

**TOWN OF CONCORD
SELECT BOARD
AGENDA
October 26, 2020
4:00PM
VIDEO CONFERENCE CALL**

Join Zoom Meeting

<https://us02web.zoom.us/j/84092395810?pwd=TnMyWmprWHBla21CczdQM0EvWVVFZz09>

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One tap mobile

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1.	Call to Order
2.	Consent Agenda - Minutes to approve: September 13, 2020; September 21, 2020; September 28, 2020; September 28, 2020 Executive Session #1 (not to be released)
3.	Town Manager's Report
4.	Chair's Remarks
5.	Public Hearing: Application by GJC Brothers Inc d/b/a Concord Gas, located at 686 Elm Street, for an off-premise package store liquor license to sell wines and malt beverages only
6.	Public Hearing: Application by Comcast of Massachusetts III, Inc to install new coaxial cable along and across Annursnac Hill Road, College Road and Strawberry Hill Road
7.	PACE Resolution
8.	Discussion of the Open Meeting Law Complaint dated October 8, 2020 regarding the Transportation Advisory Committee – Town Counsel, Mina Makarious
9.	Committee Nominations: Dan Schmid of 44 Baker Farm Road to the Agricultural Committee for a term to expire on April 30, 2023.
10.	Committee Reappointments: Steven Verrill of 415 Wheeler Road to the Agricultural Committee for a term to expire on April 30, 2023
11.	Committee Liaison Reports
12.	Miscellaneous Correspondence
13.	Public Comments
14.	Adjourn

**TOWN OF CONCORD
SELECT BOARD
MINUTES
SEPTEMBER 13, 2020
12:30PM
DOUG WHITE FIELD**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting on September 13, 2020 at 12:30pm at Doug White Field. Present were Michael Lawson, Chair; Linda Escobedo, Clerk; Susan Bates, Terri Ackerman, and Jane Hotchkiss.

Call to Order

Mr. Lawson called the meeting to order 12:31pm.

Position on Amendment to Article 11

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to recommend affirmative action on the proposed amendment to Article 11.

Roll call vote

Ms. Ackerman: Aye

Ms. Hotchkiss: Aye

Ms. Escobedo: Aye

Ms. Bates: Aye

Mr. Lawson: Aye

Position on Amendment to Article 16

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to recommend no action on the proposed amendment to Article 16.

Roll call vote

Ms. Ackerman: Aye

Ms. Hotchkiss: Aye

Ms. Escobedo: Aye

Ms. Bates: Aye

Mr. Lawson: Aye

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to adjourn

Roll call vote

Ms. Ackerman: Aye

Ms. Hotchkiss: Aye

Ms. Escobedo: Aye

Ms. Bates: Aye

Mr. Lawson: Aye

**TOWN OF CONCORD
SELECT BOARD
MINUTES
SEPTEMBER 21, 2020
4:00PM
VIDEO CONFERENCE CALL**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting via video conference call on September 21, 2020 at 4:00pm.

Present were Linda Escobedo, Chair; Susan Bates, Clerk; Terri Ackerman, Jane Hotchkiss, and Matthew Johnson. Also present were Stephen Crane, Town Manager; and Town Moderator, Carmin Reiss.

Call to Order

Ms. Escobedo called the meeting to order at 4:00pm.

Roll call vote

Ms. Ackerman: Here

Ms. Hotchkiss: Here

Ms. Escobedo: Here

Ms. Bates: Here

Mr. Johnson: Here

Elect Select Board Chair and Clerk for FY'21

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to elect Susan Bates as the Clerk of the Select Board, effective through the close of the 2021 Annual Town Meeting.

Roll call vote

Ms. Ackerman: Aye

Ms. Hotchkiss: Aye

Ms. Escobedo: Aye

Ms. Bates: Aye

Mr. Johnson: Aye

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to elect Linda Escobedo as the Chair of the Select Board, effective through the close of the 2021 Annual Town Meeting.

Roll call vote

Ms. Ackerman: Aye

Ms. Hotchkiss: Aye

Ms. Escobedo: Aye

**TOWN OF CONCORD
SELECT BOARD
MINUTES
SEPTEMBER 21, 2020
4:00PM
VIDEO CONFERENCE CALL**

Ms. Bates: Aye
Mr. Johnson: Aye

Consent Agenda

- Minutes to approve: August 27, 2020; September 3, 2020
- Town Accountant Warrants
- Proclamation: Climate Preparedness Week, September 23-30

Upon a motion duly made and seconded, it was UNANIMOUSLY
VOTED: to approve the consent agenda.

Roll call vote

Ms. Ackerman: Aye
Ms. Hotchkiss: Aye
Ms. Escobedo: Aye
Ms. Bates: Aye
Mr. Johnson: Aye

Town Manager's Report

Town Manager Stephen Crane congratulated the new officers of the Select Board.

Notices for the data breach that occurred in October 2019 went out by mail to about 2,800 individuals including employees, former employees, and retirees whose data may have been impacted. A third-party vendor is assisting the Town with communication given the number of individuals being contacted. Mr. Crane noted that there is information in the letter with recommended steps than can be taken.

The federal government allocated approximately \$1.6 million for Concord in the CARES Act. The Town is also eligible for FEMA reimbursement. Mr. Crane stated that the Town is tracking costs internally, and continues to look at costs not budgeted that are necessary to continue managing the pandemic.

There is a group of citizens holding an event at the rotary on a weekly basis. The rotary is owned and governed by the state, and the event received a permit from the State Police. Concord Police are only requested to provide support if asked by the state. Mr. Crane noted that the event is a protected 1st Amendment activity.

**TOWN OF CONCORD
SELECT BOARD
MINUTES
SEPTEMBER 21, 2020
4:00PM
VIDEO CONFERENCE CALL**

The Buckthorn Pull is planned for October 2nd at the Gerow parcel. Buckthorn is an invasive weed present in Concord, so the Town is organizing a voluntary event for people to come and pull this weed in shifts. Shifts are from 9:00am-11:30am, and 11:30am-2:30pm. Lunch will be provided by the Town. Social distancing and masks are required.

There is a recycling event at Public Works 8:00am-10:00am on Saturday for businesses and 10am-12noon for residents. Residents should pre-register online to schedule a drop off at concordma.gov/recycling. Registration is required to allow for contact tracing.

Micro enterprise grants of up to \$10,000 for businesses with five or fewer employees are available, and can be found on the Town website or on the tourism website, visitconcord.com. No one has applied from Concord yet. There have been 60 applications from 30 communities so far. The deadline is September 25.

Chair's Remarks

Ms. Escobedo thanked the Town Moderator, Town Manager, and Town Staff, and Citizens for ensuring that Town Meeting was a safe and successful event.

Committee members with terms set to expire in 2020 will expire at the end of September. Ms. Escobedo asked liaisons to stay on top of committee vacancies.

The Select Board will be taking care of administrative issues in the next several meetings to set up the structure for this shortened fiscal year. Upcoming items will include establishing a board meeting schedule for the year, finalizing the Town calendar, and setting Select Board and Town goals. Ms. Escobedo asked the other board members to review the Envision Concord 2030 long-range plan when considering the Select Board goals for this year.

Library Reopening Discussion – Kerry Cronin, Library Director

Library Director Kerry Cronin attended in order to present the Library reopening plan to the board. Ms. Cronin's full presentation and patron guidelines for the Library can be found in the [meeting materials](#).

Key points of the presentation included:

- After closing the Library on March 13, the Library started programing regularly over Zoom to keep engagement with community

**TOWN OF CONCORD
SELECT BOARD
MINUTES
SEPTEMBER 21, 2020
4:00PM
VIDEO CONFERENCE CALL**

- Were able to bring popular programming to a virtual format
- 179 items taken out a day on average
- State guidance on stage three, including information on the reopening of libraries, began on September 21st
- There will be a soft launch, where both locations will be open to the community in 45-minute slots from Monday through Friday from 10am-6pm. 10am-11am will be open just for seniors and other individuals at high-risk of complications from COVID-19.
- Residents can call ahead for curbside pickup
- Fowler will close from 1pm-2pm each day for cleaning.
- Only 15 people at a time will be allowed at the main branch, 8 at Fowler
- Visitors will be asked to use hand sanitizer and review a posted health self-evaluation upon entry.

Mr. Crane and the Select Board members commended Library staff for their dedication and efforts in this process.

**Extension of Regional Housing Services Office IMA Agreement – Elizabeth Rust, RHSO
Executive Director**

Regional Housing Services Office Executive Director Elizabeth Rust attended to explain the IMA Agreement extension posed to the Select Board. The IMA is a three-year agreement, covering the communities of Acton, Bedford, Concord, Lexington, Lincoln, Maynard, Sudbury, Wayland, and Weston. The fee paid by each municipality covers staffing, administrative costs, accounting, office support, mail, technology support, and more. The full agreement is available in the [meeting materials](#).

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to authorize the Town Manager to sign the Regional Housing Services Office IMA Agreement as included in the September 21, 2020 meeting materials. The agreement shall commence on October 1, 2020, and shall expire on June 30, 2023.

Roll call vote

Ms. Ackerman: Aye

Ms. Hotchkiss: Aye

Ms. Escobedo: Aye

Ms. Bates: Aye

Mr. Johnson: Aye

**TOWN OF CONCORD
SELECT BOARD
MINUTES
SEPTEMBER 21, 2020
4:00PM
VIDEO CONFERENCE CALL**

Annual Town Meeting Preliminary Recap – Carmin Reiss, Town Moderator

Town Moderator Carmin Reiss thanked Town staff and residents for making Town Meeting a successful event.

Town Meeting was completed in 3 hours and 1 minute. 52 articles in total were moved, with 24 on the consent agenda. Between 375-400 voters attended according to Ms. Reiss' estimate. The feedback received so far from residents is that the event went smoothly, and people felt informed on the articles despite not having presentations at the meeting. Ms. Reiss is encouraging feedback from anyone with opinions on what worked well and what did not work well. Ms. Reiss stated that the 2021 Town Meeting should take place before June 30th, 2021.

Ms. Ackerman commented that the feedback she has heard is that people enjoyed having the meeting outside, the one-minute time limit for comments was well received, and residents appreciated completing the meeting in one day.

Identify Select Board follow-up on Town Meeting Actions

Article 13: General Bylaw Amendment – Vote to Adopt Municipal Affordable Housing Trust Bylaws was voted in the affirmative at Town Meeting. The Select Board will need to seat the new Affordable Housing Trust committee, and that committee will need to conduct legal filings according to the warrant article that passed.

Article 14: Appropriate Funds for Affordable Housing Development was voted in the affirmative at Town Meeting. The Select Board will need to work with the Town Manager to determine if the funds allocated through this article will be used to support the Concord Housing Trust.

Article 50: Authorize Special Legislation – Additional Liquor Licenses was voted in the affirmative at Town Meeting. The Select Board will need to file a home rule petition in accordance with the language of this article.

Article 15: Authorize Special Legislation – Senior Means-Tested Property Tax Exemption was voted in the affirmative at Town Meeting. The Select Board will need to file a home rule petition in accordance with the language of this article.

Article 16: Approval of Tax Increment Financing Agreement was voted in the affirmative at Town Meeting. The developer will file an EDIC application with state, and will work with the Concord Housing Development Corporation on follow-up steps.

**TOWN OF CONCORD
SELECT BOARD
MINUTES
SEPTEMBER 21, 2020
4:00PM
VIDEO CONFERENCE CALL**

There are boards and committee that will have vacancies starting on October 1. Select Board liaisons will work with board and committee chairs to identify vacancies, and work with the Town Manager's Office to identify interested candidates in the green card database.

FY'21 Town Meeting Calendar

Ms. Escobedo stated that the Town must establish a month and a tentative day for 2021 Town Meeting in order for boards, committees, and departments to adequately prepare for this shortened fiscal year.

Town Moderator Carmin Reiss agreed with Ms. Escobedo that COVID-related protocols will be required for 2021 Town Meeting, which the Town is looking to conduct before June 30th, 2021 so that the votes can be certified within the fiscal year. Ms. Reiss believes the Town should schedule Town Meeting between late May to the end of June. The Town must also consider the Schools schedule if the meeting will be at Doug White Field behind CCHS.

The Select Board, Moderator, and Town Manager agreed that the Select Board should set a date for Town Meeting, and then work backwards to plan all of the administrative and preparatory tasks necessary to conduct the meeting. Ms. Escobedo, Ms. Reiss, and Mr. Crane will meet and coordinate with School Superintendent Laurie Hunter before the September 28th Select Board meeting to come up with a date for Town Meeting.

FY'21 Select Board Meeting Schedule

The Select Board will continue to meet every Monday at 4:00pm via Zoom.

FY'21 Committee Liaison Assignments

Ms. Escobedo prepared another draft of the committee liaison assignments with considerations to the preferences and schedules of the rest of the board members.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to approve the FY'21 Select Board committee liaison assignments as drafted in the September 21, 2020 meeting materials.

Roll call vote

Ms. Ackerman: Aye

Ms. Hotchkiss: Aye

Ms. Escobedo: Aye

**TOWN OF CONCORD
SELECT BOARD
MINUTES
SEPTEMBER 21, 2020
4:00PM
VIDEO CONFERENCE CALL**

Ms. Bates: Aye
Mr. Johnson: Aye

Review of FY20 Select Board Goals

The Board discussed FY20 goals, noting those that have been completed and began discussion of goals that should be continued and added for FY21. The discussion will continue at the next meeting. Ms. Escobedo reminded the Board to review the Long Range Plan and keep the goals of the plan in mind when contemplating FY21 goals.

Committee Nominations:

Linda Miller of 300 Main Street to the Planning Board for a term to expire on April 30, 2025.
Elisabeth Elden of 347 Old Bedford Road to the Hugh Cargill Trust Committee for a term to expire on April 30, 2023.

Committee Appointments

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to appoint Laura Klein of 15 Rollingwood Lane to the Library Committee to serve the remainder of a term set to expire on April 30, 2021. Kathleen Reidy of 125 Paul Revere Road to the Library Committee for a term to expire on April 30, 2023.

Roll call vote

Ms. Ackerman: Aye
Ms. Hotchkiss: Aye
Ms. Escobedo: Aye
Ms. Bates: Aye
Mr. Johnson: Aye

Committee Liaison Reports

Ms. Hotchkiss attended the Climate Action Advisory Board, where they elected Jake Swanson as their new chair. Ms. Hotchkiss noted that CAAB continues to make progress on the Town's sustainability goals. The Natural Resources Commission continues to see appeals to the no-build zone from various groups and town residents. The NRC is also looking for a new member.

Ms. Ackerman attended the Public Works Commission, where they introduced their new Sewer & Water Superintendent, John Rogers. The PWC also announced that pizza boxes are now

**TOWN OF CONCORD
SELECT BOARD
MINUTES
SEPTEMBER 21, 2020
4:00PM
VIDEO CONFERENCE CALL**

recyclable. The Commission on Disabilities has developed placards to remind residents not to park in handicap spaces. Ms. Ackerman attended one of the Library Committee listening sessions on parking, where 34 participants attended, and 7 different designs were heard. The West Concord Junction Cultural District Committee is working with artists to develop murals to be displayed in public spaces around town. The first mural is now up on the side of Reasons to be Cheerful.

Mr. Johnson attended the Community Preservation Committee, where there was a presentation on the Emerson flagpole refurbishment, highlighting the need for bidders on that project. The CPC also heard a presentation on the Wright Tavern refurbishment. The Town projects heard included funds for Warner Pond dredging, White Pond beachfront improvements, a 7-acre conservation restriction at the Ralph Waldo Emerson parcel, \$35,000 for replacing a bridge at Chamberlain Park, assessing the Wheeler Harrington House, \$25,000 for Phase 2C of the Bruce Freeman Rail Trail, \$40,000 for CPC technical support, \$25,000 for the Regional Housing Services Office, and \$30,000 towards the Town's Housing Production Plan.

Ms. Bates attended the Historical Commission, where they are looking to revise the Demolition Delay Bylaw. The Economic Vitality Committee received an update from Tourism Director Beth Williams and DPLM Director Marcia Rasmussen on the small business grants. The deadline for these grants is September 25. There is also funding left in the Community Chest for small businesses: There is an upcoming movie night with a location and date to be determined.

Ms. Escobedo attended the Chair's Breakfast. The HATS group met, where it was noted that the state is expecting a \$5,000,000,000 deficit according to conservative estimates, which would equate to a 16% drop in the state budget, as opposed to a 2.9% increase that was planned before the pandemic. The state does have \$3,500,000,000 in cash reserves. Local aid will be level funded. The current state budget is set until the end of October.

Miscellaneous Correspondence

Correspondence received by the Select Board is included in the [meeting materials](#).

Ms. Hotchkiss spoke on behalf of Peter Nobile, a representative of First Parish Church, asking if the Town could make a statement condemning hate speech. Mr. Nobile referenced protests that have been taking place at the rotary outside of the church.

Public Comments

There were no public comments.

**TOWN OF CONCORD
SELECT BOARD
MINUTES
SEPTEMBER 21, 2020
4:00PM
VIDEO CONFERENCE CALL**

Adjourn

Upon a motion duly made and seconded, it was UNANIMOUSLY
VOTED: to adjourn.

Roll call vote

Ms. Ackerman: Aye

Ms. Hotchkiss: Aye

Ms. Escobedo: Aye

Ms. Bates: Aye

Mr. Johnson: Aye

Minuteman Media Network Coverage: <https://www.youtube.com/watch?v=dsENy1A48kY>

Meeting Documents:

<https://concordma.gov/DocumentCenter/View/26293/September-21-SB-Packet>

**TOWN OF CONCORD
SELECT BOARD
MINUTES
SEPTEMBER 28, 2020
4:00PM
VIDEO CONFERENCE CALL**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting via video conference call on September 28, 2020 at 4:00pm.

Present were Linda Escobedo, Chair; Susan Bates, Clerk; Terri Ackerman, Jane Hotchkiss, and Matthew Johnson. Also present were Stephen Crane, Town Manager; and Town Moderator, Carmin Reiss.

Call to Order

Select Board Chair Linda Escobedo called the meeting to order at 4:00pm

Roll call vote

Ms. Escobedo: Here

Ms. Ackerman: Here

Ms. Bates: Here

Ms. Hotchkiss: Here

Mr. Johnson: Here

Consent Agenda

Minutes to approve: August 10, 2020

Upon a motion duly made and seconded, it was UNANIMOUSLY
VOTED: to approve the consent agenda.

Roll call vote

Ms. Escobedo: Aye

Ms. Ackerman: Aye

Ms. Bates: Aye

Ms. Hotchkiss: Aye

Mr. Johnson: Aye

Town Manager's Report

Town Manager Stephen Crane reported that there is a drive-in movie at Verrill Farm on Friday at 7pm. The Rotary Club and the Umbrella are sponsors for the event. The event is now sold out. Attendees will be required to stay in their vehicles in accordance with the socially distanced layout.

**TOWN OF CONCORD
SELECT BOARD
MINUTES
SEPTEMBER 28, 2020
4:00PM
VIDEO CONFERENCE CALL**

Natural Resources Director Delia Kaye has been honored with the 2020 Distinguished Public Service award from the Sudbury Valley Trustees.

Renovations on first floor of the Town House will be taking place after the Presidential Election. Some departments have started to move over to a Town building at 37 Knox Trail. The Town Manager's Office will be moving there in the coming weeks. Mr. Crane credited the Facilities Division for facilitating the moving process.

Mr. Crane reported that protests at the rotary were a little tense, but the Police Department and attendees did a good job of deescalating the situation. Mr. Crane noted that the protest that took place was a protected First Amendment right.

Ms. Ackerman asked for an update on the Town House renovation project in terms of the scope and timeline. Mr. Crane responded that it is being funded by a previous Town Meeting appropriation. The first floor renovation is needed to create separation between patrons and Town staff for financial transactions, and COVID has made it a more pronounced need. The work will begin in December, and is expected to take six months.

Chair's Remarks

Ms. Escobedo reported that downtown businesses held a sidewalk sale the previous weekend, and there appeared to be strong attendance from the community.

The Visitor Center is going to be doing family tours of town cemeteries.

The Select Board will be reviewing administrative and structural actions over the next several meetings, including: Select Board goals, the Town calendar for the upcoming year, and finalizing the calendar for Select Board meetings.

The Select Board will meet next on Tuesday, October 13th at 4:00pm to accommodate the Columbus Day holiday.

September 24 NMI/2229 Main Street Site Visit

The Select Board visited the site on September 24th. The site visit was led by Bruce Thompson of Maximus, who has led the remediation, design, and planning for the project. Ms. Escobedo noted that the Select Board will have more to report on this project in the months to come.

Mr. Johnson commented that it was a valuable visit, and gave a first hand sense of what the assets of the site are.

**TOWN OF CONCORD
SELECT BOARD
MINUTES
SEPTEMBER 28, 2020
4:00PM
VIDEO CONFERENCE CALL**

2021 Annual Town Meeting Calendar

Ms. Escobedo held a meeting with the Town Manager, Superintendent, Deputy Town Manager, School Finance Director, the Administrative Manager in the Town Manager's Office, and the Facilities Director to set a timeline for the 2021 Annual Town Meeting.

The Town Meeting will be held outside in order to comply with COVID-precautions. There was also consideration that the Town does not want to get in a situation where 1/12th budgets will be required, which would mean the meeting must take place before June 30th. The Finance Committee will be providing feedback on the draft calendar..

The current draft calendar suggests Town Meeting will take place on June 6, 2021, the day after the high school graduation. The site would already be set up with chairs and appropriate spacing, which may well suit Town Meeting.

If the Town Meeting is in June, the preview meeting would occur in January, the Warrant would open in February and close in March, and be mailed in late March. The public hearings would take place in April. The FinCom report would be mailed in May.

Mr. Johnson raised the point that parents of CCHS seniors would likely not be able to attend Town Meeting. Mr. Johnson questioned how much money would be saved by combining the set ups for Town Meeting and graduation.

Ms. Hotchkiss agreed with Mr. Johnson's concern about families who are involved with the schools not being able to attend Town Meeting if it is held on graduation weekend.

Ms. Escobedo stated that early June provides the opportunity for a subsequent rain date before the June 30th deadline to have the budget approved. Ms. Escobedo finished the discussion by noting she will get feedback from the Finance Committee, and by the next meeting we hope to finalize a date for Town Meeting.

FY21 Select Board Goals – Continued Discussion and Town Manager's and Department FY21 Goals: Initial Discussion

Ms. Escobedo drafted Select Board goals for FY21. Ms. Escobedo will incorporate feedback from Select Board members and prepare an updated document for discussion next week. She requested high level goals from Town departments. The draft discussed at the meeting was included in the meeting materials:

<https://concordma.gov/DocumentCenter/View/26361/September-28-SB-Packet>

**TOWN OF CONCORD
SELECT BOARD
MINUTES
SEPTEMBER 28, 2020
4:00PM
VIDEO CONFERENCE CALL**

Committee Nominations:

Arthur Rogers of 30 Elsinore Street to the Cultural Council for a term to expire April 30, 2023.
Alan Koder of 19 Edgewood Road to the West Concord Advisory Committee for a term to expire on April 30, 2023.

Committee Appointments:

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to appoint Linda Miller of 300 Main Street to the Planning Board for a term to expire on April 30, 2025. Elisabeth Elden of 347 Old Bedford Road to the Hugh Cargill Trust Committee for a term to expire on April 30, 2023. Warren Leon of 613 Annursnac Hill Road, John Bolduc of 58 Stow Street, and Ruthy Bennett of 114 Deer Grass Lane to be reappointed to the Climate Action Advisory Board for terms to expire on April 30, 2023.

Roll call vote

Ms. Escobedo: Aye
Ms. Ackerman: Aye
Ms. Bates: Aye
Ms. Hotchkiss: Aye
Mr. Johnson: Aye

Town Manager Appointments with Select Board Approval:

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to appoint Sarah Grimwood of 520 Lexington Road to the Natural Resources Commission for a term to expire on April 30, 2023. Julie Kleyn of 121 Alcott Road and Douglas Sharpe of 401 Silver Hill Road to be reappointed to the Comprehensive Sustainable Energy Committee for terms to expire on April 30, 2023. Hany Teylouni of 55 Crest Street to the Comprehensive Sustainable Energy Committee for a term to expire on April 30, 2023.

Roll call vote

Ms. Escobedo
Ms. Ackerman
Ms. Bates
Ms. Hotchkiss

**TOWN OF CONCORD
SELECT BOARD
MINUTES
SEPTEMBER 28, 2020
4:00PM
VIDEO CONFERENCE CALL**

Mr. Johnson

Committee Liaison Reports

Ms. Escobedo postponed liaison reports to the next Select Board meeting.

Miscellaneous Correspondence

There was no correspondence to report.

Public Comments

Tanya Gailus of 62 Prescott Road asked if the Transportation Advisory Committee was a Town Manager appointed committee or a committee designed simply to advise the Town Manager on an issue. Ms. Gailus stated that the practical implication is that if it is only to advise the Town Manager, then it becomes a Town Manager committee for his responsibility only. If it is a public committee, it needs to follow Open Meeting Law.

Mary Hartman of the Finance Committee commented that the process for issuing a budget guideline would be easier if Town Meeting was held later.

Adjourn to Executive Session, to return to open session, to discuss ongoing litigation regarding Estabrook Road, and to discuss strategy with respect to collective bargaining for union personnel of the Patrol Union. Doing so in Open Session may have a detrimental effect on the Town's litigation and collective bargaining strategy.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to adjourn to Executive Session, not to return to open session, to discuss ongoing litigation regarding Estabrook Road. Doing so in Open Session may have a detrimental effect on the Town's litigation strategy.

Roll call vote

Ms. Escobedo: Aye

Ms. Ackerman: Aye

Ms. Bates: Aye

Ms. Hotchkiss: Aye

Mr. Johnson: Aye

Upon a motion duly made and seconded, it was UNANIMOUSLY

**TOWN OF CONCORD
SELECT BOARD
MINUTES
SEPTEMBER 28, 2020
4:00PM
VIDEO CONFERENCE CALL**

VOTED: to adjourn to Executive Session, to return to open session, to discuss strategy with respect to collective bargaining for union personnel of the Patrol Union. Doing so in Open Session may have a detrimental effect on the Town's collective bargaining strategy.

Roll call vote

Ms. Escobedo: Aye
Ms. Ackerman: Aye
Ms. Bates: Aye
Ms. Hotchkiss: Aye
Mr. Johnson: Aye

The Board returned to open session to respond that no announcement or vote would be needed following the executive session.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to adjourn.

Roll call vote

Ms. Escobedo: Aye
Ms. Ackerman: Aye
Ms. Bates: Aye
Ms. Hotchkiss: Aye
Mr. Johnson: Aye

Meeting Materials: <https://concordma.gov/DocumentCenter/View/26361/September-28-SB-Packet>

Minuteman Media Network Coverage: <https://www.youtube.com/watch?v=ptOwrjUpjB8>

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JAMES M. DONOVAN

PAMELA J. BROWN, FAICP

ERIC R. PRICHARD

BRITNEY M. MARTIN

* ALSO ADMITTED IN NEW HAMPSHIRE

September 5, 2020

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

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

Dear Mr. Lawson and members of the Board:

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

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

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

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

Very truly yours,



Pamela J. Brown



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

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

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

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

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

2. BUSINESS ENTITY INFORMATION

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

Entity Name FEIN

DBA Manager of Record

Street Address

Phone Email

Alternative Phone Website

3. DESCRIPTION OF PREMISES

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

Total Square Footage:	<input type="text" value="2,884"/>	Number of Entrances:	<input type="text" value="2"/>	Seating Capacity:	<input type="text" value="0"/>
Number of Floors:	<input type="text" value="1"/>	Number of Exits:	<input type="text" value="4"/>	Occupancy Number:	<input type="text" value="12"/>

4. APPLICATION CONTACT

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

Name: Phone:

Title: Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

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

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Charlie Audi	18 Porter Street, Westwood, MA 02090	[REDACTED]	2/2/62

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Additional pages attached? Yes No

CRIMINAL HISTORY

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

MANAGEMENT AGREEMENT

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

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name 686 Elm Street LLC

Landlord Phone 617-365-4184

Landlord Email salwacharled789@aol.com

Landlord Address 143 Sudbury Road, Concord, MA 01742

Lease Beginning Date 1/1/2020

Rent per Month \$11,000

Lease Ending Date 12/31/2030

Rent per Year \$132,000

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

Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

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

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

SOURCE OF CASH CONTRIBUTION

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

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

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

Conventional (re-finance) loan from TD Bank

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

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

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

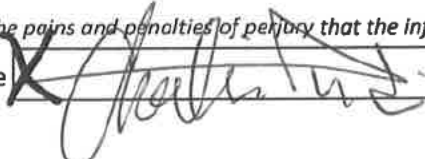
Start Date	End Date	Position	Employer	Supervisor Name
7/31/2003	Current	President	GJC Brothers Inc	(self)

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature  Date

APPLICANT'S STATEMENT

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

of
Name of the Entity/Corporation

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

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

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

Signature:

Date:

Title:

ADDITIONAL INFORMATION

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

PLEASE REFER TO THE FOLLOWING ADDITIONAL INFORMATION:

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

D

The Commonwealth of Massachusetts

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

ARTICLES OF ORGANIZATION (General Laws, Chapter 156B)

ARTICLE I

The exact name of the corporation is:

GJC Brothers, Inc.

ARTICLE II

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

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


Examiner


Name
Approved

- C
- P
- M
- R.A.

9

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

P.C.

ARTICLE III

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

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

ARTICLE IV

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

ARTICLE V

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

See Attachment B

ARTICLE VI

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

See Attachment C

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

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

Attachment A

Continuation of Response to Item 2.
Articles of Organization

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

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

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

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

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

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

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

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

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

Attachment A (Continued)

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

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

Attachment B

Response to Item 5.
Articles of Organization

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

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

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

Attachment C

Response to Item 6.
Articles of Organization

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

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

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

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

Attachment C' (Continued)

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

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

849605

1247

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

(General Laws, Chapter 156B)

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

Effective date: _____



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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

ARTICLE VII

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

ARTICLE VIII

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

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

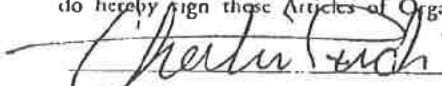
	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Charlie Audi	18 Porter St., Westwood, MA	02090
Treasurer:	Charlie Audi	"	"
Clerk:	Charlie Audi	"	"
Directors:	Charlie Audi	"	"

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

ARTICLE IX

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

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



 Charlie Audi

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

CORPORATE VOTE

The Board of Directors or LLC Managers of
Entity Name
duly voted to apply to the Licensing Authority of
City/Town and the
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."


A true copy attest,


Corporate Officer /LLC Manager Signature

Charlie Audi
(Print Name)

For Corporations ONLY

A true copy attest,


Corporation Clerk's Signature

Charlie Audi
(Print Name)



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

tdbank.com

August 25, 2020

Charlie Audi
686 Elm Street
Concord, MA 01742

RE: 686 Elm St., Concord, MA

Dear Mr. Audi:

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

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

Sincerely,

Anthony Rakic
Vice President
TD Bank N.A.



LEASE
686 Elm Street, Concord

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

to the Lessor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. OPTION TO RENEW.

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

of the commencement of the Extended Term

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

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

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

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

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

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

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

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

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

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

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

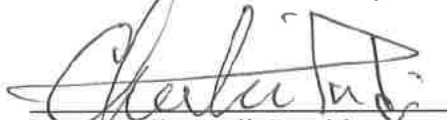
36. SECURITY DEPOSIT. The Lessor acknowledges that Lessee has paid no security deposit.

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

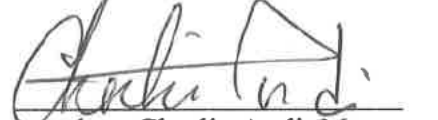
or usurped power, sabotage, governmental regulations or controls, fire or other casualty, or through acts of God ("Force Majeure").

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

LESSEE: GJC Brothers, Inc.


by: Charlie Audi, President

LESSOR: 686 Elm Street LLC


by: Charlie Audi, Manager

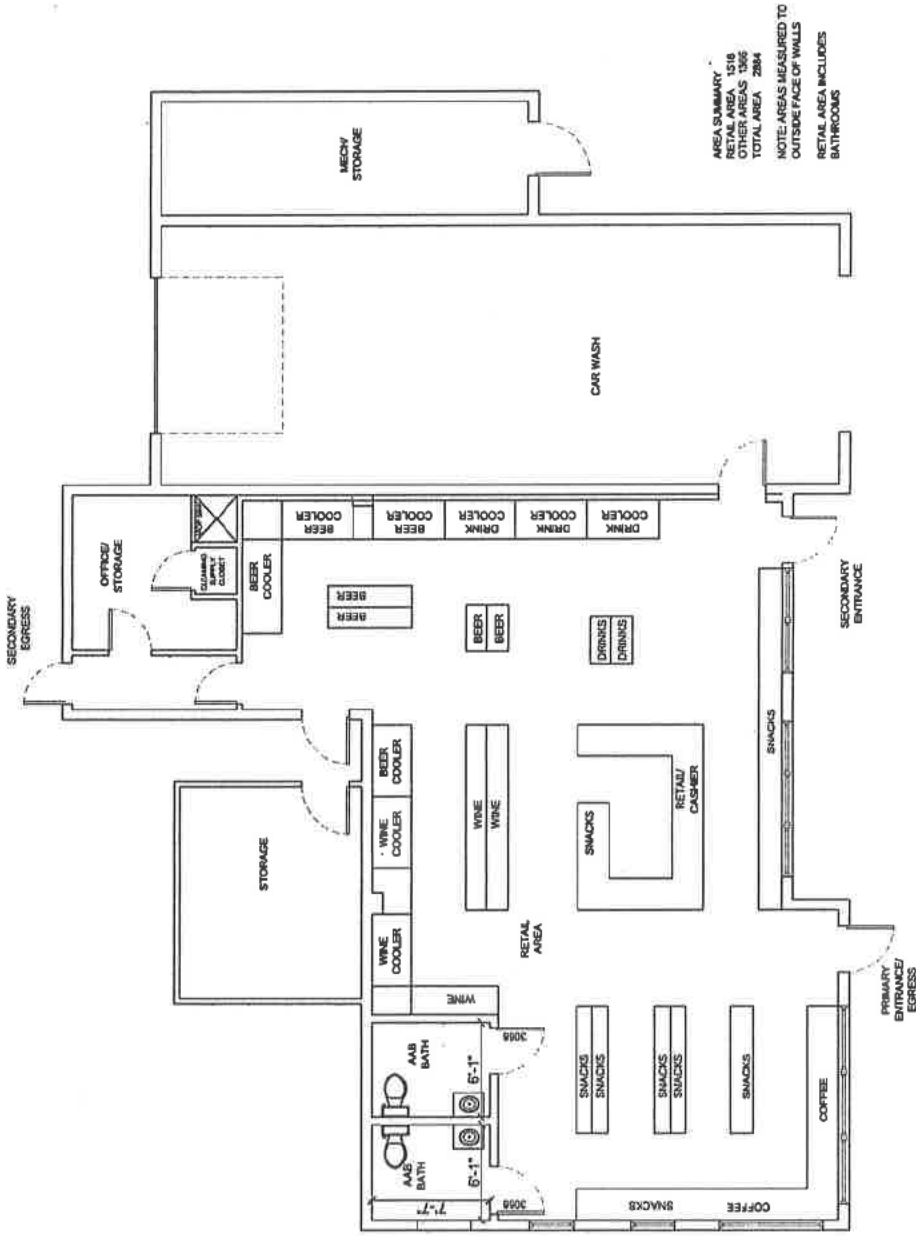
These drawings are not to be construed as a contract. The contract documents, including the contract agreement, conditions of contract, and specifications, shall govern. No part of these drawings shall be used for any other project without the written consent of Mahoney Architects. No part of these drawings shall be used for any other project without the written consent of Mahoney Architects.

© 2011 Mahoney Architects

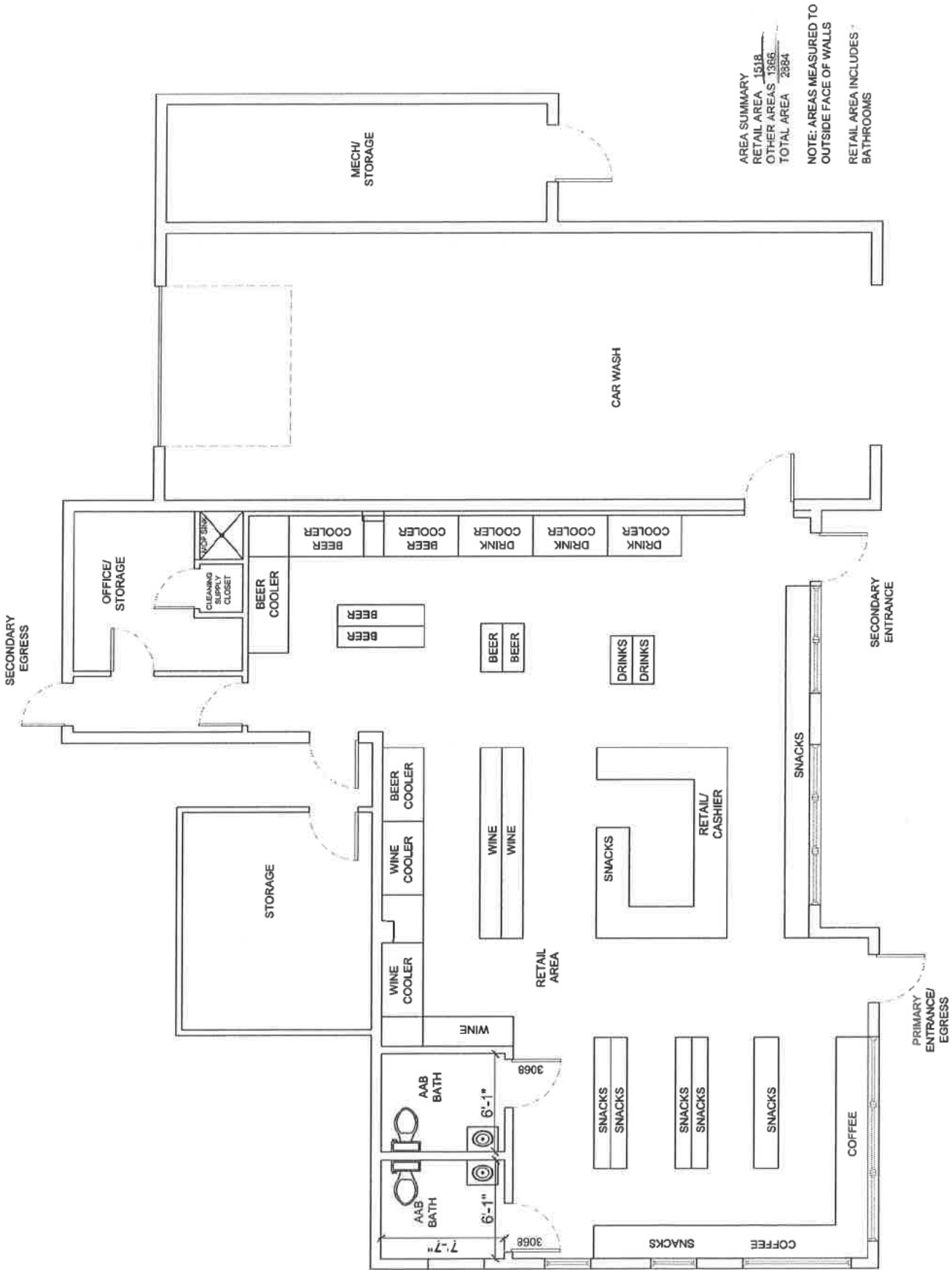
Addition and Renovation to
 Concord Gas Phase II
 686 Elm Street
 Concord, MA

REVISIONS

A-2



1 PROPOSED FLOOR PLAN OPTION A
 1/8"=1'-0"



AREA SUMMARY
 RETAIL AREA 1518
 OTHER AREAS 1366
 TOTAL AREA 2884

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

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



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE # f9f5f0ba-fc9b-4d7d-b1b2-208e58c6666f

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

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

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

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

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

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

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

Total Convenience Fee: \$4.70

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

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
GJC Brothers Inc.

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Pamela Brown

Last Name:
Brown & Brown PC

Address:
110 Great Road

City:
Bedford

State:
MA

Zip Code:
01730

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

CONCORD POLICE DEPARTMENT

MEMORANDUM

TO: Select Board

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

DATE: October 16, 2020

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

Select Board:

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

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

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

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

Respectfully,

A handwritten signature in blue ink, appearing to read "Joseph F. O'Connor", written in a cursive style.

Joseph F. O'Connor
Chief of Police

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

Attachment (1)



OLD NORTH BRIDGE

CONCORD POLICE DEPARTMENT

219 WALDEN STREET

P.O. BOX 519

CONCORD, MASSACHUSETTS 01742

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

EMAIL: joconnor@concordma.gov

JOSEPH F. O'CONNOR
CHIEF OF POLICE

TO: Christopher Whelan, Town Manager

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

DATE: June 3, 2014

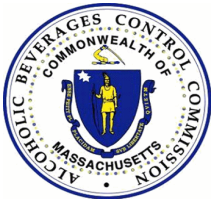
SUBJECT: Beer and Wine License Request
GJC Brothers, dba Concord Gas
686 Elm Street

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

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

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


Joseph F. O'Connor
Chief of Police



COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF THE STATE TREASURER

ALCOHOLIC BEVERAGES CONTROL COMMISSION

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

Jean M. Lorizio, Esq.

Commission Chairman

QUOTA BREAKDOWN

As of: 8/15/2019

Town of: Concord (0244)

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

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

Annual	WM	SECTION 12
Club		1
Restaurant		3

October 16, 2020

Dear Members of the Concord Select Board,

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

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

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

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

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

Sincerely,

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

From: Alison Crowley

Hi,

As a parent in Concord with school age children, I do not support allowing Concord Gas (on Elm St. next to the Best Western) to sell alcohol. If you are in agreement please my letter below please forward this email with your name and why you agree to the Board of Selectmen contact by 3 PM on 10/19 to jromanul@concordma.gov

Concord is a unique place to live because of our high standards. It is important for Board of Selectmen to carefully consider a gas station as an alcohol outlet in Concord for the public health and safety of our community.

Many of the towns surrounding Concord do not have a gas station that sells retail alcohol including Maynard, Acton, Sudbury, Lincoln and Carlisle. There are reasons this isn't commonplace. The transient nature of gas station transactions can create a safety issue when selling alcohol because of minors.

It's easier for underage kids to go into gas stations and try to buy alcohol than go into a liquor store because gas stations are "more comfortable" and less questions would be asked about them being there.

In addition, Concord Gas is in an isolated location not near one of Concord's business centers. Every other current outlet for retail alcohol in Concord is surrounded by other businesses. This is important because having other businesses around increases the chances of an underage person being seen by someone they know and acts as a deterrent for an attempted underage purchase. Not to mention, it's easier for the police to patrol the existing business areas as they are already doing so.

Concord Gas is open late and has speedy access to Rt 2. This could be an easy stop by underage kids from any of the surrounding towns.

If you wish to state this publicly, there is a Zoom public on Monday, 10/19 at 4 PM. Zoom instructions and agenda are at this link.

https://concordma.gov/AgendaCenter/ViewFile/Agenda/_10192020-8102

From: Pete Dempsey <pete.dempsey@gmail.com>
Date: October 19, 2020 at 1:44:33 PM EDT
To: Jeremy Romanul <jromanul@concordma.gov>
Subject: Fwd: Fw: Gas station selling alcohol in Concord

As a Concord parent and resident I agree with the bellow sentiment and do not support gas station's selling alcohol in Concord.

Thanks,
Peter Dempsey
31 MacArthur Rd.

Good afternoon, I've heard that this is something that might be considered at one of the gas stations in Concord? I oppose this vehemently as we all know gas stations are more lenient for minors. For what it's worth I'm opposed to this will be part of the meeting coming up thank you.

Greg Theriault

-West Concord resident.

--

Greg Theriault | FSI Industry Group | Adobe | theriaul@adobe.com | c. 617-899-6951

Hi,

As a parent in Concord with school age children, I do not support allowing Concord Gas (on Elm St. next to Best Western) to sell alcohol.

Concord is a unique place to live because of our high standards. It is important for Board of Selectmen to carefully consider a gas station as an alcohol outlet in Concord for the public health and safety of our community.

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Concord Gas is open late and has speedy access to Rt 2. This could be an easy stop by underage kids from any of the surrounding towns.

Thank you,
Paul Jenney
Concord Resident
Tarbell Spring

Hi,

As a parent in W. Concord with school age children, I do not support allowing Concord Gas (on Elm St. next to Best Western) to sell alcohol.

Concord is a unique place to live because of our high standards. It is important for Board of Selectmen to carefully consider a gas station as an alcohol outlet in Concord for the public health and safety of our community.

Many of the towns surrounding Concord do not have a gas station that sells retail alcohol including Maynard, Acton, Sudbury, Lincoln and Carlisle. There are reasons this isn't commonplace. The transient nature of gas station transactions can create a safety issue when selling alcohol because of minors.

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Concord Gas is open late and has speedy access to Rt 2. This could be an easy stop by underage kids from any of the surrounding towns.

Thank you,
Todd Beresford
Concord Resident

Dear, Mr. Romanul,

It has come to my attention that there is a hearing today regarding the permitting of ABO George, Inc., owner of Concord Gas and Oil and located on Elm Street along Rt. 2, to be allowed to sell alcohol.

As a resident of Concord and a parent of 3 underaged boys who attend the Concord Public Schools, I would like to express my **extreme disapproval** of allowing a liquor license to be issued to a gas station. This gas station is located along a major highway (Rt. 2) and next to a motel (Best Western) which both lead to one-time purchases that do not lend this establishment to "get to know" their customers. Concord prides itself on upholding a high-level of citizenship among its residents. Gas stations are typically not establishments that hold themselves to the high standards more established stores do, where they get to know the general community they serve. Gas stations that are located along major thoroughfares typically do not think of themselves of serving a community, but rather serving as many people as possible regardless of where they hail from.

It is my opinion that this would lead to an increase in underage purchases of alcohol as the goal of this license is clearly to increase revenue. Furthermore, the liquor stores located within Concord already serve this community in an adequate capacity. All of these establishments are located within areas where there is an abundance of foot traffic and located next to other stores that serve the needs of the town's citizens. If the question is about access, there are plenty of other places near Concord Gas and Oil that sell beer, wine, and liquor. Within a 3 mile radius, the following stores fill this need:

1. Concord Market - 2.3 miles
2. Walden Liquors - 2.1 miles
3. West Concord Wine and Spirits - 1 mile
4. Colonial Spirits Acton - 1 mile
5. Crosbys Marketplace - 1.9 miles
6. Concord Provisions & Country Kitchen - 1.6 miles

As you can see, there are plenty of places that currently serve the area's needs when it comes to the purchase of alcohol.

I feel that if this license was granted it would set a very dangerous precedent that would fuel the influx of liquor license applications by establishments that typically would not seek to sell alcohol, including stores that serve the needs of minors in our community, and therefore I implore you to vote no on this application.

I thank you for your consideration.

Sincerely,

Russell Gamber
Concord Resident
79 Elsinore Street

133 Keyes Road
Concord, MA 01742



DATE: 09/22/2020

MEMORANDUM

TO: Jeremy Romanul, Senior Administrative Assistant
VIA: Alan Cathcart, Director of Public Works
FROM: Stephen Dookran PE, Town Engineer
PREPARED BY: Justin Richardson, PE, Assistant Town Engineer
SUBJECT: Petition of Comcast Of Massachusetts III, Inc. to install new coaxial cable along and across Annursnac Hill Road, College Road and Strawberry Hill Road

A new coaxial cable is proposed to be overlashed to the existing Comcast network from utility pole #17 Annursnac Hill Road to utility pole in front of 18 Strawberry Hill Road. This new cable will provide service to Nashoba Brooks School. Concord Public Works (CPW) Engineering Division has reviewed the attached petition from Comcast of Massachusetts III, Inc. for the above referenced project in the Town's public ROW and provides the following conditions and recommendations.

1. Coaxial cables shall be placed in a manner that complies with the National Electrical Safety Codes.
2. A ROW Permit application shall be submitted to CPW with stamped constructions plans if any alteration of the ROW pavement. If required, no work shall commence until CPW has completed its review and provides ROW Permit approval to Comcast.
3. A traffic mitigation plan shall be submitted to the Concord Police Department Traffic Safety Officer and the CPW – Engineering Division for approval.
4. Comcast will remove the new coaxial cable upon completion of its service life.
5. Contractors shall adhere to the CPW Construction and Tree Protection Standard Operating Procedures including the protection of public shade trees: “No person may plant, trim, cut, or remove a public shade tree without the prior permission of the Tree Warden and Engineering Division. This control includes the cutting of roots during construction.” The contractor shall be responsible for installing wooden tree guards with orange snow fencing on public shade trees located within the work zone.
6. The applicant shall notify emergency services, the school district, the post office, CPW Solid Waste for trash pickup services via email one week prior to the start of construction. The applicant shall also notify neighborhood residents with door hangers two weeks prior to the start of construction.



241 West Central Street
Natick, MA 01760
Phone: 508-647-1418 (o)
617-862-8437 (c)

August 26, 2020

Jeremy Romanul
Senior Administrative Assistant
Town Manager's Office
Town of Concord, MA

RE: Petition for Grant of Location, 52 Main Street

Dear Jeremy:

Enclosed please find Comcast's Petition for Aerial Installation of Coaxial Cable at 200 Strawberry Hill Rd. I have also enclosed a draft Order. Please advise when the Board will be able to hear us on this matter.

Thank you for your assistance in this matter. Please do not hesitate to contact me should you have any questions, comments or concerns regarding any aspect hereof.

Sincerely,

Gregory Franks

Greg Franks, Senior Manager of Government & Regulatory Affairs
Comcast

PETITION FOR AERIAL INSTALLATION OF COAXIAL CABLE

Concord, Massachusetts

05/15/2020

To the Board of Selectmen of Concord, Massachusetts:

Comcast of Massachusetts III, Inc. requests permission to install coaxial cable to be owned and used by the petitioner, along and across the following public way or ways:

- *Annursnac Hill Road*
- *College Road*
- *Strawberry Hill Road*

Wherefore they pray that after due notice and hearing as provided by law, they be granted permission to install coaxial cable over lashed to existing aerial strand coaxial cable as they may find necessary and in accordance with the plan filed herewith.

1. **Comcast of Massachusetts III, Inc.**

By: *Gregory Franks*_____

Print name: Gregory Franks

Title: Sr. Manager of Government and Regulatory Affairs

Telephone or e-mail contact info: (617) 862-8437 cell ph

Gregory_Franks@comcast.com

ORDER FOR INSTALLATION OF AERIAL COAXIAL CABLE

In Board of Selectmen of the Town of Concord, Massachusetts

Notice having been given and a public hearing held, as provided by law,

IT IS HEREBY ORDERED: that **Comcast of Massachusetts III, Inc.** be and is hereby granted permission to install coaxial cable as it deems necessary, in the public way or ways hereinafter referred to, as requested in the said petition and accompanying plan.

All construction under this order shall be in accordance with the following conditions:

The new coaxial cable shall be overlashed to existing Comcast network from utility pole # 17 Annursnac Hill Rd. to utility pole 18 Strawberry Hill Rd., to provide service to Nashoba Brooks School, using common industry standards and shall be set substantially at the points indicated upon the plan accompanying said petition. There may be installed by said Comcast of Massachusetts III, Inc. such coaxial cables as are necessary in its business and all said coaxial cables shall be placed in a manner that complies with the National Electrical Safety Code.

The following are the public ways or parts of ways along which the above referred to may be installed thereon under this order:

- *Annursnac Hill Road, College Road, Strawberry Hill Road*

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectman of the Town of Concord, Massachusetts held the _____ day of _____, 2020.

Clerk of Board of Selectmen

We hereby certify that on _____, at _____ O'clock _____, at Concord, Massachusetts, a public hearing was held on the petition of **Comcast of Massachusetts III, Inc.** permission to install coaxial cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to install coaxial cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

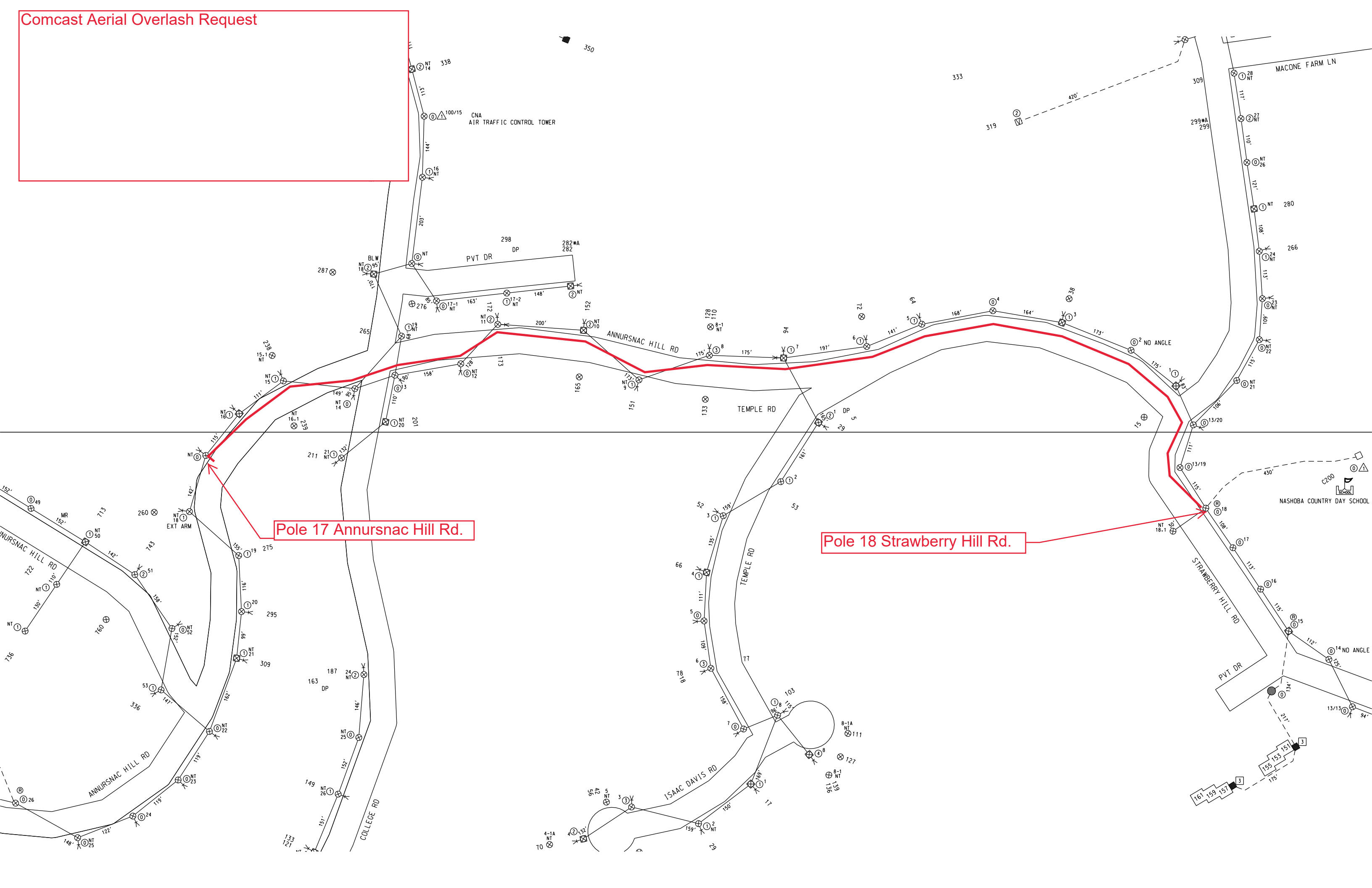
Selectmen of the Town of Concord, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of Hearing with notice adopted by the Board of Selectmen of the Town of Concord, Massachusetts, on the _____ day of _____, 2020. This certified copy is made under the provisions of Chapter 166 of General Laws and additions thereto or amendments thereof.

Attest: _____
Town Clerk

Comcast Aerial Overlash Request



Pole 17 Annursnac Hill Rd.

Pole 18 Strawberry Hill Rd.

Resolution Authorizing the Town of Concord to Participate in the Massachusetts Commercial Property Assessed Clean Energy Program (PACE Massachusetts)

WHEREAS, pursuant to M.G.L. c. 23M, as amended (the “PACE Act”), the Commonwealth has established a commercial sustainable energy program known as the Massachusetts Property Assessed Clean Energy Program (“PACE Massachusetts”) to provide a financing mechanism (“PACE financing”) to private owners of commercial and industrial properties for certain qualifying commercial energy improvements (“improvements”); and

WHEREAS, pursuant to the PACE Act, PACE Massachusetts is administered by the Massachusetts Development Finance Agency (“MassDevelopment”), in consultation with the Massachusetts Department of Energy Resources; and

WHEREAS, under PACE Massachusetts, the owner of the commercial or industrial property benefitting from the improvements (the “benefitted property”) is required to repay the PACE financing through the payment of a betterment assessment (a “PACE betterment assessment”) placed on such benefitted property by the municipality in which the benefitted property is located; and

WHEREAS, in order for an owner of commercial or industrial property to participate in PACE Massachusetts, Section 2 of the PACE Act requires that the municipality in which such property is located must elect to participate in PACE Massachusetts; and

WHEREAS, the Town of Concord (the “Municipality”) has determined that it is in the best interest of the Municipality to participate in PACE Massachusetts as a “participating municipality,” as provided in the PACE Act, to permit the owners of commercial and industrial properties located in the Municipality to access PACE financing for qualifying commercial energy improvements through PACE Massachusetts;

WHEREAS, NOW THEREFORE, BE IT RESOLVED, as follows:

The Select Board of the Town of Concord hereby approves the Municipality participating in PACE Massachusetts pursuant to the PACE Act, and authorizes the Town Manager to enter into a PACE Massachusetts Municipal Assessment and Assignment Agreement (the “Agreement”) with MassDevelopment, pursuant to which the Municipality will agree to (i) levy PACE betterment assessments and impose PACE betterment assessment liens on benefitted properties located in the Municipality, in the amounts determined by MassDevelopment to be sufficient to repay the PACE financing, (ii) assign the PACE betterment assessment liens to MassDevelopment, which MassDevelopment may in turn assign to the providers of the PACE financing (each a “capital provider”), as collateral for such PACE financing, (iii) include on the property tax bills for the benefitted properties the installment payments necessary to repay the PACE betterment assessments, in the amounts and at the times as determined by MassDevelopment, (iv) collect and pay over to MassDevelopment or its designee, the PACE betterment assessment installment payments, as and when collected, and (v) enforce, to the extent required by the Agreement, the PACE betterment assessments and liens; the Agreement to be substantially in the form presented to this meeting, with such changes, modifications and insertions as the Town Manager may approve as being in the best interest of the Municipality. The Collector Treasurer of the Town or such other Town agency as may be designated in the Agreement is authorized to levy such PACE betterment assessments and impose the PACE betterment assessment liens on behalf of the Town without further authorization by this legislative body.

Notwithstanding any other provision of law to the contrary, officers and officials of the Municipality, including, without limitation, municipal tax assessors and tax collectors, are not personally liable to MassDevelopment or to any other person for claims, of whatever kind or nature, under or related to PACE Massachusetts, including, without limitation, claims for or related to uncollected PACE betterment assessments. Other than fulfillment of the obligations specified in the Agreement, the Municipality has no liability to the owner of the benefitted property or to any capital provider related to the Municipality’s participation in PACE Massachusetts.



PACE Massachusetts Program Information

October 2020

MassDevelopment

- Works with businesses, nonprofits, financial institutions, and communities to stimulate economic growth throughout Massachusetts
- Promotes capital investment and economic development by providing financing and development solutions
- In FY20, MassDevelopment financed or managed 341 projects generating investment of more than \$2.6 billion in the Massachusetts economy
- These projects are projected to create or support more than 10,871 jobs and build or preserve more than 1,787 housing units

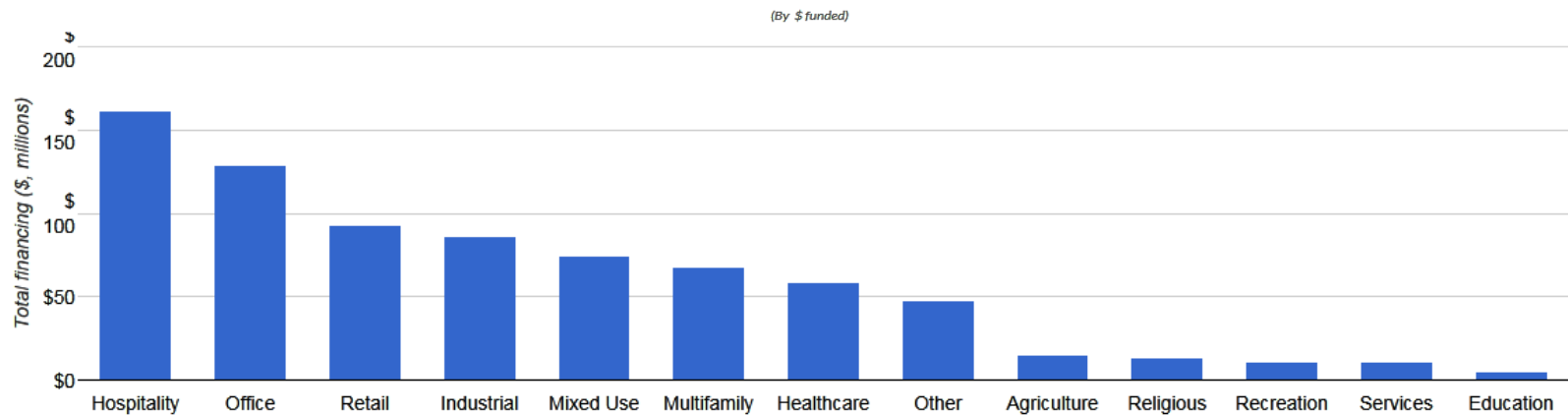
What is PACE?

- Property Assessed Clean Energy (PACE) is a tax-based financing mechanism that enables low-cost, long-term funding for energy improvements
- PACE financing is repaid via a betterment assessment on a property's tax bill
- PACE betterment assessments work similar to improvements for public infrastructure that benefit specific properties (i.e., sidewalk or sewer)

National Commercial PACE Market

- 23 States (plus DC) have active commercial PACE programs
- 37 states (plus DC) have PACE enabling legislation
- \$1.9 billion financed for 2,507 projects (as of 9/2020)

C-PACE dollars funded by building type

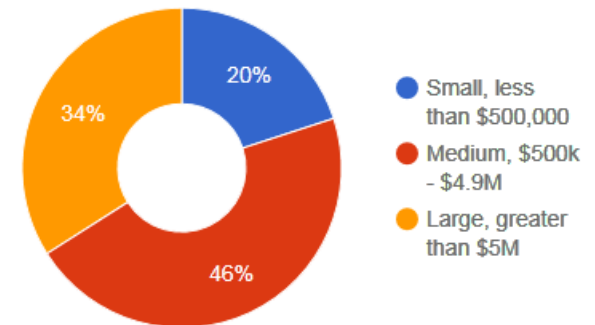


New England Commercial PACE Programs

- Connecticut passed PACE enabling legislation in 2011; C-PACE is administered by the Connecticut Green Bank
- Rhode Island passed PACE enabling legislation in 2016; RI C-PACE is sponsored by the RI Infrastructure Bank (SRS is administrator)
- New Hampshire passed PACE enabling legislation in 2016

C-PACE projects by amount financed

(By \$ funded)



PACE in Massachusetts

- Commercial Property Assessed Clean Energy (PACE) was passed in H4568 and signed by Governor Baker in August 2016
 - Amendment for PACE technical correction signed August 2019
- MassDevelopment will act as Lead Program Administrator
- MassDevelopment will administer the PACE Massachusetts program in consultation with the Massachusetts Department of Energy Resources
- PACE guidelines, related information including RFI for Capital Providers available at:

www.massdevelopment.com/PACE

Eligible Properties: Existing Buildings



Property Type

- Commercial/Industrial
- Not for profit
- Multifamily (5 units or more)

Examples

- Office buildings
- Malls
- Hotels
- Restaurants
- Manufacturers
- YMCAs
- Schools
- Health Care
- Apartment complexes

Eligible Measures

Measure Type

- Energy efficiency
- Renewable energy
- Gas line extensions

Potential Examples

- Energy management systems
- Insulation and air sealing
- HVAC systems
- Boilers and furnaces
- Lighting
- Energy Recovery and redistribution systems
- Solar panels
- Solar hot water
- Geothermal



Key Elements of PACE Massachusetts

- Municipal opt-in (one time) required
- Maximum financing term allowed by statute is 20 years (dependent on useful life of project measures)
- Energy cost savings must exceed cost of improvements (including any financing costs and associated fees)
- Third party direct private financing (no public funds used)
 - open, ongoing RFI for PACE Mass. Capital Providers (required for participation)

Key Elements of PACE Massachusetts (continued)



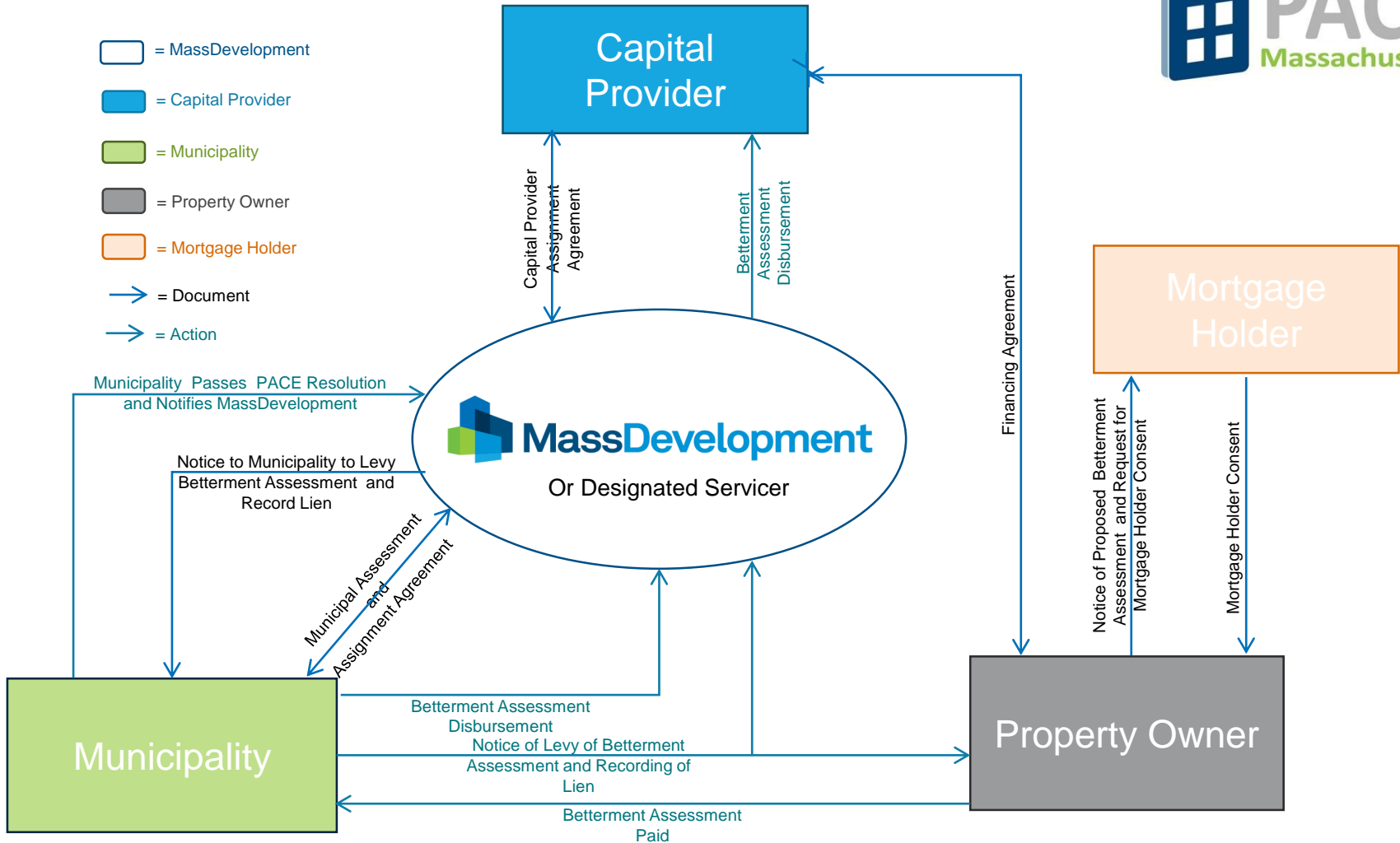
- Existing mortgage holders must provide written consent to a PACE financing and lien
- Municipal liens are senior to PACE liens; unpaid PACE assessments are senior to all other private mortgage liens in a foreclosure
- PACE assessments cannot be accelerated (only unpaid amount can be collected)
- If property is sold, the remaining PACE assessment and PACE lien stays with the property and transfers to new owner
- No limit or maximum financing cost*
 - * project must still meet energy cost savings requirement

PACE-Authorizing Municipalities

(Twenty-Eight as of 9/29/20)

- Acton
- Agawam
- Amesbury
- Barnstable
- Brockton
- Devens
- Erving
- Fall River
- Fitchburg
- Franklin
- Greenfield
- Gardner
- Gloucester
- Lexington
- Ludlow
- Milton
- New Bedford
- North Adams
- Northampton
- Orange
- Pittsfield
- Randolph
- Rockland
- Somerville
- Springfield
- Wendell
- West Springfield
- Yarmouth

Commercial PACE Structure





Wendy Lee O'Malley

MassDevelopment

Vice President, PACE Program Manager

99 High Street

Boston, MA 02110

phone: 617-330-2000 fax: 617-330-2001

direct: 617-330-2019

womalley@massdevelopment.com



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

OPEN MEETING LAW COMPLAINT FORM

Instructions for completing the Open Meeting Law Complaint Form

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

Instructions for filing a complaint:

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

Instructions for a public body that receives a complaint:

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

Once the public body has responded to the complaint:

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

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



OPEN MEETING LAW COMPLAINT FORM

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

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Ext. _____

Email: _____

Organization or Media Affiliation (if any): _____

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

(For statistical purposes only)

Individual Organization Media

Public Body that is the subject of this complaint:

City/Town County Regional/District State

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

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

Date of alleged violation: _____

Description of alleged violation:

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

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

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

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

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

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

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

II. Consulting With a Private Attorney.

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

III. Submit Your Complaint to the Public Body.

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

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

Signed: _____

Date: _____

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

*For Use By AGO
Date Received by AGO:*