

**TOWN OF CONCORD
SELECT BOARD MEETING
FEBRUARY 27, 2023 | 6:30 PM**

TOWN HOUSE, 22 MONUMENT SQUARE

Join Zoom Meeting

<https://us02web.zoom.us/j/81361984806?pwd=N1MweXZIWTJ1TIJTQkrS2hPMW4xUT09>

Meeting ID: 813 6198 4806

Passcode: 338606

Dial In Toll-Free: 833 928 4609

AGENDA

#	Time*	Agenda Item
1.	6:30 PM	Consent Agenda <ul style="list-style-type: none"> • Meeting Minutes: <ul style="list-style-type: none"> - January 30, 2023 • Town Accountant Warrants: February 16, 2023 • Review Public-Private Partnership Agreements • Tour Guide License for Lois Suarez • Sunday Entertainment Licenses for the Concord Orchestra Incorporated on Sunday, March 26, 2023 and Sunday, May 21, 2023 from 2:00 PM to 6:00 PM for a symphonic orchestra concert at 51 Walden Street • One Day Liquor Licenses for Concord Country Club for All Alcoholic Beverages at 246 ORNAC on: <ul style="list-style-type: none"> - April 28, 2023 from 6:00 PM – 11:00 PM - May 5, 2023 from 6:00 PM – 11:00 PM - May 9, 2023 from 6:00 PM – 11:00 PM - May 12, 2023 from 4:00 PM – 9:00 PM - June 2, 2023 from 4:00 PM – 11:00 PM - June 3, 2023 from 9:00 AM – 7:00 PM - June 13, 2023 from 11:00 AM – 10:00 PM - June 16, 2023 from 12:00 PM – 9:00 PM - June 23, 2023 from 12:00 PM – 11:00 PM - June 24, 2023 from 9:00 AM – 7:00 PM - June 25, 2023 from 9:00 AM – 7:00 PM - July 7, 2023 from 12:00 PM – 9:00 PM - July 20, 2023 from 12:00 PM – 7:00 PM
2.		Town Manager’s Report
3.		Chair’s Report
4.	6:45 PM	Terminate the TIF Agreement with Junction Village ALF Limited Partnership
5.	6:50 PM	Public Hearing for the Application of a Transfer of License (Transfer of Stock) and Change of Manager for Artichoq Incorporated, DBA Vintages, Adventures in Wine, to Ms. Meghan K. Elwell
6.	7:00 PM	Public Hearing for Annual Town Meeting – Select Board Sponsored Warrant Articles <ul style="list-style-type: none"> - Article 4 – Ratify Personnel Board Classification Actions - Article 5 – New Classification & Compensation Plan for Regular-Status Positions - Article 6 – Amend Classification & Compensation Plan for Regular-Status Positions - Article 10 – Citizen Petition: DEI Director – Tanya Gailus - Article 22 – Citizen Petition: Municipal In-Town Solar Generation Task Force – Dean Banfield

		<ul style="list-style-type: none"> - Article 23 – Adopt Specialized Energy Stretch Code - Article 30 – 162 Plainfield Road Easement - Article 32 – Demolition Review General Bylaw - Article 36 – Citizen Petition: Update Concord Noise Bylaw – Sven Weber - Article 37 – Citizen Petition: Prohibition of Gas-Powered Leaf Blowers – Sven Weber
7.	Immediately to follow the Annual Town Meeting Public Hearing	Review Annual Town Meeting Warrant Articles and Vote Recommendations
8.		Fiscal Year 2023 Review of Legal Budget
9.		<p>Committee Nominations: <u>Civil War Monument Task Force:</u> Catherine McGrath of 134 Belknap Street to complete an unexpired term to conclude at the completion of the project</p> <p><u>Climate Action Committee:</u> Karen Gibson of 1641 Main Street for a term to expire May 30, 2024, Jerry Frenkil of 132 Jennie Dugan Road for a term to expire April 30, 2025, Janet Miller of 1647 Main Street for a term to expire April 30, 2025, Michael McDonald of 208 Wright Road for a term to expire May 30, 2024, Cheryl Baggen of 3 Bolton Street for a term to expire April 30, 2025, Ben Slayden of 135 Hillside Avenue for a term to expire April 30, 2025, Gavin Colbert of 88 Old Marlboro Road for a term to expire April 30, 2025, Jake Swenson of 140 Nut Meadow Crossing for a term to expire May 30, 2024, Paul Kirshen of 38 Longfellow Road for a term to expire May 31, 2024, John Bolduc of 58 Stow Road, Unit 9, for a term to expire April 30, 2023, Brian Crouse of 49 Indian Pipe Lane for a term to expire May 31, 2024, Brad Hubbard-Nelson of 221 Nashawtuc Road for a term to expire April 30, 2025, Courtney Eaton of 141 Mosen Road for a term to expire May 31, 2024</p> <p><u>Planning Board:</u> Robert Almeida of 28 Commerford Road to complete an unexpired term to conclude on May 31, 2024</p>
10.		<p>Committee Appointments: <u>Historic Districts Commission:</u> Kate Chartener of 888 Sudbury Road as a Full Member representative for the Concord Museum for a term to expire January 1, 2027</p> <p><u>Library Committee:</u> Kathleen Reidy of 125 Paul Revere Road for a second term to expire May 31, 2026</p> <p><u>Trustee of Town Donations:</u> Rick Miller of 300 Main Street for a retroactive appointment for a second term from June 1, 2021 to May 31, 2024, Gavin Morrissey of 38 Aurora Lane for a retroactive appointment for a second term from June 1, 2022 to May 31, 2025, Jennifer Ubaldino of 38 Crabtree Road for a second term to expire May 31, 2026</p> <p><u>West Concord Advisory Commission:</u> Susan Mlodozieniec of 392 Border Road for retroactive appointment for a second term from June 1, 2022 to May 31, 2025</p>

11.		Correspondence
12.		Select Board Liaison Reports
13.		Public Comment
14.		Adjournment

**Times are approximate and subject to change*

Current Board and Committee Vacancies
Agricultural Committee – Associate Member
Bruce Freeman Rail Trail Advisory Committee
Cemetery Committee
Commission on Disability
Comprehensive Sustainability and Energy Committee
Concord 2025 Executive Committee
Conservation Restriction Stewardship Committee
Council on Aging
Financial Audit Advisory Committee
Historic Districts Commission – Associate Member
PEG Access Advisory Committee
Personnel Board
Planning Board
Pollinator Health Advisory Committee
Transportation Advisory Committee
Trustees of Donations
West Concord Advisory Committee
West Concord Junction Cultural District
Zoning Board of Appeals – Associate Member

**Town of Concord
Select Board
Minutes
January 30, 2023**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting both via Zoom and in person at 22 Monument Square on January 30, 2023 at 5:30 PM.

Present were: Matthew Johnson, Chair; Terri Ackerman, Clerk; Henry Dane, Mary Hartman and Linda Escobedo

Call to Order

Select Board Chair Matthew Johnson called the meeting to order at 5:30 PM.

**Executive Session pursuant to G.L. c. 30A, § 21(a)(3) to Discuss
Strategy with Respect to Litigation regarding Estabrook Road**

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to enter an Executive Session pursuant to G.L. c. 30A, § 21(a)(3) to discuss strategy with respect to litigation regarding Estabrook Road (Town of Concord v. Rasmussen et al.), as the chair declares that an open meeting may have a detrimental effect on the litigating position of the Town. The public session meeting will resume at 6:30 PM.

Roll Call Vote:

Chair Johnson – Aye
Ms. Ackerman – Aye
Mr. Dane – Aye
Ms. Escobedo – Aye
Ms. Hartman – Aye

The Select Board resumed public session at 6:30 PM.

Meet with State Representatives Carmine Gentile and Simon Cataldo

Representative Simon Cataldo appeared before the Select Board and introduced himself. Rep. Cataldo noted that he is working on many pieces of legislation already and highlighted the home rule petitions that are being refiled for Concord, a bill regarding public safety for the 250th Celebration, and a bill regarding standards of renewable energy for municipal light plants. Rep. Cataldo continued and noted of the new precincts that he and Rep. Gentile are working in, as working together has already proved beneficial for the Town as neighboring communities are working closely together, especially with constituent services.

Ms. Ackerman asked a question regarding the bill for public safety for the 250th Celebration.

Rep. Cataldo responded that there are two aspects of timing for this bill, first being when the disbursement would occur and the second being when the Town could spend the disbursement. Rep. Cataldo noted that the wording of the bill currently states that it is for events to occur in 2025 and 2026, but can work on including 2024 moving forward too.

**Town of Concord
Select Board
Minutes
January 30, 2023**

Mr. Dane noted that most of the events that are in need of public safety assistance will be occurring in 2025.

Ms. Escobedo noted that there are two state enabling bills that have been filed in relation to the real estate transfer fee, which the Select Board has typically supported. Ms. Escobedo continued that the Town could use assistance in trying to secure funds to make the MBTA stations accessible. Ms. Escobedo then asked if there has been an update regarding remote participation in public meetings past the March 31, 2023 expiration date of the provision.

Rep. Cataldo responded that he does not yet have an update on the continuance of remote participation in public meetings. Rep. Cataldo did note that legislators are expected to be in person throughout this session, but does not know of the effect that this could have on remote meetings for municipalities.

Representative Carmine Gentile appeared before the Select Board and introduced himself. Rep. Gentile noted that before this provision was enacted in response to COVID-19, the law permitted for hybrid meetings, though not fully remote meetings. Rep. Gentile continued and noted that he is aware of the need for increase funding for the 250th Celebration, along with increased public transportation in the region for this.

Ms. Hartman stated that she attended that Annual MMA Conference this month and that the Governor and Lieutenant Governor both spoke in detail about provisions for economic development and affordable housing. Ms. Hartman noted that in relation to these efforts, Concord is constrained by both water and wastewater, so the Town has an application to increase wastewater capacity and asked if the Representatives could advocate for the application.

Rep. Gentile asked for the Town to send its application documents over to him and Rep. Cataldo and he will work to get this application moving.

Rep. Cataldo added to send the application documents to Senator Barrett too.

Chair Johnson noted that the Town voted to reauthorize home rule petition at Special Town Meeting on January 19, 2023 for the Fossil Fuel-Free pilot program, but that there are draft regulations for the program circulating that look like the Town may have to do further updates to the bylaw and that the Town does not want to be left out of the program due to varying terminology. Chair Johnson gave both representatives the opportunity to make closing comments.

Rep. Cataldo asked the Board to continue to bring forth legislation that they wish to be advocated for and when resources are needed for capital projects to try to quantify the resources as much as possible.

Rep. Gentile added for the Board to keep him updated on any grants that the Town applies for.

**Town of Concord
Select Board
Minutes
January 30, 2023**

Chair Johnson adjourned the meeting for the Town Caucus, taking place in the Public Hearing Room at the Town House, 22 Monument Square at 7:00 PM.

Consent Agenda

- Meeting Minutes:
 - September 12, 2022
 - January 19, 2023

- Executive Session Meeting Minutes for Approval but Not to be Released:
 - December 5, 2022

- Terminate the TIF Agreement with Junction Village ALF Limited Partnership

- Gift Acceptances:
 - Garden Club of Concord to the Natural Resources Division in the amount of \$523.50
 - Diana and Jack Clymer to the Beede Center of a personalized oil painting to be created by artist Kat O'Connor with an estimated value of \$11,050.00

- Town Accountant Warrant: January 19, 2023

- One Day Liquor License Application All Alcoholic Beverages for Kerem Shalom for “What Makes Me Tic: Comedy and Storytelling” at Kerem Shalom at 659 Elm Street on Saturday, February 4, 2023 from 7:00 PM to 9:00 PM

- Late License Renewals
 - Tour Guide:
 - Abigail Russel
 - Elisabeth Parise
 - Dave Macintosh
 - Douglas Ellis
 - Donna C. White
 - Jeanmarie Williams

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

Town Manager’s Report

Town Manager Kerry Lafleur highlighted several personnel updates for the Town, including the hiring of Eileen Blanchette for the second administrative support position in the Town Manager’s Office who is starting on Monday, February 6, 2023. Ms. Lafleur continued that an announcement of the Deputy Town Manager candidate will be issued tomorrow, January 31, 2023. Ms. Lafleur noted that first-round interviews for a new Economic Vitality Director will

**Town of Concord
Select Board
Minutes
January 30, 2023**

begin this Friday, February 3, 2023. Ms. Lafleur continued and congratulated Captain Curran of the Fire Department on his retirement and thanked him for his dedicated service to the Town. The full Town Manager's Report is included in the Select Board meeting packet.

Chair's Report

Chair Johnson congratulated Town Staff on a successful Special Town Meeting and noted that the Annual Town Meeting Warrant has now been published on the Town's website.

**Conceptual Overview of Junction Village with the
Concord Housing Development Corporation**

Chair Johnson recused himself from the discussion as an abutter of the property.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to elect Terri Ackerman as Chair pro-temp.

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to elect Henry Dane as Clerk pro-temp.

Lee Smith, Chair of the Concord Housing Development Corporation, appeared before the Select Board to introduce the discussion on potential developments at the Junction Village site. Also present were resident Todd Benjamin of 333 Sudbury Road and Julie Cramer of Preservation of Affordable Housing (POAH).

Ms. Hartman asked how long the process of community feedback will take.

Mr. Smith responded that the interested team of developers has expressed interest in moving quickly, but that it will still be a competitive process in choosing the developer for the project.

Mr. Dane noted that he has researched the team of developers and is pleased with their background.

Mr. Benjamin introduced himself to the Select Board and noted that he is interested in affordable housing and has professional experience in the field. Mr. Benjamin continued that when the Grantham Corporation decided to no longer move forward with the project at Junction Village, he reached out to Julie Cramer of POAH as a colleague to see if they would be interested in the site.

Julie Cramer of POAH introduced herself to the Select Board and provided background on POAH. Ms. Cramer stated that POAH owns about 13,000 units of affordable housing, which are managed through POAH Communities. Ms. Cramer explained that POAH submitted an RFP years ago when the Junction Village project started, so that they are familiar with the site. Ms. Cramer stated that if chosen as the developer moving forward, the project would be funded through a subsidy from the Town, POAH's own equity, and mortgage and proceeds from the

**Town of Concord
Select Board
Minutes
January 30, 2023**

operation of the project. Ms. Cramer noted that she is aware of the Town's concerns with wastewater but stated that POAH has experience with unique wastewater situations with units in Cape Cod.

Ms. Hartman asked how far the site from the MBTA stations is.

Mr. Smith responded that he believes it is in close enough proximity to the MBTA station to help with the MBTA Communities quota.

Ms. Hartman asked if there are TIF requirements.

Ms. Cramer responded that POAH primarily uses TIFs for their work in Chicago, but that an assessment based on the rental restrictions at this site would be made, like a real estate tax abatement, rather than a TIF.

Ms. Hartman noted that the proposal currently is for 40 to 50 units at the site and asked how much could POAH scale back the number of units and the project still be attractive for them.

Ms. Cramer responded that 40 to 50 units is a good number for their management group, and if they start lowering the number of units, they cannot support the 24/7 type of management that they recommend..

Mr. Dane asked if 40 to 50 units is too many for the site.

Ms. Cramer responded that septic and wastewater need to be evaluated, which generally dictates how many bedrooms can be built. Ms. Cramer continued that POAH would prefer a sewer line at the site, but that this is not always the most cost-effective option.

Ms. Ackerman noted that the rough price estimates per unit at this time are \$485,000.00.

Ms. Cramer added that this price would include a Title V septic system for the units.

Mr. Dane asked if there is any preference in demographics for the rental candidates.

Ms. Cramer responded that POAH will look at the Town's Housing Production Plan and likely build a mix of 1-, 2-, and 3-bedroom units.

Mr. Dane noted that he would have a preference of family housing at the site, which helps promote a diverse community.

Ms. Escobedo asked if Mr. Benjamin has a financial interest in the project. Ms. Escobedo also asked if Ms. Cramer could speak more about the relationship between POAH and the Town moving forward with the project.

**Town of Concord
Select Board
Minutes
January 30, 2023**

Mr. Benjamin responded that he would have both a professional/financial and community interest in the project.

Ms. Cramer noted that POAH typically either owns the property that their units are on or joins a 99-year lease with the host community of their units.

Ms. Escobedo noted that the conceptual plan includes guidelines between 80% to 150% and asked if there will be a lottery placement for 80% units.

Ms. Cramer responded that there will be a lottery for these units but noted that the Town can request a local preference as part of the lottery process.

Ms. Ackerman noted that the project would likely require a \$4,000,000.00 to \$5,000,000.00 contribution from the Town and asked what would happen if the Town could not make this entire contribution.

Ms. Cramer responded that there would be many conversations that would take place before a decision would be made and that there is also a potential for state funding for the project.

Ms. Ackerman asked if this project would enable the Town to remain in compliance with the SHI within the required timeframe.

Ms. Cramer explained that the Project Eligibility Application is due mid-April, and once the application is received, the Department of Housing and Community Development issues the Project Eligibility Letter. Ms. Cramer continued that the Town only needs a Chapter 40 B permit for the units to show up on the SHI and as long as the building permits are secured for the units within the year, the units could be counted on the SHI.

Rich Feeley of 347 Lexington Road and a member of the Concord Housing Foundation appeared before the Select Board and asked if all units needed to be 100% of AMI.

Ms. Hartman responded that they do not need to be 100% of AMI.

Mr. Bergman noted that the level of affordability was up to up to CHDC.

Mr. Feeley asked if CHDC has the staff available to work on the project and asked what the Town can do to get the community input moving.

Liz Rust, Director of the Regional Housing Services Office, noted that their staff is able to support the proposed time frame. Ms. Rust continued and noted that 25% of the units must be at 80% for all of the units to count toward the SHI.

Marcia Rasmussen, Director of Planning and Land Management, noted that Town staff mostly serves as a reviewing entity, such as supporting the Zoning Board of Appeals in the process.

**Town of Concord
Select Board
Minutes
January 30, 2023**

Diane Proctor of 57 Sudbury Road asked if the Town requests proposals, then what would happen if only 1 bid were received.

Mr. Smith explained that this would not be a sole source procurement and that the RFP would likely include provisions for CHDC to accept or reject all bids. Mr. Smith noted that the Select Board should also be prepared for an upcoming funding request for the Assabet River Bluff project, creating a total of 5 units.

Peter Fulton of 31 Winthrop Street raised concerns that the property could potentially be a hazmat site. Mr. Fulton continued that as an abutter, the neighborhood felt that they had a bad experience with the Grantham Corporation and would like to avoid the same situation moving forward. Mr. Fulton also requested that the developer chosen to move forward considers alternative access to the property, such as from the Bruce Freeman Rail Trail.

Chair Johnson rejoined the meeting.

**Beede Center – Fiscal Year 2022 Unaudited Results;
Fiscal Year 2023 Budget Status**

Anna McKeown, Recreation Director, appeared before the Select Board to present on the Beede Center. The full presentation is included in the Select Board meeting packet. Ms. McKeown highlighted that Fiscal Year 2022 was the first net positive year since Fiscal Year 2018, which is a result of a small amount of investment income, membership and program enrollment up by 45%, and non-operating expenses down by 22%. Ms. McKeown noted that with operating costs down, the Beede Center was struggling with staffing shortages, especially with lifeguards and front-desk staff, so the Recreation Department has been working on creative ways to attract new applicants.

Ms. Hartman noted that the Beede Center has been working to attract members of all ages and asked if they have been marketing more toward younger age groups.

Ms. McKeown responded that other age groups are not being neglected, but it has been beneficial to attract younger members for group programming and updating Beede Center policies. Ms. McKeown noted that the Center does not have much in-house capacity to increase marketing, but the Center is working to add special events for all ages.

Chair Johnson noted that group exercise classes seem to be lagging.

Ms. McKeown responded that the Center is still working to pinpoint the problem with the lagging return to group exercise classes since COVID-19, but it is also challenging with virtual group exercise classes having expanded so greatly since the pandemic.

Chair Johnson asked which area of the Center is the most popular.

**Town of Concord
Select Board
Minutes
January 30, 2023**

Ms. McKeown stated that memberships at the Center allow for use of all spaces, so it is hard to track which areas are the most popular at which times, but that the natatorium is most popular overall.

Chair Johnson asked about energy costs at the Center.

Ms. McKeown responded that with the facilities running for 24 hours per day for 7 days a week, the energy costs are very high. Ms. McKeown noted that the Center is to perform a solar feasibility study, which will be funded by operating revenues and that the Center is also looking to replace the roof in coming years which will improve energy efficiency. Ms. McKeown continued her presentation, noting that for Fiscal Year 2023, the Center is preparing for a small loss, as staffing costs and energy costs increased.

Ms. Escobedo asked a question regarding swimming lessons that take place at White Pond throughout the summer.

Ms. McKeown responded that the Beede Center lifeguards perform the lessons at White Pond, and should the pond need to close, there is always back-up time reserved for the lessons at Emerson Pool or at the Beede Center so that the lessons do not have to be fully cancelled.

Ms. Hartman noted that it would be beneficial to see a Capital Plan for the Beede Center in the future.

Ms. McKeown agreed and noted that the Recreation Department would also like to produce a Capital Plan in the near future.

Sustainability Committee Charge

Chair Johnson opened the discussion on the new proposed Sustainability Committee charge. Chair Johnson continued that both the Climate Action Advisory Board and the Comprehensive Sustainability and Energy Committee have unanimously voted to condense their committees into one sustainability-focused committee with the proposed charge. The full proposed committee charge is included in the Select Board meeting packet.

Mr. Dane and Ms. Ackerman noted that some of the wording and paragraph structure could flow better.

Ms. Escobedo noted that the charge should include the template for an approval date.

Upon a motion duly made and seconded, it was UNANIMOUSLY
voted: to approve the Sustainability Committee charge with the discussed amendments.

Vote to Refile Home Rule Petitions Approved at Special Town Meeting

Upon a motion duly made and seconded, it was UNANIMOUSLY

**Town of Concord
Select Board
Minutes
January 30, 2023**

voted: to refile requests for Special Legislation with the Massachusetts State Legislature: Article 1: Fossil Fuel Infrastructure – Confirm Authorization to Apply for Participation in Fossil Fuel-Free Demonstration Project, Article 2: Reauthorize Special Legislation Petition – Real Estate Transfer Fee for Affordable Housing, and Article 3: Reauthorize Special Legislation Petition – Building Permit Fee Surcharge for Affordable Housing approved at Special Town Meeting on Thursday, January 19, 2023.

Committee Nominations

Ms. Ackerman read the following nominations:

- Joe Palumbo of 90 Black Horse Place to the Diversity, Equity, and Inclusion Commission for a term to expire April 30, 2025
- Timothy Whitney of 315 Lexington Road as an Associate Member to the Historic Districts Commission for the Concord Museum for a term to expire January 1, 2027

Committee Appointments

Upon a motion duly made and seconded, it was UNANIMOUSLY **voted:** to approve the appointment of Ryan Hanley of 77 Lexington Road to complete an unexpired term to expire May 31, 2025 and Nancy Fresella-Lee of 140 Walden Street as an Associate Member to complete an unexpired term to expire May 31, 2023 to the Historical Commission; to correctively appoint John Cratsley of 10 Edmonds Road for a term to expire June 1, 2025, correctively appoint Burton Flint of 1643 Main Street for a term to expire June 1, 2026, appoint Diane Proctor of 57 Sudbury Road for a second term to expire June 1, 2027, and appoint Eve Isenberg of 833 ORNAC for a term to expire June 1, 2028 to the Community Preservation Committee; to correctively appoint Nicole Hammond of 76 Prairie Street for a term to expire May 31, 2026 to the West Concord Advisory Committee; to appoint Julie McClure of 2128 Main Street for a term to expire May 31, 2026 to the Concord Housing Development Corporation.

Correspondence

Chair Johnson acknowledged two pieces of correspondence regarding 615 Lowell Road included in the Select Board meeting packet.

Select Board Liaison Reports

Select Board Liaison Reports were tabled until the next meeting.

Public Comment

Virginia McIntyre of 26 Simon Willard Road appeared before the Select Board and encouraged the Select Board to work toward solutions to relieve low and moderate income taxpayers from some of the anticipated increase in taxes, should the Middle School Building Project funding increase pass at the Special Town Election scheduled for Thursday, February 16, 2023.

**Town of Concord
Select Board
Minutes
January 30, 2023
Adjournment**

Chair Johnson adjourned the meeting.

TOWN OF CONCORD
Application For Tourist Guide License

To offer Guide Service within Concord

New License/Renewal: \$35.00

The undersigned hereby applies for a TOURIST GUIDE LICENSE in accordance with the provisions of the Statute thereto:



Name:
Address:

Lois Suarez

Company:
Telephone Number:
Email address:



Signature:

Lois Suarez

In accordance with the rules and regulations made under authority of said Statute.

Office Use Only

Paid: Check Cash
Date: 2/21/2023

Check #

License expires on December 31, 2023

RECEIVED
FEB 13 2023



PAID

TOWN OF CONCORD
TOWN MANAGER'S OFFICE

TOWN OF CONCORD

SUNDAY ENTERTAINMENT LICENSE APPLICATION (to be submitted with Form 90)

Fee payable to "Town of Concord": \$50.00
Fee payable to "Commissioner of Public Safety": \$2.00 (1:00 PM - Midnight) or \$5.00 (before 1:00 PM)

Application Date: 2/13/23
Applicant Name (print): Jane Bailey
Applicant Address: [REDACTED]
Name of Organization: The Concord Orchestra Inc.
Telephone #: [REDACTED]

The undersigned hereby applies for a **Sunday Entertainment License** in accordance with the provisions of the State relating thereto:

Sunday Entertainment License for: Symphonic Orchestra Concert

(insert description of Entertainment)

in or on the property at 51 Walden Street

on 3/26/23 (date) 5/21/23, from 2 PM to 6 PM

in accordance with the rules and regulations made under authority of said Statutes.

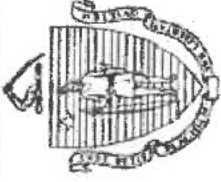
Town Fee Paid \$ 100 State Fee Paid \$ 4

Please complete and return this form, Form 90, and payments to: Town of Concord

If mailing, mail to: Selectmen's Office, Town House, P.O. Box 535, Concord, MA 01742

State Fee, \$ 4.00
 Municipal Fee, \$ 100.00

THE COMMONWEALTH OF MASSACHUSETTS
 TOWN OF Concord



LICENSE

For
 PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is The Performing Arts Center at 51 Walden Street
51 Walden Street in or on the property at No. _____
 (address)

The Licensee or Authorized representative, The Concord Orchestra in
 accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
<u>3/26/23</u>	<u>2PM-6PM</u>	<u>Symphonic Orchestra Concert</u>
<u>5/21/23</u>	<u>2PM-6PM</u>	<u>Symphonic Orchestra Concert</u>

Hon. _____ Mayor/ Chairman of Board of Selectman, Concord (City or Town)

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm - Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm - Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00

This license is granted and accepted, and the entertainment approved, upon the understanding that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in any aisle, exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES



PAID

From: noreply@civicplus.com
Sent: Tuesday, February 7, 2023 3:28 PM
To: licensing board; Town Manager's Office; jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses

One Day Special Liquor Licenses

Company or Organization	Concord Country Club
Applicant Name	Sara Killelea
Email Address	skillelea@concordcc.org
Applicant Address	246 Old Road to Nine Acre Corner
City	Concord
State	MA
Zip Code	01742
Phone Number	978-371-1089
Name of Event	Opening Cocktail Party
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	4/28/2023 6:00 PM
End Time	11:00 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	All Alcoholic Beverages
Bartenders TIPS trained?	Yes
Under 21 Attendees?	No

1st one-day license for Organization? No

If NO, number of years licensed? 20

More than 100 in attendance? Yes

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

I acknowledge and accept the above statement of liability Sara Killelea

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742
Applications cannot be processed until payment is received.*

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

IMPORTANT NOTICE

Board & Committee Meeting Calendar

(Section Break)

TIPS TRAINING

The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.

I acknowledge and agree to the Town of Concord's TIPS Training Policy as outlined above. Copies of card(s) will be mailed separately to the Town Manager's Office

UNDER 21 POLICY

The Town of Concord Select Board assumes that there may be guests or attendees under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.

I certify that Concord's Under 21 Policy, as outlined above, will be followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

Email not displaying correctly? [View it in your browser.](#)



eTIPS On Premise 3.1

CERTIFIED

Issued: 04/28/2022

Expires: 04/28/2025

ID#: 5703795

Sara Killelea

Concord Country Club

246 Old Road To 9 Acre Cor

Concord, MA 01742-4163 USA

No Online Use Only
Valid if Printed
Printed

MASSACHUSETTS

DRIVER'S LICENSE

NOT FOR FEDERAL ID



4a ISS 03/29/2021

4b EXP 03/31/2026

9 CLASS D

4d NUMBER [REDACTED]

3 DOB [REDACTED]

9a END NONE

1 KILLELEA

2 SARA P

8 [REDACTED]

[REDACTED]

[REDACTED]

Sara Killelea

5 DD 03/30/2021 Rev 02/22/2016



PAID

From: noreply@civicplus.com
Sent: Tuesday, February 7, 2023 3:31 PM
To: licensing board; Town Manager's Office; jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses

One Day Special Liquor Licenses

Company or Organization	Concord Country Club
Applicant Name	Sara Killelea
Email Address	skillelea@concordcc.org
Applicant Address	246 Old Road to Nine Acre Corner
City	Concord
State	MA
Zip Code	01742
Phone Number	9783711089
Name of Event	Men's Opening Dinner
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	5/5/2023 12:00 AM
End Time	11:00 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	All Alcoholic Beverages
Bartenders TIPS trained?	Yes
Under 21 Attendees?	No

1st one-day license for Organization? No

If NO, number of years licensed? 20

More than 100 in attendance? Yes

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

I acknowledge and accept the above statement of liability Sara Killelea

APPLICATION FEE \$75.00
Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742
Applications cannot be processed until payment is received.

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

IMPORTANT NOTICE **Board & Committee Meeting Calendar**

(Section Break)

TIPS TRAINING
The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.

I acknowledge and agree to the Town of Concord's TIPS Training Policy as outlined above. Copies of card(s) will be mailed separately to the Town Manager's Office

UNDER 21 POLICY

The Town of Concord Select Board assumes that there may be guests or attendees under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.

I certify that Concord's Under 21 Policy, as outlined above, will be followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

Email not displaying correctly? [View it in your browser.](#)



From: noreply@civicplus.com
Sent: Tuesday, February 7, 2023 3:34 PM
To: licensing board; Town Manager's Office; jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses

One Day Special Liquor Licenses

Company or Organization	Concord Country Club
Applicant Name	Sara Killelea
Email Address	skillelea@concordcc.org
Applicant Address	246 Old Road to Nine Acre Corner
City	Concord
State	MA
Zip Code	01742
Phone Number	9783711089
Name of Event	Women's Opening Dinner
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	5/9/2023 12:00 AM
End Time	11:00 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	All Alcoholic Beverages
Bartenders TIPS trained?	Yes
Under 21 Attendees?	No

1st one-day license for Organization? No

If NO, number of years licensed? 20

More than 100 in attendance? Yes

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

I acknowledge and accept the above statement of liability Sara Killelea

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742
Applications cannot be processed until payment is received.*

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

IMPORTANT NOTICE

Board & Committee Meeting Calendar

(Section Break)

TIPS TRAINING

The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.

I acknowledge and agree to the Town of Concord's TIPS Training Policy as outlined above. Copies of card(s) will be mailed separately to the Town Manager's Office

UNDER 21 POLICY

The Town of Concord Select Board assumes that there may be guests or attendees under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.

I certify that Concord's Under 21 Policy, as outlined above, will be followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

Email not displaying correctly? [View it in your browser.](#)



PAID

From: noreply@civicplus.com
Sent: Tuesday, February 7, 2023 3:38 PM
To: licensing board; Town Manager's Office; jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses

One Day Special Liquor Licenses

Company or Organization	Concord Country Club
Applicant Name	Sara Killelea
Email Address	skillelea@concordcc.org
Applicant Address	246 Old Road to Nine Acre Corner
City	Concord
State	MA
Zip Code	01742
Phone Number	9783711089
Name of Event	Member 3 Guest
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	5/12/2023 4:00 PM
End Time	9:00 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	All Alcoholic Beverages
Bartenders TIPS trained?	Yes
Under 21 Attendees?	No

1st one-day license for Organization? No

If NO, number of years licensed? 20

More than 100 in attendance? No

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

I acknowledge and accept the above statement of liability Sara Killelea

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742
Applications cannot be processed until payment is received.*

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

IMPORTANT NOTICE

Board & Committee Meeting Calendar

(Section Break)

TIPS TRAINING

The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.

I acknowledge and agree to the Town of Concord's TIPS Training Policy as outlined above. Copies of card(s) will be mailed separately to the Town Manager's Office

UNDER 21 POLICY

The Town of Concord Select Board assumes that there may be guests or attendees under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.

I certify that Concord's Under 21 Policy, as outlined above, will be followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

Email not displaying correctly? [View it in your browser.](#)



PAID

From: noreply@civicplus.com
Sent: Tuesday, February 7, 2023 3:40 PM
To: licensing board; Town Manager's Office; jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses

One Day Special Liquor Licenses

Company or Organization	Concord Country Club
Applicant Name	Sara Killelea
Email Address	skillelea@concordcc.org
Applicant Address	246 Old Road to Nine Acre Corner
City	Concord
State	MA
Zip Code	01742
Phone Number	9783711089
Name of Event	Men's Spring Member Guest
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	6/2/2023 4:00 PM
End Time	11:00 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	All Alcoholic Beverages
Bartenders TIPS trained?	Yes
Under 21 Attendees?	No

1st one-day license for Organization? No

If NO, number of years licensed? 20

More than 100 in attendance? Yes

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

I acknowledge and accept the above statement of liability Sara Killelea

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742
Applications cannot be processed until payment is received.*

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

IMPORTANT NOTICE

Board & Committee Meeting Calendar

(Section Break)

TIPS TRAINING

The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.

I acknowledge and agree to the Town of Concord's TIPS Training Policy as outlined above.

Copies of card(s) will be mailed separately to the Town Manager's Office

UNDER 21 POLICY

The Town of Concord Select Board assumes that there may be guests or attendees under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.

I certify that Concord's Under 21 Policy, as outlined above, will be followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

Email not displaying correctly? [View it in your browser.](#)



PAID

From: noreply@civicplus.com
Sent: Tuesday, February 7, 2023 3:42 PM
To: licensing board; Town Manager's Office; jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses

One Day Special Liquor Licenses

Company or Organization	Concord Country Club
Applicant Name	Sara Killelea
Email Address	skillelea@concordcc.org
Applicant Address	246 Old Road to Nine Acre Corner
City	Concord
State	MA
Zip Code	01742
Phone Number	9783711089
Name of Event	Men's Spring Member Guest
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	6/3/2023 9:00 AM
End Time	7:00 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	All Alcoholic Beverages
Bartenders TIPS trained?	Yes
Under 21 Attendees?	No

1st one-day license for Organization? No

If NO, number of years licensed? 20

More than 100 in attendance? Yes

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

I acknowledge and accept the above statement of liability Sara Killelea

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742
Applications cannot be processed until payment is received.*

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

IMPORTANT NOTICE

Board & Committee Meeting Calendar

(Section Break)

TIPS TRAINING

The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.

I acknowledge and agree to the Town of Concord's TIPS Training Policy as outlined above. Copies of card(s) will be mailed separately to the Town Manager's Office

UNDER 21 POLICY

The Town of Concord Select Board assumes that there may be guests or attendees under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.

I certify that Concord's Under 21 Policy, as outlined above, will be followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

Email not displaying correctly? [View it in your browser.](#)



PAID

From: noreply@civicplus.com
Sent: Tuesday, February 7, 2023 3:45 PM
To: licensing board; Town Manager's Office; jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses

One Day Special Liquor Licenses

Company or Organization	Concord Country Club
Applicant Name	Sara Killelea
Email Address	skillelea@concordcc.org
Applicant Address	246 Old Road to Nine Acre Corner
City	Concord
State	MA
Zip Code	01742
Phone Number	9783711089
Name of Event	Women's Member Guest
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	6/13/2023 11:00 AM
End Time	10:00 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	All Alcoholic Beverages
Bartenders TIPS trained?	Yes
Under 21 Attendees?	No

1st one-day license for Organization? No

If NO, number of years licensed? 20

More than 100 in attendance? Yes

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

I acknowledge and accept the above statement of liability Sara Killelea

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742
Applications cannot be processed until payment is received.*

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

IMPORTANT NOTICE

Board & Committee Meeting Calendar

(Section Break)

TIPS TRAINING

The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.

I acknowledge and agree to the Town of Concord's TIPS Training Policy as outlined above. Copies of card(s) will be mailed separately to the Town Manager's Office

(Section Break)

UNDER 21 POLICY

The Town of Concord Select Board assumes that there may be guests or attendees under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.

I certify that Concord's Under 21 Policy, as outlined above, will be followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

Email not displaying correctly? [View it in your browser.](#)



PAID

From: noreply@civicplus.com
Sent: Tuesday, February 7, 2023 3:50 PM
To: licensing board; Town Manager's Office; jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses

One Day Special Liquor Licenses

Company or Organization	Concord Country Club
Applicant Name	Sara Killelea
Email Address	skillelea@concordcc.org
Applicant Address	246 Old Road to Nine Acre Corner
City	Concord
State	MA
Zip Code	01742
Phone Number	9783711089
Name of Event	Member 3 Guest
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	6/16/2023 12:00 PM
End Time	9:00 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	All Alcoholic Beverages
Bartenders TIPS trained?	Yes
Under 21 Attendees?	No

1st one-day license for Organization? No

If NO, number of years licensed? 20

More than 100 in attendance? Yes

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

I acknowledge and accept the above statement of liability Sara Killelea

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742
Applications cannot be processed until payment is received.*

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

IMPORTANT NOTICE

Board & Committee Meeting Calendar

(Section Break)

TIPS TRAINING

The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.

I acknowledge and agree to the Town of Concord's TIPS Training Policy as outlined above. Copies of card(s) will be mailed separately to the Town Manager's Office

(Section Break)

UNDER 21 POLICY

The Town of Concord Select Board assumes that there may be guests or attendees under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.

I certify that Concord's Under 21 Policy, as outlined above, will be followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

Email not displaying correctly? [View it in your browser.](#)



PAID

From: noreply@civicplus.com
Sent: Tuesday, February 7, 2023 3:54 PM
To: licensing board; Town Manager's Office; jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses

One Day Special Liquor Licenses

Company or Organization	Concord Country Club
Applicant Name	Sara Killelea
Email Address	skillelea@concordcc.org
Applicant Address	246 Old Road to Nine Acre Corner
City	Concord
State	MA
Zip Code	01742
Phone Number	9783711089
Name of Event	Men's Spring Member Member
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	6/23/2023 12:00 PM
End Time	11:00 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	All Alcoholic Beverages
Bartenders TIPS trained?	Yes
Under 21 Attendees?	No

1st one-day license for Organization? No

If NO, number of years licensed? 20

More than 100 in attendance? Yes

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

I acknowledge and accept the above statement of liability Sara Killelea

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742
Applications cannot be processed until payment is received.*

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

IMPORTANT NOTICE **Board & Committee Meeting Calendar**

(Section Break)

TIPS TRAINING

The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.

I acknowledge and agree to the Town of Concord's TIPS Training Policy as outlined above. Copies of card(s) will be mailed separately to the Town Manager's Office

(Section Break)

UNDER 21 POLICY

The Town of Concord Select Board assumes that there may be guests or attendees under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.

I certify that Concord's Under 21 Policy, as outlined above, will be followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

Email not displaying correctly? [View it in your browser.](#)



PAID

From: noreply@civicplus.com
Sent: Tuesday, February 7, 2023 3:55 PM
To: licensing board; Town Manager's Office; jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses

One Day Special Liquor Licenses

Company or Organization	Concord Country Club
Applicant Name	Sara Killelea
Email Address	skillelea@concordcc.org
Applicant Address	246 Old Road to Nine Acre Corner
City	Concord
State	MA
Zip Code	01742
Phone Number	9783711089
Name of Event	Men's Spring Member Member
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	6/24/2023 9:00 AM
End Time	7:00 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	All Alcoholic Beverages
Bartenders TIPS trained?	Yes
Under 21 Attendees?	No

1st one-day license for Organization? No

If NO, number of years licensed? 20

More than 100 in attendance? Yes

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

I acknowledge and accept the above statement of liability Sara Killelea

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742
Applications cannot be processed until payment is received.*

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

IMPORTANT NOTICE

Board & Committee Meeting Calendar

(Section Break)

TIPS TRAINING

The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.

I acknowledge and agree to the Town of Concord's TIPS Training Policy as outlined above. Copies of card(s) will be mailed separately to the Town Manager's Office

(Section Break)

UNDER 21 POLICY

The Town of Concord Select Board assumes that there may be guests or attendees under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.

I certify that Concord's Under 21 Policy, as outlined above, will be followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

Email not displaying correctly? [View it in your browser.](#)



PAID

From: noreply@civicplus.com
Sent: Tuesday, February 7, 2023 3:58 PM
To: licensing board; Town Manager's Office; jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses

One Day Special Liquor Licenses

Company or Organization	Concord Country Club
Applicant Name	Sara Killelea
Email Address	skillelea@concordcc.org
Applicant Address	246 Old Road to Nine Acre Corner
City	Concord
State	MA
Zip Code	01742
Phone Number	9783711089
Name of Event	Men's Spring Member Member
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	6/25/2023 9:00 AM
End Time	7:00 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	All Alcoholic Beverages
Bartenders TIPS trained?	Yes
Under 21 Attendees?	No

1st one-day license for Organization? No

If NO, number of years licensed? 20

More than 100 in attendance? Yes

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

I acknowledge and accept the above statement of liability Sara Killelea

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742
Applications cannot be processed until payment is received.*

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

IMPORTANT NOTICE

Board & Committee Meeting Calendar

(Section Break)

TIPS TRAINING

The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.

I acknowledge and agree to the Town of Concord's TIPS Training Policy as outlined above. Copies of card(s) will be mailed separately to the Town Manager's Office

(Section Break)

UNDER 21 POLICY

The Town of Concord Select Board assumes that there may be guests or attendees under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.

I certify that Concord's Under 21 Policy, as outlined above, will be followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
Sent: Tuesday, February 7, 2023 4:00 PM
To: licensing board; Town Manager's Office; jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses

One Day Special Liquor Licenses

Company or Organization	Concord Country Club
Applicant Name	Sara Killelea
Email Address	skillelea@concordcc.org
Applicant Address	246 Old Road to Nine Acre Corner
City	Concord
State	MA
Zip Code	01742
Phone Number	9783711089
Name of Event	Member 3 Guest
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	7/7/2023 12:00 PM
End Time	9:00 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	All Alcoholic Beverages
Bartenders TIPS trained?	Yes
Under 21 Attendees?	No

1st one-day license for Organization? No

If NO, number of years licensed? 20

More than 100 in attendance? Yes

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

I acknowledge and accept the above statement of liability Sara Killelea

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742
Applications cannot be processed until payment is received.*

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

IMPORTANT NOTICE

Board & Committee Meeting Calendar

(Section Break)

TIPS TRAINING

The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.

I acknowledge and agree to the Town of Concord's TIPS Training Policy as outlined above. Copies of card(s) will be mailed separately to the Town Manager's Office

UNDER 21 POLICY

The Town of Concord Select Board assumes that there may be guests or attendees under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.

I certify that Concord's Under 21 Policy, as outlined above, will be followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

Email not displaying correctly? [View it in your browser.](#)



From: noreply@civicplus.com
Sent: Tuesday, February 7, 2023 4:08 PM
To: licensing board; Town Manager's Office; jromanul@concordma.gov
Subject: Online Form Submittal: One Day Special Liquor Licenses

One Day Special Liquor Licenses

Company or Organization	Concord Country Club
Applicant Name	Sara Killelea
Email Address	skillelea@concordcc.org
Applicant Address	246 Old Road to Nine Acre Corner
City	Concord
State	MA
Zip Code	01742
Phone Number	9783711089
Name of Event	Ladies Invitational
Activity Is	Non-Profit
Event Type	Private Event in Rented Facility
Event Date & Start Time	7/20/2023 12:00 PM
End Time	7:00 PM
Premises to be Licensed	Concord Country Club
City	Concord
State	MA
Zip Code	01742
License is for the Sale of:	All Alcoholic Beverages
Bartenders TIPS trained?	Yes
Under 21 Attendees?	No

1st one-day license for Organization? No

If NO, number of years licensed? 20

More than 100 in attendance? Yes

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to the persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of Concord, and the Select Board, acting as the Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

I acknowledge and accept the above statement of liability Sara Killelea

APPLICATION FEE \$75.00

*Please forward to: Town Manager's Office PO Box 535 Concord, MA 01742
Applications cannot be processed until payment is received.*

Acknowledgements I attest the information contained in this form is true and accurate., I acknowledge that I must pay an application fee of \$75 and will mail my payment., I acknowledge that no action will be taken, or scheduled, regarding my application until payment is received.

IMPORTANT NOTICE

Board & Committee Meeting Calendar

(Section Break)

TIPS TRAINING

The Select Board require that for any event which they issue a special permit, the alcohol provided must be served by a TIPS trained (or equivalent) bartender. TIPS training cards, or their equivalent, must accompany this application. Additionally, each certification must show a photo and name of the bartender(s) and must be current. If a photo is not on the TIPS training cards, a copy of a valid driver's license with a photo should be included. Proof of TIPS credentials must be provided before any application may be voted on by the Select Board.

I acknowledge and agree to the Town of Concord's TIPS Training Policy as outlined above. Copies of card(s) will be mailed separately to the Town Manager's Office

(Section Break)

UNDER 21 POLICY

The Town of Concord Select Board assumes that there may be guests or attendees under 21 years of age at any event. therefore, this policy must be adhered to for all events. Applicants agree to check the ages of all guests at the door. If a persons under the age of 21 are present, his or her hand shall be stamped to indicate the he/she is underage for the bartender.

I certify that Concord's Under 21 Policy, as outlined above, will be followed.

A legal adult, over 21 years of age, shall check the ages of all guests to ensure compliance., All bartenders shall be made aware of the Under 21 Policy terms before the event's commencement.

Email not displaying correctly? [View it in your browser.](#)



MEMORANDUM

To: Town of Concord Select Board

From: Mina Makarious and Jillian Bargar
ANDERSON & KREIGER LLP

Re: Christopher Heights Assisted Living Facility – TIF Agreement Votes

Date: January 4, 2023

This memorandum summarizes the votes necessary for the unwinding of the Tax Increment Financing Agreement dated as of December 2020 (the “TIF Agreement”) between the Town of Concord (the “Town”) and Junction Village ALF Limited Partnership (the “Developer”), relating to the Christopher Heights Assisted Living Facility proposed to be constructed on land identified as Assessor’s Parcel #8D-2013-1 (the “Project”). Specifically, in order for the TIF Agreement to have no further force or effect, the Select Board must petition the Massachusetts Economic Assistance Coordinating Council (“EACC”) to decertify the TIF Agreement.

Background

In 2016, Concord Housing Development Corporation (“CHDC”) selected Developer’s affiliate, The Grantham Group, LLC, to construct and operate the Project. In connection with such selection, the Developer and its affiliates entered into several project documents, including a Development Agreement, a Memorandum of Agreement, and the TIF Agreement.

The Developer has indicated its unwillingness to move forward with the construction of the Project, and by letter dated October 27, 2022, the Developer formally notified the Massachusetts Office of Business Development that the Project will not be going forward, and requested that the TIF Agreement be withdrawn. However, further action from the Town is necessary to effectuate this.

TIF Agreement

TIF Agreement does not provide for a clear expiration date that would apply in the event the Project is not constructed, so proactively terminating it is the only way to ensure it is of no further force or effect. To effectuate this, the Town and Developer must formally agree to terminate the TIF Agreement, and it must be decertified by the EACC.

Under Section B.8. of the TIF Agreement, the Developer expressly agrees the Town has the right to petition the EACC to decertify the TIF Agreement if the Town determines the Developer has failed in a material way to meet its obligations thereunder. Because the Developer has provided notice that the Project will not be going forward, the Town may petition EACC to decertify the TIF Agreement on the grounds that the Developer has no intention of meeting its expected completion timeframes in Section B.3. (i.e., expected completion by July 1, 2022, or no later than July 1, 2023 in the event of construction delays).

Select Board Votes

In order to proceed with the necessary steps described above, the Select Board should move and vote to

1. terminate the TIF Agreement;
2. petition the EACC to decertify the TIF Agreement; and
3. authorize the Town Manager or her designee to do all things necessary effectuate these actions.



TOWN OF CONCORD

Office of the Town Manager

Operational Status Reports & Departmental Updates

For the Week Ending February 24, 2023

General Administration

DHCD Family Shelter Update

On Friday, February 24, a second meeting was held with DHCD representatives regarding the family shelter. In addition to Town staff and Dr. Hunter, Senator Barrett and Representative Cataldo were also in attendance.

- There are a total of 9 parties who have been living long-term at the Best Western. All were given the opportunity to stay. Six will stay and 3 have chosen to be relocated. The parties that will stay will be relocated into one wing of the motel.
- The opening date has been moved from March 1 to March 13, though this may move again but likely not by much. DHCD will still rent all remaining rooms (99). Eventually, up to 90 rooms for shelter, with the remaining 9 for offices.
- For now, DHCD will use this facility as the new area intake center, replacing the operation at Devens. As an intake facility, people will be receiving emergency housing, 3 – 5 days, and case management services before being placed in a longer-term housing option.
- Initially DHCD estimates there will be up to 50 families housed on an emergency basis. The greatest need in the area is for young, single women with infants and/ or other young (preschoolers).
- Eventually, DHCD would like to use up to 50 rooms for emergency shelter and up to 40 rooms for medium-term housing (more than 30 days).
- In order to use the Best Western for medium-term housing, the Town has required that DHCD have a licensed architect conduct a building code review for compliance with any and all applicable sections of the IBC (International Building Code) related to both Group R-1 and Group R-2 occupancies.
- MOC (Making Opportunities Count) is still identified as the on-site manager/ service provider. In this capacity, MOC will be responsible for meeting all needs of the resident parties, including food, transportation, and security. Community Services Coordinator Bonny Wilbur has been in touch with MOC and will help to coordinate local assistance (i.e., donations) **at the appropriate time**. At this time, MOC is not yet ready to identify ways in which the community can help. Once we have this information, we will push it out to the community as this is the most common question we are receiving.

Police Department

Activity Log February 16 – February 22

Log items	788
Traffic Enforcement	63
Motor Vehicle Stops	133
MV Crashes and/or Paper Exchanges	8
Arrests	1



RECC Director Interviews

- Chief Mulcahy participated with Chief Judge in Regional Emergency Communication Center (RECC) Director interviews with Acton officials.

Training/Professional Development

- Detective Paladino and Detective Rodriguez met with Middlesex School officials for school safety planning and completed.

Personnel News

- Edwin Woods started with the Department as the newest Public Safety Dispatcher.

Fire Department

Calls for Service – February 10 – February 22, 2023

The Fire Department responded to 72 calls for service this week. Mutual aid to other towns was provided 3 times and received on 5 occasions.

Training

- The Fire District 14 Dive Team which includes Concord Firefighters Brian LeFebvre and Eric Harries conducted a training dive at White Pond on Wednesday. Prior to the divers arrival, four training manikins were placed on the bottom around the pond within 200 feet of the shore. Divers then had to practice search patterns to locate the “victims”. The divers successfully located all manikins in a very short period.
- Assistant Chief Latta attended a course last weekend at Texas A&M in College Station, Texas. Texas A&M Extension Service provides training on all aspects of Emergency Management. The course that AC Latta attended focused on a disaster, and his specific role was a logistics manager.

Strategic Plan Launch

Concord Recreation, together with design firm Weston & Sampson, is conducting an assessment to understand opportunities and challenges in the town's (not the school's) current recreational facilities. The results of the effort will be a published **Recreation Facilities Strategic Plan** used to guide operational, staffing and budgeting decisions for Concord Recreation and other key town departments. The study has been funded through Community Preservation Act funds and has a target completion date of late fall 2023.

To best collect resident feedback, we have **created a public survey** that can be accessed [here](#). Available until mid-April 2023, the survey is available in English, Spanish, and Mandarin Chinese. Other languages and braille can be made available, by request. The survey will be available in hard copy at various locations including Town Hall, the Concord Public Library, the Beede Swim and Fitness Center, the Council on Aging, and the Hunt Recreation Center to name a few.

Additionally, the Department invites members of the public to gather in the gymnasium at the Hunt Recreation Center on [Wednesday March 8, 2023 from 5:00-7:30pm for an interactive and inclusive open house](#) broken into three parts; first, attendees can visit tables manned by our team to discuss topics such as current recreation facilities and programs, improved accessibility and inclusivity, or water access points to launch a kayak or canoe along the many rivers and ponds in Concord. A short presentation will then follow to introduce the plan and its purpose, share what the planning team has learned to date from site visits and the online survey, and engage residents on what sort of future interventions they might like to see in their community. A Question-and-Answer session will wrap up the evening with additional time provided for any final visits to the topical tables. For parents, guardians, and caregivers of children who wish to attend this open house, childcare will be provided at the Hunt Recreation Center.

January 19, 2023

VIA FEDEX

Town of Concord License Commission
Attn: Shannon McAndrew
Town Manager's Office
22 Monument Square
Concord, MA 01742

RE: Retail Alcoholic Beverages Transfer of License Application
Artichoq Inc. d/b/a Vintages, Adventures in Wine
53 – 55 Commonwealth Avenue
Concord, MA 01742
Flick Law Group File # 22.1161

Dear Ms. McAndrew:

This law firm represents Artichoq Inc. d/b/a Vintages, Adventures in Wine and Ms. Meghan Elwell in connection with the above referenced matter. Please find enclosed Ms. Elwell's ABCC Application for a Transfer of License and appointment of new Manager for ABCC license no. 00015-PK-0244, in light of Ms. Elwell's purchase of all the stock in Artichoq, Inc. from its former owners.

Also included herein is the ABCC payment receipt and payment in the amount of \$1,250.00 to the Town of Concord.

The abutters list has been ordered from the Concord Assessor's Department, however it has not been received by this office as of today's date. Once received, this office will email the list directly to your attention.

Kindly schedule a hearing on this matter at the next available License Commission meeting, taking into consideration the time necessary to notify the abutters. Please notify this office of the date of the hearing once scheduled.

Should you have any questions or concerns, please do not hesitate to contact me at (978) 632-7948 or by email at jflick@flicklawgroup.com.

Very truly yours,


John M. Flick, Esq.

JMF/so
Encl.

TRANSFER OF LICENSE

To apply for a transfer of alcoholic beverages retail license, you will need the following:

- **\$200 Fee** paid online through our online payment link: [ABCC PAYMENT WEBSITE](#)
- **Monetary Transmittal Form**
- **DOR Certificate of Good Standing** This must be obtained by the seller, not the buyer.
- **DUA Certificate of Compliance** This must be obtained by the seller, not the buyer.
- **Transfer 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.*
- **Purchase and Sales Agreement**
- **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**
- **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 13 and attachments

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



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 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 checked="" 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 checked="" type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/LLP Partners,
Trustees) | <input checked="" 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

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 #: ea3cc7fd-fbfb-4510-a952-6ddab2163f0e

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	00015-PK-0244	\$200.00
		\$200.00

Total Convenience Fee: **\$4.70**

Total Amount Paid: **\$204.70**

Date Paid: **1/19/2023 11:10:41 AM EDT**

Payment On Behalf Of

License Number or Business Name:
00015-PK-0244

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
John

Last Name:
Flick



Email Address:
jflick@flicklawgroup.com



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

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.

Eric C. Broege and Carolyn L. Kemp, current stockholders of Artichoq Inc., a liquor store known as Vintages, Adventures in Wine in Concord, MA, have sold their stock to Meghan K. Elwell a longtime employee of Artichoq, Inc. Artichoq, Inc. will continue its operation as a retail store specializing in high end and collectible wines and spirits. The total square footage of the building space utilized by Artichoq Inc. includes 1,050 square feet of retail space and 1,400 square feet of basement space utilized for storage.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="\$15 Package Store"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="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 FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

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.

1,050-square-feet of retail space with 1,400 square-feet of basement space in a one-story structure. Entrance/exit at front (onto street) and rear (into parking lot).

Total Sq. Footage	<input type="text" value="2,450"/>	Seating Capacity	<input type="text" value="0"/>	Occupancy Number	<input type="text" value="N/A"/>
Number of Entrances	<input type="text" value="2"/>	Number of Exits	<input type="text" value="2"/>	Number of Floors	<input type="text" value="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="Eric C. Broege"/>	<input type="text" value="President and Director"/>	<input type="text" value="50%"/>
<input type="text" value="Carolyn L. Kemp"/>	<input type="text" value="Treasurer and Secretary"/>	<input type="text" value="50%"/>
<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"/>

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.

<input type="text" value="Meghan K. Elwell"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="President"/>	<input type="text" value="100%"/>	Director/ LLC Manager <input checked="" type="radio"/> Yes <input type="radio"/> No	US Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	Director/ LLC Manager <input type="radio"/> Yes <input type="radio"/> No	US Citizen <input type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	Director/ LLC Manager <input type="radio"/> Yes <input type="radio"/> No	US Citizen <input type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	Director/ LLC Manager <input type="radio"/> Yes <input type="radio"/> No	US Citizen <input type="radio"/> Yes <input type="radio"/> No
<input type="text"/>	<input type="text"/>	Director/ LLC Manager <input type="radio"/> Yes <input type="radio"/> No	US Citizen <input type="radio"/> Yes <input type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" 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:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" 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	\$0.00
B. Purchase Price for Business Assets	\$0.00
C. Other* (Please specify)	\$1.00
D. Total Cost	\$1.00

*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
Meghan Elwell	\$1.00
Total:	\$1.00

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.
None			<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.

Meghan K. Elwell is purchasing all stock in Atrichoq, Inc. for \$1.00. The stock transfer includes the transfer of all inventory and operating accounts of Artichoq, Inc.

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 SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* Yes No *Manager must be a U.S. Citizen
If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
April 2019	Present	Manager and Buyer	Vintages Adventures in Wine, Concord, MA	Eric C. Broege and Carolyn Kemp
July 2016	April 2019	General Manager & Wine Director	Pairings Wine and Food, Winchester, MA	Ray and Lori Schaefer
June 2014	June 2016	Wine Consultant	Nashoba Valley Winery, Bolton, MA	Stephanie Shea
Oct. 2011	June 2015	Shift Supervisor	Bertucci's, Greater Boston Area	Courtney Gukasyan

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?
 If yes, please fill out section 13.

Yes No

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 type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input 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 type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input 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 type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input 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 type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input 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 type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input 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?
 If yes, attach an affidavit providing the details of any and all convictions.

Yes No

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.

A large, empty rectangular box with a thin black border, intended for the applicant to provide additional information or clarify previous answers. The box is currently blank.

APPLICANT'S STATEMENT

I, Meghan K. Elwell the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory
of Artichog, 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:

Meghan K. Elwell

Date:

11/19/2023

Title:

President

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)
<input style="width: 95%;" type="text" value="Artichoq, Inc."/>	<input style="width: 95%;" type="text" value="100%"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text" value="Meghan K. Elwell"/>	<input style="width: 95%;" type="text" value="[REDACTED]"/>	<input style="width: 95%;" type="text" value="[REDACTED]"/>	<input style="width: 95%;" type="text" value="[REDACTED]"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%;" type="text" value="President"/>	<input style="width: 95%;" type="text" value="100%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<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	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/ LLC Manager	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/ LLC Manager	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/ LLC Manager	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/ LLC Manager	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/ LLC Manager	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?
If yes, attach an affidavit providing the details of any and all convictions.

Yes No

CORPORATE VOTE

The Board of Directors or LLC Managers of
Entity Name

duly voted to apply to the Licensing Authority of and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

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 type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input checked="" 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 checked="" type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

"VOTED: To authorize
Name of Person

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

"VOTED: To appoint
Name of Liquor License Manager

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

A true copy attest,





Corporate Officer / LLC Manager Signature


(Print Name)

For Corporations ONLY

A true copy attest,



Corporation Clerk's Signature


(Print Name)



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

mass.gov/dor

Notice Date: November 22, 2022



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000026



ARTICHOQ INC
53 COMMONWEALTH AVE
CONCORD MA 01742-3003

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, ARTICHOQ 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

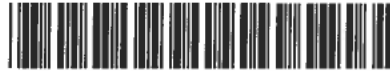
Edward W. Coyle, Jr., Chief
Collections Bureau



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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



409865545

Rosalin Acosta
SECRETARY

Connie C. Carter
INTERIM DIRECTOR

ARTICHOQ INC
53 Commonwealth Ave
Concord, MA 01742-3003

EAN: [REDACTED]
December 21, 2022

Certificate Id: [REDACTED]

The Department of Unemployment Assistance certifies that as of 12/21/2022 ,ARTICHOQ 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.

Connie C. Carter, Interim Director

Department of Unemployment Assistance



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: January 10, 2023

To Whom It May Concern :

I hereby certify that according to the records of this office,
ARTICHOQ, INC.

is a domestic corporation organized on **November 29, 1999** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: [REDACTED]

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: smc

D

BT

Examiner

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION

(General Laws, Chapter 156B)

ARTICLE I

The exact name of the corporation is:

Artichoq, Inc.

ARTICLE II

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

To own, operate and develop stores for the sale of wine, liquor and food.

See Insert 2A.

99333047

- C
- P
- M
- R.A.

9

P.C.

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

ARTICLE III

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:	200,000	\$.01
Preferred:		Preferred:		

ARTICLE IV

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

N/A

ARTICLE V

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

See Insert 5A.

ARTICLE VI

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

See Insert 6AA.

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

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

INSERT 2A

To carry on any one or more manufacturing, mercantile or commercial businesses.

To lend money or credit to and to aid in any other manner corporations, joint-stock companies, trusts, business trusts, associations, firms, other entities and persons any obligation of which or any interest in which, this corporation holds, or in the affairs or property of which this corporation has a lawful interest, and to do all acts and things to protect, improve or enhance the value of any such obligation or interest; to guarantee, or to secure by mortgage or through lien upon all or any part of the assets of this corporation, the payment of principal, interest and dividends on any stocks, shares, bonds, notes or other evidences of interest in or indebtedness of, and performance of any other contract or obligation by, such corporations, joint-stock companies, trusts, business trusts, associations, firms, other entities or persons.

To be a partner in any enterprise permitted by law.

To carry on in connection with the foregoing any other business advantageous to the business of the corporation, and, in general, to do every act and thing, and carry on every other business whatsoever, convenient or proper for accomplishment of the purposes of, or for carrying on the business of, the corporation, and to exercise all the powers conferred upon business corporations by the laws of The Commonwealth of Massachusetts.

INSERT 5A

No shares of the capital stock of the corporation shall be assigned, encumbered or transferred (voluntarily or involuntarily, of record or beneficially), whether by operation of law, gift, court order, pledge, foreclosure, marital property division or otherwise, unless the subject shares are first offered for sale to the corporation by delivery to the board of directors by the proposed transferor of written notice ("Transfer Notice"), which notice shall include (a) the name of the proposed transferee, (b) all relevant terms of such transfer, including the price (if any), (c) the price at which the proposed transferor is willing to sell or transfer the subject shares to the corporation, and (d) the name of one arbitrator. The board of directors may at any time within thirty days after receipt of the Transfer Notice accept the offer or elect to have the price of the subject shares determined by arbitration as provided below. Failure by the board of directors within said thirty day period either to accept the offer or to elect to have such price determined by arbitration shall be deemed to be a rejection of the offer by the corporation.

If the board of directors shall accept the offer, the corporation shall purchase the subject shares within thirty days after the date of the notice of such acceptance, which notice shall be made in writing and be deemed to have been given when mailed.

If the board of directors shall elect to have the price of the subject shares determined by arbitration, the board of directors shall give to the proposed transferor a notice naming a second arbitrator. The two arbitrators so named shall name a third arbitrator. It shall then be the duty of the arbitrators, in accordance with the then-obtaining commercial rules of the American Arbitration Association, to determine the value of the subject shares. If any arbitrator shall neglect or refuse to appear at any meeting scheduled by a majority of the arbitrators, a majority of the arbitrators present at such meeting may act in the absence of such arbitrator. After receipt of the report of the arbitrators as to the value of the subject shares, the corporation shall have a period of thirty days within which to purchase the same at such valuation.

No shares of stock shall be assigned, encumbered or transferred on the books of the corporation or beneficially until these provisions have been complied with; and any purported assignment, encumbrance or transfer without such compliance shall be void. The board of directors may, in any particular instance or instances, waive these provisions with respect to any present or future transfer, including, without limiting the generality of the foregoing, a sale or transfer at a future date or upon happening of a future event.

SEE CONTINUATION OF INSERT 5A

INSERT 5A CONTINUED

If the board of directors shall have (a) accepted the offer, and the corporation shall fail to purchase the subject shares within thirty days after notice of such acceptance, or (b) elected to have the price of the subject shares determined by arbitration, and the corporation shall fail to purchase such shares within thirty days after receipt of the arbitrators' valuation, or (c) rejected the offer, expressly or by reason of its failure to either accept or reject the offer or to elect to have the price determined by arbitration as provided above, or (d) waived these restrictions as provided above, then the owner of the subject shares may, at any time during a sixty-day period thereafter, dispose of the subject shares by consummation of the transaction described in the transfer notice.

Notwithstanding any provision of these Articles of Organization or in the bylaws of the corporation to the contrary: (a) for purposes of acting upon an offer made pursuant to these Articles of Organization by a director or a member of a director's immediate family or by an entity controlled directly or indirectly by a director, the vote or concurrence of a majority of the other directors shall be sufficient to decide the matter, and (b) these restrictions upon transfer shall not apply to transfers for no value upon death of a stockholder to such stockholder's estate, legal representatives, heirs, legatees or beneficiaries.

Notwithstanding any provision of these Articles of Organization or the bylaws of the corporation to the contrary, at any time this corporation is an S corporation (as that term is defined by the provisions of Internal Revenue Code section 1361), unless assented to in writing by persons holding more than 50% of all shares of stock then issued and outstanding, no shares of the capital stock of the corporation shall be transferred (voluntarily or involuntarily, of record or beneficially), whether by operation of law, gift, court order, pledge, foreclosure, marital property division or otherwise, to a person who is not an eligible shareholder under Internal Revenue Code section 1361(b). Any attempt to transfer the shares of the capital stock of the corporation in violation of this provision shall be void ab initio.

Notwithstanding any provision of these Articles of Organization or the bylaws of the corporation to the contrary, at any time this corporation is an S corporation (as that term is defined by the provisions of Internal Revenue Code section 1361), unless assented to in writing by persons holding more than 50% of all shares of stock then issued and outstanding, no shares of the capital stock of the corporation shall be transferred (voluntarily or involuntarily, of record or beneficially), whether by operation of law, gift, court order, pledge, foreclosure, marital property division or otherwise, to any person, regardless of whether the person is an eligible or ineligible person, if the transfer of such shares of capital stock will result in the termination of the corporation's status as a "small business corporation" as that term is defined by Internal Revenue Code section 1361(b). Any attempt to transfer the shares of the capital stock of the corporation in violation of this provision shall be void ab initio.

INSERT 6AA

The rights of a stockholder shall not be considered adversely affected by an amendment of the Articles of Organization of the corporation which creates or alters any restrictions on transfer of stock, and any such amendment is hereby expressly permitted.

Meetings of the stockholders of the corporation may be held anywhere in the United States.

The board of directors may make, amend, or repeal the bylaws of the corporation in whole or in part, except with respect to any provision of the bylaws that, by law, requires action by the stockholders.

A majority of each class of stock outstanding and entitled to vote may authorize:

- i. any amendments to the Articles of Organization;
- ii. sale, lease or exchange of all or substantially all of the property and assets of the corporation, including its goodwill, upon such terms and conditions as it deems expedient; and
- iii. approval of an agreement of consolidation or merger.

No director shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability; provided, however, that, to the extent required by applicable law, this provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under sections 61 or 62 or successor provisions of the Massachusetts Business Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit. This provision shall not eliminate or limit the liability of a director for any act or omission occurring prior to the effective date of this provision. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director, for or with respect to, any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICHOQ, LLC

5 Albert Avenue

Belmont, MA 02478

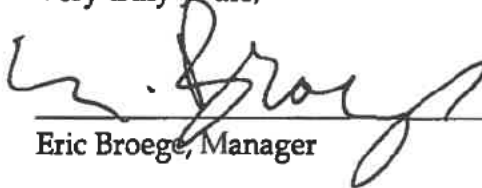
November 27, 1999

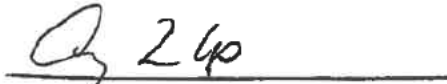
Massachusetts Secretary of the
Commonwealth
Corporations Division
Room 1717
One Ashburton Place
Boston, MA 02108

Dear Sir or Madam:

The undersigned, being the manager of Artichog, LLC, a Massachusetts limited liability company, hereby consents to the use of the name, "Artichog, Inc." with respect to the formation of Artichog, Inc., a Massachusetts corporation.

Very truly yours,


Eric Broege, Manager


Carolyn L. Kemp, Manager

ARTICLE VII

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

ARTICLE VIII

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

a. The street address (*post office boxes are not acceptable*) of the principal office of the corporation *in Massachusetts* is:

5 Albert Avenue; Belmont, MA 02478

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Eric Broege	5 Albert Ave., Belmont, MA 02478	Same
Treasurer:	Carolyn Kemp	5 Albert Ave., Belmont, MA 02478	Same
Clerk:	Carolyn Kemp	Same as above	Same
Directors:	Eric Broege	Same as above	Same
	Carolyn Kemp	Same as above	Same

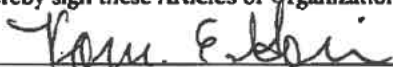
c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of: December

d. The name and business address of the resident agent, if any, of the corporation is: N/A

ARTICLE IX

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

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) *are clearly typed or printed* beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 29th day of November, 19 99.



Karen E. Gotkin
Goldstein & Manello, P.C.

265 Franklin Street

Boston, MA 02110

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

682044

0128754

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION
(General Laws, Chapter 156B)

SECRETARY OF THE
COMMONWEALTH
99 NOV 29 PM 3:10
CORPORATION DIVISION

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 200 having been paid, said articles are deemed to have been filed with me this 29th day of November 19 99.

Effective date: _____

William Francis Galvin

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

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

TO BE FILLED IN BY CORPORATION
Photocopy of document to be sent to:

Catherine L. Burns

Goldstein & Manello, P.C.

265 Franklin Street

Boston, MA 02110

Telephone: (617)-946-8000



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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>	00015-PK-0244	LICENSEE NAME:	Artichog Inc.	CITY/TOWN:	Concord
---	---------------	----------------	---------------	------------	---------

APPLICANT INFORMATION

LAST NAME:	Elwell	FIRST NAME:	Meghan	MIDDLE NAME:	Kathleen
MAIDEN NAME OR ALIAS (IF APPLICABLE):	N/A	PLACE OF BIRTH:	[REDACTED]		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Kisiel	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts
GENDER:	FEMALE	HEIGHT:	[REDACTED]	WEIGHT:	[REDACTED]
				EYE COLOR:	Blue
CURRENT ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]				
FORMER ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]				

PRINT AND SIGN

PRINTED NAME:	Meghan Kathleen Elwell	APPLICANT/EMPLOYEE SIGNATURE:	<i>Meghan K Elwell</i>
---------------	------------------------	-------------------------------	------------------------

NOTARY INFORMATION

On this Jan. 19, 2023 before me, the undersigned notary public, personally appeared Meghan K. Elwell
(name of document signer), proved to me through satisfactory evidence of identification, which were MA Drivers License
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.

[Signature]
NOTARY

 **JOHN M. FLICK**
Notary Public, Commonwealth of Massachusetts
My Commission Expires August 17, 2029

DIVISION USE ONLY

REQUESTED BY:	[REDACTED]
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-4614.

Experience

Manager and Buyer – Vintages Adventures in Wine, Concord MA

April 2019 – Present

Oversee daily operations such as; general administrative duties including purchasing/receiving and inventory management, assist wine director with assessing and curating selection, maintaining and improving vendor relationships in order to better negotiate favorable pricing and access to competitively allocated product, managing and updating online retail presence via store app, visual merchandising

General Manager & Wine Director – Pairings Wine and Food, Winchester MA July 2016-April 2019

Oversee daily operations of boutique beverage, food and gift store, such as; evaluate and negotiate pricing on wines to directly curate store wine selection, general administrative duties (purchasing/receiving, inventory, etc.) personnel management and scheduling, visual merchandising, create and promote store events

Wine Consultant - Nashoba Valley Winery, Bolton MA June 2014-June 2016

Retail Lead - Duties include ensuring overall successful operation of shift, assessing and providing solutions for customer service issues as they arise, managing online retail transactions, and overseeing that end-of-day procedures are completed by staff. Additional responsibilities include maintaining a strong social media presence through Facebook and Instagram.

Tour Guide – Provide guided tastings and detailed tours of the production facility that provide factual talks on the entire spectrum of the wine, beer, and spirit making practices

Bertucci's – Greater Boston area

October 2011-June 2015

Shift Supervisor, Certified Trainer – Oversee daily operational and administrative tasks by supporting both FOH and BOH staff. Responsibilities include line checks, assisting in inventory and purchasing, assisting in hiring and training/employee education.

Bartender (Lead) - Help build bar business through creative marketing and promotions, often ranked in the top 10 company-wide for sales and performance.

Education

Wine Scholar Guild - Italian Wine Scholar Program 2021

Unit 1: Northern Italy
Unit 2: Southern Italy

Completed; Passed with Honors
In Progress

Court of Master Sommeliers
Introductory Course & Exam

2015
Passed

Worcester Polytechnic Institute

2007-2011

Bachelor of Science, International Studies

Skills

Extensive knowledge of wine and wine industry, Physical and online retail sales and inventory management, effective social media communication

TRANSFER AGREEMENT

THIS AGREEMENT is entered into as of the 14th day of November 2022, by and between Artichoq, Inc, d/b/a Vintages in Wine, a Massachusetts corporation having a usual place of business at 53 Commonwealth Ave., Concord, Massachusetts (hereinafter referred to as "Artichoq"), Carolyn Kemp, and Eric Broege, (hereinafter respectively "Kemp" and "Broege" and collectively "Sellers") and Meaghan Elwell (hereinafter referred to as "Elwell" or "Buyer")

WITNESSETH:

WHEREAS, Kemp and Broege own all of the shares of Artichoq; and

WHEREAS, Artichoq owns and operated a wine and liquor store known as Vintages, Adventures in Wine, hereinafter "Wine Store" or "Business" including a package store liquor license, issued by the Concord Licensing Board hereinafter after the "Licensing Board" and approved by the Alcoholic Beverage Control Commission, hereinafter the "ABCC"; and

WHEREAS, Kemp and Broege are desirous of transferring their ownership in Artichoq to Elwell; and

WHEREAS Elwell desires to purchase all of the interest owned by sellers in Artichoq and to take over operation of the Wine Store, all upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

Section 1. Transfer of Ownership. Subject to the terms and conditions hereinafter set forth, the parties agree that the transfer of the ownership of Artichoq (which for the purposes herein shall mean all of their right, title and interest in all of the shares of Artichoq and shall hereinafter be referred to as "Shares") shall occur in two stages;

First Stage- upon the execution of this agreement, Seller will transfer to Elwell thirty (30%) of the Shares, hereinafter referred to as "First Stage Shares"; and

Second Stage- upon approval of the Licensing Board and the ABCC and satisfaction of obtaining the consent and approval of the change in ownership of Artichoq as may be required of the owner of the property where the Wine Store is currently located and operating., Seller shall transfer the remaining Shares (70%) to Elwell hereinafter referred to as "Second Stage Shares".

The First Stage Shares shall be endorsed on the books and records of Artichoq but the actual delivery of the First Stage Shares shall not occur until Closing (as hereinafter defined) and delivery of the Second Stage Shares. The First Stage Shares shall be subject to return to Sellers in the event that the contemplated transfer of all Shares does not occur. The First Stage Shares shall permit the Buyer to assume, for federal and state tax purposes ownership for reporting of income and losses until the earlier to occur of a Closing or termination of this agreement and return to Seller of the First Stage Shares.

Section 2. Purchase Price and Deposit. The purchase price to be paid by Buyer is One (\$1.00) Dollar but subject to certain adjustments as set forth herein.

Section 3. Transition. The Buyer and Artichoq agree that for a period up to six (6) months from the date of the Closing, Kemp and Broege shall provide consulting services to Artichoq, without any compensation due, to help in an orderly transition of the business operation to Buyer. Buyer, Broege and Kemp shall mutually agree upon the time and place of such transitional services as may be reasonably required. Artichoq shall permit for a period of eighteen (18) months after Closing, utilization of Broege and Kemp making COBRA payments to participate in any medical and dental health care plans available to the employees and principals of Artichoq. Broege and Kemp shall be responsible for all monthly COBRA payments.

Section 4. Sellers and Artichoq Representations and Warranties. Sellers and Artichoq hereby represents and warrants as follows:

(a) Seller's Authority. Sellers are the owner of all of the shares of stock of Artichoq. Further Artichoq is a corporation duly organized and validly existing in good standings under the laws of the Commonwealth of Massachusetts and has the power and authority to perform its obligations under this Agreement.

(b) Title to Assets. Artichoq is the owner of said License, which is duly issued, and authorized and Seller further acknowledges they have right, title and interest to transfer the shares of Artichoq and that same are currently free of any and all encumbrances and liens.

(c) Agreement Binding. This Agreement is valid and legally binding upon Seller, enforceable in accordance with its terms and neither the execution of this Agreement by Seller nor the performance by Seller of the various terms and provisions hereof will result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, agreement or other instrument to which Seller is a party or by which they may be bound.

(d) Transfer of License. Seller hereby acknowledges that the transfer of the License is a condition of the transfer of the Shares to Elwell. Further Seller acknowledges that the transfer of the License is subject to prior approval by the Licensing Board and ABCC.

Seller will use its best efforts to aid the Purchaser in connection with the transfer of the License, and shall execute any and all documents, necessary to effectuate same.

(e) Lease. Artichoq is the tenant of the premises located at 53 Commonwealth Ave., Concord, Massachusetts (the "Business Premises"), a copy of the lease is attached hereto and marked Exhibit "A".

(f) No Brokers. Seller has not engaged any brokers, finders, or other persons in connection with the transactions contemplated by this Agreement nor acted in any way so as to incur or give rise to any broker's fees, finder's fees or commissions of any kind].

(g) Litigation. There is no action, suit, proceeding at law or equity, by any person or entity, or any administrative or any proceeding by or before any governmental or other

municipal agency pending or threatened against or effecting the Seller or its rights which could materially and adversely affect the right and ability of the Seller to transfer the License as contemplated here in.

(h) Liquor License. Artichoq holds a valid retail license to sell alcohol for consumption off premises (M.G.L. c. 138, § 15). Said license is a valid and existing license in good standing. Broege is not aware of any investigations, enforcement actions, suspensions, fine or penalties imposed by the Town of Concord or the Commonwealth of MA ABCC.

(i) Taxes. Artichoq has filed (taking into account any valid extensions) all material Tax Returns required to be filed by Artichoq. Such Tax Returns are true, complete, and correct in all material respects. Artichoq is not currently the beneficiary of any extension of time within which to file any material Tax Return other than extensions of time to file Tax Returns obtained in the Ordinary Course of Business. All Taxes due and owing by Artichoq, including sales and use taxes applicable to the sale of alcoholic beverages and related products, and corporate excise taxes have been paid or accrued. There are no liens for Taxes upon any property or assets of Seller, except for taxes not yet due.

No extensions or waivers of statutes of limitations have been given or requested with respect to any material Taxes of Seller. There are no outstanding requests, agreements, consents or waivers to extend the statutory period of limitations applicable to the assessment of any Taxes or deficiencies against Seller, and no power of attorney granted by Seller with respect to any Taxes is currently in force.

There are no ongoing actions, suits, claims, investigations, or other legal proceedings by any taxing authority against Seller. There are no federal, state, local or foreign tax audits currently pending with regard to any Taxes or Tax Returns of Seller and, to the knowledge of Seller, no such tax audit is threatened. No claim has ever been made by a tax authority in a jurisdiction where Sellers does not file Tax Returns that it is or may be subject to taxation by that jurisdiction.

Seller is not a party to any agreement providing for the allocation, indemnification, or sharing of Taxes that shall remain in force after the Closing Date and Sellers shall not have any liability after the Closing Date for Taxes pursuant to any such agreement.

All material Taxes which Sellers is obligated to withhold from amounts owing to any employee, creditor or third party have been paid or accrued.

There are no elections with respect to Taxes affecting Seller, to the extent such elections are not shown on or in the Tax Returns that have been delivered or made available to Buyer prior to the date of this Agreement.

Seller has not participated in any "reportable transaction" as defined under Treasury Regulations section 1.6011-4 nor is it otherwise required to maintain a list pursuant to Treasury Regulations sections 301.6112-1 or 301.6112-1T.

(j) Citizenship. Broege and Kemp are not foreign persons subject to withholding

under section 1445 of the Internal Revenue Code.

(j) No Other Representations or Warranties. Seller and Artichoq make no other warranties or representations of any kind or nature.

Section 5. Elwell Representations and Warranties. Elwell hereby represents and warrants as follows:

(a) Authority. Elwell has the authority to perform its obligations under this Agreement.

(b) Agreement Binding. This Agreement is valid and legally binding upon Elwell, enforceable in accordance with its terms and neither the execution of this Agreement by Elwell nor the performance by it of the various terms and provisions hereof will result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, agreement or other instrument to which Elwell is a party or by which it may be bound.

(c) Transfer of License. Elwell hereby acknowledges that transfer of the License is subject to prior approval of the Licensing Board and ABCC. Elwell agrees and represents (i) that she is dealing exclusively with Seller with respect to the acquisition of the License in the Town of Concord (ii) that she will be solely responsible for completion of all documents and certificates and compliance with all regulatory requirements for transfer of the License; and (iii) will, in good faith and without delay, pursue such a transfer with the assistance of its counsel in order to accommodate such a transfer at or before the Closing date.

(d) No Brokers. Elwell has not engaged any brokers, finders, or other persons in connection with the transactions contemplated by this Agreement, nor has Elwell acted in any way so to incur or give rise to any broker's fees, finder's fees or commissions of any kind.

(e) Litigation. There is no action, suit, proceeding at law or equity by any person or entity, or any administrative or other proceedings by or before any governmental or other instrumentality or agency pending or to the best of the knowledge of Elwell, threaten against or affecting Elwell which could materially and adversely affect the right of the Elwell to purchase the license as contemplated herein.

(f) Exchange of Information. Elwell acknowledges that she has received various documents from the Sellers and Artichoq regarding the financial condition of Artichoq, that she has reviewed the past 3 years of financial statements, profit and loss statement and tax returns of Artichoq as well as having been an employee for Artichoq and familiar with the Business.

Section 6. Conditions Precedent to the Transfer. The obligation of the parties hereto to consummate the transactions provided for herein is subject to the following conditions precedent:

(a) Approval of the Licensing Board and the ABCC of the transfer of the License to Elwell;

(b) Execution of such other documents as may be required by the parties hereto.

(c) Conduct of Business Prior to Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer (which consent shall not be unreasonably withheld or delayed), Broege shall, and shall cause Sellers to: (a) conduct the business of Sellers in the Ordinary Course of Business; and (b) use commercially reasonable efforts to maintain and preserve intact the current organization, business and franchise of Sellers and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having business relationships with Sellers. From the date hereof until the Closing Date, except as consented to in writing by Buyer (which consent shall not be unreasonably withheld or delayed), Sellers shall not take any action that would cause any material change in the business or sufficiently deplete the assets of the business such as they were on the presentation of the Memorandum of Sale to Buyer dated July 22, 2022. Notwithstanding the foregoing, the Parties acknowledge, understand, and agree that Sellers shall be "debt-free" upon Closing and Broege shall have satisfied Sellers' liabilities. Notwithstanding the foregoing the Parties acknowledge, understand, and agree that Broege shall not deplete any Artichoq bank account in amounts greater than necessary to maintain the business in the same manner as it was upon presentation of the Memorandum of Sale to Buyer dated July 22, 2022. All bank accounts held by Sellers shall be turned over to Buyer at Closing.

Furthermore, Broege shall continue to serve as Artichoq's Manager of record (as defined by M.G.L. c. 138) until such time as Change of Manager and Change of Ownership applications have been submitted and approved by the Commonwealth of Massachusetts ABCC.

Section 7. The Closing. The consummation of the transactions provided for herein (the "Closing") will take place at the offices of Partridge Snow & Hahn, LLP, 30 Federal St., Boston, Massachusetts 02110 on the 10th day after the date upon which Elwell has received all approvals for the purchase and transfer of the License by the Licensing Board and the ABCC, including all applicable appeal periods. In the event that the parties mutually agree, no such actual physical closing may be required but instead, the parties shall deliver all documents required to counsel for Sellers to be held in escrow pending approval and consent of the parties to release thereto. In the event that a Closing shall occur, same shall if appropriate and agreed upon, be effective as January 1, 2023. At Closing, Sellers shall deliver all corporate minute books, stock transfer ledgers and corporate minutes for Artichoq. Sellers shall also deliver the Shares either properly endorsed for transfer or with stock powers of transfer attached thereto. Seller shall also resign as officers and directors of Artichoq at Closing. In the event that the contemplated Second Stage does not occur by March 1, 2023, unless such an extension is mutually agreed to in writing, this agreement shall become null and void and the First Stage shares delivered to Elwell shall be forthwith returned.

Section 8. Closing Adjustments and Inventory. Elwell and Sellers acknowledge that Broege maintains a previously purchased and/or acquired private collection of wine and other alcoholic beverages on the Business Premises (hereinafter "Broege Wines"). The Broege Wines have been segregated and identified by Broege and are not included in the Business inventory. Broege shall have access to the Broege Wines at his discretion. At or prior to the Closing, Broege shall provide Elwell with an inventory of the Broege Wines.

Section 9. Inspections. Elwell acknowledges that she is familiar with the business of Artichoq and has had the opportunity to review the books and records of Artichoq including certain financial and state income tax returns.

Section 10. Documents and Information to be provided at Closing. The parties further warrant and represent that at Closing the parties shall provide the following:

- (a) Shares properly endorsed for transfer;
- (b) corporate records for Artichoq including but not limited to all minutes of meetings of directors and shareholders, all banking records, and all other records relied upon by Sellers in the day-to-day operation of the Business;
- (c) resignations of current officers and directors;
- (d) appropriate corporate resolutions and minutes reflecting this transaction and indicating the authority of the respective parties to proceed forward with the transaction as set forth herein, and authorizing the parties by their respective officers, to execute any and all documents necessary to effectuate the sale;
- (e) Certificate of Good Standing from the Commonwealth of Massachusetts Secretary of the Commonwealth.
- (f) Certificate of Good Standing from the Commonwealth of Massachusetts Department of Revenue.
- (g) Agreement Not To Compete, Solicit, or Disclose Confidential Information in a form as attached hereto as Exhibited B to be executed by both Broege and Kemp;
- (h) Financial reports of Artichoq through the last day of the month immediately prior to the Closing, and statements for all Artichoq bank accounts for the year 2022.
- (i) Approval of Licensing Board and ABCC of the transfer of the License as required pursuant to Section 7 of this Agreement;
- (j) Such other documents, writings, and/or memorandums, as the Seller and Purchaser may mutually agree upon.

Section 11. Further Assurances. Each party agrees that it will cooperate with the other party and will execute and deliver, or cause to be executed and delivered, all such other instruments and will take all such other action as the other party may reasonably request from time to time in order to carry out the provisions and purposes hereof. Buyer has acknowledged that the Closing anticipated herein, is not conditioned upon the approval of the Landlord under the Lease.

Section 12. Consummation Date. In the event that the approvals for the purchase and transfer of the License have not been obtained by March 1, 2023, then unless the parties have mutually agreed otherwise, this agreement shall terminate and all funds held in escrow shall be returned to the Purchaser, with interest.

Section 13. Truth of Representation and Warranties. The representations and warranties of the Purchaser and Seller, contained in this Agreement shall be true and correct as of the closing date as if same had been on and as of such date.

Section 14. Notices. All notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed to have been given when delivered personally, via fax or email with evidence of delivery or when deposited for delivery via overnight mail or in the United States mail, registered or certified, and with proper postage prepaid, addressed as follows:

(a) If to Seller: Carolyn Kemp and Eric Broege

With a copy to: Joseph H. Matzkin, Esq.
Partridge Snow & Hahn LLP
Boston Mass. 02110

(b) If to Buyer: Meghan Elwell

With a copy to: John M. Flick, Esq.
Flick Law Group P.C.
144 Central St.
Gardner, Mass. 01440

or to such other address for either of the parties hereto as may from time to time be designated by notice given by such party to the other party in the manner hereinabove provided.

Section 15. Persons Bound. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

Section 16. Applicable Law. This Agreement shall be controlled, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Section 17. Counterpart. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

Section 18. Headings. The various section and paragraph headings used in this Agreement are for convenience only and shall not be used in interpreting the text of the section in which they appear.

Section 19. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may only be amended or modified by a written instrument signed by the parties hereto.

Section 20. Timing. Time is of the essence of this Agreement.

Section 21. Severability. If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

Section 22. Survivability. The parties agree and acknowledge that they have entered into a Non Disclosure agreement dated in September, 2022 and that those terms and condition shall survive the Closing and that all representations and warranties of the parties contained herein shall be true and correct on the Closing Date and shall survive the Closing for a period of twelve (12) months.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.


SELLER:

BUYER:

By:

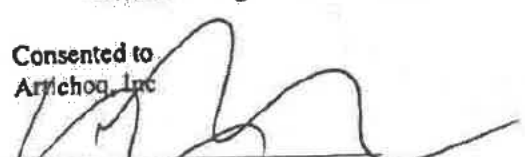

Carolyn L. Kemp

By:


Meghan Elwell


Eric C. Broege

Consented to
Artichou, Inc


By: Eric C. Broege
Its: President

**JOINT WRITTEN CONSENT TO ACTIONS
OF THE DIRECTORS
AND SHAREHOLDERS OF
ARTICHOQ, INC.**

The undersigned, being all of the Directors and Shareholders of Artichocq Inc., a corporation organized and existing under and by virtue of the laws of the State of Massachusetts (the "Company"), pursuant to the Articles of Incorporation and Bylaws of the Company, do hereby consent that the resolutions set forth below (the "Consent"), shall be deemed to have been adopted to the same extent and to have the same force and effect as if adopted at a formal meeting of the Directors and Shareholders, duly called and held for the purpose of acting upon proposals to adopt such resolutions.

WHEREAS, the Company, Carolyn Kemp ("Kemp") and Eric Broege ("Broege") entered into an agreement with Meghan Elwell ("Elwell") dated as of November 14, 2022 ("Transfer Agreement") for the assignment and transfer of all of the shares of stock of the Company, owned by Kemp and Broege (to wit: 10,000 shares of common stock \$.01 par value held by Kemp and 10,000 shares of common stock \$.01 par value held by Broege, the total shares of 20,000 hereinafter referred to as "Share Certificates") to Elwell; and

WHEREAS after the transfer and assignment of the Share Certificates, Elwell shall own all of the shares of stock of the Company; and

WHEREAS the Company shall waive any and all rights of first refusal and/or stock transfer restrictions for the assignment and transfer of the Share Certificates to Elwell; and

WHEREAS Kemp and Broege will resign effective the closing of the transaction as officers and directors of the Company ("Resignations"); and

WHEREAS Elwell effective the closing shall become the sole shareholder, officer and director of the Company, and

WHEREAS the Directors and Shareholders have reviewed the terms and considered the above transaction (the "Transaction") and the transfer and assignment of the Share Certificates including the waiver of the restrictions, Resignations and Transfer Agreement ("Transaction Documents"); and

NOW, THEREFORE, BE IT RESOLVED, that the Share Certificates, Resignations and Transaction and the execution, delivery and performance of the applicable Transaction Documents be, and they hereby are, authorized, approved and ratified in all respects, the Directors and Shareholders having determined that it is in the best interest of the Company to consummate the Transaction and execute, deliver and perform the applicable Transaction Documents, and it being understood and agreed by the Directors and Shareholders that the final terms, form and structure of the Transaction and the applicable Transaction Documents may be changed or modified in such respects as may be approved by the Directors or the appropriate

officers of the Company, in each case based in part upon the advice and counsel such Directors and/or officers receive from experts, even if such terms, form or structure differ from those set forth in the forms of applicable Transaction Documents previously presented to the Directors; and

IT IS FURTHER RESOLVED, that the President and Treasurer of the Company (individually, the "Officer" and collectively, the "Officers") be, and each such Officer hereby is, authorized, directed and empowered to execute and deliver the applicable Transaction Documents, in each case by, for, in the name of and on behalf of the Company, with such additions, changes, modifications or amendments thereto as the Directors or such Officer deems necessary or desirable and in the best interest of the Company, as conclusively evidenced by the such Officer's execution and delivery thereof; and

IT IS FURTHER RESOLVED, that the Officer of the Company be, and such Officer hereby is, authorized, directed and empowered to execute and deliver any documents and instruments, other than and in addition to the applicable Transaction Documents, deemed necessary or desirable by the Directors or such Officer in order to consummate and close the Transaction described in the Transaction Documents, in each case by, for, in the name of and on behalf of the Company including such other documents as may be necessary or required to effectuate the transfer of the liquor licenses required to operate the business and to complete the final delivery of documents required by the Transfer Agreement; and

IT IS FURTHER RESOLVED that all of the shares of stock of the Company are represented by 20,000 shares of common stock \$.01 par value which are validly issued and outstanding and that there are no other shares of any nature issued as of the date of this Resolution

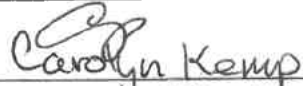
IT IS FURTHER RESOLVED that the parties agree that the closing of the Transaction Documents including transfer of the Share Certificates and Resignations shall become final only upon satisfaction of the closing condition and time set forth in the Section 1 of the Transfer Agreement

General Ratification

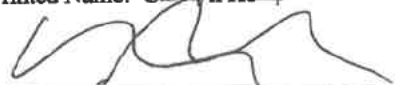
RESOLVED, that in addition to and without limiting the foregoing, the Officers be, and such Officers hereby are, authorized, directed and empowered to take, or cause to be taken, such further action, and to execute and deliver, or cause to be delivered, by, for, in the name of and on behalf of the Company, all such instruments and documents as the Directors or such Officers may deem necessary or desirable and in the best interest of the Company, in order to effect the purpose or intent of the foregoing resolutions (as conclusively evidenced by the taking of such action or the execution and delivery of such instruments and documents, as the case may be) and all action heretofore taken by the Directors or the Officers and agents of the Company in connection with the foregoing is hereby approved, ratified and confirmed in all respects as the act and deed of the Company.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent effective as of the December __ 2022.

DIRECTORS:



Printed Name: Carolyn Kemp




Printed Name: Eric Broege

SHAREHOLDERS:



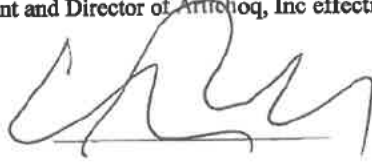
Printed Name: Eric Broege



Printed Name: Carolyn Kemp

Resignation

I, Eric Broege, hereby resign as President and Director of Artitehoq, Inc effective the date of the resignation

A handwritten signature in black ink, appearing to read 'Eric Broege', written over a horizontal line.

Eric Broege

Date: January 16, 2023

4397617.231681-2

Resignation

I, Carolyn Kemp, hereby resign as Treasurer, Clerk/Secretary and Director of Artichoq, Inc effective the date of the resignation

A handwritten signature in black ink, appearing to be 'CK', is written over a horizontal line.

Carolyn Kemp

Date: January/6, 2023

4397615.3/31681-2

CERTIFICATE



For 20,000 Shares
Issued to
MEGHAN ELWELL

Dated _____

FROM WHOM TRANSFERRED

Dated _____

No. ORIGINAL CERTIFICATE	No. ORIGINAL SHARES	No. OF SHARES TRANSFERRED
1	10,000	10,000
2	10,000	10,000

Received Certificate No. _____
For _____ Shares
this _____ day of _____



Vintagey still to labeling
Consent to assignment is original
1,000sf + 1400sf basement
S.D. \$1000
Tax Receipt FY 96 & 97

Lease ends 9/30/03
2-5 year options till 9/30/03
Rent \$17,830 (1492.50)
Lease commenced 10/1/95
Right of 1st refusal

Option to renew
Pl. Court signature
Kempt Progression
Corrections

LEASE OF 53-55 COMMONWEALTH AVENUE, CONCORD, MASSACHUSETTS 01742

W. Street

1. Parties. Church Street Realty Trust w/d/t dated February 21, 1961 and having an address at 53-55 Commonwealth Avenue, Concord, MA 01742 (the "Lessor," which expression shall include its successors, and assigns where the context so admits) does hereby lease to Vintagey of Concord, Inc., a Massachusetts corporation with a principal place of business at 53-55 Commonwealth Avenue, Concord, Massachusetts 01742 (the "Lessee," which expression shall include its successors and assigns where the context so admits), and the Lessee hereby leases the premises described in Section 2.

2. Premises. 1,050 square feet of retail space on the ground floor and 1,400 square feet of basement storage space, more or less, at 53-55 Commonwealth Avenue, Concord, Massachusetts 01742 and shown in red on the plan entitled "Condon Bldg." attached hereto as Exhibit I (the "Premises") together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access to said leased premises and the lavatories nearest thereto.

3. Term. The initial term of this lease (the "Initial Term") shall be for a period of three (3) years commencing on October 1, 1995 and ending on September 30, 1998. The Initial Term shall be subject to extension in accordance with Section 27(b) hereof. Lessee's rental payment obligations shall commence on November 1, 1995.

4. Rent. The Lessee shall pay to the Lessor fixed rent at the rate of seventeen thousand and four hundred dollars (\$17,400.00) per year, payable in advance in monthly installments of \$1,450.00, subject to proration in the case of any partial calendar month. All rent shall be payable without offset or deduction. All rental payment shall be due and payable on the first day of each and every month during the Initial Term and during any extension terms.

5. Security Deposit. The Lessee has heretofore paid the Lessor the amount of one thousand dollars (\$1,000), which shall be held as a security for the Lessee's performance as herein provided and refunded to the Lessee at the end of this lease, without interest, subject to the Lessee's satisfactory compliance with the conditions hereof. In the event Lessor so applies all or part of said sum, Lessee shall fully restore the Security Deposit Amount within ten (10) days after written notice to do so from the Lessor, Lessee agreeing that application of all or any of the Security Deposit to pay sums due from Lessee and the subsequent restoration of the Security Deposit Amount shall not be deemed a cure of Lessee's default. If Lessee is in default at the termination of this Lease, the Lessor may retain the Security Deposit until thirty (30) days after Lessor has recovered all rents, losses, damages and other amounts.

6. Rent Adjustment: Tax Escalation. If in any tax year commencing with the fiscal year July 1, 1996, the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year ended June 30, 1996 (hereinafter

Right of 1st refusal - will release
Option to renew - still exist? release?
original copy of "consent to assignment"

designated by notice in writing by Lessor, thirty four per cent (34%) of such excess that may occur in each year of the term of this lease or any extension or renewal thereof and proportionately for any part of a fiscal year. If the Lessor obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the Lessee. In the event the Lessor fails to prosecute any such abatement application, Lessee shall have the right to file and prosecute the same on Lessor's behalf at Lessee's sole cost and expense.

7. Utilities. The Lessee shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the leased premises exclusively. The Lessor agrees to provide all other utility service that are presently being furnished to the Premises and to furnish reasonably hot and cold water and reasonable heat and air conditioning (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning seasons of each year, and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the Lessor's control. Lessor shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event Lessee requires additional utilities or equipment, the installation and maintenance thereof shall be the Lessee's sole obligation, provided that such installation shall be subject to the written consent of the Lessor.

8. Use of Leased Premises. The Lessee shall use the leased premises only for the purpose of the sale, at retail, of liquor, wine, cheese and other food and alcoholic or non-alcoholic beverages and for no other use or purpose whatsoever.

9. Compliance with Laws. The Lessee acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated. Without limiting the generality of the foregoing (a) the Lessee shall not bring or permit to be brought or kept in or on the leased premises or elsewhere on the Lessor's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws; (b) the Lessee shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased premises and any work performed by the Lessee therein; and (c) Lessee shall obtain and at all times maintain all required licenses and approvals from state, federal and municipal authorities that may be required, now and in the future, for the operation of its business.

10. Fire Insurance. The Lessee shall not permit any use of the leased premises which will make voidable any insurance on the property of which the lease premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The Lessee shall on demand reimburse the Lessor, and all other tenants, all extra insurance premiums caused by the Lessee's use of the premises.

11. Maintenance.

A. Lessee's Obligations. The Lessee agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The Lessee shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Lessee shall obtain written consent of Lessor before erecting any sign on the premises. Lessor shall be responsible for snow and ice removal from the rear and sides of the Premises. Lessee shall be responsible for snow and ice removal from the front of the Premises including all front walkways and the front entrance way.

B. Lessor's obligations. The Lessor agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the Lessee or those for whose conduct the Lessee is legally responsible.

12. Alterations and Additions. Except for the removal of one bathroom and the addition of one walk-in cooler and triple sink, upgrade of plumbing and electrical service and the addition of a new heating and air conditioning unit, floor refinishing and new paint all as heretofore approved by the Lessor, the Lessee shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the Lessor consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at Lessee's expense and shall be in quality at least equal to the present construction. Lessee shall not permit any mechanics' liens, or similar liens, to remain upon the lease premises for labor and material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed at the direction of Lessee and shall cause any such lien to be released of record forth with without cost to Lessor. Any alterations or improvements made by the Lessee shall become the property of the Lessor at the termination of occupancy as provided herein.

X 13. Assignment and Subleasing. The Lessee shall not assign or sublet the whole or any part of the leased premises without Lessor's prior written consent which consent shall not be unreasonably withheld or delayed. Notwithstanding such consent, Lessee shall remain liable to Lessor for the payment of all rent and for the full performance of the covenants and conditions of this lease.

14. Subordination. This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter imposed upon the leased premises, a lien or liens on the property of which the leased premises are a part and the Lessee shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

15. Lessor's Access. The Lessor or agents of the Lessor may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as Lessor should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

16. Intentionally Omitted.

17. Lessee's Liability Insurance.

- (a) Public Liability Insurance. Lessee shall throughout the Term procure, keep in force and pay for Comprehensive General Liability Insurance, including, but not limited to, coverage for personal injury, broad form property damage, host liquor, so called Dram Shop and liquor liability, extended bodily injury and broad form contractual liability, indemnifying Lessor and Lessee, on an occurrence basis, against all claims and demands for personal injury with limits as may be reasonably required by Lessor and as are customarily carried by retail tenants involved in the sale of alcoholic beverages under licensure of the ABCC in the suburban Boston area. Pending notice by Lessor to the contrary, the minimum liability coverage shall be \$1,000,000.00 per person, \$1,000,000.00 per occurrence. Lessee shall further maintain workers compensation insurance providing statutory limits including employer's liability insurance with current limits of \$ 100,000.00 for each additional injury, and , with respect to bodily injury by disease \$ 100,000.00 each employee and \$ 500,000.00 per policy year.
- (b) Certificates of Insurance. Such insurance shall be effected with insurers reasonably approved by Lessor, authorized to do business in the Commonwealth of Massachusetts, under valid and enforceable policies, and such policies shall name Lessor and Lessee as the insured, as their respective interests appear. Such insurance shall provide that it shall not be canceled or modified without at least thirty (30) days' prior written notice to each insured named therein. Not less than fifteen (15) days prior to the expiration date of each such policy, original copies of the policies provided for in subparagraph (a) issued by the respective insurers, or certificates of such policies, together with evidence reasonably satisfactory to Lessor of the payment of all premiums for such policies, shall be delivered by Lessee to Lessor, and certificates as aforesaid of such policies shall, upon request of Lessor, be delivered by Lessee to the holder of any mortgage affecting the Premises.
- (c) Indemnification. Lessee will hold Lessor harmless, and will exonerate, defend and indemnify

Lessor from and against any and all claims, liabilities or penalties asserted by or on behalf of any person, firm, corporation or public authority:

- (1) On account of or based upon any injury to persons, or loss of or damage to property, sustained or occurring on the Premises on account of or based upon the act, omission, fault, negligence or misconduct of any person other than Lessor and those for whose conduct Lessor is legally responsible.
- (2) On account of or based upon any injury to persons, or loss of or damage to property, sustained or occurring elsewhere (other than on the Premises) in or about the Building or Property arising out of the use or occupancy of the Premises, the Building, or the Property by the Lessee, or by any person claiming by, through or under Lessee, on account of or based upon the act, omission, fault, negligence or misconduct of all persons other than Lessor and those for whose conduct Lessor is legally responsible;
- (3) On account of or based upon (including monies due on account of) any work or thing whatsoever done (other than by Lessor or its contractors, or agents or employees of either) on the Premises during the term of this Lease; and
- (4) On account of or resulting from the failure of Lessee to perform and discharge any of its covenants and obligations under this Lease; and in respect of any of the foregoing, from and against all costs, expenses (including reasonable attorneys' fees) and liabilities incurred in or in connection with any claim with any claim, or any action or proceeding brought thereon.

18. Fire, Casualty and Eminent Domain. Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the Lessor may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this lease if: (a) The Lessor fails to give written notice within thirty (30) days of intention to restore leased premises, or (b) The Lessor fails to restore the leased premises to a condition substantially suitable for their intended use within 90 (ninety) days of said fire, casualty or taking. The Lessor reserves, and the Lessee grants to the Lessor, all rights which the Lessee may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the Lessee's fixtures, property or equipment.

19. Default and Bankruptcy. In the event that: (a) The Lessee shall default in the payment of any installment of rent or other sum herein specified; or (b) The Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or (c) The Lessee shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Lessee's property for the benefit of creditors, then the Lessor shall have the right thereafter, while

such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the Lessee's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The Lessee shall indemnify the Lessor against all loss of rent and other payments which the Lessor may incur by reason of such termination during the residue of the term. If the Lessee shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Lessee's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the Lessor, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Lessee. If the Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of ten per cent (10%) per annum and costs, shall be paid to the Lessor by the Lessee as additional rent.

20. Notices. Any notice from the Lessor to the Lessee relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the Lessee, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the Lessee. Any notice from the Lessee to the Lessor relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Lessor by registered or certified mail, return receipt requested, postage prepaid, addressed to the Lessor at such address the Lessor may from time to time advise in writing. All rent notices shall be paid and sent to the Lessor at 57 Commonwealth Avenue, Box 1014, Concord, Massachusetts 01742.

21. Surrender. The Lessee shall at the expiration or other termination of this lease remove all Lessee's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Lessee, either inside or outside the leased premises). Lessee shall deliver to the Lessor the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the Lessee's failure to remove any of Lessee's property from the premises, Lessor is hereby authorized, without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same under Lessor's control or to sell at a public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22. Holdover. If Lessee retains possession of the Premises or any part thereof after the termination of this Lease (which, as used herein, shall mean termination by lapse of time or otherwise) without Lessor's prior written consent, Lessee shall pay Lessor as the monthly rent, double the sum of the minimum Monthly Rental Payment plus additional rent due on a per month basis, for each month or part thereof (without reduction for any such partial month) that Lessee remains in possession, and in addition thereto, Lessee shall pay Lessor all damages, consequential as well as direct, sustained by reason of Lessee's retention of possession. Lessee acknowledges that the foregoing determination of holdover rent is not a penalty, but a fair estimation based on information

now available of the rental value during the holdover period.

23. Condition of Premises. Except as may be otherwise expressly set forth herein, the Lessee shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, and the Lessor shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the Lessee.

24. Force Majeure. In the event that the Lessor is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the Lessor, the Lessor shall not be liable to the Lessee therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the Lessee be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the Lessee that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.

25. Waiver of Subrogation. Lessor and Lessee shall each endeavor to cause all policies of fire, extended coverage, and other physical damage insurance covering the Premises, the Building, the Property or any property therein to contain the insurers' waiver of subrogation and consent to pre-loss waiver of rights by the insured. Effective only when permitted by the insurance policy, Lessor and Lessee respectively waive all claims and rights to recover against the other in the event of insured loss or damage to the extent of insurance proceeds collected by the damaged party.

26. Liability of Owner. No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the Lessor's obligations occurring during the period of such ownership. The obligations of the Lessor shall be limited to the Lessor's interest in the property in which said Premises is located and not upon other assets of the Lessor, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the Lessor shall be personally liable for performance of the Lessor's obligations hereunder.

27. Other Provisions.

(a) Right of First Refusal to Purchase. It is also understood and agreed that if during the Term hereof, as the same may be extended, the Lessor shall desire to sell the Premises and shall have received a bona fide written offer from a third party for the purchase thereof, the Lessor shall by written notice to then Lessee enclosing a copy of such written bona fide offer, offer to the Lessee the right to purchase the Premises and the Lessee shall have fourteen (14) calendar days after receipt of such notice and offer in which to accept in writing such offer. The Lessor and the Lessee shall within fifteen (15) calendar days from the acceptance of such offer by Lessee, which acceptance shall be in writing and delivered to Lessor, enter into a written purchase and sale agreement for the purchase of the Premises upon the same terms and conditions specified in the notice and offer from the Lessor to the Lessee (the "Contract"). In the event the Lessee shall accept in writing the terms and conditions of sale during such fourteen (14) day period and shall then either: (i) fail to execute a Contract; or (ii) having executed the Contract, fail to perform the Lessee's obligations thereunder and purchase the Premises, in addition to any of Lessor's rights to recover its damages under said Contract, all Lessee's rights to purchase the Premises as are herein described shall be waived and the Lessor shall thereafter be free to sell the Premises to any other party or parties.

(b) Option To Extend Term. Provided that at the time of exercise of this option and at the time the extension of the term is to commence Lessee has not defaulted under the terms of this lease and is otherwise in good standing and has complied in all material respects with all of its covenants and obligations under this lease and is occupying the entirety of the Premises, Lessee shall have the option to extend this Lease for a total of three (3) consecutive terms of five (5) years (the "Extension Terms"). Each such Extension Term shall be exercised by Lessee by giving written notice to Lessor at least six (6) months prior to the end of the Initial Term or any previous Extension Term. If Lessee fails to give such notice exercising its option for the Extension Term or and Extension Term, this lease shall automatically expire at the end of the Initial term or such Extension Term, and the Lessee shall have no further option to extend the term of the Lease. If the Term is so extended, all of the terms and conditions of this Lease shall remain in full force and effect during such extension except the minimum rent due Lessor during the period of such Extension Term shall be increased as described hereinafter. The Initial Term and the Extension Terms are hereinafter referred to collectively as the "Term" of this lease.

The basic monthly rent for each Extension Term shall be increased prior to the commencement of each such Extension Term. For the first Extension Term, if exercised, Lessee's minimum monthly rent shall be increased to a sum equal to the greater of: (a) \$ 1,260.00; or (b) the fair market value for such Premises as determined by an appraisal conducted by a bona fide independent professional real estate appraiser selected by Lessor ("Fair Market Value"). For the Second and Third Extension Periods, if exercised, the minimum monthly rent to be paid Lessor shall either be: (a) increased by five percent (5%) over the basic monthly rent for the immediately preceding Extension Term; or (b) a sum equal to the then existing Fair Market Value of the Premises. The cost of each such appraisal for determining the Fair Market Value of the Premises shall be equally divided by Lessor and Lessee unless such appraisal is mutually waived by Lessor and Lessee

(c) Option To Expand.

(i) Option. Lessee shall have the option to lease all or any portion (the "Expansion Areas") of either: (A) the premises immediately adjacent to the leased premises at 51 Commonwealth Avenue and containing 700 square feet of space and 700 square feet of basement storage space, more or less, and currently occupied by a retail store selling decorative tiles under the name "Forever Tile" whenever said retail store shall vacate its leased premises; and/or (B) the premises immediately adjacent to the leased premises at 49 Commonwealth Avenue and containing 750 square feet of space and 750 square feet of basement storage space, more or less, currently occupied by a barber shop under the name of "Tim the Barber" at the end of the current five (5) year term of said barber shop's lease; and/or (C) the premises ambitiously adjacent to the leased premises at 57 Commonwealth Avenue and containing 1,800 square feet of space and 1,800 square feet of basement storage space, more or less, currently occupied by a retail store selling pastry under the name of "Concord Teacakes" whenever said retail store shall vacate its premises.

(ii) Exercise. The Lessee may exercise its option to lease any one or more of the Expansion Areas, and only in their entirety as presently constituted, provided that at the time of exercise of this option Lessee has not defaulted under the terms of this lease and is otherwise in good standing and has complied in all material respects with all of its covenants and obligations under this lease and is

occupying the entirety of the Premises, by giving written notice thereof to Lessor on or before the Notice Date (as defined in clause (iv) of this Section 27(c)) with respect to the applicable Expansion Area. If Lessee fails timely to give such notice, Lessee shall have no further right to lease any portion of the applicable Expansion Area, time being of the essence of this clause (ii). If Lessee timely gives such notice, Lessor shall lease and demise to Lessee, and Lessee shall hire and take from Lessor, such Expansion Area without the need for further act or deed by either party, for the Term and any Extension Term upon all of the same terms and conditions of this Lease, except as hereinafter set forth.

(iii) Expiration Dates of Other Leases in Expansion Areas. Not later than six (6) months prior to the expiration of a lease of any Expansion Area, the Lessor shall notify the Lessee in writing of such expiration date. In addition, upon written request made from time to time during the term of this lease, the Lessor shall notify the Lessee in writing of the expiration dates of the leases of other lessees of the various Expansion Areas.

(iv) Notice Date. The Notice Date in respect of any Expansion Area shall be the date three (3) months prior to the expiration date of the lease of such Expansion Area (or such portion thereof).

(v) Lease Provisions Applying To Expansion Area. The leasing to Lessee of all or any portion of the Expansion Area shall be upon all the same terms and conditions of this lease except that the basic rent payable in respect of any Expansion Area (or any portion thereof), shall be the then Fair Market Value mutually agreed upon based on rents for comparable retail space at such time in respect of the Expansion Area, provided, however, that in no event shall the basic rent per square foot be less than the basic Minimum Rent, per square foot applicable being paid to Lessor for the Premises herein described and being leased to Lessee hereunder. If there is more than one rental rate applicable to the other Premises then demised to Lessee, then the basic rent applicable to the Expansion Area (or such portion thereof) shall be determined in accordance with the weighted average (i.e., based upon the relative areas to which such rates apply) of the rental rates payable by Lessee.

(vi) Condition of Expansion Area. The Expansion Area shall be delivered by Lessor and accepted by Lessee "as is," in its then "i.e., as of the commencement date of the term in respect of the Expansion Area (or such portion thereof), state of construction, finish and decoration, without any obligation for preparation or construction of such premises by Lessor for Lessee's occupancy.

(vii) Execution Of Lease Amendment. Notwithstanding the fact that Lessee's exercise of the above expansion option shall be self-executing, as aforesaid, the parties hereby agree promptly to execute a Lease Amendment reflecting the addition of the Expansion Area (or any portion thereof), except that the Basic Rent payable in respect of the Expansion Area (or such portion thereof) shall be as set forth in such Amendment. Subsequently, after such basic rent, the parties shall execute a written agreement confirming the same. The execution of such Lease Amendment shall not be deemed to waive any of the conditions to Lessee's exercise of the any other expansion option herein provided for, unless otherwise specifically provided in such Lease Amendment.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 1st day of October, 1995.

Church Street Realty Trust (the "Lessor")

Vintages of Concord, Inc. (the "Lessee")

By: John P. Conder
Trustee, and not individually

By: Nathaniel D. White
President

**FIRST AMENDMENT TO LEASE
53-55 COMMONWEALTH AVENUE, CONCORD, MASSACHUSETTS**

Reference is hereby made to that certain commercial lease dated as of October 1, 1995 (the "Lease"), by and between Church Street Realty Trust u/d/t dated February 21, 1961, having an address at P.O. Box 1014, Concord, MA 01742 (the "Lessor") and Vintages of Concord, Inc. a Massachusetts corporation with a principal place of business at 53-55 Commonwealth Avenue, Concord, Massachusetts 01742 (the "Lessee").

For and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree to amend the terms and conditions of said Lease as follows.

1. Lessor and Lessee hereby agree that Section 27 (a) Right of First Refusal, as set forth and described in said Lease is hereby deleted from said Lease in its entirety and that the provisions of said Section 27(a) shall have no further force and effect. Lessee hereby waives any and all rights under said Lease to purchase the land and buildings in which said leased premises are located as set forth and described in said Section 27 (a).

2. Lessor and Lessee hereby agree that Lessee has duly exercised its option to extend the term of said Lease, as provided in Section 27(b) of said Lease, for the first option period therein described for an additional period of five (5) years commencing as of October 1, 1998 and terminating on September 30, 2003 (the "First Option Period"). Lessor and Lessee hereby further agree that the basic monthly rent for the demised premises during said First Option Period shall be \$ 17,850.00 per annum, payable in equal monthly payments of \$ 1,487.50 per month. The first rental payment due under said First Option Period shall be due and payable on October 1, 1998.

3. Lessor and Lessee hereby agree that Section 27 (c) Option to Expand, including but not limited to subsections (i) - (vii) therein, all as set forth and described in said Lease, is hereby deleted from said Lease in its entirety and that the provisions of said Section 27(c) shall have no further force and effect. Lessee hereby waives any and all rights under said Lease to expand the demised premises into other space owned by the Lessor, or their heirs, successors or assigns, or to otherwise lease other areas of the land and buildings in which the demised premises is located, all as set forth and described in said Section 27 (c).

4. Lessor hereby acknowledges the receipt of One Thousand Dollars (\$ 1,000.00) as a replacement security deposit as is required to be maintained by Lessee under the terms of said Lease:

5. Lessor hereby agrees that Lessee's basic monthly rent obligation for the balance of the Initial Term of the Lease, that being the period of May, 1998 through the end of the Initial Term on September 30, 1998, is hereby waived by Lessor, and Lessee is hereby excused from such payment

obligations during such period. Upon the execution of this Lease Amendment by Lessor and Lessee, Lessor hereby agrees to return, uncashed, Lessee's rental payment for the month of July, 1998, and to further refund to Lessee the sum of \$ 2,900.00 representing basic monthly rental payments made by Lessee for the months of May and June, 1998.

6. Neither the Lease, nor this First Amendment, may be recorded by the Lessee. Notwithstanding the foregoing to the contrary, contemporaneously with the execution of this Lease Amendment, Lessor and Lessee shall execute a Notice of Lease in the form attached hereto as Exhibit "A" which Notice of Lease may be recorded by Lessee at Lessee's sole cost and expense.

7. Upon the execution of this Lease Amendment by Lessor and Lessee, Lessor shall use its best efforts to have its mortgage lender execute a Non Disturbance and Attornment Agreement in a form mutually agreeable to the parties. Notwithstanding the foregoing to the contrary, Lessee acknowledges that the execution of such agreement is at the sole discretion of such lender, and the failure or refusal of said lender to execute said agreement shall not be a default by Lessor under the Lease, or this Lease Amendment, nor shall the same act to release Lessee from its obligations under the Lease or this Lease Amendment, or otherwise render the obligations and agreements of Lessee under this Lease Amendment ineffective.

8. Upon the termination of said Lease, as may be extended now or in the future, Lessee may remove the existing lighting fixtures and hard wood flooring from the demised premises provided however that the Lessee repairs any and all damage caused by such removal activities and that Lessee installs replacement lighting and flooring upon vacating the demised premises.

9. All other terms and conditions of said Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 4th day of ~~July~~ August, 1998.

LESSOR
Church Street Realty Trust

LESSEE
Vintages of Concord, Inc.

By: James M. Condon Trustee
James M. Condon as Trustee,
and not individually

By: Nathaniel D. White
Nathaniel White, President

CONFIRMED AND ATTESTED TO:

By: John P. Condon Trustee
John P. Condon as Trustee,
and not individually

By: Marjorie White
Marjorie White, Treasurer and Clerk

CONSENT TO ASSIGNMENT

THIS CONSENT TO ASSIGNMENT is entered into this 18th day of November, 1999, by and between Church Street Realty Trust under Declaration of Trust dated February 21, 1961, having an address of 53-55 Commonwealth Avenue, Concord, Massachusetts 01742 ("Lessor"), Vintages of Concord, Inc. a Massachusetts corporation having a usual place of business at 53-55 Commonwealth Avenue, Concord, Massachusetts 01742 ("Assignor"), and Artichoq, LLC, a Massachusetts limited liability company having a usual place of business at 5 Albert Avenue, Belmont, Massachusetts 02478 ("Assignee").

WHEREAS, Lessor and Assignor have entered into a certain lease dated October 1, 1995, as amended by First Amendment to Lease dated August 4, 1998 (the "Lease") for the premises in Lessor's building located at 53-55 Commonwealth Avenue, Concord, Massachusetts 01742 (the "Premises"); and

WHEREAS, Assignor wishes to assign all of its rights, title and interest in and to the Lease to Assignee pursuant to a certain Agreement dated October 1, 1999 (the "Purchase Agreement") whereby the business of Assignor is being sold to Assignee; and

WHEREAS, such assignment shall be effective as of the closing under the Purchase Agreement; and

WHEREAS, the said Assignor is required to obtain the consent of Lessor to said assignment, pursuant to the Lease; and

WHEREAS, the Assignee wishes to assume said Lease;

NOW, THEREFORE, in consideration of these presents, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.
2. Lessor hereby consents to the assignment of the Lease by Assignor to Assignee.
3. In no event shall such consent constitute a waiver in any other instance of the provisions contained in the Lease against assignment, subletting or otherwise transferring any right or interest in said Lease.
4. Assignee hereby agrees to be bound by and to perform each and every one of the terms, conditions, provisions and obligations contained in the Lease on the part of Tenant to be performed and observed; and

5. Assignee shall deliver to Lessor immediately following the closing under the Purchase Agreement a guaranty, in the form attached hereto as Exhibit A, executed by Carolyn Kemp and Eric Broege, individually, to guaranty the payment of all rent and other charges due under the Lease from and after the date of the closing.

EXECUTED under seal this 18th day of November, 1999.

LESSOR:
Church Street Realty Trust

By: James M. Condon Trustee
James M. Condon, Trustee

By: John P. Condon Trustee
John P. Condon, Trustee

The undersigned Assignor and Assignee referred to in the foregoing consent do hereby consent to the conditions above imposed hereby and agree to perform and observe all of the foregoing conditions.

EXECUTED under seal this _____ day of November, 1999.

ASSIGNOR:
VINTAGES OF CONCORD, INC.

By: _____
Nathaniel White, its President
Hereunto Duly Authorized

ASSIGNEE:
ARTICHOQ, LLC

By: _____
Carolyn Kemp, Manager

By: _____
Eric Broege, Manager

ADDENDUM II TO EXISTING LEASE

The Commercial Lease in effect between Church Street Realty Trust, now Vernco Trust and Artichoq, Inc. and Carolyn Kemp and Eric Broege, individually executed on October 1, 1995 and amended on December 8, 1999 and February 17, 2000 is hereby amended as follows:

Rental Term: The term of the lease shall be extended for additional five (5) years commencing on October 1, 2003 and ending September 30, 2008.

Rent: As of October 1, 2003 the rent will be as follows:

October 1, 2003 through September 30, 2005 the annual sum of \$23,100 in equal monthly payments in advance of \$1,925 due on the first day of each month.

October 1, 2005 through September 30, 2007 the annual sum of \$23,625 in equal monthly payments in advance of \$1,968.75 due on the first day of each month.

October 1, 2007 through September 30, 2008 the annual sum of \$24,150 in equal monthly payments in advance of \$2,012.50 due on the first day of each month.

Water and Sewer: Lessee shall pay \$100 per year for water and sewer every January.

Real Estate Taxes: Lessee shall be responsible for 24% of the municipal real estate tax for 49-59 Commonwealth Avenue, Concord, MA.

All other terms and conditions of existing lease are in effect.

Executed in duplicate, this 15th day of July, 2003

Lessee: Artichoq, Inc.

By: 
Eric Broege, President

Artichoq, Inc

By: 
Carolyn Kemp, Treasurer

Lessor: Vernco Trust

By: 
George C. Vernet III, Trustee

SECOND AMENDMENT TO EXISTING LEASE

This Second Amendment to Lease is entered into as of the 2nd day of September, 2008. Reference is hereby made to that certain Commercial Lease dated October 1, 1995, by and between Church Street Realty Trust, now Vernco Concord, LLC and having an address at 70 Washington Street, Suite 310, Salem, MA 01970 ("Lessor") and Artichoq, Inc., a Massachusetts corporation with a principal place of business at 53-55 Commonwealth Avenue, Concord, MA 01742, Carolyn Kemp and Eric Broege ("Lessee").

For and in consideration of the premises, covenants and agreements herein described, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree to further amend the terms of said Lease as follows:

1. **THE TERM.** The term of the lease shall be extended for additional five (5) years commencing on October 1, 2008 through September 30, 2013.
2. **THE RENT.** The parties hereto agree that the basic rent under the Lease during the period of the term as herein described, shall be as follows:

YEARS	ANNUAL RENT	MONTHLY RENT	AMOUNT PER SQ. FT.
1-3	\$25,200	\$2,100.00	\$24.00
4-5	\$26,250	\$2,187.50	\$25.00


3. **WATER & SEWER.** Lessee shall pay \$200 per year for water and sewer every January.
4. **REAL ESTATE TAXES.** Lessee shall be responsible for 24% of the municipal real estate taxes for 49-59 Commonwealth Avenue, Concord, MA.

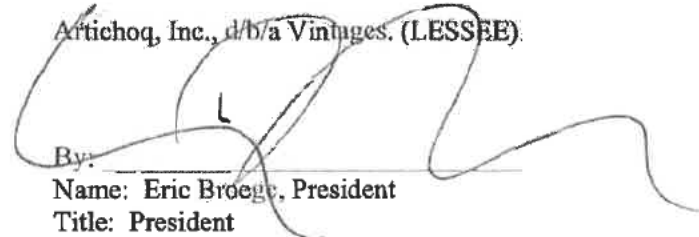
Other terms and conditions of existing lease are still in effect.

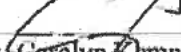
In witness whereof, the parties hereto have executed this agreement under seal this 4 th day of September 2008.

Vernco Concord, LLC (LESSOR)

Artichoq, Inc., d/b/a Vintages. (LESSEE)

By: 
Name: George C. Vernet, III
Title: Manager & Authorized Person

By: 
Name: Eric Broege, President
Title: President

By: 
Name: Carolyn Kemp
Title: Treasurer

THIRD AMENDMENT TO EXISTING LEASE

This Third Amendment to Lease is entered into as of the 20 day of May 2018. Reference is hereby made to that certain Commercial Lease dated October 1, 1995, by and between Church Street Realty Trust, now Vernco Concord, LLC and having an address at 70 Washington Street, Suite 310, Salem, MA 01970 ("Lessor") and Artichocq, Inc., a Massachusetts corporation with a principal place of business at 53-55 Commonwealth Avenue, Concord, MA 01742, Carolyn Kemp and Eric Broege ("Lessee").

For and in consideration of the premises, covenants and agreements herein described, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree to further amend the terms of said Lease as follows:

1. **THE TERM.** The term of the lease shall be extended for additional five (5) years commencing on October 1, 2018 through September 30, 2023.
2. **THE RENT.** The parties hereto agree that the basic rent under the Lease during the period of the term as herein described, shall be as follows:


YEARS	ANNUAL RENT	MONTHLY RENT	AMOUNT PER SQ. FT.
1-2	\$31,500	\$2,625	\$30
3-5	\$33,600	\$2,800	\$32

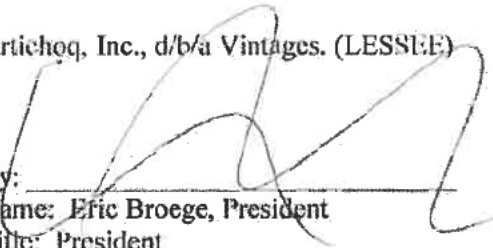
Other terms and conditions of existing lease and other amendments are still in effect.


In witness whereof, the parties hereto have executed this agreement under seal this 20 th day of May, 2018.

Vernco Concord, LLC (LESSOR)

Artichocq, Inc., d/b/a Vintages. (LESSEE)

By: 
Name: George C. Vernet, III
Title: Manager & Authorized Person

By: 
Name: Eric Broege, President
Title: President

By: 
Name: Carolyn Kemp
Title: Treasurer

GUARANTY

For valuable consideration, the undersigned (the "Guarantor"), in order to induce James Condon, Trustee of Church Street Realty Trust (the "Landlord") to consent to the assignment of a lease dated October 1, 1995, as amended by First Amendment to Lease dated August 4, 1998 (the "Lease") between the Landlord and Vintages of Concord, Inc. (the "Tenant") for certain premises at 53-55 Commonwealth Avenue, Concord, Massachusetts described in the Lease (the "Premises") by the Tenant to Artichoq, Inc. (the "Assignee"), hereby unconditionally guarantee to the Landlord, and its successors or assigns, the full and prompt payment of all rent and other charges due under the Lease by the Assignee to the Landlord (the "Lease Obligations"). This Guaranty will apply to the Lease, as the same may be amended from time to time, any extension or renewal of the Lease, and any holdover period following the term of the Lease, or any such extension or renewal.

The obligations of Guarantor under this Guaranty will not be affected by Landlord's receipt, application, or release of security given for the performance of the Assignee's obligations under the Lease, nor by any modification of the Lease, including, without limitation, the alteration, enlargement, or change of the Premises, except that in case of any such modification, the liability of the Guarantor will be deemed modified in accordance with the terms of any such modification.

Guarantor: (a) subordinates any liability or indebtedness of Assignee held by Guarantor to the obligations of Assignee to Landlord under the Lease; and (b) waives all suretyship defenses and defenses of like nature.

The Guarantor hereby waives all presentments, demands for performance notices of non-performance, protests, notices of dishonor, and notices of acceptances of this Guaranty. The Guarantor hereby waives any right or claim of right to cause a marshalling of the Assignee's assets. No delay on the part of the Landlord in the exercise of any right, power or privilege under the Lease with the Assignee or under this Guaranty shall operate as a waiver of any such privilege, power or right.

This Guaranty shall continue in full force and effect until the complete payment and performance of the Lease Obligations. This Guaranty may not be changed, modified, discharged, or terminated orally or in any manner other than agreement in writing signed by Guarantor and Landlord.

The Guarantor acknowledges that the Landlord has been induced by this Guaranty (among other things) to enter into the Lease with the Assignee heretofore described, and this Guaranty shall, without further reference of assignment, pass to, and may be relied upon and enforced by, any successor or assignee of the Landlord.

The Guarantor hereby consents to the jurisdiction of the courts of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of or in connection with this Guaranty. The Guarantor hereby expressly waives any and all objections it may have as to the venue in any such courts.

This Guaranty shall, for all purposes, be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts to the maximum extent that the parties hereto may so lawfully agree, irrespective of the place of execution.

EXECUTED as a sealed instrument as of the 26th day of January, ²⁰⁰⁰~~1999~~.

Catherine Burns

Witness

Carolyn Kemp

Carolyn Kemp

Catherine Burns

Witness

Eric Broege

Eric Broege

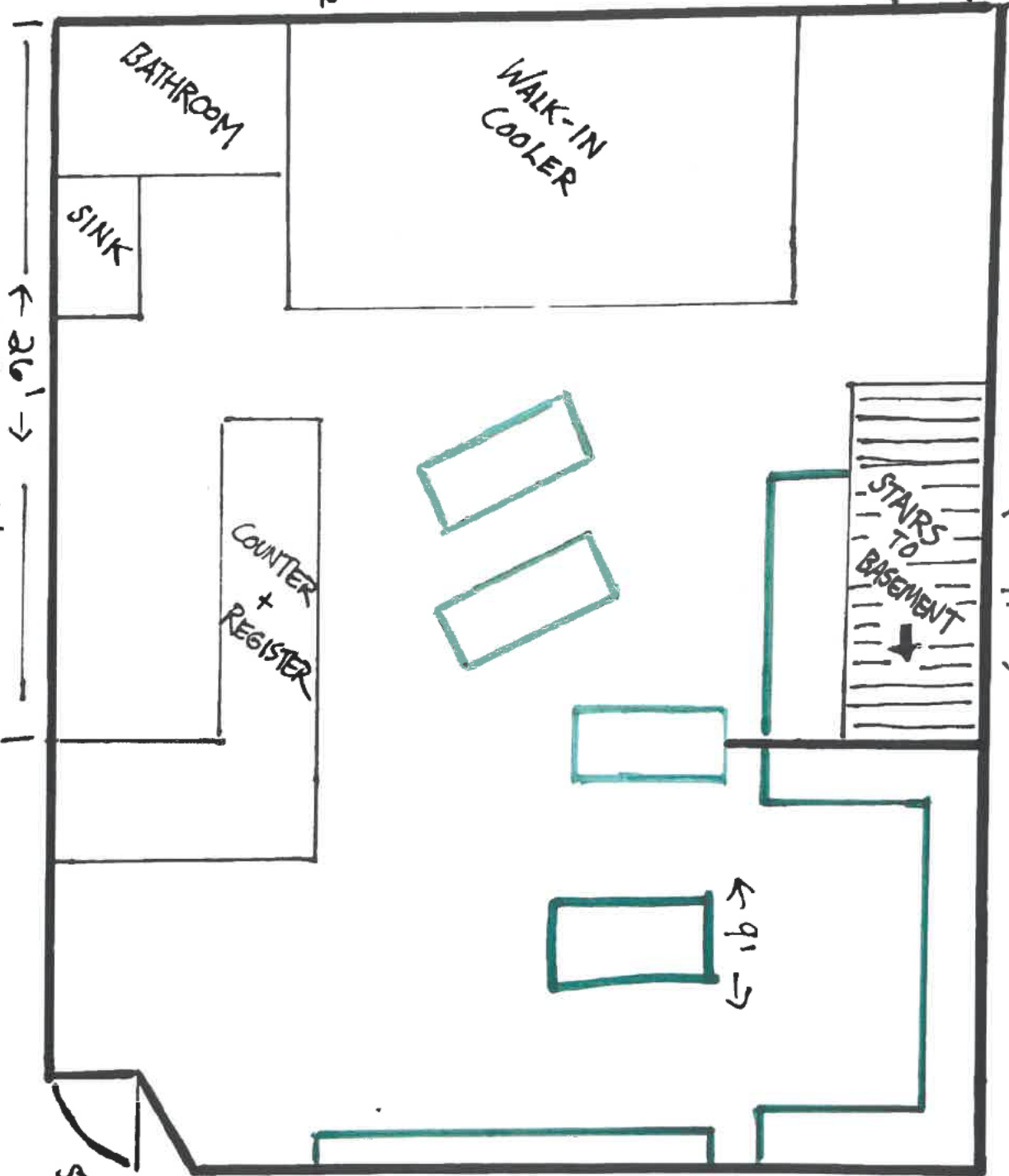
VINTAGES - 53 COMMONWEALTH AVE CONCORD, MA 01742

TOTAL
1050 sqft

PARKING
LOT ENTRANCE

30' →

- KEY**
- Permanent Structure
 - Semi-Permanent Fixed Structure



STREET
ENTRANCE



DOWNLOAD OUR APP



Login/Sign Up



SHOP IN-STORE
TUES-FRIDAY 11-6
SATURDAY 10-5

DELIVERY AVAILABLE
THURSDAY, FRIDAY
& SATURDAY

Winter wines to get cozy with!

click to shop

STAFF PICKS

Here are a few of our favorites on our shelves right now.

- | | | | | |
|---|--|--|--|---|
|

Everyday Piedmont
\$25.00
750 mL
Alessandria Verduno Pelaverga Speciale |

Organic
\$22.00
2021 750 mL
Brezza Langhe Chardonnay |

2018 In
\$40.00
Chateau Moulin De Tricot Haut Medoc Bordeaux France |

Organic
\$25.00
2021 750 mL
Brezza Langhe Freisa |

2017
\$17.99
La Tosa Terredellatosa Guttumio |
|---|--|--|--|---|

































Shop BEER



BEST SELLERS

 3.0  \$30.00 750 mL Evesham Wood Willamette Valley Pinot Noir	  5.0  Organic \$40.00 2020 750 mL Luclen Crochet Sancerre Loire Valley France	  0.0  \$125.00 Mousse Fils Moussé Fils Champagne 'Spécial Club' Brut Les Fortes	  0.0  \$80.00 750 mL Mousse Fils Moussé Fils Champagne Brut Rosé Effusion	  0.0  \$45.00 2018 750 mL Giuseppe Cortese Barbaresco
--	--	---	--	---

NEW ARRIVALS

 0.0  \$25.00 2021 750 mL Flor Ceretto Langhe Arneis Blange Organic Italy Piedmont	  0.0  \$85.00 750 mL Berta Amaro	  5.0  \$5.49 375 mL Isastegi Isastegi Sagardo Natu Cider	  0.0  \$35.00 2020 750 mL Bisson Marea Cinque Terre 2020	  0.0  \$25.00 Clos Du Mont Olivet Clos Du Mont Olivet Vieille Vignes Cotes du Rhone A O C
--	--	--	---	---





CURRENT SPECIALS

Shop Now



NEW ARRIVALS

Discover Now



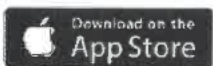
**Want first dibs on all our specials?
Subscribe to our newsletter!**

I would like to receive promotional text messages.


Messages and data rates may apply. Reply STOP to end.

Subscribe

Download Our App



Contact Us

 (978) 369-2545

 info@vintagesonline.com

 53 Commonwealth Avenue, Concord, MA 01742



Hours

Business Hours

Mon Closed
Tue - Fri 11:00 AM - 6:00 PM
Sat 10:00 AM - 5:00 PM
Sun Closed

Delivery Hours

Mon - Tue Closed
Wed - Fri 11:00 AM - 6:00 PM
Sat 10:00 AM - 5:00 PM
Sun Closed

Reviews

5 ★★★★★



C.T. McGaha
a year ago

In a word: incredible. Above and beyond service, excellent communication, and a stellar selection of low intervention wines — as well as some traditional classics. Plus, unbeatable prices! I ordered a local delivery for some friends and family in Concord, and Megan (unsure of the spelling; sorry if that's incorrect!) did an amazing job wrapping and presenting the wines—and delivered exactly when they said they would. A truly exceptional experience from start to finish.

Follow Us



...issues related to site development.

"In making this decision, the Task Force and the Select Board will need to consider potential uses for the site as well as potential risk, liability, timing, institutional controls, liens and other legal matters," said Ackerman.

Once constituted, the Task Force will make recommendations to the Select Board with a deadline yet to be determined. Ackerman expects that it's likely that Town Meeting will have a say as well. A discussion regarding the Task Force's charge is scheduled for the March 6 Select Board meeting.

To facilitate the planning process, the town has received a \$20,000 State EPA grant which will look at successful re-development of other superfund sites. At NMI/Starmet, as Kleiman and Boehm

nts, submitted online
addressed by the project
draft of the proposal,

actly what to eat
d feel your best.
and wellbeing will
ark desire, and help
ant in your life.

consultation

are • cutlery • mixers
and more!

**TOWN OF CONCORD
SELECT BOARD
LEGAL NOTICE**

Notice is hereby given that a Public Hearing will be held in the Select Board Meeting Room at 22 Monument Square, by the Concord Select Board, on February 27, 2023 at 6:00 PM upon the application for a Transfer of License (Transfer of Stock) and Change of Manager from Artichoq Incorporated, DBA Vintages, Adventures in Wine, located at 53-55 Commonwealth Avenue to Ms. Meghan K. Elwell.

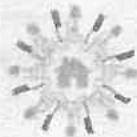
The meeting agenda and information will be posted at concordma.gov.

By order of the
CONCORD SELECT BOARD

Goods Plaza
Intersection 2A & 27
53-1955
Day 9:30 to 5:30
9:30 to 7:00

**Drive to
Goods**

Outfitters will be
when items, such
g cups/spoons,
mixing bowls and



for supp.com

**TOWN OF CONCORD
SELECT BOARD**

PUBLIC HEARING NOTICE

Notice is hereby given that a Public Hearing will be held at the Town House, 22 Monument Square, Concord, MA in the Select Board Meeting Room on the 2nd floor on Monday, February 27, 2023 at 6:30 PM to hear the application from Artichok Incorporated, DBA Vintages of Concord, at 53-55 Commonwealth Avenue for the Transfer of the License and Change of Manager. Questions regarding the application should be directed to Shannon McAndrew, Senior Administrative Assistant to the Select Board at smcandrew@concordma.gov or 978-318-3003.

By order of the
SELECT BOARD

Terri Ackerman, Clerk

7019 1120 0000 8401 9568

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee	\$ 4.15	\$4.15
Extra Services & Fees (check box, add fee as appropriate)		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.75	\$3.75
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00	\$2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	\$0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	\$0.00
Postage	\$.60	\$0.63
Total Postage and Fees	\$ 10.20	\$8.13

Sent To
 TOWN OF CONCORD
 Street and Apt. No., or PO Box No.
 PO BOX 535
 City, State, ZIP+4®
 CONCORD, MA 01742

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7017 0530 0000 5784 1064

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee	\$ 4.15	\$4.15
Extra Services & Fees (check box, add fee as appropriate)		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.75	\$3.75
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00	\$2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	\$0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	\$0.00
Postage	\$.60	\$0.63
Total Postage and Fees	\$ 10.20	\$8.13

Sent To
 JW BOYNTON & AE WINEMILLER
 Street and Apt. No., or PO Box No.
 PO BOX 1147
 City, State, ZIP+4®
 CONCORD, MA 01742

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 1120 0000 8401 9599

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Waltham, MA 02452

OFFICIAL USE

Certified Mail Fee	\$ 4.15	\$4.15
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$ 3.75	\$3.75
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00	\$2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	\$0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	\$0.00
Postage	\$.60	\$0.63
Total Postage and Fees	\$ 10.20	\$8.13

Sent To
 BESNILIAN BARKEV TR
 Street and Apt. No., or PO Box No.
 25 FOREST PARK DR
 City, State, ZIP+4®
 WALTHAM, MA 02452

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0003 2974 1876

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee	\$ 4.15	\$4.15
Extra Services & Fees (check box, add fee as appropriate)		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.75	\$3.75
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00	\$2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	\$0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	\$0.00
Postage	\$.60	\$0.63
Total Postage and Fees	\$ 10.20	\$8.13

Sent To
 Dorothy Ave Realty LLC
 Street and Apt. No., or PO Box No.
 72 Junction Sq Drive
 City, State, ZIP+4®
 Concord, MA 01742

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 1120 0000 8401 9575

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee	\$ 4.15	\$4.15
Extra Services & Fees (check box, add fee as appropriate)		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.75	\$3.75
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00	\$2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	\$0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	\$0.00
Postage	\$.60	\$0.63
Total Postage and Fees	\$ 10.20	\$8.13

Sent To
 JW BOYNTON & AE WINEMILLER
 Street and Apt. No., or PO Box No.
 PO BOX 1147
 City, State, ZIP+4®
 CONCORD, MA 01742

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instruction

7019 1120 0000 8401 9582

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee	\$ 4.15	\$4.15
Extra Services & Fees (check box, add fee as appropriate)		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.75	\$3.75
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00	\$2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	\$0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	\$0.00
Postage	\$.60	\$0.63
Total Postage and Fees	\$ 16.20	\$8.13

Sent To
 JW BOYNTON & AE WINEMILLER
 Street and Apt. No., or PO Box No.
 PO BOX 1147
 City, State, ZIP+4®
 CONCORD, MA 01742

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0003 2974 0220

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

Certified Mail Fee	\$4.15
Extra Services & Fees (check box, add fee as appropriate)	\$3.35
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$3.25
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.63
Total Postage and Fees	\$8.13

Sent To
 Street and Apt. No., or PO Box No. **SPRING J TYLER**
95 CONANT ST #412
 City, State, ZIP+4® **CONCORD, MA 01742**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0003 2974 0244

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

Certified Mail Fee	\$4.15
Extra Services & Fees (check box, add fee as appropriate)	\$3.35
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$3.25
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.63
Total Postage and Fees	\$8.13

Sent To
 Street and Apt. No., or PO Box No. **BENNETT EVELYN K**
47 COMMONWEALTH AVE
 City, State, ZIP+4® **CONCORD, MA 01742**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0003 2974 0268

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

Certified Mail Fee	\$4.15
Extra Services & Fees (check box, add fee as appropriate)	\$3.35
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$3.25
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.63
Total Postage and Fees	\$8.13

Sent To
 Street and Apt. No., or PO Box No. **T.A. Concord Dept. Nat'l P.O.s**
141 Keyes Rd
 City, State, ZIP+4® **Concord MA 01742**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0003 2974 0213

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

Certified Mail Fee	\$4.15
Extra Services & Fees (check box, add fee as appropriate)	\$3.35
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$3.25
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.63
Total Postage and Fees	\$8.13

Sent To
 Street and Apt. No., or PO Box No. **AY Fencerrada & Lat Yarza**
41 Commonwealth Ave
 City, State, ZIP+4® **Concord, MA 01742**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0003 2974 0237

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

Certified Mail Fee	\$4.15
Extra Services & Fees (check box, add fee as appropriate)	\$3.35
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$3.25
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.63
Total Postage and Fees	\$8.13

Sent To
 Street and Apt. No., or PO Box No. **REDLINE PARTNERS LLC**
C/O WESLEY A RUSH
122 UPLAND RD
 City, State, ZIP+4® **CONCORD, MA 01742**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0003 2974 0251

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

Certified Mail Fee	\$4.15
Extra Services & Fees (check box, add fee as appropriate)	\$3.35
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$3.25
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.63
Total Postage and Fees	\$8.13

Sent To
 Street and Apt. No., or PO Box No. **TOWN OF CONCORD**
22 MONUMENT SQ P.O. BOX 535
 City, State, ZIP+4® **CONCORD, MA 01742**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0003 2974 0299

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee	\$ 4.15	\$ 4.15
Extra Services & Fees (check box, add fee as appropriate)	\$ 3.35	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.35	
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	
<input type="checkbox"/> Adult Signature Required	\$ 0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	
Postage	\$.60	\$ 0.63
Total Postage and Fees	\$ 10.20	\$ 8.13

Sent To
 ACTTUNES HOLDINGS LLC
 Street and Apt. No., or PO Box No. 13801 VENTURA BLVD
 City, State, ZIP+4® SHERMAN OAKS, CA 91423 14

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7022 1670 0003 2974 0312

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee	\$ 4.15	\$ 4.15
Extra Services & Fees (check box, add fee as appropriate)	\$ 3.35	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.35	
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	
<input type="checkbox"/> Adult Signature Required	\$ 0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	
Postage	\$.60	\$ 0.63
Total Postage and Fees	\$ 10.20	\$ 8.13

Sent To
 RACHMAN TR WILLIAM A RACHMAN
 Street and Apt. No., or PO Box No. TR BRUCE A
 66 JUNCTION SQ DR
 City, State, ZIP+4® CONCORD, MA 01742 16

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7022 1670 0003 2975 4029

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Chelmsford, MA 01824

OFFICIAL USE

Certified Mail Fee	\$ 4.15	\$ 4.15
Extra Services & Fees (check box, add fee as appropriate)	\$ 3.35	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.35	
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	
<input type="checkbox"/> Adult Signature Required	\$ 0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	
Postage	\$.60	\$ 0.63
Total Postage and Fees	\$ 10.20	

Sent To
 STEINMANN REALTY LLC
 Street and Apt. No., or PO Box No. 115-A KRISTIN DRIVE EXTENSION
 City, State, ZIP+4® CHELMSFORD, MA 01824 18

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7022 1670 0003 2974 0282

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee	\$ 4.15	\$ 4.15
Extra Services & Fees (check box, add fee as appropriate)	\$ 3.35	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.35	
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	
<input type="checkbox"/> Adult Signature Required	\$ 0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	
Postage	\$.60	\$ 0.63
Total Postage and Fees	\$ 10.20	\$ 8.13

Sent To
 TOWN OF CONCORD 13
 Street and Apt. No., or PO Box No. PO BOX 535
 City, State, ZIP+4® CONCORD, MA 01742 13

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7022 1670 0003 2974 0305

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

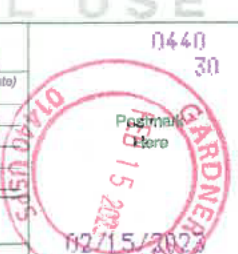
Concord, MA 01742

OFFICIAL USE

Certified Mail Fee	\$ 4.15	\$ 4.15
Extra Services & Fees (check box, add fee as appropriate)	\$ 3.35	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.35	
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	
<input type="checkbox"/> Adult Signature Required	\$ 0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	
Postage	\$.60	\$ 0.63
Total Postage and Fees	\$ 10.20	\$ 8.13

Sent To
 RONALD C. & MEGAN S. HOLSINGER
 Street and Apt. No., or PO Box No. 12 DERBY ST
 City, State, ZIP+4® CONCORD, MA 01742 15

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7022 1670 0003 2974 0329

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee	\$ 4.15	\$ 4.15
Extra Services & Fees (check box, add fee as appropriate)	\$ 3.35	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.35	
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	
<input type="checkbox"/> Adult Signature Required	\$ 0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	
Postage	\$.60	\$ 0.63
Total Postage and Fees	\$ 10.20	\$ 8.13

Sent To
 TOWN OF CONCORD
 Street and Apt. No., or PO Box No. 22 MONUMENT SQ P.O. BOX 535
 City, State, ZIP+4® CONCORD, MA 01742 17

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7022 1670 0003 2975 4043

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

Certified Mail Fee	\$ 4.15	
Extra Services & Fees (check box, add fee as appropriate)	\$ 7.75	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.25	
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	
<input type="checkbox"/> Adult Signature Required	\$ 0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	
Postage	\$.60 \$0.63	
Total Postage and Fees	\$ 10.20 \$8.13	
Sent To BRADFORD STREET LLC Street and Apt. No., or PO Box No. 33 BRADFORD ST STE 1ST City, State, ZIP+4® CONCORD, MA 01742 2W		

7022 1670 0003 2975 4067

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Salem, MA 01970

Certified Mail Fee	\$ 4.15	
Extra Services & Fees (check box, add fee as appropriate)	\$ 7.75	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.25	
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	
<input type="checkbox"/> Adult Signature Required	\$ 0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	
Postage	\$.60 \$0.63	
Total Postage and Fees	\$ 10.20 \$8.13	
Sent To Vernco Concord LLC Street and Apt. No., or PO Box No. 70 Washington St City, State, ZIP+4® Salem MA 01970 22		

7022 1670 0003 2975 4061

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Boston, MA 02284

Certified Mail Fee	\$ 4.15	
Extra Services & Fees (check box, add fee as appropriate)	\$ 7.75	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.25	
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	
<input type="checkbox"/> Adult Signature Required	\$ 0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	
Postage	\$.60 \$0.63	
Total Postage and Fees	\$ 10.20 \$8.13	
Sent To MBTA Street and Apt. No., or PO Box No. P.O. Box 845142 City, State, ZIP+4® Boston, MA 02284 24		

7022 1670 0003 2975 4036

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

Certified Mail Fee	\$ 4.15	
Extra Services & Fees (check box, add fee as appropriate)	\$ 7.75	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ 3.25	
<input type="checkbox"/> Return Receipt (electronic)	\$ 2.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	
<input type="checkbox"/> Adult Signature Required	\$ 0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	
Postage	\$.60 \$0.63	
Total Postage and Fees	\$ 10.20 \$8.13	
Sent To BRADFORD STREET LLC Street and Apt. No., or PO Box No. 33 BRADFORD ST City, State, ZIP+4® CONCORD, MA 01742 19		

7022 1670 0003 2975 4050

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Salem, MA 01970

Certified Mail Fee	\$ 4.15	
Extra Services & Fees (check box, add fee as appropriate)	\$ 7.75	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.25	
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	
<input type="checkbox"/> Adult Signature Required	\$ 0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	
Postage	\$.60 \$0.63	
Total Postage and Fees	\$ 10.20 \$8.13	
Sent To Vernet Street and Apt. No., or PO Box No. 70 Washington St City, State, ZIP+4® Salem, MA 01970 21		

7022 1670 0003 2975 4074

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

Certified Mail Fee	\$ 4.15	
Extra Services & Fees (check box, add fee as appropriate)	\$ 7.75	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.25	
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	
<input type="checkbox"/> Adult Signature Required	\$ 0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	
Postage	\$.60 \$0.63	
Total Postage and Fees	\$ 10.20 \$8.13	
Sent To Hubbard K.C. Village Drs Street and Apt. No., or PO Box No. 13 Church St City, State, ZIP+4® Concord, MA 01742 23		

7022 1670 0003 2975 4304

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee \$ **4.15** 15
 Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$ **3.25**
 Return Receipt (electronic) \$ **2.10**
 Certified Mail Restricted Delivery \$ **\$0.00**
 Adult Signature Required \$ **\$0.00**
 Adult Signature Restricted Delivery \$ **\$0.00**

Postage \$ **.60** \$0.63
 Total Postage and Fees \$ **10.20** \$8.13

Sent To **24 Commonwealth Ave Assoc. LLC**
 Street and Apt. No., or PO Box No.
1266 Monument St
 City, State, ZIP+4® **Concord MA 01742 26**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

GARDNER MA 01440
FEB 15 2023
 Postmark Here

7022 1670 0003 2975 4098

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Acton, MA 01720

OFFICIAL USE

Certified Mail Fee \$ **4.15** 15
 Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$ **3.25**
 Return Receipt (electronic) \$ **2.10**
 Certified Mail Restricted Delivery \$ **\$0.00**
 Adult Signature Required \$ **\$0.00**
 Adult Signature Restricted Delivery \$ **\$0.00**

Postage \$ **.60** \$0.63
 Total Postage and Fees \$ **10.20** \$8.13

Sent To **232527 COMMAV LLC**
 Street and Apt. No., or PO Box No.
100 Powder Mill Rd Ste 149
 City, State, ZIP+4® **Acton MA 01742 26**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

GARDNER MA 01440
FEB 15 2023
 Postmark Here

7022 1670 0003 2975 4135

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee \$ **4.15** 15
 Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$ **3.25**
 Return Receipt (electronic) \$ **2.10**
 Certified Mail Restricted Delivery \$ **\$0.00**
 Adult Signature Required \$ **\$0.00**
 Adult Signature Restricted Delivery \$ **\$0.00**

Postage \$ **.60** \$0.63
 Total Postage and Fees \$ **10.20** \$8.13

Sent To **24 Comm Ave Assoc. & J. Canty**
 Street and Apt. No., or PO Box No.
1266 Monument St
 City, State, ZIP+4® **Concord MA 01742 26**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

GARDNER MA 01440
FEB 15 2023
 Postmark Here

7022 1670 0003 2975 4128

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Salem, MA 01970

OFFICIAL USE

Certified Mail Fee \$ **4.15** 15
 Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$ **3.25**
 Return Receipt (electronic) \$ **2.10**
 Certified Mail Restricted Delivery \$ **\$0.00**
 Adult Signature Required \$ **\$0.00**
 Adult Signature Restricted Delivery \$ **\$0.00**

Postage \$ **.60** \$0.63
 Total Postage and Fees \$ **10.20** \$8.13

Sent To **Vernco Concord, LLC**
 Street and Apt. No., or PO Box No.
70 Washington St
 City, State, ZIP+4® **Salem MA 01970 27**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

GARDNER MA 01440
FEB 15 2023
 Postmark Here

7022 1670 0003 2975 4159

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Bedford, MA 01730

OFFICIAL USE

Certified Mail Fee \$ **4.15** 15
 Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$ **3.25**
 Return Receipt (electronic) \$ **2.10**
 Certified Mail Restricted Delivery \$ **\$0.00**
 Adult Signature Required \$ **\$0.00**
 Adult Signature Restricted Delivery \$ **\$0.00**

Postage \$ **.60** \$0.63
 Total Postage and Fees \$ **10.20** \$8.13

Sent To **45 - 81 Commonwealth Ave, LLC**
 Street and Apt. No., or PO Box No.
200 Grant Rd Ste 523
 City, State, ZIP+4® **Bedford MA 01730 30**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

GARDNER MA 01440
FEB 15 2023
 Postmark Here

7022 1670 0003 2975 4142

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee \$ **4.15** 15
 Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$ **3.25**
 Return Receipt (electronic) \$ **2.10**
 Certified Mail Restricted Delivery \$ **\$0.00**
 Adult Signature Required \$ **\$0.00**
 Adult Signature Restricted Delivery \$ **\$0.00**

Postage \$ **.60** \$0.63
 Total Postage and Fees \$ **10.20** \$8.13

Sent To **74 Commonwealth LLC do V. McNitt**
 Street and Apt. No., or PO Box No.
144 Sudbury Rd
 City, State, ZIP+4® **Concord, MA 01742 26**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

GARDNER MA 01440
FEB 15 2023
 Postmark Here

7022 1670 0003 2975 4366

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

Certified Mail Fee	\$ 4.15	\$4.15
Extra Services & Fees (check box, add fee as appropriate)		\$7.75
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.25	\$3.25
<input type="checkbox"/> Return Receipt (electronic)	\$ 2.00	\$2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ \$0.00	\$0.00
<input type="checkbox"/> Adult Signature Required	\$ \$0.00	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ \$0.00	\$0.00

Postage
 \$.60 \$0.63

Total Postage and Fees
 \$ 10.20 \$8.13

Sent To
 Triptych Realty LLC, J.F. Daw
 Street and Apt. No., or PO Box No.
 34 Junction Square Dr
 City, State, ZIP+4®
 Concord, MA 01742 32

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0003 2973 9446

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

Certified Mail Fee	\$ 4.15	\$4.15
Extra Services & Fees (check box, add fee as appropriate)		\$7.75
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.25	\$3.25
<input type="checkbox"/> Return Receipt (electronic)	\$ 2.00	\$2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ \$0.00	\$0.00
<input type="checkbox"/> Adult Signature Required	\$ \$0.00	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ \$0.00	\$0.00

Postage
 \$.60 \$0.63

Total Postage and Fees
 \$ 10.20 \$8.13

Sent To
 AHO LLC
 Street and Apt. No., or PO Box No.
 49 Junction Square Dr
 City, State, ZIP+4®
 Concord, MA 01742 34

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0003 2973 9460

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

Certified Mail Fee	\$ 4.15	\$4.15
Extra Services & Fees (check box, add fee as appropriate)		\$7.75
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.25	\$3.25
<input type="checkbox"/> Return Receipt (electronic)	\$ 2.00	\$2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ \$0.00	\$0.00
<input type="checkbox"/> Adult Signature Required	\$ \$0.00	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ \$0.00	\$0.00

Postage
 \$.60 \$0.63

Total Postage and Fees
 \$ 10.20 \$8.13

Sent To
 AHO LLC
 Street and Apt. No., or PO Box No.
 49 Junction Square Dr
 City, State, ZIP+4®
 Concord, MA 01742 35

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0003 2975 4336

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

Certified Mail Fee	\$ 4.15	\$4.15
Extra Services & Fees (check box, add fee as appropriate)		\$7.75
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.25	\$3.25
<input type="checkbox"/> Return Receipt (electronic)	\$ 2.00	\$2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ \$0.00	\$0.00
<input type="checkbox"/> Adult Signature Required	\$ \$0.00	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ \$0.00	\$0.00

Postage
 \$.60 \$0.63

Total Postage and Fees
 \$ 10.20 \$8.13

Sent To
 28 Junction Square LLC c/o. W. Jackson
 Street and Apt. No., or PO Box No.
 28 Junction Square Dr
 City, State, ZIP+4®
 Concord, MA 01742 31

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0000 9319 7766

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

Certified Mail Fee	\$ 4.15	\$4.15
Extra Services & Fees (check box, add fee as appropriate)		\$7.75
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.25	\$3.25
<input type="checkbox"/> Return Receipt (electronic)	\$ 2.00	\$2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ \$0.00	\$0.00
<input type="checkbox"/> Adult Signature Required	\$ \$0.00	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ \$0.00	\$0.00

Postage
 \$.60 \$0.63

Total Postage and Fees
 \$ 10.20 \$8.13

Sent To
 AHO LLC
 Street and Apt. No., or PO Box No.
 49 Junction Square Dr
 City, State, ZIP+4®
 Concord, MA 01742 33

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0003 2973 9456

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

Certified Mail Fee	\$ 4.15	\$4.15
Extra Services & Fees (check box, add fee as appropriate)		\$7.75
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.25	\$3.25
<input type="checkbox"/> Return Receipt (electronic)	\$ 2.00	\$2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ \$0.00	\$0.00
<input type="checkbox"/> Adult Signature Required	\$ \$0.00	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ \$0.00	\$0.00

Postage
 \$.60 \$0.63

Total Postage and Fees
 \$ 10.20 \$8.13

Sent To
 The Westford Group, Inc
 Street and Apt. No., or PO Box No.
 48 Junction Sq. Dr
 City, State, ZIP+4®
 Concord, MA 01742 37

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0003 2973 9484

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee	\$ 4.15 \$4.15
Extra Services & Fees (check box, add fee as appropriate)	\$ 3.25
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.25
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00

Postage \$.60 \$0.63

Total Postage and Fees \$ 10.20 \$8.13

Sent To **Wcs Realty LLC**
Street and Apt. No., or PO Box No. **101 Commonwealth Ave**
City, State, ZIP+4® **Concord, MA 01742** 38

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark: GARDNER MA FEB 15 2023 0440 30

7022 1670 0003 2973 9507

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee	\$ 4.15 \$4.15
Extra Services & Fees (check box, add fee as appropriate)	\$ 3.25
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.25
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00

Postage \$.66 \$0.63

Total Postage and Fees \$ 10.20 \$8.13

Sent To **Dorothy Ave Realty LLC**
Street and Apt. No., or PO Box No. **72 Junction Square Dr**
City, State, ZIP+4® **Concord, MA 01742** 40

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark: GARDNER MA FEB 15 2023 0440 30

7022 1670 0003 2974 0206

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee	\$ 4.15 \$4.15
Extra Services & Fees (check box, add fee as appropriate)	\$ 3.25
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.25
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00

Postage \$.60 \$0.63

Total Postage and Fees \$ 10.40 \$8.13

Sent To **DOROTHY AVE REALTY LLC**
Street and Apt. No., or PO Box No. **72 JUNCTION SQUARE DR**
City, State, ZIP+4® **CONCORD, MA 01742** 48

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark: GARDNER MA FEB 15 2023 0440 30

7022 1670 0003 2973 9477

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Acton, MA 01720

OFFICIAL USE

Certified Mail Fee	\$ 4.15 \$4.15
Extra Services & Fees (check box, add fee as appropriate)	\$ 3.25
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.25
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00

Postage \$.60 \$0.63

Total Postage and Fees \$ 10.20 \$8.13

Sent To **Lenox Management**
Street and Apt. No., or PO Box No. **1 Keefe Rd**
City, State, ZIP+4® **Acton, MA 01720** 37

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark: GARDNER MA FEB 15 2023 0440 30

7022 1670 0003 2973 9491

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Acton, MA 01720

OFFICIAL USE

Certified Mail Fee	\$ 4.15 \$4.15
Extra Services & Fees (check box, add fee as appropriate)	\$ 3.25
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.25
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00

Postage \$.60 \$0.63

Total Postage and Fees \$ 10.20 \$8.13

Sent To **Lenox Associates**
Street and Apt. No., or PO Box No. **1 Keefe Rd**
City, State, ZIP+4® **Acton MA 01720** 39

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark: GARDNER MA FEB 15 2023 0440 30

7022 1670 0003 2973 9514

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Acton, MA 01720

OFFICIAL USE

Certified Mail Fee	\$ 4.15 \$4.15
Extra Services & Fees (check box, add fee as appropriate)	\$ 3.25
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.25
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$ 2.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00

Postage \$.60 \$0.63

Total Postage and Fees \$ 10.20 \$8.13

Sent To **Lenox Associates LLC**
Street and Apt. No., or PO Box No. **1 Keefe Rd**
City, State, ZIP+4® **Acton MA 01820** 41

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark: GARDNER MA FEB 15 2023 0440 30

7022 1670 0003 2974 0022

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee	\$4.15	\$3.35
Extra Services & Fees (check box, add fees as appropriate)		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$3.35	
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$2.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$10.20	\$8.13

Sent To
 LIVINGSTON KIPP B
 Street and Apt. No., or PO Box No.
 39 WILSON RD
 City, State, ZIP+4®
 CONCORD, MA 01742 44

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7022 1670 0003 2974 0046

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Sudbury, MA 01776

OFFICIAL USE

Certified Mail Fee	\$4.15	\$3.35
Extra Services & Fees (check box, add fees as appropriate)		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$3.35	
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$2.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$10.40	\$8.13

Sent To
 CJS REALTY LLC
 Street and Apt. No., or PO Box No.
 21 WARREN ST
 City, State, ZIP+4®
 SUDBURY, MA 01776 40

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7022 1670 0003 2974 0060

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Maynard, MA 01754

OFFICIAL USE

Certified Mail Fee	\$4.15	\$3.35
Extra Services & Fees (check box, add fees as appropriate)		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$3.35	
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$2.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$10.20	\$8.13

Sent To
 LEXVEST 1260 MAIN LLC
 Street and Apt. No., or PO Box No.
 141 PARKER ST STE 305
 City, State, ZIP+4®
 MAYNARD, MA 01754 48

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7022 1670 0003 2974 0015

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Acton, MA 01720

OFFICIAL USE

Certified Mail Fee	\$4.15	\$3.35
Extra Services & Fees (check box, add fees as appropriate)		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$3.35	
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$2.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$10.20	\$8.13

Sent To
 LENOX ASSOCIATES LLC
 Street and Apt. No., or PO Box No.
 1 KEEFE RD
 City, State, ZIP+4®
 ACTON, MA 01720 43

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7022 1670 0003 2974 0039

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com.

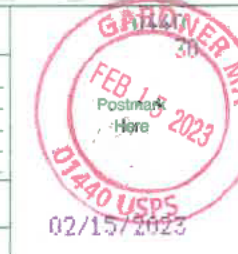
Acton, MA 01720

OFFICIAL USE

Certified Mail Fee	\$4.15	\$3.35
Extra Services & Fees (check box, add fees as appropriate)		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$3.35	
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$2.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$10.40	\$8.13

Sent To
 LENOX ASSOCIATES LLC
 Street and Apt. No., or PO Box No.
 1 KEEFE RD
 City, State, ZIP+4®
 ACTON, MA 01720 45

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7022 1670 0003 2974 0053

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee	\$4.15	\$3.35
Extra Services & Fees (check box, add fees as appropriate)		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$3.35	
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$2.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$10.20	\$8.13

Sent To
 WC 1238 MAIN LLC
 Street and Apt. No., or PO Box No.
 49 JUNCTION SQ DR
 City, State, ZIP+4®
 CONCORD, MA 01742 47

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7022 1670 0003 2974 0084

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee	\$4.15	
Extra Services & Fees (check box, add fee as appropriate)	\$3.35	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$3.25	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$8.13	
	\$10.20	

Sent To
 MINUTE MAN ARC FOR HUMAN SERVICES INC
 Street and Apt. No., or PO Box No.
 1269 MAIN ST
 City, State, ZIP+4®
 CONCORD, MA 01742 50

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0003 2974 0107

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee	\$4.15	
Extra Services & Fees (check box, add fee as appropriate)	\$3.35	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$3.25	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$8.13	
	\$10.20	

Sent To
 TOWN OF CONCORD
 Street and Apt. No., or PO Box No.
 PO BOX 535
 City, State, ZIP+4®
 CONCORD, MA 01742 52

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0003 2974 0121

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Concord, MA 01742

OFFICIAL USE

Certified Mail Fee	\$4.15	
Extra Services & Fees (check box, add fee as appropriate)	\$3.35	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$8.13	
	\$10.20	

Sent To
 RACHMAN WILLIAM M TRRACHMAN BRUCE A TR
 Street and Apt. No., or PO Box No.
 68 JUNCTION SQ
 City, State, ZIP+4®
 CONCORD, MA 01742 54

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0003 2974 0077

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Westford, MA 01886

OFFICIAL USE

Certified Mail Fee	\$4.15	
Extra Services & Fees (check box, add fee as appropriate)	\$3.35	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$3.25	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$8.13	
	\$10.20	

Sent To
 EMS PROPERTY HOLDINGS LLC
 Street and Apt. No., or PO Box No.
 4 FLETCHER RD
 City, State, ZIP+4®
 WESTFORD, MA 01886 49

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0003 2974 0091

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Belmont, MA 02478

OFFICIAL USE

Certified Mail Fee	\$4.15	
Extra Services & Fees (check box, add fee as appropriate)	\$3.35	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$3.25	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$8.13	
	\$10.20	

Sent To
 KLASSON KARL H & WOHN JAKOB COMACO TRU
 Street and Apt. No., or PO Box No.
 43 HILLSIDE TER
 City, State, ZIP+4®
 BELMONT, MA 02478 51

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 1670 0003 2974 0114

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Belmont, MA 02478

OFFICIAL USE

Certified Mail Fee	\$4.15	
Extra Services & Fees (check box, add fee as appropriate)	\$3.35	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$3.25	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$8.13	
	\$10.20	

Sent To
 KLASSON KARL H & WOHN JAKOB TRCOMACO T
 Street and Apt. No., or PO Box No.
 43 HILLSIDE TER
 City, State, ZIP+4®
 BELMONT, MA 02478 53

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



ARTICLE 4: Classifications

Ratify Personnel Board Classification Actions

Purpose of Article:

To determine whether the Town will vote to ratify the Personnel Board's actions to amend the Classification and Compensation Plan during the past year



ARTICLE 4: Classifications

Classification Action = Amendment to Plan which:

- Adds or deletes a job title
- Assigns a title to a salary range
- Reassigns a title from one salary range to another

Existence of title on Plan does **not** approve funding; funding is subject to limitations of approved General Fund & Enterprise Fund budgets



ARTICLE 4: Classifications

Classification Actions necessary when:

- Town Manager creates new position
- Duties of existing position change in significant manner
- Position title needs to be updated



ARTICLE 4: Classifications

Per Personnel Bylaw:

- Personnel Board assigns titles & salary ranges as needed
- Salary grade assignments based on Town's standardized system for grouping positions
- If the Personnel Board determines that a new or changed position requires an amendment to the Class & Comp Plan, the amendment is subject to ratification at next Town Meeting



ARTICLE 4: Classifications

Actions Subject to Ratification:

- 5 specified in the Article (taken by the Warrant deadline)
- Any additional actions taken before the conclusion of Town Meeting; to date, 2 new titles added due to reorganization
- All action taken before Town Meeting will be filed with the Town Clerk's Office



ARTICLE 4: Classifications

Actions maintain appropriate job titles and salary ranges in order to:

- attract & retain competent employees
- comply with pay equity laws



ARTICLE 4: Classifications

Ratify Personnel Board Classification Actions

Anticipated Motion:

That the Town take affirmative action on Article 4
as printed in the Warrant



ARTICLES 5 & 6: Class & Comp Plan

Articles 5 & 6:

- **Purpose:** To implement an updated Classification & Compensation Plan for **non-union, regular-status, Town** positions effective 7/1/23
- **Options:** The Warrant provides two possible paths:
 - #1 = Article 5: Adopt a **new** Plan
 - #2 = Article 6: Amend **existing** Plan
- **Intent:** The Personnel Board anticipates acting on 1 of these Articles; Article 6 is presented as a contingency plan if the new Class & Comp Plan is not adopted under Article 5



Presentation Outline:

- Concepts behind Articles 5 & 6
- Status of Classification & Compensation Study, critical to Article 5
- Path to Town Meeting, including when specific recommendations will be made



Clarification:

Not Covered by Article 5 or 6:

- How much \$ spent on salaries

Subject to Approval:

- Job Titles
- Groupings/Grades of Positions
- Salary Ranges



ARTICLES 5 & 6: Class & Comp Plan

Objective:

A new Classification & Compensation Plan that considers:

- External Competitiveness of salaries
- Internal equity
- Cost of living adjustments
- Comparability with salaries of unionized employees

As noted in Warrant: proposed Plan (Article 5) is still under review.

Request: continuance to March 27, 2023, at which time a recommendation is anticipated to be available.



Background:

2008: Classification & Compensation study conducted

2008–2022: Plan maintained with annual adjustments in salary ranges, periodic restructuring of grades, regular reclassification of positions

2020–2021: Governance transitions & pandemic constraints: Decision made to hold off on new study

2022 (August): Town secured GovHR to conduct an analysis of job duties & market data for non-union, regular-status benchmark positions



Components of Classification & Compensation Study:

1. Classification:

- Job Evaluation - Internal equity

2. Compensation:

- Salary Survey – External competitiveness, benchmarking of positions in comparable communities



1. Classification - Job Evaluation:

Establish Internal Equity (*how positions relate to each other*)

- Job evaluation considers the position, not the individual employee's qualifications or performance
- Information was gathered directly from employees & supervisors via questionnaires and individual interviews
- 185 positions reviewed using 9 job factors



2. Compensation - Salary Survey:

Consideration of External Competitiveness:

- Data collected from **comparable communities** via pay plan reviews and surveys
- Salary range proposals based on 85th percentile of market using benchmark positions



Current Circumstances:

- Employees have been presented with GovHR's proposed new Class & Comp Plan (titles, grades, and pay ranges)
- Reconsideration process initiated: Specific engagements between employees & GovHR, Town HR Department
- By 22 March, GovHR provides final recommendations on the 2023 Classification & Compensation Plan
- Personnel Board expects to present more details of Article 5 at next Public Hearing



ARTICLES 5 & 6: Class & Comp Plan

Next Steps:

- Personnel Board to decide whether to move forward with a proposal under Article 5, or Article 6

Note: implementation of new Class & Comp structure could move forward to Town Meeting, even if individual positions need continued evaluation (the Personnel Bylaw allows year-round amendments, as reflected in Article 4)



ARTICLE 5 & 6: Class & Comp Plan

Reminder:

- Town Meeting action on Article 5 or 6 will establish salary ranges (min - max), not actual salary increases
- Actual salary increases are set by the Town Manager & Personnel Board based on the approved budget



More Information:

- Web page: www/concordma.gov/PersonnelBoard
- Finance Committee Report will be posted on the Town Meeting webpage and will include more information on the proposed new Classification and Compensation plan
- Request to continue Public Hearing to March 27, 2023



ARTICLES 5 & 6: Class & Comp Plan

Recommendation:

- That the Select Board continue the Public Hearing of Articles 5 & 6 to March 27, 2023



Back Up Slides

2/27/2023



1. Classification - Job Evaluation

Factors used to establish Internal Equity, via grouping positions into 17 grades:

1. Education – Required Preparation and Training
2. Work Experience – Years of Experience Needed to Perform Job
3. Decision Making and Independent Judgment
4. Responsibility for Policy Development
5. Planning of Work
6. Contact with Others
7. Work of Others (Supervision Exercised)
8. Working Conditions
9. Use of Technology/Specialized Equipment



2. Compensation Survey

- Establishment of comparable communities
 - The following eight criteria were used:
 - Population
 - Per Capita Income
 - Equalized Assessed Value Per Capita
 - Total Assessed Value
 - Tax Levy
 - Total Budget
 - State Aid
 - Proximity to Concord



Comparable Communities

- Acton
- Andover
- Bedford
- Belmont
- Burlington
- Chelmsford
- Dedham
- Hopkinton
- Lexington
- Lynnfield
- Needham
- Reading
- Sudbury
- Wakefield
- Wayland
- Wellesley
- Westford
- Weston
- Westwood
- Winchester
- Municipal Light Plant
 - Danvers
 - Groton
 - Hingham
 - Ipswich
 - Marblehead
 - Mansfield
 - Shrewsbury
- Water
 - Lincoln
 - Littleton

Town of Concord DEI Commission

This Commission exists to ensure everyone who lives in Concord, works in Concord, attends school in Concord, or visits Concord for whatever reason is welcomed, valued, respected, and heard.

Citizen Petition: DEI Director

ARTICLE 10

To determine whether the Town will urge the Select Board to ask the Town Manager to expedite the hiring of a full time Director of Diversity, Equity, and Inclusion as requested by the DEI Commission, or take any other action relative therto

Current State

- Discrimination and bias are a reality in Concord
 - The DEI Commission, League of Women Voters, COAR, and other groups receive persistent and numerous complaints from members of the Concord community about incidents of overt or implicit bias
 - These incidents have occurred in the town's public spaces, in our schools, and in our businesses
- Town government and the Concord community have taken initial steps to address discrimination and bias in town
 - Launched DEI Commission
 - LWV DEI Education Series and COAR Community Screening Series
 - DEI Survey fielded
 - Community Coffee with Concord Police Department held
 - DEI assessments conducted in several town departments
 - DEI consultant hired to begin study process March 2023
- However, ongoing Community engagement and best practice research show that significant work is still to be done for Concord to significantly improve the DEI climate in town
 - DEI roadmap with specific milestones and timelines
 - Full Time DEI Director
 - Incident Tracking and Resolution system
 - Consistent periodic DEI survey and analysis
 - Workforce diversity plan and implementation
 - Consistent cultural events focused on DEI
 - Transparent engagement with the public about town DEI goals, progress, and remediation

The Select Board has set DEI as a goal

Select Board 2022-2023 Goals

C. Diversity, Equity, Inclusion, and Belonging

Work with the DEI Commission to research and implement diversity, equity, and inclusion best practices in town governance. Listen to diverse voices in the community and assess which additional DEI actions the Select Board should take. [L] [SEP]

The need is clear

Concord has been gifted with increasing diversity in its citizens, students, workers, and visitors

Town government must lead with systems, processes, and programs to accelerate and optimize this gift

The work can be complex and requires more than committed citizen volunteers to achieve results

We Can Learn From Others

20 towns in Massachusetts (including Acton, Amherst, Arlington, Brookline, and Lexington) have full-time DEI Directors on staff

Larger communities having additional support staff in the DEI Office.

The Town of Belmont is actively looking to hire a DEI Director.

SOURCE: Town of Acton DEI Director Study Conducted by Umass BostonCollins Center

ARTICLE 10

ROLE of DEI Director

Full Time Senior Management position, with responsibility for implementing the Town's diversity, equity and inclusion objectives, initiatives and programs.

Works in conjunction with the Town's DEI Commission in the establishment and implementation of goals and policies that work to increase understanding, cooperation, dialog and inclusion among residents, employees, business owners, and visitors to Concord of diverse cultural, religious, socio-economic, racial /ethnic backgrounds, and other social identities. Serves as a resource for Town boards, committees, employees, and residents.

DEI Director Example Duties

- Serves as a leader who integrates and drives town-wide DEI results.
- Serves as staff liaison to the Town's DEI Commission, providing administrative and management support, as needed, to assure that the preparations and follow-up for the Commission meetings and initiatives are handled thoroughly and professionally.
- Works with the DEI Commission to establish annual goals, and prepares periodic reports measuring the achievement of these goals. Prepares periodic updates of the Commission's progress and challenges in a format suitable for reporting to the Select Board.
- Suggests town-wide events or activities that foster cultural awareness and increase diverse participation on government boards and committees.
- In conjunction with HR Director, develops a Diversity Hiring Policy for the Town. Reviews job descriptions and job notices for compliance with the Hiring Policy.
- Partners with department heads to review internal operations through a DEI lens. Oversees the development of recommended amendments to policies and procedures using this lens.
- Develops, implements, and maintains incident reporting system.
- Leads and/or coordinates investigations, mediations, resolutions and reporting around DEI incidents.
- In conjunction with the Town Manager, responsible for developing DEI training programs for Town employees, and board/committee members.
- In conjunction with the DEI Commission, facilitates discussions and education forums for Concord residents and employees about issues of diversity, equity, and inclusion.
- Develops strategies and tools to assess the current racial climate in Concord and to measure progress.
- Identifies ways to promote awareness, engagement, and community building around diverse experiences and to create a more inclusive, welcoming community.
- Serves as liaison with the School DEI Director to ensure effective communication and coordination of efforts.
- Serves as liaison with the Town's Council on Aging Board and Disability Commission, to assure that their issues are considered when establishing and implementing DEI policies and programs.

The Time is Now

- Support the expedited hiring of a DEI Director at Town Meeting
- Task the consultant already hired by the town to assist the DEI Commission to determine goals, scope of work and needs of community as well including work of other communities
- Support and hold forums this year to get broad community input

Article 22

Municipal In-Town Solar Generation Task Force

Article 22 will be moved as printed in the Warrant

Why Are We Here – Again?

- 20MW of Solar By 2030 – Climate Action Plan
 - 7.5MW was created by 2017
 - None since that time
- 2022 Article 38 urged CMLP to develop a plan
- Little to no progress on a roadmap to 20MW

Is Local Solar Important?

- 2022 Town Meeting answered this question

YES!

- The 'buy local' mantra extends to energy
- All renewables intrude on the natural world

We should accept our share of this burden

Align Our Energy with Our Values

CMLP is contracting here



Brookfield, MA

But not building here



Main St Parking Lot

Align Our Energy with Our Values

We are changing mountaintops

But not our rooftops



Spruce Mtn - Woodstock, ME



Public Works, Keyes Rd

Our Neighbors are Finding a Way

Acton Boxboro HS



Wayland HS



Lincoln Sudbury HS



Carlisle Public School

New Approach

- Limited Duration Task Force
- 5 Members
 - *CMLP Director, CAAB liaison, 3 citizen appointees*
- Climate Action Advisory Board (CAAB)
 - *Oversight, periodic reporting*

Plan Elements

- Inventory Public Land Opportunities
- Refine financial modeling
- Address local grid vulnerabilities
- Develop Partnership process
 - *Unlock oppty's on Baker Ave, Emerson Hospital, etc.*
- Balance community priorities
 - *Conservation, Agriculture, Historical Character*

Benefits from Local Solar

- Local renewable energy serves demand peak
 - Transmission and capacity savings
 - Benefits are enhanced by battery storage
- Long term, known costs. No surprises.
- Reduced stress on wider New England grid

What Will This Mean?

- 20MW goal equals ~ 14% of power portfolio
 - Currently at 6% of power portfolio (7.5MWs)
- Numerous municipal sites available
- CMS not ready until 2025
- Get started now

Article 22

Municipal In-Town Solar Generation Task Force

Article 22 as printed in the Warrant

ARTICLE 23. Adopting the Specialized Stretch Energy Code

To determine whether the Town will vote to adopt the Department of Energy Resources (DOER) Municipal Opt-in Specialized Stretch Code of 2023 (225 CMR 22.00 and 225 CMR 23.00) as the building code applicable for new construction of residential, commercial and mixed-use structures, effective January 1, 2024, or take any other action relative thereto.

Background

ARTICLE 23: Specialized Stretch Code

- Concord adopted the Stretch Energy code in 2010 which requires higher energy efficiency than the base building code
- In 2022 MA Department of Energy Resources (DOER) revised and strengthened Stretch Code significantly to support MA climate goals
- Updated Stretch Code is automatic, the opt-in Specialized provisions on next slide are what is being voted on
- Stretch code update improves efficiency for both residential and commercial structures, and allows all-electric or mixed-fuels (fossil-fuel) options with higher efficiency required for mixed-fuels
 - Requires lower HERS ratings (Home Energy Rating Score) than current code, also heat recovery ventilation and EV charging

Specialized provisions

- Opt-in provisions (“Specialized Stretch Code”) - additional requirements:
 - New buildings wired for electrification ready if they use mixed-fuels for residential, commercial and multi-family
 - Zero energy option for mixed-fuels using solar PV or other renewables
 - Passive House design or Zero energy option (on-site solar) required for Multi-family >12,000 sq ft
- Detailed comparison provided in hand-out

Further Info

- Voted at 2022 Annual Town Meetings to require new buildings to be fossil-free, via home-rule petition
- Voted at January Special Town Meeting to join the 10 community pilot for fossil-free construction
 - If approved, the mixed-fuel scenarios won't be relevant, so Specialized Stretch code would be identical to Stretch code in nearly all cases

ARTICLE 23. Adopting the Specialized Stretch Energy Code

To determine whether the Town will vote to adopt the Department of Energy Resources (DOER) Municipal Opt-in Specialized Stretch Code of 2023 (225 CMR 22.00 and 225 CMR 23.00) as the building code applicable for new construction of residential, commercial and mixed-use structures, effective January 1, 2024, or take any other action relative thereto.

**2023 Annual Town Meeting
Select Board Public Hearing
February 27, 2023**

ARTICLE 32. Demolition Review General Bylaw

Demolition Review Bylaw – Section 3.4

If a building is found to Historically Significant and possibly Preferably Preserved, and following public notice as set forth below in section 3.7, the CHC shall hold a public hearing within **sixty (60) ~~forty five (45)~~** days of the submission date.....

Demolition Review Bylaw – Section 3.6

Should the CHC fail to make any determination concerning preferable preservation within **sixty (60) ~~forty five (45)~~** days of the submission date of a Demolition Review Application, the Building Commissioner may grant a demolition permit for the subject building or structure

Questions ???

ARTICLE 36: Update Noise Bylaw

That the Concord "Construction Noise Bylaw" shall be renamed Concord "Noise Bylaw" and Section 1 shall be replaced as follows:

Section 1. Noise

It shall be unlawful for any person or persons to create, assist in creating, continue or allow to continue any loud noise which either annoys, disturbs, injures or endangers the reasonable quiet, comfort, repose or the health and safety of others within the Town prior to 7:00 am and after 8:00 pm on weekdays, prior to 9:00 am and after 5:00 pm on Saturdays and anytime on Sundays and the following holidays: New Year's, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

The Select Board may issue a special permit for any activity otherwise forbidden by the provisions of this bylaw or may amend this bylaw, including but not limited to exemptions or enforcement.

ARTICLE 36: Update Noise Bylaw

Situation

- The current Noise Bylaw is focused on Construction Noise only
 - No limitations or prohibitions on any other noise
- Construction noise allowed at certain hours on ANY day in the week incl. weekends
- No “quiet” day in Concord

Proposal

- Establish a general Noise Bylaw
- Establish Sunday and major Holidays as “quiet days”
- Mirror rules from surrounding towns

ARTICLE 36: Update Noise Bylaw

	Existing Bylaw	Proposed Bylaw
Purpose	Construction noise only	General noise
Noise definition	any excessive, unnecessary or unusually loud noise which either annoys, disturbs, injures or endangers the reasonable quiet, comfort, repose or the health and safety of others within the Town	same
Weekdays	noise allowed 7am to 8pm	same
Weekend	noise allowed Saturdays: 7am to 8pm and Sundays: 8am to 6pm	noise allowed Saturdays: 9am to 5pm; Sundays & major Holidays: prohibited
Exemptions	Emergency work, work for public safety, and activities authorized by police for public safety	same
Others	-	Select Board authorized to issue permits and amend bylaw e.g. for exemptions and enforcement.

ARTICLE 36: Update Noise Bylaw

That the Concord "Construction Noise Bylaw" shall be renamed Concord "Noise Bylaw" and Section 1 shall be replaced as follows:

Section 1. Noise

It shall be unlawful for any person or persons to create, assist in creating, continue or allow to continue any loud noise which either annoys, disturbs, injures or endangers the reasonable quiet, comfort, repose or the health and safety of others within the Town prior to 7:00 am and after 8:00 pm on weekdays, prior to 9:00 am and after 5:00 pm on Saturdays and anytime on Sundays and the following holidays: New Year's, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

The Select Board may issue a special permit for any activity otherwise forbidden by the provisions of this bylaw or may amend this bylaw, including but not limited to exemptions or enforcement.

ARTICLE 37: Prohibition of gas-powered leaf blowers

That the following Section be added to the Concord Noise Bylaw:

Section [X].Landscaping Equipment

The use of gas-powered hand-held leaf blowers is only allowed in the periods of March 15 to May 31 and September 15 to December 30 and is prohibited all other times.

Effective March 15, 2025, the use of gas-powered hand-held leaf blowers by commercial landscapers shall be prohibited.

Effective March 15, 2026, the use of gas-powered hand-held leaf blowers by residents on their own property shall be prohibited.

ARTICLE 37: Prohibition of gas-powered leaf blowers

- Gas-powered handheld leaf blowers produce noise up to 95dB
 - Factor 1,000 higher acoustic pressure than electric leaf blowers (30dB difference)
- 2-stroke engines are the most inefficient
 - Combust only 70% of gas, high emittance of unburnt hydrocarbons
- Significant health impact on workers
- Bans established in 100+ towns and one state

Proposal

- Limit use initially to spring and fall
- Phase-out gas-powered handheld leaf blowers over time
- Mirror rules from surrounding towns

ARTICLE 37: Prohibition of gas-powered leaf blowers

That the following Section be added to the Concord Noise Bylaw:

Section [X].Landscaping Equipment

The use of gas-powered hand-held leaf blowers is only allowed in the periods of March 15 to May 31 and September 15 to December 30 and is prohibited all other times.

Effective March 15, 2025, the use of gas-powered hand-held leaf blowers by commercial landscapers shall be prohibited.

Effective March 15, 2026, the use of gas-powered hand-held leaf blowers by residents on their own property shall be prohibited.

**Annual Town Meeting Warrant Articles
April 30, 2023**

Article Number	Article Name	Sponsor	Recommendation
1	Choose Town Officers	Select Board	
2	Hear Reports	Select Board	
3	Meeting Procedure	Finance Committee	
4	Ratify Personnel Board Classification Actions	Personnel Board	
5	New Classification & Compensation Plan for Regular-Status Positions	Personnel Board	
6	Amended Classification & Compensation Plan for Regular-Status Positions	Personnel Board	
7	Use of Free Cash	Finance Committee	
8	FY23 Budget Line Item Adjustments	Finance Director	
9	FY24 Town Budget	Town Manager	
10	Citizen Petition: DEI Director	Tanya B. Gailus	
11	Capital Improvement & Debt Plan	Town Manager	
12	OPEB Trust Fund Appropriation	Finance Director	
13	OPEB Trust Fund Expense	Finance Director	
14	Appropriation of Opioid Settlement Funds Received from the State Settlement Fund	Finance Director	
15	Minuteman Regional Technical High School District Budget	Minuteman Regional School Committee	
16	Concord-Carlisle Regional High School Budget	CCRHS School Committee	
17	Concord Public Schools Budget	CPS School Committee	
18	Concord Public Schools Capital Budget	CPS School Committee	
19	Concord Public Schools Capital Projects – Fields & Landscaping	CPS School Committee	
20	Appropriation to Middle School Stabilization Fund	Finance Committee	
21	Light Plan Solar Expansion – Middle School	Town Manager or Light Board	
22	Citizen Petition: Municipal In-Town Solar Generation Task Force	Dean Banfield	
23	Adopt Specialized Stretch Energy Code	Climate Action Advisory Board	

24	Light Plant Expenditures & Payment in Lieu of Taxes	Town Manager	
25	Appropriation for 250 th Anniversary Celebration	Select Board	
26	Community Preservation Committee Appropriation Recommendations	Community Preservation Committee	
27	Community Preservation Act – Rescind and Reappropriate Funds	Community Preservation Committee	
28	Community Preservation Committee Appropriation Recommendations – Concord Municipal Affordable Housing Trust	Community Preservation Committee	
29	Transfer of Housing Funds	Select Board	
30	162 Plainfield Road Easement	Town Manager	
31	Beede Swim & Fitness Center Enterprise Fund Expenditures	Town Manager	
32	Demolition Review General Bylaw	Historical Commission	
33	Zoning Bylaw Amendment – Restaurant – Prohibited Uses – Parking	Planning Board	
34	Zoning Bylaw Amendment – Mobile Food Establishments	Planning Board	
35	Zoning Bylaw Amendment – Combined Business/Residence	Planning Board	
36	Citizen Petition: Update Concord Noise Bylaw	Sven Weber	
37	Citizen Petition: Prohibition of Gas-Powered Leaf Blowers	Sven Weber	
38	Solid Waste Disposal Fund Expenditures	Town Manager	
39	Sewer System Expenditures	Town Manager	
40	Sewer Improvement Fund Expenditures	Town Manager	
41	Water System Expenditures	Town Manager	
42	Authorize Expenditure from PEG Access & Cable-Related Fund	Town Manager	
43	Annual Appropriation of Parking Meter Receipts	Town Manager	
44	Authorize Expenditure of Revolving Funds Under Mass. Gen. Laws c. 44 § 53E½	Town Manager	
45	Unpaid Bills	Finance Director	
46	Debt Rescission	Finance Director	

Correspondence

Date:

1. 2/11/2023
2. 2/11/2023
3. 2/11/2023
4. 2/11/2023
5. 2/13/2023
6. 2/13/2023
7. 2/22/2023
8. 2/23/2023
9. 2/24/2023
10. 2/24/2023
11. 2/24/2023

From:

Cory Ferguson
Adrienne Principe
Michael and Linda Karman
Daniel Schrager
Alex Ruhmann
Boleslaw Wyslouch
Ellen Quackenbush, et al.
Victoria Klimkiewicz
Mark and Tanya Gailus
Victoria Wyslouch
Diversity, Equity, and Inclusion Commission

Subject:

Emergency Family Shelter
Emergency Family Shelter
Emergency Family Shelter
Hanscom Field Development
Emergency Family Shelter
Emergency Family Shelter
Patriots Day Parade
Emergency Family Shelter
Hanscom Field Development
Emergency Family Shelter
Emergency Family Shelter

Shannon McAndrew

From: Cory Ferguson <ferguson.cory@gmail.com>
Sent: Saturday, February 11, 2023 1:38 PM
To: Simon.Cataldo@mahouse.gov; kyle.stapleton@mahouse.gov; Shannon McAndrew; finance mail; concordschoolcommittee@concordps.org
Subject: Best Western shelter

You don't often get email from ferguson.cory@gmail.com. [Learn why this is important](#)

Good afternoon,

As a resident of 76 Coburn Hill Road in Concord, I am writing to express concern over the haste of the BW shelter and lack of communication to Concord residents, particularly those adjacent to the site. It sounds like the State has already made the decision that this will happen at the BW. However, myself and other residents really have a lack of understanding of all facets of this initiative. For example, is BW intended to be a permanent shelter for the foreseeable future or is it truly temporary? How equipped is the provider of the shelter to meet the needs of those living there and what is their track record? There are many other questions which other neighborhood members have already voiced to the committee so I will not repeat here but I do think several weeks out from the move-in, it is appropriate to be talking about at the Town Meeting. I understand it's not prioritized as an agenda topic which is a bit of a shock to me given the scale and potential impact.

Lastly, I am hearing rumors that the BW owner is looking to establish a playing field near his hotel with an end means of somehow capturing some of the farm land (that is not actively farmed or conservation land) nearby to potentially develop later on. I'm not sure the truth in the matter but I did want to raise as a separate concern.

Thanks,
Cory Ferguson

Shannon McAndrew

From: Adrienne Principe <adrienne.principe@gmail.com>
Sent: Saturday, February 11, 2023 11:04 PM
To: Simon.Cataldo@mahouse.gov
Cc: kyle.stapleton@mahouse.gov; finance mail; Shannon McAndrew
Subject: Best Western

You don't often get email from adrienne.principe@gmail.com. [Learn why this is important](#)

We are writing to express our sincere concerns about the State's plans to convert Concord's Best Western into an emergency shelter. We find the nearly complete lack of transparency by the State unsettling and deceptive, and the Best Western's decision to enter into such an agreement unacceptable and in violation of town ordinances.

While we understand the urgent need for housing the homeless, this location may prove very difficult for the people housed there, exacerbating the already nearly insurmountable problems people in this situation already face. The motel is located on a busy highway, in a neighbor with very little supporting infrastructure. It is quite a distance from grocery stores, public transportation and other services in Concord Center. For children, there is nowhere on the premises for play, and none nearby, with a very dangerous highway out front.

Additionally, how are several hundred people going to be fed? Will everyone housed have their own transportation? Will the services vendor be providing it? How are they going to access medical services? Will they be attending Concord schools? 105 rooms may be housing several hundred children. Is there room for them in town schools, or transportation to get them there? Will the State be providing the Town assistance to deal with all the extra costs? **Will the motel, which is benefiting financially from this transaction, pay an appropriate amount of taxes earmarked specifically to cover the cost associated with caring for and educating the 100+ children staying there? Carlisle pays \$5,000 per student to attend CCHS. Is the motel paying that?**

How about security? Concord is not a small town with a small police force. Hundreds of people, who are already dealing with myriad problems, cooped up in hotel rooms isolated from basic services, could be a recipe for even more problems. Will the services provider have sufficient staff and resources on site to deal with problems that will arise? How much staff?

We have been made aware of a town ordinance that prohibits extended stays (more than 31 days) in hotels. The ordinance is in place for a reason, as supported by the consequences questioned here, and we expect the select board to upload the ordinance. Extended living in a hotel is not feasible.

So far, this proposal seems hasty and poorly thought out, and likely to create serious problems for those staying there and for the Town of Concord. We challenge and encourage the state to find an alternative solution that is better suited for this situation. We are happy to support more appropriate accommodations, and are ready to donate food and clothing.

Thank you for the work you're doing,

Adrienne Principe
Nashoba Road

February 11, 2023

To: DHCD & Town of Concord

From: Concerned Resident & Taxpayer

We have owned our home in Concord, Mass for the past 31 years and the Best Western is located practically in our back yard. It has come to our attention on January 23, 2023 that the DHCD is renting the Concord Best Western Motel to provide "Temporary Housing" for displaced homeless families.

After further inquiry, the current administration under Governor Maura Healey has secured funding for this initiative and the conversion of numerous other hotels and motels into homeless shelters. Many repurposed hotels and motels in Massachusetts are now housing undocumented immigrants from South America. In addition, they were presented as short-term housing which turned into seemingly permanent housing. In our opinion, this was not the original purpose of the "Right to Shelter" law.

Whether the Best Western is being used for migrants or traditional homeless families, the Massachusetts "right to shelter" law only applies if there are no alternatives. The law has two potential applications: subsidizing families that are at risk of being evicted from their current dwelling and becoming homeless or providing housing, usually by repurposing a hotel or motel, to qualifying families that are actively homeless. In the case of the latter, the law does not give families a choice of location, even if they were originally from Concord. I strongly suspect there are alternative locations in Massachusetts that have a cheaper cost of living, allowing low-income families to accumulate more savings and help them get back on their feet.

The Best Western Motel lacks the surrounding infrastructure to accommodate a large influx of people and is a decision that should have been made on a local level. In all the years that our family has lived in Massachusetts, I have never experienced such a contortion of the law and opaqueness of governance.

Sincerely,

Michael & Linda Karman

Michael P Karman
Linda S Karman
Concord, MA

Shannon McAndrew

From: Alexandra Ruhmann <alexandra.ruhmann@mac.com>
Sent: Monday, February 13, 2023 7:31 AM
To: concordschoolcommittee@concordps.org; Simon.Cataldo@mahouse.gov; kyle.stapleton@mahouse.gov; Shannon McAndrew; finance mail
Subject: Emergency Shelter in Concord

You don't often get email from alexandra.ruhmann@mac.com. [Learn why this is important](#)

I'm writing to express my concerns about the State's plans to convert the Best Western in Concord into an emergency shelter. I was very surprised that our small town was presented this information as a "done deal" with no visible effort to determine whether or not the town is able to support such an endeavor. I have also been surprised at the very rosy description of what the shelter will entail.

I understand that there is a housing crisis in MA. I understand that is the law for the state to shelter anyone that is homeless. I feel for those in this desperate situation. I would hope that those people that are sheltered have access to job counseling, public transportation, affordable food and clothing and permanent educational opportunities—none of which a hotel/shelter on the side of a highway, with no easy access to any necessary services, can provide.

I would like to have the following questions addressed:

—As any sheltered children are required to be educated, who will pay for additional teachers? Academic resources? Transportation? Counseling? I would hate for the state to reimburse the town at a lesser rate than our union has negotiated on all of these fronts.

—As Concord has no public transportation, how will the residents of this shelter get around? Will the town be expected to fund transportation? Who will determine routes, stops in town, etc? Who will pay for transportation?

—As Concord has not previously encountered an influx of individuals and families in crisis, I do not believe we have the immediate resources needed for food assistance, mental health support, language support, medical support and other necessary services. Do we have these services? If not, who will pay for these services?

—With an influx of families and individuals in crisis is our police department large enough and trained in new issues that might arise in our community. Who will pay for increased staffing?

—Are there any examples of this kind of hotel/shelter being successful? A quick google search indicates that even the state knows this kind of shelter is not good for the people it houses, or the communities that they are sheltered in, leading me to believe that the answer is no.

—What kind of staffing will be supporting the families and individuals at this shelter? Saying that there is a service provider gives no real information, and is another example of the vague language being used by the state and town to communicate what is actually happening.

There does not seem to have been any consideration for those being housed or the resources the community has. At best, it seems the only factor considered by the state was a hotel owner that wants money, money for a hotel that have had minimal, if any improvements made in years.

I look forward to an open and candid discussion regarding the proposed shelter and to receiving detailed answers to the above questions.

Best,
Alex Ruhmann
10 Wood Street

Sent from my iPad

Shannon McAndrew

From: Boleslaw Wyslouch <wyslouch@mit.edu>
Sent: Monday, February 13, 2023 11:02 AM
To: Simon.Cataldo@mahouse.gov; kyle.stapleton@mahouse.gov; Shannon McAndrew; finance mail; concordschoolcommittee@concordps.org
Subject: Concern about the Emergency Shelter in Best Western

You don't often get email from wyslouch@mit.edu. [Learn why this is important](#)

Dear Town and State Leaders,

I want to express my concern about the plans for the Best Western Hotel in Concord to be used as an emergency shelter. I understand that the Commonwealth is in big need to find shelter space. What I question is the particularly unfortunate location of the hotel. The hotel is on a transportation island, surrounded by a jam-packed highway, a river, and farmland. There are no public transportation, shops, laundromat, pharmacy, or services other than a small gas station and two restaurants. The shelter is supposed to cater to families with children. But there are no facilities for the children to play, no playground. The only way to get to such facilities is to walk for about 30 minutes(!) along the Elm and Main streets to Crosby's or Emerson playground.

It seems evident that the Town and the State will have to quickly develop solutions to these needs. I would like to hear any plans for how many practical issues will be addressed by the parties setting up the shelter. You must communicate these details to us. If there are no reasonable and functional plans, then I do not see how this initiative can go. We do not want to create another crisis.

Last but not least, my worry is what to expect regarding the interaction between people at the shelter and the residents of Concord. There will be demands on several public services, schools, and police departments, with a significant need for additional financial and workforce resources. Is the Town prepared for this, and how is this going to be communicated to the residents?

In addition to the immediate needs and worries, I also would like to understand the plans of the State, the Town, and the BW hotel owner. How long do we expect the shelter to continue with this program?

In summary, I think the State is taking a huge risk by setting up a shelter for very needy people with little or no infrastructure and delegating the responsibility to the Town of Concord and its residents. I strongly encourage the Town leadership to take decisive action in negotiating the terms and, in particular, the shelter plans beyond the already agreed contract (beyond June 2023)

Best Regards,

Boleslaw Wyslouch
10 Nimrod Dr
Concord, MA 01742

February 11, 2023

Mr. Alexander Stryisky, MEPA Office
100 Cambridge Street, Suite 900
Boston, MA 02114

RE: North Airfield Hangar Development Proposal

Dear Mr. Stryisky:

I am writing in strong opposition to the proposed 49 acre North Airfield hangar development proposed by Runway Realty Ventures, LLC and North Airfield Ventures, LLC in their January 23, 2003 ENF.

The premise of this project is that it will result in a net benefit to the environment by limiting the number of ferry flights required by aircraft due to insufficient space currently available at Hanscom Field.

The proponent has provided no evidence that this primary premise of their rationale for development is valid.

As a long time user of Hanscom Field and a long time Massport business tenant, I find this premise to be totally inaccurate. Over the 35 years I've worked at and flown out of Hanscom, I've seen the growth of corporate jet operations at the airport, however the expansion of the three FBO's over that same time has largely kept pace with the hangar requirements for based aircraft.

I assert that much of the increase in turbine traffic using the airport is flown by fractional operators such as NetJets, Flexjets, Planesense, Wheels Up, etc. The business model of these operations precludes them from flying excessive ferry flights as the aircraft only make money for the operators when they are flying.

The fractional operators drop their passengers and leave Hanscom to pick up their next passengers as efficiently as possible. If they need to be hangared at Hanscom, that costs the operators lots of money. It's analogous to a taxi waiting for a rider rather than picking up the next fare and generating more revenue.

One can posit that these proposed hangars rather than decreasing ferry flights, will instead encourage more operators to base at Hanscom. The cost of this enticement in environmental terms is massive and in direct contradiction to Massport's own Master Plan of 1978. It also goes directly counter to Massport's commitment to have zero greenhouse gas impacts by 2031; a commitment the proponent even cites in their ENF.

To make matters even worse, this development is designed to attract category 4 large aircraft. These aircraft have a far greater carbon footprint and are incompatible with the type of aircraft Hanscom generally serves.

The environmental impacts of this development are an additional blight upon this largely suburban to rural environment. Not only will this development add parking for 240 cars, it will pave over 39 acres of land that's currently woodlands and wildlife habitats. While the proponent

makes a case that they will be LEED gold certified, install solar panels and plan for stormwater runoff, it is impossible to make a case that paving 39 acres will improve flooding risks for an area already at high risk of urban flooding. The impacts upon a largely wooded suburban environment are tremendously negative.

As you should also be aware, Atlantic Aviation, one of the FBO's on the field is in the midst of a large hangar building development at the Pine Hill hangar site. That new hangar space will already increase the amount of hangaring for based aircraft in keeping with the demand.

In summary, the primary premise used by the proponent as the rationale for building these hangars; ie. It will decrease the amount of flights has absolutely no basis in the data. Aircraft don't generally drop their passengers and fly off to Logan to wait for their passengers to ask them to come pick them up. Rather, with three large national FBO's on the field, they will either get temporary hangaring space or tie down on the ramp. Since fractional operators run so many of the turbine flights in and out of Hanscom, the need for them to hangar is limited.

If this \$112,000,000 hangar, taxiway expansion is allowed to proceed, it would be tone deaf to the stated goals of Massport, the governor's office and the national messaging regarding climate change.

If an occasional operator needs to hangar an aircraft for several days, Massport has an ideal solution already as the Worcester airport, also run by Massport, is highly underutilized and it could use the business. It should also be noted that a plane departing Hanscom on a ferry flight for that purpose would be light and quiet and would climb quickly with a minimal impact on the environment. It's difficult to fathom a rationale that favors paving over 39 acres, destroys natural watershed and habitat to prevent that occasional flight.

No, this project will greatly damage the Hanscom area as it will attract new traffic. On behalf of my neighborhood, the other users of Hanscom and the greater good, please do not permit this project to proceed.

Sincerely,

Daniel L. Schragger
24 Mallard Dr., Concord, MA 01742

cc: Concord Select Board, Matthew Johnson, chair
Erin Stevens, Transportation and Mobility Planner, Concord
Office of Governor Maura Healy
Marcia Rasmussen, Director DPLM
HATS, Linda Escobedo, Concord liaison

Wednesday, February 22, 2023
To the Concord Select Board,

The Patriots Day Parade is a much beloved Concord tradition in which we honor those who have fought for freedom and a better way of life. We are all proud that “Minutemen” and marching bands from around the country participate in our celebration. The parade is a wonderful, joyous time for people from Concord and neighboring communities.

As Concord approaches its 250th celebration, we believe that it is especially important to draw parallels between the brave patriots of 1775 and those in today’s world. Democracy is a constant task, not something installed unchanging in 1775. Democracy is the work of yesterday, today, and tomorrow. Concord should look forward, not just backwards, in its 250th celebration.

Therefore, allowing the Concord for Ukraine Organization to march in the parade seems entirely within the goals of the parade and speaks to our town’s ongoing commitment to support the democratic patriots fighting to protect democracy in their home country. A proclamation to this effect was forwarded by Henry Dane and accepted by the SB on May 1st, 2022.

This proclamation read “Recognizing the Suffering and Heroism of the Ukrainian People, and the Struggle for Liberty and Independence: Patriots Day 2022.”

There are many parallels between 1775 and the war in Ukraine today:

- In 1775, the Patriots were fighting to gain their freedom and a sovereign state.
- Today, Ukrainians are fighting to retain their freedom and their sovereign nation.

- In 1775, everyday people—farmers, shopkeepers, doctors—joined the fight.
- Today, Ukrainian men and women from every walk of life are fighting for their country.

- In 1775, Patriots fought a major military power, fortified by Hessian mercenaries.
- Today, Ukrainians are fighting Russia, fortified by mercenaries employed by the Wagner Group.

We believe that the parade attendees will appreciate the reminder that the spirit of 1775 is alive in Ukraine and will be pleased by the addition of Concord for Ukraine to the Patriots Day Parade.

We respectfully request that the Select Board ask the Concord’s Public Ceremonies and Celebrations Committee to include The Concord for Ukraine organization in the 2023 Patriots Day parade.

Signed,

Ellen Quackenbush/206 Prairie St/Concord
And other members of Concord for Ukraine:

Heather Bout
Lola Chaisson
Kate Kavanaugh
Ihor Kowal
Irena Kowal
Ned Perry

Diane Proctor
Stephanie Reid
Janet Rothrock
Phillipe Villars
Tania Vitvitsky

CC:

Susan Spinale McCrory, Chair, Concord PCCC
Jennifer Lord Paluzzi, Editor, The Concord Bridge

Shannon McAndrew

From: Victoria Klimkiewicz <klimkiewiczv@gmail.com>
Sent: Thursday, February 23, 2023 11:03 PM
To: Shannon McAndrew
Cc: Cataldo, Simon - Rep. (HOU); Stapleton, Kyle (HOU); Terri Ackerman; Kerry Lafleur; Linda Escobedo; Matthew Johnson
Subject: Emergency Family Shelter

Dear Board of Select

I am very disappointed not seeing the Family Emergency Shelter on the agenda for Monday's meeting. With the doors set to open in less than a week I notice no planned actions or commitments from the town have been communicated to any of the individuals who spoke out during the public comment, and I have not seen any additional information on the FAQ. During the last meeting, the Board and Rep Cataldo stated that additional meetings with DHCD, MOC and site visits to Devens were going to happen however no additional information has been shared. I have been listening into other town committee meetings and noticed little to no mention of the Family Emergency Shelter has been mentioned. What is the town going to do to support the families and address our concerns?

We all felt that these questions would at least be addressed during this upcoming meeting on the 27th.

- When was the last time the FAQ was updated?
- Status of building Code review by an architect- what were the findings? Can you share the reviewed documents with the public? Is another committee looking at them? What is the max capacity of the hotel?
- Will any improvements be done to the hotel to help accommodate families?
- What did the DHCD say were the "minimum standards of habitation" per your request? Meals? Laundry? Transportation (to medical facilities, laundry, grocery, playgrounds, library) ?
- Have you held meetings with MOC to see what services they will be provided and what services will the town provide?
- In the budget set forth for 2024 there looks to be no additional resources budgeted for the potential needs of the new Family shelter occupants. Why? (<https://concordma.gov/DocumentCenter/View/41018/2024-Budget-Book>)
- Have public safety measures been looked at for potential increase in pedestrians crossing Rt- 2? What were the results? What are the actioned items?
- Have you seen the details of the contract between BW / MOC / DHCD – can you confirm who the lessee is on the agreement? If MOC is getting a grant from the state do we know how much is it for and how much will be going towards helping families vs internal operations?
- Has town counsel been engaged in reviewing operating contracts?
- Which elementary school will the students be attending? We heard in the school finance committee that Dr. Hunter still didn't have much information, but we know additional resources at the schools will be needed. Why has nothing been put in the budget?
- Has the state committed any funds to the town as of today?

Regards,

Victoria Klimkiewicz
Nimrod Dr. Concord, MA

Shannon McAndrew

From: Mark Gailus <mark_gailus@yahoo.com>
Sent: Friday, February 24, 2023 9:26 AM
To: Matthew Johnson; Terri Ackerman; Linda Escobedo; Henry Dane; Mary Hartman; Kerry Lafleur; Shannon McAndrew; Donna McIntosh
Cc: Erin Stevens; Marcia Rasmussen; Sen. Mike Barrett; carmine.gentile@mahouse.gov; Cataldo Simon - Rep. (HOU); tbartevyan@yahoo.com
Subject: RE: Future of North Airfield at Hanscom -- Please include this in 2/27/2023 SB Meeting Packet

You don't often get email from mark_gailus@yahoo.com. [Learn why this is important](#)

Dear Concord Select Board members,

Please be sure to include this letter in the Meeting Materials Packet for your February 27, 2023 meeting.

We urge you, by all possible means, to oppose this environmentally disastrous proposed expansion of super-polluting luxury private jet infrastructure and operation at Hanscom Field.

Whatever future may be imagined for this part of Hanscom, the first step must be to stop the current proposal. It is contrary to our stated Town and State of Massachusetts goals of reducing carbon emissions and protecting the health of our environment.

Our region's finite resources should be put to much better use and one with wide public benefit.

In addition, please do everything possible to encourage the expeditious open investigation of the entire history of the current totally unacceptable proposal, as well as the publication of all Concord public records related to meetings or communications with any relation to the North Airfield proposal, whether these involve the private proponent entities and their partners and consultants, the staff, officials, or board of MassPORT or the FAA, or any other relevant records, in the time period of 2018 to the present date.

With so much at stake, the public deserves to know all the facts.

Thank you in advance for your consideration and action in these matters.

Sincerely,

Mark and Tanya Gailus
62 Prescott Road
Concord, MA 01742

Shannon McAndrew

From: Victoria Wyslouch <vwyslouch@gmail.com>
Sent: Friday, February 24, 2023 10:28 AM
To: Shannon McAndrew
Subject: Re: Agenda question

Dear Shannon,

Thank you for the clarification!

Please include the following letter in the packet for Monday's meeting.

Have a nice weekend!
Victoria

Dear Town Select Board,
February 24, 2023

I am writing to express my deep disappointment and concern regarding the lack of attention given to the questions about the homeless family shelter that were raised two weeks ago. At the last Select Board meeting, several concerned residents, including myself, asked important questions about the current state of the shelter and what steps are being taken by the town to make sure the facility is operational at the proper level. However, I was disappointed to see that the discussion about these issues and the answers to these questions were not included on the agenda for Monday's meeting.

As you are aware, homelessness is a complex issue that requires ongoing attention and effort from all members of our community given the unfortunate location and isolation of BW. It is crucial that the town works diligently on making sure the services and proper conditions are available to those who rely on it including the neighborhood next to BW.

The questions that we raised two weeks ago were not irrelevant; they addressed critical issues such as the availability of resources, the quality of the facility and the company that runs it, the safety issues of people living in the shelter and in the neighborhood next to it.

By ignoring these questions, it sends the message to the community that the town select board is not willing to engage with the public or take responsibilities for ensuring that the shelter is meeting the needs of our homeless families.

I urge you to reconsider your agenda for the upcoming and future meetings and ensure that questions and concerns raised by the public are addressed in a timely and respectful manner. I'm including in my letter the questions raised by my neighbor Victoria Klimkiewicz two weeks ago and I expect answers to those questions.

- "• How much will the DHCD pay for the "temporary" period March – June? Will this cover all operating expenses of BW?
 - What resources will the town be responsible to provide versus the state?
 - Is this truly "temporary" or potentially permanent? What is the current zoning for the area suggested? Will the location zoning be grandfathered?
 - With PapaRazzi set to close, is the Town considering alternative uses for the sites?
 - How much funding do we have available in our budget to support this influx of aid?
 - What counseling and medical services will be available to people and individuals facing distress? Who will fund it? How will individuals get there?
 - Safety measures for crossing Rt 2?
 - What measures will/have been agreed on the volume of program participants to a manageable level?
 - What security measures will be adopted to ensure the safety of residents and people staying in the facility?
 - Who is responsible to implement and supervise sound management/supervision over the program?
 - Will communication be provided to residents if "temporary" housing is provided to a registered offender?
 - Will children be attending local public schools? What funds have the schools allocated for the influx of potential "temporary" school enrollment? How will this affect current class size and teacher contracted student loads? Will there be a need for additional ESL/or special education teachers, or additional counselors?
 - What additional public works measures will be put in place for the influx of resistance.
 - Has any study been done on impact to the neighborhood and the Concord community?"

Sincerely,
Victoria Wyslouch
10 Nimrod Dr., Concord, MA 01742

Town of Concord
Diversity, Equity, and Inclusion (DEI) Commission
dei@concordma.gov

February 24, 2023

To the Concord Community,

The purpose of the DEI Commission is to increase cooperation, understanding, and dialog among residents of diverse cultural, religious, socio-economic, racial, and ethnic backgrounds, and to promote inclusion throughout the town. We aim to create a more inclusive, welcoming community.

We, the members of the Diversity, Equity, and Inclusion Commission would like to extend our care and support for the initiative to provide emergency shelter in Concord for unhoused families. We encourage residents to learn how we can collaborate with town entities, providers, the Commonwealth, and community organizations to make this a safe transition for families and all involved.

We hope that as questions arise about Concord's role to provide emergency housing and shelter, residents unite to extend our support to help those in need, while exemplifying our values.

Thank you.

Town of Concord DEI Commission

Rose Cratsley, Co-Chair
Josh Lee, Co-Chair
Andrea Foncerrada
Kirsten Haggerty
Robert Munro
Ji Orloff
Joseph Palumbo
Ha Richmond
Jimi Two Feathers

Cc: Concord Select Board