

**TOWN OF CONCORD
SELECT BOARD
AGENDA
February 5, 2018**

7PM – Select Board Meeting Room – Town House	
1.	Call to Order
2.	Consent Agenda: • Town Accountant’s Warrants
3.	Town Manager’s Report
4.	7:05 Public Hearing – Dog Hearing, 15 Chase Street, Dangerous dog “Blue”
5.	Continue Discussion of Punkatasset Parking Situation – Rich Reine & Delia Kaye
6.	Concord Chamber of Commerce Update – Jane Obaggy
7.	HeatSmart Program Update – Comprehensive Sustainable Energy Committee
8.	Review & Approve Agreement with Carlisle Water Customers to Settle Litigation
9.	Review PCCC Policy for Motorized Vehicles at Patriots Day Parade
10.	Consider Time Extension for Dog Park Feasibility Study Committee Charge
11.	Consider Time Extension for Affordable Housing Funding Committee Charge
12.	Discuss Draft Charge for Cable Television Advisory Committee
13.	Review Draft Charge for Cultural District Advisory Committee
14.	MSBA Statement of Interest Concord Middle School – John Flaherty, Dep. Sup. of Finance & Operations
15.	Public Comments
16.	Committee Liaison Reports
17.	Miscellaneous/Correspondence
18.	Committee Nominations: Paul Ware of 525 Lexington Road to the Historic Districts Commission as an associate member for an unexpired term to expire January 1, 2020
19.	Committee Appointments: Susanne Jarnryd of 61 Hubbard Street to the Dog Park Feasibility Study Committee to fill an unexpired term to expire May 31, 2018
20.	Adjourn to Executive Session for the purpose of discussing Land Acquisition

PENDING

Monday	February 19	All Day	Presidents Day	Town Offices Closed
Tuesday	February 20	7PM	Select Board Meeting	Town House
Monday	February 26	7PM	Finance Committee Public Hearing	Harvey Wheeler Community Center
Tuesday	February 27	7PM	Finance Committee Public Hearing	Harvey Wheeler Community Center
Monday	March 5	7PM	Select Board Public Hearing	Harvey Wheeler Community Center
Tuesday	March 6	7PM	Planning Board Public Hearing	Harvey Wheeler Community Center
Monday	March 12	7PM	Finance Committee Public Hearing	Harvey Wheeler Community Center
Monday	March 12	7PM	Select Board Meeting	Town House
Monday	March 26	7PM	Select Board Meeting	Town House
Friday	March 30	All Day	Passover	No evening meetings
Sunday	April 1	All Day	Easter	
April 9, 10, 11, 12		6:30PM	Select Board Meeting	CCHS
April 9, 10, 11, 12		7PM	Annual Town Meeting	CCHS
Monday	April 23	7PM	Select Board Meeting	Town House
Monday	May 7	7PM	Select Board Meeting	Town House

Town of Concord
Finance Department
memorandum

TO: Christopher Whelan, Town Manager
FROM: Kerry A. Lafleur, Finance Director
SUBJ: Concord Carousel Scholarship Fund Committee Gift
DATE: January 29, 2018

Please place on the Select Board's agenda the following gift to the Concord Carousel Scholarship Fund. These funds were collected through a silent auction in conjunction with this year's Noon Year's Eve Event.

Concord Carousel Scholarship Fund Committee c/o Erin Fife 188 Laws Brook Rd. Concord, MA 01742	\$4317.58
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Account:
0023-520-630-0235-4850-0000
Carousel Preschool Scholarship Fund

Accepted: _____
Clerk

Date: _____

From (Dept): 133 FINANCE ADMINISTRATION
Entered by: Malyssa Simard
User Batch: 41031
Bank: BA01 BANK OF AMER GENL DEPOSITORY

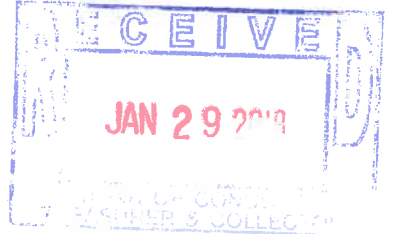
Code	Code Description	Account#	Transaction Note	Amount
GENERAL	MISCELLANEOUS	0023-520-630-0235-4850-0000	CCSFC Silent Auction Gift	4,317.58
Total:				4,317.58
Coin Total \$				
Cash Total \$				
Check Total \$		4,317.58		
Other Total \$				
Total for Deposit \$		4,317.58		

Date: 29-Jan-2018 Entered by: Malyssa Simard
User Batch: 41031
Bank: BA01 BANK OF AMER GENL DEPOSITORY

To the Town Accountant:

The above is a detailed list of moneys collected by me amounting to \$ 4,317.58

Malyssa Simard
FINANCE ADMINISTRATION



To the Officer making the payment:

I have received from the FINANCE ADMINISTRATION the sum of _____
on this _____ day of _____ 2018

Kerry J. Lafleur
Town Treasurer

CHASE
CHASE ONLINE BILL PAYMENT
PO BOX 15944
WILMINGTON DE 19850-594
(800) 472-6236

Apply to Acct **CharityAuctionsToday Payout**
CHARITY AUCTIONS TODAY.COM LLC
7630 CHERRY TREE LN
WILLOWBROOK IL 60527-2333
CharityAuctionsToday Payout

543497725
25-3/440
01-11-2018



Pay **FOUR THOUSAND THREE HUNDRED SEVENTEEN AND 58/100** Dollars



\$4,317.58

To the Order of
00165 BPC 001 001 18011 - 543497725 1 OF 1
TOWN OF CONCORD
ATTN RYAN KANE
90 STOW ST
90 STOW ST. CONCORD MA 01742

Security features included. Details on back.
Check Void After 90 Days
Christy J. Maunelle
JPMorgan Chase Bank, N.A. Columbus, Ohio

⑈ 543497725⑈ ⑆ 044000037⑆ 658533013⑈



Town of Concord
Finance Committee
22 Monument Square
P.O. Box 535
Concord, Massachusetts 01742

January 29, 2018

Erin Fife
Concord Carousel Scholarship Fund Committee
188 Laws Brook Rd.
Concord, MA 01742

Re: Carousel Preschool Scholarships Gift

This will acknowledge your gift totaling \$4317.58 made to the Carousel Preschool Scholarship Account. Thank you for your generous contribution.

Sincerely,

Kerry A. Lafleur
Town Treasurer

cc: Town Manager
cc: COA Director

This gift is deductible for federal income tax purposes to the extent allowed by law. No goods or services were provided in return for this gift. The Town's Tax Exempt ID number is 04-6001121. Gifts made to the Town are deductible in accordance with IRC section 170(c)(1).

Malyssa Simard

From: Christine Kelleher
Sent: Thursday, February 01, 2018 8:48 PM
To: Malyssa Simard
Subject: Charity Auctions Today Payout Check is for Carousel Preschool Fundraiser

Malyssa,

The \$4317.58 check from Charity Auctions Today Payout is from the Online Auction Fundraiser in conjunction with Noon Year's Eve event Fundraiser for the Carousel Preschool Scholarship Fund.

Thank you,

Christine Kelleher

Sr. Administrative Assistant
Concord Recreation Department
Phone: (978)-287-1052
<http://www.concordrec.com/>





OLD NORTH BRIDGE

TOWN OF CONCORD

SELECT BOARD'S OFFICE
22 MONUMENT SQUARE – P.O. BOX 535
CONCORD, MASSACHUSETTS 01742

TELEPHONE (978) 318-3001
FAX (978) 318-3002

PUBLIC HEARING NOTICE

Notice of Dog Hearing Town of Concord Select Board

The Select Board will hold pursuant to MGL Chapter 140, § 157 and Town of Concord Dog Bylaw § 1,2,3,4; a public hearing on February 5, 2018 at 7:05 p.m. in the Select Board Meeting Room, 22 Monument Square.

The Select Board will hear testimony from the Animal Control Officer as follows:

Complaint(s): Dangerous dog "Blue"

Owner: Rachel Hitchcock

Address: 15 Chase Road

By order of the
SELECT BOARD

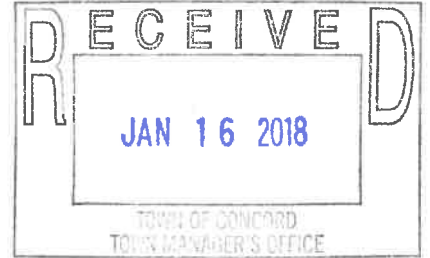
Thomas McKean, Clerk

BOARDMANS ANIMAL CONTROL INC

Jennifer A. Condon – Owner, Animal Control Inspector/Officer
Town of Concord Massachusetts Animal Control Office

January 13, 2018

Christopher Whelan
Town Manager
Town of Concord Massachusetts



Reference: 15 Chase Road, Hitchcock Residence, Dog aka "Blue"
MGL CHAPTER 140 §157; AND TOWN OF CONCORD DOG BYLAW §1, 2, 3, 4

Dear Mr. Whelan,

I would like to bring to your attention the action recently taken by myself relative to the Hitchcock dog, aka "Blue", referenced above. You may or may not be aware there have been several known issues regarding "Blue" whereas the dog has in the past attacked 3 dogs', and 1 reported human bite; the appropriate 10-day quarantine orders were issued per M.G.L. Chapter 129 §2, 21, 22. In addition to the above known incidents, I have received numerous complaint calls over the past 5 years. In addition to issuing citations, I have attempted to resolve all issues with the dog owner on numerous occasions.

Due to the recent incident on December 27, 2017; I issued a 14-day Restraining/Muzzle order against the Hitchcock's dog, "Blue"; this order was hand delivered by myself with the Police to the dog owner on January 5, 2018. It is my intention to extend this order on January 18, 2018, and continue to do so pending final resolution by the town.

It is my request as per M.G.L. Chapter 140, and the Town of Concord By-laws; that a permanent Restraining/Muzzle order (or other restraint orders) be issued by the Board of Selectmen; or that a public hearing be scheduled as per Concord Dog By-law, Section 3.

Please refer to the attachments.

I look forward to hearing from you.

Respectfully yours,

Jennifer A. Condon
Jennifer A. Condon

Cc: Chief O'Connor, Concord Police Department

ATTACHMENTS: CALL LOGS 2013 – 2017
14-DAY RESTRAINING/MUZZLE ORDER DATED JANUARY 5, 2018

Jabbal@verizon.net

**TOWN OF CONCORD
OFFICE OF ANIMAL CONTROL
CONCORD POLICE DEPARTMENT
CONCORD MASSACHUSETTS 01742**

January 5, 2018

Rachel Hitchcock
15 Chase Road
Concord, Massachusetts 01742

REFERENCE: Town of Concord Dog By-Laws
Sections: 2 and 3; M.G.L. CHAPTER 140 §136A AND 157

****** INTERIM 14-DAY RESTRAINING / MUZZLE ORDER ******

Dear Mrs. Hitchcock:

You are hereby notified in writing that your dog is being placed on a 14-DAY restraining/muzzle order as of the above date until further notice; follow up report pending to the Board of Selectmen.

Dog Name: "BLUE"
Breed: Hound Mix; Male/N

This restraining order requires that your dog must be restrained on your property at all times additionally if taken off the property for any type of medical treatment the dog must be muzzled at all times. I have initiated this action per the Town of Concord Bylaws (Sections 2 and 3 referenced above) because of the prior incidents on file with my office; most recent being on December 27, 2017; where your dog being walked by your Son, leashed, attacked a leashed dog (Shih-Tzu) being walked by its owner Julie Miller of 165 Central Street.

This order will remain in effect and extended until further notice or pending the outcome of any hearing scheduled if necessary by the Town of Concord, Board of Selectmen within this timeframe.

It is imperative that you understand any violation of this restraining/muzzle order without the prior authorization of this office will result with penalties being issued for each occurrence as per Town By-Law Section 4 and the State M.G.L. Chapter 140 §136A, and 157.

If you have any questions you may contact me through the Town of Concord, Police Department.

Respectfully yours,

Jennifer A. Condon – Animal Control Inspector/Officer

Cc: Chief, Town of Concord Police Department

JENNIFER A. CONDON – ANIMAL CONTROL INSPECTOR/OFFICER

TOWN OF CONCORD

HITCHCOCK K9 – “BLUE” CALLS LOGGED WITH ACO

2015 -> DECEMBER 2017

2015: 2 CALLS IN AUGUST RESULTING WITH 1/10-DAY QUARANTINE ORDER ISSUED IN AUGUST FOR ANIMAL BITE.

2016: 2 CALLS, 1/IN JANUARY 2016 AND 1/IN NOVEMBER 2016 RESULTING WITH 1 10-DAY QUARANTINE ORDER ISSUED IN NOVEMBER FOR HUMAN BITE.

2017: 3 CALLS, 1/IN OCTOBER 2017, 1/IN NOVEMBER 2017, AND 1/IN DECEMBER 2017 RESULTING WITH 2 10-DAY QUARANTINE ORDERS ISSUED, ONE IN OCTOBER AND ONE IN DECEMBER, BOTH FOR ANIMAL BITES.

CONCORD ANIMAL LOGS – AUGUST 2015

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL

DATE: 8/21/15 TIME: 0923 PP R/P'S NAME: Caroline ADDRESS: ADDRESS TELEPHONE: 804-514-2972

ANIMAL INFORMATION:

BREED: BIRD – "Blue Crown head" COLOR: COLOR SEX: SEX OTHER: OTHER LICENSE #: LICENSE #

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL

DATE: 8/21/15 TIME: 1742 PP R/P'S NAME: Julie ADDRESS: ADDRESS TELEPHONE: 978-397-6282

ANIMAL INFORMATION:

BREED: K9 – Hound X COLOR: COLOR SEX: SEX OTHER: "Blu" LICENSE #: LICENSE #

OWNER INFORMATION:

NAME: Rachel Hitchcock ADDRESS: ADDRESS TELEPHONE: TELEPHONE

COMMENTS: dog loose in area; Jennifer made contact with Hitchcock dog slipped out of fence yard, will go and get him right away.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL

DATE: 8/25/15 TIME: 1533 PP R/P'S NAME: Nancy Palmer ADDRESS: 69 Francis St TELEPHONE: 978-505-7282

ANIMAL INFORMATION:

BREED: K9- Hound Mix COLOR: COLOR SEX: SEX OTHER: "Blu" LICENSE #: LICENSE #

OWNER INFORMATION:

NAME: Rachel Hitchcock ADDRESS: ADDRESS TELEPHONE: TELEPHONE

COMMENTS: RP's dog had altercation with her dog, dog nipped at her dog; ordered 10 day quarantine to Hitchcock's dog.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL

DATE: 8/26/15 TIME: 1503 P/P R/P'S NAME: Marty Jagar ADDRESS: 131 Assabet TELEPHONE: 603-852-2661

ANIMAL INFORMATION:

BREED: K9 – Pit Bull COLOR: COLOR SEX: SEX OTHER: OTHER LICENSE #: LICENSE #

CONCORD ANIMAL LOGS – JANUARY 2016

—TYPE OF CALL: **COMPLAINT**, LOST, FOUND, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL

DATE: 1/17/16 TIME: 2200 PP R/P'S NAME: Kim West ADDRESS: ADDRESS TELEPHONE: 978-505-3864

ANIMAL INFORMATION:

BREED: K9 COLOR: COLOR SEX: SEX OTHER: OTHER LICENSE #: LICENSE #

OWNER INFORMATION:

NAME: Lefebvre ADDRESS: 106 Elm St TELEPHONE: 978-254-5157

COMMENTS: (refer to calls on 1/7 and 1/16/16) dog is barking non-stop again; Jennifer called dog owner left (2nd message).

—TYPE OF CALL: **COMPLAINT**, LOST, FOUND, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL

DATE: 1/21/16 TIME: 0827 PP R/P'S NAME: Jim McKay ADDRESS: ADDRESS TELEPHONE: 978-371-1039

OWNER INFORMATION:

NAME: Rachel Hitchcock ADDRESS: 15 Chase Rd TELEPHONE: TELEPHONE

COMMENTS: RP reporting that there is a missing picket from Hitchcock's fence; Jennifer made contact with Rachel, they are in process of having fence repaired.

—TYPE OF CALL: **COMPLAINT**, LOST, FOUND, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL

DATE: 1/23/16 TIME: 0933 PP R/P'S NAME: R/P'S NAME ADDRESS: Estabrook Rd TELEPHONE: TELEPHONE

ANIMAL INFORMATION:

BREED: K9 COLOR: COLOR SEX: SEX OTHER: OTHER LICENSE #: LICENSE #

COMMENTS: Susanna Reed's neighbor reporting a dog inside Susanna's horse pen, states owner trying to get the dog out; Jennifer notified 0935 calling Susanna directly.

—TYPE OF CALL: COMPLAINT, LOST, **FOUND**, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL

DATE: 1/23/16 TIME: 1401 PP R/P'S NAME: Gregg ADDRESS: ADDRESS TELEPHONE: 617-281-6218

ANIMAL INFORMATION:

BREED: K9 – Mutt possible Pit Mix COLOR: COLOR SEX: SEX OTHER: OTHER LICENSE #: CARVER tag on

COMMENTS: CB/RP @1410 informed found owner, all set.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, **PICKUP**, BITE, WILDLIFE, MISC., DEAD ANIMAL

DATE: 11/18/16 TIME: 1222P PP R/P'S NAME ADDRESS TELEPHONE
345 Sudbury Rd

ANIMAL INFORMATION:

BREED COLOR SEX OTHER LICENSE #
K9 – English Cocker Spaniel white w/brown MN chip # 985112005211219

COMMENTS: Donna picked up and secured in kennel.

—TYPE OF CALL: COMPLAINT, **LOST**, FOUND, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL

DATE: 11/18/16 TIME: 1511P PP R/P'S NAME ADDRESS TELEPHONE
Carolyn (child-12 years old) 26 Brooks St 971-777-5612

ANIMAL INFORMATION:

BREED COLOR SEX OTHER LICENSE #
K9 – (2) Golden and Cocker Spaniel NEW

OWNER INFORMATION:

NAME ADDRESS TELEPHONE
Erica Allard 26 Brooks St 480-414-3453

COMMENTS: both dogs have leashes on; CB/RP informed to have her Mother or Father get in touch with office, cannot discuss with child. Mother called office back, informed we have dogs in kennel, dogs are not licensed, they just arrived in late October and RP is new resident. Informed to have rabies certificate's fax to us, collected \$ for license (s) from owner, dogs released from kennel at 1700P.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, **BITE**, WILDLIFE, MISC., DEAD ANIMAL

DATE: 11/18/16 TIME: 2117P PP R/P'S NAME ADDRESS TELEPHONE
Lyra Rashbaum 110 River St/Acton 978-394-5917

ANIMAL INFORMATION:

BREED COLOR SEX OTHER LICENSE #
K9 – Hound Mix white/gray MN "Blue" rabies expired 2/22/16 2016 /#

OWNER INFORMATION:

NAME ADDRESS TELEPHONE
James Hitchcock 15 Chase Rd 978-831-9062

COMMENTS: RP at station reporting 2 days ago, when delivering pizza to above address, dog got out of front door and she was assisting owner with retrieving the dog and it bit her; states she was treated at Emerson Hospital (no notification received) by ACO. Informed victim we must get back to her on Monday after verifying rabies status on dog. RP does not want anything to happen to the dog, it was just an accident, dog was not vicious. On 11/21/16 @1009A left message for dog owner, confirmed rabies expired, informed dog on 10-day quarantine order, after sign off he must get the dogs' rabies updated. Victim was updated on 11/21/16 of rabies status, and action taken.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, **MISC.**, DEAD ANIMAL

DATE: 11/19/16 TIME: 1123A PP R/P'S NAME ADDRESS TELEPHONE
Catalina 973-482-3670

ANIMAL INFORMATION:

BREED COLOR SEX OTHER LICENSE #
K9

COMMENTS: RP's dog on quarantine which should end today; CB/RP informed if officer is available will attempt to do sign off today, but it could be Monday.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL

DATE: 10/30/17 TIME: 1647P VM R/P'S NAME ADDRESS TELEPHONE
978-369-7379

ANIMAL INFORMATION:

BREED GROUNDHOG COLOR SEX OTHER LICENSE #

COMMENTS: RP has problem with groundhog on property, would like to trap but wants to know what to do with animal once it is trapped; CB/RP 1658P informed laws relating to no trapping/relocation, told to try smoke bomb process first, if unsuccessful to contact PPC.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL

DATE: 10/31/17 TIME: 0830A PP R/P'S NAME Barbara ADDRESS TELEPHONE
369-0575

ANIMAL INFORMATION:

BREED COYOTE COLOR SEX OTHER LICENSE #

COMMENTS: RP reporting coyote chased her dog around property.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL

DATE: 10/31/17 TIME: 1017A PP R/P'S NAME ADDRESS TELEPHONE
Sandy Pond Rd

ANIMAL INFORMATION:

BREED K9 COLOR SEX OTHER LICENSE #

COMMENTS: Stray dog reported in area.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL

DATE: 10/31/17 TIME: 1207P PP R/P'S NAME Heather Schwartz ADDRESS TELEPHONE
617-653-7745

ANIMAL INFORMATION:

BREED K9 COLOR SEX OTHER LICENSE #
"Blue"

OWNER INFORMATION:

NAME Rachel Hitchcock ADDRESS 15 Chase Rd TELEPHONE 978-831-3802

COMMENTS: RP reporting that Hitchcock's dog bit her dog 10 days ago; CB/RP inquired why she did not report when incident occurred, stated she thought "others" were going to report? Jennifer contacted Rachel, was not aware of incident, Blue's rabies is expired, told to obtain appointment asap and get rabies done; issued 10-day quarantine order on "Blue". Rachel called back officer has appointment for rabies on 11/1/17 @1530P, told license dog after rabies was done. Officer to follow up and release quarantine order after Vet appointment.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL
 DATE: 11/7/17 TIME: 1703P PP R/P'S NAME: Mrs. McBride ADDRESS: TELEPHONE: 978-500-3491
 ANIMAL INFORMATION:
 BREED: K9 - Lab COLOR: Black SEX: OTHER: LICENSE #
 COMMENTS: CB/RP no answer, left message

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL
 DATE: 11/8/17 TIME: 1210P PP R/P'S NAME: Thayer Swartwood ADDRESS: 53 Prairie St TELEPHONE:
 ANIMAL INFORMATION:
 BREED: K9 COLOR: SEX: OTHER: "Blue" LICENSE #
 OWNER INFORMATION:
 NAME: Hitchcock ADDRESS: TELEPHONE:
 COMMENTS: RP is new resident who has concerns about Hitchcock's dog, has "heard" a lot of talk about the dog, had questions about people and dog. Jennifer informed RP unless he has been personally involved with incident she is not going to discuss the people or the dog with him.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL
 DATE: 11/9/17 TIME: 1354P PP R/P'S NAME: Melany ADDRESS: TELEPHONE: 617-306-2397
 ANIMAL INFORMATION:
 BREED: K9 - Aust. Cattle COLOR: SEX: OTHER: LICENSE #
 COMMENTS: reporting loose in the Jennie Duggan area; CB/RP no answer, left voicemail.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL
 DATE: 11/11/17 TIME: 1240P PP R/P'S NAME: Loretta ADDRESS: 7 Birch Black Lane TELEPHONE: 561-706-5217
 ANIMAL INFORMATION:
 BREED: FELINE - Black/white COLOR: SEX: OTHER: "Toby" LICENSE #
 COMMENTS: CB/RP informed to try and put liter box outside, not clean, see if cat catches its' scent.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
12/27/17	1315P PP	Julie Miller	165 Central St	312-771-9930

ANIMAL INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
K9 - Hound Mix	white/gray	MN	"Blue"	2017/#

OWNER INFORMATION:

NAME	ADDRESS	TELEPHONE
Rachel Hitchcock	15 Chase Rd	978-831-9062

COMMENTS: RP was walking her dog, Shiatzu on leash down West St when she encountered Hitchcock's teenager with dog also leashed; when she realized who the person/dog was she picked her dog up into her arms states Hitchcock's dog "lunged" up and grabbed her dog which has injuries; this is 2nd time she has had issue with dog, wants something done about it(?) Informed RP Officer Condon is on a call, as she is she is available I would have her return her call, wanted to know when Officer would call her, informed do not know as she is on existing call right now, not sure when she would be available but I would have her call her back as soon as she is. (note, RP kept insisting I was aware of this dog, informed Officer may be, but I was not an Officer)

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, MISC., DEAD ANIMAL

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
12/27/17	1418P Voicemail	Julie Miller	165 Central St	312-771-9930

ANIMAL INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
K9				

COMMENTS: RP left message expecting a call back from Officer; Jennifer still not available. UPDATE: Jennifer informed at 1440P of calls received; Jennifer went immediately to Hitchcock's, dog has been placed on 10-day quarantine order, also informed Rachel/owner dog was being put on muzzle order too. Informed anytime dog is out of her dwelling/home it must have a muzzle on, effective immediately. According to Rachel Hitchcock's teenage Son, he encountered Miller who had her dog on a retractable leash, Mrs. Miller "yelled at him" that her dog was not friendly, but he did not immediately understand what she was yelling, they passed each other and that is when his dog, "Blue" jumped up at the little dog barking at him. Jennifer returned RP's calls at 15:15P, RP stated what had occurred, confirmed her dog was on a retractable leash, Jennifer indicated to her that when approaching the other dog, she should have pulled her dogs' leash back in, she indicated she did so, and she picked up her dog but that is when Hitchcock's dog jumped up at her dog. She indicated to Jennifer that she felt Jennifer was upset with her as she had her dog on a retractable leash, Jennifer informed no that was not the case, not upset with her at all. Jennifer informed her that she had already responded to Hitchcock's and placed the dog on the 10-day quarantine order, also placed on a muzzle order; Julie Miller indicated she was fine with that but feels it should be "taken to the next level", Officer replied she understands her concerns.

BOARDMANS ANIMAL CONTROL INC

Corporation owned by: Jennifer A. Condon

Town of Concord – Animal Control Inspector/Officer

147 PARKER STREET

MAYNARD, MA 01754

Office: (978) 897-5596; Cell: (978) 618-5383; Email: jabbal@verizon.net

September 4, 2015

Tom Mulcahy – Town of Concord, Police Department

Subject: Hitchcock/Palmer reported incident 8/24/15

On 8/25/15 I received call to contact Nancy Palmer of 69 Francis St, #978-505-7282 relative to an incident which had occurred the prior evening.

Per Ms. Palmer her husband while walking their dog (described as yellow Lab, aka "Tucker") the prior evening, encountered the Hitchcock's and they're dog, known as "Blu". Ms. Palmer indicated that Hitchcock's dog "nipped at her dog". I then contacted Rachel Hitchcock who confirmed that she and her husband were in their driveway and "Blu" was in rear fenced area; "Blu" jumped fence and went after Mr. Palmer and Palmer's dog "Tucker". Her husband immediately grabbed "Blu" and returned dog back on to they're property. Rachel indicated it was her belief that there was no contact made to Palmer's dog.

Please note: Although NO Veterinarian paperwork was received by my office indicating any type of examine was done for Palmer's dog, "Tucker" for any type of injury; I did issue a 10 day quarantine order against "Blu" Hitchcock, explained to Rachel who had no problems with this action. The quarantine order was released on September 3, 2015.

On September 3, 2015 I was at an appointment with my personal animal at Apple Country Vet Hospital in Stow MA; aware that I am the ACO/AI for Concord, Dr. Schaffer requested to speak with me about a situation/incident in Concord. She informed me that Nancy Palmer had spoken with Dr. Manley at Apple Country, 10 days *after* the accused/reported altercation between her dog "Tucker" and Hitchcock's dog "Blu". Dr. Schaffer indicated that Ms. Palmer attempted to coerce Dr. Manley to write up a bite form as a result of this specific incident. Dr. Manley refused to do so since there was no evidence of a bite or injury to Palmer's dog "Tucker".

If you have any questions please give me a call.

Regards,
Jennifer

**TOWN OF CONCORD NOTICE OF VIOLATION
OF TOWN BYLAW OR REGULATION
NONCRIMINAL DISPOSITION**

002866

DATE OF THIS NOTICE: September 30, 2014

NAME OF OFFENDER: Robert Hitchcock

ADDRESS OF OFFENDER: 15 Charle Rd

CITY, STATE, ZIP CODE: Concord MA 01742

OFFENSE: 2610T Under Owner Control - RV

TIME AND DATE OF VIOLATION: 08:47 (A.M./P.M.) ON 9/29/14 19

LOCATION OF VIOLATION: 2610T Under Owner Control - RV

SIGNATURE OF ENFORCING PERSON: [Signature] ENFORCING DEPARTMENT: A.C.O.

Unable to obtain signature from offender. Date mailed: 10/15/14

X

THE NONCRIMINAL FINE FOR THIS OFFENSE IS \$ _____
YOU HAVE THE FOLLOWING ALTERNATIVES IN THIS MATTER:

Either option (1) or option (2) will operate as a final disposition, with no resulting criminal record.

(1) You may choose to pay the above fine, either by appearing in person or through a duly authorized agent, or by mailing a check, money order or postal note WITHIN 21 DAYS OF THE DATE OF THIS NOTICE to:

Concord Town Clerk
Town House
22 Monument Square, P.O. Box 535
Concord, MA 01742

(2) If you desire to contest this matter, you may do so by making a written request for a noncriminal hearing, and enclosing a copy of this citation, WITHIN 21 DAYS OF THE DATE OF THIS NOTICE to:

Clerk-Magistrate
Concord District Court
305 Walden Street
Concord, MA 01742

Attn: 21D Noncriminal Hearings

(3) If you fail to pay the above fine or to request a hearing within 21 days, or if you fail to appear for the hearing or to pay any fine determined at the hearing to be due, a criminal complaint may be issued against you.

I HEREBY ELECT THE FIRST OPTION above, confess the offense charged, and enclosed payment in the amount of \$ _____

I HEREBY REQUEST A NONCRIMINAL HEARING on this matter.

Signature _____

**TOWN OF CONCORD NOTICE OF VIOLATION
OF TOWN BYLAW OR REGULATION
NONCRIMINAL DISPOSITION**

002865

DATE OF THIS NOTICE: July 5, 2014

NAME OF OFFENDER: Robert Hitchcock

ADDRESS OF OFFENDER: 15 Charle Rd

CITY, STATE, ZIP CODE: Concord MA 01742

OFFENSE: 2610T Under Owner Control - RV

TIME AND DATE OF VIOLATION: 11:00 (A.M./P.M.) ON 6/29/2014 19

LOCATION OF VIOLATION: 2610T Under Owner Control - RV

SIGNATURE OF ENFORCING PERSON: [Signature] ENFORCING DEPARTMENT: A.C.O.

Unable to obtain signature from offender. Date mailed: 7/17/14

X

THE NONCRIMINAL FINE FOR THIS OFFENSE IS \$ 100.00
YOU HAVE THE FOLLOWING ALTERNATIVES IN THIS MATTER:

Either option (1) or option (2) will operate as a final disposition, with no resulting criminal record.

(1) You may choose to pay the above fine, either by appearing in person or through a duly authorized agent, or by mailing a check, money order or postal note WITHIN 21 DAYS OF THE DATE OF THIS NOTICE to:

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I HEREBY ELECT THE FIRST OPTION above, confess the offense charged, and enclosed payment in the amount of \$ _____

I HEREBY REQUEST A NONCRIMINAL HEARING on this matter.

Signature _____

CONCORD ANIMAL LOGS – JUNE 2014

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, **WILDLIFE**, AND MISC.

DATE: 6/20/14 TIME: 08:42 P/P R/P'S NAME: Moorehand ADDRESS: ADDRESS TELEPHONE: 978-831-2912

ANIMAL INFORMATION:

BREED: BABY BIRDS COLOR: COLOR SEX: SEX OTHER: OTHER LICENSE #: LICENSE #

COMMENTS: Fell out of nest, called back @08:45 informed to leave birds alone if mother is around she will take back to nest.

—TYPE OF CALL: **COMPLAINT**, LOST, FOUND, PICKUP, BITE, **WILDLIFE**, AND MISC.

DATE: 6/20/14 TIME: 10:13 P/P R/P'S NAME: Joyce DeGraff ADDRESS: 1250 Lowell Rd TELEPHONE: 978-287-0098

ANIMAL INFORMATION:

BREED: Raccoon COLOR: COLOR SEX: SEX OTHER: OTHER LICENSE #: LICENSE #

COMMENTS: FYI ONLY – reported in area

—TYPE OF CALL: **COMPLAINT**, LOST, FOUND, PICKUP, BITE, **WILDLIFE**, AND MISC.

DATE: 6/21/14 TIME: 06:30 P/P R/P'S NAME: ADDRESS: ADDRESS TELEPHONE: TELEPHONE

ANIMAL INFORMATION:

BREED: Pit Bull COLOR: COLOR SEX: SEX OTHER: OTHER LICENSE #: LICENSE #

OWNER INFORMATION:

NAME: Rachel Hitchcock ADDRESS: ADDRESS TELEPHONE: TELEPHONE

COMMENTS: dog at Cousins Field, police went to dog owners' home, child refused to open door, Officer told child to go and wake up parents tell them to go and get their dog. Jennifer to issue ticket to dog owner; REF TICKET #0028864 ISSUED.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, **WILDLIFE**, AND MISC.

DATE: 6/23/14 TIME: 12:59 P/P R/P'S NAME: Caroline Depenna ADDRESS: 515 Old Bedford Rd TELEPHONE: 508-423-1236

ANIMAL INFORMATION:

BREED: TURTLE COLOR: COLOR SEX: SEX OTHER: OTHER LICENSE #: LICENSE #

COMMENTS: dead in the road; informed to contact DPW for pickup.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, **WILDLIFE**, AND MISC.

DATE: 6/23/14 TIME: 18:26 P/P R/P'S NAME: Debra ADDRESS: ADDRESS TELEPHONE: 617-721-8965

ANIMAL INFORMATION:

BREED: "MOUNTAIN LION" COLOR: COLOR SEX: SEX OTHER: OTHER LICENSE #: LICENSE #

COMMENTS: saw animal run across Lowell Road; (probable bob cat).

CONCORD ANIMAL LOGS – MAY 2014

—TYPE OF CALL: COMPLAINT, **LOST**, FOUND, PICKUP, BITE, WILDLIFE, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
5/29/14	15:34 P/P	Ellen Whitman	736 Strawberry Hill	978-287-5172

DOG INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
Mix breed				

COMMENTS: missing 3 hours; Jennifer called back 15:40 informed RP we will contact her with any sightings.
@16:39 Jennifer received call back from RP dog was found.

—TYPE OF CALL: **COMPLAINT**, LOST, FOUND, PICKUP, BITE, WILDLIFE, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
5/30/14	15:54 P/P	Joanna Swain	239 Central St	781-330-3775

DOG INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
Pit Bull				

OWNER INFORMATION:

NAME	ADDRESS	TELEPHONE
James/Rachel Hitchcock	15 Chase Rd	

COMMENTS: At 15:15 today Hitchcock's dog was at Thoreau School, Dorothy Brisby was there also to pick up her children with her small dog on a leash the Hitchcock's Pit went after Brisby's small dog, they managed to get the small dog away from Hitchcock's dog but the woman Brisby had to run inside school bus to get away from Hitchcock's dog. Hitchcock, James showed up and got his dog, they had ("nasty") words back and forth with James. Issued ticket # 002863 to Hitchcock for not having his dog under control/leash law; \$100.00 fine.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, **PICKUP**, BITE, WILDLIFE, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
5/31/14	16:30 P/P		159 Wheeler Rd	

DOG INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
Shepherd Mix	Brown	S	"Zanzibar"	2013/#735 2014/confirmed

OWNER INFORMATION:

NAME	ADDRESS	TELEPHONE
Rachel Williams	1284 Sudbury Rd	287-0912

COMMENTS: dog released back to owner at 17:15

TOWN OF CONCORD NOTICE OF VIOLATION
 OF TOWN BYLAW OR REGULATION
 NON-CRIMINAL DISPOSITION

№

023

Date of This Notice: Feb 28 2013

Name of Offender: KATHI HATHCOCK

Address of Offender: 15 CHURCH RD

City, State, Zip Code: CONCORD MA 01742

Offense: VIOLATION: DO NOT UNLAWFULLY CONTROL/RESTRICT

Time and Date of Violation: 2/15/2013 2nd offense

Location of Violation: MAIN ST

Signature of Enforcing Person: [Signature] Enforcing Department: Animal Control

I HEREBY ACKNOWLEDGE RECEIPT OF THIS CITATION.

X

Unable to obtain signature of offender. Date Mailed: 3/11/13

THE NON-CRIMINAL FINE FOR THIS OFFENSE IS: \$ 150.00

YOU HAVE THE FOLLOWING ALTERNATIVES IN THIS MATTER:
 Either option (1) or option (2) will operate as a final disposition, with no resulting criminal record.

(1) You may elect to pay the above penalty, either by appearing in person or through a duly authorized agent, OR WITHIN TWENTY-ONE (21) DAYS OF THE DATE OF THIS NOTICE mailing a copy of this citation and enclosing a check, money order, or postal note made payable to:

Concord Town Clerk
 22 Monument Square
 P.O. Box 535
 Concord, MA 01742

(2) If you desire to contest this matter, you may do so by making a written request for a non-criminal hearing and enclosing a copy of this citation, WITHIN TWENTY-ONE (21) DAYS OF THE DATE OF THIS NOTICE TO:

Concord District Court Clerk-Magistrate
 ATTN: 21D Non-Criminal Hearings
 305 Walden Street
 Concord, MA 01742

(3) If you fail to pay the above penalty or to appear as specified, you may be subject to court action.

I HEREBY ELECT THE FIRST OPTION above, confess to the offense charged, and enclose payment in the amount of: \$ _____

I HEREBY REQUEST A NON-CRIMINAL HEARING on this matter.

Signature: _____

TOWN OF CONCORD NOTICE OF VIOLATION
 OF TOWN BYLAW OR REGULATION
 NON-CRIMINAL DISPOSITION

№

022

Date of This Notice: Feb 28 2013

Name of Offender: KATHI HATHCOCK

Address of Offender: 15 CHURCH RD

City, State, Zip Code: CONCORD MA 01742

Offense: VIOLATION: DO NOT UNLAWFULLY CONTROL/RESTRICT

Time and Date of Violation: 2/15/2013 1st offense

Location of Violation: MAIN ST

Signature of Enforcing Person: [Signature] Enforcing Department: Animal Control

I HEREBY ACKNOWLEDGE RECEIPT OF THIS CITATION.

X

Unable to obtain signature of offender. Date Mailed: 3/11/13

THE NON-CRIMINAL FINE FOR THIS OFFENSE IS: \$ 0.00

YOU HAVE THE FOLLOWING ALTERNATIVES IN THIS MATTER:
 Either option (1) or option (2) will operate as a final disposition, with no resulting criminal record.

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 305 Walden Street
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I HEREBY ELECT THE FIRST OPTION above, confess to the offense charged, and enclose payment in the amount of: \$ _____

I HEREBY REQUEST A NON-CRIMINAL HEARING on this matter.

Signature: _____

CONCORD ANIMAL CONTROL LOGS – FEBRUARY 2013

—TYPE OF CALL: COMPLAINT, **LOST**, FOUND, PICKUP, BITE, WILDLIFE, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
2/2/13	8:42 P/P	Klinoff	905 Main St	

DOG INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
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"Brown –puppy"

COMMENTS: received page back @ 9:03 found puppy, all set.

—TYPE OF CALL: COMPLAINT, LOST, **FOUND**, PICKUP, BITE, WILDLIFE, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
2/3/13	13:41 P/P		20 Prairie St	

DOG INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
-------	-------	-----	-------	-----------

Pit Bull

Grey

SEX

OTHER

LICENSE #

OWNER INFORMATION:

NAME	ADDRESS	TELEPHONE
Rachel Hitchcock	15 Chase Rd	cell 978-831-3111

COMMENTS: resident has dog in her yard, Jennifer dispatch, arrived @ 14:02 owner had come and taken dog home; Jennifer went with police to Hitchcock's residence; spoke with owner, informed she is getting ticket, has already been warned in the past about allowing this dog loose, (she does not feel dog is a problem or threat to anyone). Jennifer issued ticket #022, 1st Offense, \$0-warning.

—TYPE OF CALL: **COMPLAINT**, LOST, FOUND, PICKUP, BITE, WILDLIFE, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
2/3/13	14:15 P/P	Thomas Laage	38 Shore	978-254-5660

DOG INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
-------	-------	-----	-------	-----------

Golden Retriever

OWNER INFORMATION:

NAME	ADDRESS	TELEPHONE
Kristine Trudor	11 Shore	

COMMENTS: Trudor dog in R/P's yard again, fed up with this dog coming in his yard; Jennifer contacted dog owner @ 14:20 informed this is last warning; in future she will start receiving fines.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, **WILDLIFE**, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
2/5/13	17:52 P/P			

COMMENTS: deer struck @ Marrett/Lexington, log only.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, **WILDLIFE**, AND **MISC**.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
2/5/13	18:00 P/P	Julie Moran		617-480-1702

DOG INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
-------	-------	-----	-------	-----------

Boxer

COMMENTS: R/P's boxer just attacked coyote; she is in route to Vet in Ayer; issuing 10 day quarantine on dog.

CONCORD ANIMAL CONTROL LOGS – FEBRUARY 2013

—TYPE OF CALL: COMPLAINT, *LOST*, FOUND, PICKUP, BITE, WILDLIFE, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
2/11/13	9:11 P/P	Carol Truhart	172 Annursnac Hill	318-0418

CAT INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
	Black/white with white paws,		no collar, male	

—TYPE OF CALL: **COMPLAINT**, LOST, FOUND, PICKUP, BITE, WILDLIFE, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
2/12/13	12:33 P/P		Concord Green	

DOG INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
Lab (2)				

OWNER INFORMATION:

NAME	ADDRESS	TELEPHONE
Klinoff	905 Main St	

COMMENTS: dogs were loose @ Concord Green, Klinoff onsite getting dogs.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
2/13/13	15:25 P/P	Ann Lewis		785-969-0746

COMMENTS: rec'd notice on door relative to sign off of quarantine; Jennifer c/b all set.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, **PICKUP**, BITE, WILDLIFE, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
2/15/13	7:15 P/P	Ann	1370 Main St	369-9980

DOG INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
Pit Bull		Male/N	"Blue"	2013/#955

OWNER INFORMATION:

NAME	ADDRESS	TELEPHONE
Rachel Hitchcock	15 Chase Rd	978-580-7407

COMMENTS: Issue ticket when owner picks up dog at kennel, left voicemail for owner; see call @9:15. Jennifer issued ticket #023, 2nd Offense fine \$50.00.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, AND *MISC.*

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
2/15/13	9:15 P/P	James Hitchcock	15 Chase Rd	978-580-7407

DOG INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
Pit Mix				

COMMENTS: Released at kennel 9:40; issuing ticket for not having dog under control, owner has received numerous warnings in the past.

**TOWN OF CONCORD NOTICE OF VIOLATION
OF TOWN BYLAW OR REGULATION
NONCRIMINAL DISPOSITION**

002862

DATE OF THIS NOTICE Sept 10 2014

NAME OF OFFENDER Rachel Hitchcock

ADDRESS OF OFFENDER 15 Chase Rd

CITY, STATE, ZIP CODE Concord MA 01742

OFFENSE: Dog not under owners control - witness on file, present at owners field

TIME AND DATE OF VIOLATION (A.M.)(P.M.) ON 5/29/2014 19

LOCATION OF VIOLATION Cowens Field

SIGNATURE OF ENFORCING PERSON Town House A.C.O. ENFORCING DEPARTMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOREGOING CITATION
Unable to obtain signature from offender. Date mailed

X _____

THE NONCRIMINAL FINE FOR THIS OFFENSE IS \$ _____
YOU HAVE THE FOLLOWING ALTERNATIVES IN THIS MATTER:
Either option (1) or option (2) will operate as a final disposition, with no resulting criminal record.

(1) You may choose to pay the above fine, either by appearing in person or through a duly authorized agent, or by mailing a check, money order or postal note WITHIN 21 DAYS OF THE DATE OF THIS NOTICE to:

Concord Town Clerk
Town House
22 Monument Square, P.O. Box 535
Concord, MA 01742

(2) If you desire to contest this matter, you may do so by making a written request for a noncriminal hearing, and enclosing a copy of this citation, WITHIN 21 DAYS OF THE DATE OF THIS NOTICE to:

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Concord District Court
305 Walden Street
Concord, MA 01742

Attn: 21D Noncriminal Hearings
(3) If you fail to pay the above fine or to request a hearing within 21 days, or if you fail to appear for the hearing or to pay any fine determined at the hearing to be due, a criminal complaint may be issued against you.

I HEREBY ELECT THE FIRST OPTION above, confess the offense charged, and enclosed payment in the amount of \$ _____
 I HEREBY REQUEST A NONCRIMINAL HEARING on this matter.

Signature _____

**TOWN OF CONCORD NOTICE OF VIOLATION
OF TOWN BYLAW OR REGULATION
NONCRIMINAL DISPOSITION**

002860

DATE OF THIS NOTICE September 30, 2013

NAME OF OFFENDER Rachel Hitchcock

ADDRESS OF OFFENDER 15 Chase Rd

CITY, STATE, ZIP CODE Concord, Ma. 01742

OFFENSE: Dog not under owners control - witness on file, FINE = \$50.00

TIME AND DATE OF VIOLATION (A.M.)(P.M.) ON Sept 30, 2013 19

LOCATION OF VIOLATION 208 Central St

SIGNATURE OF ENFORCING PERSON Jordan ENFORCING DEPARTMENT Animal Control

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOREGOING CITATION
Unable to obtain signature from offender. Date mailed 9/30/13

X _____

THE NONCRIMINAL FINE FOR THIS OFFENSE IS \$ 50.00
YOU HAVE THE FOLLOWING ALTERNATIVES IN THIS MATTER:
Either option (1) or option (2) will operate as a final disposition, with no resulting criminal record.

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I HEREBY ELECT THE FIRST OPTION above, confess the offense charged, and enclosed payment in the amount of \$ _____
 I HEREBY REQUEST A NONCRIMINAL HEARING on this matter.

Signature _____

CONCORD ANIMAL LOGS – MAY 2014

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, **WILDLIFE**, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
5/10/14	14:30 P/P	Kapdia Diresh	335 Walden St	781-308-8260

COMMENTS: resident has snake in his yard requesting it be removed; Jennifer called back RP @14:30 informed to leave the snake (garden) alone.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, **PICKUP**, BITE, WILDLIFE, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
5/10/14	16:21 P/P		79 MacArthur	

DOG INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
Pit Mix	Tan	S	"Missy"	2013/#152-2014#253

OWNER INFORMATION:

NAME	ADDRESS	TELEPHONE
Jennifer Liu-Beyer	269 Ministerial Dr	369-4301

COMMENTS: dog released back to owner at 18:45

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, **WILDLIFE**, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
5/12/14	23:58 P/P	Fortier	84 Monument Farm	978-287-5804

COMMENTS: RP has bird inside home; called back confirmed not a bat, informed to leave door open and bird should go back outside.

—TYPE OF CALL: **COMPLAINT**, LOST, FOUND, PICKUP, BITE, WILDLIFE, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
5/13/14	05:30 JEN	Keith J. Nelms	224 Central St	

DOG INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
Pit Bull				

OWNER INFORMATION:

NAME	ADDRESS	TELEPHONE
Rachel Hitchcock	15 Chase Rd	

COMMENTS: RP encountered Hitchcock's pit bull at Cousins Field this morning, aggressively chased him and his dog all the way home to his address. Jennifer issued ticket #002862 to Hitchcock with \$100.00 fine.

—TYPE OF CALL: COMPLAINT, **LOST**, FOUND, PICKUP, BITE, WILDLIFE, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
5/15/14	14:17 P/P	Bette Ann	Walden St	508-942-9193

DOG INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
Border / Terrier Mix				

TOWN OF CONCORD, ANIMAL CONTROL LOGS – SEPT 2013

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, **BITE**, WILDLIFE, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
9/26/13	08:40 P/P	Kevin Fallon	Vet @ Arlington A.H.	781-643-1500

DOG INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
Lab Mix			"Wyllie"	

OWNER INFORMATION:

NAME	ADDRESS	TELEPHONE
Ellen Matheson	53 Hubbard St	369-7019

COMMENTS: client brought dog into hospital, dog just bit painter working on neighbor' property at #55; owner requesting dog be euthanize; explained if owner unwilling to hold dog for 10 day quarantine period, then the Vet will have to submit dog to State Lab for testing, the dog owner will be responsible for any costs associated with this procedure. Vet did not have documentation on how specimen should be handled; fax entire package to him.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, AND **MISC.**

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
9/26/13	21:09 P/P			

DOG INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
Shepherd				

OWNER INFORMATION:

NAME	ADDRESS	TELEPHONE
Klinoff (son)	895 Main St	978-201-9533

COMMENTS: Son visiting with dog which got loose; dog was struck and killed on Rte 2

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, **WILDLIFE**, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
9/29/13	12:03 P/P	Maeza	42 Paul Revere Rd	369-7593

COMMENTS: elderly woman found dead bat in her yard; confirmed no human exposure but RP does not want to leave in her trash as she is going away on international vacation and has no trash to put out for 3 weeks; jennifer removed for resident.

—TYPE OF CALL: **COMPLAINT**, LOST, FOUND, PICKUP, BITE, WILDLIFE, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
9/30/13	09:46 P/CELL	Peter Bush	208 Central St	369-5871

DOG INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
Pit Bull				

OWNER INFORMATION:

NAME	ADDRESS	TELEPHONE
Rachel Hitchcock	15 Chase Rd	

COMMENTS: dog was at his home again this morning at 02:30; Jennifer issued ticket #2860 to dog owner for not having dog under control.

—TYPE OF CALL: COMPLAINT, **LOST**, FOUND, PICKUP, BITE, WILDLIFE, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
9/30/13	15:13 P/P	Meenan	54 Hubbard St	

COMMENTS: dog missing from yard; received call @15:32 found dog

**TOWN OF CONCORD NOTICE OF VIOLATION
OF TOWN BYLAW OR REGULATION
NONCRIMINAL DISPOSITION**

002864

DATE OF THIS NOTICE July 5 2014

NAME OF OFFENDER Michael Hitchcock

ADDRESS OF OFFENDER 15 Clark Rd

CITY, STATE, ZIP CODE Concord MA 01742

OFFENSE: Not under cover control, 2.1K, Police car: at lowest bid

TIME AND DATE OF VIOLATION 7:20 am July 2014 (A.M.)(P.M.) ON 19

LOCATION OF VIOLATION Coolidge Field

SIGNATURE OF ENFORCING PERSON [Signature] ENFORCING DEPARTMENT Police

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOREGOING CITATION
Unable to obtain signature from offender. Date mailed 7/15/14

X

THE NONCRIMINAL FINE FOR THIS OFFENSE IS \$ 100.00.
YOU HAVE THE FOLLOWING ALTERNATIVES IN THIS MATTER:
Either option (1) or option (2) will operate as a final disposition, with no resulting criminal record.

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Attn: 21D Noncriminal Hearings
(3) If you fail to pay the above fine or to request a hearing within 21 days, or if you fail to appear for the hearing or to pay any fine determined at the hearing to be due, a criminal complaint may be issued against you.

I HEREBY ELECT THE FIRST OPTION above, confess the offense charged, and enclosed payment in the amount of \$ _____
 I HEREBY REQUEST A NONCRIMINAL HEARING on this matter.

Signature _____

**TOWN OF CONCORD NOTICE OF VIOLATION
OF TOWN BYLAW OR REGULATION
NONCRIMINAL DISPOSITION**

002863

DATE OF THIS NOTICE March 20, 2014

NAME OF OFFENDER Rachel Hitchcock

ADDRESS OF OFFENDER 15 Clark Rd

CITY, STATE, ZIP CODE Concord MA 01742

OFFENSE: Not under cover control, 2.1K, Direct on Eye

TIME AND DATE OF VIOLATION 5:30 pm 3/19 (A.M.)(P.M.) ON 19

LOCATION OF VIOLATION Concord School

SIGNATURE OF ENFORCING PERSON [Signature] ENFORCING DEPARTMENT Police

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOREGOING CITATION
Unable to obtain signature from offender. Date mailed 3/19/14

X

THE NONCRIMINAL FINE FOR THIS OFFENSE IS \$ _____.
YOU HAVE THE FOLLOWING ALTERNATIVES IN THIS MATTER:
Either option (1) or option (2) will operate as a final disposition, with no resulting criminal record.

(1) You may choose to pay the above fine, either by appearing in person or through a duly authorized agent, or by mailing a check, money order or postal note WITHIN 21 DAYS OF THE DATE OF THIS NOTICE to:
Concord Town Clerk
Town House
22 Monument Square, P.O. Box 535
Concord, MA 01742

(2) If you desire to contest this matter, you may do so by making a written request for a noncriminal hearing, and enclosing a copy of this citation, WITHIN 21 DAYS OF THE DATE OF THIS NOTICE to:

Clerk-Magistrate
Concord District Court
305 Walden Street
Concord, MA 01742

Attn: 21D Noncriminal Hearings
(3) If you fail to pay the above fine or to request a hearing within 21 days, or if you fail to appear for the hearing or to pay any fine determined at the hearing to be due, a criminal complaint may be issued against you.

I HEREBY ELECT THE FIRST OPTION above, confess the offense charged, and enclosed payment in the amount of \$ _____
 I HEREBY REQUEST A NONCRIMINAL HEARING on this matter.

Signature _____

CONCORD ANIMAL LOGS – SEPTEMBER 2014

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, AND *MISC.*

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
9/23/14	19:44 P/P	Audrey Mold	Hayward Mill Circle	369-2307

ANIMAL INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
K9				

COMMENTS: RP's dog is loose out in neighbors yard, requesting officer come and get it for her; Jennifer called back informed her that she needs to go and get her own dog; neighbor assisted RP.

—TYPE OF CALL: COMPLAINT, *LOST*, FOUND, PICKUP, BITE, WILDLIFE, AND *MISC.*

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
9/27/14	19:23 P/P	Audrey Mold	Hayward Mill Circle	369-2307

ANIMAL INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
K9				

COMMENTS: RP's dog out loose and lost; (see call on 9/23/14).

—TYPE OF CALL: *COMPLAINT*, LOST, FOUND, PICKUP, BITE, WILDLIFE, AND *MISC.*

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
9/28/14	09:00 P/P	Peter Bush	208 Central St	369-5871

ANIMAL INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
K9 – Pit mix				

OWNER INFORMATION:

NAME	ADDRESS	TELEPHONE
Rachel Hitchcock	15 Chase Rd	

Ticket # 2866

COMMENTS: Hitchcock's dog, "Blue", is on RP's property trying to get through his fence at his dog; Jennifer made contact with Rachel Hitchcock who went crazy, yelling screaming at Officer Condon that she is a liar, also swearing at Officer claiming Officer is "out to get her and her dog"; claims her dog is in the house all morning. (Refer to police report 14-17763). Jennifer called back Mrs. Bush (RP's wife) informed Hitchcock indicating her dog has been in the house all morning, Mrs. Bush states this is not true as the dog is walking up the street right now.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, WILDLIFE, AND *MISC.*

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
9/29/14	20:51 P/P	Elaine Bonoma	Florio Rd	369-4009

ANIMAL INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
K9				

OWNER INFORMATION:

NAME	ADDRESS	TELEPHONE
Louise Dutka	37 Florio Rd	371-1658

COMMENTS: RP not filing complaint concerned about residence/resident as dog's are outside barking and they never do this something maybe wrong. Jennifer spoke with dog owner who just got home, found dogs outside, wind had blown open door.

CONCORD ANIMAL LOGS – JUNE 2014

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, **WILDLIFE**, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
6/29/14	08:41 P/P		369 Sudbury Rd	369-1059

ANIMAL INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
SKUNK				

COMMENTS: determined to be sick skunk, police will shoot; all set.

—TYPE OF CALL: **COMPLAINT**, LOST, FOUND, PICKUP, BITE, WILDLIFE, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
6/29/14	09:04 CELL	Robin Root	227 Central St	369-5657

ANIMAL INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
Mastif Mix			Blue	

OWNER INFORMATION:

NAME	ADDRESS	TELEPHONE
Rachel Hitchcock	15 Chase Rd	371-5656

COMMENTS: Hitchcock's dog was out loose again this morning at 02:00; chased RP and he had to take cover in someone's yard. Jennifer left message for Hitchcock ticket being issued; REF: TICKET #002865 ISSUED.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, **WILDLIFE**, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
6/30/14	12:19 p/p			

ANIMAL INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
HAWK				

COMMENTS: injured hawk reported in the area of Indian Pipe/Stone Root; Jennifer checked out area no hawk found.

—TYPE OF CALL: COMPLAINT, LOST, FOUND, PICKUP, BITE, **WILDLIFE**, AND MISC.

DATE:	TIME:	R/P'S NAME	ADDRESS	TELEPHONE
6/30/14	18:30 P/P			978-551-5063

ANIMAL INFORMATION:

BREED	COLOR	SEX	OTHER	LICENSE #
MOTHER DUCK W/10 BABIES				

COMMENTS: located at Cumberland Farms; Jennifer called back RP informed to leave duck/ducklings alone.

Animal Control Office

From: Animal Control Office [jabbal@verizon.net]
Sent: Thursday, October 02, 2014 8:25 AM
To: Roy Mulcahy
Subject: FW: HITCHCOCK TICKETS

Looks like we will have to wait until Monday to determine what status is on the Hitchcock's tickets issued; meanwhile I am preparing documents for potential hearing with the BOS. According to Concord's Bylaws once I issue a restraining/muzzle order the Board must act on it within 14 days if they did not do so then the order is vacated. We also need to discuss current State Laws relative to "nuisance dog versus dangerous dog" definitions, I believe the only category that can be considered in this situation is "nuisance"; I do not have any documented attacks (human or animal) on file involving this specific dog, which makes it impossible to go for the "dangerous" category.

My suggestion would be to wait until beginning of next week, Monday? Get together and review all police reports on file (I left voicemail yesterday for Officer Walsh requesting copy of most recent incident on last Sunday morning) relative to Hitchcock's dog, once we review, issue the order to Hitchcock then formally request the BOS to schedule hearing. What are your thoughts on this?

I know you are off today, so please give me a call on Friday morning (it is my day off but I am available).

Thanks,
Jennifer (CELL # 978-618-5383)

Jennifer A. Condon - Owner; Animal Control Inspector / Officer
- State certified, Graduate of ACOAM Class of 2008 Leslie E. Boardman -(Retired-Volunteer), Animal Control Inspector/Officer
- State certified, Graduate of ACOAM Spring Class of 2013 Donna DeWallace - (PT-Volunteer), Animal Control Officer
- State certified, Graduate of ACOAM Spring Class of 2010 Boardmans Animal Control Inc Serving Massachusetts Town(s) of: Concord, Hudson, Lincoln, Maynard, Northborough, Southborough, Sudbury, Wayland, Westborough - (P/T Only)
147 Parker Street - Kennel 145 Parker Street Maynard, MA 01754
Pager: (508) 722-9659; office: (978) 897-5596

-----Original Message-----

From: Anita Tekle [<mailto:atekle@concordma.gov>]
Sent: Wednesday, October 01, 2014 5:37 PM
To: Animal Control Office
Subject: RE: HITCHCOCK TICKETS

I'm out of the office for the rest of the week, but can get you an answer on Monday. I don't think any of the tickets have been paid, but I will confirm on Monday.

-----Original Message-----

From: Animal Control Office [<mailto:jabbal@verizon.net>]
Sent: Wed 10/1/2014 3:41 PM
To: Anita Tekle

Subject: HITCHCOCK TICKETS

Anita could you please let me know if any of the Hitchcock tickets issued by my office for both 2013/2014 have actually been paid?

Thanks,

Jennifer

Jennifer A. Condon - Owner; Animal Control Inspector / Officer

- State certified, Graduate of ACOAM Class of 2008

Leslie E. Boardman -(Retired-Volunteer), Animal Control Inspector/Officer

- State certified, Graduate of ACOAM Spring Class of 2013

Donna DeWallace - (PT-Volunteer), Animal Control Officer

- State certified, Graduate of ACOAM Spring Class of 2010

Boardmans Animal Control Inc

Serving Massachusetts Town(s) of: Concord, Hudson, Lincoln, Maynard,

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147 Parker Street - Kennel 145 Parker Street

Maynard, MA 01754

Pager: (508) 722-9659; office: (978) 897-5596

Animal Control Office

From: Roy Mulcahy [rmulcahy@concordma.gov]
Sent: Wednesday, October 01, 2014 3:13 PM
To: jabbal@verizon.net
Cc: Joseph O'Connor
Subject: Central Street Dog Complaint
Attachments: Central St Dog Complaint - Sept 2014.pdf

Hi Jennifer,

Please let me know how I can assist you in proceeding forward with the complaint and investigation. If you are able to issue the temporary order to have the dog muzzled when it is outside of the home as well as off the property for obvious safety reasons, I will have an officer accompany you to the residence as soon as possible. I think the ultimate goal here is going to be to have the dog removed as it appears to have a well-documented history.

We can meet tomorrow of Friday to discuss a further course of action as well as the outstanding payment of fines by the Hitchcocks. Thank you

Lt. Roy Mulcahy
Concord Police Dept.

— Case # 14-17763
— Time # — 847AM

Pit Bull/Great Dane Mix
 "Blue" White/Black/Grey

Rachel Hitchcock
 15 Chase Rd
 Concord, MA

DATE	TICKET #	OFFENSE	FINE	AMOUNT	Comments
2/28/2013	022	LV/DNUOC	1ST	ZERO	WARNING-incident Prairie St on 2/3/13 @13:41
2/28/2013	023	LV/DNUOC	2ND	\$50.00	Incident on 2/15/13 @07:15 on Main St (ACO Picked up dog)
9/30/2013	002860	LV/DNUOC	3rd	\$100.00	Incident 208 Central St on 9/30/13 @02:30
6/10/2014	002862	LV/DNUOC	4th	\$100.00	Incident Cousins Field, 5/13/14 @05:32
6/10/2014	002863	LV/DNUOC	5th	\$100.00	Incident Thoreau School, 5/30/14 @15:15
7/5/2014	002864	LV/DNUOC	6th	\$100.00	Incident Cousins Field, 6/21/14 @06:30
7/5/2014	002865	LV/DNUOC	7th	\$100.00	Incident Central St, 6/29/14 @02:00
9/30/2014	002866	LV/DNUOC	8th	\$100.00	Incident @ 208 Central St, 9/28/14 @08:47

**TOWN OF CONCORD
MASSACHUSETTS
DOG BYLAW**

Section 1. No owner of a dog shall permit such dog to be outside the confines of the property of the owner unless the dog is held firmly on a leash or is under the control of its owner.

Section 2. No owner of a dog shall permit such dog:

- a. to disturb the peace or quiet of any neighborhood or endanger the safety of any person, by biting, barking, howling, or in any other manner;
- b. to run at large or unmuzzled in violation of an order of the Selectmen or the Dog Officer;
- c. to worry, kill, maim or otherwise injure another's fowl, livestock or domesticated animal;
- d. to chase a vehicle on any way open to the public travel;
- e. to be unlicensed or untagged in violation of state law;
- f. to be in a school or municipal building;
- g. to run at large unless said dog shall have been vaccinated against rabies during the preceding thirty-six months; or
- h. to be on a Town playground or on School property unless the dog is held firmly on a leash or is under the control of its owner.
- i. to be within the boundaries of Town cemetery property unless the dog is held firmly on a leash at all times. Furthermore, it shall be the duty of each person who owns, possesses or controls a dog to remove and dispose of any feces left by his or her dog on any Town cemetery property.

Section 3. The Dog Officer may impound any dog found to be involved in a violation of Section 2 hereof, and on doing so shall immediately notify the owner, if ascertainable from some device on the dog, of such impoundment and of the owner's right to redeem the dog on reimbursing the Dog Officer for maintenance and on licensing the dog if it then be unlicensed. Any dog so impounded and unredeemed after ten days may be disposed of as provided in Chapter 140, §151A of the M.G.L.

The Dog Officer may restrain or muzzle, or issue an interim order to restrain or muzzle, for a period not to exceed fourteen days, any dog which is in violation of Section 2 hereof.

Upon restraining or muzzling or issuing an interim order to restrain or muzzle, the Dog officer shall submit in writing to the Selectmen a report of the action and the reasons therefor.

Upon receipt of such report, the Selectmen may take such action as may be deemed necessary. If the Selectmen fail to act on the report during the period in which the dog is

restrained or muzzled, upon expiration of the period, the interim order shall be automatically vacated.

The owner of any dog which has been ordered to be restrained or muzzled under the provisions of this section may request the Selectmen in writing to vacate such order.

Section 4. The owner of a dog who violates any section of this bylaw shall be subject to a fine for each offense as specified in Appendix A of the Regulations for the Enforcement of Town Bylaws under M.G.L. Chapter 40, §21D and the Bylaw for Non-Criminal Disposition of Violations adopted under Article 47 of the 1984 Town Meeting, as amended. The Dog Officer may issue a separate and additional fine each day for a continuing or recurring violation.

Section 5. As used herein the word “owner” includes the owner of the dog, a person who has the care and custody of a dog, and the agent of the owner.

Article 9, Special Town Meeting, June 1971
Article 10, Special Town Meeting, October 1975 (Amended 1971 bylaw)
Article 40, Annual Town Meeting, April 1980 (This repealed the 1971 bylaw)
Article 44, Annual Town Meeting, April/May 1998 (Amended 1980 bylaw)
Article 52, Annual Town Meeting, April/May 1999 (Amended 1980 bylaw)
Article 64, Annual Town Meeting, April 2006 (Amended Section 4)
Article 42, Annual Town Meeting, April 2007 (Amended Section 4)

Section 157: Nuisance or dangerous dogs; orders for remedial action; appeal; violation of order

Section 157. (a) Any person may file a complaint in writing to the hearing authority that a dog owned or kept in the city or town is a nuisance dog or a dangerous dog; provided, however, that no dog shall be deemed dangerous: (i) solely based upon growling or barking or solely growling and barking; (ii) based upon the breed of the dog; or (iii) if the dog was reacting to another animal or to a person and the dog's reaction was not grossly disproportionate to any of the following circumstances:

- (1) the dog was protecting or defending itself, its offspring, another domestic animal or a person from attack or assault;
- (2) the person who was attacked or threatened by the dog was committing a crime upon the person or property of the owner or keeper of the dog;
- (3) the person attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog; or
- (4) at the time of the attack or threat, the person or animal that was attacked or threatened by the dog had breached an enclosure or structure in which the dog was kept apart from the public and such person or animal was not authorized by the owner of the premises to be within such enclosure including, but not limited to, a gated, fenced-in area if the gate was closed, whether locked or unlocked; provided, however, that if a person is under the age of 7, it shall be a rebuttable presumption that such person was not committing a crime, provoking the dog or trespassing.

The hearing authority shall investigate or cause the investigation of the complaint, including an examination under oath of the complainant at a public hearing in the municipality to determine whether the dog is a nuisance dog or a dangerous dog. Based on credible evidence and testimony presented at the public hearing, the hearing authority shall: (i) if the dog is complained of as a nuisance dog, either dismiss the complaint or deem the dog a nuisance dog; or (ii) if the dog is complained of as a dangerous dog: (A) dismiss the complaint; (B) deem the dog a nuisance dog; or (C) deem the dog a dangerous dog.

(b) If the hearing authority deems a dog a nuisance dog, the hearing authority may further order that the owner or keeper of the dog take remedial action to ameliorate the cause of the nuisance behavior.

(c) If the hearing authority deems a dog a dangerous dog, the hearing authority shall order 1 or more of the following:

(i) that the dog be humanely restrained; provided, however, that no order shall provide that a dog deemed dangerous be chained, tethered or otherwise tied to an inanimate object including, but not limited to, a tree, post or building;

(ii) that the dog be confined to the premises of the keeper of the dog; provided, however, that "confined" shall mean securely confined indoors or confined outdoors in a securely enclosed and locked pen or dog run area upon the premises of the owner or keeper; provided further, that such pen or dog run shall have a secure roof and, if such enclosure has no floor secured to the sides thereof, the sides shall be embedded into the ground for not less than 2 feet; and provided further, that within the confines of such pen or dog run, a dog house or proper shelter from the elements shall be provided to protect the dog;

(iii) that when removed from the premises of the owner or the premises of the person keeping the dog, the dog shall be securely and humanely muzzled and restrained with a chain or other tethering device having a minimum tensile strength of 300 pounds and not exceeding 3 feet in length;

(iv) that the owner or keeper of the dog provide proof of insurance in an amount not less than \$100,000 insuring the owner or keeper against any claim, loss, damage or injury to persons, domestic animals or property resulting from the acts, whether intentional or unintentional, of the dog or proof that reasonable efforts were made to obtain such insurance if a policy has not been issued; provided, however, that if a policy of insurance has been issued, the owner or keeper shall produce such policy upon request of the hearing authority or a justice of the district court; and provided further, that if a policy has not been issued the owner or keeper shall produce proof of efforts to obtain such insurance;

(v) that the owner or keeper of the dog provide to the licensing authority or animal control officer or other entity identified in the order, information by which a dog may be identified, throughout its lifetime including, but not limited to, photographs, videos, veterinary examination, tattooing or microchip implantations or a combination of any such methods of identification;

(vi) that unless an owner or keeper of the dog provides evidence that a veterinarian is of the opinion the dog is unfit for alterations because of a medical condition, the owner or keeper of the dog shall cause the dog to be altered so that the dog shall not be reproductively intact; or

(vii) that the dog be humanely euthanized.

No order shall be issued directing that a dog deemed dangerous shall be removed from the town or city in which the owner of the dog resides. No city or town shall regulate dogs in a manner that is specific to breed.

(d) Within 10 days after an order issued under subsections (a) to (c), inclusive, the owner or keeper of a dog may bring a petition in the district court within the judicial district in which the order relative to the dog was issued or where the dog is owned or kept, addressed to the justice of the court, praying that the order be reviewed by the court or a magistrate of the court. After notice to all parties, the magistrate shall, under section 62C of chapter 221, review the order of the hearing authority, hear the witnesses and affirm the order unless it shall appear that it was made without proper cause or in bad faith, in which case the order shall be reversed. A party shall have the right to request a de novo hearing on the complaint before a justice of the court.

(e)(1) Pending an appeal by an owner or keeper under subsection (d), a hearing authority may file a petition in the district court to request an order of impoundment at a facility the municipality uses to shelter animals for a dog complained of as being a dangerous dog. A municipality shall not incur liability for failure to request impoundment of a dog under this subsection.

(2) A justice of a district court, upon probable cause to believe that a dog is a dangerous dog or that a dog is being kept in violation of this section or in violation of an order issued under this section by a hearing authority or a court, may issue an order: (i) of restraint; (ii) of confinement of the dog as considered necessary for the safety of other animals and the public; provided, however, that if an order of confinement is issued, the person to whom the order is issued shall confine the dog in accordance with clause (ii) of subsection (c); or (iii) of impoundment in a humane place of detention that the municipality uses to shelter animals; or (iv) any other action as the court deems necessary to protect other animals and the public from the dog.

(f) A justice of the district court shall hear, de novo, an appeal filed under subsection (d). Based upon credible evidence and testimony presented at trial, the court shall, whether the dog was initially complained of as a nuisance dog or as a dangerous dog: (i) dismiss the complaint; (ii) deem the dog a nuisance dog; or (iii) deem the dog a dangerous dog. The decision of the court shall be final and conclusive upon the parties.

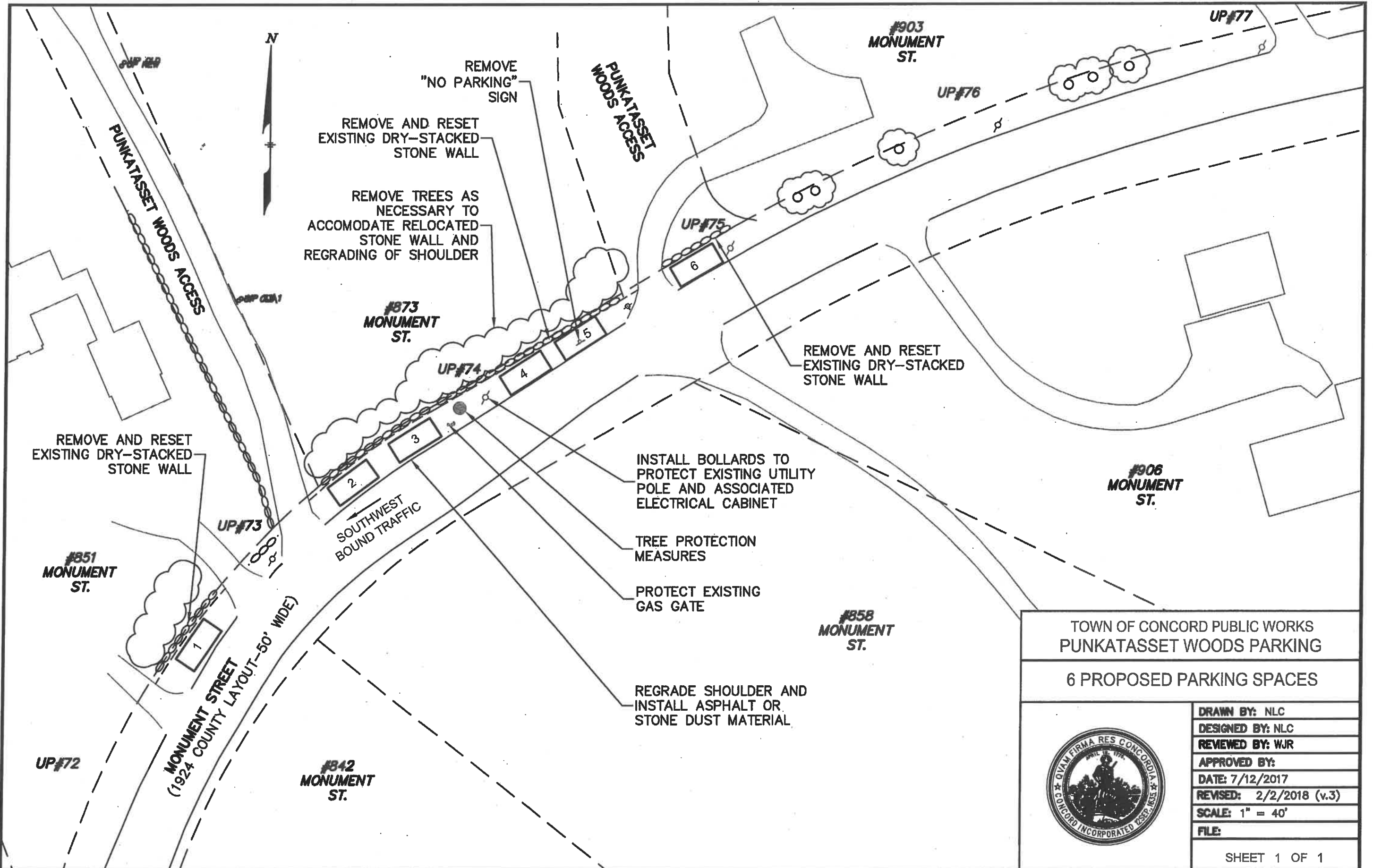
(g) If a court affirms an order of euthanasia, the owner or keeper of the dog shall reimburse the city or town for all reasonable costs incurred for the housing and care of such dog during its impoundment and throughout the appeals process, if any. Unpaid costs shall be recovered by the municipality in which the owner or keeper of the dog resides on behalf of the hearing authority by any of the following methods: (i) a lien on any property owned by the owner or keeper of the dog; (ii) an additional, earmarked charge to appear on the vehicle excise of the owner or keeper of the dog; or (iii) a direct bill sent to the owner or keeper of the dog.

All funds recovered by a municipality under this subsection shall be transferred to the organization or entity charged with the responsibility of handling dog complaints and impoundment. If the organization or entity falls under the management or direction of the municipality, costs recovered shall be distributed at the discretion of the municipality.

If the court overturns an order of euthanasia, the city or town shall pay all reasonable costs incurred for the housing and care of the dog during any period of impoundment.

(h) If an owner or keeper of a dog is found in violation of an order issued under this section, the dog shall be subject to seizure and impoundment by a law enforcement or animal control officer. If the keeper of the dog is in violation, all reasonable effort shall be made by the seizing authority to notify the owner of the dog of such seizure. Upon receipt of such notice, the owner may file a petition with the hearing authority, within 7 days, for the return of the dog to the owner. The owner or keeper shall be ordered to immediately surrender to the licensing authority the license and tags in the person's possession, if any, and the owner or keeper shall be prohibited from licensing a dog within the commonwealth for 5 years. A hearing authority that determines that a dog is dangerous or a nuisance or that a dog owner or keeper has violated an order issued under this section shall report such violations to the issuing licensing authority within 30 days.

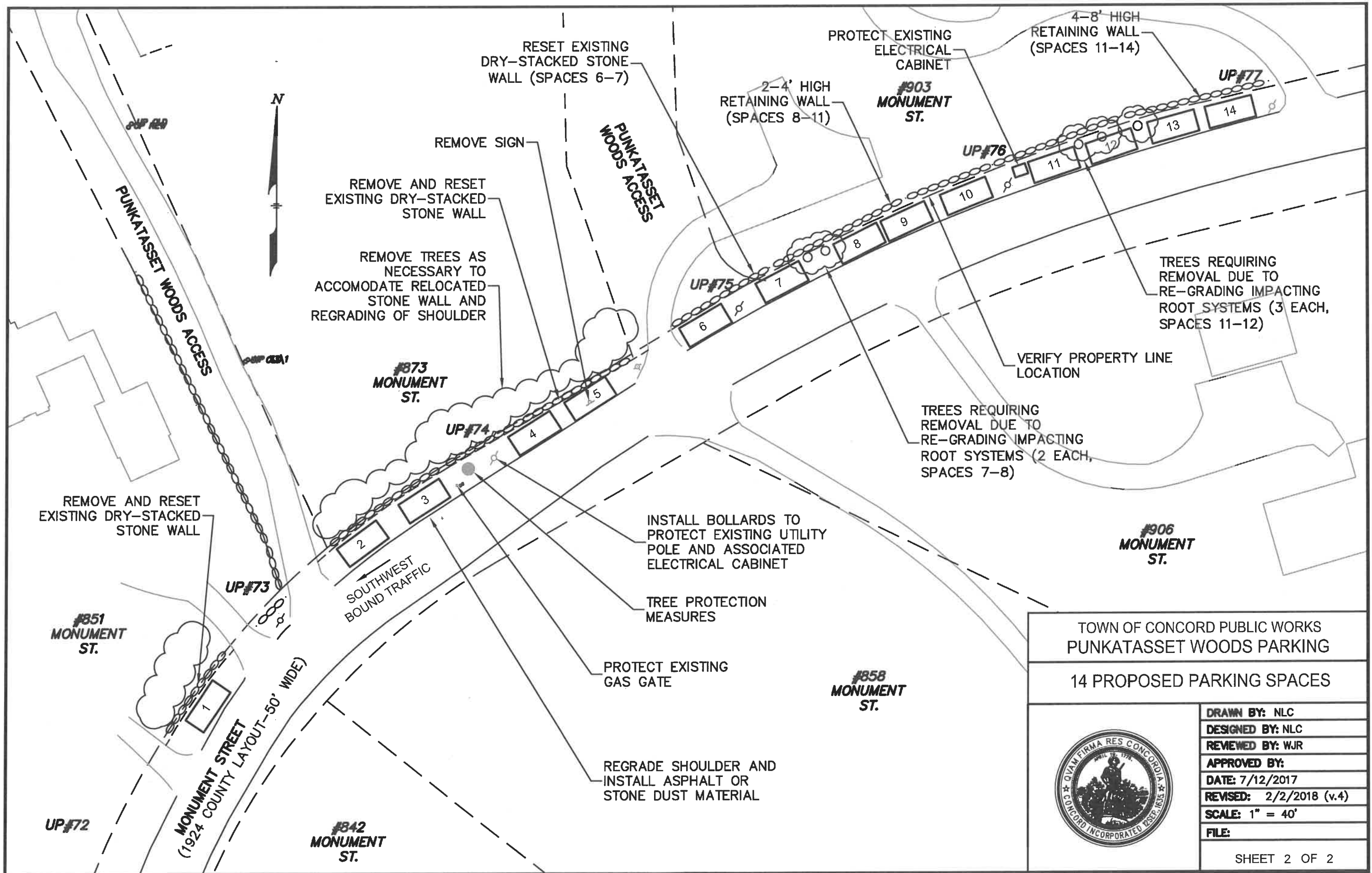
(i) Orders issued by a hearing authority shall be valid throughout the commonwealth unless overturned under subsection (d) or (f).



TOWN OF CONCORD PUBLIC WORKS PUNKATASSET WOODS PARKING	
6 PROPOSED PARKING SPACES	
	DRAWN BY: NLC
	DESIGNED BY: NLC
	REVIEWED BY: WJR
	APPROVED BY:
	DATE: 7/12/2017
	REVISED: 2/2/2018 (v.3)
SCALE: 1" = 40'	
FILE:	
SHEET 1 OF 1	

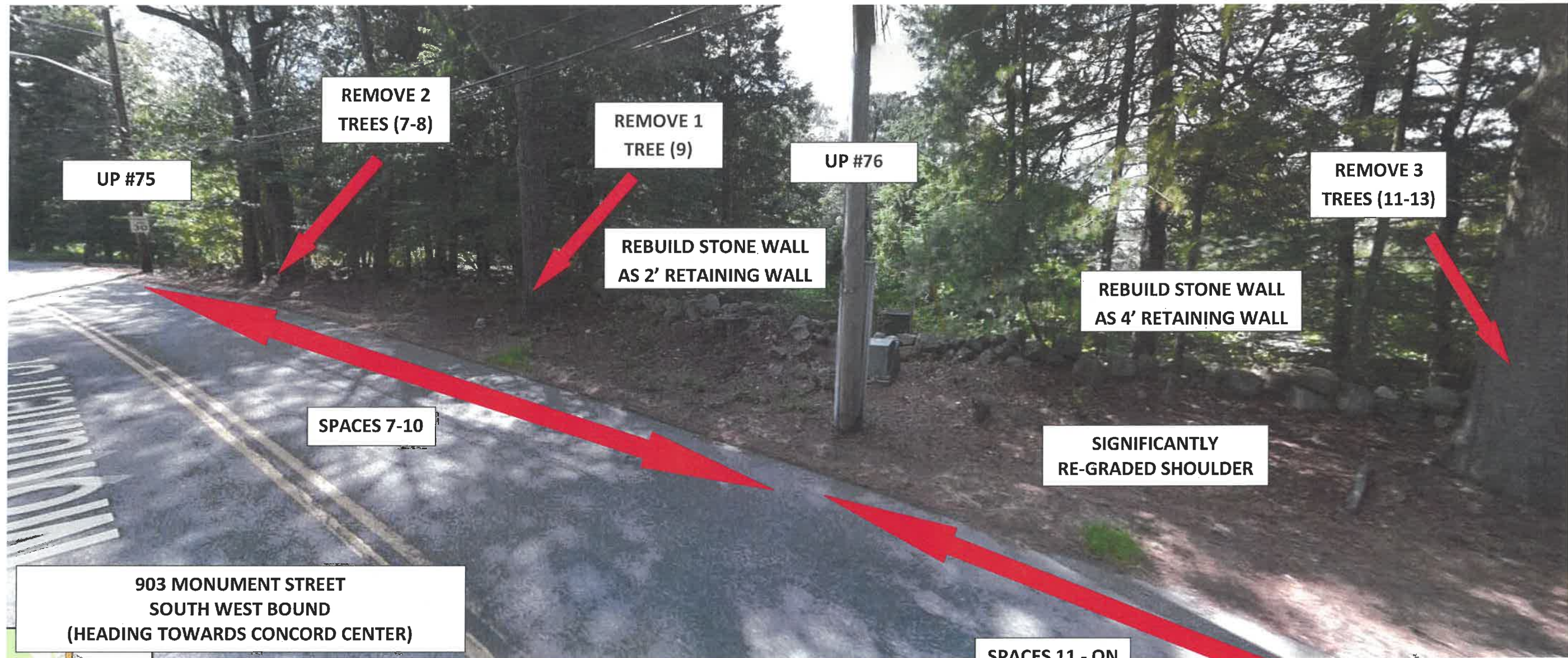
PUNKATASSET SHOULDER RECONSTRUCTION PRELIMINARY COST ESTIMATE
CPW - Engineering
February 2, 2018

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	BASE IMPROVEMENT		SPACE # 6	
				HOUSE #851 - 873			
				QTY	AMOUNT	QTY	AMOUNT
102.01	SELECTIVE CLEARING AND GRUBBING	LS	\$ 1,000.00	1.00	\$ 1,000.00		\$ -
102.51	INDIVIDUAL TREE PROTECTION	EA	\$ 250.00	3.00	\$ 750.00		\$ -
103	TREE REMOVED - DIAMETER UNDER 24 INCHES	EA	\$ 1,000.00	3.00	\$ 3,000.00		\$ -
105	STUMP REMOVED	EA	\$ 500.00	1.00	\$ 500.00		\$ -
120	EARTH EXCAVATION	CY	\$ 35.00	127.78	\$ 4,472.22	16.67	\$ 583.33
141.1	TEST PIT FOR EXPLORATION	CY	\$ 80.00	50.00	\$ 4,000.00		\$ -
151	GRAVEL BORROW	CY	\$ 36.00	61.11	\$ 2,200.00		\$ -
402.12	DENSE GRADED CRUSHED STONE FOR SHOULDERS	CY	\$ 75.00	44.44	\$ 3,333.33	8.89	\$ 666.67
440	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL	LB	\$ 1.00	100.00	\$ 100.00	20.00	\$ 20.00
690.1	STONE MASONRY WALL REMOVED AND REBUILT DRY	SF	\$ 30.00	180.00	\$ 5,400.00	150.00	\$ 4,500.00
697.1	SILT SACK	EA	\$ 200.00	2.00	\$ 400.00		\$ -
707.8	STEEL BOLLARD	EA	\$ 750.00	2.00	\$ 1,500.00		\$ -
751.2	LOAM BORROW AND SEEDING	SY	\$ 18.00	100.00	\$ 1,800.00	20.00	\$ 360.00
874.2	TRAFFIC SIGN REMOVED AND RESET	EA	\$ 175.00	4.00	\$ 700.00	1.00	\$ 175.00
999.1	STONEDUST FOR WALKWAYS/SHOULDERS	CY	\$ 75.00	88.89	\$ 6,666.67	17.78	\$ 1,333.33
999.2	PROFESSIONAL LAND SURVEYOR	DD	\$ 1,000.00	2.00	\$ 2,000.00		\$ -
SUB-TOTAL=							\$ 7,638.33
TOTAL=					86,422.22		\$ 94,060.56



PUNKATASSET SHOULDER RECONSTRUCTION PRELIMINARY COST ESTIMATE
 CPW - Engineering
 February 2, 2018

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	BASE IMPROVEMENT		SPACES # 6 - 7		SPACES # 8 - 9		SPACES # 10-11		SPACES # 12-13		SPACE # 14-DRIVEWAY			
				HOUSE #851 - 873		QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
				QTY	AMOUNT												
102.01	SELECTIVE CLEARING AND GRUBBING	LS	\$ 1,000.00	1.00	\$ 1,000.00		\$ -		\$ -		\$ -		\$ -		\$ -		
102.51	INDIVIDUAL TREE PROTECTION	EA	\$ 250.00	3.00	\$ 750.00		\$ -		\$ -		\$ -		\$ -		\$ -		
103	TREE REMOVED - DIAMETER UNDER 24 INCHES	EA	\$ 1,000.00	3.00	\$ 3,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	2.00	\$ 2,000.00	1.00	\$ 1,000.00		\$ -		
105	STUMP REMOVED	EA	\$ 500.00	1.00	\$ 500.00		\$ -		\$ -		\$ -	1.00	\$ 500.00		\$ -		
120	EARTH EXCAVATION	CY	\$ 35.00	127.78	\$ 4,472.22	16.67	\$ 583.33	16.67	\$ 583.33	25.00	\$ 875.00	32.50	\$ 1,137.50	32.50	\$ 1,137.50		
141.1	TEST PIT FOR EXPLORATION	CY	\$ 80.00	50.00	\$ 4,000.00		\$ -		\$ -		\$ -		\$ -		\$ -		
151	GRAVEL BORROW	CY	\$ 36.00	61.11	\$ 2,200.00		\$ -		\$ -		\$ -		\$ -		\$ -		
402.12	DENSE GRADED CRUSHED STONE FOR SHOULDERS	CY	\$ 75.00	44.44	\$ 3,333.33	8.89	\$ 666.67	10.37	\$ 777.78	13.33	\$ 1,000.00	5.93	\$ 444.44	15.56	\$ 1,166.67		
440	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL	LB	\$ 1.00	100.00	\$ 100.00	40.00	\$ 40.00	40.00	\$ 40.00	20.00	\$ 20.00	20.00	\$ 20.00	20.00	\$ 20.00		
690.1	STONE MASONRY WALL REMOVED AND REBUILT DRY	SF	\$ 30.00	1800.00	\$ 54,000.00	420.00	\$ 12,600.00	525.00	\$ 15,750.00	540.00	\$ 16,200.00	525.00	\$ 15,750.00	892.50	\$ 26,775.00		
697.1	SILT SACK	EA	\$ 200.00	2.00	\$ 400.00		\$ -		\$ -		\$ -		\$ -		\$ -		
707.8	STEEL BOLLARD	EA	\$ 750.00	2.00	\$ 1,500.00		\$ -		\$ -	2.00	\$ 1,500.00	2.00	\$ 1,500.00		\$ -		
751.2	LOAM BORROW AND SEEDING	SY	\$ 18.00	100.00	\$ 1,800.00	20.00	\$ 360.00	25.00	\$ 450.00	20.00	\$ 360.00	20.00	\$ 360.00	10.00	\$ 180.00		
874.2	TRAFFIC SIGN REMOVED AND RESET	EA	\$ 175.00	4.00	\$ 700.00	1.00	\$ 175.00		\$ -		\$ -		\$ -		\$ -		
999.1	STONEDUST FOR WALKWAYS/SHOULDERS	CY	\$ 75.00	88.89	\$ 6,666.67	17.78	\$ 1,333.33	22.22	\$ 1,666.67	26.67	\$ 2,000.00	11.85	\$ 888.89	31.11	\$ 2,333.33		
999.2	PROFESSIONAL LAND SURVEYOR	DD	\$ 1,000.00	2.00	\$ 2,000.00		\$ -		\$ -		\$ -		\$ -		\$ -		
SUB-TOTAL=							\$ 16,758.33		\$ 20,267.78		\$ 23,955.00		\$ 21,600.83		\$ 31,612.50		
TOTAL=					86,422.22		\$ 103,180.56		\$ 123,448.33		\$ 147,403.33		\$ 169,004.17		\$ 200,616.67		



UP #75

REMOVE 2 TREES (7-8)

REMOVE 1 TREE (9)

UP #76

REMOVE 3 TREES (11-13)

REBUILD STONE WALL AS 2' RETAINING WALL

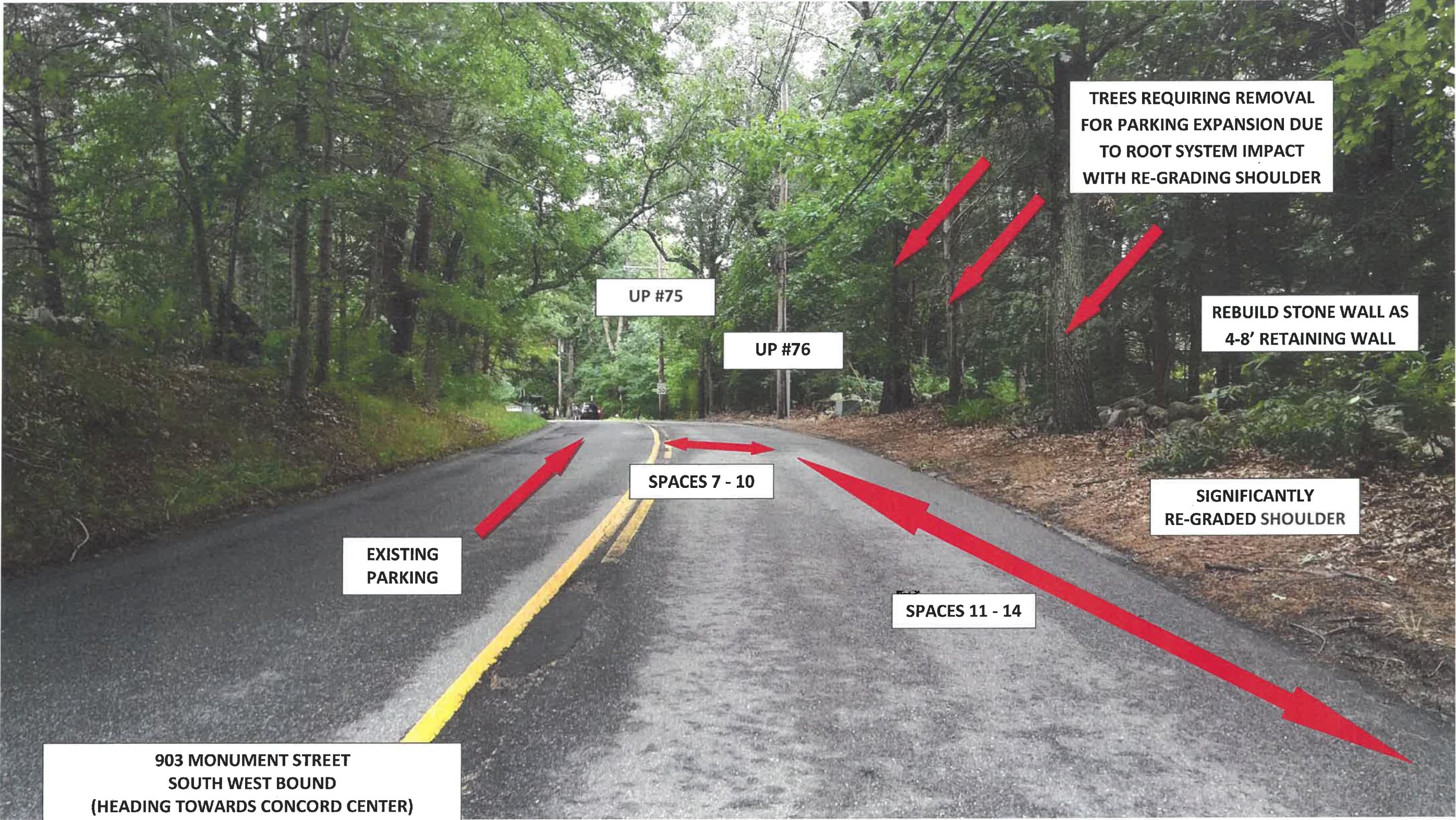
REBUILD STONE WALL AS 4' RETAINING WALL

SPACES 7-10

SIGNIFICANTLY RE-GRADED SHOULDER

903 MONUMENT STREET
SOUTH WEST BOUND
(HEADING TOWARDS CONCORD CENTER)

SPACES 11 - ON



UP #75

UP #76

SPACES 7 - 10

SPACES 11 - 14

EXISTING
PARKING

TREES REQUIRING REMOVAL
FOR PARKING EXPANSION DUE
TO ROOT SYSTEM IMPACT
WITH RE-GRADING SHOULDER

REBUILD STONE WALL AS
4-8' RETAINING WALL

SIGNIFICANTLY
RE-GRADED SHOULDER

903 MONUMENT STREET
SOUTH WEST BOUND
(HEADING TOWARDS CONCORD CENTER)

MEMO OF AGREEMENT

BY AND BETWEEN

THE TOWNS OF

CONCORD, CARLISLE AND LINCOLN MASSACHUSETTS

January 2018

WHEREAS, the Towns of Concord, Carlisle and Lincoln (“Towns”) are municipal corporations within the Commonwealth of Massachusetts; and

WHEREAS, The Towns, acting by and through their respective Executive Officials including: Concord Town Manager, Christopher Whelan; Carlisle’s Board of Selectmen and Lincoln’s Town Administrator, applied to the Massachusetts Clean Energy Center (“MassCEC”) for the opportunity to participate in *MassCEC’s HeatSmart Massachusetts Program Pilot* for a term of one (1) year beginning December 28, 2017; and

WHEREAS, the Towns were notified on November 15, 2017, that their joint application was granted and that the Towns were eligible to receive up to two (2) marketing grants each in the amount of three thousand dollars (\$3,000) for the reimbursement of miscellaneous marketing expenses directly related to the promotion of clean heating and cooling technology systems within each of the communities and as approved by MassCEC; and

WHEREAS, the Towns wish to outline their understandings and agreements regarding the management of MassCEC’s grant monies as they are received via each Towns’ participation in the Program;

NOW, THEREFORE, it is agreed that the Towns of Concord, Carlisle and Lincoln shall:

- To the extent practical and/or applicable, each Municipality’s *HeatSmart Coach*,¹ or their designee, shall instruct any potential or actual subcontractors and vendors to divide all service, supply and management involves equally between the three (3) participating Towns.
- If a vendor is incapable or unwilling to submit separate Community invoices (eg: for small expenses, etc.) the lead Coach for the Town requesting the service may instruct the vendor to invoice them directly; that community shall be responsible for using the allocated grant monies to pay the vendor(s) directly.
- If it becomes necessary for a Coach or Volunteer to pay for a program expense personally, that Coach must seek reimbursement from the Town in which they reside. Reimbursement requests must

¹ As of December 28, 2017, the identified HeatSmart Coaches are: Brad Hubbard-Nelson, Concord; John Snell, Lincoln; and Bob Zogg, Carlisle.

adhere to all applicable criteria and regulations as outlined by M.G.L. and each Town's Financial policies and procedures.

- Each of the Town Coaches are expected to conduct business in a spirit of collaboration; decisions and policies shall be enacted which ensure that expenses paid by, or through, the respective Towns related to the Program do not exceed the total amount of marketing funds allocated by MassCEC.
- If the MassCEC's allocation of funds is less than originally anticipated, the Towns agree to collectively revise their respective program budgets and/or to decrease services to ensure fiscally responsibility and budget adherence.
- To the extent practicable, each Coach shall coordinate joint purchasing² efforts to ensure consistency of spending between the three Communities.

This **MEMO OF AGREEMENT** is entered into by and between the Towns of Concord, Carlisle and Lincoln and have been signed and duly authorized by:

FOR, TOWN OF CONCORD

NAME PRINTED: _____

DATE

FOR, TOWN OF CARLISLE

NAME PRINTED: _____

DATE

FOR, TOWN OF LINCOLN

NAME PRINTED: _____

DATE

² All expenses are to be paid through Marketing Funds allocated to the Communities via MassCEC. By attempting to allocate expenses equally between the Towns, the Marketing Funds available for the Program are able to be maximized. MassCEC places *equal* limits on any Marketing Funds they make available to participating communities.

CONCORD PUBLIC WORKS
DIRECTOR'S OFFICE
133 Keyes Road
Concord, MA 01742

Tel: (978) 318 - 3201
Fax: (978) 287 - 4762



DATE: February 1, 2018

MEMORANDUM

TO: Christopher Whelan, Town Manager

CC: Concord Select Board

FROM: Richard Reine, Public Works Director

SUBJECT: Carlisle Water Customers - Summary of History and Settlement Agreement

There is a non-conforming private water main extending from a water meter pit in the right of way at the end of Monument Street in Concord. This main continues over half a mile into Carlisle and formerly served five homes in Carlisle. The Town of Concord bills the owner of 335 River Street in Carlisle for all the water going through the meter. Over a period of many years there have been leaks in services to the individual properties and the main which were repaired by the Carlisle parties. The water meter and appurtenances in the meter pit were all replaced in April of 1995, for which the customer was charged and paid.

The earliest Water Division record we have of the water service to 335 River Rd in Carlisle is a page in the Service Record book with a tie card for Service # 1861 and the name "Mason Garfield" with the note, "ties taken in spring 1941, service installed by contractor some years ago." This water service is unique in that it extends outside the boundaries of Concord, and unlike our customers in Acton along Route 2A who are served by authority specifically granted to Concord in the acts of 1884 authorizing Concord to take water from Nagog Pond in Acton, there is no clear authorization for the Town to serve customers outside of the town limits in Carlisle.

There is an agreement dated January 29, 1946 recorded in the Middlesex Registry for Mason Garfield to provide water to a Kenneth Harris in return for measured water use and payment of 1/5 of the taxes assessed by the Town of Carlisle upon the water system, indicating that there were probably five homes connected to the water system by that time.

According to a memo by Harold Storrs, Director of Community Services (Public Works) dated October 23, 1986 concerning this water service, "Sometime in the 1920's the water commissioners were persuaded to serve a Carlisle property owner from off the end of the main at Monument Street. Over time, this property owner attached four other customers to his line."

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DATE: February 1, 2018

MEMORANDUM

There was a leak in a one inch water service to one of the properties which the Wallerstein's (the owners of 335 River St. at the time) supplied with water in the spring of 1985 resulting in a partial abatement of a \$1,200 water bill. Water loss was estimated to be over 700,000 gallons.

Subsequent to that, Mr. Wallerstein provided the Town with a map of the five properties in Carlisle served by water billed to the Wallerstein's, noting that each property is metered, and there were records of important occurrences such as pipe repairs, meters replaced or unusual usage. These records were not provided to the Town.

In a letter dated May 18, 2007 to Jane Elliott, the new owner of 335 River Street, the Town provided the documents in our files regarding the water service to 335 River Rd. In that letter we stated "the Town of Concord has no authority to do repairs or construction work in Carlisle and therefore, as ...Mr. Storrs indicates in this memorandum dated October 23, 1986, at some point when the underground pipes in Carlisle fail, if water is leaking into the ground, water service will have to be shut off by the Town and the individual homeowners may have to put in individual wells. In the meantime, the Town does not wish to do anything to precipitate a crisis or create a hardship."

In a letter dated June 23rd 2016 to David and Jane Elliott, 335 River Rd, the Town alerted them that "the last meter reading at the manhole serving 335 River Road Street indicated that the same, low amount of water use was repeatedly detected every hour over a monitoring period of seven days. The purpose of this letter is to notify you that there may be a leak in the plumbing system." The rate of water loss was about 970 gallons per hour or 16 gallons per minute. This leak started sometime in May, and before the pipe was repaired on July 5th approximately 1,100,000 gallons of water were lost.

CPW representatives, including the Director of Public Works and Water and Sewer Superintendent, engaged the Carlisle owner's group following their repair of the water line and began a discussion to eliminate the Carlisle connection to Concord's water system. We indicated that our desire would be that all 5 properties be removed from the Concord system and individual wells be installed at the owner's expense. After consultation with Concord's Town Counsel we concluded the best course of action for all parties would be to have these properties removed from the Concord system in a settlement agreement developed with Town Counsel containing conditions favorable to Concord. In exchange, the Town would be considering waiving any outstanding balances due to Concord for lost water from the May 2016 leak which totals \$20,595.17. Note, this total includes step 2 and 3 charges. Current water regulations allow for the

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DATE: February 1, 2018

MEMORANDUM

abatement by the Public Works Director of water charged to a customer due to a leak back to step one, on a one time basis, which would decrease the total to \$10,408.91.

Presently all Carlisle customers have installed private wells on their property and are no longer utilizing the Concord Water System to serve their domestic water needs. The Town will move forward with the disconnection of the private water main from the Town system. Working with Town Counsel, the attached settlement agreement has been developed and has been signed by the party responsible for payment of the account, "Elliot", and assented by "Bose" and "Platais". Both "Troppito" and "Toth" have developed separate agreements with "Elliot" which are attached and achieve a similar result, as it relates to disconnection from the Concord system.

The Public Works Commission voted to support this settlement agreement on January 10, 2018 recognizing the Town Manager has the authority to enter into all settlement agreements following Select Board approval.

List of Attachments:

Concord Water Department Service Record for service to Carlisle, customer identified as Mason Garfield, dated 1941, stating below the name (barely legible but clear on original) "service installed by contractor some years ago!"

Letter from Wallerstein, 335 River Rd, to the Town of Concord, and map showing 5 houses served, dated 1986

Letter from Concord to Elliotts, 335 River Rd, dated 2007

Also,

Garfield Trust to Harris, Agreement dated January 29, 1946

Plan of land, 7.47 acres (335 River Road) dated April 20, 1946

Deed for 397 River Rd, dated April 12, 1978

Deed to 335 River Rd, dated March 13, 2007

Deed to 397 River Rd, dated August 31, 2009

OF CONCORD :: WATER DEPARTMENT

Application.



SERVICE No. 1861

1 Sewer Commissioners:

The undersigned hereby applies for a supply of water for the premises on

..... Street, owned by

..... as a and agree to conform to all rules and regulations now or to be established by the Com-

..... Applicant

RECORD OF SERVICE

..... ft within Street

Cost within Private Property

..... pipe @ \$.....

..... ft..... in..... pipe @ \$.....

..... Waste Cock

..... Stop and Waste Cock

.....

..... Foreman

Garfield

1941

Mason

Two to be...

Supervision and Use of Tools

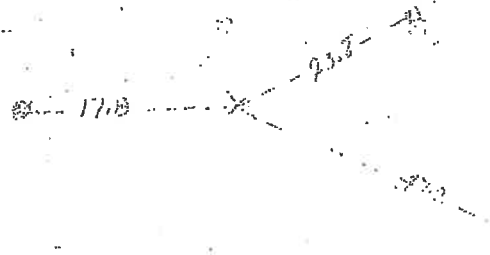
Total \$.....

Total \$.....

Diagram of Service

..... and Waste

..... ps
..... leted



Mrs. Thomas Wallerstein
335 River Road
Carlisle, Mass. 01741
October 15, 1986

Dear Mr. Cote:

I have enclosed a map of River Road with the five houses on our line marked with name and address.

I have also enclosed a sample bill that we send out to each person.

When we need to take an aggregate reading, we read the meter at the end of Monument Street, then call each family for their reading within an hour of taking the town reading.

We keep a permanent record in an accounting book of each address' readings.

Date	Reading	# Units	Average/Day	Amount Due	Paid
------	---------	---------	-------------	------------	------

We also make note of any important occurrences; i.e. replaced meters, pipe repairs, unusual usage.

The daily averages remain pretty consistent and should give us a clue if there is a problem with anyone's meter.

Elliot's, Hollis, Hosmer (Rolando), and McColgan (Troppito) have all gotten new or rebuilt (from Concord) meters since we have taken over the line.

The pipes from house to street line have been repaired at our house (1984) and Elliot's (1985). (These pipes were galvanized).

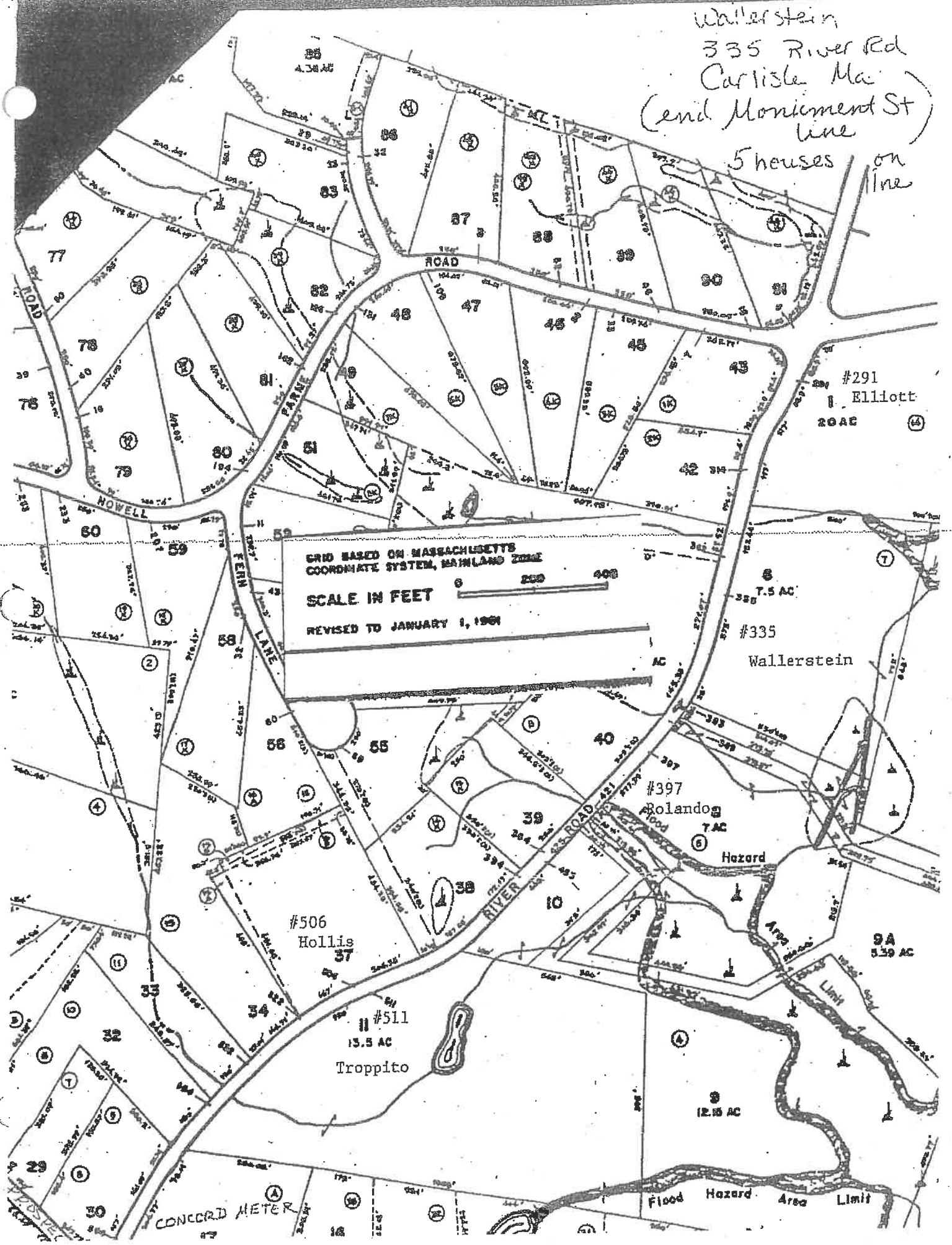
The last aggregate reading is reasonably consistent with the Concord meter reading taken at the same time (Sept. 29, 1986). This assures us that there is no appreciable leakage in the street. Future aggregate readings will continue to monitor this.

Anyone fortunate enough to buy this house (should we ever sell) will of course, inherit all records from us and the prior owners! (The water works is deeded with this house, 335 River Road. The right to connect with and use the water line at rates charged by Concord, along with the responsibility to share maintenance and repairs are deeded to #241, 397, 506, and 511 River Road. We have treated repairs of pipes from house to main line as the sole responsibility of the owner.)

Should you need any additional information, please call me.

Wendy Wallerstein

Wallerstein
335 River Rd
Carlisle, Ma
(end Monument St
line
5 houses on line





CONCORD PUBLIC WORKS

Water/Sewer Division

135 Keyes Road
Concord, Massachusetts, 01742

TEL: 978-318-3250 FAX: 978-318-3204

978 369 1669

May 18, 2007

Jane Elliott
147 Rice Road
Wayland, Ma 01778

Re: 335 River Road, Carlisle

Dear Ms. Elliott:

Enclosed are the documents in our files regarding the private water system which apparently serves four other houses in Carlisle through the meter which we read in a meter pit in front of 1743 Monument Street. Unfortunately, we cannot provide you with information about how four other homes came to be connected to the service line to 335 River Road, or information about the pipes in Carlisle.

In 1995 the Town of Concord did repair the water meter pit and the water meter, which are in Concord. However, the Town of Concord has no authority to do repair or construction work in Carlisle and therefore, as the Director of Community Services Mr. Storrs indicates in his memorandum dated October 23, 1986, at some point when the underground pipes in Carlisle fail, if water is leaking into the ground, water service will have to be shut off by the Town and the individual homeowners may have to put in individual wells.

In the meantime, the Town does not wish to do anything to precipitate a crisis or create a hardship. Please feel free to call me with any questions you have.

Sincerely,

Paul Cote

Paul Cote
Assistant to the Water/Sewer Supt.



TOWN OF CONCORD

DEPARTMENT OF PUBLIC WORKS

Water / Sewer Division
25 Love Lane
Concord, Massachusetts 01742

TEL: 508-371-6295

FAX: 508-371-6267

February 10, 1995

Mrs. Thomas Wallerstein
335 River Road
Carlisle, MA 01741

Dear Mrs. Wallerstein:

This letter represents a special request for payment of past due water charges in the amount of \$2,608.62. Unless payment is made within thirty (30) days after receipt of this letter, your water service will be terminated.

Additionally, the water meter that measures your water use is in need of costly repairs. It is my intention to bill you for the cost of these repairs, which I estimate between \$2,000 to \$3,000. In addition to the past due amount, I will require a deposit in the amount of \$2,500 to be applied to the work necessary to repair the water meter.

Should you have any questions, feel free to call me at 371-6295 between the hours of 7:00 a.m. and 3:30 p.m.

Sincerely,

Maurice J. Caron
Water/Sewer Superintendent

cc: Christopher Wheeler, Town Manager
Anthony Legallo, Finance Director

shared equally between the parties hereto.

3. If said Garfield shall at any time discontinue such drawing of water from the Concord supply, Harris shall have the right to take over and maintain at his own expense said water system up to and including his premises and deal directly with the Town of Concord. In case Harris does so take over, he will pay a reasonable price for said facilities represented by the depreciated value thereof. EXECUTED as a sealed instrument this 29th day of January, 1946.

James Garfield.

Trustee as aforesaid

Kenneth S. Harris

Commonwealth of Massachusetts Suffolk, ss. Jan. 29, 1946. Then personally appeared the above-named James Garfield and acknowledged the foregoing instrument to be his free act and deed as Trustee as aforesaid, before me Ethleen Heuser Diver Notary Public. My commission expires Mar. 19 '48 (Notarial Seal)

Middlesex ss.N.Dist.Registry of Deeds Recorded Feb. 8,1946. 8:30 A.M.

189

Reading
Co-op. Bank
Reading

to

Harmon

Discharge

KNOW ALL MEN BY THESE PRESENTS that the Reading Co-operative Bank, the mortgagee corporation named in and the holder of a certain mortgage from John J. Harmon and Ruth R. Harmon, husband and wife, as tenants by the entirety dated October 30, 1943 and recorded with Middlesex North District Deeds, libre 999 folio 222, acknowledges satisfaction of the same. IN WITNESS WHEREOF the said Reading Co-operative Bank has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by H. Raymond Johnson, its Treasurer, this 30th day of January 1946.

Reading Co-operative Bank,
(corporate seal)

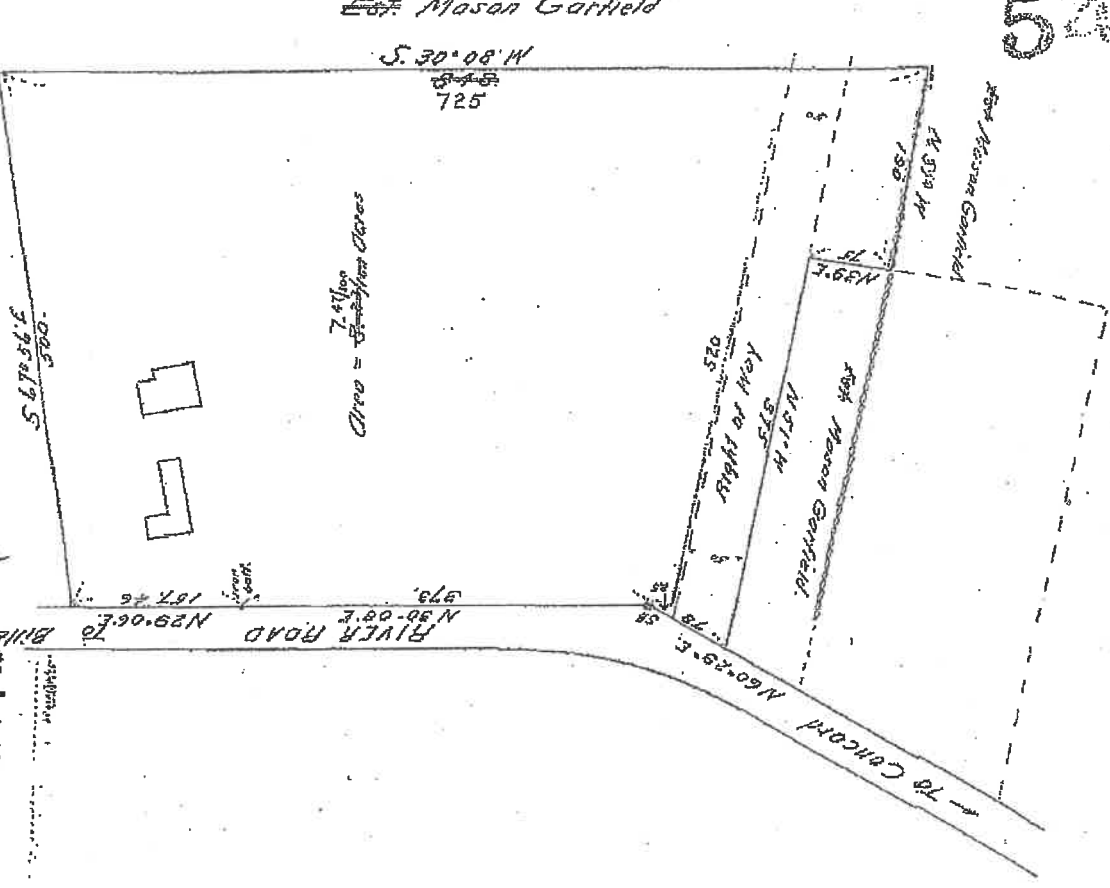
H. Raymond Johnson

Treasurer

Commonwealth of Massachusetts Middlesex ss January 30, 1946 Then personally appeared the above-named H. Raymond Johnson, Treasurer, and acknowledged the foregoing instrument to be the free act and deed of the Reading Co-operative Bank, before me, Arthur W. Coolidge Notary Public. Middlesex ss.N.Dist.Registry of Deeds Recorded Feb. 8,1946. 10:30 A.M.

BY TORALCET. 1 UNIC
 April 20 1946
 Scale 100 feet = 1 inch

East Mason Garfield



Map 21 46
 1946
 12 12 12
 1946
 12 12 12
 1946
 12 12 12
 1946

54

BK2297 PG 104

See B5992 P25
See B5992 P26

I, Henry B. Hosmer
of Carlisle, Middlesex County, Massachusetts

~~being conveyed~~ for consideration paid, and in full consideration of \$285,000.00

grant to Charles R. Rolando, Trustee of Riverloft Trust u/d/t dated April 12, 1978 *
to be recorded herewith.

of 397 River Road, Carlisle, Massachusetts with quitclaim covenants
therein

[Description and encumbrances, if any]

the land in Carlisle, Middlesex County, Massachusetts, with a small portion thereof
in Concord, Middlesex County, Massachusetts, being bounded and described as follows:

- NORTHERLY by River Street four hundred fifty-three (453) feet;
- NORTHEASTERLY by land now or formerly of Richard Warren et al five hundred twenty (520) feet;
- SOUTHEASTERLY about one hundred twenty-five (125) feet and NORTH EASTERLY one thousand eighty-one and 8/10 (1,081.8) feet, three hundred thirty-nine and 6/10 (339.6) feet; and one hundred thirty (130) feet more or less by land now or formerly of Mark D. Elliott et al;
- SOUTHEASTERLY by Concord River;
- SOUTHWESTERLY three hundred (300) feet more or less, ninety (90) feet, and one thousand one hundred seventy-six (1,176) feet by land now or formerly of Josephine Puffer;
- NORTHWESTERLY five hundred ninety-five (595) feet and SOUTHWESTERLY three hundred thirty-six (336) feet by land now or formerly of Frederick H. Lovejoy;
- NORTHERLY three hundred seventy-five (375) feet and WESTERLY one hundred seventy-five (175) feet by land now or formerly of Frank Booth.

Being shown as 8 and 9 on plan of "Land in Carlisle surveyed for Estate of Mason Garfield" drawn by Horace F. Tuttle, C. E., dated March 28, 1946, filed in Middlesex North Registry District, Plan Book 69, Plan 49, and a parcel of land containing somewhat over an acre shown on plan of "Land in Carlisle surveyed for Estate of Mason Garfield" drawn by Horace F. Tuttle, C. E., dated April 20, 1946 and filed in said Deeds, Plan Book 68, Plan 54. Subject to right of way shown thereon and referred to in deed recorded in Book 1070, Page 261.

Containing in all 45 acres more or less.

Together with the right to use, in common with others entitled, the water system described in deed to Richard Warren et al dated May 31, 1946 and recorded in Middlesex North District Deeds, Book 1045, Page 106, with the right to maintain, repair and replace the same or any part thereof, subject to the obligation of the grantee to pay his share of the cost thereof and to pay the charge for water as used at the rate charged by the Town of Concord.

Being the same premises conveyed to me by deed of James Garfield et als dated June 30, 1947, recorded with Middlesex North District Deeds, Book 1070, Page 258, and by deed of James Garfield, Trustee, dated June 30, 1947, recorded with said Deeds, Book 1070, Page 261, the first of said deeds being recorded also with Middlesex South District, Book 7164, Page 44.

U. Linn 4/12/78
MASSACHUSETTS
APR 12 1978
C 49.80
PB. 11034

2007 00018172
Bk: 21088 Pg: 22 Page: 1 of 3
Recorded: 03/30/2007 01:45 PM

3 Total Pages

QUITCLAIM DEED

We, Thomas J. Wallerstein and Wendy Ann Wallerstein

OF

Carlisle, MA

IN CONSIDERATION OF

One Million One Hundred Thousand (\$1,900,000.00) Dollars

GRANT TO

[REDACTED] Jane T. Elliott

OF

335 River Road, Carlisle, MA 01741

WITH QUITCLAIM COVENANTS

THE FOLLOWING DESCRIBED PREMISES:

A certain parcel of land in Carlisle, Middlesex County, Massachusetts, with the buildings thereon, shown on a plan by Horace F. Tuttle dated April 20, 1946, recorded with Middlesex North District Registry of Deeds Plan Book 68, Page 54, and bounded and described as follows:

NORTHERLY

And

NORTHWESTERLY by River Road by three lines, twenty-five feet more or less, three hundred seventy-three feet and one hundred fifty-seven and 46/100 feet;

Box 39

M. W. H. Warren - Berwick
301 Main Street
Carlisle MA 01742

MASSACHUSETTS EXCISE TAX
Middlesex North ROD #14 001
Date: 03/30/2007 01:45 PM
Ciri# 029284 14908 Doc# 00018172
Fee: \$8,884.00 cons: \$1,800,000.00

Property Address:
335 River Road
Carlisle, MA 01741

Middlesex North Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 8/15/2011 10:26:51 AM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
16172	DEED		21098/22	03/30/2007	1900000.00
Property-Street Address and/or Description					
335 RIVER RD					
Grantors					
WALLERSTEIN THOMAS J, WALLERSTEIN WENDY ANN					
Grantees					
ELLIOTT JANE T					
References-Book/Pg Description Recorded Year					
Registered Land Certificate(s)-Cert# Book/Pg					

NORTHERLY by land now or formerly of Mason Garfield five hundred feet;
SOUTHEASTERLY by other land now or formerly of Mason Garfield seven hundred twenty-five feet; and
SOUTHWESTERLY by other land now or formerly of Mason Garfield, shown on said plan as a fifty foot right of way, five hundred twenty feet more or less.

Containing about 7 and 47/100 acres.

No part of the fee in said right of way is conveyed hereby.

These premises are conveyed together with the right to use said right of way shown on said plan in common with others now or thereafter entitled thereto for all purposes of a street.

The grantor also convey to the grantees the water pipes and water supply system connecting with the Concord water supply system at the Concord Line and extending to the River Road Farm at the corner of Skelton Road subject to the right of others therein and with the right to require reimbursement for repairs, replacements, charges for water and taxes thereon, subject however, to a right reserved to James Garfield, Trustee, Alicia G. Conlan, Louisa H. Garfield and Alva S. Garfield, and their successors in title, in a deed to Grantor and Richard Warren, dated May 31, 1946 and record with Middlesex North Registry of Deeds, Book 1045, Page 106, to use and to grant to subsequent owners of the whole or parts of their adjoining land, the right to connect with, use, repair and replace said water system subject to the obligation to share in the cost of repairs, replacements, charges for water as measured by meters at the rate charged for water by the Town of Concord, and taxes on a proportional basis in respect of their user.

Subject to and with the benefit of any and all easements and restrictions of record insofar as the same are now in force and applicable.

For our title, see Deed recorded in Book 2123, Page 606.

All rights of homestead and other interests are also released.

Executed as a sealed instrument this 13 day of March 2007.

Thomas J. Wallerstein
Thomas J. Wallerstein

Wendy Ann Wallerstein
Wendy Ann Wallerstein

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 13th day of March 2007, before me, the undersigned notary public, personally appeared Thomas J. Wallerstein and Wendy Ann Wallerstein, proved to me through satisfactory evidence of identification, which were

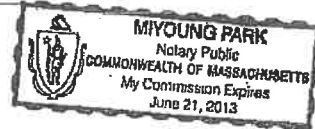
Check acknowledgment form:

current document issued by federal or state government agency bearing photographic image of face of document signer

document signer is personally known to the notary

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

M. Park
Notary Public
My Commission Expires:



END OF DOCUMENT

R. Park



Bk: 23343 Pg: 118 Page: 1 of 2
Recorded: 08/31/2009 03:25 PM

MASSACHUSETTS EXCISE TAX
Middlesex North REG-111 001
Date: 08/31/2009 03:25 PM
City: 039289 12711 Doc# 00044486
Fee: \$12,876.80 cons: \$2,780,000.00

D2

QUITCLAIM DEED

We, Robert Ashley Stephenson and Laurel Dart Stephenson, of Carlisle, Middlesex County, Massachusetts, for consideration paid, and in full consideration of TWO MILLION SEVEN HUNDRED EIGHTY THOUSAND (\$2,780,000.00) DOLLARS,

grant to Vanu G. Bose and Judith Bose, husband and wife as tenants by the entirety, of 397 River Road, Carlisle, Massachusetts,

with quitclaim covenants

The land and buildings thereon known as 397 River Road, Carlisle, Middlesex County, Massachusetts, known as Lot 5 as shown on a plan entitled "Plan of Land in Carlisle, Mass. (Middlesex County)" for Riverloft Trust, dated June 22, 1981 by Joseph W. Moore Co. Land Surveyors and Civil Engineers, 16 Railroad Avenue, Bedford, Massachusetts, recorded with Middlesex North District Registry of Deeds in Book of Plans 134, Plan 83. Said Lot 5 is also shown on a Plan dated July 6, 1978 recorded said Deeds in Book of Plans 127, Plan 50, to which plans reference is made for a more particular description of said Lot 5.

Said Lot 5 is conveyed subject to the following:

1. Conservation restrictions as they relate to Common Land "A" and Common Land "C" as shown on the above referred plan by instruments dated August 16, 1980 and October 19, 1981 recorded with said Deeds, Book 2653, Page 664 and Book 2653, Page 660, respectively.
2. Orders of Conditions in the Town of Carlisle Conservation Commission dated September 28, 1984, recorded with said Deeds in Book 2864, Page 332, as affected by a Certificate of Compliance recorded with said Deeds at Book 6874, Page 153.
3. Utility Easement to New England Telephone and Telegraph recorded with said Deeds at Book 2349, Page 96.
4. Restrictive Covenants of Riverloft Association dated September 11, 1978 and recorded with said Deeds at Book 2325, Page 552.
5. Water rights as they may affect Lot 5 by easement recorded with said Deeds at Book 1037, Page 227 and Book 2297, Page 104.


Please Return To:
Law Offices
Gilmartin, Magence, Camiel & Ross LLP
305 Washington Street
Newton, MA 02458

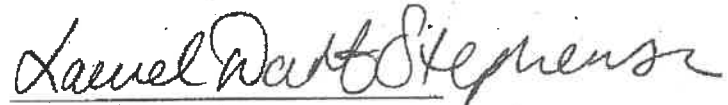
6. Right of Way as described in a deed recorded with said Deeds at Book 1045, Page 106.

Said premises are conveyed subject to and together with any and all rights, restrictions, reservations, easements or other conditions of record, insofar as the same may now be in force and applicable; expressly not intending nor meaning however to extend the same in the event that they have expired by their terms, by operation of law or otherwise.

Meaning and intending to convey the same premises set forth in the deed dated July 25, 2000, recorded with said Deeds at Book 10963, Page 014.

WITNESS our hands and seals this 31 day of August 2009.


Robert Ashley Stephenson


Laurel Dart Stephenson

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 31 day of August 2009, before me, the undersigned notary public, personally appeared Robert Ashley Stephenson proved to me through satisfactory evidence of identification, which was MASS DRIVERS LICENSE to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public

My commission expires:



TREVOR A. HAYDON, JR
Notary Public

Commonwealth of Massachusetts

My Commission Expires
September 19, 2014

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 31 day of August 2009, before me, the undersigned notary public, personally appeared Laurel Dart Stephenson, proved to me through satisfactory evidence of identification, which was MASS DRIVERS LICENSE to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Notary Public

My commission expires:



TREVOR A. HAYDON, JR
Notary Public

Commonwealth of Massachusetts

My Commission Expires
September 19, 2014

AGREEMENT

This Agreement is made by and between the Town of Concord (the "Town"), a municipal corporation with a business address at 22 Monument Square, Concord MA 01742 and Jane T. Elliott ("Elliott"), owner of property located at 335 River Road, Carlisle, MA 01741, each referred to as a Party and collectively as the Parties. The Effective Date of the Agreement is the last date affixed by the Signatories to this Agreement.

WHEREAS, since at least 1941 and possibly earlier, property located at 335 River Road has received water supply from the Town of Concord;

WHEREAS, Thomas J. and Wendy Ann Wallerstein conveyed the property at 335 River Road to Elliott by deed dated March 13, 2007, recorded at Middlesex North Registry of Deeds at Book 21098, Page 22;

WHEREAS, by the same deed, the Wallersteins also conveyed to Elliott water pipes and a water supply system (the "private water system") connecting with the Concord public water supply system at the Concord Town Line, subject to the rights of certain other property owners on River Road in the Town of Carlisle to connect with, use, repair and replace said private water system and subject to the obligation to share in the cost of repairs and replacements to the private water system, and in charges for water as measured by individual private meters at the rate charged for water by the Town, and for taxes thereon assessed by the Town of Carlisle, on a proportional basis in respect of the user of said private water system;

WHEREAS, Judith Bose owns property located at 397 River Road, Carlisle MA 01741 as described in a deed dated August 31, 2009, recorded at Middlesex North Registry of Deeds at Book 23343, Page 118, which includes rights and obligations pertaining to the private water system;

WHEREAS, Anthony J. Troppito owns property located at 511 River Road, Carlisle MA 01741 as described in a deed dated June 25, 1985, recorded at Middlesex North Registry of Deeds at Book 3081, Page 125, which includes rights and obligations pertaining to the private water system;

WHEREAS, Susan Toth owns property located at 506 River Road, Carlisle MA 01741 as described in a deed dated March 15, 2013, recorded at Middlesex North Registry of Deeds at Book 27159, Page 189, which includes rights and obligations pertaining to the private water system;

WHEREAS, Elizabeth E. Platais and Maris V. Platais own property located at 291 River Road, Carlisle MA 01741 as described in a deed dated June 29, 2015, recorded at Middlesex North Registry of Deeds at Book 29204, Page 7, which includes rights and obligations pertaining to the private water system;

WHEREAS, the aforesaid Bose, and Plataises are referred to herein as the "Other Property Owners";

WHEREAS, Troppito and Toth decline to assent to this Agreement, but have installed a private well on his property;

WHEREAS, the Town of Concord has installed a water meter (“master water meter”) in a pit within the right of way of Monument Street at the Concord Town Line that measures water provided to 335 River Road;

WHEREAS, the Town of Concord bills Elliott on a bi-monthly basis for water supplied through the master water meter to 335 River Road;

WHEREAS, Elliott in turn bills the Other Property Owners (of 397 River Road, and 291 River Road, all in the town of Carlisle), and Troppito (of 511 River Road) and Toth (of 506 River Road) said monthly bills allocated in accordance with individual private meters installed at each separate property;

WHEREAS, beginning in May, 2016 and continuing until repairs to the private water system were made on or about July 5, 2016, approximately 1,100,000 gallons of water were lost due to leaks in the private water system;

WHEREAS, on account of leaks in the private water system, bills from the Town in excess of \$20,000 were incurred with respect to the private water system and a current bill of \$20,595.17 remains outstanding and unpaid;

WHEREAS, except for billing of water attributed to the leaks in 2016, Elliott has made payments to Concord for water use on a monthly basis and is not otherwise in arrears;

WHEREAS, the private water system has been repeatedly repaired in the past, has outlived its useful life and is likely to deteriorate and leak again in the future;

WHEREAS, the Parties and the Other Property Owners agree that it is no longer economically feasible to maintain the private water system in sufficient repair and leak-free;

WHEREAS, the Parties and the Other Property Owners agree that the private water system should be discontinued and each owner with an interest therein should install a private well to provide water to each of their respective properties;

WHEREAS, Elliot, the Other Property Owners, Troppito and Toth have each secured from the Carlisle Board of Health a permit for installation of a private well on their respective properties.

NOW THEREFORE, in consideration for the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Disconnection of Private Water System: The Parties agree that the Town shall disconnect the private water system from the Town’s public water system not later than January 10 2018, or such earlier date as each and every property owner with an interest in the private water system has installed a private water supply well, as approved by the Town of Carlisle Board of Health, to serve each of their respective properties.

2. Evidence of Planned Private Well Installation: Within five (5) days of the Effective Date of this Agreement, Elliott shall submit copies of the Board of Health well permit and well construction contract to the Town for her property, and shall collect from the Other Property Owners copies of well permits and well construction contracts for each of their properties and submit them to the Town.
3. Extension of Disconnection Date: Upon written request from Elliott or any of the Other Property Owners and for good cause shown, the Town may extend the date for disconnecting the private water system on a day for day basis until January 20, 2018.
4. Report of Completion of Installation of Private Wells: Elliott shall promptly report in writing when her private well and the private wells of each of the Other Property Owners are complete and operational.
5. Payment Of All Water Bills Incurred Prior To Disconnection: Elliott agrees that all water bills incurred prior to the disconnection of the private water system, except for the currently outstanding bill of \$20,595.17, shall be timely paid and that Elliott shall continue to be responsible for collection of allocated shares of such bills from each of the other property owners with interests in the private water system.
6. Limited Time Waiver Of Bill In Arrears: Within five (5) days of the disconnection of the private water system, the Town shall waive the bill in arrears for \$20,595.17, provided that the private wells are installed and functioning by the deadline provided in paragraph 1, as may be modified by paragraph 3.
7. Withdrawal of Waiver Of Bill In Arrears. In the event that any of the wells of Elliott or the Other Property Owners are not installed and functioning by the deadline provided in paragraph 1, as may be modified by paragraph 3, the Town shall withdraw its offer to waive the bill in arrears, and such bill shall be payable within thirty (30) days of such missed deadline. Should such payment not be timely made, the Town reserves its right to initiate collection of said bill, including by means of the initiation of water cut-off proceedings in accordance with law and its policies.
8. Water Cut-off Proceedings. In the event that the Town exercises its right to cut-off water in accordance with Paragraph 7, it shall provide Elliott with a minimum of twenty one (21) days notice of its intention to do so if the bill is not paid in full. Elliott may appeal the water cut-off notice to the Water Commissioners within said such twenty one (21) days by submitting a written request to the Town's Public Works Director. Upon such request, the Water Commissioners shall meet with Elliott in their next regularly scheduled meeting. If Elliott fails to appeal within such seven (7) business days, or her appeal is denied, the Town shall forthwith proceed to disconnect its water supply to the private water system.
9. Continuation of Water Supply to Private Water System: Provided that the bill of \$20,595.17 is not waived according to Paragraph 6 and is paid in full if and when it becomes due, the Town shall forbear in disconnecting the private water supply. In no

case shall the Town's forbearance continue beyond May 1, 2017, and by that date, if not sooner, the Town shall disconnect its water supply to the private water system.

10. Indemnification: Elliott covenants that he will not make any demand or bring any cause of action or suit against the Town of Concord arising in any way from the Town's disconnection of the water supply to the private water supply or from abandonment of the private water system.
11. Third Party Beneficiaries: Each of the Other Property Owners is an express third party beneficiary of this Agreement, and by their signature below assents to this Agreement.
12. Successors and Assigns: This Agreement shall be binding on the successors and assigns of the Parties.
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
14. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.
15. Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts.
16. Recording. Notice of this Agreement shall be recorded in the Middlesex North Registry of Deeds by the Town at its own expense.

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the date last signed below.

The Town of Concord, by its Town Manager

Christopher Whelan, Town Manager

Date: _____

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, Town Manager of the Town of Concord, proved to me through satisfactory evidence of identification, which was _____, 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 as Town Manager of the Town of Concord.

Notary Public:
My Commission Expires:

Jane T. Elliott

Jane T. Elliott

Date: 1/13/18

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Middlesex

On this 13th day of January, 2018, before me, the undersigned notary public, personally appeared Jane Elliott, proved to me through satisfactory evidence of identification, which was MA/DL, 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.

[Signature]
Notary Public: Matthew Francis
My Commission Expires: 11/16/23



MATTHEW TIMOTHY FRANCIS
Notary Public
Commonwealth of Massachusetts
My Commission Expires Nov. 16, 2023

Assented to:

_____ Date: _____

Judith Bose

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

On this ____ day of _____, 2017, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, 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 as Town Manager of the Town of _____.

Notary Public:
My Commission Expires:

Assented to:

_____ Date: _____

Elizabeth E. Platais

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, 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:

Assented to:

_____ Date: _____

Maris V. Platais

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, 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:

AGREEMENT

This Agreement is made by and between the Town of Concord (the "Town"), a municipal corporation with a business address at 22 Monument Square, Concord MA 01742 and Jane T. Elliott ("Elliott"), owner of property located at 335 River Road, Carlisle, MA 01741, each referred to as a Party and collectively as the Parties. The Effective Date of the Agreement is the last date affixed by the Signatories to this Agreement.

WHEREAS, since at least 1941 and possibly earlier, property located at 335 River Road has received water supply from the Town of Concord;

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WHEREAS, by the same deed, the Wallersteins also conveyed to Elliott water pipes and a water supply system (the "private water system") connecting with the Concord public water supply system at the Concord Town Line, subject to the rights of certain other property owners on River Road in the Town of Carlisle to connect with, use, repair and replace said private water system and subject to the obligation to share in the cost of repairs and replacements to the private water system, and in charges for water as measured by individual private meters at the rate charged for water by the Town, and for taxes thereon assessed by the Town of Carlisle, on a proportional basis in respect of the user of said private water system;

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12. Successors and Assigns: This Agreement shall be binding on the successors and assigns of the Parties.
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
14. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.
15. Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts.
16. Recording. Notice of this Agreement shall be recorded in the Middlesex North Registry of Deeds by the Town at its own expense.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, 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:

Assented to:

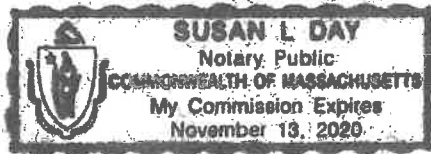
Maris V. Platais

Date: 1-8-18

Maris V. Platais

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Middlesex

On this 8th day of January, 2018, before me, the undersigned notary public, personally appeared MARIS V. Platais, proved to me through satisfactory evidence of identification, which was LICENSE, 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.



Susan L. Day
Notary Public: SUSAN L. DAY

My Commission Expires: November 13,
2020

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, 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:

Assented to:

Date: _____

Judith Bose

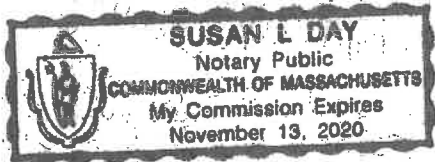
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Middlesex

On this 8th day of January, 2018, before me, the undersigned notary public, personally appeared Elizabeth E. Platais, proved to me through satisfactory evidence of identification, which was LICENSE, 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 as Town Manager of the Town of _____.

Susan L Day

Notary Public: SUSAN L. DAY

My Commission Expires: November 13, 2020



Assented to:

Elizabeth E. Platais

Elizabeth E. Platais

Date: 1/8/18

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

AGREEMENT

This Agreement is made by and between the Town of Concord (the "Town"), a municipal corporation with a business address at 22 Monument Square, Concord MA 01742 and Jane T. Elliott ("Elliott"), owner of property located at 335 River Road, Carlisle, MA 01741, each referred to as a Party and collectively as the Parties. The Effective Date of the Agreement is the last date affixed by the Signatories to this Agreement.

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WHEREAS, Judith Bose owns property located at 397 River Road, Carlisle MA 01741 as described in a deed dated August 31, 2009, recorded at Middlesex North Registry of Deeds at Book 23343, Page 118, which includes rights and obligations pertaining to the private water system;

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WHEREAS, Susan Toth owns property located at 506 River Road, Carlisle MA 01741 as described in a deed dated March 15, 2013, recorded at Middlesex North Registry of Deeds at Book 27159, Page 189, which includes rights and obligations pertaining to the private water system;

WHEREAS, Elizabeth E. Platais and Maris V. Platais own property located at 291 River Road, Carlisle MA 01741 as described in a deed dated June 29, 2015, recorded at Middlesex North Registry of Deeds at Book 29204, Page 7, which includes rights and obligations pertaining to the private water system;

WHEREAS, the aforesaid Bose, and Plataises are referred to herein as the "Other Property Owners";

WHEREAS, Troppito and Toth decline to assent to this Agreement, but have installed a private well on his property;

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WHEREAS, the private water system has been repeatedly repaired in the past, has outlived its useful life and is likely to deteriorate and leak again in the future;

WHEREAS, the Parties and the Other Property Owners agree that it is no longer economically feasible to maintain the private water system in sufficient repair and leak-free;

WHEREAS, the Parties and the Other Property Owners agree that the private water system should be discontinued and each owner with an interest therein should install a private well to provide water to each of their respective properties;

WHEREAS, Elliot, the Other Property Owners, Troppito and Toth have each secured from the Carlisle Board of Health a permit for installation of a private well on their respective properties.

~~NOW THEREFORE, in consideration for the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:~~

1. Disconnection of Private Water System: The Parties agree that the Town shall disconnect the private water system from the Town's public water system not later than January 10 2018, or such earlier date as each and every property owner with an interest in the private water system has installed a private water supply well, as approved by the Town of Carlisle Board of Health, to serve each of their respective properties.

2. Evidence of Planned Private Well Installation: Within five (5) days of the Effective Date of this Agreement, Elliott shall submit copies of the Board of Health well permit and well construction contract to the Town for her property, and shall collect from the Other Property Owners copies of well permits and well construction contracts for each of their properties and submit them to the Town.
3. Extension of Disconnection Date: Upon written request from Elliott or any of the Other Property Owners and for good cause shown, the Town may extend the date for disconnecting the private water system on a day for day basis until January 20, 2018.
4. Report of Completion of Installation of Private Wells: Elliott shall promptly report in writing when her private well and the private wells of each of the Other Property Owners are complete and operational.
5. Payment Of All Water Bills Incurred Prior To Disconnection: Elliott agrees that all water bills incurred prior to the disconnection of the private water system, except for the currently outstanding bill of \$20,595.17, shall be timely paid and that Elliott shall continue to be responsible for collection of allocated shares of such bills from each of the other property owners with interests in the private water system.
6. Limited Time Waiver Of Bill In Arrears: Within five (5) days of the disconnection of the private water system, the Town shall waive the bill in arrears for \$20,595.17, provided that the private wells are installed and functioning by the deadline provided in paragraph 1, as may be modified by paragraph 3.
7. Withdrawal of Waiver Of Bill In Arrears. In the event that any of the wells of Elliott or the Other Property Owners are not installed and functioning by the deadline provided in paragraph 1, as may be modified by paragraph 3, the Town shall withdraw its offer to waive the bill in arrears, and such bill shall be payable within thirty (30) days of such missed deadline. Should such payment not be timely made, the Town reserves its right to initiate collection of said bill, including by means of the initiation of water cut-off proceedings in accordance with law and its policies.
8. Water Cut-off Proceedings. In the event that the Town exercises its right to cut-off water in accordance with Paragraph 7, it shall provide Elliott with a minimum of twenty one (21) days notice of its intention to do so if the bill is not paid in full. Elliott may appeal the water cut-off notice to the Water Commissioners within said such twenty one (21) days by submitting a written request to the Town's Public Works Director. Upon such request, the Water Commissioners shall meet with Elliott in their next regularly scheduled meeting. If Elliott fails to appeal within such seven (7) business days, or her appeal is denied, the Town shall forthwith proceed to disconnect its water supply to the private water system.
9. Continuation of Water Supply to Private Water System: Provided that the bill of \$20,595.17 is not waived according to Paragraph 6 and is paid in full if and when it becomes due, the Town shall forbear in disconnecting the private water supply. In no

case shall the Town's forbearance continue beyond May 1, 2017, and by that date, if not sooner, the Town shall disconnect its water supply to the private water system.

10. Indemnification: Elliott covenants that he will not make any demand or bring any cause of action or suit against the Town of Concord arising in any way from the Town's disconnection of the water supply to the private water supply or from abandonment of the private water system.
11. Third Party Beneficiaries: Each of the Other Property Owners is an express third party beneficiary of this Agreement, and by their signature below assents to this Agreement.
12. Successors and Assigns: This Agreement shall be binding on the successors and assigns of the Parties.
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
14. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.
15. Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts.
16. Recording. Notice of this Agreement shall be recorded in the Middlesex North Registry of Deeds by the Town at its own expense.

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the date last signed below.

The Town of Concord, by its Town Manager

Christopher Whelan, Town Manager

Date: _____

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, Town Manager of the Town of Concord, proved to me through satisfactory evidence of identification, which was _____, 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 as Town Manager of the Town of Concord.

Notary Public:
My Commission Expires:

Jane T. Elliott

Date: _____

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, 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:

Assented to:

_____ Date: _____
Elizabeth E. Platais

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, 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:

Assented to:

_____ Date: _____
Maris V. Platais

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, 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:

Assented to:

Judith Bose
Judith Bose

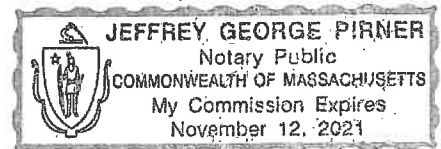
Date: 1/12/2018

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Middlesex

On this 12th day of January, 2018, before me, the undersigned notary public, personally appeared Judith Hill Rose, proved to me through satisfactory evidence of identification, which was Massachusetts Driver License 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 as Town Manager of the Town of N/A.


Notary Public:

My Commission Expires: November 12, 2021



AGREEMENT

This Agreement is made by and between Anthony J. Troppito ("Troppito") owner of property located at 511 River Road, Carlisle MA 01741 as described in a deed dated June 25, 1985, recorded at Middlesex North Registry of Deeds at Book 3081, Page 125, which includes rights and obligations pertaining to the private water system, and Jane T. Elliott ("Elliott"), owner of property located at 335 River Road, Carlisle, MA 01741, each referred to as a Party and collectively as the Parties. The Effective Date of the Agreement is the last date affixed by the Signatories to this Agreement.

WHEREAS, since at least 1941 and possibly earlier, the property located at 335 River Road has received water supply from the Town of Concord;

WHEREAS, Elliott sold water to Troppito from the Town of Concord through water pipes and a water system (the "Private water System") connecting with the Concord public water system.

WHEREAS, in exchange for furnishing water to the Troppito property through the "Private Water System", Troppito paid Elliott in full for Troppito's proportional share of the cost of the water provided to him as well as all costs of every kind and description including costs of maintenance, repair and improvement.

NOW THEREFORE in consideration for the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Disconnection from the Private Water System: The Parties agree that Anthony J. Troppito has, as of November 9, 2017, disconnected, from the "Private Water System" and no longer receives water therefrom.
2. No future connection with Private Water System: The Parties agree that Anthony J. Troppito will not at any time in the future seek to reconnect to the "Private Water System".
3. Replacement with private well: The Parties agree that Anthony J. Troppito now receives water from a private well.
4. Release from further obligations and responsibilities: The Parties agree that commencing with the date of disconnection as described herein, Anthony J Troppito is released in perpetuity from further responsibilities associated with the "Private Water System" including but not limited to payment for water usage, maintenance, repair costs, taxes, fees, or any other responsibility or cost whatsoever.

5. Water leak bill: The Parties agree that Anthony J. Troppito disclaims any responsibility to Elliott or the Town of Concord for the outstanding cost billed to Elliott for the outstanding cost resulting from the water leak of 2016 in the "Private Water System".
6. Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.
7. Successors and Assigns: This Agreement shall be binding on the successors and assigns of the Parties.
8. Governing Law: This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts.
9. Recording: Notice of this Agreement shall be recorded in the Middlesex North Registry of Deeds by Anthony J. Troppito at his own expense.

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the date last signed below.

Jane T. Elliott
Jane T. Elliott
(POA)

Date: 1/17/2018

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Middlesex

On this 17th day of January, 2018, before me, the undersigned notary public, personally appeared David Elliott, proved to me through satisfactory evidence of identification, which was MA DL, 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.

Jared Duemling
Notary Public: Jared Duemling
My Commission Expires: Feb 27, 2020



JARED DUEMLING
Notary Public
Commonwealth of Massachusetts
My Commission Expires Feb. 27, 2020

David Elliott

Date: 1/17/2018

David Elliott

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex

On this 17th day of January, 2018, before me, the undersigned notary public, personally appeared David Elliott, proved to me through satisfactory evidence of identification, which was MA DL, 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.

Jared Duemling
Notary Public: Jared Duemling
My Commission Expires: Feb 27, 2020



JARED DUEMLING
Notary Public
Commonwealth of Massachusetts
My Commission Expires Feb. 27, 2020

Anthony J. Troppito Date: 01/18/2018
Anthony J. Troppito

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Middlesex

On this 18 day of January, 2017, before me, the undersigned notary public, personally appeared Anthony J. Troppito, proved to me through satisfactory evidence of identification, which was Drivers License 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.



Kristin M. Antzak
Notary Public:

My Commission Expires: July 27, 2018

AGREEMENT

This Agreement is made by and between Susan Toth ("Toth") owner of property located at 506 River Road, Carlisle MA 01741 and Jane T. Elliott ("Elliott"), owner of property located at 335 River Road, Carlisle, MA 01741. The Effective Date of the Agreement is the last date affixed by the Signatories to this Agreement.

WHEREAS, since at least 1941 and possibly earlier, the property located at 335 River Road has received water supply from the Town of Concord ("Town").

WHEREAS, Elliott sold water to Toth from the Town of Concord through water pipes and a water system (the " Private Water System") connecting with the Concord public water system.

WHEREAS, in exchange for furnishing water to the Toth property through the Private Water System, Toth paid Elliott in full for Toth's proportional share of the cost of the water provided to her as well as all costs of every kind and description including costs of maintenance, repair and improvement.

NOW THEREFORE in consideration for the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Disconnection from the Private Water System: The parties agree that Susan Toth has, as of November 4, 2017, disconnected from the Private Water System and no longer receives water therefrom.
2. No future connection with Private Water System: The parties agree that Susan Toth will not at any time in the future seek to reconnect to the Private Water System.
3. Replacement with private well: The parties agree that Susan Toth now receives water from a private well.
4. Release from further obligations and responsibilities: The parties agree that commencing with the date of disconnection as described herein, Susan Toth is released in perpetuity from further responsibilities associated with the Private Water System including but not limited to payment for water usage, maintenance, repair costs, taxes, fees or any other responsibility or cost whatsoever.
5. Water Leak Bill: The parties agree that Susan Toth disclaims any responsibility to Elliott or the Town of Concord for the outstanding cost billed to Elliott for the outstanding cost resulting from the water leak of 2016 in the "Private Water System".
6. Entire Agreement: This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the parties relating to the subject matter hereof.
7. Successors and Assigns: This Agreement shall be binding on the successors and assigns of the Parties.
8. Governing Law: This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the date last signed below.

Jane T. Elliott
Jane T. Elliott (POA)

Date: 1/17/2018

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex

On this 17th day of January, 2018, before me, the undersigned notary public, personally appeared David Elliott, proved to me through satisfactory evidence of identification, which was MADL, 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.

Jared Duemling

Notary Public: Jared Duemling

My Commission Expires: Feb 27, 2020



JARED DUEMLING
Notary Public
Commonwealth of Massachusetts
My Commission Expires Feb. 27, 2020

David Elliott

Date: 1/17/2018

David Elliott

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex

On this 17th day of January, 2018, before me, the undersigned notary public, personally appeared David Elliott, proved to me through satisfactory evidence of identification, which was MA DL, 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.

Jared Duemling

Notary Public: Jared Duemling

My Commission Expires: Feb 27, 2020



JARED DUEMLING
Notary Public
Commonwealth of Massachusetts
My Commission Expires Feb. 27, 2020

Susan Toth

Susan Toth

Date: 1/17/18

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex

On this 17th day of January, 2018, before me, the undersigned notary public, personally appeared Susan Toth, proved to me through satisfactory evidence of identification, which was MA DL, 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.

Jared Duemling
Notary Public: Jared Duemling

My Commission Expires: Feb 27, 2020



JARED DUEMLING
Notary Public
Commonwealth of Massachusetts
My Commission Expires Feb. 27, 2020

Town Of Concord
Dog Park Feasibility Study Committee
Committee Charge

A. Purpose

The purpose of the Dog Park *Feasibility* Study Committee is to explore the opportunity to create one or more dog parks in Concord where residents may exercise their dogs in a secure and friendly environment.

B. Background

The Town's "2015 Open Space & Recreation Plan" states in a 2014 citizen survey, "the need for a formal dog park was raised as a community desire and requires further evaluation" (p.91). Part of evaluating the feasibility of creating a dog park is to identify one or more sites where a dog park could be located. The evaluation of public land for a possible future dog park is not intended to influence the discussion of whether it would be appropriate to require dogs to be on-leash in certain Town-owned conservation parcels. That determination will be made by the Natural Resources Commission.

A dog park is a fenced-in area with multiple gated points of entry that allows dogs to roam and play off-leash in a safe manner. Dog owners also are free to socialize while their dogs are playing. This helps new residents establish community connections and is an opportunity for neighbors to stay connected. An area designated for dogs to run off-leash avoids conflicts with other users of public lands such as at playgrounds or public parks.

C. Membership and Term

The Committee will be comprised of the following members appointed by the Select Board:

Seven (7) citizens at-large from various sections of Concord with diverse backgrounds and at least 2 of which shall be dog owners.

Members shall serve until May 30, 2018 unless the term is amended or extended by the Select Board.

D. Duties and Responsibilities

1. To consider whether there is interest in and a need for a dog park in Concord as a place designated and reserved for use specifically by dogs and dog owners. And if a need exists, to consider whether there is need for more than one dog park for the convenient access and use by all interested residents of the town.
2. To determine key elements that would be desirable in a dog park, including parking, fencing waste removal, a water supply, and other amenities.
3. To consider whether the need exists for a larger area of land designated for use by dogs and dog-owners that may not be fenced in, which would allow for long, off-leash walks in a wooded or natural area that won't conflict with other users.

4. To review the list of town-owned land for possible use as a dog park and to consider whether there are privately owned parcels which the owners may be interested in allowing to be used for a dog park.
5. To hold a public hearing at the outset of the study process to solicit comments from the community on the need for a dog park, as well as the desired elements and locations.
6. To develop a draft report, including the Committee's preliminary findings and recommendations to the Select Board concerning dog parks, and to hold a second public hearing at which the draft report is publicly discussed and public comments are solicited.
7. To prepare a final report to the Select Board on or about March 1, 2018 on the Committee's findings and recommendations upon reflecting on comments received at the public hearing or otherwise concerning the draft report.
8. The Committee may request that this committee charge be amended to add additional duties, and the Select Board will give the request due consideration.

E. Other Considerations

The Committee will conduct business in compliance with all relevant State and local laws and regulations, including but not limited to, the Open Meeting Law, Public Records Law and Conflict of Interest Law. The Committee shall consult with the Town Manager concerning the allocation of town staff or financial resources toward this project.

Town of Concord Affordable Housing Funding Committee Committee Charge

A. Purpose

Per amended Article 49 at the 2017 Town of Concord Annual Meeting, the Select Board was directed to:

“appoint a committee to study the affordable housing goals of the Town and recommend appropriate measures to fund those goals. The committee shall, generally, be charged with the responsibility of studying and determining cost-effective means by which the Town may fund the continuing expansion of its inventory of affordable housing. “

The Committee shall provide recommendations to the Select Board in a timely manner in order to prepare Articles for 2018 Town Meeting.

B. Background

Per amended Article 49 at the 2017 Town of Concord Annual Meeting, the Select Board was directed to appoint a committee to study the affordable housing goals of the Town and recommend appropriate measures to fund those goals. The Town of Concord currently has a Housing Production Plan which is submitted to the Select Board for approval and certification every 5 years. The Housing Production Plan set goals and recommended initiatives on how to achieve them. Even with the Town’s efforts to obtain funding from CPA funds and various State and Federal grants as well as contributions from private development projects, the goals of the Housing Plan have not been met. The Affordable Housing Funding Committee shall provide recommendations that provide the funding to effectively meet the Town’s Housing Production goals each year.

C. Membership

The Affordable Housing Funding Committee shall be comprised of seven members appointed by the Select Board, each for a term that will expire on May 1, 2018. The membership shall be as follows:

- Two members of the Affordable Housing Community;
- A member of the Planning Board;
- A past member of the Finance Committee or other person highly familiar with Town finances;
- A person familiar with Concord’s real estate environment such as an Architect, broker or builder
- Two (2) members to be from the public at large

D. Duties and Responsibilities

To meet regularly and to elect a chair and clerk;

To focus solely on funding options that will support the annual goals of the Town of Concord's 2015 Housing Production Plan (approximately \$2 million per 2017 Annual Town meeting discussions of Article 49)

Gather information and research on various funding mechanisms that will support and sustain Concord's community housing goals, including, but not limited to the following: CPA funds, the issuance of municipal debt, an annual appropriation from the General Fund and the use of fees or surcharge to building permit applications or property taxes. The Committee shall develop a report that provides recommendations to the Select Board so that an Article shall be included on the warrant of the 2018 Town meeting.

E. Other Considerations

The Affordable Housing Funding Committee is responsible for conducting its activities in a manner which is in compliance with all relevant State and local laws and regulations, including but not limited to Open Meeting Law, the Public Records Law and the Conflict of Interest Law. With the approval of the Town Manager, the Committee may consult with Town staff to discuss these matters.

Attachments:

2017 Annual Town Meeting – Certified Article 49

TOWN OF CONCORD
Cable Television Advisory Committee

Committee Charge

A. Background

The Select Board has issued a License Agreement to Comcast of Massachusetts III, Inc. for the period from April 22, 2014 through April 21, 2024, which authorizes the company to provide non-exclusive cable television and other telecommunication services to homes and businesses in the Town of Concord. The agreement provides for the delivery of PEG Access (Public, Educational, and Governmental) Television services, defined in the agreement as “non-commercial programming developed by any Concord residents or organizations, schools, government entities and the use of facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License”. Pursuant to section 6 of the agreement, Comcast makes three channels available to the Town for PEG access programming and allocates 4.8% of the company’s gross annual revenue in Concord to support PEG access programming.

In 2015, Town Meeting voted to accept MGL chapter 44, section 53F-3/4 authorizing the creation of the PEG Access & Cable Related Fund. Revenue from Comcast is deposited into this fund and may be expended by the Town Manager only to support PEG access programming. The Concord-Carlisle Regional High School has set aside space in the school for a cable studio to operate the community television service.

B. Purpose

The purpose of the Cable Television Advisory Committee is to monitor the effectiveness of Concord’s PEG Access services, and to help the Select Board ensure that the Minuteman Media Network conforms to the requirements of the Comcast franchise agreement while safeguarding the public’s interest in community television through policies promoting fairness, equal access, and non-discrimination. The committee is also intended to promote quality telecommunication services that reflect the interests and concerns of Concord residents.

C. Membership

The members of the Cable Television Advisory Committee shall be appointed by the Select Board. The term of office shall be three years, and the initial appointments shall be of one, two and three years, so that terms of members shall be staggered. The committee shall be comprised of up to seven members representing a diversity of residents interested in communications and community television. The membership shall be as follows:

- One citizen with experience in communication media, particularly with experience in television or community television;
- Five citizens at-large with diverse backgrounds that have an interest in, or experience with, communications, media and information services;
- One representative designated by the School Committee;
- One ex officio, non-voting member designated by the Carlisle Board of Selectmen;

D. Duties and Responsibilities

1. To advise the Select Board and Town Manager on matters concerning PEG access television services, including comparing Concord's services to those of other communities and to the state of the industry in general.
2. To recommend broad policies on matters concerning PEG access television, including matters involving use of studio equipment, training of volunteers, access to studio space by citizens including student, and similar matters.
3. To ensure that Minuteman Media Network conforms to all requirements of the Comcast franchise agreement, as well as all applicable federal, state and local laws and regulations concerning PEG access services.
4. To solicit public feedback regarding the performance of Minuteman Media Network operations including their ability to deliver a variety of quality PEG access programming offerings.
5. To Investigate and make recommendations where application in response to public feedback received regarding Minuteman Media Network programs and offerings.
6. To assist Minuteman Media Network staff in creating, developing and promoting various and specialized courses which are necessary to enhance citizen and volunteer use and involvement in public access programming.
7. To assist the Town Manager and Minuteman Media Network staff in creating a citizen complaint review process, and when complaints have not been resolved to the satisfaction of the complaining party, to meet with the complaining party and render a recommendation of how the problem may be resolved. In the event that any Minuteman Media Network staff has not responded to the satisfaction of the CTAC, the committee may formally bring the matter to the attention of the Select Board for resolution. The decision of the Select Board shall be final.
8. To assist the Select Board at the time of renegotiation of the cable television franchise agreement, to maximize the benefits to the community of cable television and other services; to hear citizen complaints concerning Comcast's compliance with the requirements of the franchise agreement as well as such Comcast services that are subject to local review under the law.
9. CTAC may be requested to provide advice or guidance with respect to Minuteman Media Network's operations and technological advancement initiatives, including expanded audio-visual communications and web-based programming.
10. To submit a comprehensive annual report regarding CTAC activities and Minuteman Media Network efforts for inclusion in the Town's "Annual Town Report." Such submission should include an overview of the Committee's work during the prior year as well as an assessment of the community's access to PEG-related services and offerings.
11. To meet regularly, and annually, to elect a Chairperson and Committee Clerk.

E. Other Considerations

The Cable Television Advisory Committee is responsible for conducting its activities in a manner which is in compliance with all relevant State and local laws and regulations, including but not limited to: Open Meeting Law, Public Records Law and Conflict of Interest Law.

Attachments:

- a. *Copy of Cable Television Renewal License Issued by Select Board to Comcast of Massachusetts III, Inc. 2014 to 2024.*

REQUIRED FORM OF VOTE TO SUBMIT A STATEMENT OF INTEREST

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on February 5, 2018 and January 23, 2018, prior to the closing date, the Select Board and the School Committee of Concord, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated February 23, 2018 for the Concord Middle School located at 835 Old Marlboro Road and 1231 Old Marlboro Road which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future for priorities #2, #5, and #7, with deficiencies as follows: Priority #2. Elimination of severe overcrowding, this condition has been addressed by use of an elementary school being converted to use as the second middle school building in 1967, Priority #5. Replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease energy related costs in a school facility, the two buildings that serve as the Middle School have significant capital requirements with roofing, HVAC and other systems reaching obsolescence after nearly 50 years, Priority #7 Replacement of or addition to obsolete buildings in order to provide for a full range of programs consistent with state and approved local requirements; having two buildings located a mile apart requires duplication of many services and increases staffing costs significantly; these funds could be used to improve the direct educational experiences of the Middle School students housed in the Peabody and Sanborn buildings, and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

DOCUMENTATION OF VOTE

Documentation of each vote must be submitted as follows:

For the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body, a copy of the text of the vote must be submitted with a certification of the City/Town Clerk that the vote was duly recorded and the date of the vote must be provided.

For the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson.