

**TOWN OF CONCORD  
SELECT BOARD  
AGENDA  
SEPTEMBER 3, 2020  
4:00PM  
VIDEO CONFERENCE CALL**

Join Zoom Meeting

<https://us02web.zoom.us/j/89835454925?pwd=MjZFTTBveDB0MzB2RTRuRjhnWFc2UT09>

Meeting ID: 898 3545 4925

Passcode: 645051

One tap mobile

+16465588656,,89835454925# US (New York)

Dial by your location

888 475 4499 US Toll-free

877 853 5257 US Toll-free

Meeting ID: 898 3545 4925

Find your local number: <https://us02web.zoom.us/j/89835454925?pwd=MjZFTTBveDB0MzB2RTRuRjhnWFc2UT09>

1.	Call to Order
2.	Approve changes to the TIF Agreement as proposed by Town Counsel
3.	Reconsider Select Board's position on Article 16
4.	Public Comments
5.	Adjourn

**TAX INCREMENT FINANCING AGREEMENT**

**BY AND BETWEEN**

**THE TOWN OF CONCORD**

**AND**

**JUNCTION VILLAGE ALF LIMITED PARTNERSHIP**

THIS TAX INCREMENT FINANCING AGREEMENT (the "Agreement") is made this \_\_\_\_\_ of \_\_\_\_\_, 2020, by and among the TOWN OF CONCORD (the "Town"), acting by its Select Board as authorized by vote of the 2020 Annual Town Meeting, and Junction Village ALF Limited Partnership (the "Company").

Concord Town Counsel 9/1/2020 2:23 PM

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**RECITALS**

**WHEREAS**, the Town is a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts having a principal place of business at 22 Monument Square, Concord, MA 01742; and

**WHEREAS**, the Company is a Limited Partnership duly organized under the laws of in the Commonwealth of Massachusetts with a principal place of Business at 99 Pleasant Street, Marlborough, MA 01752; and

**WHEREAS**, the Company plans to commence construction of an approximately 54,000 square foot affordable assisted living located at 6X Winthrop Street, Concord, Massachusetts on property owned by Concord Housing Development Corporation – JV, LLC and shown on the attached Concord Assessors Map 8D Parcel 2013-1 (the "Property"); and

Concord Town Counsel 9/1/2020 2:23 PM

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**WHEREAS**, the Company plans to invest approximately \$19,998,525 dollars to develop and operate the Christopher Heights of Concord at Junction Village (the "Project") at the Property. The Project will consist of an affordable assisted living facility featuring 83-units of low- and moderate-income housing 100% of which will contribute to the Town of Concord's Subsidized Housing Inventory; and

**WHEREAS**, the Company, as a result of the Project, intends to create 30 new permanent full-time jobs at the facility on Winthrop Street; and

**WHEREAS**, the Company intends to apply for status as a Local Incentives-Only Project under the Massachusetts Economic Development Incentive Program ("EDIP"); and

**WHEREAS**, on August 31, 2020 the Select Board recommended approval of this Agreement to the Concord Town Meeting; and

**WHEREAS**, on September 13, 2020 the Concord Town Meeting voted to approve this Agreement; and

**WHEREAS**, the Town strongly supports increased economic development to provide additional jobs and increase the Town's Subsidized Housing Inventory with the additional affordable housing units to be created by the Project.

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**NOW, THEREFORE,** in consideration of the mutual promises of the parties' contained herein and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

**A. THE TOWN’S OBLIGATIONS**

1. A Tax Increment Financing (“TIF”) exemption (the “Exemption”) is hereby granted to the Company by the Town in accordance with Chapter 23A, Sections 3A to 3F; Chapter 40, Section 59, and Chapter 59, Section 5, Clause Fifty-first of the Massachusetts General Laws and the applicable regulations thereto. The Exemption for real estate taxes shall be for a period of fifteen (15) years (the “Exemption Term”), commencing in the fiscal year for which the Town has increased the assessed value at the Property to the full assessed value of the Project at the Property (the first day of such fiscal year in which said full assessed valuation occurs is hereinafter referred to as the “Start Date”); and shall provide an exemption from taxation of the new incremental value of the Property resulting from the Project, as determined by the Town of Concord Assessor, as follows:

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

2. The Base Valuation shall be the assessed value of the Property for Fiscal Year 2021 in the amount of \$1,444,200.
3. The Base Valuation shall be adjusted annually by an adjustment factor, which reflects the increased values within the community, as provided in Chapter 40, Section 59 of the Massachusetts General Laws.
4. Notwithstanding the foregoing Exemption Schedule or anything in this Agreement to the

contrary, the total amount of the Exemption authorized by this Agreement commencing on the date hereof, shall not exceed an aggregate of \$2,000,000 for the entire Exemption Term (the "Total Exemption"). Once the Total Exemption has been granted to the Company, the Company shall not be entitled to any further Exemption, even if the Exemption Term has not expired.

5. The Company agrees that whether it is acting as Junction Village ALF Limited Partnership or as Grantham Group LLC, or as Christopher Heightes of Concord at Junction Village, or any other entity that owns or manages the Project, it shall not seek any type of of additional direct or indirect financial support of any kind from the Town for this Project. Further, the Total Exemption shall not be increased without approval of both the Select Board and Town Meeting.

6. The Assessor shall remit to the Company annually, by December 31<sup>st</sup>, a statement of the amount of the Exemption for each fiscal year of this TIF Agreement and the amount of Exemption remaining until the Total Exemption is met.

7. The Company is also subject to Personal Property tax, which will be exempted at the same percentages as the Real Estate Exemption.

## B. THE COMPANY'S OBLIGATIONS

The Exemption granted to the Company by the Town hereby is in consideration of and conditioned upon the Company's compliance with the following commitments:

1. Company shall create thirty (30) new permanent full-time jobs over a three (3) year period commencing upon the issuance of a certificate of occupancy for the Project at 6X Winthrop Street in Concord. The Company's job retention and creation plans shall be outlined in the Employment & Job Creation section of the EDIP Local Incentive-Only Application to be submitted to the State in connection with the Company's request for a TIF exemption.
2. Provided the Company receives the necessary and appropriate governmental and regulatory approvals to do so, it shall construct an approximately 54,000 square foot 83-unit, affordable assisted living facility at the Property.
3. The Company plans to invest in the Project approximately \$19,998,525 dollars. The Company expects to complete the Project by April 1, 2022, and in the event of construction delays no later than April 1, 2023.
4. Subject to applicable law, the Company will use reasonable efforts, including, but not limited to, cooperating with the Massachusetts Executive Office of Labor and Workforce Development in order to identify and to hire qualified residents within the region to fill vacancies within the Company for Concord-based jobs as they develop.
5. The Company shall submit an annual report pursuant to General Laws Chapter 23A, Section 3F to

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the Massachusetts Economic Assistance Coordinating Council (“EACC”) through the Commonwealth’s on-line portal for each year of the Application designation. The annual report shall include the number of jobs created, and value of the Property capital investments and other related items with respect to the Property annually and on a cumulative basis. The Company shall submit a report as required by General Laws Chapter 40, Section 59(viii) to the Town Clerk and EACC.

6. Subject to the provisions of this Agreement, the Company shall pay all real estate taxes owed to the Town relating to the Property in a timely fashion. The Company shall also pay the real estate taxes as assessed by the Town on any partial construction completion in full and in a timely manner.
7. In the event of any de-certification by the EACC, the Town shall discontinue the Exemption benefits described above, commencing with the fiscal year immediately following the year in which the Company was decertified by EACC and the Company shall pay any taxes due as if no Exemption applied.
8. The Company agrees that the Town has the right to petition the EACC to decertify the Certified Project and to revoke this Agreement if the Town, acting through Select Board, determines that the Company has failed in a material way to meet any particular obligations as set forth in this Agreement, subject to the provisions of this Section B.8 and the further provisions below. Prior to taking any action to request decertification of the Project by the EACC, the Town shall give written notice of the alleged default to the Company and provide them an opportunity to meet with the Town officials to discuss a remedy for the alleged default. The Company shall have thirty (30) days from the receipt of such written notice to respond to the Town regarding any alleged default and one hundred twenty (120) days from the receipt of such written notice to remedy such alleged default.

Prior to filing any such petition for decertification the Select Board shall schedule a hearing and at said hearing, the Select Board shall consider general economic conditions, regional or industry issues affecting the Company directly or indirectly, the Company’s potential ability to meet hiring projections, and any other relevant factors. If the Select Board is satisfied that the Company has made a good faith effort to meet its obligations under this Agreement, the parties will attempt to negotiate a mutually acceptable and reasonable resolution, which may result in amendments to the terms of the Agreement, prior to the Town filing a de-certification petition.

9. In addition to discontinuance of benefits as set forth in Paragraph B.8 above, if the Agreement is decertified because the Company has failed to create and maintain the thirty (30) permanent jobs at the 6X Winthrop Street location during the term of this Agreement, as required in Paragraph B.1 hereof, then pursuant to Massachusetts General Laws Chapter 23A, Section 3F(e), the Town may recapture the value of the real estate taxes not paid due to the Exemptions provided herein. Said recapture shall be made through a special assessment on the Company in the municipal fiscal year that follows the EACC’s decision to revoke project certification. The assessment, payment, and collection of said special assessment shall be governed by procedures provided for the taxation of omitted property pursuant to Massachusetts General Laws Chapter 59, Section 75, notwithstanding the time period set forth in said Chapter 59 for which omitted property assessments may be imposed for each of the fiscal years included in the special assessment.

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10. The matters described above as obligations of the Company are only conditions to the eligibility for tax exemptions under this agreement and do not create any enforceable obligations or covenants of the Company. The Town's sole remedies for failure by the Company to satisfy any of its obligations and conditions are the procedures set forth in paragraphs B.8 through B.9 above.

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### C. ADDITIONAL PROVISIONS

1. Pursuant to the provisions of Chapter 40, Section 59 of the Massachusetts General Laws and applicable regulations, this Agreement shall be binding upon the Company, its successors, assigns, and subsequent owners of the Property, so long as the Project has not been decertified by the EACC. The Company shall not convey, assign or transfer this TIF, or its rights hereunder to any third party without the express and advance written consent of the Town, which consent may not be unreasonably withheld by the Town, provided the proposed assignee provides reasonable assurances to the Town regarding the continuing operation of the Project and compliance with the terms of this Agreement. The transfer of any general or limited partnership interest in the Company, or the admission of any additional general or limited partners shall not be considered an assignment or transfer of this Agreement and shall be permitted as a matter of right.
2. The Town and the Company acknowledge and agree that there is no public construction contemplated by this Agreement and, therefore, no betterment schedule referred to in Massachusetts General Laws Chapter 40, Section 59 is required. This Agreement and the Tax Increment Financing Exemption provided for hereunder shall apply only to the Property. No other building shall be eligible for a Tax Increment Financing Exemption unless specifically approved by Concord Town Meeting.
3. This Agreement is governed by the laws of the Commonwealth of Massachusetts. If any provision of this Agreement shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of this Agreement shall be deemed to be amended to the minimum extent necessary to provide to the Town and the Company substantially the benefits set forth in this Agreement.
4. This agreement is subject to Massachusetts General Laws Chapter 23A, Sections 3A to 3F, Chapter 40, Section 59, and Chapter 59, Section 5, Clause Fifty-first and the applicable regulations thereto.
5. The time within which the Company shall be required to perform any of its obligations under this agreement shall be extended to the extent the performance of such obligation is delayed by a force majeure event such as an act of God, earthquake, fire, act of terrorism, war, labor dispute, delay or restriction by a government body, or any other cause beyond the reasonable control of the Company.

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6. All notices permitted or required under the provisions of the Agreement shall be in writing, and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by private express carrier to the addresses listed below or at such other address as may be specified by a party in writing and served upon the other in accordance with this section. Such notices shall be deemed given when delivered or when delivery is refused.

If intended for the Town, addressed to:

Town of Concord  
Office of the Town Manager  
24 Monument Square  
Concord, MA 01742  
Attention: Stephen Crane

with copies concurrently delivered to:

Town of Concord  
Board of Assessors  
24 Court Lane  
Concord, MA 01742

If intended for the Company, addressed to:

Junction Village ALF Limited Partnership  
99 Pleasant Street  
Marlborough, MA 01752

7. The Company agrees to allow the Town to monitor compliance with this Agreement. The Company shall provide to the Town, upon reasonable request, access to such information as the Town may deem necessary to monitor the Company's compliance including, but not limited to, income and expense information.
8. This Agreement shall not be binding and shall not go into effect until fully executed by the parties thereto, and until such time as this Agreement has been approved by the Massachusetts Economic Assistance Coordinating Council.

[SIGNATURE PAGE TO FOLLOW BELOW]

**WITNESSETH** the execution and delivery of this Agreement by the parties hereto as of the date first above written.

**TOWN OF CONCORD SELECT BOARD**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

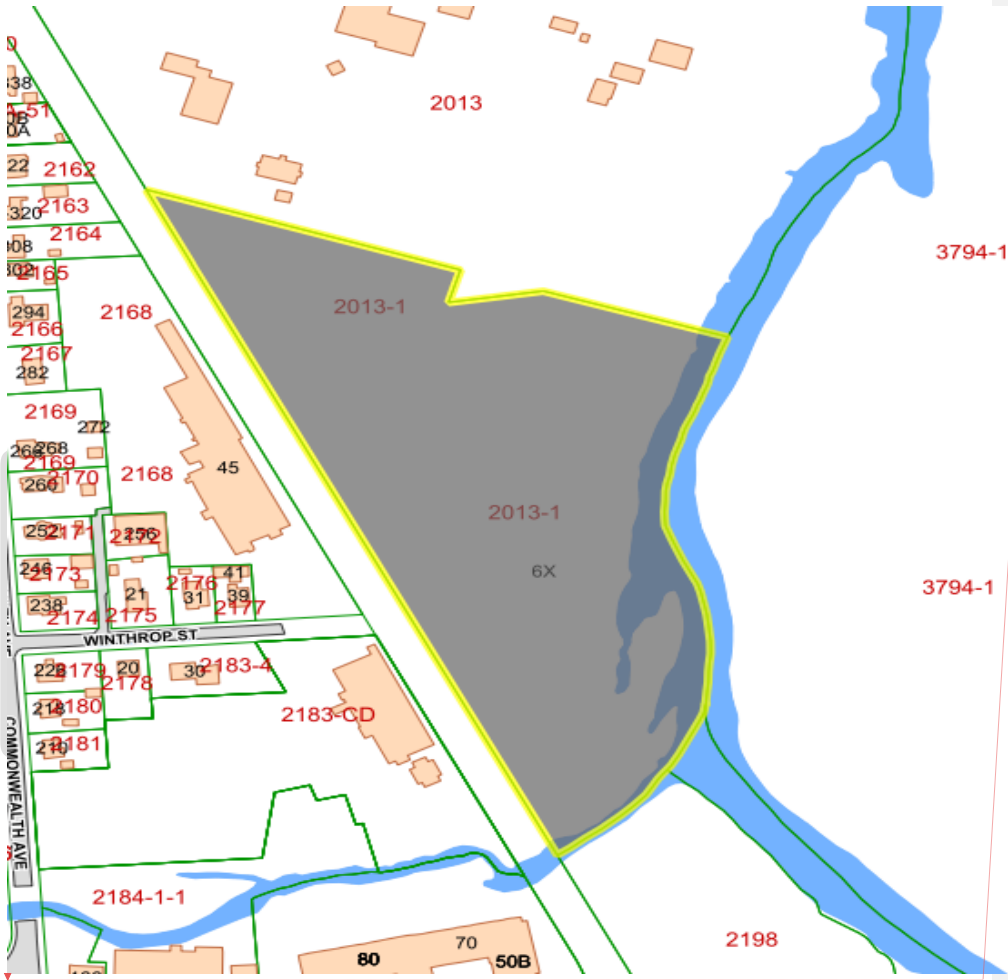
**JUNCTION VILLAGE ALF LIMITED PARTNERSHIP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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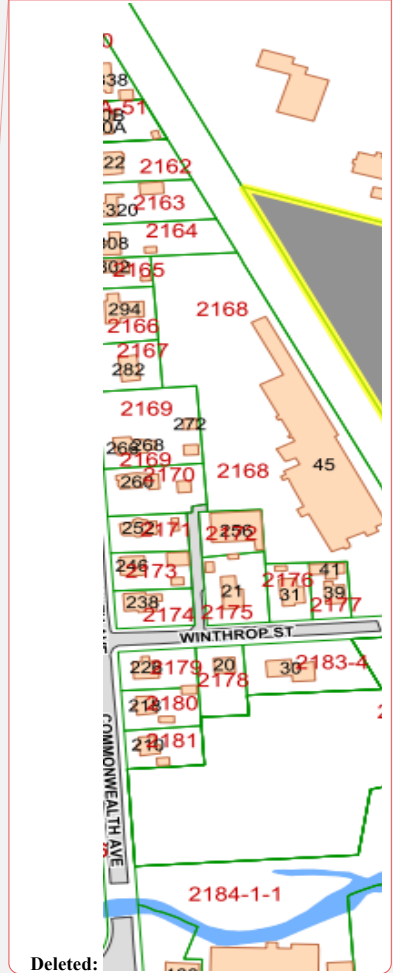
ATTACHMENT

Property Map



Map 8D Parcel1301-1

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# TAX INCREMENT FINANCING AGREEMENT

BY AND BETWEEN

THE TOWN OF CONCORD

AND

JUNCTION VILLAGE ALF LIMITED PARTNERSHIP

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## RECITALS

**WHEREAS**, the Town is a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts having a principal place of business at 22 Monument Square, Concord, MA 01742; and

**WHEREAS**, the Company is a Limited Partnership duly organized under the laws of in the Commonwealth of Massachusetts with a principal place of Business at 99 Pleasant Street, Marlborough, MA 01752; and

**WHEREAS**, the Company plans to commence construction of an approximately 54,000 square foot affordable assisted living located at 6X Winthrop Street, Concord, Massachusetts on property owned by Concord Housing Development Corporation – JV, LLC and shown on the attached Concord Assessors Map 8D Parcel 2013-1 (the "Property"); and

**WHEREAS**, the Company plans to invest approximately \$19,998,525 dollars to develop and operate the Christopher Heights of Concord at Junction Village (the "Project") at the Property. The Project will consist of an affordable assisted living facility featuring 83-units of low- and moderate-income housing 100% of which will contribute to the Town of Concord's Subsidized Housing Inventory; and

**WHEREAS**, the Company, as a result of the Project, intends to create 30 new permanent full-time jobs at the facility on Winthrop Street; and

**WHEREAS**, the Company intends to apply for status as a Local Incentives-Only Project under the Massachusetts Economic Development Incentive Program ("EDIP); and

**WHEREAS**, on August 31, 2020 the Select Board recommended approval of this Agreement to the Concord Town Meeting; and

**WHEREAS**, on September 13, 2020 the Concord Town Meeting voted to approve this Agreement; and

**WHEREAS**, the Town strongly supports increased economic development to provide additional jobs and increase the Town's Subsidized Housing Inventory with the additional affordable housing units to be created by the Project.

**NOW, THEREFORE,** in consideration of the mutual promises of the parties' contained herein and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

**A. THE TOWN'S OBLIGATIONS**

1. A Tax Increment Financing (“TIF”) exemption (the “Exemption”) is hereby granted to the Company by the Town in accordance with Chapter 23A, Sections 3A to 3F; Chapter 40, Section 59, and Chapter 59, Section 5, Clause Fifty-first of the Massachusetts General Laws and the applicable regulations thereto. The Exemption for real estate taxes shall be for a period of fifteen (15) years (the “Exemption Term”), commencing in the fiscal year for which the Town has increased the assessed value at the Property to the full assessed value of the Project at the Property (the first day of such fiscal year in which said full assessed valuation occurs is hereinafter referred to as the “Start Date”); and shall provide an exemption from taxation of the new incremental value of the Property resulting from the Project, as determined by the Town of Concord Assessor, as follows:

<b>Fiscal Year</b>	<b>Exemption Percentage</b>
1	69.21%
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2. The Base Valuation shall be the assessed value of the Property for Fiscal Year 2021 in the amount of \$1,444,200.
3. The Base Valuation shall be adjusted annually by an adjustment factor, which reflects the increased values within the community, as provided in Chapter 40, Section 59 of the Massachusetts General Laws.
4. Notwithstanding the foregoing Exemption Schedule or anything in this Agreement to the

contrary, the total amount of the Exemption authorized by this Agreement commencing on the date hereof, shall not exceed an aggregate of \$2,000,000 for the entire Exemption Term (the "Total Exemption"). Once the Total Exemption has been granted to the Company, the Company shall not be entitled to any further Exemption, even if the Exemption Term has not expired.

5. The Company agrees that whether it is acting as Junction Village ALF Limited Partnership or as Grantham Group LLC, or as Christopher Heightes of Concord at Junction Village, or any other entity that owns or manages the Project, it shall not seek any type of additional direct or indirect financial support of any kind from the Town for this Project. Further, the Total Exemption shall not be increased without approval of both the Select Board and Town Meeting.
- 6.. The Assessor shall remit to the Company annually, by December 31<sup>st</sup>, a statement of the amount of the Exemption for each fiscal year of this TIF Agreement and the amount of Exemption remaining until the Total Exemption is met.
7. The Company is also subject to Personal Property tax, which will be exempted at the same percentages as the Real Estate Exemption.

## **B. THE COMPANY'S OBLIGATIONS**

The Exemption granted to the Company by the Town hereby is in consideration of, and conditioned upon the Company's compliance with the following commitments:

1. Company shall create thirty (30) new permanent full-time jobs over a three (3) year period commencing upon the issuance of a certificate of occupancy for the Project at 6X Winthrop Street in Concord. The Company's job retention and creation plans shall be outlined in the Employment & Job Creation section of the EDIP Local Incentive-Only Application to be submitted to the State in connection with the Company's request for a TIF exemption.
2. Provided the Company receives the necessary and appropriate governmental and regulatory approvals to do so, it shall construct an approximately 54,000 square foot 83-unit, affordable assisted living facility at the Property.
3. The Company plans to invest in the Project approximately \$19,998,525 dollars. The Company expects to complete the Project by April 1, 2022, and in the event of construction delays no later than April 1, 2023.
4. Subject to applicable law, the Company will use reasonable efforts, including, but not limited to, cooperating with the Massachusetts Executive Office of Labor and Workforce Development in order to identify and to hire qualified residents within the region to fill vacancies within the Company for Concord-based jobs as they develop.
5. The Company shall submit an annual report pursuant to General Laws Chapter 23A, Section 3F to

the Massachusetts Economic Assistance Coordinating Council (“EACC”) through the Commonwealth’s on-line portal for each year of the Application designation. The annual report shall include the number of jobs created, and value of the Property capital investments and other related items with respect to the Property annually and on a cumulative basis. The Company shall submit a report as required by General Laws Chapter 40, Section 59(viii) to the Town Clerk and EACC.

6. Subject to the provisions of this Agreement, the Company shall pay all real estate taxes owed to the Town relating to the Property in a timely fashion. The Company shall also pay the real estate taxes as assessed by the Town on any partial construction completion in full and in a timely manner.
7. In the event of any de-certification by the EACC, the Town shall discontinue the Exemption benefits described above, commencing with the fiscal year immediately following the year in which the Company was decertified by EACC and the Company shall pay any taxes due as if no Exemption applied.
8. The Company agrees that the Town has the right to petition the EACC to decertify the Certified Project and to revoke this Agreement if the Town, acting through Select Board, determines that the Company has failed in a material way to meet any particular obligations as set forth in this Agreement, subject to the provisions of this Section B.8 and the further provisions below. Prior to taking any action to request decertification of the Project by the EACC, the Town shall give written notice of the alleged default to the Company and provide them an opportunity to meet with the Town officials to discuss a remedy for the alleged default. The Company shall have thirty (30) days from the receipt of such written notice to respond to the Town regarding any alleged default and one hundred twenty (120) days from the receipt of such written notice to remedy such alleged default.

Prior to filing any such petition for decertification the Select Board shall schedule a hearing and at said hearing, the Select Board shall consider general economic conditions, regional or industry issues affecting the Company directly or indirectly, the Company’s potential ability to meet hiring projections, and any other relevant factors. If the Select Board is satisfied that the Company has made a good faith effort to meet its obligations under this Agreement, the parties will attempt to negotiate a mutually acceptable and reasonable resolution, which may result in amendments to the terms of the Agreement, prior to the Town filing a de-certification petition.

9. In addition to discontinuance of benefits as set forth in Paragraph B.8 above, if the Agreement is decertified because the Company has failed to create and maintain the thirty (30) permanent jobs at the 6X Winthrop Street location during the term of this Agreement, as required in Paragraph B.1 hereof, then pursuant to Massachusetts General Laws Chapter 23A, Section 3F(e), the Town may recapture the value of the real estate taxes not paid due to the Exemptions provided herein. Said recapture shall be made through a special assessment on the Company in the municipal fiscal year that follows the EACC’s decision to revoke project certification. The assessment, payment, and collection of said special assessment shall be governed by procedures provided for the taxation of omitted property pursuant to Massachusetts General Laws Chapter 59, Section 75, notwithstanding the time period set forth in said Chapter 59 for which omitted property assessments may be imposed for each of the fiscal years included in the special assessment.

10. The matters described above as obligations of the Company are only conditions to the eligibility for tax exemptions under this agreement and do not create any enforceable obligations or covenants of the Company. The Town's sole remedies for failure by the Company to satisfy any of its obligations and conditions are the procedures set forth in paragraphs B.8 through B.9 above.

### **C. ADDITIONAL PROVISIONS**

1. Pursuant to the provisions of Chapter 40, Section 59 of the Massachusetts General Laws and applicable regulations, this Agreement shall be binding upon the Company, its successors, assigns, and subsequent owners of the Property, so long as the Project has not been decertified by the EACC. The Company shall not convey, assign or transfer this TIF, or its rights hereunder to any third party without the express and advance written consent of the Town, which consent may not be unreasonably withheld by the Town, provided the proposed assignee provides reasonable assurances to the Town regarding the continuing operation of the Project and compliance with the terms of this Agreement. The transfer of any general or limited partnership interest in the Company, or the admission of any additional general or limited partners shall not be considered an assignment or transfer of this Agreement and shall be permitted as a matter of right.
2. The Town and the Company acknowledge and agree that there is no public construction contemplated by this Agreement and, therefore, no betterment schedule referred to in Massachusetts General Laws Chapter 40, Section 59 is required. This Agreement and the Tax Increment Financing Exemption provided for hereunder shall apply only to the Property. No other building shall be eligible for a Tax Increment Financing Exemption unless specifically approved by Concord Town Meeting.
3. This Agreement is governed by the laws of the Commonwealth of Massachusetts. If any provision of this Agreement shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of this Agreement shall be deemed to be amended to the minimum extent necessary to provide to the Town and the Company substantially the benefits set forth in this Agreement.
4. This agreement is subject to Massachusetts General Laws Chapter 23A, Sections 3A to 3F, Chapter 40, Section 59, and Chapter 59, Section 5, Clause Fifty-first and the applicable regulations thereto.
5. The time within which the Company shall be required to perform any of its obligations under this agreement shall be extended to the extent the performance of such obligation is delayed by a force majeure event such as an act of God, earthquake, fire, act of terrorism, war, labor dispute, delay or restriction by a government body, or any other cause beyond the reasonable control of the Company.

6. All notices permitted or required under the provisions of the Agreement shall be in writing, and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by private express carrier to the addresses listed below or at such other address as may be specified by a party in writing and served upon the other in accordance with this section. Such notices shall be deemed given when delivered or when delivery is refused.

If intended for the Town, addressed to:

Town of Concord  
Office of the Town Manager  
24 Monument Square  
Concord, MA 01742  
Attention: Stephen Crane

with copies concurrently delivered to:

Town of Concord  
Board of Assessors  
24 Court Lane  
Concord, MA 01742

If intended for the Company, addressed to:

Junction Village ALF Limited Partnership  
99 Pleasant Street  
Marlborough, MA 01752

7. The Company agrees to allow the Town to monitor compliance with this Agreement. The Company shall provide to the Town, upon reasonable request, access to such information as the Town may deem necessary to monitor the Company's compliance including, but not limited to, income and expense information.
8. This Agreement shall not be binding and shall not go into effect until fully executed by the parties thereto, and until such time as this Agreement has been approved by the Massachusetts Economic Assistance Coordinating Council.

[SIGNATURE PAGE TO FOLLOW BELOW]

**WITNESSETH** the execution and delivery of this Agreement by the parties hereto as of the date first above written.

**TOWN OF CONCORD SELECT BOARD**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

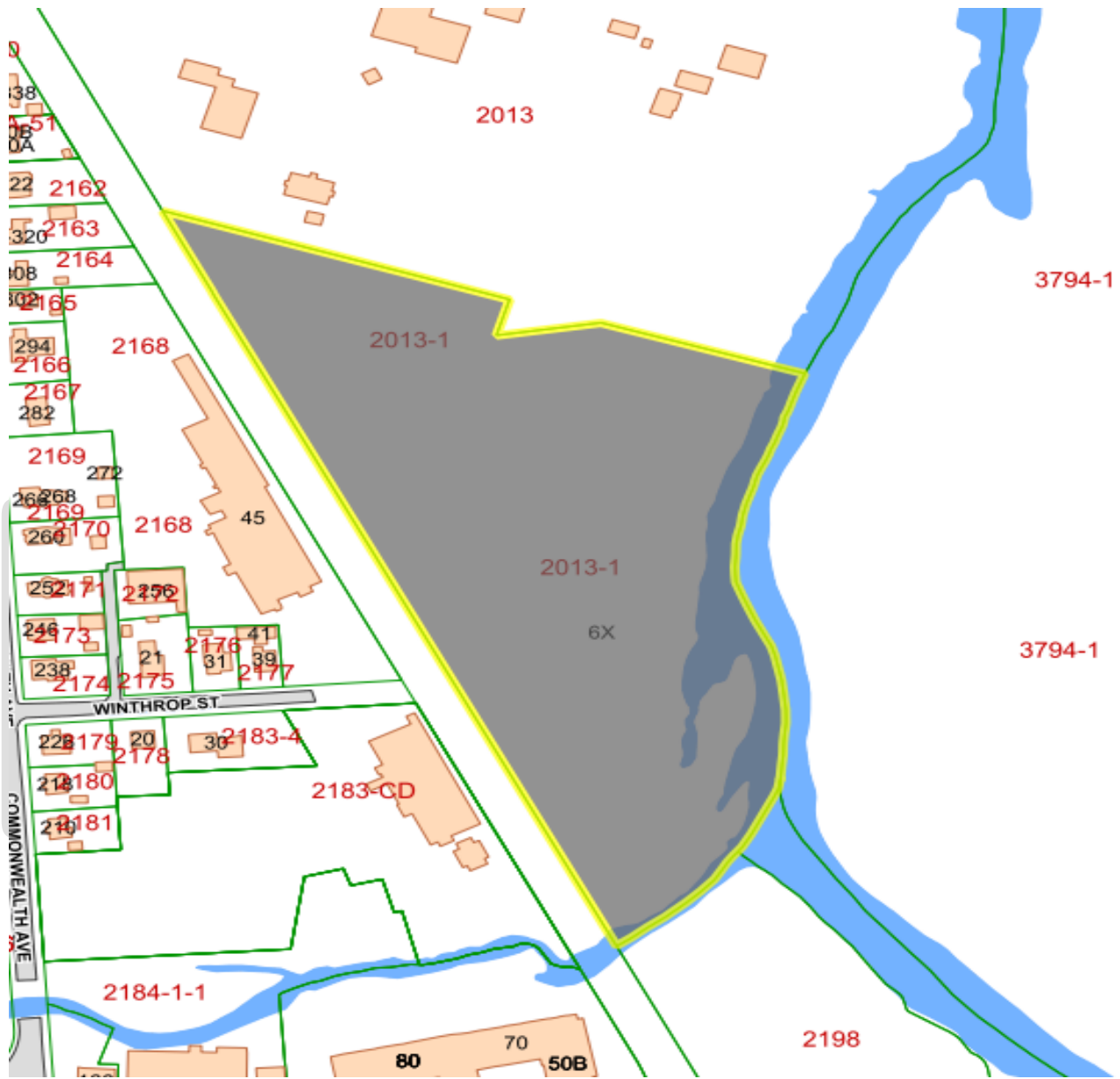
**JUNCTION VILLAGE ALF LIMITED PARTNERSHIP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DRAFT

ATTACHMENT

Property Map



Map 8D Parcel1301-1

**From:** "[dorriekehoe@comcast.net](mailto:dorriekehoe@comcast.net)" <[dorriekehoe@comcast.net](mailto:dorriekehoe@comcast.net)>

**Date:** Tuesday, September 1, 2020 at 3:22 PM

**To:** "Lawson, Michael E" <[mlawson@bu.edu](mailto:mlawson@bu.edu)>, 'Linda Escobedo' <[lescobedo@concordma.gov](mailto:lescobedo@concordma.gov)>, 'Jane Hotchkiss' <[jhotchkiss@concordma.gov](mailto:jhotchkiss@concordma.gov)>, 'Terri Ackerman' <[tackerman@concordma.gov](mailto:tackerman@concordma.gov)>, 'Susan Bates' <[sbates@concordma.gov](mailto:sbates@concordma.gov)>, 'Stephen Crane' <[scrane@concordma.gov](mailto:scrane@concordma.gov)>

**Cc:** "[dorriekehoe@comcast.net](mailto:dorriekehoe@comcast.net)" <[dorriekehoe@comcast.net](mailto:dorriekehoe@comcast.net)>

**Subject:** FW: Concord Select Board Meeting, August 31, 2020

Good afternoon, Members of the Concord Select Board and Concord Town Manager,

In my over fifty years of living in Concord, and attending many Select Board meetings I have never witnessed such a meeting as I did yesterday afternoon. I refer, of course, to the discussion of Article 16, the TIF, for the coming Town Meeting.

First of all, I was stunned to discover that this very complicated and fiscally important article, introduced months ago, at the beginning of this calendar year, by Grantham Group, had not yet been thoroughly studied in depth, and approved by Concord's Town Counsel. At first I thought I mis-heard that statement, but apparently not. I ask each of the members of the Board: would you, in your personal lives, **ever** even consider signing an agreement which was clearly drawn up not by your own lawyer, but your prospective partner's lawyer--- without having it thoroughly and professionally vetted? Disregarding this normal caution goes far beyond carelessness.

Second, in reviewing the documents for the meeting posted on your website, I noted a signed agreement between Walter Ohanian and Stephen Crane, dated August 31, 2020. At first I thought I had made a mistake in reading the date and was further staggered to see that such an agreement had been signed in advance of the Select Board meeting which would take place later in the same day. By what authority was this signed by the Town Manager, even before the Select Board had met in public session and agreed to such an agreement? This was either unbelievably sloppy or deliberately forcing.

Finally, at the beginning of the discussion of this article, the Town Manager remarked that this was an agreement that covered **every** eventuality—and that it would prohibit ANY kind of financial support to Grantham (direct or indirect) above and beyond the actions already taken. I would refer you all to the 2017 Memorandum of Agreement, signed by the then Town Manager, the Chair of the CHDC, and the Grantham representative following TM2017, which states, in Item 11 " The Developer agrees not to request any financial support from the Town other than the Town Funds for ...." and goes on to relate that it referred to funds which had already been approved by the recent Town meeting. When this document was prepared (by lawyers for Grantham? approved by competent Town lawyers?) no one in Concord anticipated that this TIF would be sought. Clearly, it did not dissuade Grantham from asking for its approval at this coming Town Meeting. Since Grantham, before TM 2017, had stated over and over that it was not coming back to the Town for any further financial support after the \$2,000,000 (voted at TM2017) it must have seemed manifest to Town signers that the 2017 MOA would cover all the bases. But, that is apparently not the case, for at the February 24, 2020 Public Hearing on Warrant Articles, when asked by a resident why the Town is again agreeing to provide money for this project after being assured that that would not happen, the Chair of the Concord Select Board responded, "We're not being asked to give money...we're being asked to reduce the assessed tax value.." (*Concord Journal*, 3/5/2020). When the SB Chair at yesterday's meeting, commented that any agreement such as that being proposed at the August 31 SB meeting "could be gotten around," he clearly knew what he was talking about.

August 31 was a low point for Concord. I sincerely hope that we have reached the nadir.

Dorrie Kehoe

**From:** tbartevyan <[tbartevyan@yahoo.com](mailto:tbartevyan@yahoo.com)>

**Date:** Thursday, September 3, 2020 at 8:34 AM

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

**Cc:** Dean Banfield <[dbanfield.fincom@gmail.com](mailto:dbanfield.fincom@gmail.com)>, Kerry Lafleur <[klafleur@concordma.gov](mailto:klafleur@concordma.gov)>, "Carmin Reiss, Town Moderator" <[moderator@concordma.gov](mailto:moderator@concordma.gov)>

**Subject:** New item in TIF proposal re: Article 16 seems to have a loophole; and it needs Teeth.

September 3, 2020

Dear Members of the Select Board:

RE: The new TIF proposal for Grantham, as posted in your packet for today's agenda has an item:

"5. The Company agrees that whether it is acting as Junction Village ALF Limited Partnership or as Grantham Group LLC, or as Christopher Heightes of Concord at Junction Village, or any other entity that owns or manages the Project, it shall not seek any type of additional direct or indirect financial support of any kind from the Town for this Project. Further, the Total Exemption shall not be increased without approval of both the Select Board and Town Meeting." (Any typos are in the original.)

There is a loophole, plus enforcement measures are missing.

**Loophole:** What do you mean the Total Exemption shall not be increased without approval both from the Select Board and Town Meeting? Isn't that the same as asking for more financial support? (Is "type" the operative word?- whatever it is, it needs to be fixed.)

**Enforcement:** This section needs its own teeth. There need to be consequences for any further asks.

Explanation: The Developer has already asked the Town for financial assistance (Article 16 ) even though the 2017 MOA stipulates, in item 11, that they will not be asking for any other financial support from the Town.

The Select Board has treated this ask as legitimate. Instead of pointing out the contradiction, the Chair has spoken in Public Hearings "for the Select Board" and has asked for the Town's support, before a Select Board vote; and the Select Board has allowed for this to happen. Up until recently the Chair and some others even claimed that the ask in Article 16 is not financial assistance.

How do we know there won't be yet another ask, claiming that it is not more "direct or indirect financial assistance," if there are enough individual prominent proponents who bring the matter to Town Meeting?

DO we want to go through this ever again?

**Put some teeth, please, on this item 5, so the asks really do stop, if Article 16 passes.**

**Assign a penalty prohibitive enough to be a true discouragement.**

The Town has stressed and suffered over this Article, which is an ask in contradiction to the 2017 MOA.

Why are the developer and his supporters putting us through this grind during times of COVID-19?

Didn't the project already receive more than they expected from the State in June? (It did.)

Why are they insisting on this further ask?

Early on, I even considered an amendment, flipping 16 over, that would say if the project does not go forward under the current terms, the developer will pay the town damages for the delays.

(Articles have been flipped in that manner before, and it has been considered in scope.)

Tanya B. Gailus

p.s. Please mention this letter during your deliberations today and address these problems. Please consider posting it today as well. I understand if that has to be delayed.

BTW all the email addresses, except mine, are official.

**From:** "[dorriekhoe@comcast.net](mailto:dorriekhoe@comcast.net)" <[dorriekhoe@comcast.net](mailto:dorriekhoe@comcast.net)>

**Date:** September 3, 2020 at 10:33:11 AM EDT

**To:** "Lawson, Michael E" <[mlawson@bu.edu](mailto:mlawson@bu.edu)>, Linda Escobedo <[lescobedo@concordma.gov](mailto:lescobedo@concordma.gov)>, Jane Hotchkiss <[jhotchkiss@concordma.gov](mailto:jhotchkiss@concordma.gov)>, Terri Ackerman <[tackerman@concordma.gov](mailto:tackerman@concordma.gov)>, Susan Bates <[sbates@concordma.gov](mailto:sbates@concordma.gov)>, Stephen Crane <[scrane@concordma.gov](mailto:scrane@concordma.gov)>

**Cc:** "[dorriekhoe@comcast.net](mailto:dorriekhoe@comcast.net)" <[dorriekhoe@comcast.net](mailto:dorriekhoe@comcast.net)>

**Subject:** RE: New item in TIF proposal re: Article 16 seems to have a loophole; and it needs Teeth.

*Good morning, Members of the Concord Select Board and Concord Town Manager,*

*This morning I received the email below from Tanya Gailus, and I call it to your attention. I hope and expect that during your discussion at today's meeting, and before any vote is taken, you will address a major issue which Ms Gailus raises. The public needs to hear your response.*

*This subject reminds me of the remark SB Chair Mike Lawson made at approximately 1:46:15 minutes into the September 31, 2020 SB meeting when he addressed Terri Ackerman and Susan Bates with this remark, "I have never heard of an ironclad document that somebody couldn't weasel their way around." On this, he and I agree---and it is actually for that reason that I chose not to submit an amendment proposing such a caveat. I noted an excellent example of this in a recent email to the Board.*

*Finally, I have deep concern that Concord's Counsel did not pick up on this possibility, and it makes me wonder if having him review and respond to this document with such haste led to this lack. And, what other points may have been missed by not having the agreement vetted at a much earlier point in this seemingly endless subject?*

*Thank you for considering and acting upon my concerns.*

*Dorrie Kehoe*