the Task Force



Organizing to Meet the Objectives – 4 Task Force Workstreams

- Acquisition Pathway/Legal (Pam Hill, Court Booth)
 - With support of Town Counsel (Anderson Krieger)
- Reuse Options & Concept (Gary Kleiman, Rich Feeley)
 - With support of EPA's contractor (SKEO)
- Risk (Safety) of Reuse (Kurt Herman, David Ropeik)
 - With support of Town's risk consultant (Roux Associates)
- Economics of Ownership & Operations (Karl Seidman, Carrie Flood)



Town of Concord

Town Manager's Office
22 Monument Square
P.O. Box 535

Concord, Massachusetts 01742-0535

Tel: (978) 318-3000

Fax: (978) 318-3093

To: Select Board KAL
From: Kerry A. Lafleur, Town Manager
Date: September 12, 2023
Subject: FY25 Health Insurance

Since its formation in 1990, the Town of Concord has purchased its employee health insurance through the Minuteman Nashoba Health Group (MNHG) joint-purchasing collaborative, a group of 15 public entities providing coverage for nearly 6,800 covered members. MNHG offers self-funded health insurance plans through third-party administrators BC/ BS, Harvard Pilgrim Health Care and Tufts Health Plan, with both a third-party re-insurance/ stop-loss insurance, and through the MA Municipal Reinsurance Arrangement.

In recent years:

- membership of MNHG has fallen as several entities have left (Towns of Carlisle, Harvard & Tyngsborough, as well as Lincoln- Sudbury RSD) to pursue other coverages;
- loss- claims experience has been higher than the most recent historical trend; and
- fund balance has fallen below the historical trend.

Throughout each of these changes, the coverage offered through MNHG has been determined to be the most cost-effective, until FY24. For FY24, we saw our premiums increase a whopping 13.75%, with little to no ability to use fund balance to subsidize or smooth it. Unfortunately, the magnitude of the increase was not known until the beginning of Calendar Year 2023, which was too late to consider other options, as under the MNHG governance agreement, any member unit wishing to exit must notify the entity on or before December 1 of the prior year.

Understanding that the time was coming when continued membership in MNHG may no longer be the most cost-effective option, the Town reached out to MIIA, one of the largest providers of municipal health insurance, for an indicative quote for FY24 and also analyzed the FY23 rates of the Group Insurance Commission (GIC) for comparison purposes. What we found is that there is a high probability that the Town would have received better premium rates, and likely will receive better premium rates in the future, through either MIIA or the GIC. With that in mind, the Town would like to formally request a quote from MIIA for FY25, and in order to do so, MIIA is requiring a vote of the Town's Governing Body. As such, I am requesting that the Board vote to:

Authorize the Town Manager to obtain a quote from the Massachusetts Inter-local Insurance Association (MIIA) for employee health insurance for FY25 (July 1, 2024 – June 30, 2025).

At the same time, the Town will initiate the process outlined in in MGL Ch.32B, <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleIV/Chapter32B>, with its (Employee) Insurance Advisory Committee to review health insurance options for FY25. While the statutory Insurance Authority, i.e. the "decision-maker" for the Town (and Concord Public Schools) is the Town Manager, there may be certain

additional statutory actions required by the Select Board if the Town chooses to move to either MIIA or the GIC, in order to take advantage of the expedited bargaining framework provided under law.

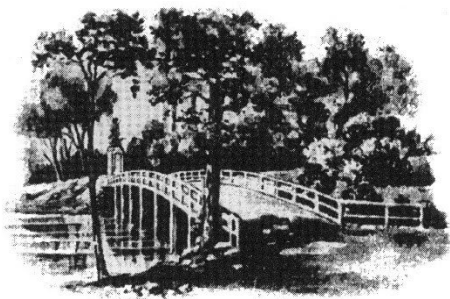
The anticipated timetable for this process is as follows:

- First Meeting: set stage (early October)
- Second Meeting: review options (mid-October)
- Third Meeting: answer questions & vote recommendation (end of October)
- Draft and execute Union Memorandum of Understanding (MOU) (before Thanksgiving)
- Provide official notice to MNHG (on or before 12/1/2023)

Based upon the preliminary information available to date, I estimate that the Town may expect to see a very low renewal for FY25, providing significant savings to both the Town and employees.

Please be in touch with any questions.

/kal



OLD NORTH BRIDGE

TOWN OF CONCORD

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

Public Comment – Civilian Aviation Noise Policy

RE: [FAA-2023-0855-0001](#)

September 1, 2023

Thank you for the opportunity to comment on FAA noise policy. We sincerely hope and expect that the FAA will adopt new noise policies and new metrics that protect overflowed communities, rivers, and wildlife habitat.

Our Town of Concord, Massachusetts abuts the general aviation airport of Hanscom Field. As the governing body of our Town, we hear frequent complaints from residents including jet noise that knocks down wall hangings and leaves citizens wondering whether there was an earthquake. One person characterized a recent flight as “the loudest sound I have witnessed in my life, ever.” Another stated that a plane flew only 25 feet above him when he stood on his roof. A third citizen stated:

“Although we are used to jet noise, on this particular day a jet came so low that we were certain it would hit our house...the noise was deafening...we were frightened for our lives.”

The private jets from this airport are sudden loud noises; often as frequently as 1 per minute. According to several scientific studies, this type of fluctuation in noise level can cause significant health effects such as spikes in adrenaline, heart rate, and blood pressure.

In addition, there are frequent flights between 11 PM and 7 AM, for which private jets pay a small fee. The frequency of these flights appears to be increasing; the fee appears to be too small to make a difference.

Minuteman National Park is located only 2 miles from Hanscom airport but is listed as an “endangered” National Park, due to pollution and noise from airplanes. Over 1,000,000 people visit this park each year, and we hear frequent reports of conversations being interrupted by sudden jet noise. This is obviously not good for the park or for the local economy.

Concord also abuts the Great Meadows National Wildlife Refuge, which appears to be in the flight path of Hanscom Airport. The frequency of sudden loud jet noise upsets wildlife, as well as residents and visitors who are seeking solitude in the Refuge.

Altogether, frequent loud bursts of jet noise are harming human health, the local economy, and the wildlife ecosystem. We believe this is an economic justice issue, with neighborhoods abutting the airport bearing the brunt of noise and health effects. It almost seems that the current system is designed to help the private jets at the expense of the 99% of our population that cannot utilize these jets.

We strongly urge the FAA to take the following measures:

1. Decrease noise by requiring certain types of aircraft along sensitive residential, park, and environmental corridors.
2. Re-write the noise guidelines for night flights, making it more difficult for noisy flights to occur when people are trying to sleep.
3. Adopt a better system for measuring flight noise, along with a better system for citizen complaints. The current system for recording noise at Hanscom airport uses AVERAGE DECIBELS per MONTH, which is not helpful for discerning individual flight noise. Citizens do not know how to report a complaint, and even if they do, they are told that the AVERAGE for the month is below the recommended 70 decibels.

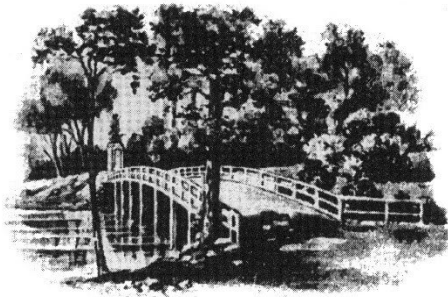
Thank you very much for your attention to this important matter.

Sincerely,

Henry Dane, Chair

Select Board

Concord, MA



OLD NORTH BRIDGE

TOWN OF CONCORD

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

Public Comment – Civilian Aviation Noise Policy

RE: [FAA-2023-0855-0001](#)

September 18, 2023

Thank you for the opportunity to comment on noise issues relating to the operations at Hanscom Field located in Concord, Bedford and Lincoln, Massachusetts; and on the policies of the FAA affecting the impact of noise on adjacent communities. We strongly urge the Agency to adopt policies that regulate aircraft noise and its effect on residents, livestock, businesses, historic sites, natural resources and wildlife, and urge the FAA to adopt new metrics to provide more useful information about peak noise levels and their frequency in addition to the monthly average levels currently recorded.

The Town of Concord, Massachusetts abuts the general aviation airport of Hanscom Field. As the governing body of our Town, we hear frequent complaints from residents about aircraft noise which is loud enough that it knocks down wall hangings and violent enough to suggest an earthquake. One person characterized a recent flight as “the loudest sound I have witnessed in my life, ever.” Another stated that a plane flew only 25 feet above his home. A third citizen stated:

“Although we are used to jet noise, on this particular day a jet came so low that we were certain it would hit our house...the noise was deafening...we were frightened for our lives.”

The jets leaving and arriving at Hanscom at low altitudes create sudden bursts of extremely loud noise for those on the ground below, sometimes as frequently as a minute or two apart. A number of studies suggest that such fluctuating bursts of high-volume noise are more than an annoyance and can have significant health effects such as spikes in adrenaline, heart rate, and blood pressure.

In addition, the surcharges imposed on flights between 11 PM and 7 AM are insufficient to prevent these late-night flights from becoming an ongoing and ever increasing nuisance.

Minuteman National Historical Park located a short distance from Hanscom, and the location of the first shots fired in the American Revolution in 1775 is listed as an “endangered” National Park, due to pollution and noise from aircraft. Over a million people visit this park each year, only to have their conversations drowned out by the noise of planes overhead. This is disrespectful of the patriotic heritage represented by the Park and of its visitors. Since the Park and its visitors are an important part of the local economy, this has an impact on both business and the tax revenues generated by these visitors.

The airport also abuts the Great Meadows National Wildlife Refuge, which is crossed by the flight path of planes under prevalent wind conditions. The frequency of sudden loud jet noise disturbs the habitat of the many rare species that have found a home and breeding place in this retreat, and also those nature lovers seeking solitude in the Refuge.

In summary, frequent loud bursts of jet noise are harmful to human health, and comfort, the local economy, and our wildlife ecosystem. We believe this noise pollution is an unfair burden to be imposed on our community that has contributed so much to the nation’s history, has made such extraordinary efforts to preserve our national heritage, to conserve and protect our natural environment and to make sustainability a part of our civic culture.

We urge the FAA to take the following measures:

1. Decrease noise by regulating the flight paths and approach altitudes of high noise aircraft so that they do not take off and land over sensitive environmental and historic areas;
2. Adopt more stringent rules to limit late night take offs and landings especially for large aircraft;
3. Adopt a more comprehensive system for monitoring flight noise than the current system which only records average decibels per month which is not helpful for discerning individual flight noise and the frequency of high-volume noise events; and
4. Provide and publicize a reporting system for citizen and local agency noise complaints which would be relayed to Town officials on a regular basis.

Thank you very much for your attention to this matter which is of serious concern to us as neighbors to Hanscom Airfield.

Very truly yours,

Henry Dane, Chair,
Concord Select Board

cc:

Senator Elizabeth Warren

Senator Ed Markey

Congresswoman Lori Trahan

Senator Michael Barrett

Representative Simon Cataldo

Representative Carmine Gentile

Simone Moneteleone, Superintendent of Minuteman National Historical Park

Chris Carmody, Risk and Compliance Manager and Legislative Liaison



The Honorable Governor Maura Healey
Office of Constituent Services
Massachusetts State House, 24 Beacon St.
Office of the Governor, Room 280
Boston, MA 02133

August 7, 2023

RE: Proposed North Airfield Expansion at Hanscom Airport and Contradiction to Commonwealth's Climate Goals

Dear Governor Healey,

We, the undersigned Select Boards of Bedford, Concord, Lexington, and Lincoln, extend our appreciation for the bold and ambitious Climate Goals you have set forth for our Commonwealth. We write to bring your attention to a pressing environmental concern regarding the proposed North Airfield Expansion at Hanscom Airport and its potential contradiction to the state's climate objectives.

At the forefront, we must address the critical issue of greenhouse gas emissions. While this expansion project may be in our backyards, we recognize that carbon emissions impact the atmosphere regardless of their origin. We respectfully request your support in opposing any private jet hangar expansion at Hanscom or elsewhere, emphasizing the urgent need for all sectors, in all locations, to work collaboratively towards reducing CO2 emissions.

Our towns have been diligently working hand-in-hand with the State government to achieve our greenhouse gas emission reduction targets by 2030, and we have made significant progress. However, the proposed North Airfield expansion would undermine these efforts, exacerbating greenhouse gas emissions and directly contradicting the climate goals pursued by our towns, the Commonwealth, and the nation. Furthermore, this expansion stands in stark contrast to Massport's own Master Plan of 1978 and the MAPC MetroCommon 2050 plan. It undermines Massport's goal of zero greenhouse gas impacts by 2031, a commitment acknowledged in the project's ENF. Although Massport doesn't regulate individual airplanes, excluding reduced carbon emissions goals from the airplanes using its facilities seems inconsistent with setting these goals.

In light of the above, we humbly appeal to your leadership and authority to limit the expansion of private jet capacity at Hanscom Airport or any other airport in the state. Taking such a stand would send a resolute message to Massport and other airport owners that these expansions are incongruent with the drastic and unprecedented steps we must take to reduce CO2 emissions.

To address this matter effectively, we respectfully request your attention to the following actions over the coming months:

- Ensure a comprehensive and accurate Environmental Impact Review (EIR) takes place, with specific focus on climate change and the carbon footprint. The EIR should incorporate a comprehensive public cost/benefit analysis, addressing noise levels, air quality, vehicle traffic, impacts on rare species, and effects on the local economy.
- Give serious consideration to the environmental justice implications of this project and, based on such considerations, exercise the full extent of your powers to halt Massport's expansion plans for private jet capacity at Hanscom Field.

We, the undersigned Select Boards, stand ready to join forces with you in this crucial endeavor to combat climate change. Please inform us of specific actions we can collectively undertake to support this cause.

Sincerely yours,

Bedford Select Board

_____	_____	_____
BOPHA MALONE, CHAIR	SHAWN HANEGAN	MARGOT FLEISCHMAN
_____	_____	
EMILY MITCHELL	PAUL MORTENSON	

Concord Select Board

_____	_____	_____
HENRY DANE, CHAIR	MARY HARTMAN	TERRI ACKERMAN
_____	_____	
LINDA ESCOBEDO	MARK HOWELL	

Lexington Select Board

_____	_____	_____
JOSEPH N. PATO, CHAIR	SUZANNE E. BARRY	DOUGLAS M. LUCENTE
_____	_____	
JILL I. HAI	MARK D. SANDEEN	

Lincoln Select Board

_____	_____	_____
JAMES HUTCHINSON, CHAIR	JENNIFER GLASS	KIMBERLY BODNAR

CC:
 Ms. Gina Fiandaca,
 Secretary and CEO of MassDOT
 MassDOT Board of Directors

10 Park Plaza
 Boston, MA 02116
 Secretary Rebecca Tepper

Executive Office of Energy and Environmental
Affairs

100 Cambridge St., 9th Floor
Boston, MA 02114

Lisa S. Wieland, CEO, Massport
Patricia Jacobs, Chair, Massport Board of Directors
Melissa Hoffer, Office of Climate Innovation and Resilience
Senator Elizabeth Warren
Senator Ed Markey
Congresswoman Katherine M. Clark
Congresswoman Lori Trahan
Congressman Seth Moulton
Sen. Cindy F. Friedman
Sen. Michael J. Barrett
Rep. Michelle L. Ciccolo
Rep. Kenneth I. Gordon
Rep. Simon Cataldo
Rep. Carmine Gentile
Rep. Tom Stanley
Town of Lexington, Town Meeting Members

Communications and Documents of Interest for Information but Not Discussion

- I. Remarks from Chair Dane regarding
Concord 2025 Executive Committee

STATEMENT OF HENRY J. DANE, CHAIR
CONCORD 2025 EXECUTIVE COMMITTEE
September 8, 2023

A worthy celebration of the 250th Anniversary of the events which took place in Concord on April 19, 1775 has been a commitment of mine since long before I joined the Select Board; and once on the Board, I assumed the task of organizing the 2025 Executive Committee to plan, coordinate and supervise these events. These were events that changed the course of history, and as custodians of the place where they took place, it is essential to recognize that their significance goes far beyond the issues of the day and our “six myles of land square.”

Since the Committee was first organized in May of 2022, we have appointed a dozen members who serve at large or as chairs of 8 subcommittees which together have over 50 members. We have had almost weekly meetings and accomplished a great deal in a short time given that we have built an organization from scratch with nothing more as a model than faint recollections going back over a hundred years. All this has been accomplished with no paid staff, and virtually no expense to the Town.

As we approach the final year-and-a-half leading up to April, 2025, the responsibilities and time commitments of the Committee Chair will only be

more demanding; while, at the same time, as Chair of the Select Board I will play a critical role in planning the Town budget for the '25 Fiscal Year and the April '24 Town Meeting, as well as dealing with a number of substantial issues that will affect the character and environment of the Town for many years to come.

It is therefore necessary for the Executive Committee to take on new leadership and to consider some structural changes necessary to its continuing effectiveness. Given my other responsibilities, I do not have the time to bring about these changes. Therefore, effective September 30, I will resign as Chair of the Executive Committee and turn it over to new leadership. I will remain a member of the Executive Committee both in my own right as its founding member and as the representative of the Select Board, and will participate as time allows. The support I will provide as Chair of the Select Board will continue. Finally, I have full confidence in the ability of the Executive Committee to go forward to get the job done with distinction, and thank the members for their extraordinary efforts on behalf of the Town.