

**TOWN OF CONCORD
SELECT BOARD MEETING
July 25, 2022 | 6:30 PM
TOWN HOUSE
22 MONUMENT SQUARE**

SECOND FLOOR MEETING ROOM AND VIA ZOOM

<https://us02web.zoom.us/j/88540124635?pwd=dEp4UIVDLzBXQy95WjFtT2lXYVRYZz09>

Meeting ID: 885 4012 4635

Passcode: 699464

AGENDA

#	Time*	Agenda Item
1.	6:30pm	Call to Order
2.		Consent Agenda <ul style="list-style-type: none"> • Town Accountant Warrant: July 21, 2022 • Minutes: December 16, 2021; January 8, 2022; February 28, 2022; June 27, 2022; June 30, 2022 • One Day Special Liquor License Applications <ul style="list-style-type: none"> ○ Verrill Farm/Anniversary Party, 11 Wheeler Road, on August 6, 2022, from 4:00-8:00pm, Wine & Malt Beverages Only ○ Verrill Farm/Company Outing, 11 Wheeler Road, on September 22, 2022, from 4:00-6:00pm, Wine & Malt Beverages Only ○ Saltbox Farm/Farm Dinner, 40 Westford Road, on August 19, 2022, from 5:30-8:30pm, Wine & Malt Beverages Only • Tour Guide License <ul style="list-style-type: none"> ○ Joseph Palumbo • Article 47-Reformatory Branch Trail Letter
3.		Town Manager's Report
4.		Chair's Report
5.	6:45pm	Public Hearing: Application for New Liquor License, West Concord Tavern LLC d/b/a West Village Tavern, Frank A Santo Manager of Record, at 13 Commonwealth Avenue
6.	7:00pm	Public Hearing: Application for Transfer of Liquor License, Pledge of Inventory, and Pledge of License from JMMS Liquors, Inc. located at 18 Walden Street to Ranuak Enterprise, Inc. DBA Walden Liquors
7.	7:15pm	Public Hearing: Grant of Location Petition by Comcast of Massachusetts III, Inc. to install new coaxial cable to be over-lashed to the existing Comcast network from utility pole #52 Bedford St. to utility pole #32 Old Bedford Rd
8.	7:20pm	Public Hearing: Grant of Location Petition by Comcast of Massachusetts III, Inc. to install new coaxial cable to be over-lashed to the existing Comcast network from utility pole # 2 Elm Street to utility pole # 42 Elm Street
9.	7:25pm	Public Hearing: Grant of Location Petition by Comcast of Massachusetts III, Inc. to install new coaxial cable to be over-lashed to the existing Comcast network from utility pole # 27 Lexington Road to utility pole # 67 Lexington Road
10.	7:30pm	Public Hearing: Grant of Location Petition by Comcast of Massachusetts III, Inc. to install new coaxial cable to be over-lashed to the existing Comcast network from utility pole # 159 Main Street to utility pole # 161 Main Street
11.	7:35pm	Public Hearing: Grant of Location Petition by Comcast of Massachusetts III, Inc. to install new coaxial cable to be over-lashed to the existing Comcast network from utility pole # 105

		Monument Street to utility pole # 122 Monument Street
12.	7:40pm	Public Hearing: Grant of Location Petition by Comcast of Massachusetts III, Inc. to install new coaxial cable to be over-lashed to the existing Comcast network from utility pole # 19 Old Bedford Road to utility pole # 32 Old Bedford Road
13.	7:45pm	Vote to Approve Election Officer Reappointments
14.	7:50pm	Vote to Sign Election Warrants: State Primary and Special Election
15.	8:00pm	Status Update on Christopher Heights Funding Requirements
16.	8:25pm	Vote on Special Town Meeting Calendar
17.	8:30pm	Vote on Letter of Support for a Federal Land Access Program (FLAP) Grant
18.	8:35pm	Committee Nominations: Laura Payne, of 480 Laws Brook Road, to the West Concord Advisory Committee; Barbara Morse, of 1975 Main Street, to the West Concord Advisory Committee; Ryan Hanley, of 77 Lexington Road, to the Historical Commission-Associate Member
19.	8:40pm	Committee Appointments: Mark Gailus, of 62 Prescott Road, to the Transportation Advisory Committee for a term to expire April 30, 2025; Lindsay Howard, of 6 Loring Road, to the Library Committee for a term to expire April 30, 2025; Marybeth Barker, of 51 Birch Drive, to the Bruce Freeman Rail Trail Advisory Committee for a term to expire May 31, 2025
20.	8:45pm	Select Board Liaison Reports
21.	8:50pm	Miscellaneous Correspondence
22.	8:55pm	Public Comment
23.	9:00pm	Adjourn

**Times are approximate and subject to change*

Current Board and Committee Vacancies
Board of Health
Community Preservation Committee
Comprehensive Sustainability and Energy Committee
Concord 2025 Executive Committee
Concord Housing Development Corporation (CHDC)
Concord Local Cultural Council
Conservation Restriction Stewardship Committee
Council on Aging
Cultural Council
Economic Vitality Committee
Historic Districts Commission
Library Board
Personnel Board
Planning Board
Public Ceremonies and Celebrations Committee
Transportation Advisory Committee
Trustees of Donations
West Concord Advisory Committee
West Concord Junction Cultural District
White Pond Advisory Committee (WPAC)
Zoning Board of Appeals

**Town of Concord
Select Board
Minutes
December 16, 2021**

Pursuant to a notice duly filed with the Town Clerk, the Concord Select Board and the Finance Committee convened a Joint Public Hearing in the Public Hearing Room and via Zoom on December 16, 2021, at 7:00pm.

Call to Order

Present for the Select Board were Terri Ackerman; Chair, Matthew Johnson; Clerk; Henry Dane, and Linda Escobedo

Present for the Finance Committee were Ray Andrews, Dean Banfield, Peggy Briggs, Kathy Cuoculo, Eric Dahlberg, Mary Hartman, John Hickling, Amrith Kumar, Dee Ortner, Parashar Patel, Christine Reynolds, Brian Taylor and Lois Wasoff.

Chair Ackerman called the meeting to order at 7:00 p.m. She recognized the Concord Middle School Building Committee, Concord Public School Committee, School Superintendent Dr Hunter, Director of Sustainability Amanda Kohn, and CFO Kerry Lefleur. She announced that the purpose of the hearing was to hear from the public regarding Article 1 of the special town meeting scheduled for Thursday, January 20, 2022, at 7:00 p.m. at the high school.

Chair Reynolds then emphasized the significance of this project to the town's finances.

Town Moderator Carmin Reiss shared information regarding logistics for the special town meeting in light of COVID restrictions.

Chair Cynthia Rainey called the School Committee to order with a role call vote. Present for the school committee were Alexa Anderson, Court Booth, Tracey Marano and Cynthia Rainey.

Co-chair Dawn Guarriello called the Middle School Building Committee (MSBC) to order. Present for the middle school building committee were Alexa Anderson, Court Booth, Heather Bout, Justin Cameron, Frank Cannon, Stephen Crane, Dawn Guarriello, Peter Fischelis, Jon Harris, Russ Hughes, Dr. Hunter, Matt Johnson, Amanda Kohn, Pat Nelson, Charlie Parker, Chris Popov, Matt Root and Jared Stanton.

**Motion to Open Public Hearing for the Special Town Meeting Warrant Article 1,
the Concord Middle School Building Project, passed unanimously**

Co-chairs Guarriello and Nelson began their presentation by directing the audience to flyers and on-line materials for information about the project. Dr. Hunter highlighted the condition of the two existing middle school buildings and the risks associated with deteriorated and obsolete buildings. Co-chair Nelson articulated project goals to include a team-teaching educational model and sustainability while mindful of impact to taxpayers with a total project cost of \$80M - \$100M. Dr. Hunter gave more details on the educational goals. Co-chair Guerrillo detailed how the \$1.5M feasibility study had been spent to arrive at a "Treetop Teams" option for schematic design. Dr. Hunter talked through a visual of this current design including a gym with 1 MIAA court, a 420-seat auditorium, cafeteria, media center, academic offices and academic wings that support team teaching models via 4 classrooms per team. Co-chair Guerrillo outlined the following sustainability goals of the project: a healthy indoor environment, inspire a passion for learning, high performance energy systems, reduce embodied carbon during construction, all-electric and solar/storage ready. Dr. Hunter presented the final design construction budget of \$80,772,477, soft costs of \$15,224,080, contingencies of \$4,799,828 for a total project cost of \$100,796,385. Added to this figure is a \$2,019,312 bidding contingency that will not be spent if the bids come in on budget. Co-chair Guerrillo concluded with a project schedule showing an April 2025 move-in date.

Sustainability Director Amanda Kohn gave a brief overview of the solar project. The goal is to construct a net zero building. The cost will be separate from Article 1. CMLP is leading the design and financing. Next steps will be for CMLP to work with consultants and the MSBC to determine the energy needs of the

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December 16, 2021**

building and the right financing mechanism to ensure equitable benefits to CMLP's customer base. Current rough cost estimates total \$8.M - \$10. M.

CFO Kerry Lafleur addressed financing issues associated with a large school construction project. A 20-year, level debt repayment schedule used to model the impact on property tax estimates an increase of \$1,020/year on the median property tax bill. Ms. Lafleur recommends lengthening the term to 25 years which results in \$902/year increase on the median property tax bill. Ms. Lafleur presented a schedule of debt service for existing projects which showed that adding debt service for the middle school would add a significant burden to taxpayers in FY25 through FY28. Efforts to "smooth" this impact include establishing a \$5M middle school debt stabilization fund and applying operational cost savings from the consolidation of two schools into one (\$548k/yr). Ms. Lafleur introduced an online tax impact calculator (<https://concordma.gov/calculator>) where residents can go to estimate impact to an individual tax bill. Finally, she expects the middle school debt to negatively impact the town's credit rating.

Chair Ackerman opened the meeting to questions from the Select Board. Matt Johnson questioned the timing of the use and the source of funds for the stabilization fund. Ms. Escobedo asked if the work to make the building net zero ready is included in the \$102.8M figures and if the financing for the solar/storage will be determined by CMLP. Ms. Ackerman asked how CMLP would use any surplus of energy generated by solar at the middle school. Dave Wood, CMLP Director, replied that it was being worked on but most likely go back to ratepayers. Henry Dane asked if the disposition of the land at the Peabody school was considered in determining debt service. Co-chair Guarriello indicated the bldg. would be in use until April 2025. Matt Johnson added that there are many potential competing uses for the Peabody property and any value from the sale would be minimal. Susan Bates added that the cost of land is the biggest challenge when building affordable housing.

Chair Ackerman opened the meeting to questions from the Finance Committee. Chair Reynolds asked if the estimated operational cost savings relied on solar. The reply was that the \$548k estimate of operational savings did not include savings from solar. Kathy Cuocolo asked if any excess energy could be sold, and Mr. Wood replied that it could not. Dean Banfield outlined three outstanding items: the acoustical fence, a pressure pump and management of soils on site. Co-chair Guarriello responded the MSBC is aware of these issues and must wait for more info to make an informed decision. Parashar Patel remarked there will most likely be a cost to repurpose the Peabody land. Mary Hartman asked for assurance that the \$10M for solar would not come from the general fund. Matt Johnson explained that solar is a separate project from the school project.

Chair Ackerman opened the meeting to questions from the public. Karlen Reed asked if the makers space could be added back into the project. Dr. Hunter explained that common spaces will accommodate those activities. Pamela Dritt asked about electric buses and green roof. Gail Hire asked about fiber to the building. Dr. Hunter responded that all schools are running successfully using wireless technology.

Adjourn

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

Minuteman Media Network Coverage: <https://youtu.be/xc5QHSuvHg8>

**Town of Concord
Select Board
Minutes
January 8, 2022**

Pursuant to a notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting in via Zoom on January 8, 2022 at 9:00am.

Present were Terri Ackerman; Chair, Matthew Johnson; Clerk; Henry Dane, Linda Escobedo, and Susan Bates. Also present was Kerry Lafleur, Interim Town Manager.

Chair Ackerman Called the meeting to order, by roll call:

Mr. Ackerman: Aye

Ms. Bates: Aye

Mr. Dane: Aye

Ms. Escobedo: Aye

Mr. Johnson: Aye

Welcome & Overview

Chair Ackerman welcomed participants to the virtual meeting and emphasized that this meeting was a preview for the annual town meeting, not the special town meeting. A motion to open the warrant for the annual town meeting on January 8, 2022 at 9:00 a.m. and close the warrant on February 2, 2022 at 4:00 p.m. passed unanimously.

Town Meetings in 2022

Town Moderator Carmin Reiss announced that the Special Town Meeting would be held in-person on January 20, 2022, in the high school with various COVID precautions in place and that the meeting will have one article – the middle school building project.

Annual Town Meeting will begin Sunday, May 1, 2022, indoors at the high school. Ms. Reiss reminded all citizen petitioners to seek help from her and town staff on procedural matters.

Finance Committee

Chair Reynolds reviewed a recurring warrant article for \$1M from free cash to offset property tax increases and recurring articles governing meeting procedures. She then reviewed a new article to appropriate \$500k from free cash toward the debt stabilization fund for the new middle school project. If approved, this will bring the balance in the debt stabilization fund to \$3.5M toward a goal of \$5.0M.

Vice-Chair Patel then gave an update on the budget guideline process. The final FinCom guideline would increase operating spending by 3.25%, resulting in a 3.37% increase in property tax and maintain a 4.21% levy limit capacity. At this stage in the budget process, the budget entities are \$1.1M above guideline. Mr. Patel was hopeful that gap would close before town meeting.

Town Manager's Office Updates

Interim Town Manager Lafleur gave an update regarding the FY23 town budget. Key strategic issues addressed in the FY23 budget include compensation & benefits, infrastructure, governance, and welcoming community initiatives. She stated her intention to meet the final FinCom budget guidelines. She then gave an update on the FY23 thru FY27 capital and debt plan which showed a substantial gap between requests and target spending.

Two articles related to OPEB (Other Post-Employment Benefits) included a new request to hire an investment advisor to manage the \$33.6M fund. Other articles included an article to establish a revolving fund to collect receipts from tourism activities, a trust fund to receive qualified charitable distributions for sustainability and electrification, and two articles needed to continue the senior means-tested tax exemption.

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Question and Answer Period #1 to Cover Topics Above Only

Chair Ackerman opened the meeting to Q&A. Karlen Reed asked a question about the charitable trust, Mary Hartman asked questions about the investment manager for the OPEB fund, Matt Johnson directed a question to Mr. Patel to estimate the impact to property tax if the \$1.0M is not used as an offset, Tanya Gailus mentioned the importance of protecting trees, Stephan Bader asked about the recurring \$500K for affordable housing and Henry Dane urged FinCom to consider the sale of the Peabody school site when estimating the funding goal of the debt stabilization fund.

Personnel Board

Mr. Mrachek will introduce three Personnel Bylaw Amendments. The first will give non-union, regular status employees paid leave for the Juneteenth holiday, propose language that references Indigenous Peoples' Day and replaces gender-specific terms with neutral terms. The second removes the 6-month waiting period restriction on vacation leave. The third increases bereavement leave from 3 to 5 days and broadens the relationships covered.

Community Preservation Committee Update

Chair Proctor indicated that the committee is working to allocate >\$2.0M in funding across 11 projects.

Historical Commission

Chair Saalfield deferred to town planner Elizabeth Hughes who explained the Scenic Roads Bylaw by detailing which nine roads are included, what fines would be imposed, which changes would trigger a review and the process involved in the development of guidelines.

Planning Board

Town Planner Elizabeth Hughes presented three proposed articles and a mentioned a potential fourth. The first is an amendment to Thoreau Business District Rezoning which has been in development over 2 years resulting in bylaw amendments to allow more flexibility and redevelopment near the Thoreau train station. The by-law is complex and more information can be found on the Planning Board's section of the town's website. The second is a grandfather provision for additional dwelling units. The third would add the Thoreau Business District to the formula business bylaw. The fourth would change ceiling height when calculating floor area ratio by-law.

Question and Answer Period #2 to Cover Unanswered Topics Above Only

Chair Ackerman opened the meeting for Q&A. Ned Perry directed a question toward Chair Mrachek around benchmarking compensation and benefits for town employees. Chris Reynolds questioned if maintenance is addressed in the Scenic Roads Bylaw.

Select Board

Chair Ackerman introduced a recurring article to fund affordable housing with a transfer of \$500k from free cash with the possibility of looking to other sources if the balance in free cash falls below 5%. The second article is a local option for future ballot indicatives that would allow explanatory language to be printed on the ballot.

Concord Schools Superintendent

Dr. Hunter gave an update on the FY23 budget process and explained it was still a work-in-progress. The CPS budget is \$43.3M which is \$486,848 above FinCom guideline. Most of this increase is contractual and included some increased staff for SPED. An article for capital will be \$900k spent across several school properties. Concord's portion of the CCRHS budget is \$22.1M which is \$436,414 above FinCom guideline. Debt assessment is \$3.2M. An article to repave and relight the access road is under consideration by the school committee. The school committee will vote the final budget by January 25, 2022.

Public Works Commission

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Alan Cathcart, Director of Public Works, presented a 5 year plan for improvements (paving, signage, stormwater improvement, pedestrian and bike improvement, etc.) to the town's 108 miles of public roads. He noted that in the past few years infrastructure maintenance has been underfunded resulting in even more funds required to keep right of ways in good working order. The amount of the five-year plan totals \$34M.

Citizen Petition Articles

Mr. Posner presented an article to appropriate not less than \$75k for a feasibility study for the Reformatory Branch Trail. The study would explore grading and drainage improvements along the trail and begin a process to connect Bedford rail trail to Monument Street in Concord.

Beverley Bryant presented an article for a five-year moratorium on the installation of synthetic turf on town owned lands to begin May 1, 2022.

Kate Kavanagh presented an article to authorize the Select Board to file a home rule legislation to elect town officials by Rank Choice Voting.

Elizabeth Hughes summarized a Virginia Road zoning bylaw amendment on behalf of the petitioner to return a historical residence to a residential district by changing the boundary between industrial vs. residential zoning.

Question and Answer Period #3 to Cover Unanswered Topics Above and Public Comment

Chair Ackerman again opened the meeting to Q&A. Dr. Hunter offered a clarification to update the gap between the current CCRSH budget and the FinCom guideline. Mary Hartman questioned funding for the Reformatory Branch Trail feasibility study and asked to hear from other committees about this proposal. Stephan Bader asked for clarification around the funding for traffic signals. Linda Escobedo asked about specific FY23 funding for infrastructure and if other funding sources might be available. Tanya Gailus encouraged people to walk the Reformatory Branch trail and gave updates regarding Bedford's efforts to connect. Mark Gailus suggested that a feasibility study is premature. Ellen Quackenbush asked for clarification on the role of the consultant for the Reformatory Branch Trail. Arra Avakian thanked the CPW and Mr. Cathcart and noted that frequent maintenance of roads saves money. Chair Ackerman mentioned that the Select Board would be holding a meeting on Jan 31st dedicated to hear requests for ARPA funds.

Citizen Petition Articles

Joseph Stein joined the meeting to speak to his citizen petition for a home rule petition to require Concord retailers charge \$.10 for bags.

Chair's Closing Remarks and Adjournment

Chair Ackerman ended the meeting by thanking all participants and urged people to attend hearings scheduled in January and February.

Meeting adjourned at 11:12 a.m.

Minuteman Media Network Coverage: https://youtu.be/aKPD0kE_WWM

**Town of Concord
Select Board
Minutes
February 28, 2022**

Pursuant to a notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting in the Public Hearing Room and via Zoom on February 28, 2022 at 7:00pm.

Present were Terri Ackerman; Chair, Matthew Johnson; Clerk; Henry Dane, Linda Escobedo, and Susan Bates. Also present was Kerry Lafleur, Interim Town Manager.

Call to Order

Chair Ackerman called the meeting to order at 7:00 p.m. She explained that this is the first of 5 Public Hearings in advance of Annual Town Meeting.

Upon a motion duly made and seconded, it was UNANIMOUSLY VOTED;
to Open the Public Hearing for the Select Board and Petition articles for the Annual Town Meeting of May 1, 2022.

Warrant Article Presentations for Annual Town Meeting

Article 4: Ratify Personnel Board Classification Actions -- Personnel Board

Nancy Crowley, member of the Personnel Board, presented Article 4. She explained this article pertains to routine personnel business conducted during the year for non-Union positions. Classification actions include adding, deleting, and reassigning job titles to classifications and salary ranges. Mr. Johnson inquired about the Production Manager position.

Article 5: Classification & Compensation Plan for Regular-Status Positions – Personnel Board

Nancy Crowley, member of the Personnel Board, presented Article 5. She explained that this article proposes to amend the Classification and Compensation Plan, effective July 1, 2022 for non-Union regular status positions. It will increase the minimums, midpoints, and maximums of all ranges by 3%. However, actual salary increases are set by the Town Manager within the budget adopted by town meeting. There were no questions on this article.

Article 6: Personnel Bylaw Amendment --- Personnel Board

Nancy Crowley, member of the Personnel Board, presented Article 6. She explained that this article proposes to amend Sections 12, 13, and 14 of the Personnel Bylaw, concerning Holiday Leave, Vacation Leave, and Bereavement Leave. Mary Hartman asked for a cost estimate and a comparison to our peer communities. Human Resources Director Amy Foley responded that there are no direct costs, only indirect costs for the addition of the new holiday for Juneteenth, and the new Bereavement and Juneteenth policy will put us on par with other communities. Nancy Beuwkes inquired

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about the study of the Personnel Board's role. Ms. Ackerman and Ms. Bates responded that the Personnel Study Task Force is studying this and due to report by June 2023. Anita Tekle inquired whether the Personnel Board has considered the concept of flexible leave. Ms. Foley stated this was a good idea, but there are technical complications to work out.

Article 16: Citizen Petition: Five-Year Moratorium on the Installation of Synthetic Turf on Town Land --- Beverly Bryant

Beverly Bryant presented her petition article for a moratorium on synthetic turf. Ms. Bryant explained that this would extend the moratorium previously voted by Town Meeting in 2016 and 2019. It would not apply to non-Town owned land or to the Concord Carlisle High School. Ms. Escobedo inquired about PFAS and other research on crumb rubber. Ms. Gailus thanked Ms. Bryant for her perseverance.

Article 23: Citizen Petition: Ranked Choice Voting for Concord Elections --- Kate Kavanaugh

Kate Kavanaugh presented her petition article for Ranked Choice Voting. Questions included the exact wording of the article and what the process would be if the article were to pass. Moderator Carmin Reiss clarified that as petitioner, Ms. Kavanaugh will be allowed to amend the wording of the article on town floor. If the article passes, the Select Board will petition the General Court for Special legislation.

Article 36: Adopt Local Ballot Option Pursuant to Mass. Gen. Laws 53 --- Select Board

Ms. Ackerman presented the Select Board article regarding local ballot option under MGL Chapter 53. She explained that current state law permits no explanation of ballot questions on the ballot or at the polling locations. However, by adopting this section of the law, the Town can provide explanations for future ballot initiatives. Special legislation would not be needed. Regarding cost, Town Clerk Kaari Tari estimated \$2400 for the town-wide mailing. Anita Tekle commented that this mailing would be required for every ballot initiative. Several suggestions were made regarding the format of presentation for this article at Town Meeting.

Article 37: Citizen Petition: Authorize Select Board to Petition to Impose a Checkout Bag Charge --- Joseph Stein

Joseph Stein presented his petition article for a Checkout Bag charge of 10 cents per bag. He explained that cities are allowed to charge a checkout bag fee, but in the case of Towns, the Select Board would have to petition the State legislature in order to be allowed to impose this charge. Lincoln and Sudbury are in the process of doing so. Mr. Johnson inquired whether the bag charge is a taxable item, whether the legislation has

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been approved yet in Sudbury and Lincoln, and whether there is a statewide effort to enact this charge. Dee Ortner inquired about the economic impact and the Board of Health enforcement agent. Ms. Escobedo inquired whether Concord businesses have been consulted. Mr. Stein will research these questions.

Article 38: Citizen Petition: Development Plan for Municipal Solar Generation --- Dean Banfield

Dean Banfield presented his petition article for a development plan for municipal solar generation. He explained that the main purpose of the article is to get CMLP back to developing solar capacity in Concord. We made excellent progress toward this Climate Action goal until 2017, but no progress has been made since then. Ms. Bates inquired about storage batteries; Mr. Banfield responded with the recent success in the Town of Sterling. Ms. Gailus inquired about the necessity of tree clearing to build solar; Mr. Banfield responded that we should start with low-hanging fruit such as parking lots. Ms. Hartman inquired about CMLP process; Mr. Banfield responded that creating solar capacity is not in the current CMLP Strategic Plan but the Board will be looking at it again next week. He recommended doing careful planning to achieve 1-2 megawatts per year.

Upon a motion duly made and seconded, it was UNANIMOUSLY VOTED:
to Close the Public Hearing for the Select Board and Petition articles for the Annual Town Meeting of May 1, 2022.

Public Comment

There was no further public comment.

Adjourn

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

Meeting Materials: https://concordma.gov/AgendaCenter/ViewFile/Agenda/_02282022-9463

Minuteman Media Network Coverage:

<https://www.youtube.com/watch?v=fXbcMYc1VzU&list=PL1TTzrWEKOOkHKXNLQprEz0f0ofHYKj8-&index=12&t=46s>

**Town of Concord
Select Board
Minutes
June 27, 2022**

Pursuant to a notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting in the Second Floor Meeting Room and via Zoom on June 27, 2022 at 6:00pm.

Present were Matthew Johnson; Chair, Terri Ackerman; Clerk; Henry Dane, Linda Escobedo, and Mary Hartman. Also present was Kerry Lafleur, Interim Town Manager.

Call to Order

Chair Johnson called the meeting to order at 6:00 p.m.

**Site Visit at 22 Monument Square, Civil War Monument, with
Members of the Civil War Monument Task Force**

Board members performed a site visit at the Civil War Monument, located at 22 Monument Square, to discuss the new plaque and cleaning of the Civil War Monument.

Consent Agenda

- Town Accountant Warrant: June 23, 2022
- Minutes: June 13, 2022; Executive Session Meeting Minutes of June 6, 2022 (not to be released); Executive Session Meeting Minutes of June 13, 2022 (not to be released); Executive Session Minutes of June 16, 2022 (not to be released)
- One Day Special Liquor License Applications
 - The Umbrella Arts Center/Sustainable Solutions Artist Reception, 40 Stow Street, on July 8, 2022, from 6:00pm—8:00pm, Wine and Malt Beverages Only
- Letter of Support for Two Revolutions Pathway

Upon a motion duly made and seconded, it was UNANIMOUSLY
VOTED: to approve the consent agenda, excluding the meeting minutes of June 13, 2022.

Roll Call Vote

Mr. Dane: Aye

Ms. Escobedo: Aye

Ms. Hartman: Aye

Mr. Johnson: Aye

Ms. Ackerman: Aye

Interim Town Manager's Report

Ms. Lafleur reviewed the Town Manager's report included in the Select Board meeting packet. The Board asked Ms. Lafleur if the Bruce Freeman Rail Trail Advisory Committee's Junction Park report had been added to the Town's website, which she confirmed. Mr. Dane asked if the COVID-19 statistics detailed in the Town Manager's report included cases at the Prison or Emerson Hospital which Ms. Lafleur stated she would investigate. Ms. Ackerman and Ms. Escobedo congratulated the Police Department on the accreditation highlighted in the Town Manager's Report and asked when the Police Department would be giving their departmental update report to the Board. Chair Johnson informed the Board that the Police Department would be presenting to

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the Board in the July.

Chair's Report

Chair Johnson informed the Board that the Interim Town Manager had provided a Select Board Goals document with proposed timelines for their consideration. Chair Johnson stated that he had made some revisions to the document and added a value and visions statement to the document. Mr. Dane suggested the Board reformat the document with a quarterly timeline. The Board discussed placing the goals document on the next agenda for discussion.

Chair Johnson also stated that an updated cost estimate had been submitted by the Middle School Building Committee, for the middle school building project. He noted that the latest estimate was for approximately \$86,000,000, which was \$5,300,000 over the budget. He added that the Committee would be meeting Thursday morning to discuss the newest estimate.

Vote on Town Manager Employment Agreement

Chair Johnson stated that a copy of the agreement was included as part of the Select Board meeting packet, and that he and Ms. Lafleur had negotiated the document

Upon a motion duly made and seconded, it was

VOTED: to approve the Town Manager's Employment Agreement between the Town of Concord and Kerry A. Lafleur as included in the Select Board's meeting packet.

Roll Call Vote

Mr. Dane: Aye

Ms. Escobedo: Aye

Ms. Hartman: Aye

Mr. Johnson: Aye

Ms. Ackerman: Aye

**Vote on Appropriation of Excess & Deficiency Funds for the
Minuteman Regional Vocational Technical School**

Steven Ledoux, the Town's Representative on the Minuteman School Committee, introduced Ms. Andrade, the Business Manager for Minuteman Regional Vocational Technical School. He stated that the Minuteman Regional Vocational Technical School had transferred approximately \$500,000 to their stabilization fund, for capital projects, from the Excess & Deficiency Funds. Mr. Ledoux stated that the Department of Elementary and Secondary Education (DESE) had returned the funds back to Excess and Deficiency following findings by the school's auditors. DESE informed the School Committee that rather than calling a Town Meeting, the Committee ask each Select Board in the district to endorse the transfer included as part of the Select Board's meeting packet.

Chair Johnson stated that the strategy for raising capital funds had been discussed with the Board in the past. Ms. Hartman asked if the \$500,000 was removed from the Excess & Deficiency Funds what the percentage E&D would be, which Ms. Andrade stated the E&D percentage would be 3.7%.

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Upon a motion duly made and seconded, it was

VOTED: to positively endorse the Minuteman Regional Vocational Technical School committee to appropriate \$500,000 from certified excess and deficiency to be transferred to the Capital Stabilization Fund.

Roll Call Vote

Mr. Dane: Aye

Ms. Escobedo: Aye

Ms. Hartman: Aye

Mr. Johnson: Aye

Ms. Ackerman: Aye

de Maximus Inc. 2229 Main Street Presentation and Discussion

Chair Johnson explained that this agenda item was added to preview a discussion in July or August to review options for the 2229 Main Street site, as it related to the Town's potential acquisition of the property. Chair Johnson stated that he felt it would be helpful to have the consultant who is leading the clean up process to give a brief presentation to the Board. Mr. Dane asked if the consultant worked for the Town or the company that owned the parcel, and Mr. Johnson stated that Bruce Thompson, of de Maximus Inc., could provide more detail on that.

Bruce Thompson, the project coordinator for the NMI-Starmet Site, explained that he had been working at the site since 2003. Mr. Thompson reviewed the presentation that was included in the Select Board meeting packet including the site's background/regulatory history, remedy framework, components of the Nuclear Metals Inc remedy, and the post-remedy considerations/effect of institutional controls on reuse scenarios.

The Board and Mr. Thompson discussed some of the remediation efforts highlighted in his presentation including a pilot test to analyze total and dissolved metals in groundwater. The Board and Mr. Thompson reviewed the finances of the site, including several liens on the property, and the possibility of the Town taking ownership of the site. The Board also discussed organizing another site visit for Board members who were interested, or that had not yet visited the site. Chair Johnson reiterated that the Board would be discussing this item again at a future meeting.

Diane Proctor, of 57 Sudbury Road, asked Mr. Thompson how citizens, or groups of citizens, could attend a site visit. Mr. Thompson stated that citizens could reach out to, and get involved with, the 2229 Main Street Committee. He also stated that if there was a group of citizens who were interested in touring the site, they could reach out to him, and he'd be happy to organize a tour.

**Vote on Language for the Ballot Question for a Debt Exclusion for the
September 6, 2022 Special Election**

Ms. Lafleur explained that at the Annual Town Meeting the Town voted a project for the regional school district, as excluded debt. She stated that the vote was scheduled to be concurrent with the State primary, and that the language for the question was included in the meeting packet. Ms. Lafleur stated that the wording of the question does not include the specific dollar amount, but only

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describes the project. Ms. Hartman asked when the construction would take place, to which Ms. Lafleur stated her belief that construction would begin in the spring of 2023, if approved. Ms. Escobedo asked if the ballot language would be affected by having a pro and con statement represented with it, following the passage of Article 36 at Town Meeting. Kaari Tari, the Town Clerk, stated that if there is not a group to write a “con” statement, Town Counsel would be required to draft one. Mr. Dane asked if a vote was one to endorse the statement, or just to include the language on the ballot. Chair Johnson stated that the vote was only to include the language proposed in the meeting packet on the ballot and was not one of endorsement.

Upon a motion duly made and seconded, it was

VOTED: to approve the language for the ballot question for the September 6, 2022 Special Election as presented in the Select Board meeting packet.

Roll Call Vote

Mr. Dane: Aye

Ms. Escobedo: Aye

Ms. Hartman: Aye

Mr. Johnson: Aye

Ms. Ackerman: Aye

Checkpoint Discussion on the Volunteer Database/Minutes Plan

Michael Gibbons, Senior Administrative Assistant in the Town Manager’s Office, informed the Board that town staff had been working on the volunteer database diligently in 2022. He explained that following feedback from the Select Board, Town staff, and other Board and Committee Chairs, it was clear that the database needed to be overhauled. Mr. Gibbons explained that the Town contracted with LL Data Designs to create a new database, utilizing Microsoft Access, and that they had completed the initial build of the system. Mr. Gibbons stated that Laurie Austin, in the Town Clerk’s Office, had been instrumental in the review of information in the database, but also explained that the database had been built using information from the previous database. He further noted that the review would take some time, and that Ms. Austin had taken an approach based on compliance with Open Meeting Laws, state Ethics trainings, and the acknowledgements that all Board and Committee members must make, in her review. Mr. Gibbons also stated that cooperation with the Select Board, Town staff, and Board and Committee chairs would be essential, and asked that Board and Committee Chairs have an open line of communication with Town staff to make them aware of any resignations and new Chairs/Clerks for the board or committee. Mr. Gibbons reiterated that Town staff were committed to having a clean and functional database within the next several months and would be happy to provide a future update. Ms. Ackerman asked Ms. Austin to forward a report she referenced and asked Mr. Gibbons and Ms. Austin to follow up on an auto generated message to be sent to all volunteer applicants.

Mr. Gibbons also explained to the Board that prior to his appointment to his position a number of Select Board meeting minutes were not completed. He stated that he believed approximately 18 sets of minutes were outstanding and that he would work to have them completed as soon as possible. Chair Johnson stated his belief that the minutes should simply capture the basics of the meeting and the Select Board votes. Chair Johnson also noted that all meetings are available for viewing online. Mr. Gibbons stated that he believed he could complete two sets of meeting minutes per week, and Chair Johnson suggested assigning two sets of meeting minutes to each Board

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member. Ms. Escobedo suggested that a template be created for the Board members to use as reference and reiterated that the Board follow the regulatory process for producing minutes. Ms. Ackerman commended Mr. Gibbons for his timely completion of meeting minutes and agreed with Chair Johnson's suggestion that each Board member complete two sets of meeting minutes. Mr. Gibbons agreed to work with Ms. Ackerman to assign meeting minutes to each Board member and to create a template for the Board to work from

Discussion of the ARPA Funding Plan

Ms. Lafleur reviewed the ARPA funding the Town had received and the two forums held in September 2021 and January 2022. Ms. Lafleur also reviewed the ARPA Funding Plan she had included in the Select Board meeting packet and noted that the federal government had encouraged communities of less than 50,000 in population and that had received less than \$10,000,000, to consider the ARPA funds as lost revenue. Ms. Lafleur also noted that the Board had strongly encouraged that ARPA funds be allocated inside of the budget process, but as the Fiscal Year 2023 budget process had already been completed, that they would consider allocating funds to some projects outside of the budget process for the upcoming fiscal year.

Ms. Lafleur reviewed the spending plan for Fiscal Year 2022 included in the meeting packet and highlighted the hazard pay, as it had not been previously discussed in depth. The Board discussed the concept and felt that it was important to compensate those eligible for hazard pay as close to the event as is feasible. The Board and Ms. Lafleur also discussed employee eligibility for hazard pay, and that the Town was making efforts to fairly compensate each employee. Ms. Hartman suggested that Fiscal Year 2023 appropriations be discussed with the Finance Committee. The possible Fiscal Year 2022 Allocations of ARPA funds included:

- \$400,000 for Lost Revenue/Parking Meter Receipts
- \$100,000 for the Trolley Demonstration Project
- \$300,000 for Premium/Hazard Pay

Sergeant Luke Rennie, of the Concord Police Department and Vice President of the Police Union, presented the E-Board for the Police Union, Officer Greg Mailloux, Officer John O'Connor, and Officer Joshua Bordenca. Sergeant Rennie explained the strains placed on the Police Department throughout the pandemic, noting that their positions were not ones where they could work from home. Sergeant Rennie stated that many officers, and their family members, were infected with COVID-19, that they worked many overtime shifts to ensure that the Town was kept safe, and that they would continue to serve the Town with distinction. Sergeant Rennie thanked the Board for their consideration of the hazard pay outlined in the memo provided by Ms. Lafleur.

Brett Mills, Firefighter and President of the Local 1942 Concord Professional Firefighters, introduced his E-Board, Jimmy Foley, Eric Kempf, and Brendan Lyons, and James Mazzola. Firefighter Mills explained the added responsibilities placed on the Fire Department including testing and vaccinating residents and Town staff. Firefighter Mills reiterated Sergeant Rennie's sentiment that many members of Fire Department were infected with COVID-19 and brought that home to their families. Firefighter Mills thanked the Board for their consideration of the hazard pay included as part of Ms. Lafleur's funding plan.

The Board thanked the members of the Police and Fire Departments for their service, and for coming to the meeting to seek the Board's approval.

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The Board and Ms. Lafleur reviewed the proposed ARPA spending for fiscal year 2023, including:

- \$200,000 for transportation initiatives
- \$125,000 for economic development initiatives
- \$30,000 for Affordable housing
- 25,000 for a cell service study
- \$20,000 for cultural arts

The Board had several questions regarding the \$30,000 funding for Affordable Housing, noting that the item description included in the Select Board meeting packet was very similar to the Housing Production Plan.

Keith Bergman, of 56 White Avenue and Chair of the Concord Municipal Affordable Housing Trust, thanked Ms. Lafleur for including Affordable housing initiatives in her funding proposal. Mr. Bergman voiced concerns that the Junction Village building permits may not be issued by next spring, which would bring the cause the Town to lose Safe Harbor from future 40B development. Mr. Bergman stated that the Town may be 8-20 units short of the 10% Safe Harbor threshold. Mr. Bergman and the Board also discussed the Housing Production Plan.

Discussion of FY23 Town Manager Goals

Chair Johnson stated that the recently signed Town Manager contract called for finalizing the Town Manager goals for the fiscal year by July 15. Chair Johnson added that, by mutual agreement, the deadline for that finalization could be extended. Chair Johnson stated that he would prefer the goals to be crafted in a SMART fashion, which stands for Specific, Measurable, Achievable, Relevant, and Time-Bound. Mr. Johnson reviewed the goals document included as part of the meeting packet. Mr. Dane suggested that the document be no more than 2-3 pages. The Board discussed the need to have the Town Manager Goals be aligned with the Select Board Goals, as much as possible. Chair Johnson encouraged the Board to review the goals document and to provide feedback directly to the Town Manager, for consideration at their next meeting.

Committee Nominations

Joshua Lee, of 65 Everett Street, to the Diversity, Equity, & Inclusion Commission; Anita Tekle, of 260 Virginia Road, to the Concord Local Cultural Council; Pauline C. Reeve of 429 Williams Road to the Concord 2025 Executive Committee; Frederick Ryan of 211 Park Lane to the Concord 2025 Executive Committee

Committee Appointments

Upon a motion duly made and seconded, it was

VOTED: to appoint Lois Suarez, of 34 Everett Street Apt. 10B, to the Pollinator Health Advisory Board for a term to expire April 30, 2025; Rebecca Lemaitre, of 3 Abbott Lane Unit 7, to the Concord Historical Commission for a term to expire April 30, 2025; Mary-Wren Vanderwilden, of 158 Simon Willard Road, to the Library Committee for a term to expire April 30, 2025; and to extend Steven Ledoux's recent reappointment as the Minuteman Regional High School Representative from a term ending 4/30/2025 to a term ending 6/30/2025 to be consistent with the terms of the Minuteman Regional High School Agreement

**Town of Concord
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Roll Call Vote

Mr. Dane: Aye
Ms. Escobedo: Aye
Ms. Hartman: Aye
Mr. Johnson: Aye
Ms. Ackerman: Aye

Select Board Liaison Reports

Ms. Hartman reported that the Municipal Light Board voted to adopt a power cost adjustment, citing the price of natural gas prices rising due to the war in Ukraine.

Chair Johnson reported that the Financial Audit Advisory met and reviewed the management letters for the Town and School district. He added that the Town would be engaging the same audit firm to conduct the financial audits for the next three years. Chair Johnson also reported on a School Committee meeting where the group discussed the assessment process for students in grades K-12, and noted they voted to change the Superintendents evaluation process from annually to bi-annually. Chair Johnson further reported that the DEI Commission had approved their letter to the schools regarding the concerns of METCO parents.

Ms. Escobedo reported that the MMA webinar on insurance risk and found it helpful as it relates to employee issues. Ms. Escobedo also reported that the Concord Municipal Affordable Housing Trust would be meeting later that week. She added that the Community Preservation Committee held their first information meeting and noted that there were no applicants in attendance and stated that there would be another information meeting in August.

Mr. Dane reported that he and Ms. Hartman were following up on litigation in another community that could have ramifications for residents of White Pond and the White Pond Advisory Committee in relation to septic systems that pollute bodies of water. Mr. Dane also reported that the Concord 2025 Executive Committee had met, had coordinated with surrounding communities and organizations, and had over 50 volunteers for various subcommittees.

Mr. Hartman reported that she had brought up changing the charge of the White Pond Advisory Committee at their last meeting.

Ms. Ackerman reported that she attended the Board of Health meeting where they discussed the 2229 Main Street report presented to the Select Board that evening.

Correspondence

There was none.

Public Comment

There was none.

Adjourn

Upon a motion duly made and seconded, it was UNANIMOUSLY

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VOTED: to adjourn.

Meeting Materials: <https://concordma.gov/DocumentCenter/View/37218/Select-Board-Meeting-Packet-June-27-2022>

Minuteman Media Network Coverage:

<https://www.youtube.com/watch?v=z9as9Muuzq0&list=PL1TTzrWEKOOkHKXNLQprEz0f0ofHYKj8-&index=1>

**Town of Concord
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June 30, 2022**

Pursuant to a notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting in the Second Floor Meeting Room on June 30, 2022 at 5:30pm.

Present were Matthew Johnson; Chair, Terri Ackerman; Clerk; Henry Dane, Linda Escobedo, and Mary Hartman. Also present was Kerry Lafleur, Town Manager.

Call to Order

Chair Johnson called the meeting to order at 5:30 p.m.

Swear in the Town Manager Pursuant to Section 5 of the Town Charter

Chair Johnson explained that pursuant to Section 5 of the Town Charter, Ms. Lafleur must officially be sworn in as Town Manager. Chair Johnson offered the Board's congratulations to Ms. Lafleur and noted the Board's excitement at continuing to work collaboratively with her.

Kaari Tari, the Town Clerk, swore in Kerry A. Lafleur, as the next Town Manager of the Town of Concord.

Adjourn

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

Meeting Materials: https://concordma.gov/AgendaCenter/ViewFile/Agenda/_06302022-9830

Town of Concord

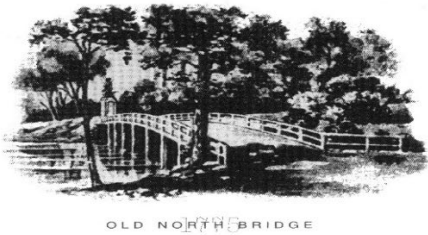
SELECT BOARD'S OFFICE

Memorandum

DATE: July 21, 2022
TO: Concord Select Board
FROM: Michael Gibbons, Senior Administrative Assistant
SUBJECT: Requested License

The following applicant is seeking a Tourist Guide License. The applicant has fulfilled the requirements and paid the requisite fees. I recommend the Select Board grant a license to the below applicant:

- Joseph Palumbo



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

July 25, 2022

Re: Reformatory Branch Trail – Annual Town Meeting 2022 Article 47

To Whom It May Concern,

This letter is written to acknowledge the clear majority vote taken by the Annual Town Meeting 2022 to “Preserve Concord’s Reformatory Branch Trail” and to affirm the Town’s intent to manage and maintain the trail in a manner that preserves to the greatest extent possible the existing natural characteristics of the trail.

The Town of Concord is the owner of the former Reformatory Branch right-of-way, which serves multiple purposes in the community. Annual Town Meeting 2022 raised public awareness of this corridor as a valued green space for walking and observing nature, as a connection from Concord Center to the Bedford town line used by cyclists, and as an easement for the sewer infrastructure connecting to the Wastewater Treatment Plant at 509 Bedford Street. As such, various town agencies, boards, and committees (Public Works, Natural Resources, Select Board) have purview over the ongoing use and maintenance of the right-of-way.

The Town of Concord recommends, to the owners of the various portions of the Reformatory Branch Trail in Concord and to the individuals and entities and all other parties responsible for the care thereof, that the Trail continue to be a maintained in an unpaved natural condition for walking, hiking, jogging, dog walking, nature immersion, nature observation, photography, and cycling; and that any future changes made to drainage, to features affecting individuals with reduced mobility, or to other aspects of the Trail, be done in a way that causes the least injury possible to existing trees, does not clear-cut trees to make the trail wider, and preserves to the greatest extent possible the existing natural characteristics of the Trail.

The right-of-way traverses through rare species habitat which is a critical resource for state-listed rare species. Ongoing maintenance needs to be done in such a way that will preserve and protect this habitat and the rare species that inhabit the area. Absent specific permission from the Town of Concord, no connections from abutting private property to the Reformatory Branch Trail are authorized.

“Preservation of the Concord Reformatory Branch Trail” is not intended to preclude improvements to drainage, to repairs or upgrades of the wastewater infrastructure, or improvements to the trail that will benefit individuals with reduced mobility. The intention is to focus on the least impactful approach, that will allow for the continued enjoyment by the public of an unpaved right-of-way for walking, hiking, jogging, dog-walking, nature immersion and observation, photography, and cycling. Further, such maintenance or improvements will be done in a way that causes the least injury to existing trees, does not clear-cut trees to make the trail wider, and preserves to the extent possible the existing natural characteristics of the right-of-way.

Sincerely,

Matthew Johnson, Chair
Concord Select Board



Operational Status Reports & Departmental Updates

For the Week Ending July 15, 2022

Town Manager and General Government

The Town Manager's Office and the Town Clerk's Office have been monitoring Beacon Hill's re-authorization of Concord's boards and committees to meet virtually. On Thursday afternoon, the House and Senate passed legislation extending key pandemic-era accommodations, including remote meeting authorizations, to March 31, 2023. Once the Governor signs the bill, cities and towns will retain the option to hold public meetings remotely, following the same guidelines that have been in place since the COVID public health emergency was first declared in March of 2020.

Until the bill is signed, all Concord boards, committees, and commissions must meet in a physical location, have a majority of members meet there in person, and have the chair present at the physical meeting location. Hybrid meetings are allowed and the Town will continue to Zoom record, broadcast, and publish all public board and committee meetings. The public will be allowed to attend in person or via zoom.

Police Department

Activity Log July 7 – July 13

Log items	735
Traffic Enforcement	64
Motor Vehicle Stops	106
Arrests	2

- On Monday July 11, the Department began its second **Youth Police Academy**. District Attorney Marian Ryan visited the department, and spoke with the participants of the youth academy. Sergeant Manchuso and School Resource Officers Paladino and Rodriguez provided a structured week for the participants, who were provided an experience to see what a day in the life of a Police officer entails. There were over twenty participants who attended the youth academy. Each student has an enjoyable week, experiencing demonstrations of equipment with our officers, as well as touring the district court and State Police horse barn.



- Chief O'Connor and his command staff attended the **Select Board meeting on Monday July 11**, providing an **overview of the department**, calls for service, new State certification processes, as well as recent department accreditation and investigations.

Public Works and Engineering

- **CPW Fleet Upgrade:** Concord Public Works took receipt of a new 2022 Elgin Street Sweeper. The sweeper will be used to provide cleaning services of public roadways and parking lots. Sweeping and cleaning of roadways not only removes sand, leaves and other debris that if left in the roadway that would otherwise clog storm water infrastructure but it mitigates hazards to motor vehicles or bicyclists traveling along the roadway. Employees participated in training provided by the vendor, CN Wood Co. of Woburn, MA.
- **Nagog Pond Treatment Design:** As drinking water regulations continue to evolve and with the cost for treatment escalating, staff are evaluating how Nagog Pond treatment goals fit into Concord's long-range plan. Recognizing that Concord's needs may impact water service interests along the Rt2A corridor in Acton, Concord has reached out to the Town of Acton and Acton Water District to ensure mutual needs and interests are appropriately identified and accommodated.
- **Drought Awareness:** As temperatures rise and drought conditions continue to persist across the region, Nagog Pond was activated for seasonal use. The Water Division continues to encourage continued compliance with the town's voluntary water use restrictions limiting outdoor water use to one day per week.
- **Commonwealth Avenue** - National Grid has submitted their revised traffic management plan based on the review by Concord Police and Public Works. A meeting with project abutters will be scheduled to discuss the schedule for construction and the impacts to the area. Nashoba Brook Bakery has scheduled the construction of utility service connections related to their expansion.
- **Hubbard Street** – Paving of sidewalks with the first course of asphalt has been occurring for the past few days. The final paving of sidewalks will follow.
- **Roadway Improvement Project** – The contractor, All States Materials has been adjusting roadway castings (frames and covers) on Barrett's Mill Rd, Hildreth Ln, Farmer's Cliff Rd and Annursnac Hill Rd in preparation for the application of asphalt rubber chip seal finish layer on these streets. Motorists are asked to be cautious in navigating these areas.
- **Right-of-way Permits** – Since the opening of the construction season in April this year, the Engineering Division has processed 93 permits related to work within the public right-of-way and on driveways.
- **Culvert and Bridge Assessment** – The consultant, Wright-Pierce has completed the inspection of the Town-owned bridges and about 25 percent of the Town-owned drainage culverts.



Department of Planning & Land Management

Economic Vitality & Tourism Division

- The Town did a soft launch of the **Concord Trolley** on July 2 to make sure the everything was running smoothly, and drivers felt comfortable on the route. In the first week we had 30 riders, and this was before

starting the marketing campaign. We are encouraged by the level of marketing web traffic so far and the number of calls we have received. There has also been very positive feedback from the historic sites. Early usage has been seen from commuter rail users and visitors who are planning trips based on using it. A web-based app has been created to help people learn of other points of interest near the trolley stops and is live! Scan the green QR code to check it out.

Health Division

White Pond update - Water sampling conducted July 12 shows cyanobacteria and microcystin toxin results below state beach closure limits. The pond remains at Swim at Your Own Risk, due to the possibility that small wind-blown visible blooms and scums may accumulate temporarily at areas along the shoreline. These should be avoided when encountered. A Pet Advisory is also posted.

Water samples this week show an increase of Bloom Forming Colonies (BFC), which indicates that the whole lake may show a visible bloom in the near future. Water sampling will continue weekly to monitor cyanobacterial populations in the pond.

Human Services

Community Services

This summer marks the 8th year that Concord's Community Services will be running a **Back-to-School Backpack Drive** to distribute backpacks filled with school supplies to Concord families in need. Donations of NEW backpacks and school supplies for students of any age would be greatly appreciated! You may drop off a donation at one of the boxes located at: Town Hall, 55 Church Street in West Concord, the Beede Center, the downtown Public Library's Sudbury Road entrance, or the Concord-Carlisle Community Chest. Backpack Drive runs through August 21st. For more information, contact Bonny Wilbur, Community Services Coordinator, bwilbur@concordma.gov or tel. 978-318-3034.

Recreation

- **Events**
 - The Recreation Department will host a community event on August 18 at White Pond beach, 7:15-8:30 p.m. More details to come.
 - The Summer Concert Series at Rideout Park continues. Concerts will run Thursday nights 6:00-9:00P 7/14/, 7/21, 7/28.
- **Programming**
 - Emerson Pool is now open for use and memberships can be purchased for \$75.
 - Enrollment for After School for the Fall is robust. There are waitlists for every day, except Friday at all sites. Carousel Preschool enrollment is still slow as it typically is this time of year.
 - Carousel Preschool and Afterschool Programs will be participating in the Family Trees at the Concord Museum. The preschool chose the book *Memory Jars* and will be working with the Council on Aging to design the tree. The Afterschool Program chose the book *If I Build a House*.
 - A new, outdoor basketball program for Concord youth is running this summer through August.
- **Administrative update**
 - The next Recreation Commission meeting is on July 19, 2022 at 9:30 a.m. at White Pond
 - The Beede Center General Manager position is posted and applications will be accepted through July 20.
 - Jobs are posted for the 2022-2023 School Year.

- The RFP for the Recreation Facilities Strategic Plan Consultant is complete and hope to get it sent out and posted in the next week.

Minuteman Media Network

Thoreau Society Coverage: MMN had a great week working with the Thoreau Society, providing coverage of their events in support for the public to have the opportunity to view them on Zoom.



Wj

Jane Goodall accepting the Henry David Thoreau Prize in Literary Excellence in nature Writing.



Jesse Paris Smith with Alana Amram at the Umbrella Arts Center.



Kora musician John at the Robbins House

Municipal Broadband

The monthly **municipal broadband report** is linked [here](#).

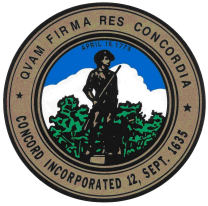
Library Program Highlights

- The Library’s “Concerts on the Lawn” series is off to a great start. Rockabye Beats drew a crowd of about 70 people on July 7th. The Library will be hosting the acoustic folk-rock duo, Knock on Wood, on July 14th and then welcoming Pete Kilpatrick on July 21st. Concerts are Thursdays at 7pm on the Main Library’s front lawn.
- The Summer Shakespeare on the Lawn returns this year with the Concord Players presenting an abridged version of Pericles, Prince of Tyre. Performances are on the front lawn of the Main Library on July 23, 24, 30 and 31 from 5pm to 6:30pm. Bring a lawn chair, snack or non-alcoholic beverage and enjoy this Shakespearean fairy tale.
- The library is providing free, low-pressure opportunities to practice English at Fowler Library during the Conversation Circle for English Language Learners on Mondays at 2pm. The first session kicks off next week on July 18th. Registration is required. See the library’s events calendar for more information.
- The popular “Films at Fowler” series will run this summer from June 8 to August 17 with the theme Breaking Boundaries. All six movies in this summer series are about going beyond the status quo and challenging limits and expectations. Watch films on Kanopy at your leisure and join the group discussions on Zoom. Check the library’s events calendar for more information and to register. This program is sponsored by the Friends of the Concord Free Public Library.



Library-Wide Initiatives

The Concord Free Public Library is now a member of the [Sustainable Libraries Initiative \(SLI\)](#) and their Certification Program! Their [July 2022 Newsletter](#) highlighted the Concord Free Public Library Corporation's [Sustainability Plan 2021-2025](#). The Concord Free Public Library Corporation envisions the Library as a model of sustainability and climate action. The Plan outlines the necessary steps for assessing, planning, and implementing a series of collaborative actions across operations and programming between 2021 and 2026 and establishes the aspirational goal of carbon neutrality by 2030.



TOWN OF CONCORD

Office of the Town Manager

Operational Status Reports & Departmental Updates

For the Week Ending July 22, 2022

Town Manager and General Government

- On Thursday, July 21 the **Personnel Board** approved a number of classification recommendations: Chief Technology Officer, Broadband Manager (changed from Telecommunications Director), Environmental Services Coordinator, Senior Planner and Administrative Assistant (Finance). In addition to the classification actions, the Personnel Board received an update about the Classification and Compensation Study and discussed the upcoming Joint Meeting that is scheduled with the Personnel Task Force. The Board will be establishing a regular monthly meeting schedule for future meetings.
- GovHR USA was selected as the vendor for the Town's **Classification & Compensation Study**. GovHR has experience with hundreds of municipalities. The project includes a market survey of 50 non-union "benchmarked" positions with 12 comparable communities, and a review of the Town's Classification System and Non-Union Pay Plans. Two vendor proposals were received and thoroughly reviewed and ranked by a five-member selection committee that included Personnel Board Chair Bill Mrachek. Special thanks to Administrative Projects Manager Chris Carmody and Budget and Purchasing Director Jon Harris who worked with HR Director Amy Foley and Kellie Hebert to finalize the selection process by the close of FY22. Once underway, the project should take about 5-6 months with findings to be included with the FY24 budget planning process. While unionized positions are not directly included, the project represents a key initiative for our municipal workforce. A final report will review our employee benefits offerings and key recommendations to help attract, retain and support our employees. An employee presentation and Kick-Off Meetings with GovHR will be scheduled soon for employees ask questions and hear about next steps. For more questions, contact Kellie Hebert at 978-318-3013.
- This week, staff from the Town Manager's Office discussed ideas to help make **agenda preparation and board meeting management** more efficient with automated agenda management software. Staff arranged an online demonstration of one product by eScript. Agenda software can help promote efficiencies around meeting processes and allows multiple administrators to digitally create and manage public meetings for staff, elected officials, and the public. Some initial project objectives were discussed: to improve staff efficiency with automated workflow and approval processes; to reduce unnecessary time and paper waste produced by a traditional paper-based meeting packets or copies; and, to streamline agenda-setting procedures and enhance workflows for meeting logistics and communications. Next steps include convening a working group to further develop project goals and scope, identify system requirements and to consider an implementation plan, in order to inform the product evaluation process when comparing vendors.

Public Safety

Police Department

Activity Log July 7 – July 13

Log items	731
Traffic Enforcement	56
Motor Vehicle Stops	108
Arrests	1

- **Personnel update:** The Department is pleased to report that an offer to a police officer candidate has been extended and accepted. The background investigation is underway by our detectives.
- The **Department Honor Guard** participated in opening ceremonies for the NASCAR races at the Loudon, NH Raceway.
- On Wednesday July 20, the department conducted training for officers on a new device, the **BOLA Wrap**, designed to assist with actively resistant subjects. The device is designed to restrain an individual from 10 to 25 feet away, with less risk than other less-than-lethal devices. The wrap helps to reduce injuries to both individuals and police officers, by reducing the need for officers to engage in physical struggles.
- Both **School Resource Officers (SRO)** attended a school threat assessment training.

Fire Department

- **Personnel update:** Newly hired Firefighter Benjamin Lewis, shown being sworn in, started with us earlier this month. Ben was most recently a full-time firefighter in the Town of Oxford. Ben will be in a training assignment for several weeks and then assigned to a shift.
- **Call for service:** The fire department responded to 99 calls for service during the week.
- **Fire Prevention:** Fire prevention staff conducted their first ever inspection of an energy storage system in a home. The system using 48 solar panels is rated for 40kw. Another inspection of interest this week was at a home being newly constructed. The 12,000 square foot home will be heated by radiant floor heat – seven miles of tubing is needed for that system. Other inspections included numerous residential real estate transaction inspections.



Public Works and Engineering

- **Minuteman Hazardous Household Product Facility** - Highway & Grounds staff assisted in the coordination and staffing of the Hazardous Waste event at the Lexington DPW site on July 16. As the town is a member community, there is a commitment to help run the event once a year. A

total of 342 cars participated, 15 being from Concord. A total of 70 residents from Concord have participated since April. This event is held monthly, April through November. Residents can dispose of hazardous waste such as paint thinner, gasoline, oils, antifreeze and other “hard to dispose of” items. Residents can find additional information on our website: <https://concordma.gov/466/Hazardous-Waste-Collection-Events>

- **Flashing Beacons on Old Marlborough Rd** – Residents reported that the flashers at the BFRT crossing are not working. The maintenance contractor determined that certain parts need to be replaced and has ordered the parts.
- **Hubbard Street Construction** – Adjustment of road manhole covers and drainage grates will start on Monday for the preparation of final paving of the street.
- **Roadway Improvement Project** – The contractor, All States Materials has completed the adjustments of roadway castings (frames and covers) on Barrett’s Mill Rd, Hildreth Ln, Farmer’s Cliff Rd and Annursnac Hill Rd in preparation for the application of asphalt rubber chip seal on July 26 and 27.
- **Right-of-way Permit Inspections** – CPW performed inspection on construction related to utility work on Commonwealth Ave for Nashoba Bakery and on Conant St and Elsinore St for National Grid.

Department of Planning & Land Management

Natural Resources Division

- **Water Chestnut Harvesting:** Town of Concord water chestnut harvesting began this week on the Sudbury River and Fairhaven Bay, an annual tradition since the early 2000’s. Natural Resources staff are continuing the multi-year effort in collaboration with the Town of Lincoln, Concord Land Conservation Trust, and OARS. Two days of harvesting on the Sudbury River are complete, with Concord staff pulling over 30 bushels of water chestnut and helping to eliminate visible water chestnut in Fairhaven Bay. At least one more day is scheduled for this Friday, July 22 on the Sudbury River and various other days at Macone Pond, Hutchins Pond, and Warner’s Pond.
- **White Pond Slope Restoration Signage:** Conservation Crew sign routing has continued into this year with the early summer’s focus on restoration area signage. Ten wooden restoration signs were routed, primed, and painted for installation at White Pond to complement the 2019 slope restoration project. Additional new property signs are also scheduled for this year. Sign routing, priming, painting, and installation are done by Natural Resources staff and volunteers.



Economic Vitality & Tourism Division

- Over the weekend, one of the town’s new adaptive bikes was heavily vandalized at the bike share location in West Concord. Our TOC facilities team is bringing it back to the Visitor Center, our

bike mechanic has ordered new parts, and a police report is being filed. The bike share, since its launch in April, has doubled in both ridership and revenue each month which makes this occurrence even harder to understand. The adaptive bikes will now remain at the Concord Visitor Center for better monitoring until an alternative can be identified.

- The Visitor Center's newest tour guides, have completed their training and are now leading tours, giving us a total of 9 tour guides and 8 desk staff.
- Visitation continues to skyrocket with international visitors. Despite travel challenges, we have greeted visitors from Germany, Israel, the Netherlands, Ireland and England in just the past 7 days.



- The next large Chamber of Commerce and Town partnership is the [Summer Sidewalk Celebration](#) on August 6 in all Concord retail centers. A band will play on Walden Street, and many Town departments and Committees, non-profits groups and other non-brick-and-mortar stores, will set up to showcase what they offer.

Planning Division

- **BFRT 2B – Bridge over Route 2:** Town staff from Acton and Concord met with MDOT representatives at the northern bridge abutment to discuss potential resolution of the fencing/screening along the State Police horse barn site. After considering various options prepared by the design consultant and working with representatives from the State Mounted Police Unit, the contract will be amended to install an 8-foot-high cedar fence along the rail trail located immediately adjacent to the 2-foot stone dust shoulder for approximately 1000 feet (along the property line of the State Police horse barn and paddock site). This revision was acceptable to both Acton and Concord staff, given the concerns of the State Police.



Building Inspections Division

- Since July 11, the Building Inspections Division has issued 35 building permits, 36 electrical permits, 18 plumbing permits and 11 gas permits.
- The Building Inspections Division has also received Zoning Board of Appeals applications for The Centennial Arts Center at Concord Academy and the new Concord Middle School.

Health Division

Administrative:

- The Emerson Hospital Contract is under review.
- Mojin contract is finalized.

- First round of interviews completed and second round interviews for the environmental health inspector is underway

Inspections:

- Summer Camp inspection and support, onsite wastewater reviews and support ongoing.
- White pond monitoring and education continues.

Reporting:

- Investigation into one food borne illness case is closed, and one is on ongoing.
- COVID Case update (below):

Confirmed and probable COVID Cases July 1-July 7, 2022

Source: Massachusetts Virtual Epidemiologic Network (MAVEN)

	<18 years	>18 years	Total
Lincoln	0	3	3
Carlisle	1	3	4
Concord	3	17	20

- **Confirmed and probable COVID Cases July 8-July 14, 2022**

- *Source: Massachusetts Virtual Epidemiologic Network (MAVEN)*

	<18 years	>18 years	Total
Lincoln	0	5	5
Carlisle	5	10	15
Concord	3	12	15

- **Confirmed and probable COVID Cases July 15-July 21, 2022**

- *Source: Massachusetts Virtual Epidemiologic Network (MAVEN)*

	<18 years	>18 years	Total
Lincoln	1	5	6
Carlisle	0	8	8
Concord	2	13	15

Equipment

- Completing equipment tagging and recording the new equipment into our inventory log. In addition, creating a “what’s needed next” list for the new cameras.
- Configuring the new computers with the necessary software in order to deploy.

Production

- Will be working with IT to reconfigure our firewall to allow the new encoder to receive video from the internet. This will allow us to send a live video feed from anywhere back to the studio. (an example: a live feed from the 250th event in Concord!)
- Reconfigured the Select Board room to show the Zoom meeting participants on all 3 screens. For use during zoom meetings held in the Select Board room.

Inter-community support

- Working with the Carlisle Town Administrator on a quote to completely replace the video equipment in the Carlisle Town Hall. Quoting is done, ready to place a PO.
- Working with the School IT team to replace most of the video equipment at the Ripley Building conference room 4. They should be ready to do the install shortly.

NEW LICENSE

To apply for an alcoholic beverages retail license, you will need the following:

- **\$200 Fee** paid online through our online payment link: **ABCC PAYMENT WEBSITE**
- **Monetary Transmittal Form**
- **New Retail Application**
- **Manager Application**
- **Vote of the Entity**
- **Business Structure Documents**
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Proof of Citizenship** for the proposed Manager of Record.
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Abutter's Notification**
- **Advertisement**
- **Additional information, if necessary, utilizing the formats provided and or any affidavits.**
- **Management Agreement**, if applicable, requires the following:
 - Management Agreement Application
 - Management Agreement
 - Vote of the Entity
 - CORI Forms for all listed in Section 11 and attachments

Please Note: You may be requested to submit additional supporting documentation if necessary.

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 #: 18909f82-b8ba-4704-88d2-5d2276d9d11d

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	West Village Tavern	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

Date Paid: 4/4/2022 3:57:29 PM EDT

Payment On Behalf Of

License Number or Business Name:
West Village Tavern

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Richard

Last Name:
Abbott

Address:
13

City:
West Concord

State:
MA

Zip Code:
01742

Email Address:
westvillagetavern@gmail.com

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Limited Liability Company Certificate of Organization (General Laws Chapter 156C, Section 12)

Federal Identification No.: 874731113

(1) The exact name of the limited liability company:

west concord tavern, llc

(2) The street address of the office in the commonwealth at which its records will be maintained:

3 Marvin Road Wellesley, MA 02482

(3) The general character of the business:

Restaurant/Hospitality

(4) Latest date of dissolution, if specified: _____

(5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

Frank A Santo

3 Marvin Road Wellesley, MA 02482

(6) The name and business address, if different from office location, of each manager, if any:

NAME

ADDRESS

West Village Tavern

13 Commonwealth Ave Concord, MA 01742

- (7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers:

NAME

ADDRESS

Rich Abbott

43 Oriole Drive Andover, MA 01810

- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

ADDRESS

- (9) Additional matters:

Signed by *(by at least one authorized signatory)*: _____

Consent of resident agent:

I _____,
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

**or attach resident agent's consent hereto.*

COMMONWEALTH OF MASSACHUSETTS

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

Limited Liability Company Certificate
(General Laws Chapter 156C, Section 12)

I hereby certify that upon examination of this limited liability company certificate, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said application; and the filing fee in the amount of \$ _____ having been paid, said application is deemed to have been filed with me this

_____ day of _____, 20 _____, at _____ a.m./p.m.
time

Effective date: _____

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Filing fee: \$500

TO BE FILLED IN BY LIMITED LIABILITY COMPANY
Contact Information:

Telephone: _____

Email: _____

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.



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](#)

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):

- | | | | |
|--|---|---|---|
| <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 |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:

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



**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="On-Premises-12"/>	<input type="text" value="§12 Restaurant"/>	<input type="text" value="All Alcoholic 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: Number of Entrances: Seating Capacity:

Number of Floors: Number of Exits: Occupancy Number:

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	LLC	Date of Incorporation	2.2022
State of Incorporation	Maryland	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
Frank A Santo	3 Marvin Road Wellesley, MA 02482	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
President	36 %	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Richard Abbott	43 Oriole Drive Andover, MA 01810	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Vice President	34 %	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Thomas Sibley	65 Park Lane Road Concord, MA 01742	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
manager	15 %	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
John Garofalo	51 Coolidge Road Concord, MA 01742	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
manager	15 %	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<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
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<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

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
Frank A Santo	Full Alcohol	Local Kitchen & Drinks Waltham	Waltham, MA
Frank A Santo	Full Alcohol	Local Kitchen & Drinks Wayland	Wayland, MA
Frank A Santo	Full Alcohol	Local Kitchen & Drinks Wellesley	Wellesley, MA

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
Frank A Santo	Full Alcohol	Isabella Bistro	Dedham, MA
Frank A Santo	Full Alcohol	Local Kitchen & Drinks W. Newton	W Newton, MA
Frank A Santo	Full Alcohol	Local Kitchen & Drinks Woburn	Woburn, MA

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

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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	<input type="text"/>
B. Purchase Price for Business Assets	<input type="text"/>
C. Other * (Please specify below)	\$500,000.00
D. Total Cost	\$500,000.00

*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
West Concord Tavern, LLC	\$100,000.00
WC 1238 Main Street, LLC	\$200,000.00
Investor Group (see addendum A)	\$200,000.00
Total	\$500,000.00

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.
			<input type="radio"/> Yes <input 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.

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	Frank A Santo	Date of Birth	[REDACTED]
Residential Address	3 Marvin Road Wellesley, MA 02482		
Email	fasanto@verizon.net	Phone	781.354.7539
Please indicate how many hours per week you intend to be on the licensed premises	35-40		

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
1994	2017	Owner/Operator	Isabella bistro Dedham, MA	owner
2008	present	Owner/Operator	Wellesley Restaurant Group	owner

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 FA SANTO Date 06.01.2022

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

Yes No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<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
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<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
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<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
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

Yes No

If yes, attach an affidavit providing the details of any and all convictions.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, 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

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D 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

11F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes No
- b. Will the licensee retain control of the business finances? Yes No
- c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:
 Title:
 Date:

Management Agreement Entity Officer/LLC Manager

Signature:
 Title:
 Date:

ADDITIONAL INFORMATION

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

APPLICANT'S STATEMENT

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

of West Concord Tavern, LLC
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: FA SANTO

Date: 6.01.2022

Title: President

ENTITY 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):

- 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. dub / 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

"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,

For Corporations ONLY
A true copy attest,

FA SANTO
Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

FA SANTO
(Print Name)

(Print Name)

ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

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.).

Entity Name	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)
<input style="width: 95%;" type="text" value="West Concord Tavern, LLC"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text" value="Frank A Santo"/>	<input style="width: 95%;" type="text" value="3 Marvin Road Wellesley, MA 02482"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%;" type="text" value="President"/>	<input style="width: 95%;" type="text" value="36 %"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text" value="Richard Abbott"/>	<input style="width: 95%;" type="text" value="43 Oriole Drive Andover, MA 01810"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%;" type="text" value="Vice President"/>	<input style="width: 95%;" type="text" value="34 %"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text" value="John Garafolo"/>	<input style="width: 95%;" type="text" value="51 Coolidge Street Concord, MA 01742"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%;" type="text" value="manager"/>	<input style="width: 95%;" type="text" value="4.4 %"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text" value="Thomas Sibley"/>	<input style="width: 95%;" type="text" value="65 Park Lane Concord, MA 01742"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%;" type="text" value="manager"/>	<input style="width: 95%;" type="text" value="4.4 %"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text" value="Sean Ruhmann"/>	<input style="width: 95%;" type="text" value="10 Wood Street Concord, MA 01742"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%;" type="text" value="investor"/>	<input style="width: 95%;" type="text" value="5 %"/>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text" value="James Athanasoulas"/>	<input style="width: 95%;" type="text" value="196 Park Lane Concord, MA 01742"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%;" type="text" value="investor"/>	<input style="width: 95%;" type="text" value="5 %"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text" value="Michael Evanoff"/>	<input style="width: 95%;" type="text" value="9230 Blind Pass Road Sarasota, FLA 34242"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%;" type="text" value="investor"/>	<input style="width: 95%;" type="text" value="5 %"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input checked="" type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above 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

ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

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.).

Entity Name

West Concord Tavern, LLC

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

Name of Principal

Justin Smith

Residential Address

10 Campus Drive Dedham, MA 02026

SSN

DOB

Title and or Position

investor

Percentage of Ownership

4.4 %

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

Christopher Peterson

Residential Address

56 7th Avenue APT 12F New York, NY 10011

SSN

DOB

Title and or Position

investor

Percentage of Ownership

4.4 %

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

Yes No

US Citizen

Yes No

MA Resident

Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

Yes No

US Citizen

Yes No

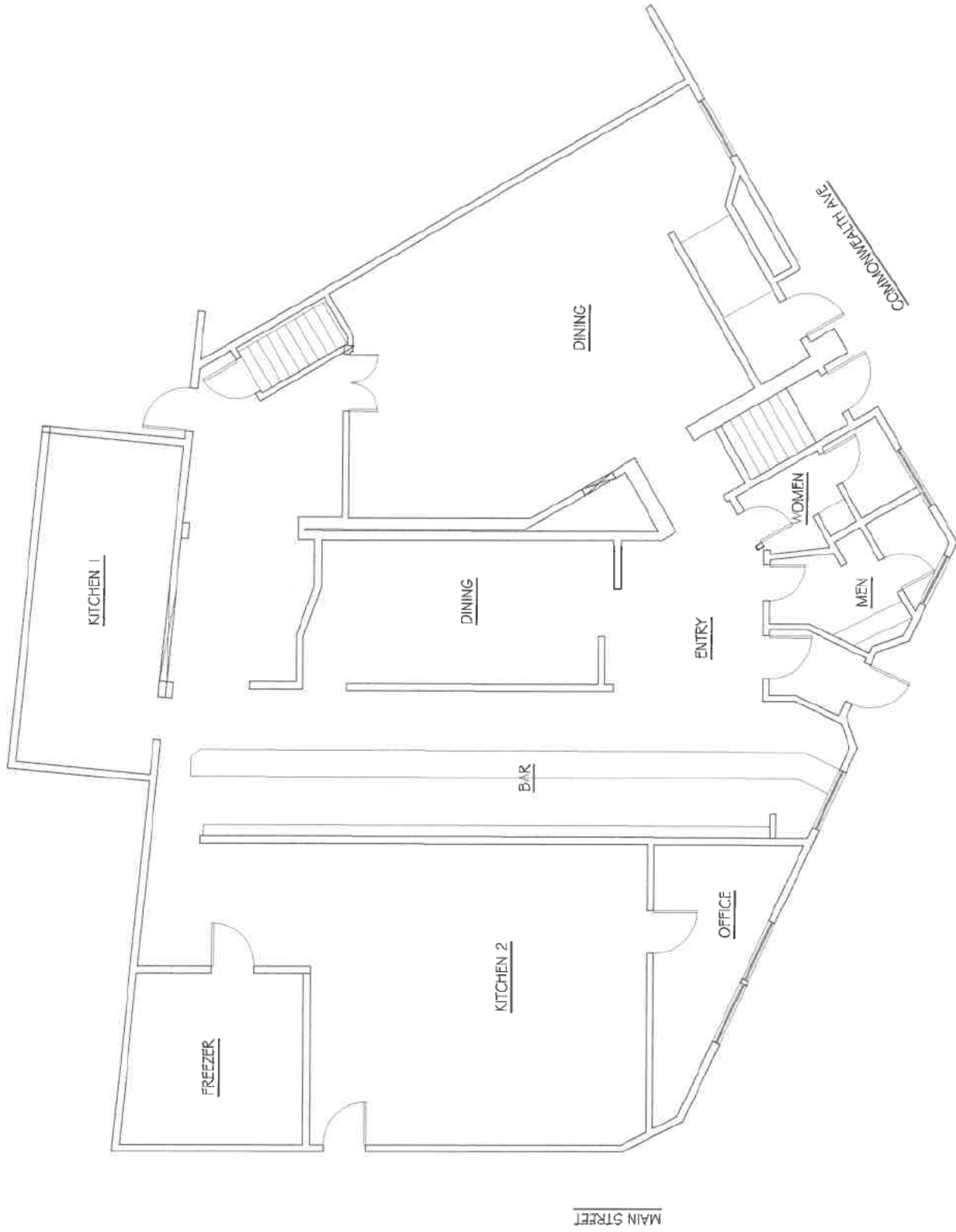
MA Resident

Yes No

CRIMINAL HISTORY

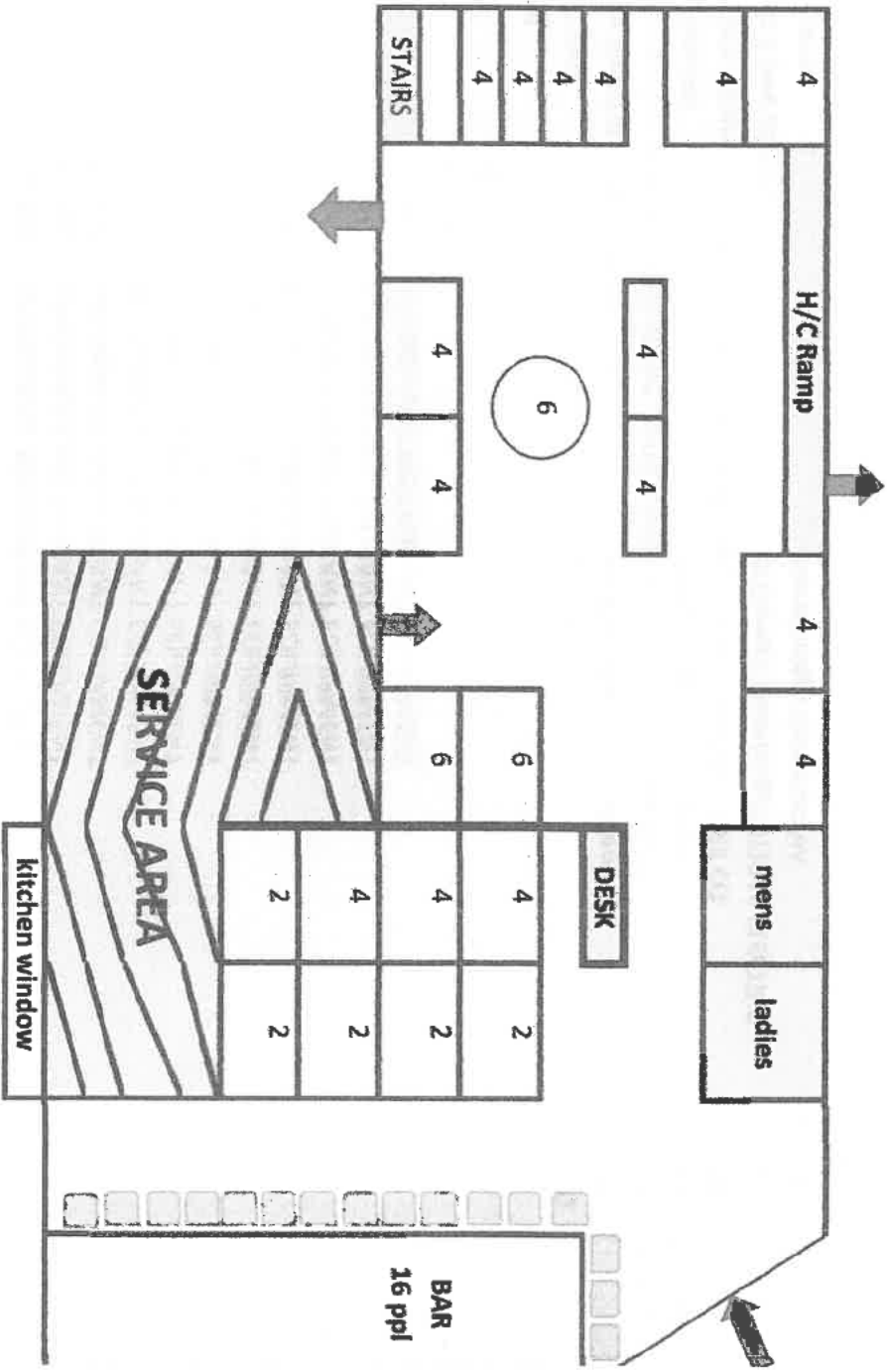
Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

Yes No



FIRST FLOOR PLAN
1/8" = 1'-0"

6 8 10 12 14 16 18 20



WEST CONCORD
floorplan



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services**
200 Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
MASS.GOV/CJIS



SUBJECT INFORMATION

Please complete this section using the information of the person whose CORI you are requesting.
The fields marked with an asterisk (*) are required fields.

* First Name: RICHARD Middle Initial: J

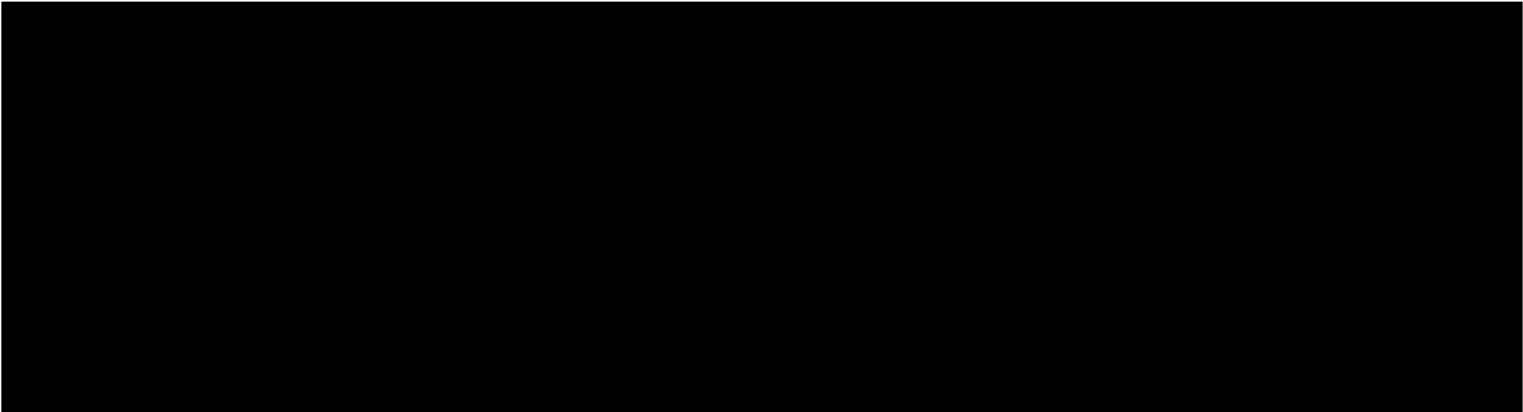
* Last Name: ABBOTT Suffix (Jr., Sr., etc.): _____

Former Last Name 1: _____

Former Last Name 2: _____

Former Last Name 3: _____

Former Last Name 4: _____



Current Address

* Street Address: 43 ORIOLE DRIVE ANDOVER, MA
Apt. # or Suite: N/A *City: ANDOVER *State: MA *Zip: 01810

SUBJECT VERIFICATION

The above information was verified by reviewing the following form(s) of government-issued identification:

Verified by:

RICHARD ABBOTT

Print Name of Verifying Employee

[Signature]

Signature of Verifying Employee

3.18.23

Date



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services 200
Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
MASS.GOV/CJIS**



This form is not to be faxed. Please return form to organization.

**Criminal Offender Record Information (CORI)
Acknowledgement Form**

To be used by organizations using consumer reporting agencies to conduct CORI checks for employment, volunteer, subcontractor, licensing, and housing purposes.

_____ is registered under the
(Organization)
provisions of M.G.L. c.6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing. _____ has authorized
(Organization)
_____ to submit CORI checks
(Consumer Reporting Agency)
to the Massachusetts Department of Criminal Justice Information Services (DCJIS) on its behalf.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to _____
(Consumer Reporting Agency)
to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing _____
(Organization)
with written notice of my intent to withdraw consent to a CORI check. I also understand that this form is a CORI acknowledgement form and I am entitled to additional consumer reporting disclosure forms under the Fair Credit Reporting Act. If I have not received those disclosures, I should contact _____
(Organization)
to request this information.

FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY:

I also understand that the _____, on behalf of
(Consumer Reporting Agency)
_____ may conduct
(Organization)
subsequent CORI checks within one year of the date this Form was signed by me.

By signing below, I provide my consent to a CORI check and affirm that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

Signature of CORI Subject

3.09.22
Date



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services**
200 Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
MASS.GOV/CJIS



SUBJECT INFORMATION

Please complete this section using the information of the person whose CORI you are requesting.
The fields marked with an asterisk (*) are required fields.

* First Name: FRANK Middle Initial: A.
 * Last Name: SANTO Suffix (Jr., Sr., etc.): JR
 Former Last Name 1: _____
 Former Last Name 2: _____
 Former Last Name 3: _____
 Former Last Name 4: _____



Current Address

* Street Address: 3 MARVIN RD
 Apt. # or Suite: _____ *City: Wellesley *State: MA *Zip: 02482

SUBJECT VERIFICATION

The above information was verified by reviewing the following form(s) of government-issued identification:

Verified by:

FRANK A. SANTO JR.
 Print Name of Verifying Employee

[Handwritten Signature]
 Signature of Verifying Employee

5/10/2022
 Date



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services 200
Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
MASS.GOV/CJIS**



This form is not to be faxed. Please return form to organization.

**Criminal Offender Record Information (CORI)
Acknowledgement Form**

To be used by organizations using consumer reporting agencies to conduct CORI checks for employment, volunteer, subcontractor, licensing, and housing purposes.

_____ is registered under the
(Organization)
provisions of M.G.L. c.6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing. _____ has authorized
(Organization)
_____ to submit CORI checks
(Consumer Reporting Agency)
to the Massachusetts Department of Criminal Justice Information Services (DCJIS) on its behalf.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to _____
(Consumer Reporting Agency)
to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing _____
(Organization)
with written notice of my intent to withdraw consent to a CORI check. I also understand that this form is a CORI acknowledgement form and I am entitled to additional consumer reporting disclosure forms under the Fair Credit Reporting Act. If I have not received those disclosures, I should contact _____
(Organization)
to request this information.

FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY:

I also understand that the _____, on behalf of
(Consumer Reporting Agency)
_____ may conduct
(Organization)
subsequent CORI checks within one year of the date this Form was signed by me.

By signing below, I provide my consent to a CORI check and affirm that the information provided on Page 2 of this Acknowledgement Form is true and accurate.



Signature of CORI Subject



Date



THE COMMONWEALTH OF MASSACHUSETTS
 EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
 Department of Criminal Justice Information Services
 200 Arlington Street, Suite 2200, Chelsea, MA 02150
 TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
 MASS.GOV/CJIS



SUBJECT INFORMATION

Please complete this section using the information of the person whose CORI you are requesting.
 The fields marked with an asterisk (*) are required fields.

* First Name: John Middle Initial: _____

* Last Name: Garofalo Suffix (Jr., Sr., etc.): _____

Former Last Name 1: _____

Former Last Name 2: _____

Former Last Name 3: _____

Former Last Name 4: _____

Current Address

* Street Address: 51 Coolidge Rd
 Apt. # or Suite: _____ *City: Concord *State: MA *Zip: 01742

SUBJECT VERIFICATION

The above information was verified by reviewing the following form(s) of government-issued identification:

Drivers License

Verified by:

Mark Prislawa

Print Name of Verifying Employee

[Signature]
 Signature of Verifying Employee

4/26/22

Date



THE COMMONWEALTH OF MASSACHUSETTS
 EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
 Department of Criminal Justice Information Services
 200 Arlington Street, Suite 2200, Chelsea, MA 02150
 TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
 MASS.GOV/CJIS



SUBJECT INFORMATION

Please complete this section using the information of the person whose CORI you are requesting.
 The fields marked with an asterisk (*) are required fields.

* First Name: THOMAS Middle Initial: W.

* Last Name: SIBLEY Suffix (Jr., Sr., etc.): _____

Former Last Name 1: _____

Former Last Name 2: _____

Former Last Name 3: _____

Former Last Name 4: _____

Current Address

* Street Address: 65 PARK LANE

Apt. # or Suite: _____ *City: CONCORD *State: MA *Zip: 01742

SUBJECT VERIFICATION

The above information was verified by reviewing the following form(s) of government-issued identification:

Driver's License

Verified by:

MARC PRISTAWA

Print Name of Verifying Employee

[Signature]

Signature of Verifying Employee

4/26/22

Date



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services

200 Atlantic Street, Suite 2000, Chelsea, MA 02150
TEL: 617-624-2043 FAX: 617-624-5973
MASS.COM/DCJIS



SUBJECT INFORMATION

Please complete this section using the information of the person whose CORI you are requesting.
The fields marked with an asterisk (*) are required fields.

* First Name: Sean Middle Initial: P

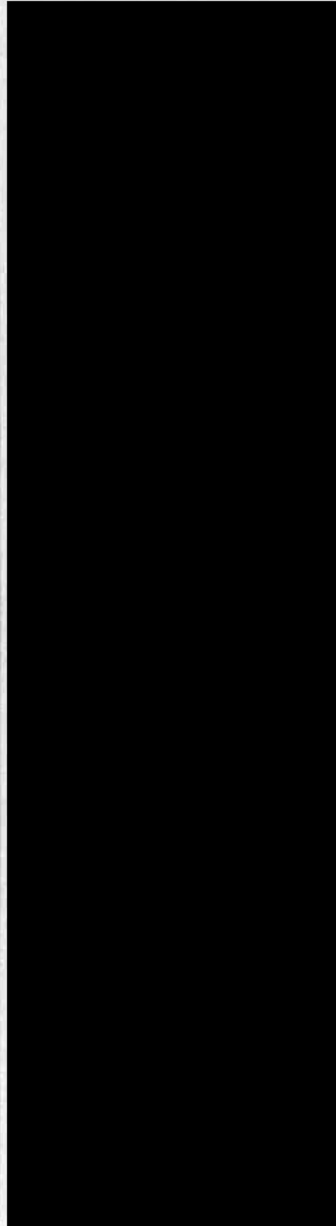
* Last Name: Ruhmann Suffix (Jr., Sr., etc.): _____

Former Last Name 1: _____

Former Last Name 2: _____

Former Last Name 3: _____

Former Last Name 4: _____



Current Address

* Street Address: 10 Wood St

Apt. # or Suite: _____ *City: Concord *State: MA *Zip: 01742

SUBJECT VERIFICATION

The above information was verified by reviewing the following form(s) of government issued identification:

Driver's License

Verified by:

Print Name of Verifying Employee

Signature of Verifying Employee

Date



THE COMMONWEALTH OF MASSACHUSETTS
 EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
 Department of Criminal Justice Information Services
 Attention: Chief of Police, 220, Cambridge, MA 02142
 TEL: 617-420-6966 FAX: 617-420-2513
 This form is not to be faxed. Please return form to organization
Criminal Offender Record Information (CORI)
Acknowledgement Form



To be used by organizations using consumer reporting agencies to conduct CORI checks for employment, volunteer, subcontractor, licensing, and housing purposes.

_____ is registered under the provisions of M.G.L. c. 6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing. _____ has authorized _____ (Organization) to submit CORI checks to the Massachusetts Department of Criminal Justice Information Services (DCJIS) on its behalf.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to _____ (Consumer Reporting Agency) to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing _____ (Organization)

with written notice of my intent to withdraw consent to a CORI check. I also understand that this form is a CORI acknowledgement form and I am entitled to additional consumer reporting disclosure forms under the Fair Credit Reporting Act. If I have not received those disclosures, I should contact _____ (Organization) to request this information.

FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY:
 I also understand that the _____ (Consumer Reporting Agency) on behalf of _____ (Organization) may conduct subsequent CORI checks within one year of the date this form was signed by me.

By signing below, I provide my consent to a CORI check and affirm that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

 Signature of CORI Subject _____

 Date



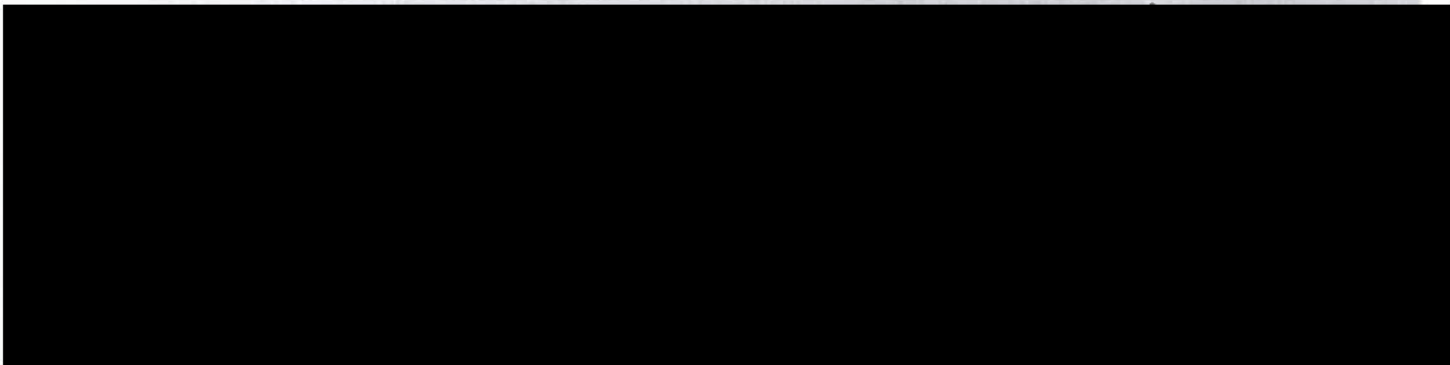
THE COMMONWEALTH OF MASSACHUSETTS
 EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
 Department of Criminal Justice Information Services
 200 Arlington Street, Suite 2200, Chelsea, MA 02150
 TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
 MASS.GOV/CJIS



SUBJECT INFORMATION

Please complete this section using the information of the person whose CORI you are requesting.
The fields marked with an asterisk (*) are required fields.

* First Name: JAMES Middle Initial: S
 * Last Name: ATHANASOULAS Suffix (Jr., Sr., etc.): _____
 Former Last Name 1: _____
 Former Last Name 2: _____
 Former Last Name 3: _____
 Former Last Name 4: _____



Current Address

* Street Address: 196 PARK LANE
 Apt. # or Suite: _____ *City: CONCORD *State: MA *Zip: 01742

SUBJECT VERIFICATION

The above information was verified by reviewing the following form(s) of government-issued identification:

MA LICENSE

Verified by:

Print Name of Verifying Employee

Signature of Verifying Employee

4/27/22
Date



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services 200
 Arlington Street, Suite 2200, Chelsea, MA 02150
 TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
 MASS.GOV/CJIS



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Criminal Offender Record Information (CORI)
Acknowledgement Form

To be used by organizations using consumer reporting agencies to conduct CORI checks for employment, volunteer, subcontractor, licensing, and housing purposes.

_____ is registered under the

 (Organization)
 provisions of M.G.L. c.6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing. _____ has authorized

 (Organization)
 _____ to submit CORI checks

 (Consumer Reporting Agency)
 to the Massachusetts Department of Criminal Justice Information Services (DCJIS) on its behalf.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to _____

 (Consumer Reporting Agency)

to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing _____

 (Organization)

with written notice of my intent to withdraw consent to a CORI check. I also understand that this form is a CORI acknowledgement form and I am entitled to additional consumer reporting disclosure forms under the Fair Credit Reporting Act. If I have not received those disclosures, I should contact _____

 (Organization)

to request this information.

FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY:

I also understand that the _____, on behalf of

 (Consumer Reporting Agency)
 _____ may conduct

 (Organization)
 subsequent CORI checks within one year of the date this Form was signed by me.

By signing below, I provide my consent to a CORI check and affirm that the information provided on Page 2 of this Acknowledgement Form is true and accurate.



 Signature of CORI Subject

4/27/22

 Date



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services**
200 Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
MASS.GOV/CJIS



SUBJECT INFORMATION

Please complete this section using the information of the person whose CORI you are requesting.
The fields marked with an asterisk (*) are required fields.

* First Name: Michael Middle Initial: A

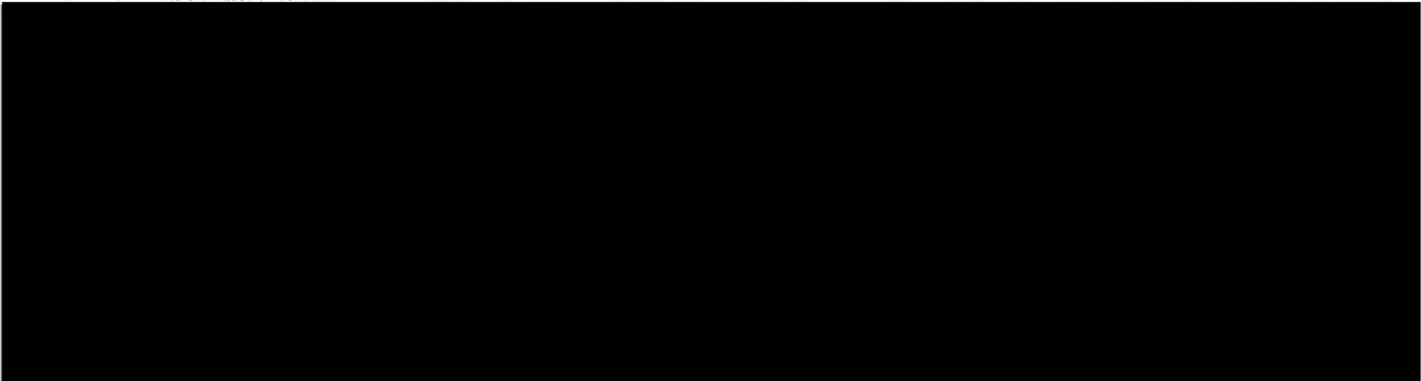
* Last Name: Evanoff Suffix (Jr., Sr., etc.): _____

Former Last Name 1: _____

Former Last Name 2: _____

Former Last Name 3: _____

Former Last Name 4: _____



Current Address

* Street Address: 9230 Blind Pass Rd

Apt. # or Suite: _____ *City: Sarasota *State: FL *Zip: 34242

SUBJECT VERIFICATION

The above information was verified by reviewing the following form(s) of government-issued identification:

Verified by:

Michael Evanoff

Print Name of Verifying Employee

Signature of Verifying Employee

6.15.22

Date



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services 200**
Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
MASS.GOV/CJIS



This form is not to be faxed. Please return form to organization.

**Criminal Offender Record Information (CORI)
Acknowledgement Form**

To be used by organizations using consumer reporting agencies to conduct CORI checks for employment, volunteer, subcontractor, licensing, and housing purposes.

_____ is registered under the
(Organization)
provisions of M.G.L. c.6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing. _____ has authorized
(Organization)
_____ to submit CORI checks
(Consumer Reporting Agency)
to the Massachusetts Department of Criminal Justice Information Services (DCJIS) on its behalf.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to _____
(Consumer Reporting Agency)
to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing _____
(Organization)
with written notice of my intent to withdraw consent to a CORI check. I also understand that this form is a CORI acknowledgement form and I am entitled to additional consumer reporting disclosure forms under the Fair Credit Reporting Act. If I have not received those disclosures, I should contact _____
(Organization)
to request this information.

FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY:

I also understand that the _____, on behalf of
(Consumer Reporting Agency)
_____ may conduct
(Organization)
subsequent CORI checks within one year of the date this Form was signed by me.

By signing below, I provide my consent to a CORI check and affirm that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

[Handwritten Signature]

Signature of CORI Subject

6.15.22

Date



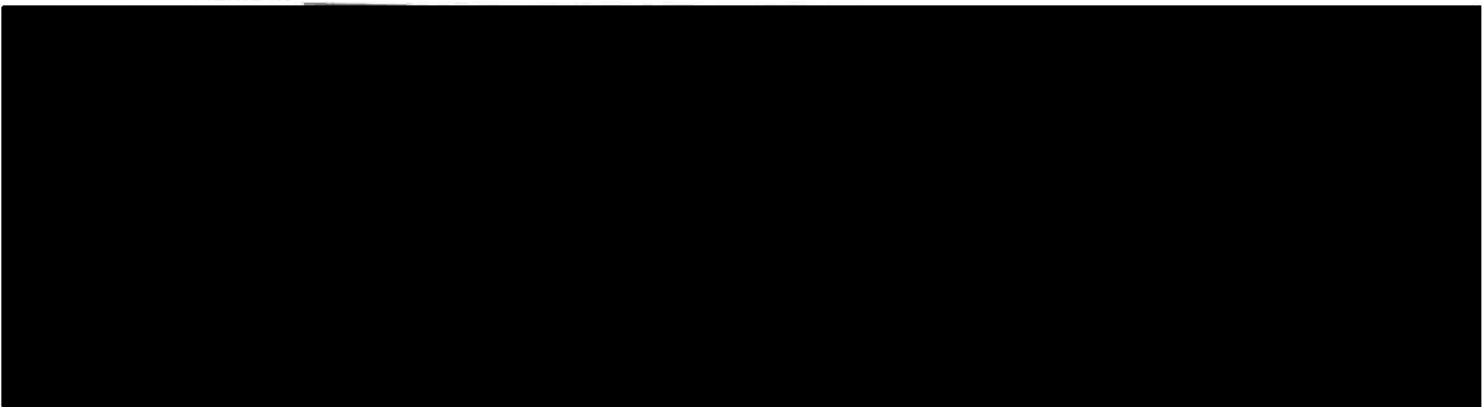
**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services**
200 Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
MASS.GOV/CJIS



SUBJECT INFORMATION

Please complete this section using the information of the person whose CORI you are requesting.
The fields marked with an asterisk (*) are required fields.

* First Name: JUSTIN Middle Initial: M
 * Last Name: SMITH Suffix (Jr., Sr., etc.): _____
 Former Last Name 1: _____
 Former Last Name 2: _____
 Former Last Name 3: _____
 Former Last Name 4: _____



Current Address

* Street Address: 10 CAMPUS DR
 Apt. # or Suite: _____ *City: DEDHAM *State: MA *Zip: 02026

SUBJECT VERIFICATION

The above information was verified by reviewing the following form(s) of government-issued identification:

LICENSE

Verified by:

THOMAS U. SIBLEY
 Print Name of Verifying Employee

[Signature]
 Signature of Verifying Employee

05/04/2022
 Date



THE COMMONWEALTH OF MASSACHUSETTS
 EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
 Department of Criminal Justice Information Services 200
 Arlington Street, Suite 2200, Chelsea, MA 02150
 TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
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To be used by organizations using consumer reporting agencies to conduct CORI checks for employment, volunteer, subcontractor, licensing, and housing purposes.

_____ is registered under the
 (Organization)
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 (Organization)
 _____ to submit CORI checks
 (Consumer Reporting Agency)
 to the Massachusetts Department of Criminal Justice Information Services (DCJIS) on its behalf.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to _____

(Consumer Reporting Agency)
 to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing _____

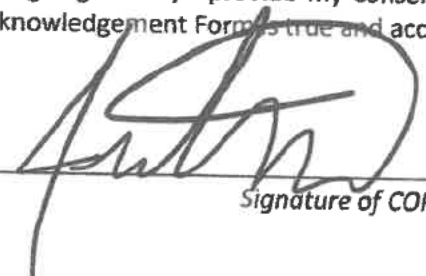
(Organization)
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(Organization)
 to request this information.

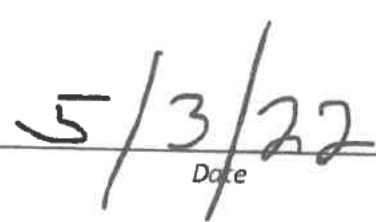
FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY:

I also understand that the _____, on behalf of
 (Consumer Reporting Agency)
 _____ may conduct
 (Organization)
 subsequent CORI checks within one year of the date this Form was signed by me.

By signing below, I provide my consent to a CORI check and affirm that the information provided on Page 2 of this Acknowledgement Form is true and accurate.



 Signature of CORI Subject



 Date



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services**
200 Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4840 | TTY: 617-660-4606 | FAX: 617-660-5973
MASS.GOV/CJIS



SUBJECT INFORMATION

Please complete this section using the information of the person whose CORI you are requesting.
The fields marked with an asterisk (*) are required fields.

* First Name: Christopher Middle Initial: M

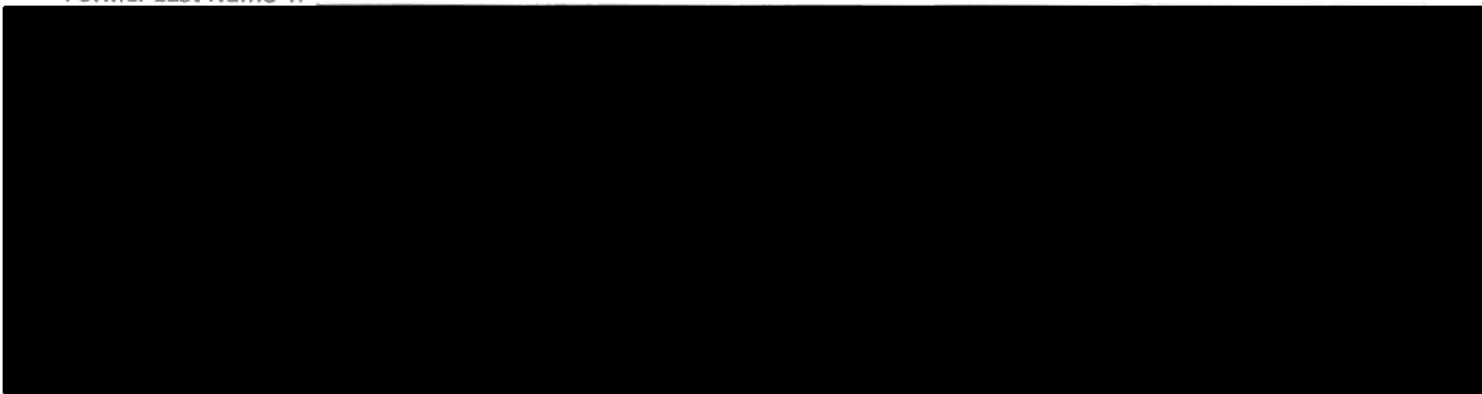
* Last Name: Peterson Suffix (Jr., Sr., etc.): _____

Former Last Name 1: _____

Former Last Name 2: _____

Former Last Name 3: _____

Former Last Name 4: _____



Current Address

* Street Address: 56 7th Ave Apt 12F

Apt. # or Suite: _____ *City: New York *State: NY *Zip: 10011

SUBJECT VERIFICATION

The above information was verified by reviewing the following form(s) of government-issued identification:

DRIVER LICENSE

Verified by:

Print Name of Verifying Employee

Signature of Verifying Employee

Date



THE COMMONWEALTH OF MASSACHUSETTS
 EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
 Department of Criminal Justice Information Services 200
 Arlington Street, Suite 2200, Chelsea, MA 02150
 TEL: 617-660-4640 | TTY: 617-660-4608 | FAX: 617-660-5973
 MASS.GOV/CJIS



This form is not to be faxed. Please return form to organization.
Criminal Offender Record Information (CORI)
Acknowledgement Form

To be used by organizations using consumer reporting agencies to conduct CORI checks for employment, volunteer, subcontractor, licensing, and housing purposes.

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 (Organization)
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By signing below, I provide my consent to a CORI check and affirm that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

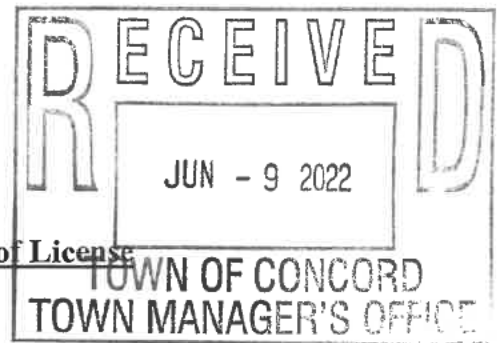
Alan P.

Signature of CORI Subject

5/4/2022

Date

Raunak Enterprises, Inc.
D/B/A Walden Liquors
18 Walden Street, Concord, MA 01742
Filed June 7, 2022



Application for Transfer of License and Pledge of License

1. Payment receipt for the ABCC
2. \$100 check payable to Concord
3. Monetary Transmittal Form
4. Application for Transfer of License
5. Applicant's Statement
6. Personal Information Forms, CORI Request Forms, Proof of Citizenship for Atinderjeet Singh – President / Director
7. Corporate Vote
8. Floor Plan
9. Supporting Financial Records
10. Promissory Note
11. Pledge
12. MDOR Certificate of Good Standing for JMMS Liquors Inc.
13. MDUA Certificate of Compliance for JMMS Liquors, Inc.
14. Asset Purchase and Sale Agreement
15. Corporate Formation documents for Raunak Enterprise Inc.
16. Lease Letter of Intent for Raunak Enterprises Inc. d/b/a Walden Liquors

Andrew Upton
Upton, Connell & Devlin, LLP
112 Water Street, Suite 201
Boston, MA 02109
617-227-3277
Aupton@ucdlaw.com

SUMMARY OF TRANSACTION

Transfer of §15 Package Store License from JMMS Liquors, Inc. (“Seller”) to Raunak Enterprise, Inc. (“Buyer”). Buyer is financing the purchase with a loan from Rockland Trust Company. Rockland Trust Company is taking a pledge on the liquor license and inventory.

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.



Transaction Processed Successfully.

INVOICE #: 968106ed-5020-42d4-a1f2-9594724aae80

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Walden Liquors	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 5/27/2022 12:40:03 PM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
Walden Liquors

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Andrew

Last Name:
Upton

Address:
112 Water Street, Suite 201

City:
Boston

State:
MA

Zip Code:
02109

Email Address:
Aupton@ucdlaw.com



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 TRANSFER OF 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](#)

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):

- | | | | |
|--|---|---|---|
| <input 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 checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input checked="" 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 |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

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



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

Concord

1. TRANSACTION INFORMATION

Transfer of License

Alteration of Premises

Change of Location

Management/Operating Agreement

Pledge of Inventory

Pledge of License

Pledge of Stock

Other

Change of Class

Change of Category

Change of License Type
(\$12 ONLY, e.g. "club" to "restaurant")

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.

The applicant is seeking to transfer the Off-Premises All Alcoholic Beverages license from Transferor at the same location. Additionally, the applicant is seeking to pledge its inventory and license to Rockland Trust Company in consideration of a loan to the applicant.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

Off-Premises-15

\$15 Package Store

All Alcoholic Beverages

Annual

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number 00023-PK-0244

FEIN 88-1334547

Entity Name Raunak Enterprise, Inc.

DBA Walden Liquors

Manager of Record Atinderjeet Singh

Street Address 18 Walden Street, Concord, MA 01742

Phone 781-350-0075

Email Ajsaini01@gmail.com

Add'l Phone

Website waldenliquors.com

4. 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. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Approximately 2,319 square feet of retail space.

Total Sq. Footage 2,319

Seating Capacity 0

Occupancy Number

N/A

Number of Entrances

2

Number of Exits

2

Number of Floors

1

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name By what means is the license being transferred?

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
<input type="text" value="Jose Silva"/>	<input type="text" value="President / Director"/>	<input type="text" value="25%"/>
<input type="text" value="Sabrina Silva"/>	<input type="text" value="Treasurer / Director"/>	<input type="text" value="25%"/>
<input type="text" value="Mary Silva"/>	<input type="text" value="Secretary / Director"/>	<input type="text" value="25%"/>
<input type="text" value="Manuel Silva"/>	<input type="text" value="Vice President/ Director"/>	<input type="text" value="25%"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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, LLC Members, 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
<input type="text" value="Atinderjeet Singh"/>	<input type="text" value="7 Butler Drive, Middleton, MA 01949"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>
<input type="text" value="President / Director"/>	<input type="text" value="100%"/>	<input type="text" value="Director/ LLC Manager"/>	<input type="text" value="US Citizen MA Resident"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input type="radio"/> Yes <input 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	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input type="radio"/> Yes <input 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	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input type="radio"/> Yes <input 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	<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

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

APPLICATION FOR A TRANSFER OF LICENSE

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. CORPORATE STRUCTURE

Entity Legal Structure Date of Incorporation
State of Incorporation Is the Corporation publicly traded? Yes No

8. 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

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? Yes No

9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	<input type="text"/>
B. Purchase Price for Business Assets	\$420,000
C. Other* (Please specify)	<input type="text"/>
D. Total Cost	\$420,000

*Other: (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
Atinderjeet Singh	\$84,000.00
Total:	\$84,000.00

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.
Rockland Trust Company	\$336,000.00	Promissory Note	<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.

Atinderjeet Singh is buying the package store for \$420,000. \$84,000 from cash and personal funds; \$336,000 in a loan from Rockland Trust.

11. 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?

12. 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

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
11/2017	Present	Senior Manager	Capital One Financial	Self
12/2012	10/2017	Branch Manager	Citizens Bank	Self
09/2008	11/2012	Shift Supervisor	CVS Pharmacy	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

13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Yes No

If yes, please fill out section 13.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

13A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<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
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<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
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<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
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? Yes No

If yes, attach an affidavit providing the details of any and all convictions.

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, 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

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D 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

13F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes No
- b. Will the licensee retain control of the business finances? Yes No
- c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:
 Title:
 Date:

Management Agreement Entity Officer/LLC Manager

Signature:
 Title:
 Date:

ADDITIONAL INFORMATION

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

APPLICANT'S STATEMENT

I, Atinderjeet Singh the: sole proprietor; partner; corporate principal; LLC/LLP manager

Authorized Signatory

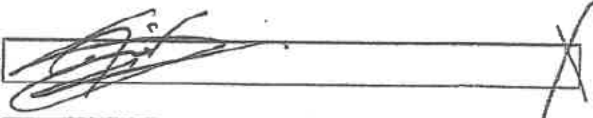
of Raunak Enterprise, Inc.
Name of the Entity/Corporation

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: 04/14/2022

Title: President / Director

Certificate of Completion

This Certificate of Completion of
eTIPS Off Premise 3.1
For coursework completed on March 27, 2022
provided by Health Communications, Inc.
is hereby granted to:

Atinderjeet Singh

Certification to be sent to:

**7 Butler Dr
Middleton MA, 01949-1471 USA**



HEALTH COMMUNICATIONS, INC.



This document is not proof of eTIPS certification. It signifies only that you have completed the course. A final certification document will be forwarded to you.



JEAN M. LORIZIO, ESQ.
CHAIRMAN

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

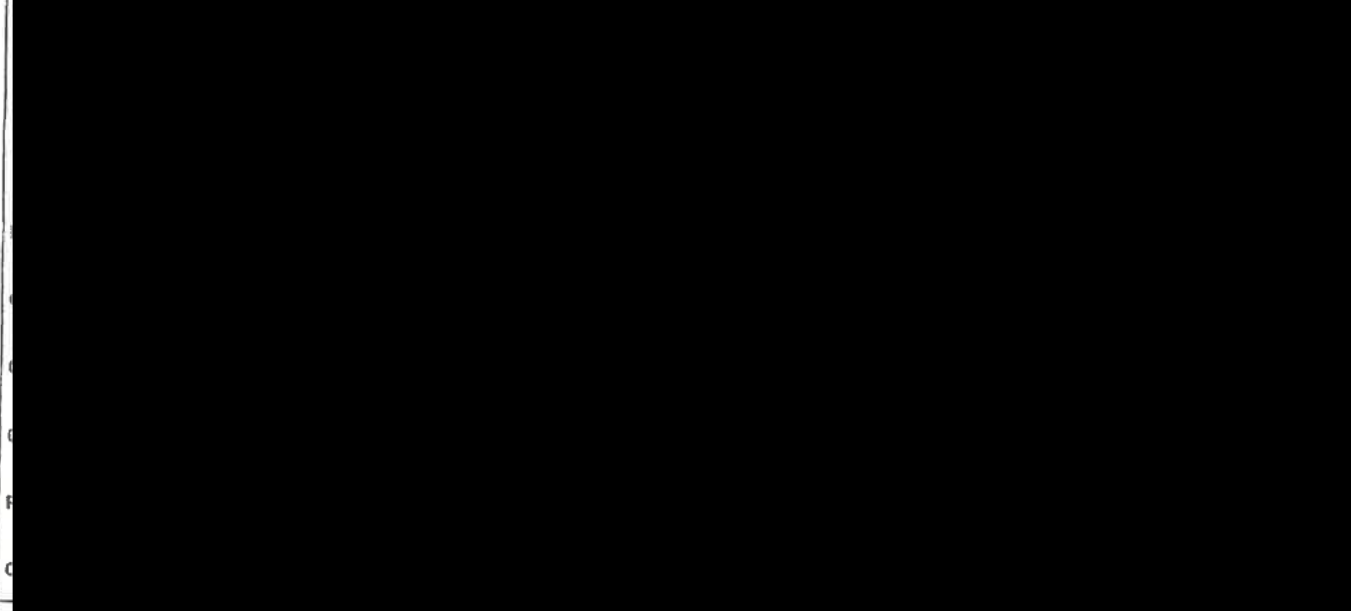
CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	00023PK 0244	LICENSEE NAME:	Raunak Enterprise Inc.	CITY/TOWN:	Concord
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APPLICANT INFORMATION



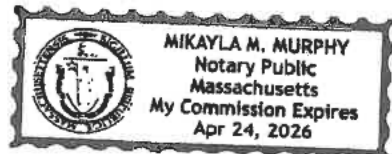
PRINT AND SIGN

PRINTED NAME:	Atinderjeet Singh	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	-------------------	-------------------------------	--

NOTARY INFORMATION

On this 03/31/2022 before me, the undersigned notary public, personally appeared Atinderjeet Singh
 (name of document signer), proved to me through satisfactory evidence of identification, which were Driver License(MA)
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Mikayla Murphy
 NOTARY



DIVISION USE ONLY

REQUESTED BY:	
	<small>SIGNATURE OF COM-AUTHORIZED EMPLOYEE</small>

The OCII Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft

ADDENDUM A

6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)

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.).

Entity Name

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

 Yes No

 Yes No

 Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

 Yes No

 Yes No

 Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

 Yes No

 Yes No

 Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

 Yes No

 Yes No

 Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

 Yes No

 Yes No

 Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

 Yes No

 Yes No

 Yes No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

US Citizen

MA Resident

 Yes No

 Yes No

 Yes No

CRIMINAL HISTORY

Has any individual identified above 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

Back Room

walk in cooler

Office

wine racks

wine racks

wine racks

wine racks

Shelving

Shelving

Shelving

Shelving

Shelving

counter/registers

door

door

COMMERCIAL PROMISSORY NOTE

\$ 336,000

FOR VALUE RECEIVED, the undersigned, Raunak Enterprises Inc. (the "Borrower"), promises(s) to pay to the order of Rockland Trust Company, at an office of the Bank, the sum of Three-Hundred Thirty-Six Thousand Dollars (\$336,000) with interest thereon, in accordance with the provisions as indicated below. This Note is the "Note" referred to in the Loan Agreement to which the Borrower and the Bank are parties dated the date hereof (the "Agreement") and reference is made to said Agreement for additional terms applicable hereto. Capitalized terms used in this Note and not otherwise defined herein but defined in the Agreement shall have the same meaning as ascribed to such terms in the Agreement.

INTEREST RATE: Interest on the unpaid principal balance of this Note (based upon a year consisting of twelve (12) months of thirty (30) days each and calculated on the actual number of days elapsed) shall accrue for seven (7) years at a rate of Five Point Twenty-Four Percent (5.24%) per annum.

PAYMENT PROVISIONS: Borrower shall repay all outstanding principal under this Note together with interest accrued thereon within Eighty-Four (84) months of this date, based at level payments of principal and interest in arrears for Seven (7) years in the approximate amount of \$4,799.44 per month (based on an amortization schedule of Eighty-Four (84) months and an interest rate of 5.24%). The first such installment shall be due and payable from the date on which the Note is executed, and each subsequent installment shall be due on the like day of each month thereafter. The final such payment shall be due and payable seven years from the Note Date (the "Maturity Date") in an amount equal to the entire unpaid balance of principal plus all unpaid accrued interest.

PREPAYMENT: The Borrower may prepay the loan at any time. However, if the loan is prepaid, the Borrower will be obligated to pay the Bank a prepayment premium in an amount equal to Five Percent (5%) of the prepaid amount in the first year, Four Percent (4%) of the prepaid amount in the second year, Three Percent (3%) of the prepaid amount in the third year, Two Percent (2%) of the prepaid amount in the fourth year, and One Percent (1%) of the prepaid amount in the fifth and remaining years.

LATE CHARGES: If Borrower shall fail for more than fifteen (15) days after the date due to make any installment payment of principal or interest on this Note, the Borrower agrees to pay the Bank, upon demand, in addition to all other amounts payable hereunder, a late charge equal to five percent (5%) of the payment due. Late charges are not interest and shall not be subject to refund or rebate or credited against any other amount due.

APPLICATION OF PAYMENTS; RETURNED ITEMS: Any payments received by the Bank on account of this Note prior to demand shall be applied first, to any costs, expenses, or charges then owed the Bank by the Borrower, second, to accrued and unpaid interest, and third, to the unpaid principal balance hereof. Any payments so received after demand shall be applied in such manner as the Bank may determine.

EVENTS OF DEFAULT: Upon the occurrence of any one or more of the following ("Events of Default"), at the Bank's option and without presentment, demand, notice or protest (all of which are hereby waived), the entire unpaid balance of this Note and all unpaid accrued interest hereunder shall become immediately due and payable and without altering the demand nature of this Note if principal is due on demand:

- (a) The failure by the Borrower to pay when due (or upon demand, if payable on demand) any amount due hereunder or any other amount then owing by the Borrower to the Bank;
- (b) the occurrence of any "Event of Default" under the Agreement.

RATE OF INTEREST UPON DEFAULT: The Borrower agrees to pay, upon default, interest on all amounts not paid when due (pursuant to the terms hereof, by acceleration or otherwise) at the per annum rate equal to the aggregate of (a) the interest rate which would otherwise be applicable in the absence of default (b) plus Fifty (50) basis points.

NO WAIVER: No delay or omission by the Bank in exercising any of its powers, rights, privileges or remedies hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver. The Borrower waives presentment, demand, protest, and notices of any kind and assents to any extension or other indulgence (including, without limitation, the release or substitution of collateral) permitted the Borrower by the Bank with respect to this Note.

EXPENSES: The Borrower agrees to pay on demand all fees, expenses and other charges incurred by the Bank in connection with the Loan, whether or not the Loan closes. Such amounts include, without limitation, the costs of appraisals, environmental reports, plot plans, title insurance premiums, recording and filing fees, and the reasonable fees and expenses of the Bank's attorney.

RELEASES; NO CONTRIBUTION: The liabilities of the Borrower and any endorser or guarantor of this Note are joint and several; provided, however, the release by the Bank of the Borrower or any one or more endorser or guarantor shall not release any other person obligated on account of this Note. No person obligated on account of this Note may seek contribution from any other person also obligated unless and until all liabilities to the Bank of the person from whom contribution is sought have been satisfied in full.

MAXIMUM RATE OF INTEREST: If, by the terms of this Note, the Borrower is at any time required or obligated to pay interest on the principal balance hereof at a rate in excess of the maximum rate which the Borrower is permitted by law to contract or agree to pay, the rate of interest under this Note shall be deemed to be immediately reduced to such maximum rate, and interest payable hereunder shall be computed at such maximum rate and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance hereof and not on account of the interest due hereunder.

JURISDICTION, ETC.: This Note shall be governed by the internal laws of the Commonwealth of Massachusetts, and shall take effect as a sealed instrument. The Borrower submits to the jurisdiction of the courts of the Commonwealth of Massachusetts for all purposes with respect to this Note, any collateral given to secure its liabilities to the Bank, or its relationships with the Bank.

BINDING EFFECT: This Note shall be binding upon the Borrower and upon its heirs, successors, assigns, and representatives, and shall inure to the benefit of the Bank and its successors and assigns.

IN ANY CASE, CONTROVERSY OR MATTER WHICH ARISES OUT OF, OR IS IN RESPECT OF, THIS NOTE AND/OR THE LOAN EVIDENCED HEREBY, THE BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY NOW EXISTING AND/OR HEREAFTER ARISING RIGHT TO A TRIAL BY JURY.

COMPLETION OF NOTE; MISCELLANEOUS: The Borrower authorizes the Bank to complete this Note if delivered incomplete in any respect. The use of headings in this Note is for convenience only and shall not limit in any manner the terms of this Note. All agreements and documents of any kind in the Bank's possession which relate to any loans from Bank to Borrower may be reproduced by the Bank by photographic, computer imaging, or similar process, and the Bank may destroy the original from which any documents was so reproduced. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business) and any enlargement, facsimile or further reproduction shall likewise be admissible in evidence. Any signatures of the Borrower upon any such agreement or document which are transmitted as a facsimile or as a scanned or pdf (portable document format) shall be deemed a valid and binding signature of the Borrower with the same effect as if a manually signed original signature.

IN WITNESS WHEREOF, this Commercial Promissory Note is executed under seal as of the date first above written.

WITNESS:

Authorized by Atinderjeet Singh

ASSIGNMENT AND PLEDGE OF LIQUOR LICENSE AND ALCOHOL INVENTORY

This ASSIGNMENT AND PLEDGE (this "Assignment") is entered into on the ____ day of _____, 2022 by **Raunak Enterprise Inc.** (hereinafter called "Pledgor") in favor of **Rockland Trust Company** (hereinafter called the "Lender").

In consideration, of financial accommodations made or to be made by Lender to Pledgor, the Pledgor does hereby pledge and assign (in part pursuant to M.G.L. Chapter 138, Section 23) to the Lender the Pledgor's all alcoholic beverages liquor license (the "License") and all alcohol, liquor, and the like now or in the future acquired by Pledgor or used in connection with the License (collectively, the "Inventory") with respect to the ownership and operation of a liquor store business located in Concord, Massachusetts. This assignment and pledge shall be a first pledge and security interest to the Lender and shall be evidenced and secured in part by a pledge of the License by Pledgor to the Lender to be recognized by the City of Worcester and the Alcoholic Beverages Control Commission of the Commonwealth of Massachusetts (together, the "Authorities"). This assignment and pledge secures the following "Obligations:"

- a. the payment of up to Three-Hundred Thirty-Six Thousand Dollars (\$336,000) with interest thereon, as provided in a promissory note and line of credit dated of even date herewith issued by the Pledgor to the order of the Bank, including all renewals, modifications, restatements and extensions thereof, (as the said promissory note may hereafter be amended, the "Note");
- b. all other obligations, indebtedness and liabilities of the Pledgor to the Bank owing at any time, liquidated or unliquidated, each of every kind, nature and description, and the performance by Pledgor of all acts, obligations, covenants, terms, and conditions, in each case whether now or hereafter arising under any agreement now existing or hereafter established between Pledgor and the Bank, and whether denominated secured or unsecured, whether direct or indirect, absolute or contingent, matured or unmatured, primary or secondary, certain or contingent, due or to become due, whether now existing or hereafter arising. Without limiting the generality of the foregoing, said term shall also include all interest and other charges chargeable to Pledgor or due from Pledgor to the Bank from time to time and all costs and expenses owing to the Bank;
- c. the performance and observance by Pledgor of each and every covenant, condition and obligation contained in the Note and any other document executed by the Pledgor in connection with any of the Obligations;

all liabilities of Pledgor to the Bank, whether now existing or hereafter arising, under any foreign exchange contract, interest rate swap, cap, floor or hedging agreement, or other similar agreements (including but not limited to breakage and make-whole fees), and all obligations of Pledgor to the Bank under any credit card services agreements or agreements relating to the processing of automated clearing house transactions, together with all fees, expenses, charges and other amounts owing by or chargeable to Pledgor under any such agreements and all liabilities of Pledgor to the Bank to repay overdrafts and other amounts due to the Bank under any existing or future agreements relating to cash management services;

The Pledgor represents and warrants to Lender as follows:

1. The Pledgor has the power and authority to enter into this Assignment.
2. Neither the License nor the Inventory is subject to any prior lien or encumbrance. The undersigned will not transfer, agree to or apply for a transfer, pledge, sale or other disposition of the License or any ownership or beneficial interest therein, in whole or in part, to any other individual or entity for so long as any Obligations remain outstanding, without the prior written consent of the Lender. The Pledgor also shall make all payments to suppliers, wholesalers or other providers of the Inventory so that no lien arises in connection therewith to such entities, including without limitation any lien recognized the Authorities as being superior to this Assignment.
3. The Pledgor will pay when due all taxes, charges, liens and assessments against the License, the Inventory or both, or the beverages authorized to be sold under the License. The Pledgor will perform any and all acts required to keep the License in good standing, including filing timely applications of the renewal thereof, and will not suffer or permit the License to lapse.
4. The Pledgor shall promptly report in writing to the Lender upon the occurrence of any event which might impair the value of the License, including, but not limited to, any action taken by any local or state regulatory agencies, including without limitation the Authorities, which in any manner restricts the use of the License.
5. The Pledgor will comply with all applicable laws and regulations, including without limitation those of the Authorities, with respect to the License or its use, or with respect to the Inventory.
6. The Pledgor agrees to do such further acts or execute such further documents as may be determined necessary by the Lender to perfect the interests granted herein, including without limitation, completing, executing, filing (and payment of all associated filing or related fees) and prosecuting with all due diligence any applications for approval of this Assignment by the Authorities.

Upon the default in any of the obligations, representations or warranties of the undersigned to the Lender hereunder or under any of the Obligations, and the giving of any required notice and the expiration of any grace or cure period (an "Event of Default"), the Lender shall have any and all rights provided by such documents or by law, including those of a secured party under the Uniform Commercial Code and a pledgee under the rules and regulations of the Authorities. The Lender shall have the right to apply the proceeds of any disposition of the License, the Inventory or both, to the payment of any of the Obligations, after deducting therefrom the expenses relating to such sale or disposition, including court costs and attorney's fees.

The Pledgor hereby grants the Lender an irrevocable power of attorney, coupled with an interest, to endorse the name of the Pledgor on any and all documents and to take in the name of the Pledgor all actions deemed necessary by Lender to effectuate the prompt transfer of the License and disposal of the Inventory, or both, following the occurrence of an Event of Default; such documents and actions may include but shall not be limited to the completing, executing and filing with the Authorities of applications for the transfer of the License, the appearance at hearings of the Authorities or other bodies having jurisdiction over the License, the assembling, completing and filing of tax-related returns and forms reasonably required to be completed and filed in connection with the transfer of the License

or disposition of the Inventory, and interacting with all governmental authorities on behalf of the Lender in connection therewith.

The rights and remedies of the Lender are cumulative and not alternative, and may be exercised concurrently or successively. The Lender assumes no obligation with respect to the License, the Inventory, or the sale of beverages thereunder, and the undersigned agrees to hold the Lender harmless from any and all costs and expenses incurred by reason of this Agreement which shall be added to the loan balance.

All notices, demands, requests and other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if given in the manner applicable to notices under the Note.

Applicable law; jurisdiction: this agreement is intended to take effect as a sealed instrument and has been executed or completed and is to be performed in Massachusetts and it and all transactions thereunder or pursuant thereto shall be governed as to interpretation, validity, effect, rights, duties and remedies of the parties thereunder and in all other respects by the internal laws of the commonwealth of Massachusetts without regard to conflicts of laws principles. Borrower hereby submits to the jurisdiction of each state and federal court which sits in Massachusetts and agrees that service made in accordance with the notice provisions of this agreement shall be proper service.

WITNESS the execution hereof under seal as of this ____, _____, 2022

WITNESS:

PLEDGOR:

By: _____

Authorized by Atinderjeet Singh



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L2112055744
Notice Date: April 20, 2022
Case ID: 0-001-478-700



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



JMMS LIQUORS INC
14-18 WALDEN ST
CONCORD MA 01742

600000

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, JMMS LIQUORS INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



392285120

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

JMMS Liquors Inc
17 REGENCY DRIVE
DRACUT, MA 01826

EAN: 22012073
April 21, 2022

Certificate Id:58237

The Department of Unemployment Assistance certifies that as of 4/21/2022 ,JMMS Liquors Inc is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

ASSET PURCHASE AND SALE AGREEMENT

WALDEN LIQUORS

This Asset Purchase and Sale Agreement made this 29 day of March, 2022 (the "Agreement"), between JMMS Liquors, Inc., doing business as "Walden Liquors", a Massachusetts corporation having its principal office at 17 Regency Drive, Unit 3, Dracut, Massachusetts, (hereinafter referred to as the "SELLER") and Raunak Enterprise Inc., a Massachusetts corporation with a mailing address of 7 Butler Drive, Middleton, Massachusetts, or his nominee (hereinafter referred to as the "BUYER").

RECITALS:

WHEREAS, the SELLER owns and operates a retail liquor package store, known as, "Walden Liquors" (hereinafter referred to as the "Business") located at 18R Walden Street, Concord, Massachusetts (hereinafter referred to as the "Premises");

WHEREAS, the SELLER is the holder of a certain Retail Package Store All-Alcoholic Beverages License # 00023-PK-0244 (hereinafter the "Liquor License" or the "License") exercised at the Premises as issued by the Licensing Board for the Town of Concord (hereinafter the "Board") and the Massachusetts Alcoholic Beverages Control Commission (hereinafter the "ABCC"); and

WHEREAS, the BUYER desires to purchase all assets currently used in the operation of the Business including in-store inventory and specifically including the License from the SELLER, and the SELLER desires to sell, assign and transfer such assets to the BUYER, upon the terms and subject to the conditions hereinafter set forth.

NOW THEREFOR, in consideration of the mutual agreements and covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **SALE OF ASSETS:** Effective as of the Closing Date (as defined in Paragraph 16) and subject to the terms and conditions set forth herein, SELLER hereby agrees to sell, convey,

transfer and deliver to the BUYER, and BUYER hereby agrees to purchase (subject to all necessary approvals) the following assets currently owned and utilized by SELLER in connection with the operation of the Business (collectively referred to as the "Purchased Assets"):

Upon the terms and subject to the conditions contained in this Agreement, at the Closing (as such term is defined herein), the SELLER shall sell, assign, transfer and convey to the Buyer and Buyer shall purchase, acquire and accept from the SELLER, all tangible and intangible assets of the SELLER used in or required for the operation of the Business (other than Excluded Assets, as such term is defined herein), free and clear of any and all Liens (other than Permitted Encumbrances), including, without limitation: (a) all registered or unregistered trademarks, trademark applications, tradenames (however, the only trade name that Seller is aware of is the unregistered trade name "Walden Liquors"), all internet domain names, websites, web addresses, URLs (however the only such internet/web/url name that Seller is aware of is Waldenliquors.com) phone numbers, leasehold improvements and fixtures, furniture and equipment, a list of which is attached hereto as SCHEDULE 1(B), however the Coca-Cola cooler was provided by the distributor or vendor as a convenience and is not owned by the SELLER and SELLER does not own the Lottery related equipment); (b) all rights and interests of the SELLER in and to any contracts for the purchase of materials, supplies and services and the sale of products and services, equipment leases, and leases to which the SELLER is a party and the BUYER expressly agrees to assume; (c) all Inventory; (d) all of the SELLER's books and records and sales information and other data which are included within the computer system used for the system and being conveyed to BUYER, ; (e) all of the SELLER's goodwill, , technology,; (f) all permits, special licenses, registrations, certificates, consents, orders, authorizations, and approvals of all, state or local governmental or regulatory authorities or industrial bodies (including the SELLER's Liquor License), which are held by the SELLER to the extent the same are transferable;.

ALLOCATION OF PURCHASE PRICE: The parties agree that the Purchase Price shall be allocated among the various categories of the Purchased Assets as set forth in Schedule 1(A) attached hereto. The Buyer and the Seller (i) shall execute and file all tax returns using the allocation set forth on said Schedule , and (ii) shall not take any position on any tax return before any governmental entity or in any judicial proceeding that is inconsistent with such an allocation. The Seller and the Buyer shall each timely file a Form 8594 with the IRS in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986 as amended.

2. EXCLUDED ASSETS: Notwithstanding anything to the contrary contained above, the Purchased Assets shall not include, and shall specifically exclude, the following assets (the "Excluded Assets"):

- a. any capital stock or equity interest in the SELLER;
- b. all foreign, federal, state or local tax refunds, tax refund claims and tax credits, deductions or other tax benefits of the SELLER relating to periods prior to the Closing Date;
- c. Lottery commissions for sales prior to the Closing;
- d. all of the SELLER's rights to claims, actions, causes of action and similar claims, judgments and demands of whatever nature;
- e. all accounts payable of the SELLER;
- f. Omitted
- g. all of SELLER's deferred charges, advance payments, prepaid items, security and other deposits, including the security deposit under the Seller's lease for the Premises, claims for refunds, rights of offset, and credits of all kinds;
- h. the consideration received by the SELLER pursuant to this Agreement;
- i. all cash, bank or investment accounts;
- j. motor vehicles;
- k. personal property listed on Schedule 1(C); and
- l. the rights of the SELLER under this Agreement.

3. NO ASSUMPTION OF LIABILITIES: On and after the Closing Date, the BUYER shall assume and agree to pay, perform and discharge the obligations of the SELLER arising under the terms of each agreement and contract, which are expressly agreed to be assumed by the BUYER at the Closing, if any ("Assumed Liabilities"). Notwithstanding the foregoing, the BUYER shall not assume or agree to perform, pay or discharge, and the SELLER shall remain unconditionally liable for all obligations, liabilities and commitments, presently existing or contingent, of the SELLER, including, without limitation: (i) any and all liabilities of the SELLER with respect to

the Purchased Assets or the Excluded Assets; (ii) the Business (including, without limitation, liabilities for all environmental, employee, ecological, immigration, health, safety, unemployment, workers compensation or any other claims arising out of, resulting from or relating to the Business for the period ending on or before the Closing Date); (iii) any and all liabilities with respect to any federal, state or local Taxes required to be paid by the SELLER or the Owners or with respect to the Purchased Assets or the Business for any period ending on or before the Closing Date; (iv) any and all liabilities arising out of the termination of the SELLER's insurance policies, leases, contracts and employee benefit pension and profit sharing plans and severance obligations; (v) any and all liabilities of the SELLER arising in connection with any claim, litigation or proceeding with respect to the operation of the Business for the period ending on or before the Closing Date; (vi) any and all liabilities incurred by the SELLER or the Owners in connection with the negotiation, execution or performance of this Agreement (including, without limitation, all legal, accounting, brokers' finders and other professional fees and expenses); (vii) any and all liabilities relating to any Indebtedness, and (viii) any and all liabilities incurred by the SELLER or the Owners subsequent to the Closing Date (collectively with respect to all of the SELLER, the "Retained Liabilities).

Without limiting the foregoing, BUYER shall have no responsibility with respect to the following, whether or not disclosed in a schedule or exhibit hereto:

- a. Liabilities and obligations arising from transactions with any shareholder of the SELLER or any person or organization controlled by, controlling or under common control with any of the same or liabilities to any dissenting shareholder;
- b. Liabilities and obligations for taxes of any kind, specifically including meals tax, sales tax, withholding tax, employment and payroll related tax, franchise and corporate income tax, each as accruing prior to the Closing; and taxes imposed on the Seller, related to or arising from the actions taken pursuant to this Agreement; and
- c. Legal fees and costs incurred by SELLER in connection with the negotiations and preparation of this Agreement, the transfer application documents or the Closing documents set out herein. The BUYER shall be solely responsible for all fees, costs and expenses payable on account of the transfer of the licenses to be transferred to the BUYER hereunder.

4. PURCHASE PRICE: The purchase price for the Purchased Assets shall be the sum of Four Hundred Twenty Thousand and 00/100 (\$420,000.00) Dollars (the "Purchase Price"), which amount shall not include the cost of inventory as set out in Paragraph 5 below, payable by the BUYER to the SELLER as follows:

a. At the time of execution of this agreement, the BUYER shall deliver the sum of Twenty Five Thousand Dollars and 00/100 (\$25,000.00) Dollars, which sum is in addition to the \$15,000.00 paid with the "Offer to Purchase" (collectively the "Deposit") to be held in escrow by Liquor License Advisor, as the Escrow agent hereunder to be credited toward the Purchase Price. The Escrow shall be held subject to the Escrow Conditions attached hereto as Exhibit A. NO EXHIBIT A IS ATTACHED.

b. The balance of the purchase price (excluding the amount due to the SELLER for Inventory under Para. 5 below,) of Three Hundred Eighty Thousand and 00/100 (\$380,000.00) Dollars, shall be paid by BUYER to SELLER at the Closing by certified bank check, wire transfer to an account designated by the SELLER or check drawn on an attorney's IOLTA account, in United States currency.

c. The amount due to the SELLER for Inventory under Para. 5 below, shall also be paid at the Closing by certified bank check, wire transfer to an account designated by the SELLER or check drawn on an attorney's IOLTA account, in United States currency.

d. In addition to the payment of the above, at the Closing the BUYER shall reimburse the SELLER the prorata portion of the annual fee paid to the Town of Concord for the SELLER's License for the balance of the calendar year.

5. PURCHASE OF INVENTORY: BUYER acknowledges that the Purchase Price set forth in Paragraph 4 is exclusive of amounts which shall be paid by BUYER to SELLER for alcoholic beverages contained in sealed bottles and/or containers, foodstuffs, non-alcoholic beverages and other saleable items which, in the reasonable judgment of the parties or the professional inventory valuation service engaged by them, are suitable for sale to the public at no less than their wholesale cost of the in-store inventory (the "Inventory").

After the close of business on the day prior to the Closing Date, a count of the Inventory shall be taken by SELLER and BUYER, their respective representatives, or by a professional inventory service as mutually agreed upon by the parties. If the parties elect to use an outside inventory service, each party shall be billed separately for one-half of the cost. At the Closing, the BUYER shall purchase the Inventory and shall pay the SELLER for same on a dollar-for-dollar cost-basis at SELLER's last wholesale invoice cost (the "Purchased Inventory"). The value of the Purchased Inventory shall be in addition to the Purchase Price as set forth in Paragraph 4. The dollar amount of the Purchased Inventory shall be paid at the Closing by certified bank check,

wire transfer to an account designated by the SELLER or check drawn on an attorney's IOLTA account, in United States currency, or by a combination of both. Seller shall provide a Bill of Sale for the Inventory in addition to any other Closing Document contemplated by this Agreement.

6. ADJUSTMENTS: The parties agree that the following adjustments shall be made and accounted for on the Closing Date:

Adjustments for utilities, prepaid fees for the licenses and permits, including, without limitation, the Liquor License, and any other prepaid items shall be made as of the Closing Date and said amount thereof shall be added or deducted from the Purchase Price as the case may be, payable by the parties at the time of the Closing.

7. DEPOSITS: All deposits shall be held by Escrow Agent, in accordance with the provisions of the Escrow Terms attached hereto as Exhibit A; and shall be duly accounted for at the Closing. In the event that the transaction is not completed:

A. due to BUYER's inability, despite timely and diligent efforts to obtain the transfer of the license upon which this transaction is conditioned (see: Paragraph 12); or

B. Due to BUYER's inability to obtain, within fourteen (14) days of execution of this Agreement, Landlord's approval for the assignment and assumption of the existing Lease or approval for a new Lease with the BUYER, but in all cases BUYER shall deliver to SELLER (or caused to be delivered to SELLER) an agreement from the Landlord that the Landlord has entered into satisfactory arrangements with the BUYER and that the SELLER has been or will be released from all obligations under the Lease as of the date of the Closing; or

C. if the SELLER, without just cause, is, at the time of the Closing, in material non-compliance with the Conditions set forth in Paragraph 15 (a) – (c) and (e) - (i), (unless reasonably acceptable arrangements have been made with regard to (b), (g), (h) and (i) to cure the same within ten (10) days and the date of the Closing shall be extended accordingly;

then the SELLER shall direct the Escrow Agent to return all deposit amounts to the BUYER within two (2) business days of the receipt of documentary evidence of (i) the denial by the local Board of Selectmen or the ABCC of the transfer of such license to the BUYER accompanied by a written notice from the BUYER exercising its option to terminate the transaction on such account, or (ii) because of material non-compliance of the SELLER with regard to the Conditions set forth in Paragraph 15 (a) – (c) and (e) - (i), (unless reasonably

acceptable arrangements have been made with regard to (b), (g), (h) or (i) to cure the same within ten (10) days and the date of the Closing shall be extended accordingly); then the return of such deposits shall be BUYER's sole and exclusive remedy at law or in equity against the SELLER. Upon the return of such deposits, this Agreement shall be void and without recourse to the parties hereto, except that, in the event that the BUYER elects to terminate the transaction because of material non-compliance in accordance with (C) above, then the BUYER shall have the additional remedies set forth in Paragraph 8(d).

8. EVENTS OF DEFAULT:

a. DEFAULT BY THE BUYER: In the event that the BUYER shall default under the terms of this Agreement at or prior to the Closing, then all deposits made hereunder by the BUYER shall be paid over to the SELLER as liquidated damages and not as a penalty for said non-performance, all other obligations of all parties hereto shall cease, the same shall constitute the SELLER's sole and exclusive remedy at law or in equity, and this Agreement shall be void and without further recourse to the parties.

9. REPRESENTATIONS AND COVENANTS OF THE SELLER: The SELLER represents the following to be true, complete and accurate to the best of the SELLER's knowledge and belief as of the execution hereof and as of the Closing Date:

a. Title. The SELLER has good and marketable, indefeasible, fee simple title to all of the Purchased Assets (whether real, personal, tangible or intangible) free and clear of any claims, liens or encumbrances of any nature. The Purchased Assets will not be subject to any lien or encumbrance at the time of Closing.

b. License. Without limiting the foregoing, SELLER is the legally authorized holder of the Liquor License and there are no proceedings now pending or threatened against SELLER in relation to said License. There are no outstanding notices or violations pending or issued against the License by any applicable local, state or federal government agency including but not limited to the Board of Selectmen and the ABCC. SELLER represents that it has paid or will have paid prior to the Closing all food, beverage, and alcoholic beverage purveyors.

c. Removal of Liens or Encumbrances. The closing attorney shall, at the time of Closing, disburse such portion of the proceeds of the sale as is necessary to remove any liens or encumbrances on the Purchased Assets, including but not limited to outstanding amounts owed food, beverage, and alcoholic beverage purveyors, and SELLER shall be solely responsible for

any costs, expenses and legal fees associated with removing any such liens or encumbrances, which amounts shall also be disbursed from SELLER's proceeds of the sale.

d. **Organization.** The SELLER is a duly organized and existing Massachusetts corporation in good standing. The SELLER has corporate power to carry on the Business as it is now being conducted and has no provisions in its By-Laws or Articles of Organization inconsistent with the transaction contemplated hereunder. All actions needed to approve this Agreement have been or will be taken and all corporate actions needed to authorize the performance of SELLER's obligations hereunder will be taken by the time of Closing.

e. **Authority.** The SELLER represents that the person or persons signing this Agreement on behalf of the corporation have been duly authorized by the corporation to do so and that the same constitutes a binding and legal obligation of the corporation.

f. **Contracts.** The SELLER's execution, delivery, and performance of this Agreement does not and will not (i) contravene or conflict with the corporation's documents applicable to SELLER or any other agreement, instrument, judgment, decree, statute or regulation to which SELLER is subject, or (ii) constitute any default under or give rise to any right of termination, cancellation or acceleration of any right or obligation of SELLER under any provision of any other agreement except as otherwise contemplated hereunder.

g. **Litigation.** There is no investigation, suit, legal action or administration, arbitration or other proceeding (or any basis therefore), pending or threatened against SELLER or SELLER's shareholders or the Purchased Assets which might adversely affect the Purchased Assets or the Business of the SELLER which if determined or resolved adversely in accordance with the plaintiffs demands in any manner challenges or seeks to prevent, enjoin, alter or delay the transactions contemplated hereby. There are no unsatisfied or outstanding judgments, orders, decrees or stipulations affecting the SELLER or the Purchased Assets.

h. **Permits and Approvals.** SELLER represents that all licenses and permits of the Business (including but not limited to the Liquor License) are now and at the time of Closing shall be validly existing and in compliance with the required standards of any and all local, state and federal governmental agencies including but not limited to proper renewals of the same.

i. **Brokers.** The parties hereby acknowledge and warrant that neither has dealt with any agent or broker who would be entitled to receive a commission on account of this transaction except for SELLER's broker: Liquor License Advisor of Suite 1, 2036 Ocean St, Marshfield, MA 02050, who will be paid a commission by SELLER if and when the closing occurs and not

otherwise in accordance with a separate agreement. Each party agrees to hold the other harmless from and against any and all claims, losses, costs and damages (including attorney's fees) incurred or suffered by such party as a result of the breach of the representations and warranties of this sub-paragraph.

j. Tax Compliance. SELLER has filed all tax returns, federal, state and local, required to be filed by it and has paid all taxes owed by it. Adequate provision has been made for the payment of taxes which have not yet accrued or otherwise become due and such taxes shall be paid promptly when due. No taxing authority is now asserting, or threatening to assert against SELLER any deficiency or claim for additional taxes or interest thereon, or penalties in connection therewith.

k. Disclosure. No representation made by the SELLER and none of the documents or information delivered to BUYER in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not misleading.

10. SELLER'S ADDITIONAL COVENANTS:

The SELLER covenants and agrees that:

a. Certificate of Tax Compliance. Within ten (10) days of the execution of this Agreement SELLER shall deliver to BUYER (a) a current Certificate of Good Standing by the Massachusetts Department of Revenue (the "MDOR") for the Seller corporation (provided on 3/9/22; (b) a list of all Officer(s), Director(s) and Stockholder(s) of the SELLER transferor and the percentage ownership of these individuals and any other owners (Attached as Schedule 10(a); (c) a corporate vote authorizing the transfer of the License, in the form attached hereto as Exhibit C ; (d) (e) a copy of the current License; and (f) a Certificate of Compliance from the Massachusetts Department of Unemployment Assistance (the "MDUA") that there are no outstanding obligations of the SELLER which could delay or interfere with the approval of the transfer of the License (provided on 3/9/22). A Letter from the M&S Service Bureau showing that Seller has no outstanding debt due and owing to any liquor wholesaler or vendor.

b. Cooperation with Closing and Accounting for Lottery License. SELLER agrees to cooperate with BUYER to coordinate the closing of the SELLER's existing lottery account with the Massachusetts Lottery Commission (the "MLC") immediately upon notice of approval of the

transfer of the Liquor License by the ABCC, and to take any actions necessary so that the closing of the lottery account does not create any delay in the Closing Date.

c. Certification of Non-Delinquency in Accordance with M.G.L. c.138. The SELLER shall pay beer, wine, alcoholic beverages and non-alcoholic beverages purveyors, if any, in full prior to the Closing Date or at the time of Closing. Without limiting the foregoing, the SELLER shall pay any and all amounts necessary to remove SELLER from the ABCC's delinquency list as applicable on or before the Closing Date. SELLER may use a portion the sale proceeds to pay such amounts.

d. Conduct of Business. The SELLER hereby warrants that the Business is currently open and fully operational and that the SELLER will continue to operate the Business in the ordinary course, including but not limited to ordering, maintaining and selling inventory in the normal course, and obtaining any and all renewals and continued compliance with all licenses and permits, up to and including the Closing Date.

11. REPRESENTATIONS AND COVENANTS OF THE BUYER: The BUYER represents and warrants the following to be true, complete and accurate as of the execution hereof and as of the Closing Date:

a. Authority. The BUYER materially represents that the person or persons signing this Agreement are duly authorized to do so and that the same constitutes a binding and legal obligation upon the BUYER.

b. BUYER is a Massachusetts resident and a Citizen of the United States and otherwise qualified to hold a package store license in Massachusetts.

c. Contracts. The BUYER's execution, delivery, and performance of this Agreement does not and will not (i) contravene or conflict with any documents applicable to BUYER or any other agreement, instrument, judgment, decree, statute or regulation to which BUYER is subject, or (ii) constitute any default under or give rise to any right of termination, cancellation or acceleration of any right or obligation of BUYER under any provision of any other agreement.

d. To the best of the BUYER'S actual knowledge, none of the documents or information delivered to SELLER in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not misleading.

12. **TRANSFER OF LICENSE:** Promptly and not more than 10 business days of receipt from the SELLER of the items listed in paragraph 10(a) above, the BUYER will file and diligently pursue an application for the transfer of the Liquor License (the "License") currently held by the SELLER. The SELLER and the BUYER each agree to execute and deliver such other documents, certificates, agreements and other writings as required and to take such other actions as may be necessary or desirable in connection with the transfer of the License from SELLER to BUYER by the Town of Concord. Once the Transfer of the License has been approved by the ABCC, the BUYER will not accept delivery of the transferred license from the Town of Concord, until the Closing has been completed, and all funds and documents have been delivered to the SELLER's counsel, the transfer of the License shall be considered completed. .

The BUYER represents and warrants that it has no knowledge of any facts or circumstances which would render it ineligible to hold the License or of any facts or circumstances relating to the persons or entities who will be listed on the application as having an interest in the proposed License which are likely to cause the licensing authorities to deny the application.

If, despite using its reasonable efforts, BUYER has not obtained approval for the transfer of the Liquor License from the Board and the ABCC on or before One Hundred and Twenty (120) days from the execution date of this Agreement ("Outside Closing Date"), then, unless otherwise agreed upon by the parties, all other obligations of all parties hereto shall cease, the deposits held hereunder shall be immediately rendered to BUYER, and this Agreement shall be void and without recourse to the parties hereto. Notwithstanding the foregoing, if by said Outside Closing Date the Local Licensing Authority has voted to approve the license transfer, but the ABCC has not yet approved said transfer, said date shall be extended for such additional time as is necessary, but in no event more than thirty (30) days, provided only that the Buyer is proceeding diligently and in good faith.

Except as otherwise provided herein, the BUYER shall be solely responsible for the transfer of the Liquor License, and BUYER shall diligently pursue the same and respond to all inquiries and reasonable requests for information from all applicable governmental entities and agencies. SELLER shall provide evidence of complete release and clearance of any and all liens and encumbrances associated with the Liquor License to the reasonable satisfaction of the BUYER, including but not limited to any outstanding payments due by SELLER to the MDOR and the Massachusetts Department of Unemployment Assistance (the "MDUA") and confirmations by vendors of current accounts. Evidence of the same shall be provided by the SELLER to the BUYER in the form of a Certificate of Good Standing and a Certificate of Tax

Lien Waiver from the MDOR and written release by the MDUA with regard to its satisfaction of any outstanding tax and/or unemployment assistance debt attributed to the Business. The SELLER and the BUYER will respond promptly to requests for necessary information or documentation received from the Selectmen, the ABCC, the DOR and other agencies having jurisdiction over the transaction.

13. CLOSING DOCUMENTS: At the Closing, subject to the terms and conditions herein set forth, the balance of the consideration shall be paid as set out in Paragraphs 4 and 5 and SELLER shall deliver to BUYER such further documents of assignment as are customary in similar transactions including but not limited to:

a. Title Documents. Appropriate instruments, including an original executed Warranty Bill of Sale and assignments, containing a certification and warranty of the transfer and conveyance of good and marketable title to BUYER of the Purchased Assets free and clear of any liens, encumbrances and/or liability of any nature.

b. Corporate Votes. A corporate vote duly executed by the SELLER as to the due adoption by the officers, directors and shareholders of the SELLER of resolutions authorizing (i) the transaction to be performed by the SELLER under this Agreement and (ii) the officers, directors and shareholders of the SELLER to do all acts and deeds necessary or desirable to accomplish the transactions to be performed by the SELLER under this Agreement.

c. Good Standing Certificates. A Certificate of Good Standing and Legal Existence issued by the Massachusetts Secretary of the Commonwealth and an updated and valid Certificate of Good Standing and a Certificate of Tax Lien Waiver issued by the MA DOR under M.G.L. ch. 62C sec. 52, and a Certificate of Compliance from the Massachusetts Department of Unemployment Assistance. A Letter from the M&S Service Bureau dated within five (5) days of Closing, attesting that Seller has no outstanding debts to liquor wholesalers or vendors.

d. Vendor Information. Within ten (10) days of the approval by the Board of Selectmen of the transfer of the License the SELLER will to furnish a list of its existing creditors and vendors, their contact information and SELLER's account information with such creditors and vendors to BUYER, along with the recent statements from creditors/vendors showing balances and amounts due. SELLER agrees to use diligent efforts to get updated invoices from creditors/vendors as set out herein for the purpose ensuring payment of the same and in anticipation of the preparation of the Settlement Statement at Closing. After receipt of the foregoing list, the BUYER may, in its discretion, contact said creditors and vendors to determine amounts due as of Closing Date to verify the information provided by the SELLER .

And the BUYER shall deliver to the SELLER:

a. The balance of the Consideration to be paid to the SELLER at the Closing as set forth in Paragraph 4(b).

b..

c. SELLER is a tenant under an existing lease with the owner of the Premises ("Landlord"). BUYER shall deliver to SELLER (or caused to be delivered to SELLER) an agreement from the Landlord that the Landlord has entered into satisfactory arrangements with the BUYER and that the SELLER has been released from all obligations under the Lease as of the date of the Closing.

14. INDEMNIFICATION: The parties agree to defend, indemnify and hold each other harmless on account of any material breach of the representations and warranties contained herein provided that written notice thereof (with a detailed description of the same) is given. SELLER further agrees to defend, indemnify and hold the BUYER harmless on account of any claims against the Assets and any Liens and/or Encumbrances on the Assets not paid prior to or at the time of Closing by the SELLER as is necessary to remove any liens or encumbrances on the Purchased Assets and for any costs, expenses and legal fees incurred by the BUYER associated with such claims and/or removing any such liens or encumbrances. In the event that the parties are unable to resolve any such claim or dispute within thirty (30) days of said notice, the same shall be resolved by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, or such other arbitrator as may be agreed upon by the parties, for binding arbitration; and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction. The arbitration will be conducted in the English language in the City of Boston, Massachusetts, in accordance with the provisions of M.G.L. ch. 251

15. CONDITIONS TO CLOSING: Notwithstanding anything to the contrary herein, the obligation of the BUYER to purchase and pay for the Purchased Assets at the Closing and the obligation of the SELLER to convey said Assets is expressly conditioned upon and subject to the fulfillment or waiver prior to Closing of the following conditions:

a. Transfer of Liquor License. BUYER shall have obtained final written approval from the Board and the ABCC as to the transfer of the Liquor License to BUYER pursuant to the terms set forth in this Agreement.

b. BUYER shall deliver to SELLER (or caused to be delivered to SELLER) an agreement from the Landlord that the Landlord has entered into satisfactory arrangements with the BUYER and that the SELLER has been released from all obligations under the Lease as of the date of the Closing.

c. Closing of Lottery License. SELLER agrees to cooperate with BUYER to coordinate the closing of the SELLER's existing lottery account with the MLC immediately upon notice of approval of the transfer of the Liquor License by the ABCC, and to take any actions necessary so that the closing of the lottery account does not create any delay in the Closing Date. The Closing is subject to the closing of the SELLER's lottery account with the MLC, full accounting and payment of any and all amounts owed, and the opening of a new account with the MLC for the BUYER's operation of a lottery license at the Premises.

d. Approval of Permits and Licenses. The acquisition contemplated herein shall have been approved by any and all government agencies and third parties from whom such approval is required, and the BUYER shall obtain the transfer and/or approval of all permits, licenses and other authorizations necessary for the operation of the Business, including the lottery license.

e. omitted

f. omitted.

g. No Change. Between the date hereof and the Closing Date there shall have been no material adverse change in the Business or the Purchased Assets which would prevent the BUYER from operating a retail package store business in a form substantially similar to that which exists as of the date of this Agreement.

h. Compliance with Agreement. SELLER shall have complied with all of its obligations as set out in this Agreement including but not limited to conducting the inventory of the Purchase Inventory in accordance with Paragraph 5, maintaining the same in compliance with Paragraph 10(e), and the substantial accuracy in material respects of the information provided under Paragraph 13(d) as of the time said information was provided.

i. Walk Through. On the Closing Date, BUYER shall be afforded an opportunity to perform a final walk-through of the Business, Purchased Assets and Purchased Inventory to ensure that SELLER has complied with all requirements of this Agreement.

j. Payment of Obligations. The SELLER shall have paid any and all outstanding liabilities and obligations related to the Purchased Assets including, but not limited, to all amounts owed to

liquor vendors whether or not the License has been placed on the delinquency list or the same has resulted in a recorded lien. SELLER shall obtain a complete release and clearance of any and all liens and encumbrances associated with the License, including but not limited to any outstanding payments due to the MDUA, MDOR and any and all payments due to alcoholic beverage wholesalers. Failing such release and clearance, it is expressly agreed and understood that at BUYER's option the BUYER may proceed with the transaction and withhold any required funds from the amount due at Closing, to satisfy any such liens or encumbrances. In the event that BUYER exercises this election additional funds shall be withheld from the Purchase Price due to the SELLER for the payments of any and all costs and fees associated with satisfaction of such liens or encumbrances including but not limited to BUYER's attorney's fees related thereto.

k. Accuracy of Representations. The BUYER is reasonably satisfied that the representations and covenants of the SELLER in connection with this transaction are substantially true and correct in all material respects.

n. Deliveries of the BUYER. The BUYER shall deliver the following:

i. The Consideration due hereunder for the Assets

ii. The Consideration due for the Inventory

iii. Secretary of State Certificate of Good Standing

iv. BUYER shall deliver to SELLER (or caused to be delivered to SELLER) an agreement from the Landlord that the Landlord has entered into satisfactory arrangements with the BUYER and that the SELLER has been released from all obligations under the Lease as of the date of the Closing.

16. CLOSING DATE: The closing shall take place at the office of Andrew Upton, Esq, Upton Connell & Devlin, LLP, 112 Water Street, Suite 201, Boston, MA 02109, or at some other place mutually agreed to by the parties, in or within ten (10) days after the approval by the ABCC of the License transfer. Upon receipt of the approval of the transfer, the BUYER shall notify the SELLER's attorney and the parties shall cooperate in setting a mutually agreeable closing time and date no later than noon on the tenth (10th) calendar day after said approval (or, if not a business day, then the next business day thereafter).

17. SELLER'S COOPERATION: SELLER covenants that it will execute and deliver all such documents and instruments and take all such action as BUYER may reasonably request in order to further effectuate the purpose of this agreement and to carry out the terms hereof.

18. **BENEFIT:** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives, provided that neither party shall assign any of its rights hereunder without the prior written consent of the other.

19. **MISCELLANEOUS:**

a. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement and shall become effective upon delivery to each of the parties. A machine copy of any executed document shall be considered an original for all purposes so required, unless specifically prohibited by legal or regulatory authority.

b. **Entire Agreement.** This Agreement contains the entire agreement between the parties and any other executory agreement hereafter made shall be ineffective to change modify or discharge in whole or part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

c. **Non-Waiver.** The failure to enforce at any time any of the provisions of this Agreement or to require at any time the performance by the other party of any of the provisions hereof shall in no way be construed as a waiver of such provisions or to affect either the validity of this Agreement, or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this agreement. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such a waiver constitute a continuing waiver unless otherwise expressly provided.

d. **Notices.** All notices which shall or may be given pursuant to this Agreement or otherwise, (including any notice of change of address) shall be in writing and deemed properly given when delivered by facsimile or first class mail and sent to all parties to this Agreement at the addresses or facsimile numbers contained below:

TO SELLER:

Jose Silva
JMMS Liquors, Inc.
17 Regency Drive, Unit 3
Dracut, Massachusetts 01826

With a copy to:

Paul F. Alphen, Esquire
Alphen & Santos, P.C.
200 Littleton Road
Westford, Massachusetts 01886
Phone: 978-692-3107
FAX: 978-692-5454
Email: palphen@alphensantos.com

TO BUYER:

Raunak Enterprises Inc
c/o Atinderjeet (AJ) Singh, President
7 Butler Dr
Middleton, MA 01949
Phone: (781) 350-0075
ajsaini01@gmail.com

With a copy to: Andrew Upton, Esq.
Upton Connell & Devlin, LLP
112 Water Street, Suite 201
Boston, MA 02109
Phone: 6172273277
aupton@ucdlaw.com


e. Except as otherwise expressly provided herein, the delivery of title to the Assets to the BUYER shall be deemed full performance by the SELLER of every obligation hereunder.

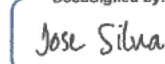
f. Governing Law. This Agreement is made in and shall be construed under the laws of the Commonwealth of Massachusetts and shall have the effect of a sealed instrument. The undersigned hereby consents to and submits to the jurisdiction of the Courts of the Commonwealth of Massachusetts for all purposes with respect to this Agreement and all actions, suits or other proceedings shall be brought in a court of competent jurisdiction in the Commonwealth of Massachusetts. This Agreement shall not be modified and no provision herein waived, unless expressly in writing, signed by the parties hereto.

EXECUTED as a sealed instrument as of the day and year first written above.

BUYER:
Raunak Enterprise Inc

SELLER:
JMMS Liquors, Inc.

DocuSigned by:

377E94DA7D494E9...
Atinderjeet Singh, Pres and Treas

DocuSigned by:

By: BB885D7268724DB
Jose Silva, President
Being Duly Authorized

Date: 3/29/2022

Date: 3/29/2022

EXHIBIT A

ESCROW AGENT PROVISIONS

All deposits made hereunder shall be held in escrow by Liquor License Advisor as "Escrow Agent" subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. The Escrow Agent receiving funds is authorized and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse same subject to clearance thereof in accordance with terms and conditions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies that are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of

competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all the monies then held pursuant to this Agreement with the clerk of the local state or federal court, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit between Buyer and Seller wherein the Escrow Agent is made a party by virtue of acting as the escrow agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover a reasonable attorneys' fee and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Buyer or Seller of monies subject to this escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Deposit shall be held by the Escrow Agent in non-interest bearing escrow account, and except as otherwise provided for herein, shall be duly accounted for at the time of delivery of the Deed and applied to the Purchase Price. In the event of a dispute between Seller and Buyer as to the disposition of the Deposit, the Escrow Agent may retain the Deposit in the escrow account until the dispute is resolved by the parties, by binding settlement or court judgment, or may place the Deposit with a court of competent jurisdiction.

SCHEDULE 1

LIST OF SHAREHOLDERS AND RESIDENTIAL ADDRESSES OF BUYER ENTITY

Atinderjeet Singh, with a residential address of 7 Butler Drive, Middleton, Massachusetts

SCHEDULE 1(A)
ALLOCATION OF PURCHASE PRICE
FOR ASSETS PURCHASED UNDER PARAGRAPH 1

- a. Liquor License - 2%
- b. Furniture and fixtures and equipment - 85%
- c. Leasehold Improvements - 5%
- g. Goodwill - 5%
- h. Names, intellectual property and miscellaneous - 3%

SCHEDULE 1(B)

EXHIBIT A

Furniture and fixtures and equipment (FF&E), including leasehold improvements, located on the Premises and used in connection with the operation of the Business

SCHEDULE 1(C)

EXHIBIT B

N/A

N/A

EXHIBIT C

JMMS LIQUORS, INC

Special Meeting of the Stockholders and Board of Directors

A Special Meeting of the Board of Directors of JMMS LIQUORS, INC. ("Corporation") was held by consent pursuant to M.G.L.A. Ch. 156B, on March 15, 2022, all Stockholders and Members of the Board of Directors waiving notice of the time, place and purpose of said meeting.

Upon motion duly made and seconded, it was unanimously

VOTED: To ratify and confirm the execution and delivery of an Asset Purchase and Sale Agreement by and between the Corporation as "Seller" and Raunak Enterprise Inc., a Massachusetts corporation with a mailing address of 7 Butler Drive, Middleton, Massachusetts, or its nominee as "BUYER, regarding the transfer of the Retail Package Goods Store License presently issued to the Corporation for premises known as 18R Walden Street, Concord, Massachusetts, and the sale of certain assets of the Corporation associated with said package goods store.

And further

VOTED: That Jose Silva, as President of the Corporation has full authority to negotiate, compromise, enter into and amend such an Asset Purchase and Sale Agreement and to do all those things necessary to complete the transaction contemplated thereby.

And further

VOTED: That this vote shall remain in full force and effect, until an instrument revoking the same, duly enacted by vote of the Board of Directors of JMMS LIQUORS, INC., shall have been recorded with these Corporate Records.

A True Record.

There being no further business to come before the Meeting, upon motion duly made and seconded, it was unanimously

VOTED: To adjourn.

Adjourned accordingly.

A true record.

DocuSigned by:
Mary Silva
B8A85D7288724DB...

ATTEST: _____
Mary Silva, Secretary

The undersigned being all of the Stockholders and Directors of JMMS Liquors, Inc., having reviewed the foregoing Minutes, does hereby adopt, ratify and confirm the same.

DocuSigned by:
Jose Silva
B8A85D7288724DB...

Jose Silva, Stockholder and Director

DocuSigned by:
[Signature]
E3AD186D044E4DB...

Manuel Silva, Stockholder and Director

DocuSigned by:
Mary Silva
B8A85D7288724DB...

Mary Silva, Stockholder and Director

DocuSigned by:
Sabrina Silva
B8A85D7288724DB...

Sabrina Silva, Stockholder and Director

SCHEDULE 10(a)

LIST OF OFFICERS SHAREHOLDERS OF JMMS LIQUORS, INC.

1. Jose Silva 17 Regency Drive, Unit 3, Dracut, MA 01826 PRES/DIR/SHAREH 25%
2. Mary Silva 17 Regency Drive, Unit 3, Dracut, MA 01826 SECTY/DIR/SHAREH 25%
3. Manuel Silva 111 Acropolis Road, Lowell, MA 01854 VP/DIR/SHAREH 25%
4. Sabrina Silva 111 Acropolis Road, Lowell, MA 01854 TREAS/DIR/SHAREH 25%

Corporations Division

Business Entity Summary

ID Number: 001570284

[Request certificate](#)

[New search](#)

Summary for: RAUNAK ENTERPRISE INC

The exact name of the Domestic Profit Corporation: RAUNAK ENTERPRISE INC				
Entity type: Domestic Profit Corporation				
Identification Number: 001570284				
Date of Organization in Massachusetts: 03-18-2022				
Last date certain:				
Current Fiscal Month/Day: 12/31			Previous Fiscal Month/Day: 12/31	
The location of the Principal Office:				
Address: 18R WALDEN STREET				
City or town, State, Zip code, CONCORD, MA 01742 USA				
Country:				
The name and address of the Registered Agent:				
Name: ATINDERJEET SINGH				
Address: 7 BUTLER DRIVE				
City or town, State, Zip code, MIDDLETON, MA 01949 USA				
Country:				
The Officers and Directors of the Corporation:				
Title	Individual Name	Address		
PRESIDENT	ATINDERJEET SINGH	7 BUTLER DRIVE MIDDLETON, MA 01949 USA		
TREASURER	ATINDERJEET SINGH	7 BUTLER DRIVE MIDDLETON, MA 01949 USA		
SECRETARY	ATINDERJEET SINGH	7 BUTLER DRIVE MIDDLETON, MA 01949 USA		
DIRECTOR	ATINDERJEET SINGH	7 BUTLER DRIVE MIDDLETON, MA 01949 USA		
Business entity stock is publicly traded: <input type="checkbox"/>				
The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:				
Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	275,000	\$ 0.00	0
Consent		Confidential Data		Merger Allowed
				Manufacturing

ALL FILINGS
Administrative Dissolution
Annual Report
Application For Revival
Articles of Amendment
Articles of Certificate of Incorporation

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)



Letter of Intent
18 Walden Street
Concord, MA 01742
To
Raunak Enterprises, Inc.
April 8, 2022

Tenant: Raunak Enterprises Inc., dba Walden Liquors

Guarantor: Atinderjeet Singh

Premises: Approximately 2,319 square feet of rentable floor space located at 18 Walden Street, Concord.

Lease/Rent Commencement Date: A mutually agreed upon date based upon transfer of business and liquor license between JMMS Liquors and Walden Liquors. Until such date, JMMS continue its lease.

Lease Term Expiration Date: September 30, 2024.

Base Rent: Through September 30, 2024, same as existing lease.

Year 1:	\$43.75/SF/NNN – Commencing October 1, 2024
Year 2:	\$45.00/SF/NNN
Year 3:	\$46.25/SF/NNN
Year 4:	\$47.50/SF/NNN
Year 5:	\$48.75/SF/NNN

Lease Renewal Option: Tenant shall be provided one (1), five (5) year renewal option by providing twelve (12) months prior written notice. The Base Rent for the renewal terms shall be as follows:

Year 6:	\$50.00/SF/NNN
Year 7:	\$51.25/SF/NNN
Year 8:	\$52.50/SF/NNN
Year 9:	\$53.75/SF/NNN
Year 10:	\$55.00/SF/NNN

Base Real Estate Tax and Operating Expenses: The Base Rent shall be absolutely triple net (nnn). Tenant shall be responsible for the full cost of Building expenses, including, but not limited to, common area utilities, exterior building maintenance, insurance, snow removal, real estate taxes and a market rate property management fee of 5%.

Tenant Gas and Electricity: Tenant shall be responsible for its gas and electrical use to its demised Premises. The tenant utilities shall be separately metered and invoiced to Tenant directly from the appropriate utility company.



Letter of Intent
18 Walden Street
Concord, MA 01742
To
Raunak Enterprises, Inc.
April 8, 2022

Tenant: Raunak Enterprises Inc., dba Walden Liquors

Guarantor: Atinderjeet Singh

Premises: Approximately 2,319 square feet of rentable floor space located at 18 Walden Street, Concord.

Lease/Rent Commencement Date: A mutually agreed upon date based upon transfer of business and liquor license between JMMS Liquors and Walden Liquors. Until such date, JMMS continue its lease.

Lease Term Expiration Date: September 30, 2024.

Base Rent: Through September 30, 2024, same as existing lease.

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Tenant Gas and Electricity: Tenant shall be responsible for its gas and electrical use to its demised Premises. The tenant utilities shall be separately metered and invoiced to Tenant directly from the appropriate utility company.



Tenant Improvements:

Landlord shall provide the Premises in "As-Is" condition.

Tenant shall be solely responsible for any costs associated with improvements to the space beyond the "As-Is" condition". Landlord shall have approval over any proposed improvements to the Premises.

Security Deposit:

The amount of Security Deposit, in the form of a either cash or Letter of Credit, shall be the equivalent of two months Base Rent.

Assignment and Subletting:

Assignment or sublease shall require Landlord's prior written approval. Additional terms and conditions will be detailed in the lease agreement. Any assignment or sublease of the Tenant's Premises shall not absolve Tenant of any of its responsibilities and obligations under the lease.

Broker:

The Bulfinch Companies, Inc.

Signage:

Walden Liquors will be identified in a manner consistent with the building standard for signage at Tenant's expense, subject to Landlord approval and the Town of Concord zoning bylaw and historical district regulations.


Confidentiality:

All parties shall keep confidential the terms of this proposal in accordance with further details contained in a lease agreement.

As with any summary of primary business terms to be incorporated into Landlord's standard form commercial Lease Agreement, accordingly, this proposal is not legally binding on either Landlord or Tenant and neither party shall be bound or have any liability to the other unless or until a lease has been executed and delivered by both parties and all moneys and security due thereunder have been paid and tendered and all other terms and provisions of the Lease required to be satisfied on or prior to execution by the proposed tenant have been satisfied. As always, space availability is subject to prior commitment and Landlord's lender having satisfactorily reviewed and accepted Tenant's current financial statements finding the same in a commercially satisfactory condition.

On behalf of Concord Associates, it is with great pleasure that we enter into discussions with Walden Liquors for a lease of the premises at 18 Walden Street, Concord, MA. Please do not hesitate to call with any questions, clarifications or to discuss other aspects of this summary of primary business terms. If this summary meets with your approval, please sign in the space indicated below and return to me on, or before, 4:00 p.m., April 22, 2022 and we will arrange for preparation and delivery of Landlord's standard form lease for your review. If we do not receive an executed copy of this summary by that date, then this proposal shall be deemed rejected and without force or effect with the existing lease expiring by its terms.

AGREED TO AND ACCEPTED BY:

Atinderjeet Singh DocuSigned by:

377E04DA7B494E9...

4/14/2022

(Duly Authorized)

Date

All such terms described above are subject to reasonable negotiation and shall be deemed final only when set forth in a mutually agreed to lease.



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

March 3, 2022

Robyn LaFrance
Senior Administrative Assistant
Town Manager's Office
Town of Concord, MA

RE: Petition for Grant of Location, Bedford Street

Dear Robyn:

Enclosed please find Comcast's Petition for Aerial Installation of Coaxial Cable along Bedford Street. 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

3/3/2022

To the Select Board 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:

- *Bedford Street*
- *Old Bedford 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 underground 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 Select Board 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 over-lashed to the existing Comcast network from utility pole #52 Bedford St. to utility pole # 32 Old Bedford Rd. to provide for a network enhancement, 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:

- *Bedford Street*
- *Old Bedford Road*

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the Town of Concord, Massachusetts held the _____ day of _____, 2022.

Clerk of Select Board

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.**

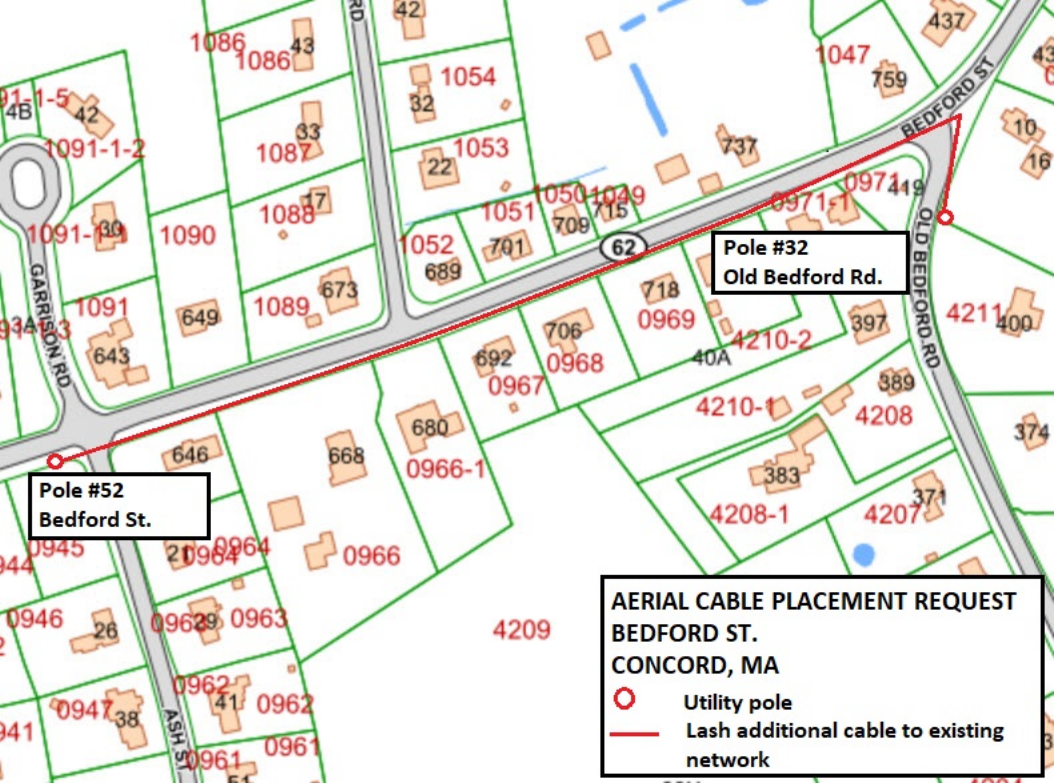
permission to install coaxial cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment 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.

Select Board 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 Select Board of the Town of Concord, Massachusetts, on the _____ day of _____, and recorded with the records of location orders of said Town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and additions thereto or amendments thereof.

Attest: _____
Town Clerk



Pole #52
Bedford St.

Pole #32
Old Bedford Rd.

**AERIAL CABLE PLACEMENT REQUEST
BEDFORD ST.
CONCORD, MA**

- Utility pole
- Lash additional cable to existing network

**133 Keyes Road
Concord, MA 01742**



DATE: 06/22/2022

MEMORANDUM

TO: Michael Gibbons, 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 Bedford Street and Old Bedford Road.

This memorandum is to provide comments to the Select Board on the petition for a Grant of Location filed by Comcast of Massachusetts III, Inc. on Bedford Street and Old Bedford Road. The applicant proposes new coaxial cable to be over-lashed to the existing Comcast network from utility pole # 52 Bedford Street to utility pole # 32 Old Bedford Road to provide for a network enhancement. Concord Public Works (CPW) Engineering Division and Concord Municipal Light Plant (CMLP) have reviewed the attached Grant of Location petition dated March 3, 2022 and recommend approval of the petition with the following conditions.

1. Prior to construction, the applicant must complete a pre-Hearing site visit with the Concord Municipal Light Plant to review work to be completed.
2. The new aerial cable shall be installed using common industry standards, and shall be set substantially at the points indicated on the following plan. Specifically the new aerial cable must be over-lashed to the existing Comcast infrastructure installed on utility pole #52 Bedford Street to utility pole #32 on Old Bedford Road.
3. Minimum separation and clearance requirements as described by the most recent National Electric Safety Code must be maintained between Comcast infrastructure and existing overhead facilities.
4. The applicant must remove any infrastructure deemed obsolete as a result of this project.
5. As-built plans must be provided to the Concord Public Works Engineering Division and Concord Municipal Light Plant Engineering Divisions prior to the final closeout of the project.
6. The Applicant will remove the new coaxial cable upon completion of its service life.
7. A ROW Permit application shall be submitted to CPW with stamped constructions plans if any alteration of surface features in the ROW is being performed. A ROW permit shall also be applied for if obstructions will be left in the ROW when no work is being performed. If a ROW permit is required, no work shall commence until CPW has completed its review and provides ROW Permit approval to the Applicant.



8. A traffic management plan shall be submitted to the Concord Police Department Traffic Safety Officer and the CPW – Engineering Division for approval.
9. The Applicant and its Contractor, if applicable, 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.
10. 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: 617-862-8437 (c)

February 22, 2022

Robyn LaFrance
Senior Administrative Assistant
Town Manager's Office
Town of Concord, MA

RE: Petition for Grant of Location, Elm Street

Dear Robyn:

Enclosed please find Comcast's Petition for Aerial Installation of Coaxial Cable along Elm Street. 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

2/22/2022

To the Select Board 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:

- *Elm Street*

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 underground 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 Select Board 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 over-lashed to the existing Comcast network from utility pole # 2 Elm St. to utility pole # 42 Elm St. to provide for a network enhancement, 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:

- *Elm Street*

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the Town of Concord, Massachusetts held the _____ day of _____, 2022.

Clerk of Select Board

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.

Select Board 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 Select Board of the Town of Concord, Massachusetts, on the _____ day of _____, and recorded with the records of location orders of said Town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and additions thereto or amendments thereof.

Attest: _____
Town Clerk

**AERIAL CABLE PLACEMENT REQUEST
ELM ST.
CONCORD, MA**

-  Utility pole
-  Lash additional cable to existing strand

**Pole # 42
Elm St**

**Pole # 1
Elm St.**



**133 Keyes Road
Concord, MA 01742**



DATE: 06/22/2022

MEMORANDUM

TO: Michael Gibbons, 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 Elm Street.

This memorandum is to provide comments to the Select Board on the petition for a Grant of Location filed by Comcast of Massachusetts III, Inc. on Elm Street. The applicant proposes new coaxial cable to be over-lashed to the existing Comcast network from utility pole # 2 Elm Street to utility pole # 42 Elm Street to provide for a network enhancement. Concord Public Works (CPW) Engineering Division and Concord Municipal Light Plant (CMLP) have reviewed the attached Grant of Location petition dated February 22, 2022 and recommend approval of the petition with the following conditions.

1. Prior to construction, the applicant must complete a pre-Hearing site visit with the Concord Municipal Light Plant to review work to be completed.
2. The new aerial cable shall be installed using common industry standards, and shall be set substantially at the points indicated on the following plan. Specifically the new aerial cable must be over-lashed to the existing Comcast infrastructure installed on utility pole #2 to utility pole #42 on Elm Street.
3. Minimum separation and clearance requirements as described by the most recent National Electric Safety Code must be maintained between Comcast infrastructure and existing overhead facilities.
4. The applicant must remove any infrastructure deemed obsolete as a result of this project.
5. As-built plans must be provided to the Concord Public Works Engineering Division and Concord Municipal Light Plant Engineering Divisions prior to the final closeout of the project.
6. The Applicant will remove the new coaxial cable upon completion of its service life.
7. A ROW Permit application shall be submitted to CPW with stamped constructions plans if any alteration of surface features in the ROW is being performed. A ROW permit shall also be applied for if obstructions will be left in the ROW when no work is being performed. If a ROW permit is required, no work shall commence until CPW has completed its review and provides ROW Permit approval to the Applicant.

8. A traffic management plan shall be submitted to the Concord Police Department Traffic Safety Officer and the CPW – Engineering Division for approval.
9. The Applicant and its Contractor, if applicable, 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.
10. 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: 617-862-8437 (c)

March 3, 2022

Robyn LaFrance
Senior Administrative Assistant
Town Manager's Office
Town of Concord, MA

RE: Petition for Grant of Location, Lexington Road

Dear Robyn:

Enclosed please find Comcast's Petition for Aerial Installation of Coaxial Cable along Lexington Road. 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

3/3/2022

To the Select Board 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:

- *Lexington 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 underground 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 Select Board 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 over-lashed to the existing Comcast network from utility pole #27 Lexington Rd. to utility pole # 67 Lexington Rd. to provide for a network enhancement, 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:

- *Lexington Road*

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the Town of Concord, Massachusetts held the _____ day of _____, 2022.

Clerk of Select Board

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.

Select Board 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 Select Board of the Town of Concord, Massachusetts, on the _____ day of _____, and recorded with the records of location orders of said Town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and additions thereto or amendments thereof.

Attest: _____
Town Clerk



Pole #27
Lexington Rd.

Pole #67
Lexington Rd.

**AERIAL CABLE PLACEMENT REQUEST
LEXINGTON RD.
CONCORD, MA**

- Utility pole
- Lash additional cable to existing network

**133 Keyes Road
Concord, MA 01742**



DATE: 06/22/2022

MEMORANDUM

TO: Michael Gibbon, 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 Lexington Road.

This memorandum is to provide comments to the Select Board on the petition for a Grant of Location filed by Comcast of Massachusetts III, Inc. on Lexington Road. The applicant proposes new coaxial cable to be over-lashed to the existing Comcast network from utility pole # 27 Lexington Road to utility pole # 67 Lexington Road to provide for a network enhancement. Concord Public Works (CPW) Engineering Division and Concord Municipal Light Plant (CMLP) have reviewed the attached Grant of Location petition dated March 3, 2022 and recommend approval of the petition with the following conditions.

1. Prior to construction, the applicant must complete a pre-Hearing site visit with the Concord Municipal Light Plant to review work to be completed.
2. The new aerial cable shall be installed using common industry standards, and shall be set substantially at the points indicated on the following plan. Specifically the new aerial cable must be over-lashed to the existing Comcast infrastructure installed on utility pole #27 to utility pole #67 on Lexington Road.
3. Minimum separation and clearance requirements as described by the most recent National Electric Safety Code must be maintained between Comcast infrastructure and existing overhead facilities.
4. The applicant must remove any infrastructure deemed obsolete as a result of this project.
5. As-built plans must be provided to the Concord Public Works Engineering Division and Concord Municipal Light Plant Engineering Divisions prior to the final closeout of the project.
6. The Applicant will remove the new coaxial cable upon completion of its service life.
7. A ROW Permit application shall be submitted to CPW with stamped constructions plans if any alteration of surface features in the ROW is being performed. A ROW permit shall also be applied for if obstructions will be left in the ROW when no work is being performed. If a ROW permit is required, no work shall commence until CPW has completed its review and provides ROW Permit approval to the Applicant.

8. A traffic management plan shall be submitted to the Concord Police Department Traffic Safety Officer and the CPW – Engineering Division for approval.
9. The Applicant and its Contractor, if applicable, 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.
10. 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: 617-862-8437 (c)

February 22, 2022

Robyn LaFrance
Senior Administrative Assistant
Town Manager's Office
Town of Concord, MA

RE: Petition for Grant of Location, Main Street

Dear Robyn:

Enclosed please find Comcast's Petition for Aerial Installation of Coaxial Cable along Main Street. 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

2/22/2022

To the Select Board 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:

- *Main Street*

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 underground 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 Select Board 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 over-lashed to the existing Comcast network from utility pole # 159 Main St. to utility pole # 161 Main St. to provide for a network enhancement, 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:

- *Main Street*

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the Town of Concord, Massachusetts held the _____ day of _____, 2022.

Clerk of Select Board

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.**

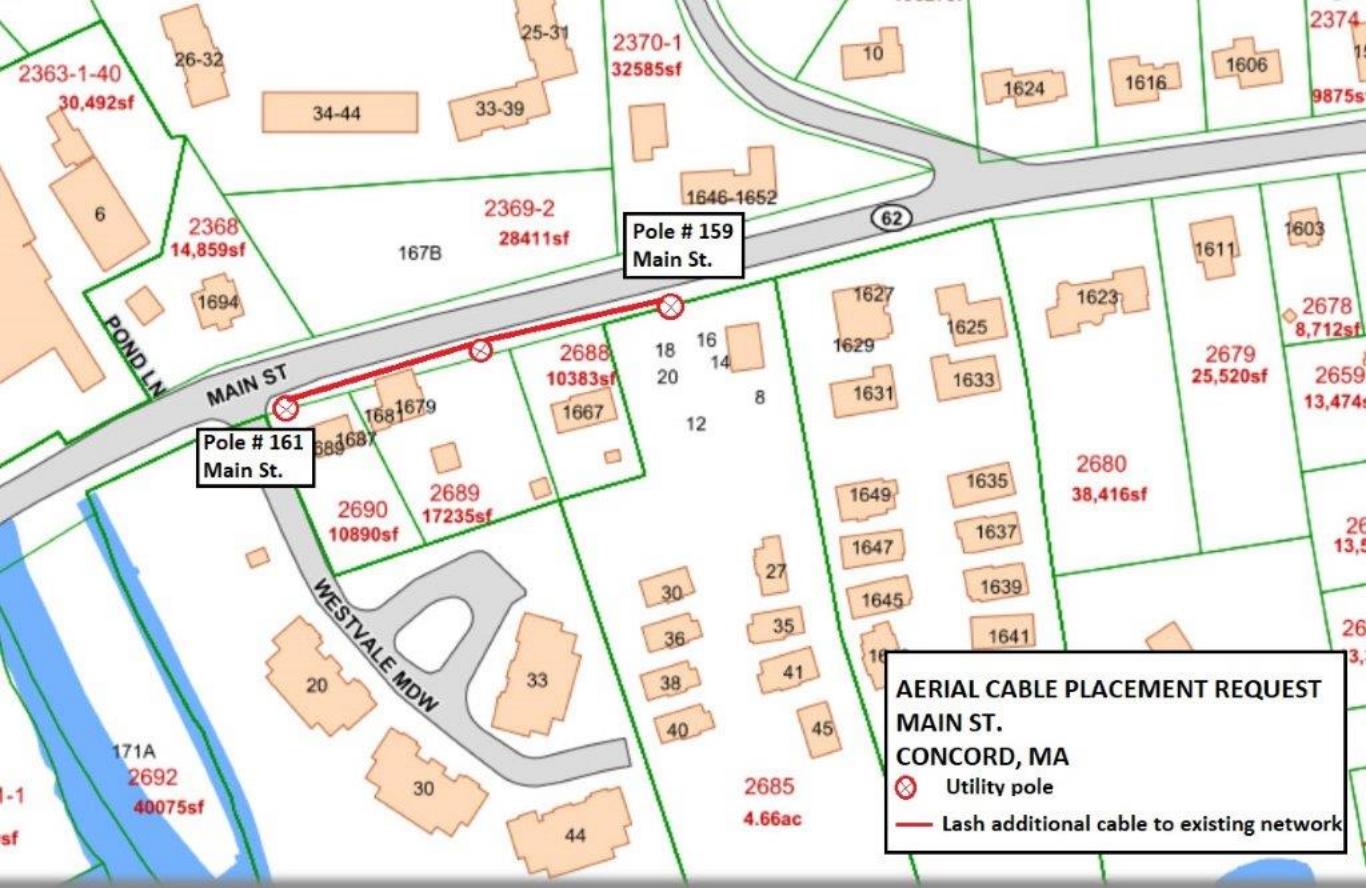
permission to install coaxial cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment 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.

Select Board 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 Select Board of the Town of Concord, Massachusetts, on the _____ day of _____, and recorded with the records of location orders of said Town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and additions thereto or amendments thereof.

Attest: _____
Town Clerk



**133 Keyes Road
Concord, MA 01742**



DATE: 06/22/2022

MEMORANDUM

TO: Michael Gibbons, 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 Main Street.

This memorandum is to provide comments to the Select Board on the petition for a Grant of Location filed by Comcast of Massachusetts III, Inc. on Main Street. The applicant proposes new coaxial cable to be over-lashed to the existing Comcast network from utility pole # 159 Main Street to utility pole # 161 Main Street to provide for a network enhancement. Concord Public Works (CPW) Engineering Division and Concord Municipal Light Plant (CMLP) have reviewed the attached Grant of Location petition dated February 22, 2022 and recommend approval of the petition with the following conditions.

1. Prior to construction, the applicant must complete a pre-Hearing site visit with the Concord Municipal Light Plant to review work to be completed.
2. The new aerial cable shall be installed using common industry standards, and shall be set substantially at the points indicated on the following plan. Specifically the new aerial cable must be over-lashed to the existing Comcast infrastructure installed on utility pole #159 to utility pole #161 on Main Street.
3. Minimum separation and clearance requirements as described by the most recent National Electric Safety Code must be maintained between Comcast infrastructure and existing overhead facilities.
4. The applicant must remove any infrastructure deemed obsolete as a result of this project.
5. As-built plans must be provided to the Concord Public Works Engineering Division and Concord Municipal Light Plant Engineering Divisions prior to the final closeout of the project.
6. The Applicant will remove the new coaxial cable upon completion of its service life.
7. A ROW Permit application shall be submitted to CPW with stamped constructions plans if any alteration of surface features in the ROW is being performed. A ROW permit shall also be applied for if obstructions will be left in the ROW when no work is being performed. If a ROW permit is required, no work shall commence until CPW has completed its review and provides ROW Permit approval to the Applicant.



8. A traffic management plan shall be submitted to the Concord Police Department Traffic Safety Officer and the CPW – Engineering Division for approval.
9. The Applicant and its Contractor, if applicable, 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.
10. 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: 617-862-8437 (c)

March 10, 2022

Robyn LaFrance
Senior Administrative Assistant
Town Manager's Office
Town of Concord, MA

RE: Petition for Grant of Location, Monument Street

Dear Robyn:

Enclosed please find Comcast's Petition for Aerial Installation of Coaxial Cable along Monument Street. 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

3/10/2022

To the Select Board 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:

- *Monument Street*

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 underground 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 Select Board 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 over-lashed to the existing Comcast network from utility pole #105 Monument St. to utility pole #122 Monument St. to provide for a network enhancement, 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:

- *Monument Street*

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the Town of Concord, Massachusetts held the _____ day of _____, 2022.

Clerk of Select Board

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.**

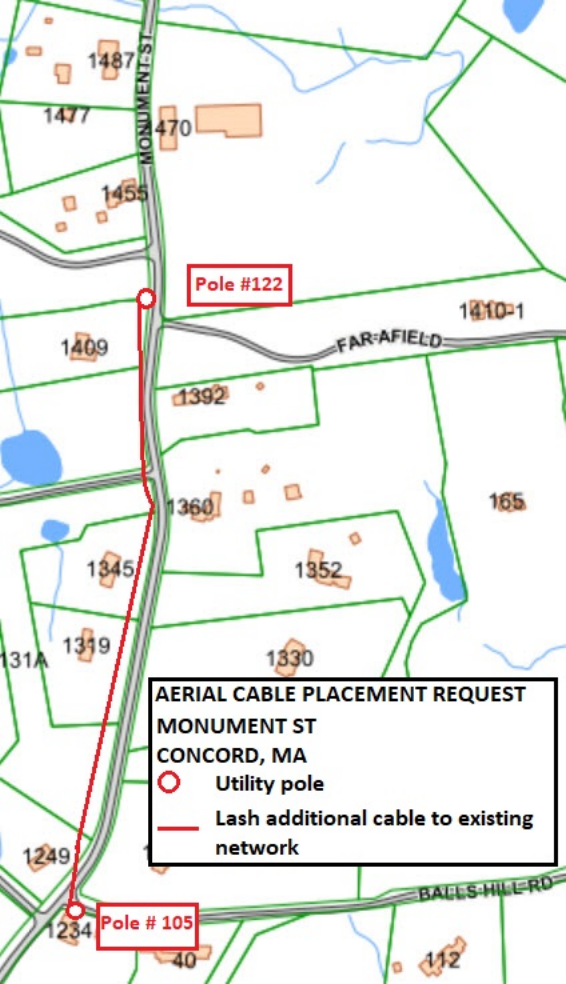
permission to install coaxial cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment 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.

Select Board 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 Select Board of the Town of Concord, Massachusetts, on the _____ day of _____, and recorded with the records of location orders of said Town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and additions thereto or amendments thereof.

Attest: _____
Town Clerk



**133 Keyes Road
Concord, MA 01742**



DATE: 06/22/2022

MEMORANDUM

TO: Michael Gibbons, 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 Monument Street.

This memorandum is to provide comments to the Select Board on the petition for a Grant of Location filed by Comcast of Massachusetts III, Inc. on Main Street. The applicant proposes new coaxial cable to be over-lashed to the existing Comcast network from utility pole # 105 Monument Street to utility pole # 122 Monument Street to provide for a network enhancement. Concord Public Works (CPW) Engineering Division and Concord Municipal Light Plant (CMLP) have reviewed the attached Grant of Location petition dated March 10, 2022 and recommend approval of the petition with the following conditions.

1. Prior to construction, the applicant must complete a pre-Hearing site visit with the Concord Municipal Light Plant to review work to be completed.
2. The new aerial cable shall be installed using common industry standards, and shall be set substantially at the points indicated on the following plan. Specifically the new aerial cable must be over-lashed to the existing Comcast infrastructure installed on utility pole #105 to utility pole #122 on Monument Street.
3. Minimum separation and clearance requirements as described by the most recent National Electric Safety Code must be maintained between Comcast infrastructure and existing overhead facilities.
4. The applicant must remove any infrastructure deemed obsolete as a result of this project.
5. As-built plans must be provided to the Concord Public Works Engineering Division and Concord Municipal Light Plant Engineering Divisions prior to the final closeout of the project.
6. The Applicant will remove the new coaxial cable upon completion of its service life.
7. A ROW Permit application shall be submitted to CPW with stamped constructions plans if any alteration of surface features in the ROW is being performed. A ROW permit shall also be applied for if obstructions will be left in the ROW when no work is being performed. If a ROW permit is required, no work shall commence until CPW has completed its review and provides ROW Permit approval to the Applicant.

8. A traffic management plan shall be submitted to the Concord Police Department Traffic Safety Officer and the CPW – Engineering Division for approval.
9. The Applicant and its Contractor, if applicable, 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.
10. 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: 617-862-8437 (c)

March 3, 2022

Robyn LaFrance
Senior Administrative Assistant
Town Manager's Office
Town of Concord, MA

RE: Petition for Grant of Location, Old Bedford Road

Dear Robyn:

Enclosed please find Comcast's Petition for Aerial Installation of Coaxial Cable along Old Bedford Road. 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

3/3/2022

To the Select Board 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:

- *Old Bedford 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 underground 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 Select Board 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 over-lashed to the existing Comcast network from utility pole #19 Old Bedford Rd. to utility pole # 32 Old Bedford Rd. to provide for a network enhancement, 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:

- *Old Bedford Road*

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the Town of Concord, Massachusetts held the _____ day of _____, 2022.

Clerk of Select Board

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.**

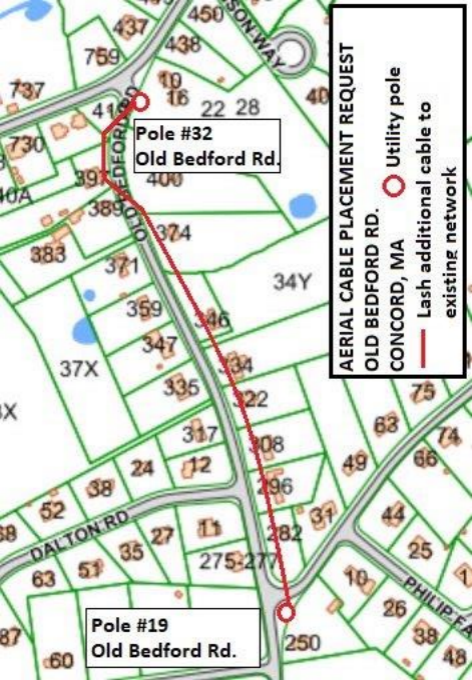
permission to install coaxial cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment 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.

Select Board 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 Select Board of the Town of Concord, Massachusetts, on the _____ day of _____, and recorded with the records of location orders of said Town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and additions thereto or amendments thereof.

Attest: _____
Town Clerk



Pole #32
Old Bedford Rd.

Pole #19
Old Bedford Rd.

**AERIAL CABLE PLACEMENT REQUEST
OLD BEDFORD RD.
CONCORD, MA**

- Utility pole
- Lash additional cable to existing network

**133 Keyes Road
Concord, MA 01742**



DATE: 06/22/2022

MEMORANDUM

TO: Michael Gibbons, 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 Old Bedford Road.

This memorandum is to provide comments to the Select Board on the petition for a Grant of Location filed by Comcast of Massachusetts III, Inc. on Main Street. The applicant proposes new coaxial cable to be over-lashed to the existing Comcast network from utility pole # 19 Old Bedford Road to utility pole # 32 Old Bedford Road to provide for a network enhancement. Concord Public Works (CPW) Engineering Division and Concord Municipal Light Plant (CMLP) has reviewed the attached Grant of Location petition dated March 3, 2022 and recommends approval of the petition with the following conditions.

1. Prior to construction, the applicant must complete a pre-Hearing site visit with the Concord Municipal Light Plant to review work to be completed.
2. The new aerial cable shall be installed using common industry standards, and shall be set substantially at the points indicated on the following plan. Specifically the new aerial cable must be over-lashed to the existing Comcast infrastructure installed on utility pole #19 to utility pole #32 on Old Bedford Road.
3. Minimum separation and clearance requirements as described by the most recent National Electric Safety Code must be maintained between Comcast infrastructure and existing overhead facilities.
4. The applicant must remove any infrastructure deemed obsolete as a result of this project.
5. As-built plans must be provided to the Concord Public Works Engineering Division and Concord Municipal Light Plant Engineering Divisions prior to the final closeout of the project.
6. The Applicant will remove the new coaxial cable upon completion of its service life.
7. A ROW Permit application shall be submitted to CPW with stamped constructions plans if any alteration of surface features in the ROW is being performed. A ROW permit shall also be applied for if obstructions will be left in the ROW when no work is being performed. If a ROW permit is required, no work shall commence until CPW has completed its review and provides ROW Permit approval to the Applicant.

8. A traffic management plan shall be submitted to the Concord Police Department Traffic Safety Officer and the CPW – Engineering Division for approval.
9. The Applicant and it's Contractor, if applicable, 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.
10. 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.



Town Clerk's Office
22 Monument Square
Concord, MA 01742

Memo

To: Select Board
Cc: Kerry Lafleur, Town Manager
Board of Registrars
From: Kaari Mai Tari, Town Clerk
Date: July 20, 2022
Re: Election Officer Appointments

Pursuant to MGL Chapter 54: Section 12, I would like to request, on behalf of the Board of Registrars, appointment of the following **69** voters (list of appointees follows) as Election Officers for terms to expire July 31, 2023.

Party distribution among 69 Election Workers

Democrat: #42 / 61%

Republican: #3 / 4%

Unenrolled: #24 / 35%

Thank you for your consideration.

Kaari

Last Name	First Name		Voting Precinct	Party
Andrews	Carolyn	11 Dalton Road	4	U
Bader	Stephan	7 River Street	1	D
Baryjames	Beth	149 Central St	2	U
Bearse	Carol	127 Nashoba Rd	1	D
Bell	David	1657 Monument Street	5	U
Benn	Michael	747 Old Marlboro Rd	3	R
Bode	Maryl	180 Thoreau St	4	D
Boger	Matthew	121 Baker Ave	1	D
Clark	Maura	85 Walden Street	5	D
Covalucci	Renee	858 Main Street	1	D
Cratsley	Holly	10 Edmonds Rd	4	D
Danysh	Heather	1869 Main Street	2	D
David	William	41 Morningside Ln, Lincoln, MA	2	D
Diaz	Christine	1341 Main Street	2	D

Feshbach-Meriney	Devra	208 Old Marlboro Road	3	D
Finan	Barbara	28 Peter Bulkeley Rd	3	D
Fivek	Barbara	96 Whittemore St	1	U
Foulds	Brian	33 Riverdale Road	1	U
Francisco	Brian	Fourth Street, Westford, MA	4	D
Gardella	Mary Elizabeth	14 Edmonds Road	4	D
Garvey	Mark	25 Damon Street	2	U
Giddings	Colleen	474 Barretts Mill Road	5	D
Giddings	Mark	474 Barretts Mill Road	5	U
Hagerty	Kristen	19 Revolutionary Rd	4	D
Hardy	Douglas	250 Heaths Bridge Road	4	D
Hartman	Robert	16 Concord Greene, Unit 6	3	D
Hilsinger	Robert	102 Central St	2	D
Holmes	Elizabeth	211 Stone Root Lane	3	U
Hult	Mary	20 S. Meadow Road, G	3	D
Kane	Patricia	62 Lexington Rd	4	U
Kaufman	Alice	1615 Lowell Rd	5	D
Kerr	Nancy	25 Upland Rd	3	D
Kirincich	Steven	76 Channing Road	5	D
Knight	Suzanne	64 Bayberry Rd	1	U
Lang	Melissa	16 Edmonds Rd	4	U
Livingston	Susan	39 Wilson Rd	1	D
Lloyd	Renee	26 Arrowhead Road	4	D
Lott	William	1011 Main Street	3	U
Loynd	Richard	20 Crest Street	3	D
Mardis	Heather	22 Monsen Road	4	D
Marsh	Abby	707 Barretts Mill Rd	5	U
McCullar	Kristin	584 Walden Street	4	U
Memisoglu	Asli	97 Jennie Dugan Road	3	D
Mullaney	Anne	138 North Branch Rd	2	D
Nichols	Carol	58 Brister's Hill Road	4	U
Nicolson	Murray	226 Peter Spring Road	4	D
Olson	Jean	8 Wright Farm	5	U
ONEill	Laurie	4 Chestnut St	4	D
Quakenbush	Ellen	206 Prairie St	2	D
Quimby	David	32 Center Village Drive	2	D
Reed	Karlen	83 Whits End Road	5	D
Reidy	Kathleen	125 Paul Revere Rd	3	D

Ring	Jamie	80 Riverdale Road	1	D
Rust	Elizabeth	201 Commonwealth Avenue	1	D
Sandeen	Jill	232 Virginia Rd	4	D
Sheff	Desiree	1400 Lowell Rd	5	D
Smith	Laura	18 Central St	2	U
Sparta	Dan	63 Prescott Rd	4	R
St. Croix	Susan	32 Center Village Drive	2	D
Sullender	Dean	64 Bayberry Rd	1	U
Tarlow	Barbara	63 Tanglewood Dr	4	U
Ten-Hove	Moira	187 Oak Hill Circle	1	U
Teylouni	Hany	55 Crest Street	3	U
Van Deusen	Alice	5 Oxbow Rd	4	U
Wargelin	Margaret	97 Hillside Ave	2	D
Webster	Scott	314 Elm Street	1	R
Williams	Sally	113 Hillside Ave	2	U
Wine	Abigail	106 Alden Rd	3	U
Zavolas	Nicholas	1314 Avalon Dr, Acton	1	D

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

Warrant for State Primary, September 6, 2022

SS. Middlesex

To the Constables of the Town of Concord

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said town who are qualified to vote in Primaries to vote at:

Precinct	Polling Location
1	Dept. of Planning & Land Management – 141 Keyes Road
2	Harvey Wheeler Community Center – 1276 Main Street
3	Harvey Wheeler Community Center – 1276 Main Street
4	Hunt Gymnasium – 90 Stow Street (new polling location)
5	Hunt Gymnasium – 90 Stow Street

On **TUESDAY, THE SIXTH DAY OF SEPTEMBER 2022** from 7:00 am to 8:00 pm for the following purpose:

To cast their votes in the State Primary for the candidates of political parties for the following offices:

- GOVERNOR..... FOR THIS COMMONWEALTH
- LIEUTENANT GOVERNOR FOR THIS COMMONWEALTH
- ATTORNEY GENERAL FOR THIS COMMONWEALTH
- SECRETARY OF STATE..... FOR THIS COMMONWEALTH
- TREASURER..... FOR THIS COMMONWEALTH
- AUDITOR FOR THIS COMMONWEALTH
- REPRESENTATIVE IN CONGRESS THIRD DISTRICT
- COUNCILLOR..... THIRD DISTRICT
- SENATOR IN GENERAL COURT THIRD MIDDLESEX DISTRICT
- REPRESENTATIVE IN GENERAL COURT... .. THIRTEENTH MIDDLESEX DISTRICT
-*Precincts 3 & 4*
- REPRESENTATIVE IN GENERAL COURT... .. FOURTEENTH MIDDLESEX DISTRICT
-*Precincts 1, 2, & 5*
- DISTRICT ATTORNEY.....NORTHERN DISTRICT
- SHERIFF..... MIDDLESEX COUNTRY

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this 25th day of July 2022.

Select Board of: Concord, Massachusetts

Posting per notice bylaw
Indicate method of service of warrant

Constable

Date

Warrant must be posted by August 30, 2022, at least seven days before September 6, 2022.

COMMONWEALTH OF MASSACHUSETTS
TOWN OF CONCORD

Warrant for Special Town Election, September 6, 2022

SS. Middlesex

To the Constables of the Town of Concord

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify the legal voters of said Town of Concord, qualified to vote in elections, to vote at Precincts 1 through 5 at the following locations, all in said Concord:

Precinct	Polling Location
1	Dept. of Planning & Land Management – 141 Keyes Road
2	Harvey Wheeler Community Center – 1276 Main Street
3	Harvey Wheeler Community Center – 1276 Main Street
4	Hunt Gymnasium – 90 Stow Street (new polling location)
5	Hunt Gymnasium – 90 Stow Street

On **TUESDAY, THE SIXTH DAY OF SEPTEMBER 2022 FROM 7:00 AM TO 8:00 PM** for the following purpose:

To act on the following ballot question:

QUESTION 1

Shall the Town of Concord be allowed to exempt from the provisions of proposition two and one-half, so called, the amounts required to pay the Town’s allocable share of the bond issued by the Concord-Carlisle Regional School District for improvements including the design and reconstruction of the High School access road?

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.
Given under our hands this 25th day of July 2022.

Select Board of: Concord, Massachusetts

Posting per notice bylaw _____
Indicate method of service of warrant

Constable Date

Warrant must be posted by August 23, 2022, at least fourteen days before September 6, 2022.



Concord Housing Development Corporation

July 15, 2022

TO: Matt Johnson, Select Board Chair
FROM: Lee Smith, CHDC Chair
CC: Keith Bergman, CMAHT Chair, CHDC Board
RE: Christopher Heights (f/k/a Junction Village) Update

Please accept this memo as an update on the status of the Christopher Heights affordable housing development project off Winthrop Street. Earlier this week, I spoke with the developer who informed me that the Massachusetts Department of Community Development (DHCD) has paused its process for funding affordable housing projects across the state. As the result of the COVID-19 pandemic and other supply chain, economic and inflationary factors, multiple affordable housing projects in the pipeline have faced significant cost increases causing developers to request additional funds from DHCD in order to make their projects financially viable. DHCD has now asked these developers to reapply for funding either in a "mini-round" this summer and fall, or in a larger funding round next year. DHCD has also made it clear that in order to be considered for funding, they expect the municipalities where the projects will be built to provide additional support for the projects. Kate Racer, Associate Director at DHCD, has offered to meet with the Town to provide more information regarding the State's requirements and process.

The Christopher Heights project cost has increased from ~\$20 million in 2020 to ~\$28 million today. After exhausting all other efforts to bridge this gap, the project is still facing a funding gap of approximately \$1.3 million.

Until recently, the developer had been told that a connection to the municipal sewer system was not possible, thereby requiring the installation of an on-site wastewater system. Now, based on legal rulings in the context of 40B development challenges, there is a question of whether the Town may be required to allow a connection to the Town sewer. Discussions have begun regarding the viability of using a sewer connection as an alternative to an on-site treatment system. It is expected that a sewer connection could provide significant cost savings for the project.

As the result of DHCD's new requirement of additional municipal support for affordable housing projects, CHDC is asking the Select Board to consider supporting a contribution from the Municipal Affordable Housing Trust Fund to be used for the sewer connection or, if not feasible, the on-site treatment plant. It is anticipated that this additional support will be a significant factor in DHCD's consideration of the developer's new application for additional funding that would bridge the project's funding gap and enable the project to proceed in the coming months.

The Christopher Heights project will create 83 SHI-eligible units for the Town. This project is the only viable way to keep the Town's calculation of affordable housing inventory above 10% in the near-term, thereby providing "safe-harbor" under Chapter 40B. Without the Town's additional support as now required by DHCD, the Christopher Heights project will likely not be built and the Town's affordable housing inventory will drop below 10% for some number of years making it vulnerable to "unfriendly" large scale 40B projects where the Town will have limited control of what and where the projects will be built.

The Town has three options:

(1) Provide funding and/or other municipal support in accordance with the DHCD summer funding timetable: Specifically, the Town could authorize the connection to Town sewer from either Winthrop Street or Commonwealth Road per direction of Concord Public Works/Public Works Commission. This provides an initial cost benefit to the project as well as annual operating savings. Further, the CMAHT could fund the sewer improvement fee (~\$500k) and the construction of the sewer main connection (~\$300k). This would help bridge the current project gap and provide an overall savings for the project within the required timetable.

(2) Provide funding for a later DHCD funding round: If the Town does not/cannot accommodate connection to Town sewer, the CMAHT could provide ~\$800k (or some other amount) to the project towards the construction of an on-site wastewater



Concord Housing Development Corporation

Page 2 of 2

treatment system. This option cannot be accomplished for the DHCD summer funding round because the DEP permit process would effectively extend beyond the requirement for a 3 month closing. The project could apply at a later date in a more competitive funding round which may or may not be successful. This option would not create units before the SHI recalibration likely resulting in the Town falling below 10% on the SHI.

(3) The Town could decline to provide any additional support for the project. This would likely result in DHCD's denial of funding requests thereby resulting in the termination of the project. Should the project terminate, more than 10 years of work by Town committees, boards and staff will be lost, as well as some amount of CPA pre-development funding and it will take many years before another affordable housing project be considered and progress to this point.

Points to consider:

- Even with the increased project cost, the Christopher Heights project has a \$388,400 total per unit development cost, and \$48,000 per unit of Concord funds including the present request for funding. No other local project has had that low a per unit subsidy. The previously proposed Gerow land project had a unit cost of ~\$750,000. The Assabet River Bluff project has a \$200,000 per unit subsidy just for the land acquisition, with expected future request for additional significant construction costs.
- We are well aware that the Town, CHDC and Grantham signed an MOU in 2017 in which the developer agreed not to request any additional financial support from the Town. This request comes from DHCD and if the funds are used for a Town sewer connection, they would, in part, be going back to the Town through the sewer connection fee. These funds would not be applied directly to the project or Grantham, but the sewer connection (with all costs) be provided to the project.
- The DHCD Notice Of Funding Availability (NOFA) requires developers submit a letter of interest by 7/21, and DHCD will then invite only seven (7) applicants to apply by 9/30, with only five projects to be awarded in November. We expect that the Christopher Heights project will be invited to apply for this summer round. Developments must have already been reviewed by DHCD, be able to close 3 months after award, and have an additional local municipality contribution. The letter of interest does not need to have a commitment for the additional local funds or support, but must indicate a positive willingness to work towards a firm commitment by 9/30. A draft letter is attached.

Thank you for your consideration of the above and I look forward to meeting with you.



OLD NORTH BRIDGE

TOWN OF CONCORD

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

TO: Concord Select Board
FROM: Concord Municipal Affordable Housing Trust c/o Chair Keith Bergman
CC: CMAHT members, CHDC chair Lee Smith, Liz Rust, Marcia Rasmussen
DATE: July 20, 2022
SUBJ: Christopher Heights/Junction Village

Thank you for scheduling an agenda item for the Select Board's meeting on Monday, July 25, 2022 for a status update on Christopher Heights/Junction Village funding requirements.

Please know that, at its meeting on July 20, 2022, the Concord Municipal Affordable Housing Trust (CMAHT) Board of Trustees voted unanimously (5-0)¹ to express its support for Grantham Group's request to the state's Department of Housing and Community Development (DHCD) for additional state funding for the Christopher Heights / Junction Village project; and, further, to express to the Select Board that the Trust views this project as the highest and best use of any Town funds for affordable housing, the use of which would be subject to the Select Board's policy direction.

Housing Production Plan Steering Committee members had learned on June 15, 2022 that 2020 year-round housing unit figures would not be issued by the U.S. Census until May 2023, so the state's DHCD would not be adjusting calculation of Chapter 40B goals until then. However, even by that later date, the Christopher Heights project's 83 units would not be countable on the Town's Subsidized Housing Inventory (SHI), in which case Concord would fall below its new 10% goal by some 8 to 20 units.

This situation has greatly informed meetings CMAHT has hosted with our fellow housing entities on June 22, June 29 and July 20, 2022² to discuss and coordinate affordable housing funding goals and priorities for this year, and identify what strategies could be pursued to stay above 10%. Both Regional Housing Services Office Director Liz Rust and Director of Planning and Land Management Marcia Rasmussen now advise us that Christopher Heights is the Town's only option for staying above 10%, so Trust members appreciate that the Select Board will be reviewing the Concord Housing Development Corporation's update on funding requirements for that project on Monday night. Many of us will also plan to be in attendance.

Thanks very much for your consideration.

¹ CMAHT's members are Linda Escobedo, Michael Lawson, Rich Feeley, Kerry Lafleur and Keith Bergman.

² CMAHT recent meetings have included members of the Concord Housing Authority, Concord Housing Development Corporation, Concord Housing Foundation, Community Preservation Committee, Finance Committee, Planning Board, and Select Board; and RHSO Director Liz Rust and DPLM Marcia Rasmussen.



The GRANTHAM GROUP, LLC

99 Pleasant Street · Marlborough, Massachusetts, 01752
Tel (508) 281-8001 · Fax (508) 449-6751

July 18, 2022

Catherine Racer, Associate Director
Massachusetts Depart. of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, Massachusetts 02114

RE: American Rescue Plan Act (ARPA) High Readiness Round

Dear Kate,

On behalf of my organization the Grantham Group, it is my pleasure to transmit this Letter of Intent to inform the Department of our interest to submit the Christopher Heights of Concord Project for consideration as part of the ARPA High Readiness Round.

In June 2020, in the depths of the COVID pandemic the Christopher Heights of Concord Project received an award of LIHTC credits. At that time the Project was in possession of all its necessary regulatory approvals, notably including its 40B Comprehensive Permit (all regulatory approvals remain in place today). As you are aware that award was based upon construction budget assumptions that pre-dated the COVID pandemic (not to mention the upheavals in the construction industry and supply chain issues that accompanied it).

As one of the largest providers of housing and assisted living services to low-income frail elderly in the Commonwealth, our organization and residents were deeply impacted by the pandemic. As you can imagine the pandemic and the health and safety restrictions it required, changed the way our residents were able to experience life in our communities as we implemented our pandemic response plans. Due in large measure to the dedication of our staff and residents, our communities were not significantly impacted. Given the uncertainty prior to promulgation of the vaccine, it was determined that there was a need to pause the Concord project until the Massachusetts Executive Office of Elder Affairs eased COVID mitigation measures applicable to our facilities.

It is somewhat of an understatement to say that in the time that has elapsed between the June 2020 award and the current day, that much has changed in the construction and capital markets. Like all construction projects nationwide, Christopher Heights of Concord has been dramatically impacted by monthly escalations in construction and operational costs as well as the changes in the interest rate environment.

Since the lifting of restrictions and the resumption of development efforts in Winter of 2022, the Grantham team has been working diligently to address escalating construction costs using the existing project budget. These efforts included deferring developer fee, developer project loans into the Project as well as various value engineering activities. In addition to these efforts the Developer and the Town have worked together to identify new options to make the project viable. One key cost savings item identified is town sewer

capacity that would enable the project to forgo a previous on-site sewage treatment plant projected to cost \$1.3 million in favor of municipal sewer connection. The Concord Housing Development Corporation (CHDC) is seeking funds from the Concord Municipal Affordable Housing Trust (CMAHT) for \$800,000 which will fund the sewer connection fee and the cost of sewer construction connection. Even when factoring in municipal sewer connection and privilege fees, this connection will result in a net development cost savings of approximately \$500,000 to the project. CHDC has spoken with the chair of the CMAHT who has enthusiastic support for this funding request. The Select Board will review this request on its July 25th meeting. We'd expect all approvals to be in place by the time a full OneStop is submitted, or the project will not submit a full OneStop application to DHCD in fairness to others applying.

The updated Town commitments are as follows:

- \$2,000,000 in Town CPC Funds (allocated in 2019)
- A Tax Increment Financing Agreement Sponsored by the Town
- \$655,000 local HOME Consortium Funds (\$485,000 previously allocated)
- \$800,000 in Affordable Housing Trust Funds to pay the town for the connection fee and sewer construction improvements (resulting in net project savings of \$500,000 by not constructing an on-site sewage treatment plant)

In addition to the Town's Project Commitments, the Developer has moved to contribute 70% or \$900,000 of developer fee into the Development Budget.

Despite the hurdles created by the pandemic the Project's fundamentals remain strong. The Project will create 83 units for the Town's Subsidized Housing Inventory (SHI), 43 of will be reserved for moderate, low-and very-low-income individuals. The Project's per unit development cost of \$338,000/unit is still well below the State average and represents extremely good value for the Department. The project has all its approvals in place and would face no potential delay related to zoning, permitting, or otherwise. In addition to regulatory approvals, the Project's design and engineering will be at bid-level readiness as required for the September 30, 2022 deadline. To that end, please find as attached to this letter confirmation of this readiness from the Project Architect.

In closing, I would like to reiterate on behalf of the Grantham team and the Town of Concord, that we collectively are committed to seeing the Christopher Heights of Concord project become a reality and appreciate the Department's continued support for this Project. The Project's fundamentals are strong as is its readiness to proceed quickly to a closing. It is my ardent hope that despite the limited resources, that the Project receives consideration for inclusion in the Department's upcoming High Readiness Round.

Sincerely yours,

Walter Ohanian

Walter Ohanian, Managing Director
The Grantham Group, LLC

DRAFT VERSION

**Draft Schedule of Fall 2022 Special Town Meeting (STM)
Nagog Water Treatment Facility**

ACTION	REFERENCE	TIMETABLE/CONSIDERATIONS	DATE
Open Warrant	MGL Ch. 39, §10		Placeholder: July 29, 2022
Close Warrant & Approve Order of Warrant	Art 3, 1974 STM	Open 10 days; public hearing dates should be included in the warrant; warrant must include time, date, and location of special town meeting, and agenda (written articles) for STM.	Placeholder: August 8, 2022
Post Warrant & mail to all Concord households	Town Meeting Bylaw M.G.L. Ch. 39, §10	At least 14 days prior to STM (and prior to hearings);	Placeholder: August 17, 2022
Public hearings: Select Board? Finance Committee (mandatory) Public Works Commission?	Finance Committee Bylaw	agendas for public hearing must be posted 48 hours in advance (excluding holidays and weekend); public hearings must occur after the warrant posting and before special town meeting (see notes below).	Placeholder: September 8, 2022 recommended that public hearings occur about ten days after the warrant is mailed out.
Finance Committee Report	Finance Committee Bylaw	Prior to Town Meeting and in ample time to prepare a written report.	Placeholder for mailing of FinCom report: September 29, 2022; Recommended at least 7 days before STM
Last Day to Register to Vote for STM	M.G.L. Ch. 51, §§26 & 28	10 days prior to STM	Placeholder: September 26, 2022
Special Town Meeting	MGL Ch. 39, §10 Special Town Meeting Bylaw		Placeholder: October 6, 2022

Notes:

- Households should receive the Warrant at least 5 business days prior to the first public hearing.
- The Finance Committee is required to have a public hearing on any articles where the expenditure or appropriation of money is being considered. The recommendations of the Finance Committee shall be reported in print to the Special Town Meeting.



OLD NORTH BRIDGE

TOWN OF CONCORD

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

July 25, 2022

Office of the Federal Lands Access Program Grant Administration:

Concord has long been committed to providing the best service for both residents and visitors to the area. The Town's history is intertwined with the founding and social development of our nation, from the first day of the American Revolution to the transcendentalist and abolitionist movements of the 1800s. Concord's principled approach to development continues today, as the town implements its *Climate Action Plan* to deliver more sustainable solutions to complex problems.

Transportation is a nexus in the Town's sustainability and economic development goals and is a driving factor in expanding these initiatives in Concord. Concord has worked with the towns of Lexington and Lincoln along with the Minute Man National Historical Park on a feasibility study and has prepared a grant application seeking funds for a regional shuttle program through the Federal Land Access Program.

The shuttle program would allow access for many new people to the region which currently has no practical way to travel between the towns without a vehicle. It would create a more complete multi-modal transportation system for visitors and locals alike between the National Park and the towns of Concord, Lexington and Lincoln. This service would be instrumental in promoting safety for the community, providing multi-modal transportation options, reducing traffic, increasing economic development benefits for all three towns, and working towards our sustainability goals.

This grant proposal for three years of funding for four shuttles would fill a great regional need as we approach 2025, when the country will Celebrate the 250th Anniversary of the 'shot heard round the world' and the anticipated influx of tourists to our towns.

The Town of Concord is excited by this opportunity to reduce the number of vehicles on the road, support multi-modal transportation options, support our historic and cultural assets, and to continue to expand opportunities for more people to visit and learn from this incredibly diverse and historically rich area.

The Concord Select Board and Town Manager are proud to sign this letter of support for this project which will help empower the region and continue to improve access to our public lands and historic region.

Michael Gibbons

Subject: FW: Email the Concord School Committee Form submitted on Concord Public Schools - Concord-Carlisle RSD

On Mon, Jul 18, 2022 at 1:53 PM Concord Public Schools - Concord-Carlisle RSD <do-not-reply@concordps.org> wrote:

Name	Wilson
Last Name	Kerr
Email	wilsonlkerr@gmail.com
Phone	+13032492083
Do you want a response?	No

Message Regarding the Middle School Budget Issue: Inflation is at record highs. The cost of materials is going up. Please be ready to take this back to the voters in October and do not let this get to a point where a collision could derail the project, or delay it. This will only cost us/the town MORE money in the end. Everything is going up and the voters know that. We voted for a school, not a number. Let the voters speak. They voted for the new middle school plan in a LANDSLIDE. Cuts have already been made.

As a School Committee, please prepare for this NOW and help the Design Committee prepare for this. Please inform the Select Board. Thank you.

Note: All email correspondence to and from this address is subject to public review under the MA Public Records Law. As a result all messages may be monitored by and disclosed to third parties.

Motion: Ms. Nelson moves that the Town appropriate the sum of one hundred two million eight hundred sixteen thousand dollars (\$102,816,000) to be expended under the direction of the Town Manager, in consultation with the Concord Middle School Building Committee, for the construction of a new middle school, to be located at 835 Old Marlboro Road, Concord, Massachusetts (the present site of the Sanborn Middle School), including, without limitation, the costs of engineering, design, site preparation, construction, landscaping, paving, furnishing and equipping, demolishing the existing school, construction of recreational fields, parking lots and driveways, and all other costs incidental or related thereto; that to meet this appropriation the Treasurer, with the approval of the Select Board, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), or pursuant to any other enabling authority; provided, however, that this vote shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by G.L. c.59, §21C (Proposition 2½) amounts required to pay the principal of and interest on the borrowing authorized by this vote.