

**TOWN OF CONCORD
SELECT BOARD
AGENDA
FEBRUARY 22, 2021
4:00 PM
VIDEO CONFERENCE CALL**

Join Zoom Meeting

<https://us02web.zoom.us/j/84092395810?pwd=TnMyWmprWHBlA21CczdQM0EvWVVFZz09>

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#	Agenda Item
1.	Call to Order
2.	Consent Agenda <ul style="list-style-type: none"> - Town Accountant Warrants – February 18, 2021 - Minutes to approve: January 4, 2021; January 11, 2021 - Gift Acceptance: Concord-Carlisle Youth Baseball donation of backstop padding worth approximately \$2,500.00 for Rideout Field
3.	Town Manager’s Report
4.	Chair’s Remarks
5.	Update on 911 Regional Dispatch Center
6.	FY20 Audit Review
7.	George Washington Dugan Plaque on Concord Civil War Monument
8.	Review of Public-Private Partnership Agreements
9.	Regional Housing Services Office Q2 Report
10.	Review Junction Village Christopher Heights Open Space Task Force Charge
11.	Discussion of Emerson Annex Unit #5
12.	Town Meeting Preparation Working Group
13.	Town Manager Compensation Adjustment
14.	Committee Nominations: Carlene Hempel of 50 Highland Street to the Junction Village Christopher Heights Open Space Task Force for a term to expire June 30, 2021. Peter Fischelis of 35 Longfellow Road to the Middle School Building Committee for a term to expire at the completion of the project
15.	Committee Liaison Reports
16.	Miscellaneous Correspondence
17.	Public Comments
18.	Adjourn

1817C

Maroon
Outdoor Vinyl

PLEASE CHECK:

- product dimensions
- material type
- material color
- artwork details
- ink pantones
- vent type
- quantities
- correct words/spelling
- proof version

NOTE: printed colors may not be exact; please provide **pantones** for specific colors.

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backstop
folding
2" foam



Text: 1ft 9in tall

37154

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03/16/2020
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Erik Turgeon

CONTACT NAME

eturgeon@ondecksports.com

CONTACT #

PO1083322

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**Town of Concord
Select Board
January 4, 2021
Minutes**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting via video conference call on January 4, 2021 at 4:00pm.

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

Call to Order

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

Roll call vote

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

Consent Agenda

- Gift Acceptance
 - Eric Green and Carmin Reiss \$25,000 to the Affordable Housing Trust Fund
 - Mr. & Mrs. John J. Langan \$800 to the Council on Aging

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

Roll call vote

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

Town Manager's Report

Town Manager Stephen Crane reported that the structure for the first responders' vaccination clinic is nearly complete. Mr. Crane responded to inquiries the Town has received regarding vaccinations, noting that the Massachusetts Department of Public Health determines the [vaccination order](#), and the Town cannot accelerate or change priority populations. Mr. Crane stated that the goal is to not stop administering vaccinations at this site until everyone in each of [the three phases](#) has been vaccinated.

The Planning Board voted to approve the subdivision plan at 1440-1450 Main Street subject to 55 conditions. The plan reserves 3 lots of affordable housing and 2 lots of open space. The Town has 3 years to decide whether to purchase any of the 5 lots for fair market value. A copy of the

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plan was included in the [meeting materials](#).

The third-party customer service vendor for CMLP is scheduled to go live on January 7th. Customers will be notified about the new reporting system through their next bill, as well as through news and notices, and social media.

The process of developing the Town Manager's Budget and Capital Plan is underway. Given the uncertainty surrounding state aid and local receipts, the impact of the pandemic will extend into FY22, and the Town will continue the conservative approach taken in the revised FY21 Budget.

The Town's social services Holiday Program saw record numbers this year, with 79 families and 165 children receiving gift cards donated by residents. The silent fund helped 109 families and 186 total individuals with cash gifts. Mr. Crane thanked residents for their generosity, noting its impact on people's lives during the holiday season.

Affordable Housing Funds Update

Liz Rust of the Concord Housing Development Corporation explained that the CHDC put in a Community Preservation Committee funding request for \$500,000.00 to support the buydown and conversion of market rate homes to affordable units, and to extend the affordability. Ms. Rust noted that they may not get the full \$500,000.00 from CPC, and in that case would expect to come to Town Meeting with a warrant article requesting additional funding to develop and maintain affordable housing.

Legal Services Budget Discussion – Town Counsel

Town Counsel Mina Makarious reported on the work that has required use of the legal services budget. Anderson & Kreiger's legal spending as Town Counsel on matters other than the Estabrook matter totaled just over \$54,000 between July 1 and November 30, 2020. Town Counsel noted that another approximately \$26,000 expended in December 2020 has not yet been billed. These numbers are in line, and as of early December, were slightly below the typical rate expended at this point in the fiscal year. This period included the unusually late annual town meeting, as well as additional advice regarding COVID-related issues, which were tracked separately since the beginning of the pandemic so it's possible that they may be reimbursed by federal or state funding. Additional issues have included the review of the Junction Village TIF Agreement, a settlement regarding the Concord Library litigation, advising the Planning Board on proposed subdivisions, and a large number of public records requests and associated appeals.

2020 CARES Act COVID-19 Expenses

Mr. Crane reported that the Town received \$1,600,000 in funding through the CARES Act. The

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CARES Act initially gave municipalities a deadline of December 31, 2020 to allocate the funding provided, before extending the deadline to December 31, 2021 in the final days of the year. The Town already had allocated all of the funding by the end of 2020. Mr. Crane noted that there will be labor costs associated with pandemic response that continue into 2021, and the funding may be reallocated to other areas as needed. The complete list of how the funding was allocated is included on [page 34 of the meeting materials.](#)

Letter of Support for S.2995. An Act Creating a Next Generation Roadmap for MA Climate Policy

Ms. Escobedo explained that the state legislative session closes tomorrow, and the Select Board received a request from Senator Mike Barrett's Office requesting support for [S. 2995 An Act Creating a Next Generation Roadmap for MA Climate Policy](#). Sustainability Director Kate Hanley reported that the senate voted 38-2 to support this bill, and it will go to Governor Baker for his signature. There is concern that he may veto the bill as it is written. Select Board members voiced their support for the bill.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to submit a letter to Governor Baker in support of S. 2995 An Act Creating a Next Generation Roadmap for MA Climate Policy.

Roll call vote

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

Town Manager's FY'20 Evaluation

Ms. Escobedo explained that the individual Select Board evaluations were submitted anonymously, and then compiled into one form. Mr. Crane also submitted a self-assessment as part of the evaluation process. Ms. Escobedo noted the difficulty of the transition period that included an IT breach and the COVID-19 Pandemic within the first months of Mr. Crane's arrival.

Select Board members expressed concern that the comments in the evaluation were outdated since they were written in August and September 2020, and it could be helpful to incorporate comments and feedback that reflect the last several months. Ms. Escobedo noted that this is the one-year evaluation and feedback for the last few months will be incorporated into next year's evaluation. The Select Board agreed that they would continue this discussion at the next meeting. Ms. Escobedo invited public comment.

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Brooks Reed of Estabrook Road stated concern that the interest in public comment from the Select Board was disingenuous because the Town Manager's evaluation was not added to the agenda until the day of the meeting.

Mark Gailus of 62 Prescott Road stated that if a document is to be discussed at a meeting, the public would benefit from access to that document in real time.

Diane Proctor of 57 Sudbury Road stated that it would be useful to have access to the evaluation document so that the public could provide feedback.

Pamela Dritt of 13 Concord Greene requested a copy of the evaluation form.

Tanya Gailus of 62 Prescott Road stated that she wasn't sure if it was against open meeting law for the Select Board Chair to be compiling comments on the evaluation and distributing a summary, as opposed to a summary prepared by a third-party.

Committee Nominations

There were no committee nominations.

Committee Liaison Reports

There were no committee liaison reports at this meeting.

Miscellaneous Correspondence

The Select Board received correspondence related to Bruce Freeman Rail Trail Advisory Committee's potential request to a revision of their charge to include the Reformatory Trail.

There was also correspondence questioning whether there were other examples of a Town engaging in litigation against citizens.

Public Comments

Diane Proctor of 57 Sudbury Road stated that the League of Women Voters will hold a candidate debate three weeks ahead of the Town Election on March 7, 2021 over Zoom.

Adjourn

Upon a motion duly made and seconded, it was UNANIMOUSLY

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VOTED: to adjourn.

Roll call vote

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

Minuteman Media Network Coverage:

<https://www.youtube.com/watch?v=VsMnh1MC2rQ>

Meeting Documents:

<https://concordma.gov/DocumentCenter/View/27365/January-4-SB-Packet>

DRAFT

**Town of Concord
Select Board
January 11, 2021
Minutes**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting via video conference call on January 11, 2021 at 4:00pm.

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

Call to Order

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

Roll call vote

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

Consent Agenda

- Minutes to approve: December 14, 2020; December 14, 2020 Executive Session #1 (not to be released); December 14, 2020 Executive Session #2 (not to be released)
- Town Accountant Warrants – January 7, 2021

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

Roll call vote

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

Town Manager's Report

Mr. Crane responded to questions that Town staff has received from the community regarding the vaccine, noting that the current vaccination clinic at the high school beginning January 14 is solely for first responders. Mr. Crane noted Town doesn't choose the order of when individuals are vaccinated, as this is determined by the [Massachusetts Department of Public Health](#).

The 2020 Roads Program has been contracted to Newport Construction Corporation. The work will include the reclamation and repaving of Park Lane, Lewis Road, Warner Street, and Bedford

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Court. Additionally, Partridge Lane has been identified to receive a mill and overlay treatment. Construction was originally slated to begin in the fall of 2020, but the Engineering Division has postponed the start of construction until the spring of 2021 due to numerous inquiries and requests from residents to extend or update their utilities in the Right of Way.

CPW crews have responded to eight winter weather events to date this winter season. Responses have included roadway treatment, snow plowing and snow removal operations. CPW completed an overnight snow removal operation in the downtown business areas on December 18, 2020. A total of 18.75" of snow has been recorded in Concord this season.

Acton and Concord have been working on a feasibility study for the creation of a regional emergency communications center that would be housed in the Acton Police Department.

The FY22 Budget Message and Budget Calendar is included in the [meeting materials](#). An initial discussion with the Finance Committee is scheduled for Thursday, January 14.

The legislature did not pass the request for special legislation by the Town to remove the requirement to hold an in-person Town Caucus this year. The Town is talking to their representatives and staffs about next steps to re-file this legislation. If this is not passed, there will be an in-person Town Caucus outdoors.

Chair's Remarks

Ms. Escobedo read a statement regarding the events that took place on January 6, 2021 at the United States Capitol. Ms. Escobedo highlighted the disturbing nature of the day that has added to the growing anxiety and stress that many of Concord's citizens have been dealing with due to the COVID-19 Pandemic. Ms. Escobedo asked residents to continue to be sensitive to the stressful climate which we are all operating in as the Town tries to productively carry on with enabling effective governance and meeting the daily expectations of Concord residents.

Ms. Escobedo noted that the Town Election is March 25. There will be a League of Women Voters candidate's forum on March 7.

**Public Hearing: Application for a New On-Premises Section 12 Wine and Malt Beverages
Annual License by RK Wing Corp, d/b/a Rossini's Pizzeria and Restaurant located at 206
Fitchburg Turnpike**

Upon a motion duly made and seconded, it was UNANIMOUSLY
VOTED: to open the public hearing.

Roll call vote

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

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Rossini's owner Rafael Klipp Borges and manager Lecilia De Souza attended the meeting. Mr. Borges has been the owner of Rossini's since January 2018. Rossini's liquor license was not renewed for 2020 because their license renewal was incomplete. Rossini's continued to sell alcohol into the beginning days of 2020, which was investigated by the Concord Police. The application and the investigation by Concord Police is included in the [meeting materials](#). Mr. Borges is now coming before the board to request a new license for 2021.

The Select Board determined that a decision on this matter should be postponed to the February 1 meeting to allow time for the Town Manager's Office and Concord Police to meet with Rossini's management to review the state and local regulations and determine if the business can develop a plan for compliance and prove to be able to responsibly hold a liquor license.

Tanya Gailus of 62 Prescott Road stated that it would be hard for Rossini's to prove themselves to be responsible with a liquor license without holding a liquor license.

Upon a motion duly made and seconded, it was UNANIMOUSLY
VOTED: to close the public hearing.

Roll call vote

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

Upon a motion duly made and seconded, it was UNANIMOUSLY
VOTED: to continue the public hearing to February 1st.

Roll call vote

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

**Review Innholder License Application by Best Western Hotel LLC, d/b/a Best Western at
Historic Concord, located at 740 Elm Street**

Town staff became aware that Best Western was operating without an innholder license. The Town Manager's Office contacted Best Western's management and they provided a license they received from the Health Department. Best Western stated they were not aware of the need for an innholder license due to new ownership. The Town Manager's Office notified them to submit completed paperwork for an innholder license, which they did within a day.

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No one from Best Western attended the meeting. The Select Board members favored approving the license, but agreed that they wanted someone from the business to attend to explain how they got into this situation.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to approve the Innholder License Application by Best Western Hotel LLC, d/b/a Best Western at Historic Concord, located at 740 Elm Street with the provision that a representative from the hotel appears before the board on February 1, 2021.

Roll call vote

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

Review CMLP Decarbonization Plan

Dave Wood and Laura Scott of the Concord Municipal Light Plant attended to present their plan to decarbonize the Town's electric supply in order to meet the Town's climate action goals. This plan was included in the [meeting materials](#).

Review Residential Tax Exemption – Town Assessor

Town Assessor Lane Partridge and Board of Assessors Chair Tom Matthews attended to present what a residential tax exemption would mean for Concord. The presentation was included in the [meeting materials](#).

The residential exemption would redistribute the tax levy among residential property owners, with the upper portion of the tax base paying more, and the lower portion would pay less. The Board of Assessors voted not to support the implementation of a residential exemption, because apartment buildings would not qualify and thus rents could be raised for all the renters in Concord.

WestMetro Fair Housing Plan

Department of Planning and Land Management Director Marcia Rasmussen brought the [WestMetro HOME Consortium Fair Housing Plan](#) to the Select Board's attention to be aware of it as a resource for talking about housing, keeping in mind that Concord Housing Production Plan will begin this summer. The WestMetro HOME Consortium consists of thirteen member communities (the Towns of Bedford, Belmont, Brookline, Concord, Lexington, Natick,

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Needham, Sudbury, Watertown, and Wayland and the Cities of Framingham, Newton and Waltham), and is regulated by U.S. Department of Housing and Urban Development (HUD). HUD requires the Consortium to prepare an Analysis of Impediments to Fair Housing Choice (AI), a five-year plan that analyzes barriers in access to housing opportunities throughout the thirteen communities and identifies priorities and goals to address these issues. The draft FY21-FY25 plan contains research and information, and also outlines an action plan to increase awareness of Fair Housing laws and to identify and remove barriers to Fair Housing Choice. This action plan requires priority and commitment from each member community over the 5-year plan period.

Town Manager Evaluation

On January 4, the Select Board began the discussion of the Town Manager's one-year evaluation. Ms. Escobedo has distributed a draft of the evaluation to the Select Board. The Select Board determined that they would vote to allow Ms. Escobedo to develop a final version of the evaluation, submit it to the Town Manager, and have this final version posted publicly shortly afterwards.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to authorize the chair to compile the final version of the Town Manager's evaluation including goals and submit to the Town Manager and shortly thereafter to the public.

Roll call vote

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

Committee Nominations

Kate Yoder of 79 Deer Grass Lane, and Margot Kimball of 21 Winthrop Street to the West Concord Cultural District Committee for terms to expire on April 30, 2023.

Committee Liaison Reports

Ms. Ackerman reported that there is a vacancy on the Bruce Freeman Rail Trail Committee, and on the West Concord Junction Cultural District Committee. The Capital Planning Task Force has been working on integrating the comments heard at the public forum in December. The Library Corporation will present their sustainability plan on January 12, 2021. The Light Board presented their budget presentation at their most recent meeting, where they projected a net profit of 4.1% in 2021 after experiencing a net loss in 2019 and 2020.

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Ms. Bates attended the Cemetery Committee, where they reviewed their goals for this year. The Committee also discussed bicycle use and signage. The Concord Business Partnership heard a presentation regarding the NMI-Starmet Reuse site. The Grant program administered by the Concord Carlisle Community Chest and sponsored by Concord Together received an anonymous donation of \$50,000 in December. This fund offers grants to Concord businesses.

Ms. Hotchkiss attended the Natural Resources Commission, where they continued several items into February, including: the development of a single-family home at Keuka Road, the development of a garage on Old Bedford Road, and the Middlesex School application for two new turf fields on Lowell Road. The NRC heard applications on Range Road and Upland Road as well. The Historic Districts Commission discussed the Concord Museum's choice of color for their mailbox.

Mr. Johnson attended the Community Preservation Committee, where they reviewed additional information from applicants for CPC funds. The CPC funds for this cycle are approximately \$1.7M. The CPC will vote on how to distribute these funds at their next meeting. The Middle School Building Committee pushed back the timeline of their feasibility study from the end of March to the end of April 2021. The Housing Authority met and approved the PILOT Agreement, and have advertised the Executive Director position. The NMI-Starmet Committee is working on a revised draft report, and will bring it to the Select Board for review at an upcoming meeting.

Ms. Escobedo reported that the most recent stimulus bill approved by the governor includes funding for housing choice, as well as guidance for municipal zoning.

Miscellaneous Correspondence

There was no correspondence reported at this meeting.

Public Comments

There was no additional public comment at this meeting.

Adjourn

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

Roll call vote

Ms. Escobedo: Aye

Ms. Ackerman: Aye

Ms. Bates: Aye

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Minutes**

Ms. Hotchkiss: Aye
Mr. Johnson: Aye

Minuteman Media Network Coverage:

<https://www.youtube.com/watch?v=tOxkNsw5io0&t=391s>

Meeting Documents: <https://concordma.gov/DocumentCenter/View/27443/January-11-SB-Packet>

DRAFT



TOWN OF CONCORD
Office of the Town Manager
Town House
P.O. Box 535
Concord, Massachusetts 01742

TEL: 978-318-3000
FAX: 978-318-3002

Stephen Crane, Town Manager

MEMORANDUM

To: Chair Escobedo and Members of the Board

From: Stephen Crane, Town Manager

Date: February 22, 2021

Re: Town Manager Report

Vaccines

A successful mini-vaccine clinic was held on February 10 for senior over 75 years of age at the Harvey Wheeler Community Center. The second dose for first responders from six communities was held Friday and Saturday, February 12 and 13 at the Concord-Carlisle Regional High School. Over 400 second doses were administered. Additionally, the Commonwealth recently revised its guidance on vaccine distribution (see attached letter) that has prompted further discussion with regional communities to determine interest in submitting a request for vaccine doses collectively.

Water System Security

On 5 February 2021, unidentified cyber actors obtained unauthorized access, to the supervisory control and data acquisition (SCADA) system used at a municipal water treatment plant in Florida. The unidentified actors accessed the SCADA system's software and altered treatment controls that, if it had not been immediately detected and corrected, could have created a public health threat. The cyber actors likely accessed the system by exploiting cyber security weaknesses including poor password security, outdated operating systems, and operator reliance on an unsecure third party software application for convenient remote access.

Within the past six months, Concord Water, working closely with the Towns' Information Technology Department and a third party SCADA system provider, completed a SCADA system upgrade. This project was planned and designed specifically to increase the reliability of what had become an antiquated system, incorporating necessary hardware, software, and operating protocols to protect it against such cyber attacks. Attached is a report from several federal agencies with more information.

Police

Attached are two memos from the Chief regarding a promotion to Sergeant and the appointment of a new Chief Ranger at Minuteman National Park.

CPW

On Wednesday February 10, 2021 the Public Works Commission unanimously moved to adjust the curbside subscription rate from \$282 to \$322 annually for solid waste and recycling subscribers, and from \$154 to \$162 annually for recycling-only subscribers effective April 1,

2021. The cost of weekly disposal tags will remain at \$1.80 each. The cost of six month barrel stickers will remain at \$46.80. These increases reflect the cost escalation in solid waste hauling and disposal in recent years.

DPLM

Natural Resources Division

The Land Trust has received confirmation from the Massachusetts Dept. of Agricultural Resources that the Emerald Ash Borer is in Concord. CLCT Staff found it in the upper Spencer Brook Valley last week in approximately 12 trees and Middlesex School reported that it is on their campus. Natural Resources staff will be preparing a News & Notices announcement to alert the public and request reports.



Planning Division

Based on information from Town staff about discussions at the Economic Vitality Committee meeting, the Planning Board is reviewing a draft Zoning Bylaw Amendment to waive the parking requirement for seasonal outdoor seating. The Board had questions about the potential impact of this bylaw change and is seeking additional information from staff and from the business community in order to prepared for Town meeting.

Facilities

Recently, the Victory electrostatic spray guns that Facilities uses daily for sanitizing and disinfecting were being recalled do to battery fire hazard. Within the following week the Facilities team rounded up the twenty batteries that were in circulation determining 13 matched a model number being recalled as well as collecting 6 more batteries from the Fire Stations that were also compromised. The batteries have been submitted and approved for replacement. Facilities will continue to sanitize and disinfect using a premixed solution in spray bottles.

Using CARES funding, the Town purchased several Aero Clave units that are used for disinfection and sanitization of rooms when they are unoccupied. These units were instrumental in responding to the positive COVID case of a Library employee. The units were also used after the vaccination clinic at Harvey Wheeler.

Green Communities

With the collaboration of the School Facilities Director, Sustainability Director, Energy Conservation Coordinator, Energy Specialist, Facilities Operations Coordinator and the Town Facilities Director we have come to a unanimous agreement that this year's Green Communities Grant will be used to help fund the HVAC upgrade to the Ripley School pods determining that this project will have the greatest energy savings of all the projects in question, furthering the Towns efforts to our 0 emissions goal.



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
One Ashburton Place, 11th Floor
Boston, Massachusetts 02108

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

Tel: (617) 573-1600
Fax: (617) 573-1891
www.mass.gov/eohhs

February 17, 2021

Dear Local Health Colleague:

I am writing to update you with important information about the state's effort regarding vaccination distribution, where demand vastly exceeds current supply. The Baker-Polito Administration is committed to the effective, efficient and equitable administration of vaccines throughout the state. According to the CDC, Massachusetts, on February 16, was #9 in the U.S. for vaccinations per capita (1st doses/capita). Massachusetts was #1 for total shots administered per capita (this past week) amongst the 24 states with at least 5M people, according to Bloomberg. As of Monday, more than 251,000 of our residents ages 75 or older have received their 1st dose. This represents 51% of the statewide population, exceeding the national average of 47% of residents 75+ that have received their first dose.

First and foremost, I want to acknowledge your incredible efforts throughout the pandemic. Local health departments, community health centers, regional collaboratives, hospitals, large health systems and others quickly ramped up their capacity to provide vaccinations. Many local boards of health stepped up to vaccinate first responders and some continued to vaccinate individuals eligible in Phase 1 and those age 75 and older. The Baker-Polito Administration is deeply thankful for municipal collaboration in the early, targeted steps of the vaccination effort.

Today, Governor Baker and Lieutenant Governor Polito will announce that effective tomorrow, February 18th, individuals age 65 or older, individuals with two or more specific medical conditions, listed [here](#), and residents and staff of public and private low income and affordable senior housing are eligible to receive this vaccine. With this announcement, 1 million individuals will become eligible for the vaccine.

Streamlined Vaccination Distribution

As the Commonwealth moves forward and as a million residents become eligible, the Administration must streamline the vaccine distribution process in anticipation of this challenge and within the confines of limited vaccine supply provided by the federal government. The Commonwealth has been receiving approximately 110,000 new first doses each week.

JOINT CYBERSECURITY ADVISORY

Co-Authored by:

TLP:WHITE

Product ID: AA21-042A

February 11, 2021



Compromise of U.S. Water Treatment Facility

SUMMARY

On February 5, 2021, unidentified cyber actors obtained unauthorized access to the supervisory control and data acquisition (SCADA) system at a U.S. drinking water treatment plant. The unidentified actors used the SCADA system's software to increase the amount of sodium hydroxide, also known as lye, a caustic chemical, as part of the water treatment process. Water treatment plant personnel immediately noticed the change in dosing amounts and corrected the issue before the SCADA system's software detected the manipulation and alarmed due to the unauthorized change. As a result, the water treatment process remained unaffected and continued to operate as normal. The cyber actors likely accessed the system by exploiting cyber-security weaknesses, including poor password security, and an outdated operating system. Early information indicates it is possible that a desktop sharing software, such as TeamViewer, may have been used to gain unauthorized access to the system. Onsite response to the incident included Pinellas County Sheriff Office (PCSO), U.S. Secret Service (USSS), and the Federal Bureau of Investigation (FBI).

The FBI, the Cybersecurity and Infrastructure Security Agency (CISA), the Environmental Protection Agency (EPA), and the Multi-State Information Sharing and Analysis Center (MS-ISAC) have observed cyber criminals targeting and exploiting desktop sharing software and computer networks running operating systems with end of life status to gain unauthorized access to systems. Desktop sharing software, which has multiple legitimate uses—such as enabling telework, remote technical support, and file transfers—can also be exploited through malicious actors' use of social engineering tactics and other illicit measures. Windows 7 will become more susceptible to exploitation due to lack of security updates and the discovery of new vulnerabilities. Microsoft and other industry professionals strongly recommend upgrading computer systems to an actively supported operating system. Continuing to use any operating system within an enterprise beyond the end of life status may provide cyber criminals access into computer systems.

To report suspicious or criminal activity related to information found in this Joint Cybersecurity Advisory, contact your local FBI field office at www.fbi.gov/contact-us/field-offices, or the FBI's 24/7 Cyber Watch (CyWatch) at (855) 292-3937 or by e-mail at CyWatch@fbi.gov or your local WMD Coordinator. When available, please include the following information regarding the incident: date, time, and location of the incident; type of activity; number of people affected; type of equipment used for the activity; the name of the submitting company or organization; and a designated point of contact. To request incident response resources or technical assistance related to these threats, contact CISA at Central@cisa.gov.

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THREAT OVERVIEW

Desktop Sharing Software

The FBI, CISA, EPA, and MS-ISAC have observed corrupt insiders and outside cyber actors using desktop sharing software to victimize targets in a range of organizations, including those in the critical infrastructure sectors. In addition to adjusting system operations, cyber actors also use the following techniques:

- Use access granted by desktop sharing software to perform fraudulent wire transfers.
- Inject malicious code that allows the cyber actors to
 - Hide desktop sharing software windows;
 - Protect malicious files from being detected; and,
 - Control desktop sharing software startup parameters to obfuscate their activity.
- Move laterally across a network to increase the scope of activity.

TeamViewer, a desktop sharing software, is a legitimate popular tool that has been exploited by cyber actors engaged in targeted social engineering attacks, as well as large scale, indiscriminate phishing campaigns. Desktop sharing software can also be used by employees with vindictive and/or larcenous motivations against employers.

Beyond its legitimate uses, TeamViewer allows cyber actors to exercise remote control over computer systems and drop files onto victim computers, making it functionally similar to Remote Access Trojans (RATs). TeamViewer's legitimate use, however, makes anomalous activity less suspicious to end users and system administrators compared to RATs.

Windows 7 End of Life

On January 14, 2020, Microsoft ended support for the Windows 7 operating system, which includes security updates and technical support unless certain customers purchased an Extended Security Update (ESU) plan. The ESU plan is paid per-device and available for Windows 7 Professional and Enterprise versions, with an increasing price the longer a customer continues use. Microsoft will only offer the ESU plan until January 2023. Continued use of Windows 7 increases the risk of cyber actor exploitation of a computer system.

Cyber actors continue to find entry points into legacy Windows operating systems and leverage Remote Desktop Protocol (RDP) exploits. Microsoft released an emergency patch for its older operating systems, including Windows 7, after an information security researcher discovered an RDP vulnerability in May 2019. Since the end of July 2019, malicious RDP activity has increased with the development of a working commercial exploit for the vulnerability. Cyber actors often use misconfigured or improperly secured RDP access controls to conduct cyber-attacks. The xDedic Marketplace, taken down by law enforcement in 2019, flourished by compromising RDP vulnerabilities around the world.

MITIGATIONS

General Recommendations

The following cyber hygiene measures may help protect against the aforementioned scheme:

- Update to the latest version of the operating system (e.g. Windows 10).
- Use multiple-factor authentication.
- Use strong passwords to protect Remote Desktop Protocol (RDP) credentials.
- Ensure anti-virus, spam filters, and firewalls are up to date, properly configured and secure.
- Audit network configurations and isolate computer systems that cannot be updated.
- Audit your network for systems using RDP, closing unused RDP ports, applying multiple-factor authentication wherever possible, and logging RDP login attempts.
- Audit logs for all remote connection protocols.
- Train users to identify and report attempts at social engineering.
- Identify and suspend access of users exhibiting unusual activity.

Water and Wastewater Systems Security Recommendations

The following physical security measures serve as additional protective measures:

Install independent cyber-physical safety systems. These are systems that physically prevent dangerous conditions from occurring if the control system is compromised by a threat actor.

- Examples of cyber-physical safety system controls include:
 - Size of the chemical pump
 - Size of the chemical reservoir
 - Gearing on valves
 - Pressure switches, etc.

The benefit of these types of controls in the water sector is that smaller systems, with limited cybersecurity capability, can assess their system from a worst-case scenario. The operators can take physical steps to limit the damage. If, for example, cyber actors gain control of a sodium hydroxide pump, they will be unable to raise the pH to dangerous levels.

TeamViewer Software Recommendations

For a more secured implementation of TeamViewer software:

- Do not use unattended access features, such as “Start TeamViewer with Windows” and “Grant easy access.”
- Configure TeamViewer service to “manual start,” so that the application and associated background services are stopped when not in use.
- Set random passwords to generate 10-character alphanumeric passwords.
- If using personal passwords, utilize complex rotating passwords of varying lengths. **Note:** TeamViewer allows users to change connection passwords for each new session. If an end user chooses this option, never save connection passwords as an option as they can be leveraged for persistence.

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- When configuring access control for a host, utilize custom settings to tier the access a remote party may attempt to acquire.
- Require remote party to receive confirmation from the host to gain any access other than “view only.” Doing so will ensure that, if an unauthorized party is able to connect via TeamViewer, they will only see a locked screen and will not have keyboard control.
- Utilize the ‘Block and Allow’ list which enables a user to control which other organizational users of TeamViewer may request access to the system. This list can also be used to block users suspected of unauthorized access.



Concord Police Department
219 Walden Street P.O. Box 519
Concord, Massachusetts 01742
Tel: 978-318-3400 Fax: 978-369-8420
Joseph F. O'Connor, Chief of Police



TO: Police Department

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

DATE: February 9, 2021

SUBJECT: *PROMOTION – SERGEANT LUKE RENNIE*

On Friday, February 12, 2021, Officer Luke Rennie will appear before Town Clerk Kaari Tari, who will administer the Oath of Office to promote him to the rank of Sergeant. Officer Rennie excelled during each phase of the promotional process.

Officer Rennie will provide the leadership needed to assist the Department in pursuing our goal of providing "Exceptional Service. All of the Time."

Please join me in congratulating Officer Rennie.



Concord Police Department
219 Walden Street P.O. Box 519
Concord, Massachusetts 01742
Tel: 978-318-3400 Fax: 978-369-8420
Joseph F. O'Connor, Chief of Police



TO: Police Department

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

DATE: February 11, 2021

SUBJECT: ***MINUTE MAN NATIONAL HISTORIC PARK -
CHIEF RANGER RANDY BIDDLE***

Superintendent of the Minute Man National Historic Park BJ Dunn has notified the Department of the upcoming arrival of the park's new Chief Ranger Randy Biddle. Prior to his post Chief Biddle served as the Chief Ranger at the Pearl Harbor National Memorial. It is expected that Chief Biddle will be on assignment within a week.

Please join me in welcoming Chief Biddle.

High-capacity throughput vaccination, available across the Commonwealth, is important to ensuring vaccines do not sit idle. To avoid confusion and increase access, vaccination locations must be available to all residents and not narrowly restricted by geography. Currently, almost 95% of our population lives within a 45-minute drive of a mass vaccination site or within 30 minutes of a regional site. This is in addition to the growing number of pharmacies and other retail locations administering doses, currently numbered at 105.

Equity

In addition to increasing efficiency in administering the vaccine, the Commonwealth must ensure that the program is equitable and meets the needs of communities that have been most disproportionately impacted by COVID-19. Utilizing the social vulnerability index as a starting point, the Department of Public Health has identified 20 municipalities that have had the greatest COVID burden and have the greatest percentage of non- white residents. These municipalities are: Boston; Brockton; Chelsea; Everett; Fall River; Fitchburg; Framingham; Haverhill; Holyoke; Lawrence; Leominster; Lowell; Lynn; Malden; Methuen; New Bedford; Randolph; Revere; Springfield; and Worcester.

Public Health Commissioner Monica Bharel has reached out to these municipal leaders to assist with [increasing awareness](#), to address vaccine hesitancy and to mitigate barriers to vaccine access. These municipalities will continue to distribute vaccine at the local level, are prioritized for the retail pharmacy program, and are served by community health centers, hospitals and other health care providers administering vaccine in the community.

Serving the most vulnerable

The Commonwealth is fortunate that so many local public health officials want to help vaccinate their residents. Given the constraints on vaccine supply, the Administration is asking our local officials to focus efforts around outreach to vulnerable, hard to reach populations, including homebound seniors, individuals who participate in ‘meals on wheels’ and others who are eligible but not able to travel to a vaccine site. Local officials are more adept at identifying and meeting these high need populations and can arrange for them to be vaccinated either by the local board of health, connect them to community providers or refer to the State’s vaccination program for homebound individuals, which will launch in the coming weeks.

Regional Collaboration

Additionally, municipalities may propose regional collaborations that meet specific geographic needs identified by the state and must meet specific requirements including:

- Have the capacity to vaccinate minimally 750 individuals per day, 5 days per week;
- Serve unmet need geographically, as identified by the Department of Public Health;
- Meet an administration rate threshold of 85% and report doses within 24 hours;
- Serve all residents of the Commonwealth; collaborations may focus outreach efforts towards those who live or work in the area but must be open to all Massachusetts residents; and
- Provide public links for vaccine appointments on [Mass.gov/COVIDVaccine](https://www.mass.gov/COVIDVaccine).

Other important ways for municipalities to engage in the Commonwealth's vaccine program include:

- Promote vaccine acceptance by establishing COVID ambassador programs, providing tele-townhalls or developing messaging campaigns in multiple languages;
- Encourage and assist residents to utilize mass vaccination sites and retail pharmacies for vaccination;
- [Plan](#), develop or coordinate vaccine programs for residents living in public and private low income and affordable senior housing; or
- Identify, plan and organize vaccination of homebound residents who are unable to access any other vaccination program as they become eligible.

Effective the week of March 1st, the state will no longer provide first dose vaccines for individual municipal clinics, except for the twenty disproportionately impacted communities and established and approved Regional Collaboratives. Municipalities will receive second doses to ensure that all residents have been fully vaccinated by individual local board of health clinics.

On Friday, February 19th, at 9 am, the Department of Public Health will hold a webinar for local boards of health to review the opportunities to distribute vaccine as outlined above. The Department will answer questions and provide a specific how-to-guide for municipalities to reach the most vulnerable residents.

This is a shared responsibility and herculean effort to offer safe and effective vaccines to millions of Massachusetts residents. Working together, state and local government along with our health care partners can meet this challenge and ensure that every Massachusetts resident will have the opportunity to be vaccinated.

Sincerely,



Marylou Sudders

MEMORANDUM

To: Stephen Crane, Town Manager
From: Marcia Rasmussen, Director DPLM
Re: **Update from DPLM**
Date: February 17, 2021

Natural Resources Division

- **Emerald Ash Borer is in Concord!** The Land Trust has received confirmation from the Massachusetts Dept. of Agricultural Resources that the Emerald Ash Borer is in Concord. CLCT Staff found it in the upper Spencer Brook Valley last week in approximately 12 trees and Middlesex School reported that it is on their campus. Natural Resources staff will be preparing a News & Notices announcement to alert the public and request reports.



Planning Division

- **Emerson Annex unit #5:** RHSO Staff has been coordinating the potential resale of Unit #5 with the heirs of the property and the Dept. of Housing and Community Development to determine the resale value based on the deed restriction and the potential purchase price for a homeowner earning 80% of the Boston Area Median Income. This is one of the original (early) deeds, which needs to be updated to keep the unit permanently affordable. The Town has the opportunity to use affordable housing funds allocated at the past two town meetings to help either purchase the unit outright for eventual resale; use funds to make any necessary repairs/renovations and/or help buy-down the unit so it remains on the State's Subsidized Housing Inventory. The hope is to have the Select Board hear the options and take a position at the next available meeting.
- **Planning Board considering waiving parking requirements for seasonal outdoor seating:** Based on information from Town staff about discussions at the Economic Vitality Committee meeting, the Planning Board is reviewing a draft Zoning Bylaw Amendment to waive the parking requirement for seasonal outdoor seating. The Board had questions about the potential impact of this bylaw change and is seeking additional information from staff and from the business community in order to prepared for Town meeting.

Health Division

- **COVID-19 response:** Health Division staff continues to focus primarily on the local response to COVID-19.

Building Inspections Division

- No update available.

Executive Summary

The Towns of Acton requested funding from the State 911 Department to conduct a Study of the Feasibility of establishing a Regional Emergency Communications Center (RECC) for the Towns of Acton and Concord. The State 911 Department authorized the Edward J. Collins Jr., Center for Public Management to conduct the Study as part of its inter-governmental services agreement (ISA) to aid the State 911 Department in its PSAP regionalization and RECC Development efforts.

The Methodology utilized interviews, site surveys and document research.

The Findings were as follows:

Acton and Concord are suited quite well to establish a Regional Emergency Communication Center (RECC) as they are similar in population, call volume and culture. Both communities, which are adjacent to each other, have high expectations of providing their dispatch services.

Acton and Concord metrics that impact on the demand for emergency call taking and dispatching services are provided in the following chart.

Metrics	Acton	Concord	Total
Population 2018	23,738	19,211	42,949
911 Calls	4,315	4,105	8,320
Calls for Service (CFS)	35,248	34,792	70,040

The Acton Dispatch Center at the Acton Public Safety Facility has the space for a redesigned dispatch floor space to accommodate eight (8) dispatch positions and one (1) supervisor position that would more than accommodate a RECC for Acton and Concord as well as a number of other communities. The new RECC hosted at the Acton Public Safety Facility would have access to a modern well-planned dispatch center that includes an administrative office, locker space, access to a training/meeting room.

The interviews revealed that there was a willingness of the public safety leaders to regionalize their dispatch services to provide for more effective 911 dispatch services. Interviewees felt that the key outcomes of regionalization would provide for:

- Additional dispatch personnel to deal with increased surge of calls
- Opportunities for dispatcher advancements
- New equipment and better technology
- Standardized dispatch protocols
- Efficiencies through economy of scale and combined resources
- Cost savings
- Increased professionalism of operations and increased expectations
- Independent dispatch department

It is feasible to Regionalize Acton and Concord into a single RECC.

The State 911 Department is charged with coordinating and effecting the implementation of enhanced 911 service and administering such service in the Commonwealth. In fulfilling this responsibility, the State 911 Department provides the public safety answering points (PSAP) in Massachusetts that serve as the first point of reception of a 911 call with call processing equipment, database, network, and technical support services, training for personnel handling the calls at the PSAPs, and with funding to support the operation of the PSAPs through the administration of an extensive grant program.

The State 911 Department has provided their estimate for Support and Incentive Grant funds on a recurring basis for a RECC for the Towns of Acton and Concord. Their estimate was received for this study and is as follows:

FY 2021- Acton-Concord RECC -
December 10, 2020

Entity	Support	RECC	Total Grant Funding
Acton-Concord RECC	\$ 140,641	\$ 561,224	\$ 701,865

The equipment needed to allow for this transition is an allowable cost item under the State 911 Department Regional Developmental Grant Program. Those items include radio equipment to allow for interoperability between Acton and Concord to allow for dispatching from Acton.

Cost Benefit Analysis Summary

The Table below documents the savings that are anticipated from the economy of scale of the RECC, a cost-sharing effort between both communities, as well as a grant funding effort for recurring costs and a separate effort through Development Grants for capital costs/equipment to establish a RECC and to replace outdated equipment.

Community	Non-Recurring Capital Savings	Recurring Cost Savings	Total Savings
Acton	\$407,465.99	\$375,054.37	\$782,520.36
Concord	\$179,666.66	\$415,282.63	\$594,949.29
TOTAL	\$ 587,132.65	\$ 790,337.00	\$1,377,469.65

Recommendations:

1. Consider a governance structure of either a Hosted RECC in a separate department within the Acton Town Government or as a Regional Emergency Communications Dispatch District. The analysis of both of these options is on

Page 17. Both governance options have been used effectively for RECCs in Massachusetts and it is up to both communities to choose which model they will follow. Prior observation and research have shown that Long term community ownership in the RECC is best achieved by the establishment of a Regional Dispatch District.

2. Develop an outreach program to all of the communities to inform them of the enhanced capability of the RECC.
3. Develop a plan to assess the administrative and security needs for the Concord Police and Fire Departments.;
4. Develop uniform operational call taking and dispatching procedures for the RECC. Common operational policies and procedures for the RECC that meet the unique needs of the disciplines of the emergency response agencies to ensure the appropriate resources are provided at the time they are needed. The dispatch protocols should be governed by the appropriate rules and regulations to ensure performance standards are being maintained and community needs are being met. State 911 Department Standards, NFPA 1221, APCO and CALEA would provide guidance for the development of those documents. 560 CMR 2.00 requires that under Operational Standards (d) Call Handling Coordination/Negotiations that Municipalities participating in the implementation of 9-1-1 shall be responsible for coordinating with all public safety providers served by the PSAP. The new written operational policy and procedures become the basis for the training of dispatchers for the RECC and for the future accreditation of the center.

Seek State 911 RECC Developmental Funding to implement the redesign of the Acton dispatch center floor plan as well as the needed technology items including radio system enhancements, a uniform administrative phone system, security systems where needed and a regional Computer Aided Dispatch (CAD) and Records Management Systems (RMS) using the IMC/Tritech platform.

5. Develop a Transition Training Plan to incorporate all elements of required dispatch training as required by State 911, CAD/RMS, Dispatch Protocols, EMD and community knowledge.
6. Utilize the insight of the dispatchers and public safety personnel to develop excellence in operational guidelines/practices for the citizens of both communities and their public safety services.

Benefits of Regionalization

Relying upon interviews that were conducted in forty-two (42) communities in Massachusetts with one hundred ninety-eight (198) Police and Fire Chiefs, their command personnel, town managers and dispatch personnel, the most cited benefits of regionalization of dispatch services were as follows:

1. Standardized/use of the same dispatch protocols
2. Resources – more dispatch personnel for major events and increased surge of 911 calls

3. Cost Savings, Financial Support – state contributions to center development and recurring costs
4. Enhanced Mutual Aid
5. More effective call taking and dispatching capability for the public and emergency response

Financial Audit Advisory Committee

Report to the Select Board

February 2021

The Financial Audit Advisory Committee (FAAC) has completed its work for the current auditing cycle and as required in its charge, is reporting to the Select Board. We met several times 2020 and in 2021 to review auditing reports for the Municipal Light Plant, the Concord Carlisle Regional School District and the Town. This letter is our report regarding the audit of the **Town of Concord, FY20**.

Reporting Structure

The Municipal Light Plant, a department of the Town, is separately audited on a December 31 fiscal year basis for the purpose of its required reporting to the Massachusetts Department of Public Utilities. The Town is audited on a June 30 fiscal year reporting basis, in accordance with state law. The audited financial statements of the Municipal Light Plant are incorporated into the Town's annual financial statements. The Concord Public School Department is also a part of the Town's annual audit and financial statements. There are no other component units of the Town.

The Concord-Carlisle Regional School District (CCRS) is a separate governmental jurisdiction and is responsible for its own annual audit examination and issuance of audited financial statements on a June 30 fiscal year basis. The CCRSD agreed to be included in the responsibilities of the FAAC and we reviewed the audit of the District and will in a separate letter report our findings to the Regional School Committee.

External Auditor

The firm of Melanson Heath and Company currently is engaged to perform the annual audit examination of the Municipal Light Plant, CCRSD and the Town of Concord.

Duties of the Town of Concord FAAC

As a reminder, the duties of the FAAC are:

- Review the arrangements for the scope and progress of the annual audit;
- Review the draft audited financial statements and consider the management letter recommendations and management's response;
- Review internal accounting and control procedures as necessary;
- Participate in presentation of the annual audited financial statements by the external auditor at a public meeting of the Select Board and the Concord Carlisle Regional School Committee.
- Prepare such reports and recommendations to the Select Board and the Concord Carlisle Regional School Committee from time to time, within its assigned scope, as it may deem to be in the best interest of the Town.
- Recommend to the Town Manager the selection of the independent external auditor.

We believe that with the submission of this report and the future attendance at a Select Board meeting, the committee will have discharged its duties for the FY20 Town of Concord Audit Cycle.

Report on the activities of the FAAC

Our report has two components: 1) comments on the audit process and management letter for the Town of Concord; and 2) additional items associated with the Town of Concord.

I. Audit Process and Management Letter for the Town of Concord

The Independent Auditor's report for the Town of Concord (page 12) indicates:

"In our opinion, based on our audit, the financial statement referred to above present fairly in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and aggregate remaining fund information of the Town of Concord, Massachusetts, as of June 30, 2020 (except for the Concord Contributory Retirement System and Concord Municipal Light Plant, which are as of and for the year ended December 31, 2019) and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America."

The auditor's Management Letter for the Town of Concord contains two -(2) new items, and three-(3) prior year recommendations.

CURRENT YEAR RECOMMENDATIONS:

1. Improve Year-end Cut-off Procedures

Our testing of year-end cut off procedures disclosed two capital project related invoices (non-budgetary accounts) for goods provided in fiscal year 2020 that were instead charged to the subsequent fiscal period. Without a comprehensive cut-off of all invoices (capital and operating) an understatement of capital assets, liabilities and expenditures can occur.

We recommend that the Town apply its general fund year-end cut-off procedures to all funds, not simply budgetary fund basis.

Management Response: We agree with this recommendation and going forward will apply the general fund year-end cut-off procedures to all funds, including the two- (2) capital projects funds (funds 3 and 30).

2. Prepare for GASB Statements 84 and 87

Governmental Accounting Standards Board (GASB) Statement 84 and Statement 87 are applicable to the Town in fiscal year 2021 and 2022 respectively. Statement 84 will require changes in how the Town accounts and reports certain activities. Specifically, the Town has various Agency Funds that need to be reclassified as Custodial or Special Revenue Funds and may necessitate the need for additions and deductions (revenue and expenditure) accounts under the new Standard. Statement 87 addresses Lease accounting.

We recommend that the Town prepare for these accounting changes by reviewing the Statement 84 Implementation Guide published by the GASB to determine if reclassification of funds is needed and modify the chart of accounts as required. We also recommend that the Town perform a comprehensive review of all leases (lease and lessor) to ensure implementation is ready for fiscal year 2022.

Management Response: We understand the importance of being prepared to implement any and all GASB Statements, including #84 and #87. As we have done in the past, we will also be prepared to implement these new requirements at the appropriate intervals.

PRIOR YEAR RECOMMENDATIONS:

Our prior Management Letter included recommendations that the Town had planned to implement in the spring or summer of 2020. Implementation was deferred with the focus being on the administration of COVID-19. We recommend that the Town establish timelines to complete implementation of the following prior recommendations that have been updated through June 30, 2020.

3. Align the Encumbrance Policy and Practice

The Town's policy regarding carrying forward unspent appropriations at year-end states that the encumbrance shall be for a "specific purpose at some later date." The Town's practice is not aligned with the current policy as the practice has been to encumber certain funds without a specific vendor or purpose. Over time, these unspecified amounts have grown to over \$1m.

We recommend that the Town review the encumbrance procedures and ensure that the policy and practice are aligned. We understand that the Town is aware of the inconsistency noted above and is in the process of implementing corrective action, which will likely take multiple fiscal years to phase in. We will consider this matter resolved if in subsequent years, adherence to the policy is maintained.

Management Response: As we stated last year, we fully agree that practice should match policy, but the issue with practice and policy being out of sync has occurred over a long period of time and we have worked diligently over the past several years to align both, though our efforts were somewhat hampered due to the pandemic. Nevertheless, in FY20, we were able to reduce our placeholder encumbrances by approximately one-third. We expect this trend to continue in the coming years.

4. Improve Reconciliation of Utility Receivables

The Town implemented a new utility billing system in the spring of 2019. The process of bringing the existing accounts receivable balances to the new system resulted in variances with amounts from the prior system. In addition, the new system does not consistently cut off at month end making the reconciliation process cumbersome. Finally, billing registers and adjustments are not sent to the Finance department for inclusion in the general ledger increasing the complexity of the reconciliations. At June 30, 2020 the variances (approximately \$83k and \$180k for Sewer and Water, respectively) remained unresolved and have continued into fiscal year 2021.

We recommend that the Town continue to work with the software provider to resolve the issues noted and develop formal (documented) reconciliation procedures. The benefits of the reconciliation process are: (1) to provide a means of identifying recurring differences in the way transactions are processed within the accounting system(s), and (2) to ensure that financial statement balances (general ledger) are supported by detail accounts maintained separately.

Management Response: The Town acknowledges the need to improve reconciliation of utility receivables. During the upcoming year, we will work toward implementing the noted recommendations, including developing formal documented reconciliation procedures in order to identify and track variances between NISC and ADMINS to ensure information is accurately reflected in the general ledger.

5. Analyze Withholding Accounts

The Town's general ledger contains certain payroll withholding accounts with credit balances that appear to be growing rather than zeroing out. Another account has a debit balance that is essentially unchanged from the prior year.

We continue to recommend that the Town analyze all withholding balances to ensure their accuracy and, if necessary, adjust the general ledger balances accordingly. We further recommend that all withholding accounts be reconciled monthly to the applicable governmental regulations (FICA, Medicare, etc.) and health insurance contracts.

Management's Response: The Town has formulated a strategy to address the debits and credits in the payroll withholding accounts related to group insurance, specifically, life and long-term disability. We have worked with our vendor to transition the Town from a long-standing "self-billing" process to a new "roster

billing” process monthly. The roster bill approach will facilitate a full monthly reconciliation of individual benefit enrollments with the corresponding payroll withholdings for individuals included on Town, Concord Public Schools, Concord Retirement System, and Massachusetts Teachers’ Retirement System payrolls. We had hoped to implement the roster bill as of February 1, 2020, but have not yet been able to do so due to issues with the vendor. We are prepared to take this up with the vendor and hope to be successful in our efforts on or before June 30, 2021. Once we transition to list bill, the Town will employ a monthly analysis and reconciliation process of all payroll withholding accounts and individual enrollments. The enhanced technique will ensure superior accuracy and identify monthly variances attributed to the timing of withholdings to billing and payments that will be readily available to account for inconsistencies. Upon our first full reconciliation utilizing the roster bill, we will prepare the necessary journal entries to adjust to the general ledger balances, as appropriate. Going forward, we are confident that this new approach will yield the utmost accuracy.

II. Additional Items Associated with the Town of Concord

No additional items associated with the Town of Concord’s FY20 Audit were noted.

The FAAC would like to thank Scott McIntire, Partner, and the Audit Engagement Manager of Melanson Heath & Company for the presentations to the committee. The FAAC would also like to thank the Town’s Chief Financial Officer, Kerry Lafleur, and the entire finance team for their attention to the committee’s requests and in assisting us in understanding both the audit process and the financial statements.

The Committee:

Linda Escobedo, Chair
Court Booth
Arthur Fulman
Wendy Rovelli
Carol Wilson

Order #:

The manufacturer recommends the use of "through hole" mounting methods for plaques larger than 400 square inches. (20" x 20" or larger)

Print Form

TAKE PHOTO FOR SAMPLE USE

PROJECT NAME: Amended GW Dugan Plaque

Customer: Hardy Doric

Contact Information: info@hardydoric.com

OFFICE USE ONLY

Designer: Rev.:

File Location:

Special Instructions:

CUSTOMER VERIFICATION

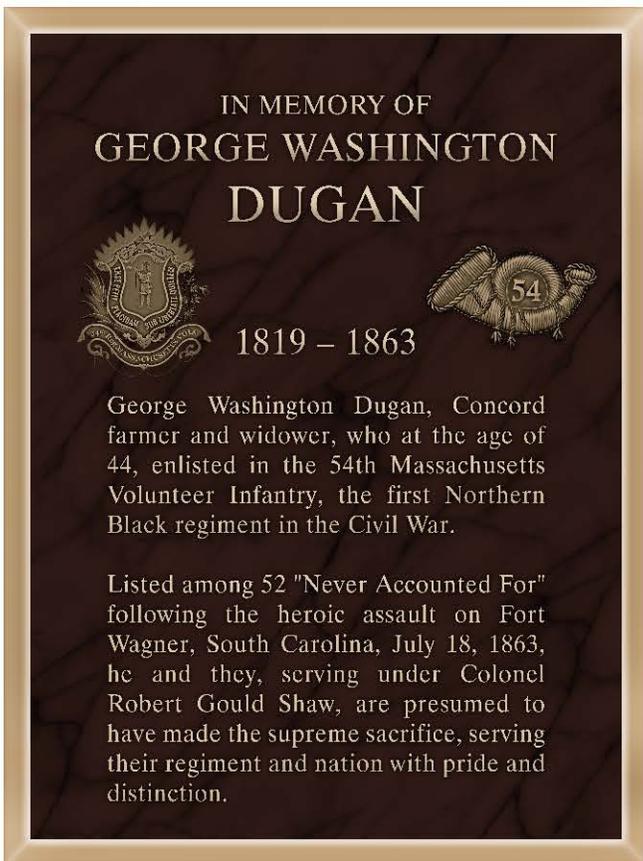
Size: in. Wide X in. Tall Material:

Font: Relief:

Border: Thickness:

Texture: Mounting Hardware:

Color:



Due to variances in printers and monitors, color on proof may vary from finished product.

Do not use any images of this project for any advertising purposes.

Changes Needed:

Please review the above photo and customer verification box before proceeding.

The manufacturer is not responsible for any mistakes if the final product matches the signed approval.

We have inspected the design proof. We have verified the spelling of all names, dates, color and mounting and we find them all to be correct.

Please Select One: (We must have a box selected as well as a signature to proceed with production)

Approved! Please proceed with production. Please make changes and send new proof.

Signature:

Date:



TOWN OF CONCORD
Office of the Town Manager
Town House
Concord, Massachusetts 01742

Date: February 5, 2021

To: Stephen Crane, Town Manager

From: Christopher Carmody, Administrative Manager

Re: Public Private Partnerships update

This memo responds to your request for an update on the Town's public-private partnerships.

The Public-Private Partnership Study Committee was formed in 2016 (the "Committee"). The Committee's charge was threefold: "(1) become knowledgeable about public-private partnerships in Concord and elsewhere, (2) solicit public input, and (3) consider whether the town should make the process transparent by providing ways for the public to participate in reviewing short and long-term public-private partnerships." The Committee issued a final report to the Select Board on December 28, 2016 (Exhibit A), and an addendum to its final report on February 6, 2017 (Exhibit B). The list of public-private partnerships identified by the Committee is attached as Exhibit C. The Select Board adopted the "Select Board Policies Regarding Public Private Partnerships" on July 10, 2017 (Exhibit D).

The Committee identified 33 public-private partnerships based on its research of former or existing partnerships in Concord. The existence of any partnership, as determined by the Committee, was not dependent on it being documented. Accordingly, a third of the listed partnerships lack any documentation. The Committee's work helped to highlight the absence of a process for establishing a PPP. Of the documented partnerships, few have any formal partnership agreement in place (and the partnership is otherwise verified by an invoice or a memo). Along with listing the private party involved, Exhibit C includes a description of each type of public benefit.

The Senior Management Team responded to your request to update Exhibit C with current partnerships known by each department. This resulted in identifying twenty-five unlisted existing partnerships (Exhibit E). Of the 25, one relates to recreation, one relates to economic vitality, one relates to restorative justice, four relate to public works, and eighteen are farming leases. Exhibit E also serves to (i) categorize each type of public benefit, (ii) identify a lead department, and (iii) document the status of all partnerships including those listed in Exhibit C. The current categories of public benefit include affordable housing, agriculture and natural resources, Concord seniors, economic vitality, food scarcity, historic preservation, human services, public works, public art, library, recreation, and police and fire fundraising. Clearly these public benefits speak to the shared values held by the Concord community.

Of the 58 total partnerships listed in Exhibit E, eight are no longer applicable because the partnership is no longer in effect. I will submit a subsequent memo to you detailing the scope of each active partnership.

Report of the Public-Private Partnership Study Committee

Jean Goldsberry, Chair
Abraham Fisher, Clerk
Carol Aronson
Ingrid Detweiler
Miguel Echavarri
Bob Grom
Dorrie Kehoe
Peter Mahler
Tom Rarich

December 28, 2016

Report to the Select Board

Executive Summary

In the Spring of 2016, the Select Board created the Public-Private Partnership Study Committee, charging it to:

- Become knowledgeable about public-private partnerships in Concord and elsewhere.
- Solicit public input.
- Consider whether the town should make the process transparent by providing ways for the public to participate in reviewing short and long-term public-private partnerships.

The committee met frequently for approximately seven months. This report documents the recommendations of the committee, as follows:

1. There should be a standing “P3 Committee,” charged with evaluating proposed Public-Private Partnerships (P3s) and monitoring ongoing P3s.
2. That committee should have dedicated staff support, especially with respect to keeping the records of all P3s in a consistent place for public review.
3. The Town Manager or his/her designee should act as the “gatekeeper” to the P3 processes documented herein.
4. Every new and existing P3 should be governed, in addition to any lease or contract, by a Memorandum of Understanding (MOU) which clearly sets out the requirements for that particular P3.
5. The standing P3 Committee should review all Town of Concord P3s on (at least) an annual basis.
6. Efforts should be made to expand this process to include partnerships between the schools (including the Regional School District) and private entities.

Introduction

In April 2016, the Select Board, recognizing that the Town of Concord's reliance on the use of tax-based funds is limited and therefore public-private partnerships will continue to be used to fund Town and school-related projects, appointed a Public Private Partnership Study Committee—P3 Study Committee. The Committee was charged "...to explore issues surrounding public private partnerships, including the benefits and the drawbacks of such arrangements." At the first meeting, Select Board chair Michael Lawson said the goal is to help the town develop a process to review and monitor future P3s in a responsible manner.

The Study Committee was asked to:

- Become knowledgeable about public-private partnerships in Concord and elsewhere.
- Solicit public input.
- Consider whether the town should make the process transparent by providing ways for the public to participate in reviewing short and long-term public-private partnerships.

Committee Members: Carol Aronson, Ingrid Detweiler, (representing the League of Women Voters of Concord-Carlisle), Miguel Echavarri, Abraham Fisher (Clerk), Jean Goldsberry (Chair), Robert Grom (School Committee Liaison), Dorrie Kehoe, Peter Mahler (representing the Rotary Club of Concord), Tom McKean (Select Board Liaison), and Tom Rarich. The charge included a representative from CC@Play, but the designated member was unable to participate.

Goals of a P3 Process

Public-Private Partnerships have existed in Concord for many years and are a substantial benefit to the Town. Historically these relationships have been managed by public officials (e.g. Town Manager and Boards, School Superintendent and School Committees) on an *ad hoc* basis.

The purpose of this report is to propose a consistent process for managing existing and new partnerships and the projects they create going forward. Much as town ordinances define what can and cannot be done on private property, all citizens and organizations who envision a partnership with the town will be able to reference, and use, a standard P3 process as they plan and manage their project.

The Study Committee proposes a common, standardized P3 process. This would accomplish several goals. It would include multiple opportunities for public involvement in planning and carrying out a project that may affect them and the community. It would provide up-front enumeration of all the costs, revenues, and benefits that may accrue, and provide a standard review process to assist with the management of contingencies that might arise during a project. The proposed P3 committee and its documentation would also provide an institutional memory to aid future project planning and supervision.

Recommendations

This document recommends methods to the Select Board for evaluating and approving new P3s as well as monitoring ongoing P3s to ensure they are fulfilling their original mission.

The Study Committee adopted a working definition of a P3 to guide the process.

A public-private partnership (P3) is a relationship between a public body and a private body, in which the resulting product is a governmental asset or a public benefit (not always physical). This relationship involves monetary or physical assets of the town. A service contract, grant, and/or gift do not necessarily create a public-private partnership. A P3 may receive grants and/or gifts.

The Study Committee's research and deliberation about what makes a successful public-private partnership confirmed the need for a clear explanation of the purpose and process for each proposed partnership. Sources of funding to pay for the project as well as what will be accomplished, the time frame, and any contingency plans should also be made clear. No partnership should be undertaken without clear public education and involvement. The Study Committee is convinced that if the public is aware of proposals and has an opportunity to follow a project through to fruition, there is less likelihood of misunderstandings.

The Study Committee recommends:

1. The establishment of a P3 Committee to study proposals forwarded from the Town Manager's office or passed at town meeting. This committee shall serve as the liaison with the public, ensuring an open process.
2. The creation of an open process with opportunity for public input to evaluate all P3 projects.
3. As part of this process, private organizations wishing to undertake a project on Town property or affecting Town interests or finances must notify the Concord Town Manager's office where the project will be reviewed and a determination made whether to consider the proposed P3.
4. Each new and existing P3 should be governed by a Memorandum of Understanding approved by all parties.
5. Any 'stakeholders' acting as a town decision maker should recuse themselves from votes on whether the project should go forward.

Process

The Study Committee met 2-3 times per month throughout the spring, summer, and fall. Two public hearings were held—one in September to solicit public input and one in December to receive public comment on a draft report.

The Study Committee reviewed P3 information from the League of Women Voters, the National Council for Public Private Partnerships, as well as from other towns and groups. Committee members researched former or existing P3s in Concord to glean information about how they were started, the relationship between the town and the private entity, what each P3 had in common, and what worked well.

One example of an ongoing P3 is the Doug White Fields located behind the high school. In 2007, Friends of Concord-Carlisle Playing Fields (FCCPF) served as the private partner in proposing and overseeing construction of two artificial turf fields at the regional high school campus. Through its fundraising efforts, FCCPF provided a large share of the money to pay for the project, while the Town of Concord oversaw the work. FCCPF has continued the P3 partnership with the town by providing \$50,000 a year towards field maintenance. In addition to these funds, FCCPF is obligated to raise funds to cover future costs of replacing the artificial turf. The use of the fields is co-operatively managed by the high school athletic director and town youth sports programs.

Another example of an ongoing P3 is the Concord Visitor Center. The facility is owned by the town and run by the Chamber of Commerce. The Chamber pays \$1.00 per year plus utilities for the building, and it provides the staffing. The committee identified many P3s ranging from small partnerships such as the Center for Restorative Justice, to large projects initiated by the Concord Free Public Library Corporation, Emerson Umbrella and CC@Play.

The Study Committee worked to devise a process that would allow greater transparency for the citizens of Concord and yet not be onerous for P3s. The objective was to involve citizens early in the process so they could be informed and participate. The Study Committee charge states in part that the Committee should “consider whether the Town should make a special effort to guarantee transparency, access to information, and public participation in either short-term public-private partnerships focused on a specific project or in long-term partnerships providing an ongoing service or creating an enduring relationship.”

The Study Committee strongly recommends that such an effort be made. While there are many legitimate reasons a private entity might choose to operate privately when reasonable, in accordance with its mission, ultimately a P3 is performing a governmental function and thus should provide the same kind of public access that a purely public enterprise would be legally obligated to provide. “Transparency” has perhaps become a cliché, but it represents a desire for openness to public input and public scrutiny without which public trust will inevitably be lost.

Key Participants

There are five key participants in the P3 process.

Town Manager's Office

The Town Manager's office (TM) is the gatekeeper for most P3 partnerships. A partnership can be initiated by a citizen, a private entity, a town meeting article, or the Town Manager's office. Typically, a P3 is initiated by a private entity, although there have been examples, such as the Ball's Hill land acquisition, where the Town Manager initiated the conversation with a private entity.

The Town Manager or his designee will determine if the proposed relationship meets the definition and criteria of a P3 and will decide if the proposal should be forwarded to the P3 Committee. The P3 Committee will evaluate the proposal and suggest guidelines and conditions which the Town Manager will then incorporate into a Memorandum of Understanding (MOU). Once the draft MOU is completed, the Committee will review the MOU prior to forwarding it, together with its recommendations, to the Select Board for a determination whether the proposal should move forward.

The Study Committee suggests that the Town Manager should forward a P3 proposal to the committee if the total cost of the proposed project exceeds \$150,000 or the duration of the project is expected to exceed one year.

Town Staff Person

The staff person designated by the Town Manager will provide administrative support to the P3 Committee and will coordinate with town departments to provide input to the Committee. This person will be knowledgeable about P3 policies and criteria. The staff person will maintain a document file for all P3 projects, adding relevant documents to the Town website.

The Study Committee recognized that there is a cost to the town in staffing the P3 Committee. It is important that the community understand that P3's are not free – there is a cost to insuring that the outcome is a benefit to both the public and the private entity.

P3 Committee

The Committee will be responsible for evaluating the potential P3 and making a recommendation to the Select Board to approve or deny the public private partnership and monitoring ongoing P3s .

The P3 Committee is composed of five members who will serve three-year staggered terms.

- 1 representative from the most recent Comprehensive Long Range Plan Committee
- 1 representative from the Schools—K-8 or Regional School Committee
- 3 members-at-large appointed by the Select Board
- A liaison from the Finance Committee

All P3 Committee meetings are open to the public and minutes are taken in conformance with the state Open Meeting Law. The Committee reviews all new P3 proposals and may hold a public hearing to explain

the project and receive public comment. Information gathered from the review process is forwarded to the Town Manager for inclusion in a Memorandum of Understanding (MOU) and is the basis for making a recommendation to the Select Board. The Committee may also review a list of gifts made to the Town and may also elect to review the impact expired P3s have had on current Town operations and finances.

The P3 Committee is also responsible for monitoring each active P3 project, making sure the project meets the milestones outlined in the MOU. The Committee also conducts an annual review of each ongoing P3 to ensure it conforms to the MOU and to consider any changes to the scope of work. Additional meetings could be scheduled as needed to consider questions or issues about existing P3 projects.

P3s in existence at the time of this report should be scheduled into the annual monitoring process. As part of this process, if no conforming MOU exists, one should be created.

The P3 Committee would report to the Select Board on the status of existing P3s and alert the Board to any problems that could require future action.

Private Partner

The Private Partner is typically an organization that can be a non-profit or a for-profit entity. The private partner can have its own board of directors and is not bound by public meeting requirements. The private partner may have a lease or some other type of legal agreement with the town.

Select Board

The Select Board is responsible for determining if a specific Public-Private Partnership should be created. They will receive a report and a copy of the Memorandum of Understanding developed by the Town Manager and the P3 Committee for each new partnership. They will then vote to approve or deny the partnership. The Select Board will also assist with transitioning of existing P3s into this new process.

Memorandum of Understanding

In its research, the Study Committee found that in many cases the details of the agreement between the public and private entities can be difficult to determine. It became clear that good practice requires that such agreements be made explicit and recorded carefully, to the benefit of all parties.

The Study Committee recommends strongly that in addition to any contract or lease with the Town, each P3 should be governed by a Memorandum of Understanding (MOU). MOUs should outline specific requirements that must be met by the private organization. To the greatest extent possible, MOUs should be written in language that is clear and understandable to a layman. MOUs should describe the nature of the project/partnership with regard to a number of key elements.

1. The MOU should clearly describe all costs and revenues to both the Town and the private entity. This should include: costs of the initial project, ongoing operating expense (including labor), any projected long term maintenance expenses, any required town services, any capital replacement costs, and any other burdens on Town resources. The MOU should further describe the anticipated sources of revenue—pri-

vate donations and taxpayer funds, including any Community Preservation Act grants. If taxpayer funds are needed, it may be appropriate for the MOU to require explicit Town Meeting approval of those funds.

2. The MOU should clearly set out the impact on the Town. This should include a statement of how the proposal aligns with town goals and needs, how it will affect other town activities, and how it will benefit the town character. This statement should include estimates of the number of residents, households, and businesses affected both by the project work and by the completed project. Any connection with the Town's Comprehensive Long Range Plan should be identified, and any conflict with that plan should be explicitly justified.
3. The project schedule should be described in the MOU. For larger (more expensive) projects and projects of longer duration, the MOU should set out measurable milestones and a timeframe for completion. Milestones should exist for both project goals (i.e. construction targets) and fundraising. The MOU should clearly describe contingency plans in case milestones are not met. These contingencies may include minor extensions (subject to continued oversight), renegotiation of the agreement, and termination of the partnership.
4. The MOU should commit the P3 to regular public review by the P3 committee. For an ongoing partnership, such review should be at least annual. Reviews of specific projects may be conducted on a cyclical basis (i.e. quarterly), at specific milestones, or as desired by the Committee. For example, the MOU might commit the P3 to quarterly review, to review at specified milestones (i.e. 25% and 75% design points), AND to review when such review seems necessary to the committee.
5. The items on this list are a minimum suggestion. Other requirements may be imposed by the P3 committee as it sees fit.

The Study Committee recognizes that P3s already in existence at the time of the adoption of this report may or may not already be governed by an MOU. It is envisioned that the above recommendations will eventually apply to all existing, as well as new P3s. Where P3 lease agreements and MOUs are already in place, the provisions therein would be included in a P3 MOU, which may – or may not – require enhancements to cover all the topics recommended above. It is not envisioned that every minor change to a lease or rental agreement will require a review by the P3 committee prior to approval.

School Connection

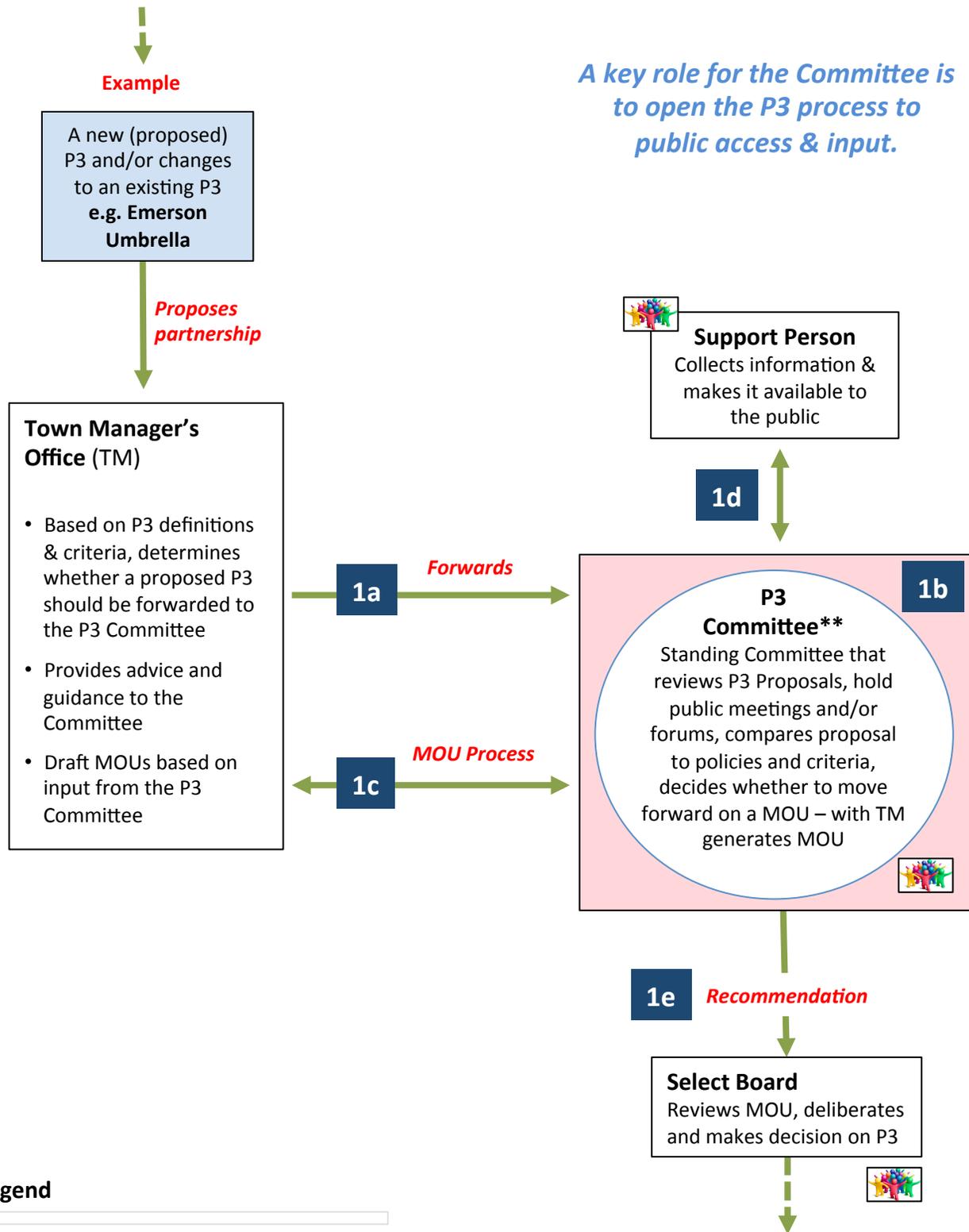
The P3 Study Committee has discussed and deliberated on the benefits of including Concord Schools—both K-8 Concord schools and the Concord-Carlisle Regional High School—in its recommended procedures. The Study Committee agreed that the Town of Concord and the Concord schools would benefit by having a common process for approval of new projects as well as monitoring of current and ongoing projects.

It is the consensus of the P3 Study Committee that the Concord Public Schools—K-8—and Concord-Carlisle Regional School District participate in a common process involving the Town P3 Committee for approval and monitoring of public-private partnerships.

Conclusion

The Study Committee devoted many hours considering a wide range of questions. Ultimately the committee determined that P3s in Concord should be addressed in a more consistent fashion, designed to increase the opportunities for public participation without becoming too burdensome on the generosity of the private partner. The Study Committee believes that the process and structures outlined in this report have the greatest likelihood of achieving the goals of consistency and openness while remaining cognizant that the operation of a private entity is not normally subject to public scrutiny. Just as the Town Governance Study Committee recommended creation of an Audit Committee, which includes town and school representatives, we hope this proposal will be adopted whenever a partnership is created between private organizations and the Town.

Chart 1 -- Evaluating P3s



A key role for the Committee is to open the P3 process to public access & input.

Legend

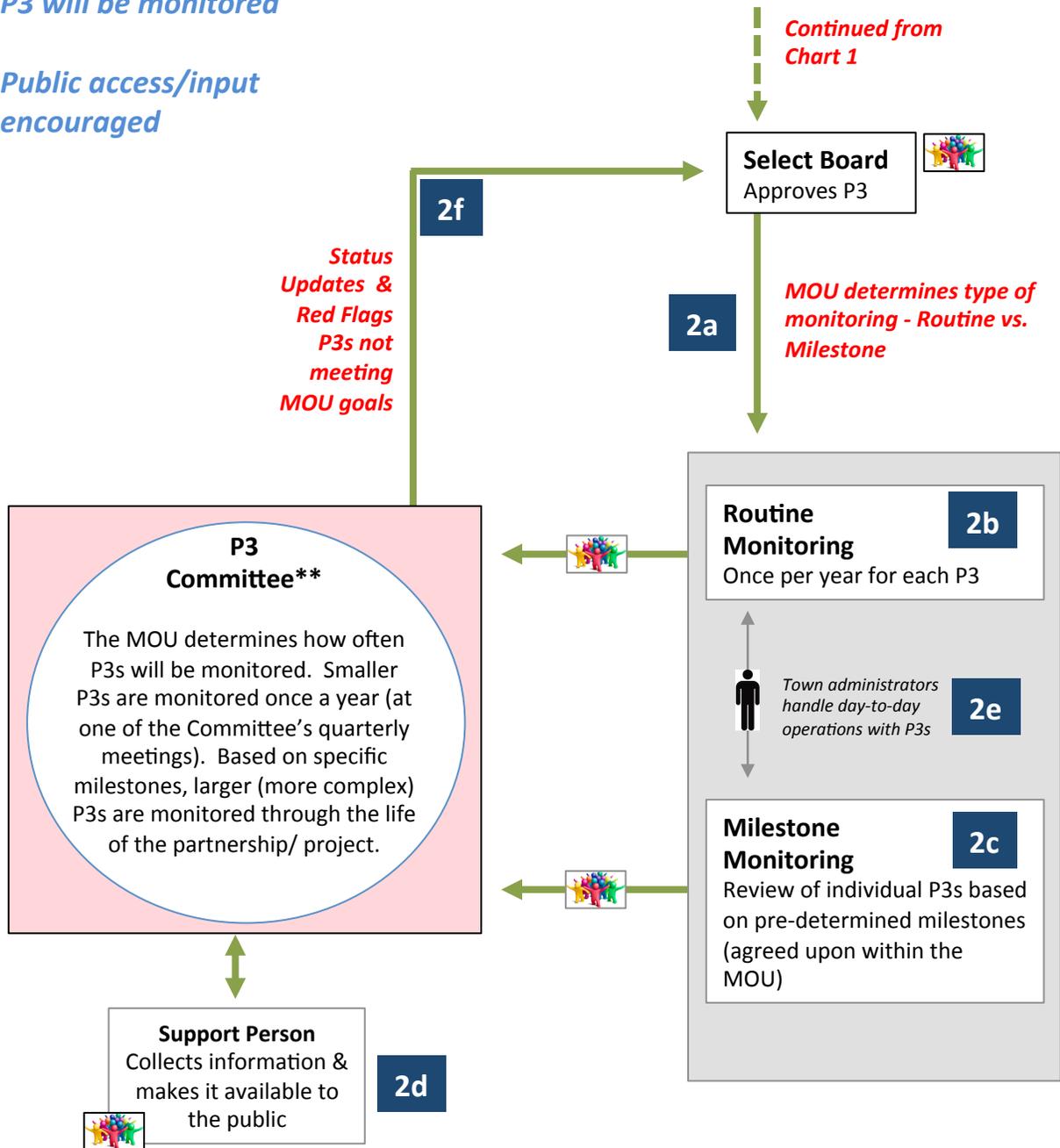
** Members Include 1 Long Term Strategic Plan member, 1 School Committee member, 3 residents, and 1 FinCom Liaison

Meetings open to the public and subject to Open Meeting Laws and/or information made available to the public

Chart 2 -- Monitoring P3s

The MOU determines when a P3 will be monitored

Public access/input encouraged



Legend

** Members Include 1 Long Term Strategic Plan member, 1 School Committee member, 3 residents, and 1 FinCom Liaison

Meetings open to the public and subject to Open Meeting Laws and/or information made available to the public

Narrative for the Diagrams

Note that:

- Chart 1 shows the evaluation process for new and existing P3s.
- Chart 2 shows the process by which the Committee monitors existing P3s.

P3 Process – Evaluating P3s (Chart 1)

The following icon in **Chart 1** shows where the public has access to Committee meetings and P3 related documents.



As shown by **Chart 1 – 1a**, the Town Manager’s office starts the evaluation process by determining which proposals should be forwarded to the Committee. Smaller proposals that don’t meet P3 criteria, will remain within the purview of the Town Manager’s office.

If the Town Manager refers the proposal to the P3 Committee, the Committee will then review the proposal to determine whether it meets P3 policies and criteria and whether it is a good fit for the Town (Refer to **Chart 1 – 1b**). With the approval of the Committee to move the proposal forward, the Town Manager’s office drafts an MOU in collaboration with the Committee and negotiation with the private entity.

Chart 1-1c The MOU is drafted, based on the recommendations in the MOU section of the report

Chart 1-1d shows the role of the Support Person during the Evaluation process. For more information, please refer to the section detailing the Support Person’s responsibilities.

The Committee makes a recommendation to the Select Board on whether to accept or reject a P3 proposal. The decision to accept or reject a P3 resides with the Select Board. If the Committee recommends that the Select Board accept the P3 proposal, then it provides the MOU agreement between the Town and the private entity. (**Refer to Chart 1-1e**).

P3 Process – Monitoring P3s (Chart 2)

Please note that the following icon in **Chart 2** shows where the public has access to Committee meetings and P3 related documents.



With the Select Board's approval of a P3, the Committee assumes the role of overseeing the project. The MOU determines the frequency with which the P3 will be reviewed by the Committee. Note that in all cases it is anticipated that ongoing P3s will be reviewed at least annually (**Refer to Chart 2-2a**).

It should be noted that the day-to-day relationship with the partnership would remain with Town staff (Refer to **Chart 2-2e**). While not shown on Chart 2, the Town Manager's Office will alert the Committee of any P3 seeking to change its MOU. Such an action would trigger a new evaluation process, as outlined in **Chart 1**.

The Committee will review smaller (simpler) P3s annually during one of its quarterly review meetings (Refer to **Chart 2-2b, Routine Monitoring**).

For larger (more complex) P3s, the Committee is likely to review them several times over the life of the partnership (**Refer to Chart 2-2c, Milestone Monitoring**). Reviews are based on milestones identified by the MOU. For example, a construction related P3 might have several open meeting reviews when 25 % is completed and 50% is completed.

Chart 2-2d shows the role of the Support Person in the Monitoring process. For more information, please refer to the section detailing the Support Person's responsibilities.

During the monitoring process, the P3 Committee will provide the Select Board with a status update on the partnerships and will red flag any P3s that are not meeting the requirements outlined by the MOU and would thus require further action by the Board (Refer to **Chart 2-2f**).

Appendix 2 - Useful links

League of Women Voters "Best Practices" position paper:

<http://lww.org/content/strategies-best-practice>

League of Women Voters "Privatization Policy Debate"

<http://lww.org/content/privatization-public-policy-debate>

National Council for Public-Private Partnerships "7 Keys to Success"

<http://www.ncppp.org/ppp-basics/7-keys/>

EXHIBIT B

To the Concord Select Board
February 6, 2017

Thank you for giving the P3 Study Committee the opportunity to clarify some sections of the Committee's report surrounding public participation and dialogue, the process for new and existing P3 relationships, creation of a standing committee, MOUs, and the responsibilities of the Select Board and Town Manager relating to P3s.

The P3 Study Committee's charge stated:

"It has been noted in recent times, however, that the interests of private donors and issue specific advocates may sometimes not be in complete alignment with the public interest, particularly in the areas of openness and transparency in decision-making, access to documents and information and public involvement in decision-making. When a private entity is making decisions for itself, the public has no right of access to information and no right to observe its decision-making process. But when private parties are making decisions concerning the construction of a new public facility or the use and management of public property, there is a disconnect between the public's rights and the rights of private parties to make decisions. The result can be less openness and reduced public participation and therefore a loss of public trust in the decisions that have been made."

The P3 Study committee responded to the Select Board's concerns and shaped its proposals so that, going forward, there will be appropriate public participation and trust in the decisions that affect new and ongoing public-private partnerships related to construction of a new public facility and the use or management of public property.

One area of concern expressed by the Select Board at the January 23 meeting was the P3 Committee's recommendation that there be a new P3 Standing Committee.

As our committee deliberated our charge and held two well-attended Public Hearings, the idea of a Standing Committee began to emerge as the proper vehicle for achieving the goals of public participation and monitoring P3 relationships. (Incidentally, we have learned that other communities, for example, Cambridge, have created similar committees to work with partnerships). At first this seemed like a lot of overhead for not very much return. But then we realized that *without* a standing committee, it's very difficult to build true openness into the process. The goal of our committee—and, we believe the goal of the Select Board in charging us with this task of finding a way for "public participation"—requires that there be a process for such participation. Our P3 Study Committee makes such a recommendation in order to assist the Select Board and not in any way limit or reduce its power or judgment. Such a Standing Committee would work with the Select Board to provide opportunities for public education and dialogue, thus fulfilling one of the goals of our charge.

1. The Standing Committee would work with the Select Board to facilitate public participation in the initial stages of a new Public Private Partnership.

2. The Committee would be responsible for providing a forum for public participation in existing partnerships, including drafting a project agreement.
3. The Committee would also ensure the Town website provides the public with current information about all P3s.

Such a committee would be appointed by the Select Board or the Select Board and the Town Manager and would serve for a length of time agreed upon by the Select Board. This is how we see this early stage of a potential P3 working:

1. The Town Manager is the gate keeper where the process begins.
2. The P3 Committee considers new P3 proposals and reviews existing P3s and organizes public participation. It is an advisory committee only.
3. The Select Board is the ultimate authority in deciding whether to move ahead with a new P3 relationship or not.

A second area of concern to the Select Board was the issue of Memoranda of Understanding (MOUs). For that reason and in the interest of clarity, we suggest that the term MOU be replaced with the term "Project Agreement" which would describe the scope of the project (including its financing), a timeline, and the expectations of both Public as well as the Private partners. Our committee leaves it to the judgment of the Select Board and the Town Manager as to the details of such a Project Agreement. But we urge that the agreement be reviewed by the Standing Committee on a regular basis and a new agreement be drawn up by the Town Manager and/or the Select Board when any of the conditions change.

Finally, at our January 23 meeting with the Select Board there was very little discussion of existing Public Private Partnerships making decisions concerning the construction of a new public facility or the use and management of public property. It is of equal, and perhaps even more importance in terms of openness and public dialogue and education, that a Standing Public Private Partnership Committee provides a place for the public to participate. It is also critical to have a committee that can keep track of project changes by asking for annual reviews.

Our committee made a distinction between partnerships dealing with projects of \$150,000 and/or over a year or more in length and smaller, more specific projects which do not fit those criteria. For your assistance, we have included a list of known, current Public/Private Partnerships which seem to fit these definitions.

Again, we thank you for the opportunity to assist in finding ways to help educate and involve Concord citizens, and to assist in continuing Concord's record of successful Public Private Partnerships.

Respectfully,

Public Private Partnership Study Committee

EXHIBIT C

Current Concord Public Private Partnerships

PPT Title	Public Entity	Private Entity	Public Benefit
Beede Center	-	Beede Center	Swimming & Other Activities
Center for Restorative Justice	Police	C4RJ - Center for Restorative Justice	Restorative Justice
CC Youth Baseball		CC Youth Baseball	Donates funds annually in exch for use of fields
Visitors Center		Chamber of Commerce	Visitors Information Center
Sidewalk Renovation		Concord Academy	Donated funds for sidewalk in front of school
CCHS fields renovations Phase I	Regional School District	Concord Carlisle at Play	CC Athletic Fields & Facilities
CCHS fields renovations Phase II	Regional School District	Concord Carlisle at Play	CC Athletic Fields & Facilities
CC Athletic Fields & Facilities	Regional School District	Concord Carlisle at Play	High School Athletic Facilities
Concord Children's Center		Concord Children's Center (Harvey Wheeler)	Pre-school, child care services
Concord Children's Center		Concord Children's Center (Ripley)	Pre-school services
Concord Library		Concord Free Public Library Corporation	Library Services
Concord Housing Development Corp		Concord Housing Development Corp	Affordable Housing Promotion
Concord Land Conservation Trust		Concord Land Conservation Trust	Open Space Preservation
Concord Friends of the Aging	Council on Aging	Concord Friends of the Aging	
Domestic Violence Prevention	Police	DVAP -???	Domestic Violence Prevention

Emerson Umbrella		Emerson Umbrella	Historic Preservation
FOPAC (51 Walden)		FOPAC (51 Walden)	Historic Preservation
Friends of Bruce Freeman Rail Trail		Friends of Bruce Freeman Rail Trail	
CCHS Playing Fields - Doug White - Lease		Friends of CC Fields (Doug White Fields)	Athletic facilities
CCHS Playing Fields - Doug White - Replacement		Friends of CC Fields (Doug White Fields)	
CCHS Playing Fields - Doug White - Maintenance		Friends of CC Fields (Doug White Fields)	Donate funds annually for fields maintenance in exchange for use of fields
CCHS Playing Fields - Doug White - Installation		Friends of CC Fields (Doug White Fields)	
Harrington House tenant		Harrington House tenant	Historic Preservation
Holy Family Church		Holy Family Church	Shared parking in Villages
Lions Club		Lions Club	Donated funds to support police & fire depts
Marshall Farm / Barrett Farm tenants		Marshall Farm / Barrett Farm tenants	Promotion of Agriculture
Middlesex School		Middlesex School	Donated funds to resurface track in exchange for use
Open Table		Open Table	Food for the needy
Regional Housing Services Office (141 Keys)		Regional Housing Services Office (141 Keys)	Affordable Housing Promotion
Rotary Club of Concord -- Various		Rotary Club of Concord	Donated funds for War Memorial, Monument Sq beautification, equipment for police/fire
Various farmers		Various farmers	Promotion of Agriculture
Town House and West Concord Center Gardens	Concord Public Works	Garden Club of Concord	Public Gardens
Hanging Baskets and Five Public Gardens in West Concord Center	Concord Public Works	West Concord Green Thumbs	Public Gardens and Beautification

Select Board Policies Regarding Public Private Partnerships

For all new proposed partnerships:

- All P3s involving the Town, Town property and/or other Town assets must originate with the Town Manager.
- The Select Board will hold a public meeting for any new Public Private Partnership over \$150,000 to help ensure that the public is aware of the proposed partnership.
- The Town will develop and maintain a website where information about all public private partnerships within the jurisdiction of the Town will be made available to the public.
- Before the Select Board or the Town Manager will take any action to approve a partnership the following must take place:
 1. Material associated with the proposed partnership as well as a project description shall be posted on the Town's website.
 2. The Select Board will determine what other methods will be used to help ensure that the public is aware of the proposed partnership.
 3. There will be a ten-day comment period associated with every proposed public private partnership.
 4. A memorandum on understanding between the Town and the private organization to which it would partner shall be drafted. It shall be kept as a draft throughout the process of deliberation about the partnership. A more detailed description of the content of said MOU is contained in Appendix A.
 5. If the partnership is approved by the Select Board, the Town Manager or by Town Meeting, the signed MOU shall become a permanent part of the record.
 6. In approving a partnership, the Select Board, Town Manager or Town Meeting shall also determine a specific timetable for the future review of the partnership.

For existing partnerships:

- The Town Manager or his designated representative shall develop a schedule to review all public private partnerships.
- Partnerships deemed by the Town Manager to be have been significant – involving \$150,000 or that have lasted for over a year – shall be reviewed by the Select Board according to the schedule developed by the Town Manager.

- A designated representative of the Town Manager shall review all other partnerships, according to the above-mentioned schedule.
- On an annual basis the Town Manager will provide a summary of the review of all existing partnerships at a public meeting held by the Select Board.

Partnerships within the Town but not under the jurisdiction of the Town Manager and Select Board

- The Select Board and Town Manager will undertake to be aware of any proposed partnerships within the Town that may not be under their jurisdiction.
- The Select Board and Town Manager will endeavor, when aware of such a proposed partnerships, to ensure that they are brought to the attention of the citizens through the Town's website and by other means that may be useful.
- The Select Board will work with other jurisdictions in Town to encourage the adoption of similar policies regarding public private partnerships within these jurisdictions.

EXHIBIT E

	Partnership identified by PPP committee	Town department lead, if any Select Board	Private Entity Concord Housing Development Corp	Current or future partnership over \$150K or longer than one year?	PPP Policy Applicability	Public Benefit affordable housing	documented?	Status	comments
11	Concord Housing Development Corp		Concord Housing Development Corp	yes	yes	affordable housing	no	current	this relationship is not governed by a partnership agreement but by the charter of the CHDC
28	Regional Housing Services Office	DPLM	Regional Housing Services Office	yes	yes	affordable housing	yes	current	
	Concord Land Conservation Trust	DPLM	Concord Land Conservation Trust				yes	current	various forms of MOUs for various sites in Concord
12				yes	yes	agriculture and natural resources			
25	Marshall Farm / Barrett Farm tenants	Facilities Dept.	Marshall Farm / Barrett Farm tenants	yes	yes	agriculture and natural resources	yes	current	
3A		NRC		yes	yes	agriculture and natural resources	yes	current	
4A	Ammendolia/East Quarter	NRC		yes	yes	agriculture and natural resources	yes	current	
5A	Burke Farm	NRC	Eric Nelson	yes	yes	agriculture and natural resources	yes	current	
6A	Harrington Park	NRC	Marshall Farm	yes	yes	agriculture and natural resources	yes	current	
7A	Kaveski Farm	NRC	Cupp & Son, LLC	yes	yes	agriculture and natural resources	yes	current	
8A	Marshall West	NRC	Marshall Farm	yes	yes	agriculture and natural resources	yes	current	
9A	Mattison Field (Main)	NRC	Cupp & Son, LLC	yes	yes	agriculture and natural resources	yes	current	
10A	Mattison Field (North)	NRC	Verrill Farms LLC	yes	yes	agriculture and natural resources	yes	current	
11A	McGrath Farm (refer to Farmstead lease)	NRC	Barretts Mill Farm	yes	yes	agriculture and natural resources	yes	current	
12A	McGrath Farm	NRC	Barretts Mill Farm	yes	yes	agriculture and natural resources	yes	current	
13A	McGrath Farm	NRC	Barretts Mill Farm	yes	yes	agriculture and natural resources	yes	current	
14A	McGrath Farm	NRC	Hutchins Farm	yes	yes	agriculture and natural resources	yes	current	
15A	McGrath Farm (1 acre)	NRC	Michael McGrath	yes	yes	agriculture and natural resources	yes	current	
16A	McHugh Farm	NRC	Bill Kenney	yes	yes	agriculture and natural resources	yes	current	
17A	Peter Spring Farm, Hutchins Farm	NRC	Hutchins Farm	yes	yes	agriculture and natural resources	yes	current	
18A	Rogers/Marshall Farm	NRC	Marshall Farm	yes	yes	agriculture and natural resources	yes	current	
	Thoreau Birthplace Farm land		Gaining Ground, Inc.						

	Partnership identified by PPP committee	Town department lead, if any	Private Entity	Current or future partnership over \$150K or longer than one year?	PPP Policy Applicability	Public Benefit	documented?	Status	comments
19A		NRC		yes	yes	agriculture and natural resources	yes	current	
	Willow Guzzle		Verrill Farms						
20A		NRC		yes	yes	agriculture and natural resources	yes	current	
2A	Michael McGrath Stop and Shop Parking Spots	DLPM, TMO, CPD	individual The Stop & Shop Supermarket Compar	yes	yes	economic vitality	yes	current	expanding parking options for public transportation
27	Open Table	TMO	Open Table	no	yes	food scarcity	no	current	Regular dialogue; verbal agrmt. Btw Town & Group for 105 Everett
29	Rotary Club of Concord -- Various	TMO	Rotary Club of Concord	yes	yes	Historic Preservation	no	current	Donated funds for War Memorial, Monument Sq beautification, equipment for police/fire
16	FOPAC (51 Walden)	TMO	FOPAC (51 Walden)	yes	yes	Historic Preservation	yes	current	
22	Harrington House tenant	Deputy Town Manager; NRC	Harrington House tenant	no	yes	Historic Preservation	yes	current	Historical Commission is responsible for the house. Natural Resources Commission has responsibility for the open space. TMO is responsible for the Lease Agreement - ends 7/2021
8	Concord Children's Center	TMO	Concord Children's Center (Harvey Wheeler)	yes	yes	human services: child care services	yes	current	Lease Agreement - ends 7/2021
9	Concord Children's Center	TMO	Concord Children's Center (Ripley)	yes	yes	human services: child care services	yes	current	Lease Agreement - ends 1/2022
10	Concord Library	Library	Concord Free Public Library Corporation	yes	yes	Library Services	yes	current	
24	Lions Club	TMO	Lions Club	yes	yes	Police and Fire boosters	no	current	
15	Emerson Umbrella	TMO	Emerson Umbrella	yes	yes	public art	yes	current	Lease extended 30 years in 2018; TM vote in ATM 18 to allow TM to sign a lease longer than 10-years.
5	Sidewalk Renovation	Public Works	Concord Academy	yes	yes	public works	no	current	In about 2014/2015, Concord Academy contributed a total of \$93,849 towards a CPW pedestrian improvement project in the vicinity of the academy. The project was completed leaving a balance of \$15,608.23 in the gift account. Concord Academy is currently planning another project that includes sidewalk reconstruction and has requested Town participation.
31	Town House and West Concord Center Gardens	Public Works	Garden Club of Concord	yes	yes	public works	no	current	CPW coordinates with members of the West Concord Green Thumbs seasonally to review maintenance programs and initiatives related to the beautification of open space in West Concord. WCGT provide organized clean up and maintenance events in Junction Park and Mandrioli Park.
32	Hanging Baskets and Five Public Gardens in West Concord Center	Public Works	West Concord Green Thumbs	yes	yes	public works	no	current	CPW and WCGT work closely on planning and installing hanging flower baskets in West Concord each spring. No fixed funding for services and materials identified.
21A	Friends of Sleepy Hollow Cemetery	Public Works	Friends of Sleepy Hollow Cemetery	yes	yes	public works	no	current	Friends of Sleepy Hollow Cemetery is a non-profit organization who works closely with the Cemetery Committee and CPW to promote and support initiatives involving the Town's cemeteries. The Friends of Sleepy Hollow receive donations and provide funding for various projects, which enhance cemetery grounds.
23A	Business Recycling Day	Public Works	Various Bussinesses	yes	yes	public works	no	current	Likely no formal agreement with value not the trigger but definitely multi-year partnership.
24A	Drop off Swap Off	Public Works	REUSE IT	yes	yes	public works	no	current	The Solid Waste Division partners with area businesses and the chamber of Commerce to host a electronics, univeral waste and paper shredding recycling event open to local businesses in the fall and spring. Businesses cover the cost to recycle items at the event. General funding from outside sources is not collected.
25A	CPA grant - Drinking Founains for Six	Public Works	Concord on Tap	yes	yes	public works	no	current	Water and Sewer Division partnerned with Concord on Tap and recived CPA funding to install "Drinking Fountains for Six Conord Playing Fields." One fountain remaining to be installed. Total project budget \$66,000.
26	Middlesex School	TMO	Middlesex School	no	yes	recreation	no	current	unknown Formal letter provided to the Town; SB Voted to accept gift; matching funds voted upon at Town Meeting FY19; Donated funds to resurface track in exchange for use

Partnership identified by PPP committee	Town department lead, if any	Private Entity	Current or future partnership over \$150K or longer than one year?	PPP Policy Applicability	Public Benefit	documented?	Status	comments	
1	Beede Center	Recreation Dept.	C.C. Pools, Inc., Dane Brady & Haydon, LLP	yes	yes	Recreation	yes	current	This Deed is one part of a suite of five documents that represents the Beede Center including: (ii) Intergovernmental Agreement between Town of Concord and CCHS School District, (iii) Gift Agreement between Town of Concord and Dane Brady & Haydon, LLP, (iv) Ground Lease between Dane Brady & Haydon, LLP and Town of Concord, (v) Operating Agreement between Town of Concord, and Dane Brady & Haydon, LLP.
3	CC Youth Baseball	Recreation & Hwy. & Grounds	CC Youth Baseball	yes	yes	Recreation	yes	current	CPW works closely with members of the CCYB board to discuss the planning and maintenance needs of the Town's baseball and softball fields to support organized youth baseball/softball programs seasonally. CCYB provides an annual donation of \$7,500 to support the operations and maintenance of the Ripley Baseball Field Complex. In addition, CCYB also donates funding for materials, equipment, and capital improvements to support baseball and softball field operations. with value likely not trigger but definitely multi-year partnership.
17	Friends of Bruce Freeman Rail Trail	DPLM	Friends of Bruce Freeman Rail Trail	yes	yes	recreation	yes	current	
18	CCHS Playing Fields - Doug White - Lease	School District	Friends of CC Fields (Doug White Fields)	yes	yes	Recreation	yes	current	
19	CCHS Playing Fields - Doug White - Replacement	Recreation	Friends of CC Fields (Doug White Fields)	yes	yes	Recreation	yes	current	
20	CCHS Playing Fields - Doug White - Maintenance	Recreation	Friends of CC Fields (Doug White Fields)	yes	yes	Recreation	yes	current	Friends of Concord Carlisle provides annual funding of \$50,000 to support the maintenance and operations of the Doug White artificial turf field.
22A	Friends of CC Youth Soccer	Public Works	Friends of CC Youth Soccer	yes	yes	recreation	no	current	CPW works closely with members of the CCYS board to discuss the planning and maintenance needs of the Town's grass turf fields to support organized youth soccer programs seasonally. CCYS will also donates funding for items such as soccer goals and soccer nets.
13	Concord Friends of the Aging	COA	Concord Friends of the Aging	no	no	Concord seniors economic vitality	no	not in effect	CFOA's actions are governed by its charter and operating agreement.
4	Visitors Center	TMO	Chamber of Commerce	no	no	human service: domestic violence prevention	yes	not in effect	Visitor Center transferred to the Town
14	Domestic Violence Prevention	Police Dept.	Domestic Violence Service Network	no	no	human services: restorative justice	no	not in effect	space no longer used at CPD due to COVID
2	Center for Restorative Justice	Police Dept.	C4RJ - Center for Restorative Justice	no	no	human services: restorative justice	no	not in effect	
1A	Communities for Restorative Justice	Police Dept.	Communities for Restorative Justice	no	no	human services: restorative justice	no	not in effect	space no longer used at CPD due to COVID
6	CCHS fields renovations Phase I	School District	Concord Carlisle at Play	no	no	Recreation	yes	not in effect	completed
7	CCHS fields renovations Phase II	School District	Concord Carlisle at Play	no	no	Recreation	yes	not in effect	completed
21	CCHS Playing Fields - Doug White - Installation	Recreation	Friends of CC Fields (Doug White Fields)	yes	no	Recreation	yes	not in effect	project completed



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January 31, 2021

To: John Mangiaratti, Sarah Stanton, Stephen Crane, James Malloy, Timothy Higgins, Greg Johnson, Henry Hayes, Louise Miller, Leon Gaumond, Janet Adachi, Kristen Guichard, Robert Hummel, Alyssa Sandoval, Marcia Rasmussen, Heather Gill, Lee Smith, Carol Kowalski, Amanda Loomis, Paula Vaughn, Megan Zammuto, Adam Duchesneau, Cynthia Howe, Sarkis Sarkisian, Imai Aiu, Sarah Rhatigan

CC: Jody Kablack, Lara Plaskon, Liz Valenta

From: Elizabeth Rust

RE: Regional Housing Services Office – FY21 Q2, Status Report

This is the FY21 status report for activity from 10/1/20 through 12/31/20 (FY21 Q2) for Regional Housing Services Office, the inter-municipal collaboration between the nine towns of Acton, Bedford, Concord, Lexington, Lincoln, Maynard, Sudbury, Wayland and Weston. Please let me know if you have any comments or questions.

RHSO Administration:

We continue the RHSO work in the pandemic semi-shut down. We staff the office 2-3 days a week, continuing remote working, and meetings of all kinds through ZOOM. All efforts on the workplan continue, with minor adjustments as needed.

The RHSO IMA covering the FY21 – FY23 period, was signed by all communities, effective 10/1/20, and all membership fees have been received. Acton, Maynard, Lincoln and Weston have incurred supplemental hours, and sent all accompanying invoices.

From the staffing perspective, contracts with the RHSO Consultants are complete. Plans to hire a 5th RHSO staff was deferred for this fiscal year due to on boarding difficulties in COVID times.

The Advisory committee met in December, and reviewed continued resources available during COVID, RHSO programs including emergency rental and mortgage assistance, continued stay of rent increases during the state of emergency, and the RHSO FY22 budget. The Advisory committee will meet again in March.

Regional Activities:

Regional activities provide general housing resources, including trainings, reports, information and the website.

The RHSO is responding to COVID-19 in this fluid and changing environment and implemented Emergency Rental and Mortgage Assistance Programs. There are Emergency Rental Assistance implemented in over 80 Massachusetts communities, and MHP has published its collection of information.

<https://www.housingtoolbox.org/covid-19-resources/emergency-rental-assistance-era-program-database>

Based on the ERAP efforts, we presented at the MMA Human Services Council.

The RHSO ERAP program is active in Acton, Bedford, Maynard, Sudbury and Weston – details below. The averages across all applicants show that the households are relatively low income with a 34% reduction in income due to COVID, averaging a change of income from \$56,000 to \$38,000. Positions range from restaurant, retail, healthcare, education and people who felt they were high-risk and left work.

In November, we implemented a mortgage assistance program with Acton and Maynard, using CARES Act funds, as DOR has opined that mortgage assistance is not eligible for CPA funds. The programs closed on 12/31, and will reopen in February to utilize the unspent CARES ACT funds.



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	Rental Assistance (ERAP)			Mortgage Assistance (MAP)		
	FUNDING SOURCE	AMOUNT ALLOCATED	HOUSEHOLDS ASSISTED	AMOUNT COMMITTED	HOUSEHOLDS ASSISTED	AMOUNT COMMITTED
Acton	CARES Act	\$100,000	37	\$83,900	7	\$14,460
Bedford	MAHT	\$40,000	7	\$15,350		
Maynard	MAHT/CPC	\$70,000	13	\$43,400	4	\$8,085
Sudbury	MAHT	\$39,000	8	\$29,600		
Weston	MAHT/CPC	\$100,000	5	\$11,400		
	TOTAL	\$349,000	70	\$183,650	11	\$22,545

SHI, 40B Safe Harbor and Inventory Administration

Managing the SHI inventory is a key component of the RHSO services provided. 1,191 units have been added to the Subsidized Housing Inventory for the member communities since they joined the RHSO and 160 so far in FY21.

	Housing Units, 2010 Census	SHI Tracking				FY21/FY22 Pipeline	40B Safe Harbor
		SHI Units	% Subsidized	+/- 10%	Added in FY21		
Acton	8,475	894	10.55%	47		Craftsman Village (2)	Yes - >10%, and HPP Certified to 8/9/22
Bedford	5,322	981	18.43%	449		Village at Bedford Woods (6)	Yes - >10%
Concord	6,852	721	10.52%	36		Junction Village (83), Gerow (1), 930 Main St (2)	Yes - >10%
Lexington	11,946	1,334	11.17%	140		Wright Farm (1), 186 Bedford St (13)	Yes - >10%
Lincoln	2,130	298	13.99%	85			Yes - >10%
Maynard	4,430	401	9.05%	-42		Coolidge (12), Old Bay Road (1)	Yes - HPP Certified to 9/21/21
Sudbury	5,921	669	11.30%	77			Yes - >10%
Wayland	4,957	330	6.66%	-166		Rivers Edge (218), Michael Road (1), Cascade (-30)	
Weston	3,952	331	8.38%	-65	160	Modera Weston (160)	Yes - HPP Certified to 11/23/22
total	53,985	5,959	11.04%	561	160		



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Monitoring:

The monitoring program is a core service of the RHSO with almost 5,800 units of SHI rental and ownership restricted housing across the communities.

Ownership Units: The ownership monitoring is well underway for FY21, with the following steps:

- Self-certifications to each owner, 3 mailings
 - Second mailing sent 1/12/21
- Review the registry of deeds, In process
- Review owner mailing address versus town database
- Review on-line sites for rentals
- Provide annual certification reports to DHCD in June
- Send quarterly Welcome Letters to new owners – 7 letters to date.

Resales: One of the primary responsibilities of the monitoring agent is to locate eligible buyers upon resale of deed restricted ownership units. This falls to the municipality for units in the LIP Program, 40B units where the town is the named agent, or other locally restricted units. FY20 saw an uptick in resales (6 units), and this trend is continuing strongly into FY21 with eight resales closed to date in FY21 (Acton, Bedford, Concord, Lincoln (2 units), Sudbury (2 units) and Weston), three units in process (Bedford, Concord, Lincoln), and inquiries from many owners.

The RHSO provides these resale services as part of its core monitoring efforts, and the town receives the resale fee (~\$4k ~\$5k) associated with the transaction. Municipalities can purchase additional hours if the work on resales extend past the contracted support level.

Rental Projects: The RHSO monitors Local Initiative Program (LIP) rental units and units funded with HOME funds on behalf on the member communities, as required by the funding Regulatory Agreements.

In general, the monitoring review includes:

1. Reviewing that the rents are calculated in accordance with the Regulatory Agreement.
2. Reviewing sample tenant files to ensure that tenant income is recertified using source documents according to the regulations
3. Verifying that tenants are selected in accordance with Fair Housing requirements and current Affirmative Fair Housing Marketing Plans (AFHMP) including advertising requirements.
4. Verification that the units are maintained in accordance with applicable standards.
5. Providing Town certification to DHCD, as required.
6. Follow-up during the year on compliance findings and recommendations.
7. Reviewing annual rent increase requests and recommending approvals.

The below table provides the detail schedule for the rental monitoring. There is some shift in schedule and scope due to COVID, including desk reviews in lieu of site visits. There is a moratorium of both rent increases and evictions, per DHCD guidance and rental re-certifications are slower and delayed.

1/26/21	FY21 Self-Declaration			
	Sent	Rec'd	Open	% rec'd
Acton	67	54	13	81%
Bedford	60	49	11	82%
Concord	73	59	14	81%
Lexington	32	27	5	84%
Lincoln	54	44	10	81%
Maynard	6	6	0	100%
Sudbury	36	31	5	86%
Wayland	37	26	11	70%
Weston	26	19	7	73%
<i>total</i>	<i>391</i>	<i>315</i>	<i>76</i>	<i>81%</i>



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	Town	LIP Rental Development Name	SHI units	Subsidy Program	FY21
1	Acton	Scattered sites (AHA)	8	LIP 40B	Q3
2	Acton	Inn at Robbins Brook	3	LIP-LAU	Q4
3	Bedford	Village at Concord Road	12	LIP 40B	Q2, In process
4	Bedford	20 Railroad	4	HOME	Q2, Complete
5	Bedford	Patriot Place	10	LIP 40B	Q2, In process
6	Bedford	Village at Taylor Pond	200	LIP-LAU	Q2, In process
7	Bedford	Bedford Village	96	CPA	Q3
8	Bedford	447 Concord Road	11	HOME	Q3
9	Concord	Concord Prescott	350	LIP 40B	Q3
10	Concord	Concord Park	16	Local	Q3
11	Concord	405 Old Bedford Road (CHA)	4	LIP LAU	Q2, Complete
12	Concord	Brookside Square	8	LIP-LAU	Q2, In process
13	Concord	Warner Woods	80	MH NEF	Q4
14	Concord	Thoreau St (CHA)	1	HOME	Q3
15	Concord	Peter Bulkeley (CHA)	4	HOME	Q3
16	Lexington	Avalon at Lexington Hills	97	LIP 40B	Q3, started
17	Lexington	Avalon Lexington	56	Local	Q3, started
18	Lexington	LexHAB Scattered Sites	48	various	Complete
19	Lexington	Pine Grove Village	3	HOME	Q2, Complete
20	Lexington	Keeler Farm	1	HOME	Q3
21	Lincoln	Commons	30	LIP 40B	Q4
22	Lincoln	Oriole Landing	60	LIP LAU	Q4
23	Maynard	Maynard Crossing, Vue	22	LIP LAU	Q4
24	Sudbury	Willis Lake (SHA)	1	LIP-LAU	Q3, In process
25	Sudbury	Avalon	250	LIP 40B	Q3
26	Sudbury	Coolidge (Phase1)	1	HOME	Q3
27	Wayland	Residences At Wayland Center	12	LIP-LAU	Q4
28	Weston	Church, Jones, Pine, Viles	6	LIP LAU	Q2, In process
29	Weston	Warren Ave	5	LIP 40B	Q2, In process
30	Weston	Merriam Village	5	LIP LAU	Under Review
			1404		

Town-Specific Monitoring

Other monitoring efforts include assisting residents with refinancing as well as maintaining the inventory with new projects, new owners, and other general updates.

In Acton: Recommended approval for refinances at Quail Ridge and Madison Place; worked with town on significant challenge to residency; received invoice from owner at Anthem Village on prior approved capital improvement.

In Bedford: Assisted with the permanent loan closing at 447 and revisions in the affordability matrix; assisted Habitat and the town with preparing the home at 4 Carter Way for resale.

In Concord: Started marketing another resale unit at Walden Street; prepared subordination for town mortgage at Elm Brook; recommended refinancing approval at Shaw Farm; worked with family member of a



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deceased owner of a restricted unit; assisted the CHA with the HUD Reposition project specifically regarding the affordable housing restriction.

In Lexington: Performed annual monitoring of LexHAB units; provided a template to collect capital needs assessment information in support of the Select Board goal.

In Lincoln: Worked with family member of a deceased owner of a restricted unit; started resale efforts for a unit at Battle Road Farm; recommended approval for refinancing of a unit at Battle Road Farm; reviewed loan documents for older BRF loans; prepared analysis on over-mortgaged restricted unit.

In Maynard: Worked with family member of a deceased owner of a restricted unit.

In Sudbury: Kept apprised of status with Habitat for deceased owner of a restricted unit; located an eligible purchaser for the resale unit at Village at County Road; recommended approval for two applicants for Frost Farm; prepared closing documents for unit at Grouse Hill.

In Wayland: No monitoring activities this period.

In Weston: No monitoring activities this period.

HOME Support:

The HOME support category assists participating HOME communities (Bedford, Concord, Lexington, Sudbury and Wayland) commit and expend their available Program funds, develop HOME funded programs, as well as completing their administrative requirements. To date, the RHSO has assisted the member communities commit ~\$2,000,000 since FY13.

In this reporting period the RHSO attended the quarterly HOME meeting in September, submitted the Annual Action Plan on behalf of the member communities, as well as:

- Analysis of Impediments: Assisted in the comment period for the final Analysis of Impediments to Fair Housing Choice, with review within each municipality.
- Bedford: The Ashby Place project, renovations in the community building, has completed construction and the final requisition and monitoring is upcoming. The Bedford Initial Rental Assistance Program (TBRA) is funded for FY21 for \$15,550.
- Concord: Continued the Environmental Review (ER) analysis for Christopher Heights at Junction Village specifically to complete the Section 106 notice to tribes with interests in Middlesex County. After months of notice with no response, we are proceeding with the public notice process. Once the ER is complete, then the Town can execute the funding commitment for the project.
- Lexington: Lexington has \$30,040 of FY21 funds available.
- Sudbury: Coolidge II HOME project has completed construction, and occupancy is starting.
- Wayland: Wayland Initial Rental Assistance Program (TBRA) is funded for FY21 for \$8,280.

Local Support:

The local support category enables each municipality to have some amount of hours to support priority items that are not covered under other service categories. The following local support activities were performed for each community in this reporting period:

Acton: Reviewing 184 Main St final plans and sales prices; continued monthly meetings with town and reviewed HPP goals and strategies; continued administration of ERAP with review of new and renewed



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applicants, and submission of monthly rent invoices; implemented Mortgage Assistance Program, reviewed applicants and presented approvals for payment to the town; and supported the ACHC by attending meetings, taking minutes, and following up as appropriate.

Bedford: Continued administration of ERAP with review of new and renewed applicants, and submission of monthly rent invoices; assisted MAHT with annual report; assisted the town and MAHT with the administration of the Small Grant Program.

Concord: For Christopher Heights at Junction Village: held closing kickoff meeting, supported SB in appointment for the Open Space Task Force; supported the 930 Main Street effort with their permit hearings, the LIP Application approval with local preference, supporting Habitat marketing efforts; assisted the CHA with Executive Director search. Assisted the CHDC by preparing meeting agendas and packets; locating, worked with the accounting firm on financial statements, and IRS and MA tax forms; drafting the proposal for CPC funds, administering the Small Grant Program by reviewing and presenting applications for consideration and award, and processing invoices for awarded funds.

Lexington: Assisted the LHP with table of housing units created for Town Meeting.

Lincoln: Participated in discussions on supporting residents.

Maynard: Continued administration of ERAP with review of new and renewed applicants, and submission of monthly rent invoices; implemented Mortgage Assistance Program, reviewed applicants and presented approvals for payment to the town; assisted with certification of the Maynard Housing Production Plan with the regulation of 42 Summer resulting in Safe Harbor.

Sudbury: Continued administration of ERAP with review of new and renewed applicants, and submission of monthly rent invoices; supported the town CPC requests for Housing Production Plan; supported the Sudbury Housing Trust by: preparing agendas and packets; supporting the proposal for CPC funds; and Small Grant Program by reviewing and presenting applications for consideration and award, and processing invoices for awarded funds. In addition, under the Sudbury Trust umbrella, the RHSO performed lottery and resale services for other entities in the region, as follows:

- One new contract for a moderate income unit in Lexington
- Started and/or Completed Affirmative Fair Housing Marketing Plans for Bedford, Harvard Trail Ridge,
- Supported contracts and closings for Sherborn Fields at Sherborn Falls, Acton Post Office Square, and Reading Postmark Square.

Wayland: No local support this period.

Weston: Continued administration of ERAP with review of new and renewed applicants, and submission of monthly rent invoices. Assisted with certification of the Weston Housing Production Plan with the permit of Modera Weston resulting in a 2-year Safe Harbor. In October, with Jennifer Goldson serving as the consultant, the Housing Production Planning process began, several committee meetings have been held and a public forum/webinar was conducted in December. RHSO drafted the Needs Assessment for the HPP and has been assisting the HPP Steering Committee with project administration. DHCD has reviewed the Brook School LIP/LAU application and the RHSO will work with DHCD to make revisions and have the AHFMP and application approved. Assisted the Weston Affordable Housing Trust with its projects and programs, including: preparing meeting agendas and packets; ongoing asset management of Warren Avenue housing development; and continued support the development at 0 Wellesley, working with Habitat to develop six-affordable homes.



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FY21 Tracking:

The FY21 Q2 total hours are shown in the table to the right.

Over all, the RHSO has worked 32 hours over the anticipated Q2 amount (using a straight line budget, of one-half the annual budget).

We monitor the hours for each community monthly and work together as the year closes to ensure that the over/under is +/- 10 hours (which are forgiven).

	YTD Actual	YTD Annualized Budget	Actual v Budget
Acton			
Monitoring	33.00	40.00	(7.00)
40B Monitoring	3.50	0.00	3.50
Local Support	213.50	165.50	48.00
ACHC	22.50	52.00	(29.50)
Regional Activities	10.75	10.00	0.75
Admin	18.00	10.00	8.00
Total	301.25	277.50	23.75
Bedford			
Monitoring	65.25	52.00	13.25
HOME administration	17.50	20.00	(2.50)
Local Support	94.25	100.00	(5.75)
Regional Activities	10.75	10.00	0.75
Admin	18.00	10.00	8.00
Total	205.75	192.00	13.75
Concord			
Monitoring	58.75	40.00	18.75
HOME administration	31.25	40.00	(8.75)
Local Support	116.50	125.00	(8.50)
CHDC	61.00	82.50	(21.50)
Regional Activities	10.75	10.00	0.75
Admin	18.00	10.00	8.00
Total	296.25	307.50	(11.25)
Lexington			
Monitoring	45.50	70.00	(24.50)
HOME administration	19.25	20.00	(0.75)
Local Support	72.75	82.00	(9.25)
Regional Activities	10.75	10.00	0.75
Admin	17.50	10.00	7.50
Total	165.75	192.00	(26.25)
Lincoln			
Monitoring	80.50	80.00	0.50
Local Support	26.75	38.50	(11.75)
Regional Activities	10.75	10.00	0.75
Admin	18.00	10.00	8.00
Total	136.00	138.50	(2.50)
Maynard			
Monitoring	13.00	20.00	(7.00)
Local Support	48.50	87.50	(39.00)
Maynard AHT	67.50	10.00	57.50
Regional Activities	10.75	10.00	0.75
Admin	18.00	10.00	8.00
Total	157.75	137.50	20.25
Sudbury			
Monitoring	53.50	40.00	13.50
HOME administration	15.50	25.00	(9.50)
Local Support	83.00	100.00	(17.00)
Sudbury AHT	277.50	282.50	(5.00)
Regional Activities	10.75	10.00	0.75
Admin	18.00	10.00	8.00
Total	458.25	467.50	(9.25)
Wayland			
Monitoring	8.25	15.00	(6.75)
HOME administration	20.25	32.50	(12.25)
Local Support	15.50	15.00	0.50
Regional Activities	10.75	10.00	0.75
Admin	18.00	10.00	8.00
Total	72.75	82.50	(9.75)
Weston			
Monitoring	7.50	20.00	(12.50)
Local Support	45.75	45.00	0.75
HPP	114.50	86.50	28.00
Weston AHT	108.00	100.00	8.00
Regional Activities	10.75	10.00	0.75
Admin	18.00	10.00	8.00
Total	304.50	271.50	33.00
Totals	2098.25	2066.50	31.75

TOWN OF CONCORD
Junction Village Open Space Task Force
Committee Charge

A. Purpose

The Concord Housing Development Corporation (CHDC) owns a 12.8 acre site known as the Junction Village property located at the end of Winthrop Street in West Concord. The site, formerly owned by the State, is designated to be used exclusively for affordable housing and open space purposes. A Comprehensive Permit has been approved for the development of an affordable assisted living facility on approximately half of the site in 2017. The CHDC is interested in having assistance from Concord residents and a public process for the planning and design of the remaining half of the site as public open space, and has asked the Town to appoint a Junction Village Open Space Task Force to assist in the planning and design of the open space.

The Select Board establishes the Junction Village Open Space Task Force with the following duties and responsibilities and membership.

B. Duties and Responsibilities

The Junction Village Open Space Task Force shall work with the CHDC and with Town staff in the Department of Planning and Land Management and the Regional Housing Services Office to prepare an Open Space Master Plan. After reviewing relevant plans and reports, the Task Force will engage in a public planning process for the 6.68 acres of resource area identified in the comprehensive permit for conservation restriction as well as the 1.43 acres of open space identified as the 'triangle' or meadow area. The Plan shall consider the proposed location of a pedestrian sidewalk and path along the driveway to the facility and connection to the Bruce Freeman Rail Trail across a meadow area. The Plan shall incorporate accessible and assessed trails for public use as well as defining areas for habitat protection and advancement.

The Open Space Master Plan shall include:

- A description of the conservation values of the proposed resource area
- A tree inventory of trees 12-inches and greater diameter at breast height (DBH)
- Invasive species identification and remediation plan
- Location and design of trails, meadow areas, habitat
- Site furnishings (such as benches, bike racks and informational signs)
- Consideration of areas suitable for public artwork
- Inclusion of areas for contemplation and/or gathering of small groups
- Consideration of non-motorized boat/kayak/canoe access to the Assabet River

The Open Space Master Plan is expected to provide sufficient information to secure funding for design and construction, and for preparation of a Conservation Restriction. The Plan shall satisfy the Site Planting Plan requirement in the 2017 Comprehensive Permit and include preparation of a Baseline Documentation Report of the restricted land that shall be conducted in accordance with Mass Audubon's Massachusetts Conservation Restriction Stewardship Manual (March 2006), or as approved by the Division of Natural Resources. The Plan should include basic design specifications, preliminary or estimated costs, phasing recommendations (as appropriate) and a long-term maintenance plan with associated costs.

In order to provide the Task Force with basic information needed to begin the planning process, the CHDC will provide funding for a qualified consultant to collect additional information about the site that shall be incorporated into the existing Survey plan as follows:

- Delineation of the existing 200-foot Riverfront Area;
- Location and identification of significant trees (12-inch DBH or greater);
- Location and identification of large patches of invasive plant species;
- Location of meadow areas and site features (such as the existing two stands of sumac);
- The location of the existing/proposed emergency access easement over the Massachusetts Department of Corrections property;
- The location of the proposed drainage easement area as shown on the approved 2017 Comprehensive Permit plan.

The CHDC will also engage the services of a Landscape Architect with specialties in designing in ecologically sensitive areas, as well as trails, meadows, and recreational facilities to assist the Task Force with preparing the Junction Village Open Space Master Plan and facilitating a public outreach process. The Landscape Architect must be familiar with Open Space planning from a municipal perspective, sustainable design and practices/methods to ensure long-term community goals and be willing to work closely with the project stakeholders for development of the plan.

Milestones of the Junction Village Open Space Master Plan process:

- Working with staff from the Department of Planning & Land Management and the Regional Housing Services Office, review and analyze the 2016 Junction Village Open Space Planning Study and the approved 2017 Comprehensive Permit along with other relevant plans
- Plan and conduct a public process to receive public input
- Using input from the public process and from CHDC, refine and develop preliminary plans for the Junction Village Open Space and present an interim report to the CHDC and Select Board
- Present findings and initial recommendations in a public forum to receive feedback from Town citizens on the proposed Plan and incorporate additions and revisions as needed.
- At the conclusion of its work, the task force shall submit a final Junction Village Open Space Master Plan to the CHDC and the Select Board by September 2019.

The Town Manager is responsible for assigning appropriate staff to assist the Task Force in this work. The CHDC is responsible for overseeing the funding and contracting associated with development of the Open Space Master Plan.

C. Membership

The Junction Village Open Space Task Force shall be appointed and charged by the Select Board. Members will be appointed for a one year term (to be extended for an additional six months if needed). The Task Force shall consist of five voting members, as follows:

- One member from the West Concord Advisory Committee (recent or current);
- One member from the Natural Resources Commission (recent or current);
- One member from the Historical Commission (recent or current);
- One member from the Commission on Disability or Council on Aging (recent or current);
- One member at large.

In making appointments to the Task Force, the Select Board shall endeavor to find qualified candidates who represent a variety of backgrounds and interests. The goal is to have a Task Force which has a mix of gender, age and geographic distribution from the community.

D. Other Considerations

The Task Force shall appoint a Chair and Vice Chair to guide its efforts and a Clerk to maintain the record of the Task Force. The Task Force shall establish regular meetings and shall abide by the Massachusetts Open Meetings Law and Town General Bylaws.

The Junction Village Open Space Task Force is responsible for conducting its activities in a manner which is in compliance with all relevant State and local laws and regulations, including but not limited to, the Open Meeting Law, Public Records Law and Conflict of Interest Law. The Committee shall consult with the Town Manager concerning the allocation of town staff or financial resources toward this effort.



Regional Housing Services Office

Serving Acton, Bedford, Concord, Lexington, Lincoln, Maynard, Sudbury, Wayland, and Weston

Office Address: 37 Knox Trail, Acton, MA 01720
Phone: (978) 287-1092

Website: WWW.RHSOhousing.org
Email: INFO@RHSOhousing.org

February 19, 2021

To: Stephen Crane, Town Manager
From: Elizabeth Rust, RHSO Director
CC: Marcia Rasmussen, Lee Smith

Dear Stephen,

I'm writing to provide information on Emerson Annex, and the Unit that has come up for resale.

Emerson Annex is a condominium development of 11 units established in 1988 by converting the old school at 58 Stow St. This self-managed condominium has a common parking lot across the street, and is conveniently located adjacent to the Emerson Umbrella art center, and walking to Concord center, park, library and school. At its initial sales, one of the units was purchased by the Concord Housing Authority and 10 units were restricted under the DHCD Homeownership Program (HOP) for first-time homebuyers using the 'then standard' form of deed rider. There are 4 units left restricted with this original form.

This older form of deed rider has a few inherent issues inherent with it.

First, the deed riders have an expiration clause. The affordable housing restrictions expire at the shorter of 40 years (from deed and rider recording) or 21 years after the last legislator in the Massachusetts General Court at the time of the rider dies. (Note: many of the legislators from those legislatures are still alive and youngest members were born in the mid to late-1960's, so the 40 years is more likely to be used.)

Second, the method for calculating the resale value uses a percentage discount from market value. Each unit is assigned this discount rate at initial purchase, and is applied to a current appraisal at time of resale. Generally, due the rise in property values, this resale result exceeds what is affordable to an eligible low-income household at 80% AMI (the DHCD standard.). In the past, town funds have been used to keep the unit affordable to the 80% AMI level, and to then place the new standard form of deed rider (Universal Deed Rider) on the property at resale, which then keeps the restrictions in place for perpetuity and also contains more restrictive resale provisions to ensure continued affordability.

Third, the resale period allows for only a 90-day period to find an eligible purchaser. If an eligible purchaser is not found, then the seller can sell the unit free of restrictions, limited to the calculated maximum resale price. Anything over that amount is paid to DHCD.

A recap of the 10 homeownership units:

- 1 unit was lost: Unit 11 became a market rate unit in 2006 (resold in 2014)
- 5 units have resold and converted to the Universal Deed Rider with perpetual affordable housing restrictions, with some needing subsidies.
 - Units 3 (\$147k in 2007) and 7 (\$124k in 2010) required no additional funding at resale
 - Unit 4 (\$171k in 2007): required CPA funds for \$274,150 with \$30k from DHCD
 - Unit 8 (\$227k in 2007): required CHDC \$26,780 and \$30k from DHCD, resold again in 2009 using the Universal Deed Rider (\$183k)
 - Unit 10 (\$164k in 2008): required CPA funds for \$175,000 and DHCD contributed \$15k.



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- 4 Units remain under the original deed restrictions.
 - Unit 2: The unit was purchased in 1988 from the original developer, and the restriction expires in 2028
 - Units 5, 6 and 9 were purchased as resale units in 1994/95, and will expire in 2034/35

Unit 5 Resale: Caroline Birdsall purchased unit 5 at Emerson Annex on January 27, 1994 for \$110,000. She died November 17, 2020, and the town contacted the sister who is working on the estate to provide the resale instructions and process. The property Conveyance Notice was provided on February 4th, 2021 with an appraisal to the town and DHCD. The discount rate for the unit is 59.8%

The unit is a 4 room, 2 bed 1 bath, 808 square foot condominium, with its own separate entrance at the side of the building. The heating system is gas with forced air system, covered in the condominium association fee. The larger living area has high ceilings, with a tiny galley kitchen, and the two bedrooms (one with built in shelves), and the full bath. The unit would benefit from fresh paint, refinished floors, and some outlets are reported to be not working.

The appraisal came in at \$600,000, with units at 100 Keyes Road and Hubbard St as comparables. generating a Maximum Resale Price of \$358,800. The market rate unit at Emerson Annex (1BR/1Bath 1200 Sq Ft) is assessed at \$541,000 which is close though it is larger but with one less bedroom. There may be some other comps that list other comps which are lower through Redfin and Zillow, but there is no defined process in the deed rider for negotiating the appraisal, either by the town obtaining a new appraisal or other method.

The price an eligible purchaser could afford, using the standard calculator, is \$249,200. This uses 2020 income limits and other current parameters, for a household of 3 (standard for the 2BR unit size). This would then require a \$109,600 purchase buy-down subsidy. DHCD has agreed to contribute some funds on top of Concord's \$85,000. This priced for someone making \$76,000 household gross income.

Appraisal	\$600,000
Discount Rate	59.80%
Maximum Resale Price	\$358,800
Eligible Purchaser Price	\$249,200
Subsidy needed	\$109,600
DHCD	\$24,600
Concord	\$85,000

Summary: There is urgency to commit these funds, should Concord choose to preserve the existing affordability. There has been past precedence and priority for this kind of investment and there is a current CPC proposal to appropriate CPA funds for this, though this particular request cannot wait for Town Meeting.

The urgency comes from the 90-day window, when the unit might be lost if a buyer is not found within that window. If, after 90-days, no buyer is found, the Town (or the CHDC as the Town's



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designee) has the option of buying the unit, and then reselling (either at the same or lower price) as a way to extend the marketing period.

The unit is small, and needs some polishing to show in its best light. The seller has no incentive to invest in any money to ensure the sale goes through in 90-days. However, Town could pay for those items now (paint, floors, electric) to make the unit more attractive, as part of its contribution.

Recap,

- DHCD is holding the start of the 90-days for this discussion and decision by the Town
- The funds are available through the free cash appropriations of 2019 and 2020, and no immediate or specific other requests in the wings
- The Town Manager/SB could authorize up to \$100,000 for both the purchase subsidy and small renovations to facilitate a sale within 90-days
- The town could consider reducing the \$249,200 eligible purchaser price with additional funds to make it more attractive
- If there is not sufficient interest for a sale, the town can later (in 30 days) discuss purchasing the unit (for \$358,800) to extend the period, and receive the proceeds once sold to the end buyer.

Sincerely,

Liz Rust

8E

EMERSON ANNEX CONDOMINIUM

UNIT DEED

GRANTOR: Wade Gregg Rubinstein

GRANTEE: Caroline L. Birdsall

UNIT 5 PERCENTAGE INTEREST: d.278 AREA: 808 Square Feet

UNIT AND GRANTEE ADDRESS: 58 Stow Street
Concord, Massachusetts 01742

CONSIDERATION: \$110,000.00

GRANTOR, owner of the Unit described above in the Emerson Annex Condominium created by Master Deed dated October 21, 1988, and recorded on October 21, 1988, with the Middlesex South District Registry of Deeds, Book 19420, Page 493, in accordance with the provisions of G.L. Chapter 183A, grants the Unit to Grantee with quitclaim covenants and for the consideration stated above.

The Unit contains the area listed above and is laid out as shown on a plan recorded with said deeds in Book 19460 Page 289, which is a copy of a portion of the plans filed with the Master Deed and to which is affixed a verified statement in the form provided for in G.L. Chapter 183A, Section 9.

The Unit herein conveyed is included with the land with the buildings, improvements, and structures thereon as shown on the site plan.

The Unit is conveyed together with the above listed percentage interest (a) in the common areas and facilities of the Condominium as described in the Master Deed, (b) in the Emerson Annex Condominium Trust, recorded with said Registry of Deeds, Book 19420, Page 509, (c) the exclusive right and easement to use the storage space shown on the floor plan filed with the Master Deed, as being appurtenant to this Unit.

The Unit is to be used only for residential purposes and for no other purpose, except as may be expressly permitted by the Trustees in accordance with the provisions of the Emerson Annex Condominium Trust.

The Grantor conveys the Unit with the benefit of, and subject to, the provisions of G.L. Chapter 183A, relating to condominiums, as that statute is written as of the date hereof, the Master Deed and Condominium Trust referred to above and any By-Laws and rules and regulations from time to time adopted thereunder, and all matters

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STATE MASS. EXCISE TAX:

of record stated or referred to in the Master Deed as completely as if each were fully set forth herein; and subject to real estate taxes attributable to that Unit which are not yet due and payable.

See Homeownership Opportunity Program Deed Rider attached hereto and made a part hereof.

For my title, see Middlesex South District Registry of Deeds, Book 19488, Page 066.

EXECUTED UNDER SEAL this 24th day of January, 1994.

Wade Gregg Rubinstein
Wade Gregg Rubinstein

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

January 24, 1994

Then personally appeared before me the above-named, Wade Gregg Rubinstein, and acknowledged the foregoing to be his free act and deed before me.

James V. Rubin
Notary Public
My commission expires: May 11, 1995

DK 24209-099

24209-099

HOMEOWNERSHIP OPPORTUNITY PROGRAM

Deed Rider

(attached to and made a part of in that certain deed from Wade G. Rubinstein ("Grantor")⁴ to Caroline L. Birdsall ("Grantee") dated the 27th of January, 1994.) *A/K/A Wade Gregg Rubinstein

WITNESSETH

WHEREAS, the Massachusetts Housing Partnership Fund Board, established pursuant to Chapter 405 of the Acts and Resolves of 1985 ("MHP"), has established the Homeownership Opportunity Program ("HOP Program") to provide programs designed to produce housing for low and moderate income households and to broaden opportunities for homeownership for such households;

WHEREAS, the Executive Office of Communities and Development, an executive office duly organized and existing pursuant to Chapter 6A of the General Laws of the Commonwealth of Massachusetts, acting by and through the Department of Community Affairs pursuant to Chapter 23B of the General Laws of the Commonwealth of Massachusetts (collectively, "EOCD"), recognizes that there exists a housing shortage in the Commonwealth of Massachusetts;

WHEREAS, MHP, by a vote at a duly called meeting of the MHP Board, has authorized EOCD to implement, administer, and expend funds in furtherance of the HOP Program;

WHEREAS, EOCD, in furtherance of this public purpose, will provide eligible purchasers the opportunity to purchase certain property at a discount of the property's appraised value if the purchaser agrees to convey the property on resale to another eligible home purchaser for an amount equal to the appraised value of the property, as determined by EOCD, multiplied by the applicable Discount Rate (as herein-after defined) ("Maximum Resale Price"); and

WHEREAS, the Grantor and the Grantee are participating in the HOP Program, and in accordance with the HOP Program the Grantor is conveying that certain real property more particularly described in the deed ("Property") to the Grantee at a consideration which is equal to 59.8% ("Discount Rate") of the appraised value of the Property as determined by EOCD;

NOW THEREFORE, as further consideration from the Grantee to the Grantor for the conveyance of the Property at the Discount Rate in accordance with the HOP Program, the Grantee, its heirs, successors and assigns, hereby agrees that the Property shall be subject to the following restrictions which are hereby imposed for the benefit of, and shall be enforceable by, the Grantor's agent and designee, the Secretary of the Executive Office of Communities and Development, or its successors, assigns, agents and designees ("Secretary").

1. Right of First Refusal: When the Grantee or any successor in title to the Grantee shall desire to sell, dispose or otherwise convey the Property, or any portion thereof, the Grantee shall notify the Secretary in writing of the Grantee's intention to so convey the Property ("Notice"). The Notice shall contain an appraisal of the Property acceptable to the Secretary prepared by a real estate appraiser acceptable to the Secretary and qualified to appraise property for secondary mortgage markets and recognized as utilizing acceptable professional appraisal standards in Massachusetts, and the Notice shall set forth the Discount Rate and the Maximum Resale Price of the Property. Within thirty (30) days of the Secretary's receipt of the Notice, the Secretary shall notify the Grantee in writing as to whether the Secretary shall exercise its right of first refusal to purchase the Property and/or is proceeding to locate an eligible purchaser of the Property. For the purposes of this Rider, an "eligible purchaser" shall mean a purchaser who satisfies the criteria set forth in the HOP Program guidelines in effect at the time the Secretary locates such purchaser, and who is ready and willing to purchase the Property within a reasonable time after the Secretary notifies the Grantee that the Secretary has located said purchaser.

In the event the Secretary notifies the Grantee that the Secretary does not intend to exercise its right of first refusal and/or proceed to locate an eligible purchaser, or if the Secretary fails to notify the Grantee within said thirty (30) day period, the Grantee may convey the Property to any third party free of all restrictions set forth herein, provided, however, all consideration and payments of any kind received by the Grantee for the conveyance of the Property to the third party which exceeds the Maximum Resale Price shall be immediately and directly paid to the Secretary. Upon receipt of this excess amount, if any, the Secretary shall issue to the third party a certificate in recordable form indicating the Secretary's receipt of the excess amount and stating that the Secretary releases and waives its right of first refusal hereunder and all restrictions set forth in this Rider shall be null and void. This certificate is to be recorded in the appropriate Registry of Deeds or registered with the appropriate registry of the Land Court and such certificate may be relied upon by the then owner of the Property and by third parties as constituting conclusive evidence that this excess amount has been paid to the Secretary and that the restrictions and covenants set forth herein are null and void.

In the event the Secretary, within said thirty (30) day period, notifies the Grantee of the Secretary's intention to exercise the Secretary's right of first refusal and/or locate an eligible purchaser, the Secretary may, within ninety (90) days of the date of the Secretary's Notice to the Grantee, elect to purchase the Property itself subject to the restrictions herein contained and at the Maximum Resale Price or locate an eligible purchaser to purchase the Property subject to the restrictions herein contained and at the Maximum Resale Price. (The Grantee may also locate an eligible purchaser within said ninety (90) day period and submit such eligible purchaser to the Secretary in writing.)

If more than one eligible purchaser is located, the Secretary shall conduct a lottery or other like procedure in the Secretary's sole discretion to determine which eligible purchaser shall be entitled to the conveyance of the Property at the Maximum Resale Price, subject to the restrictions set forth in this Rider.

If an eligible purchaser is located or the Secretary elects to purchase the Property within said ninety (90) day period, the Property shall be conveyed to said eligible purchaser or the Secretary subject to the terms and restrictions set forth herein. If the Secretary and the Grantee fail to locate an eligible purchaser within the ninety (90) day period or the Secretary fails to notify the Grantee as to whether an eligible purchaser has been located, and the Secretary elects not to purchase the Property, the Grantee may convey the Property to any third party free and clear of all restrictions contained herein, including, but not limited to the Maximum Resale Price, provided, however, all consideration and payments of any kind received by the Grantee for the conveyance of the Property to the third party which exceeds the Maximum Resale Price shall be immediately and directly paid to the Secretary. Upon receipt of this excess amount, if any, the Secretary shall issue to the third party a certificate in recordable form indicating the Secretary's receipt of the excess amount and indicating that all restrictions contained herein have been released by the Secretary. This certificate is to be recorded in the appropriate Registry of Deeds or registered with the appropriate registry of the Land Court and such certificate may be relied upon by the then owner of the Property and by third parties as constituting conclusive evidence that the excess amount has been paid to the Secretary and that the restrictions and covenants set forth herein are null and void.

Failure to record the certificate provided in this Paragraph 1 shall not affect the validity of such conveyance, but the restrictions herein contained shall not be released unless such certificate is recorded.

2. Resale and Transfer Restrictions: Except as otherwise stated herein, the Property or any interest therein shall not at any time be sold by the Grantee, the Grantee's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the eligible purchaser (as located and defined in accordance with Paragraph 1 above) to the then owner of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property determined as of a date not later than the date of transfer or conveyance of title to the Property.

(a) No conveyance, sale or transfer to an eligible purchaser (as located in accordance with Paragraph 1 above) shall be valid and be deemed in accordance with the terms of this Rider and the HOP Program unless a certificate is obtained and recorded, signed and acknowledged by the Secretary or its agent or designee which refers to the Property, the Grantee thereof, the eligible purchaser thereof, and the Maximum Resale Price therefor, and states either that: (i) the proposed conveyance, sale or transfer of the Property to the eligible purchaser is in compliance with the restrictions contained in this Rider if the Property is conveyed at its Maximum Resale Price; or (ii) the Secretary waives the right to enforce the restrictions set forth herein or any of them in connection with the proposed conveyance, sale or transfer.

Any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a certificate of the type referred to in this Deed and Rider referring to the Property as conclusive evidence of the matters stated therein and may record such certificate in connection with conveyance of the Property, provided, in the case of a certificate under 2(a)(i) above, the consideration recited in the deed or other instrument conveying the Property shall not be greater than the consideration stated in the certificate.

Within ten (10) days of the closing of the conveyance of the Property, the Grantee shall deliver to the Secretary a true and certified copy of the deed of the Property as recorded, together with information as to the place of recording thereof in the public records. Failure of the Grantee, or Grantee's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance.

3. Rights of Mortgagees: Notwithstanding anything herein to the contrary, if the holder (other than the Grantor or its designee) of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender or its successors or assigns shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Property in lieu of foreclosure, the restrictions and covenants herein contained shall not apply to such holder upon such acquisition of the Property, any purchaser (other than the Grantor or its designee) of the Property at a foreclosure sale conducted by such holder, or any purchaser (other than the Grantor or its designee) of the Property from such holder, and such Property shall thereupon and thereafter be free from all such restrictions.

In the event such holder, the Grantor or the Grantor's designee conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Property is sold for a price in excess of the greater of (i) the sum of the outstanding principal balance of the note secured by such mortgage plus all future advances, accrued interest and all reasonable costs and expenses which the holder is entitled to recover pursuant to the terms of the mortgage and (ii) the Maximum Resale Price applicable on the date of the sale, such excess shall be paid to the Grantor or its designee in consideration of the loss of the value and benefit of the restrictions and covenants herein contained held by the Grantor and released by the Grantor pursuant to this paragraph in connection with such proceeding (provided, that in the event that such excess shall be so paid to the Grantor or its designee by such holder, the Grantor shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the maker of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Grantor or its designee in accordance herewith, provided that such holder shall give the Grantor prompt notice of any such claim and shall not object to intervention by the Grantor in any proceeding relating thereto). To the extent the Grantee possesses any interest in any amount payable to the Grantor under this paragraph, to the fullest extent permissible by law, the Grantee hereby assigns its interest in such amount to said holder for payment to the Grantor.

4. Covenants to Run With the Property: The Grantor and the Grantee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant and assign to the Secretary, the Secretary's agents, successors, designees and assigns the right of first refusal set forth herein, and the right to enforce the restrictions set forth in this Rider. The Grantor and the Grantee hereby grant to the Secretary the right to enter upon the premises for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the premises which the Secretary may determine to be necessary or appropriate, with or without court order, to prevent, remedy or abate any violation of the restrictions. The rights hereby granted to the Secretary shall be in addition to and not in limitation of any other rights and remedies available to the Grantor or the Secretary for enforcement of the restrictions set forth in this Rider. It is intended and agreed that the agreements, covenants and restrictions set forth above shall be deemed to be covenants running with the Property and shall be binding upon and

enforceable against the Grantee, the Grantee's successors and assigns and any party holding title to the Property, for the benefit of and enforceable by the Secretary, the Secretary's agents, successors, designees and assigns for a period which is the shorter of (a) forty (40) years from the date of recording of this Deed and Rider or (b) twenty one (21) years after the date of death of the last surviving member of the current General Court of the Commonwealth of Massachusetts.

Without limitation on any other rights or remedies of the Grantor and Secretary, their agents, successors, designees and assigns, any sale or other transfer or conveyance of the Property in violation of the provisions of this Rider in the absence of a certificate from the Secretary approving such sale, transfer or conveyance as provided hereinabove or waiving the restrictions set forth herein, shall, to the maximum extent permitted by law, be voidable by the Secretary, the Secretary's agents, successors, designees or assigns by suit in equity to enforce such restrictions.

5. Notice: Any notices, demands or requests that may be given under this Rider shall be sufficiently served if given in writing and by hand delivered or posted in the United States mail by registered or certified mail, addressed to the Grantor and Grantee at the addresses written above, or if addressed to the Secretary at the Executive Office of Communities and Development, 100 Cambridge Street, Boston, Massachusetts 02202, or such other addresses as may be specified by either party by such notice.

6. Further Assurances: The Grantee agrees from time to time, as may be reasonably required by the Secretary, to furnish the Secretary a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and all other information pertaining to the Property or the Grantee's eligibility for and conformance with the HOP Program.

7. Waiver: Nothing contained herein shall limit the rights of the Secretary to release or waive, from time to time, in whole or in part, any of the restrictions contained herein with respect to the Property.

8. Severability: If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application or such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law and to the fullest extent permitted by the Rule Against Perpetuities.

BK 24209 P. 104

Witness our hands and seals this 27th day of January, 1994.

Grantor:

Wade G. Rubinstein A/K/A Wade Gregg Rubinstein

Typed Name of Grantor

Wade G. Rubinstein A/K/A Wade Gregg Rubinstein
Signature of Grantor

By:

Its

Grantee:

Caroline L. Birdsall

Typed Name of Grantee

Caroline L. Birdsall
Signature of Grantee

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss

January 27, 1994

Wade G. Rubinstein

Then personally appeared the above-named A/K/A Wade Gregg Rubinstein, known to me to be same and acknowledged the foregoing instrument to be his/her free act and deed, before me.

[Signature]
Notary public John P. Brady
My commission expires: August 18, 2000

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

January 27, 1994

Then personally appeared the above named Caroline L. Birdsall, known to me to be same and acknowledged the foregoing instrument to be his/her free act and deed, before me.

[Signature]
Notary public John P. Brady
My Commission Expires: August 18, 2000



Privacy Notice

Appraisers, along with all providers of personal financial services, are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.

Types of Nonpublic Personal Information We Collect

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

Parties to Whom We Disclose Information

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

Confidentiality and Security

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.

Please feel free to call us at any time if you have any questions about the confidentiality of the information that you provide to us.

INVOICE

Date: 12/17/2020

File No. NL580
Case No.

Prepared for:

Meredith Birdsall
mkbirdsall2000@yahoo.com

Property Appraised:

N/A
58 Stow St U5
Concord, Ma 01742

Work Performed:

Residential appraisal report	\$	475.00
	\$	
Paid	\$	-475.00
	\$	
	\$	
	\$	
	\$	
Total Amount Due:		\$ 0.00

Please make checks payable to:

Cullen Real Estate & Appraisal Company
PO Box 371
Harmony, RI 02829

Cullen Real Estate & Appraisal Company
PO Box 371
Harmony, RI 02829

12/17/2020

Meredith Birdsall
mkbirdsall2000@yahoo.com

RE: N/A
58 Stow St U5
Concord, Ma 01742
File No. NL580
Case No.

Dear Meredith Birdsall

In accordance with your request, I have personally inspected and prepared an appraisal report of the real property located at:

58 Stow St U5, Concord, Ma 01742

The purpose of this appraisal is to estimate the market value of the property described in the body of this appraisal report.

Enclosed, please find the appraisal report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of **12/17/2020** is:

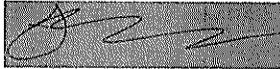
\$ **600,000**

The opinion of value expressed in this report is contingent upon the limiting conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Signature: _____



Tom Cullen

Appraisal Report

File No. NL580

Case No.

Subject Property Information							
Owner <u>Caroline L Birdsall</u>				Client <u>Meredith Birdsall</u>			
Property Address <u>58 Stow St U5</u>				Check one: <input type="checkbox"/> SF <input type="checkbox"/> PUD <input checked="" type="checkbox"/> Condo <input type="checkbox"/> Coop <input type="checkbox"/> 2-4 Units			
City <u>Concord</u>		County <u>Middlesex</u>		State <u>Ma</u>		Zip Code <u>01742</u>	
Legal Description <u>M:9H B:809 L:1-5</u>							
No. of Rooms <u>4</u>	No. of Bedrooms <u>2</u>	No. of Baths <u>1.00</u>	Gross Living Area <u>808</u> Sq.Ft.	Basement Size <u>0</u> Sq.Ft.	Bsmnt. Finishing <u>0</u>	Garage/Carport <u>0</u>	Central Air: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Field Report									
NEIGHBORHOOD									
Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Compatibility				<input checked="" type="checkbox"/> Good <input type="checkbox"/> Avg. <input type="checkbox"/> Fair <input type="checkbox"/> Poor	
Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	General Appearance of Property				<input checked="" type="checkbox"/> X <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	<input type="checkbox"/> Slow	Appeal to Market				<input checked="" type="checkbox"/> X <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Over Supply				<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Demand/Supply	<input checked="" type="checkbox"/> Shortage	<input type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	Over 6 Mos. Census <u>3613.00</u>					
Marketing Time	<input checked="" type="checkbox"/> Under 3 Mos.	<input type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.						
Present Land Use	<u>60</u> % 1 Family	<u>10</u> % 2-4 Family	<u>10</u> % Condo	<u>10</u> % Coop.	<u>10</u> % Commercial/Industrial	<u>10</u> % Vacant	<u>100</u> %		
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely	Change From _____ to _____						
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	% Vacant _____						
Subject Property Type	Price Range \$ <u>500,000</u> to \$ <u>1,250,000</u>		Predominant Value = \$ <u>800,000</u>						
Subject Property Type Age	<u>0</u> years to <u>150</u> + years.		Predominate Age <u>100</u> years						
Comments on factors favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) <u>The subject property is located in a quiet suburban residential area consisting primarily of average-good quality single family dwellings with a number of multi family dwellings interspersed.</u>									
<u>Property maintenance appears adequate. Shopping, schools and highways are located within a .5 mile radius. Small amount of commercial land use in area is typical for suburban neighborhoods.</u>									

SUBJECT PROPERTY (Improvements & Site)							
Style	<u>Single level</u>	Actual Age	<u>93 yrs</u>	Effective Age	<u>15</u>	Property Rating	
Units	<u>1</u>	Stories	<u>1</u>	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Semi-Attached	<input type="checkbox"/> Detached	Good <input checked="" type="checkbox"/> Avg. <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/>
Ext. Wall Mat'l.	<u>Masonry</u>		Roof Mat'l.	<u>Comp shingle</u>			Condition of Exterior <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Property in HUD-Identified Sp'l Flood hazard Area?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No			Compatibility to Neighborhood <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Lot Dimensions and Size	<u>N/A Condo</u>		Zoning	<u>C Residential</u>			Appeal and Marketability <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Comments (favorable or unfavorable including deferred maintenance) <u>Subject property is comprised of good quality construction and is in average to good condition overall with no items of deferred maintenance noted. No adverse site characteristics observed.</u>							
<u>Subject deed includes an affordable housing rider that restricts the sale of the property to parties that qualify and earn not more than 59.8% of property valuation per annum. Based on the subjects market value this would be considered a ~non-adverse~ restriction.</u>							

Market Comparable Analysis												
Item	Subject Property			Comparable No. 1			Comparable No. 2			Comparable No. 3		
Address	<u>58 Stow St U5 Concord, Ma 01742</u>			<u>100 Keyes Rd U204 Concord, Ma 01742</u>			<u>149 Hubbard St U1 Concord, Ma 01742</u>			<u>100 Keyes Rd U224 Concord, Ma 01742</u>		
Prox. to Subj.				<u>0.23 miles N</u>			<u>0.13 miles S</u>			<u>0.23 miles N</u>		
Sale Price				<u>\$ 730,000</u>			<u>\$ 718,500</u>			<u>\$ 750,000</u>		
Verif. Source(s)				MLS/Municipality			MLS/Municipality			MLS/Municipality		
Date of Sale	Description			Description			Description			Description		
Time Adjust.				<u>4/17/20</u>			<u>3/15/19</u>			<u>12/7/20</u>		
Location	<u>Good</u>			<u>Good</u>			<u>Good</u>			<u>Good</u>		
Site	<u>N/A Condo</u>			<u>N/A Condo</u>			<u>N/A Condo</u>			<u>N/A Condo</u>		
View	<u>Average</u>			<u>Average</u>			<u>Average</u>			<u>Average</u>		
Age	<u>93 yrs</u>			<u>100 yrs</u>			<u>133 yrs</u>			<u>100 yrs</u>		
Condition	<u>Avg-Good</u>			<u>Good</u>			<u>Good</u>			<u>Good / Sup Quality</u>		
Total & Bed Rms	Total	B-Rms.	Baths	Total	B-Rms.	Baths	Total	B-Rms.	Baths	Total	B-Rms.	Baths
Bathrooms	<u>4</u>	<u>2</u>	<u>1.00</u>	<u>4</u>	<u>2</u>	<u>2.00</u>	<u>6</u>	<u>3</u>	<u>2.50</u>	<u>5</u>	<u>2</u>	<u>2.00</u>
Gross Liv Area	<u>808</u> Sq.Ft.			<u>1,339</u> Sq.Ft.			<u>2,019</u> Sq.Ft.			<u>1,271</u> Sq.Ft.		
Basement	<u>0</u>			<u>0</u>			<u>0</u>			<u>0</u>		
Bsmt Finish	<u>0</u>			<u>0</u>			<u>0</u>			<u>0</u>		
FP	<u>None</u>			<u>None</u>			<u>None</u>			<u>None</u>		
Deck/Porch	<u>None</u>			<u>Balcony</u>			<u>None</u>			<u>Patio</u>		
Garage	<u>1 open</u>			<u>2 open</u>			<u>1 open / 1 garage</u>			<u>2 open</u>		
Other	<u>None</u>			<u>None</u>			<u>None</u>			<u>None</u>		
Other	<u>None</u>			<u>C-air</u>			<u>C-air</u>			<u>C-air</u>		
Net Adj. (Total)				<u>Plus X Minus \$ -126,500</u>			<u>Plus X Minus \$ -119,500</u>			<u>Plus X Minus \$ -148,000</u>		
Sub Value				<u>Net=-17%Grs=17% \$ 603,500</u>			<u>Net=-17%Grs=27% \$ 599,000</u>			<u>Net=-20%Grs=20% \$ 602,000</u>		
Analysis of Comparable Sales <u>Comparables represent the most similar and proximate sales available for comparison at time of reporting. All three sales are considered in value estimate. Age differences are reflected in condition adjustments where applicable.</u>												

Item	Subject Property	Comparable #1	Comparable #2	Comparable #3
Date/Price of Prior Sale				
Data Source(s)				
My research	<input checked="" type="checkbox"/> did	<input checked="" type="checkbox"/> did	<input checked="" type="checkbox"/> did	<input checked="" type="checkbox"/> did
My research	<input type="checkbox"/> did	<input type="checkbox"/> did	<input type="checkbox"/> did	<input type="checkbox"/> did
Reconciliation	<u>Sales Comparison Analysis is developed and provides credible results and support for value conclusion.</u>			
Intended User	<u>Meredith Birdsall</u>		Intended Use <u>Personal</u>	
Report Type	<u>Consolidated Limited</u>		Estimated Market Value \$	<u>600,000</u> as of <u>12/17/2020</u>
Completed By	<u>Tom Cullen</u>		Title _____	
License/Certification #	<u>5008</u>		Expiration Date of License/Certification <u>10/10/2021</u>	
Signature			Date <u>12/17/2020</u>	

Borrower	N/A						
Property Address	58 Stow St U5						
City	Concord	County	Middlesex	State	Ma	Zip Code	01742
Lender/Client	Meredith Birdsall		Address mkbirdsall2000@yahoo.com,				

I. APPRAISAL SCOPE OF WORK FOR THIS ASSIGNMENT

Research – For this assignment, the appraiser performed extensive research of publicly available information regarding the subject property as well as comparable and potentially comparable sales. Information relied upon to complete this assignment was obtained from two or more of the following data sources: local multiple listing service, on-line data services, assessor records, local building department data, local brokers, exterior inspection of comparable sales, buyers and / or sellers involved in the associated transactions. In the event the appraiser uncovered conflicting information within the above data sources, the appraiser hereby states that the information utilized in this report is the information the appraiser believes to be correct.

II. Inspection –The interior inspection of the subject property involved my personal physical inspection of the readily accessible areas of each above grade room as well as any attic and / or basement area accessed by a full staircase. The appraiser DID NOT inspect any area believed to be dangerous or hazardous, and did not inspect any foundation crawl space or any attic accessible only by a scuttle or drop / pull down stair. The appraiser's opinion of market value for the subject property presented in this report assumes that any area of the dwelling not inspected or accessed by the appraiser as described above is structurally and environmentally sound, and any inspection of such area would not disclose conditions which would alter the appraiser's opinion of market value.

III. The inspection accomplished for this appraisal assignment as described above was performed strictly for valuation purposes. Only readily observable conditions that may potentially impact the appraiser's opinion of value / marketability of the subject property have been addressed in this report. It should be noted that the appraiser is not a qualified professional home inspector / construction expert / environmental expert and assumes no responsibility for potentially detrimental structural or environmental conditions which may exist at the subject property. Should a user of this appraisal report be aware of such potentially detrimental conditions, then a qualified expert in the area of concern should be contracted by the user to research such condition and render an opinion to the user.

IV. While the general overall condition of improvements based on the appraisers observations at inspection is reflected by the value conclusion; appraisers are not and do should not purport to be experts on every aspect of major systems and the components which comprise residential construction. Appraisers make hypothetical assumptions that major systems such as roofs, heating and cooling systems, private waste disposal, inground pools, etc... are functioning normally unless reported or dysfunction is observed at time of inspection. If a component or major system is determined to be problematic and is not indicated as such on report; the cost to repair or replace should be subtracted from the final value indication on the appraisal report.

V. Analysis – The opinion of market value presented in this report is based upon my inspection of the subject property, as described above, complemented by the appraiser's personal knowledge and experience in the local market. The appraiser's conclusions assume a good and marketable title. Unless specifically stated differently in this report, the appraiser is not aware of any matters of a legal nature that could impact the appraiser's opinion of market value for the subject property stated herein. Any user of this appraisal report is hereby informed that the appraiser has no legal education or experience, and is not qualified to uncover potential issues of a legal nature. It is strongly recommended that a user of this appraisal report obtain any legal advice believed to be necessary from a qualified attorney.

VI. LEAD PAINT

If the subject dwelling was constructed prior to 1978, there is a likelihood that the subject contains lead paint. Additionally, there is also a likelihood that each comparable may or may not contain lead paint. It should be understood that the appraiser is not an expert in either the testing or removal of lead paint, and is not qualified to comment on its condition or existence. Accordingly, the estimated market value presented in this report does not consider any positive or negative market value impacts that may result from either the existence of lead paint, or lack of lead paint, in either the subject, or any of the comparables utilized or considered in developing this appraisal report.

VII. OPINION OF MARKET VALUE / ESTIMATED MARKET VALUE

Please note that any reference in this appraisal report to the term "estimated market value" should be considered to mean "opinion of market value" in accordance with the guidance provided by the Uniform Standards for Professional Appraisal Practice (USPAP).

Cullen Real Estate & Appraisal Company
COMMENT ADDENDUM

File No. NL580
Case No.

Borrower	N/A						
Property Address	58 Stow St U5						
City	Concord	County	Middlesex	State	Ma	Zip Code	01742
Lender/Client	Meredith Birdsall		Address mkbirdsall2000@yahoo.com.				

VIII. DEED NOT REVIEWED

It should be noted that no deed for the subject property has been provided to the appraiser by the client. Additionally, in completing the scope of work associated with this appraisal assignment, the appraiser was not required to independently obtain a copy of the deed or review the deed. Accordingly, the estimated market value presented herein assumes that the deed for the subject property is for the fee simple interest in the subject property. Furthermore, this appraisal report assumes that the deed is free and clear of all encumbrances and restrictions, and contains no provisions that could negatively impact the marketability of the subject property or the estimated market value presented herein.

IX. COMMENTS REGARDING DIGITAL SIGNATURES and DIGITAL PHOTOGRAPHS

This appraisal report utilizes a digital signature for purposes of electronic transmission of the appraisal report to the client. Each digital signature on this report is electronically encrypted and password protected. Application of each signature to this report was applied / approved by either the appraiser or the supervisory appraiser. If this report has actual hand written signatures, this comment does not apply.

The photographs contained within this report are digital images of the identified property. These images were either: i. photographed by the field appraiser utilizing a digital camera on the day of inspection of the property, ii. were obtained from the appraiser's digital files based upon previous appraisal assignments, or iii. were obtained electronically from on-line sources deemed reliable such the local multiple listing service or local assessor office.

X. COMPETENCY OF THE APPRAISER

The appraiser hereby certifies that she have the appropriate knowledge and experience to complete this appraisal assignment competently. The appraiser's qualifications are maintained in the file and can be provided upon written request.

XI. SITE COMMENTS

There were no adverse site conditions, easements or encroachments noted by the appraiser or disclosed by the homeowner. The appraiser is not expert in environmental conditions. Please refer to the attached statement of limiting conditions.

XII. PHYSICAL DEFICIENCIES OR CONDITIONS

The inspection of the subject property was accomplished for valuation purposes only. It should be noted that the appraiser is not a professional home inspector or structural expert and only viewed areas of the subject dwelling which were readily accessible. Any inspection of the subject dwelling to determine detrimental structural, system or environmental conditions should be requested from an expert knowledgeable in the associated field.

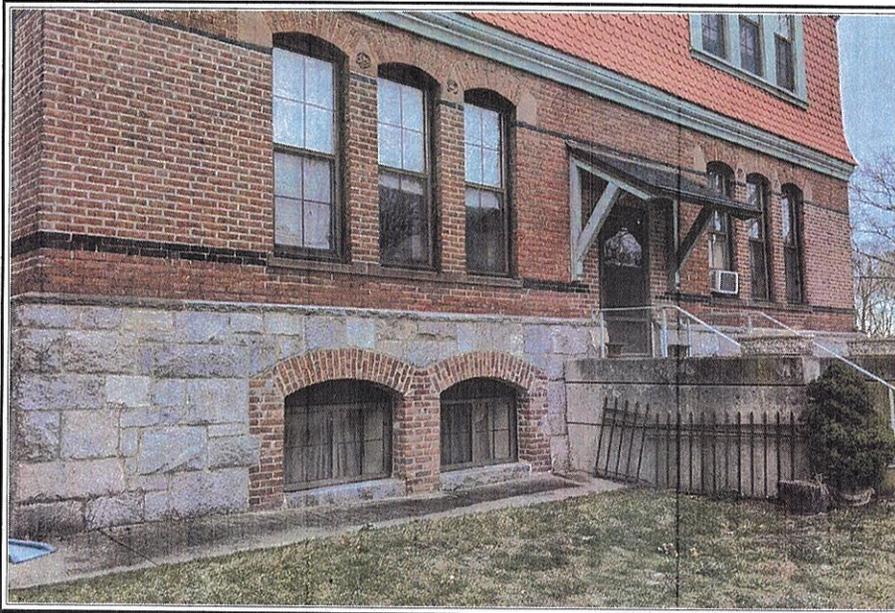
XIII. COMMENTS ON FINAL RECONCILIATION

All approaches to value were considered. The income approach was not utilized due to a lack of rental data on recently sold properties similar to the subject and the fact that single family residences are not typically rented in the local market. The cost approach, while considered is not completed due to the age of the dwelling and the difficulty of accurately estimating accrued depreciation. The sales comparison approach was the only approach relied upon in estimating the market value of the subject property.

XIV. GROSS LIVING AREA

The most common comparison for one unit properties is above-grade gross living area. When calculating gross living area the appraiser should use the exterior building dimensions for calculation purposes. Garages and basements, including those that are partially above-grade, must not be included in the above-grade room count or glia estimate. Only finished *fully* above-grade areas may be included in gross living area calculations. **Acceptable appraisal practice based on Fannie Mae guidelines consider a level to be below-grade if any portion of it is below-grade, regardless of the quality of its finish or window area.** Areas that do not qualify as gross living area may still contribute substantially to value particularly when the quality of the finish is high. For that reason, the appraiser should report and apply appropriate adjustments for the below-grade areas separately.

Borrower	N/A							
Property Address	58 Stow St U5							
City	Concord	County	Middlesex	State	Ma	Zip Code	01742	
Lender/Client	Meredith Birdsall	Address					mkbirdsall2000@yahoo.com,	



**FRONT OF
SUBJECT PROPERTY**
58 Stow St U5
Concord, Ma 01742



**REAR OF
SUBJECT PROPERTY**

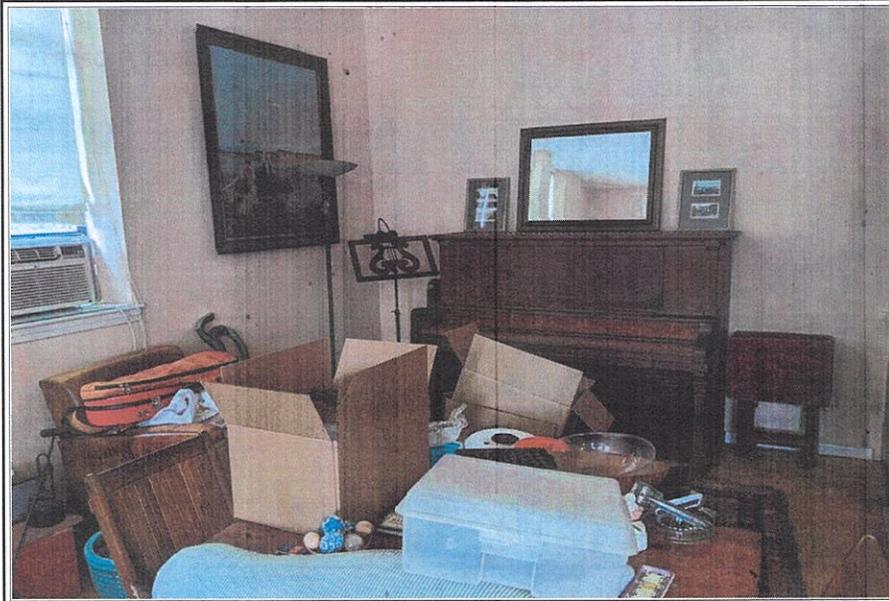


STREET SCENE

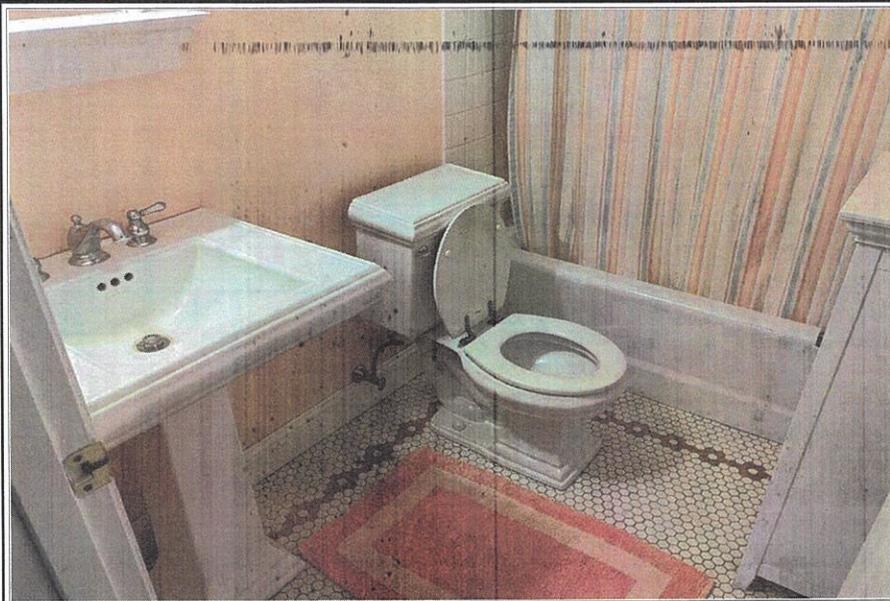
Borrower	N/A						
Property Address	58 Stow St U5						
City	Concord	County	Middlesex	State	Ma	Zip Code	01742
Lender/Client	Meredith Birdsall		Address mkbirdsall2000@yahoo.com,				



INTERIOR



INTERIOR

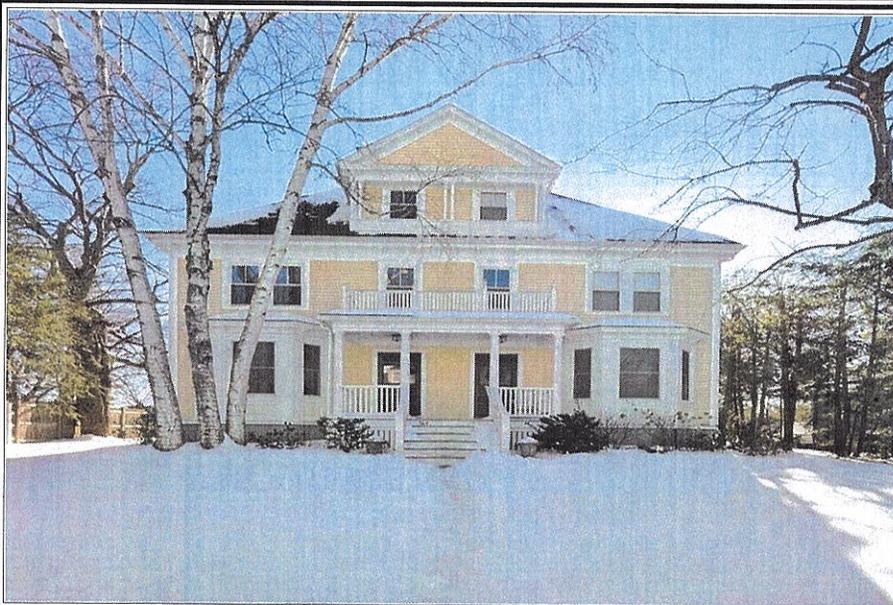


INTERIOR

Borrower N/A
Property Address 58 Stow St U5
City Concord County Middlesex State Ma Zip Code 01742
Lender/Client Meredith Birdsall Address mkbirdsall2000@yahoo.com



COMPARABLE # 1
100 Keyes Rd U204
Concord, Ma 01742



COMPARABLE # 2
149 Hubbard St U1
Concord, Ma 01742



COMPARABLE # 3
100 Keyes Rd U224
Concord, Ma 01742

Cullen Real Estate & Appraisal Company
MUNICIPAL DATA DISCLOSURE

THE FOLLOWING PAGE CONSISTS OF PROPERTY INFORMATION PROCURED FROM THE MUNICIPALITY.

THE PHYSICAL INFORMATION IS OFTEN INACCURATE.

THIS DATA SHEET IS PROVIDED TO VERIFY THE SUBJECTS LEGAL DESCRIPTION ONLY.

PHYSICAL, LOCATIONAL AND ENVIRONMENTAL CONDITIONS ARE BASED ON THE APPRAISERS OBSERVATIONS AT TIME OF INSPECTION.

Borrower N/A						
Property Address 58 Stow St U5						
City Concord	County	Middlesex	State Ma	Zip Code	01742	
Lender/Client Meredith Birdsall			Address mkbirdsall2000@yahoo.com			

12/17/2020

pinergy - Assessment and Sales Report

 Assessment and Sales Report

Location & Ownership Information

Address:	58 Stow St, Unit 5, Concord, MA 01742-2418		
Map Ref.:	M:9H B:809 L:1-5	Zoning:	C
Owner 1:	Caroline L Birdsall		
Owner 2:			

Owner Address:	58 Stow St, Unit 5, Concord, MA 01742-2418		
-----------------------	--	--	--

Property Information

Use:	Condominium	Style:	Condo-Apt
Levels:	1	Lot Size:	0.49 Acres (21300 sqft.)
Year Built:	1927	Total Area:	808 sqft.
Total Rooms:	4	Total Living Area:	808 sqft.
Bedrooms:	2	First Floor Area:	0 sqft.
Full Baths:	1	Addl Floor Area:	0 sqft.
Half Baths:	0	Attic Area:	0 sqft.
Roof Type:	Gable	Finished Basement:	0 sqft.
Heat Type:	Forced Hot Water	Basement:	0 sqft.
Fuel Type:	Natural Gas	Basement Type:	
Exterior:	Brick	Attached Garage:	0
Foundation:		Other Garage:	0
Air Conditioned:	No	Fireplaces:	0

Condition: Average/Good

Assessment Information

Last Sale Date:	1/27/1994	Last Sale Price:	\$110,000
Last Sale Book:	24209	Last Sale Page:	97
Map Ref.:	M:9H B:809 L:1-5	Tax Rate (Res):	14.23
Land Value:	\$0	Tax Rate (Comm):	14.23
Building Value:	\$144,477	Tax Rate (Ind):	14.23
Misc Improvements:	\$0	Fiscal Year:	2020
Total Value:	\$144,477	Estimated Tax:	\$2,055.91

Sales History

Recent Sale #1

Sale Price:	\$110,000	Sale Date:	1/27/1994
Buyer Name:	Caroline L Birdsall	Seller Name:	Wade G Rubinstein
Lender Name:	Shawmut Mtg Co	Mortgage Amount:	\$82,500
Sale Book:	0	Sale Page:	0

The information in the Public Record is set forth verbatim as received by MLS PIN from third parties, without verification or change. MLS PIN is not responsible for the accuracy or completeness of this information.

PURPOSE AND USE OF LIMITED APPRAISAL

The purpose of this limited appraisal is to estimate market value by performing an evaluation of real property collateral for use in a proposed underwriting. This limited appraisal is for the use of the party to whom it is addressed and any further use or dissemination without consent of the appraiser and addressee is prohibited.

DEFINITION OF MARKET VALUE

Market value, as referenced in OCC Rule 12 CFR 34.42(f): The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. *Adjustments to the comparable must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

DESCRIPTION OF LIMITED VALUATION PROCESS

In performing this preliminary value analysis, the valuation process consisted of: (1) Reviewing assessment/public records and comparable database listing information for the subject; (2) Conducting an inspection of the subject and its environs; (3) Analyzing sales of regional residential real estate; (4) arriving at a value conclusion; (5) Writing this report.

Departures from specific appraisal guidelines included: SR 1-3 because the appraiser has presumed, for the purpose of the limited appraisal, that the existing use of the subject property is the highest and best use; SR 1-4 because only a sales comparison analysis of value was employed in this limited appraisal since it is the primary valuation method for residential dwelling similar to the subject. Any additional uses of the departure provision are specifically stated in the attached appraisal report or its attachments.

SALES HISTORY

According to the data utilized in preparing the report, the property has has not transferred within the past 12 months.

LEVEL OF RELIABILITY

The use of the departure provision to allow a limited appraisal with a single approach to value reduces the level of reliability of this report.

RECONCILIATION

Complete weight was given to the Sales Comparison Approach as it is the approach used by most buyers when purchasing a single family dwelling. The Income Approach was not applicable because of the lack of rental information and meaningful relevancy to the value of a dwelling located in this primarily owner occupied neighborhood. On the other hand, the Departure Provision was utilized to estimate the Cost Approach because the appraiser decided this omission in this limited appraisal assignment would not confuse or mislead the client or the intended users of this report. The market value is estimated on the FHLMC form 704 or similar attached.

ASSUMPTIONS AND LIMITING CONDITIONS

- * No responsibility is assumed for the legal discrimination or for matters indicating legal or title considerations. Title to the property is assumed to be marketable. The property is appraised free and clear of any and all liens and encumbrances, except as noted in the report.
- * Information furnished by others during the course of the research has been verified to the extent possible and is believed to be reliable, but no warranty is given for its accuracy.
- * No responsibility is assumed for the effect on value of hidden or unapparent conditions of the subsoil or structures; or for arranging engineering studies to discover such conditions.
- * No evidence of contamination or hazardous materials was observed. However, the appraiser is not qualified to detect potential hazardous waste material that may have an effect on the subject property. The client may wish to retain such an expert if he desires.
- * Sketches and other illustrative material are included only to assist the reader in visualizing the real estate and its environs, are based on data developed and supplied by others, and are not meant to represent a survey or as-built plan.
- * Any distribution of the total valuation among land, improvement, and/or other components applies only under the stated program of utilization and must not be interpreted or used as individual values for other purposes.
- * The appraiser is not required to provide consultation, testimony, or attendance in court by reason of this assignment, unless such services have been assigned in contracting the assignment.
- * Possession of the report or a copy thereof does not carry with it the right of publication, and it may not be used for any purpose by anyone other than the addressee, without the written consent of the author and addressee. Even with such permission, out-of-context quoting from and/or partial reprinting of the report is prohibited. The report is an integrated entity and is only valid in its entirety.
- * Neither all nor part of the contents of the report shall be disseminated to the public relations, news, sales, or other media without the prior written consent and approval of the author.

LIMITED SCOPE APPRAISAL CERTIFICATION

I certify to the best of my knowledge and belief that: the statements of fact contained in this report are true and correct; the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limited conditions and are personal, unbiased, professional analyses, opinions and conclusions; I have no present or prospective interest in the real estate and have no personal interest or bias with respect to the stipulated result, or the occurrence of a subsequent event; the analyses, opinions and conclusions were developed and the report prepared in conformance with and subject to the requirements of the Uniform Standards of the Professional Appraisal Practice of the Appraisal Foundation; the appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan; I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual(s) in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by each in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will not take the responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION

If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervised the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certification above, and am taking full responsibility for the appraisal and the appraisal report.

PROPERTY ADDRESS: 58 Stow St U5, Concord, Ma 01742

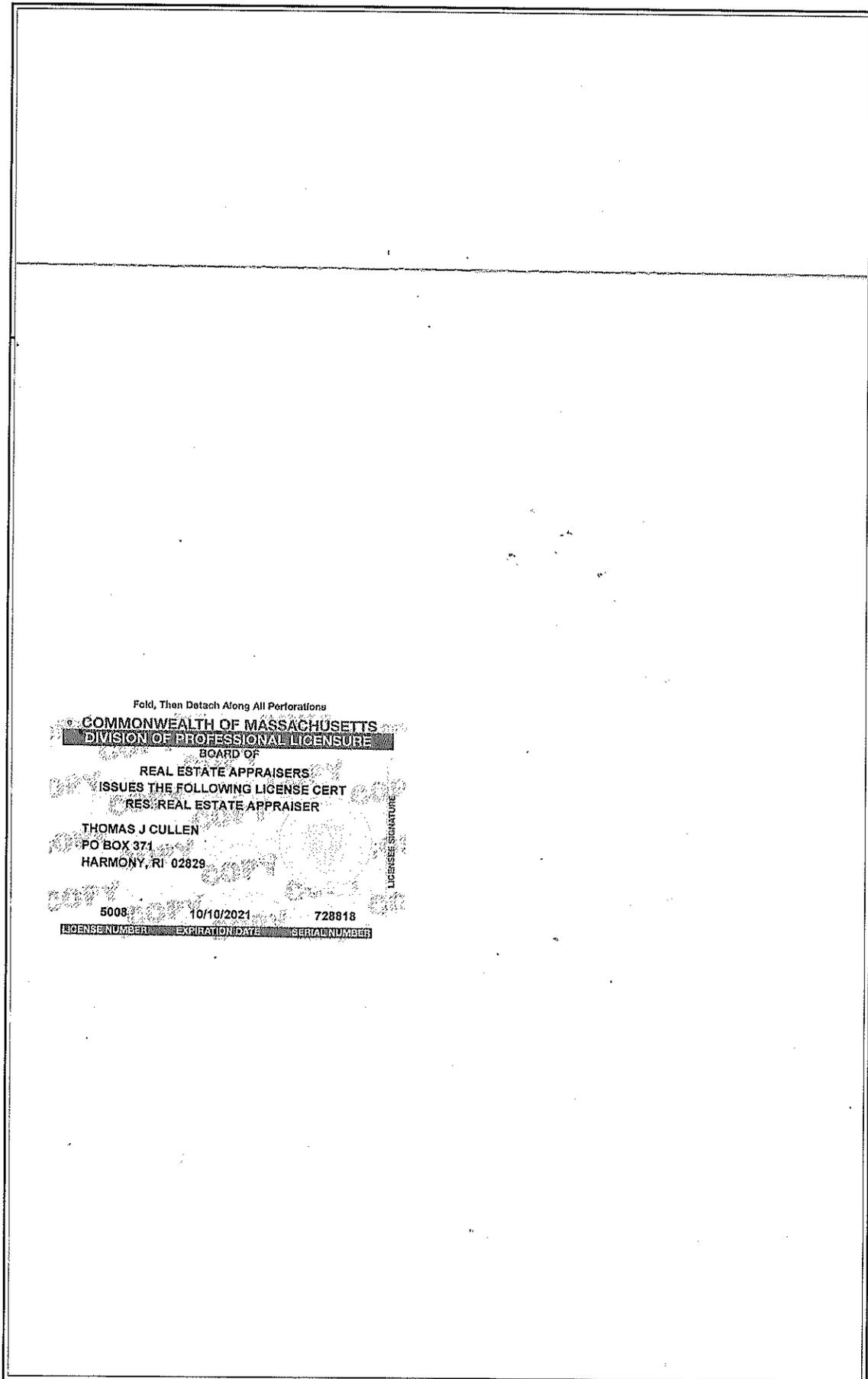
APPRAISER: Signature:  Name: Tom Cullen Date Signed: 12/17/2020 State Certification #: 5008 or State License #: _____ State: Ma Expiration Date of Certification or License: 10/10/2021 <input checked="" type="checkbox"/> Did <input type="checkbox"/> Did Not Inspect the Interior of the Property	SUPERVISORY APPRAISER (only if required) Signature: _____ Name: _____ Date Signed: _____ State Certification #: _____ or State License #: _____ State: _____ Expiration Date of Certification or License: _____ <input type="checkbox"/> Did <input type="checkbox"/> Did not Inspect property
---	---

Borrower N/A

Property Address 58 Stow St U5

City Concord County Middlesex State Ma Zip Code 01742

Lender/Client Meredith Birdsall Address mkbirdsall2000@yahoo.com,



Fold, Then Detach Along All Perforations

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE

BOARD OF

REAL ESTATE APPRAISERS

ISSUES THE FOLLOWING LICENSE CERT

RES: REAL ESTATE APPRAISER

THOMAS J CULLEN

PO BOX 371

HARMONY, RI 02829

LICENSEE SIGNATURE

5008 10/10/2021 728818

LICENSE NUMBER EXPIRATION DATE SERIAL NUMBER

Borrower N/A

Property Address 58 Stow St U5

City Concord County Middlesex State Ma Zip Code 01742

Lender/Client Meredith Birdsall Address mkbirdsall2000@yahoo.com.



State of Rhode Island and Providence Plantations
Department of Business Regulation
Real Estate Appraisers Section
John O. Pastore Complex, Bldg. 69-1
1511 Pontiac Avenue
Cranston, RI 02920-0942



Certified Residential Appraiser

Certification No. CRA.0A00115 This Certification Expires on: 12/31/2021

(In accordance with Title V, Chapter 20.7 of the General Laws of Rhode Island relating to Real Estate Appraisers) Pursuant to vested authority and having received full payment of the required fee, the Department of Business Regulation has licensed/certified

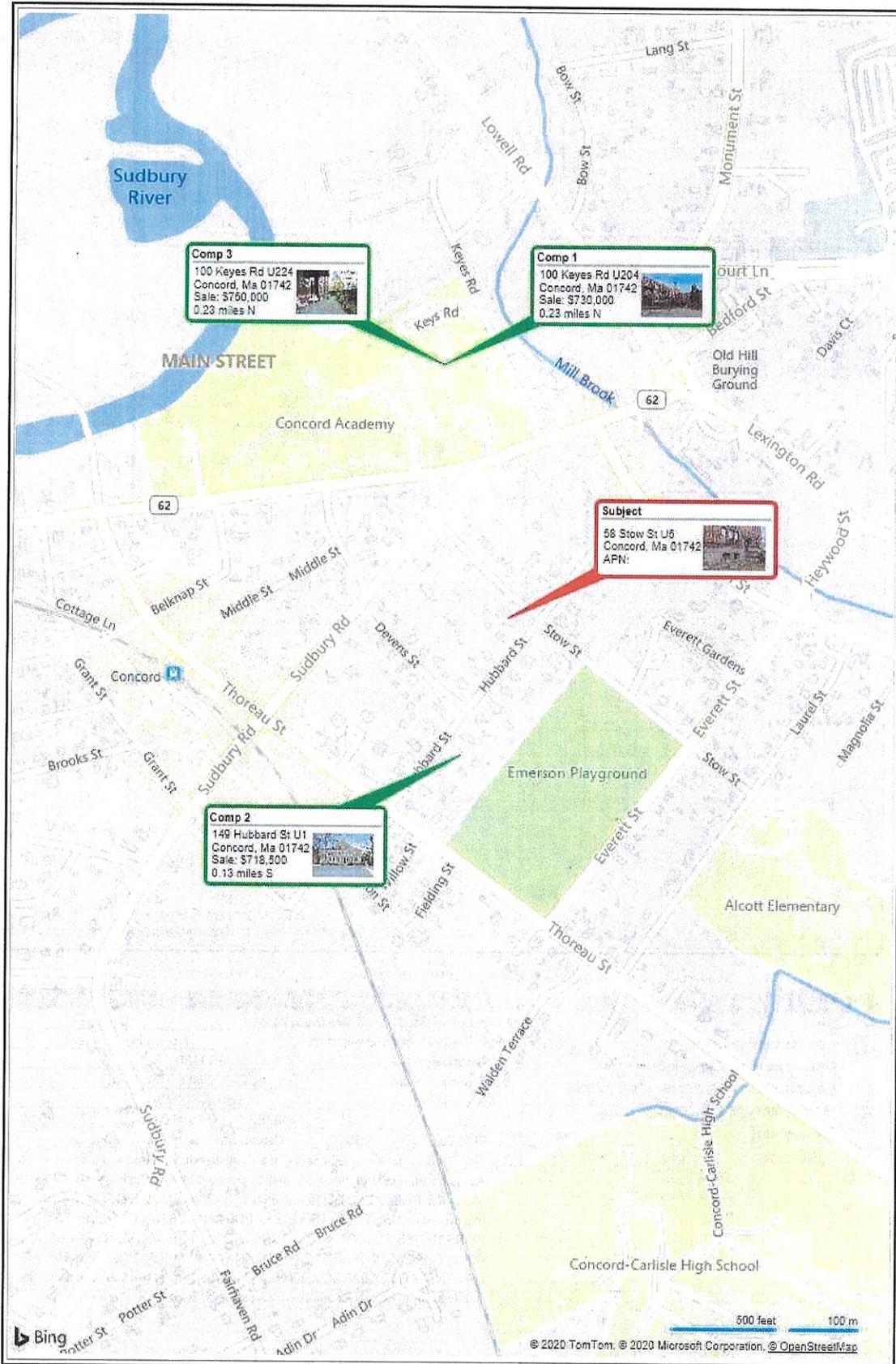
Thomas J. Cullen

The person named herein may engage in the business of appraisal practice, provided he shall in all respects conform to the Provisions of Title V, Chapter 20.7 of the General Laws of Rhode Island 1987, as amended, and the rules and regulations issued under authority thereof, beginning 01/01/2020 and ending 12/31/2021 unless this license is suspended revoked or voluntarily returned to the Department during this period.

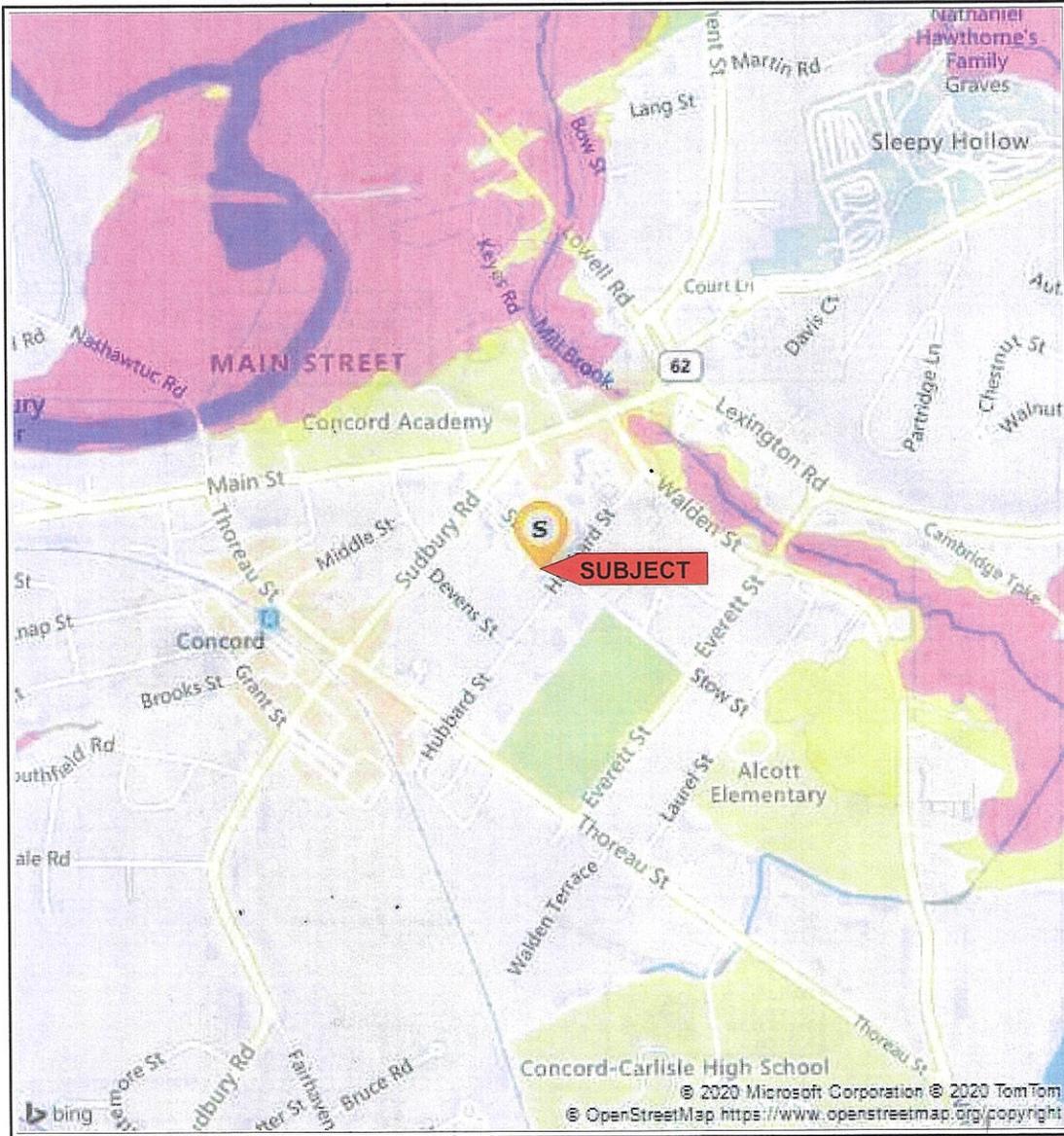
[Handwritten Signature]

Chairperson, Real Estate Appraisers Board

Borrower	N/A						
Property Address	58 Stow St U5						
City	Concord	County	Middlesex	State	Ma	Zip Code	01742
Lender/Client	Meredith Birdsall		Address				mkbirdsall2000@yahoo.com,



Borrower	N/A						
Property Address	58 Stow St U5						
City	Concord	County	Middlesex	State	Ma	Zip Code	01742
Lender/Client	Meredith Birdsall		Address	mkbirdsall2000@yahoo.com,			



Flood Map Legends

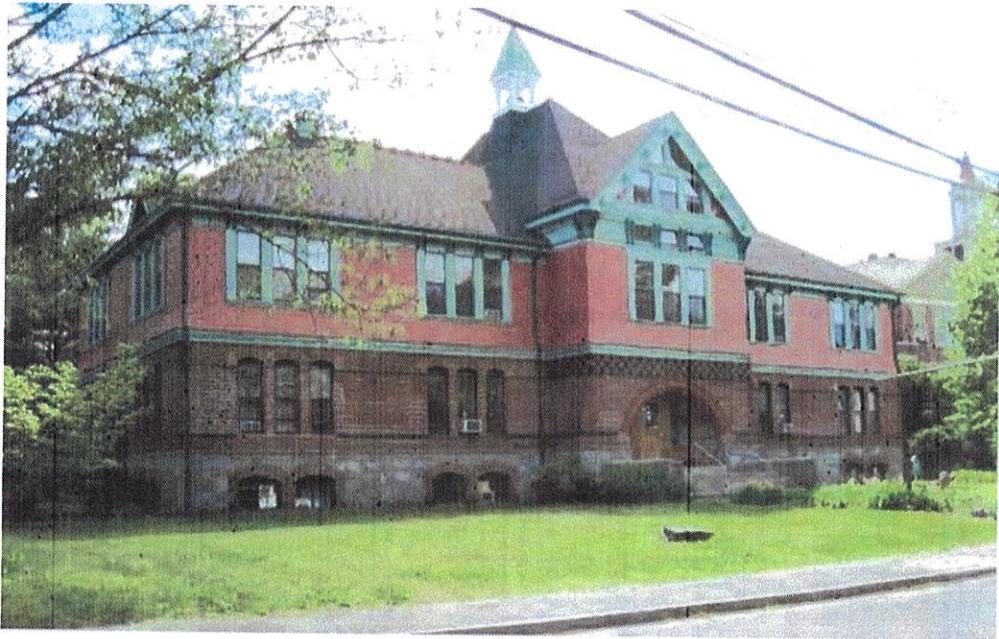
- Flood Zones
- Areas inundated by 100-year flooding
 - Areas inundated by 500-year flooding
 - Areas of undetermined but possible flood hazards
 - Floodway areas with velocity hazard
 - Floodway areas
 - COBRA zone

Flood Zone Determination

In Special Flood Hazard Area (Flood Zone): Out
 Within 250 ft. of multiple flood zones? Not within 250 feet
 Community: 250189
 Community Name: CONCORD, TOWN OF
 Map Number: 25017C0378F
 Zone: X Panel: 0378F Panel Date: 07/07/2014
 FIPS Code: 25017 Census Tract: 3613.00

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Below is a picture of 1) Emerson Annex building and 2) Picture of Emerson Annex, Unit 5. There are more pictures of the unit in the enclosed market value appraisal report.



58 Stow St U5
Concord, Ma 01742

8.50 x 14.00 in

Jeremy Romanul

From: tbarveyan <tbarveyan@yahoo.com>
Sent: Wednesday, February 17, 2021 12:22 AM
To: Linda Escobedo; Susan Bates; Jane Hotchkiss; Terri Ackerman; Matthew Johnson; Jeremy Romanul
Cc: Mark Gailus; julie rohwein; Diane Proctor
Subject: Reformatory Branch Trail and revealing video
Attachments: Correspondence with Engineer Adrienne St. John.pdf

February 17, 2021

Dear Members of the Concord Select Board:

Re: The BFRTAC letter asking you to do something about the Reformatory Branch Trail, in response to Bedford's plans to pave its portion.

<https://concordma.gov/DocumentCenter/View/27865/Reformatory-Branch-TRAIL-Letter>

(This is the draft that was approved at the BFRTAC's February 4th 2021 meeting.)

The letter states that Bedford has secured funding to pave to the Concord town line.

This is in fact inaccurate.

Bedford has secured funding to pave up to 800 feet short of the Concord town line because the ADA requirements necessitated that the paved path loops and ends on a paved sidewalk.

What Bedford will do with the 800 feet is still under discussion.

(See attached correspondence with Bedford Public Works Engineer Ms. St. John)

As I have indicated in a different letter to which you were copied, it is also inaccurate that the public has been asking you for public discourse on what to do with Concord's RBT. The letters from the public are mostly in objection, in reaction, to BFRTAC co-Chairs requests to act. Also, the 1995 document stipulates that the RBT be a walking trail.

MOST importantly, the November 4th video of the Bedford Bicycle Advisory Committee shows four gentlemen from Concord attending and collaborating with the Bedford Committee to make sure that by strategizing together, the RBT is entirely paved in both towns. These gentlemen from Concord are the two co-Chairs of the BFRTAC, Mr. Welch and Mr. Fahlander; Mr. Posner of the Transportation Advisory Committee; and Mr. Robichaud, a trail steward for the RBT, affiliated with the Trails Committee.

(This is from when it was anticipated that the Concord Select Board would soon take up the matter of possibly expanding the BFRTAC's Charge; the Bedford Committee members are eager to present to you all.)

PLEASE

WATCH <https://www.youtube.com/watch?v=0QS2XdZRoKs&list=PLtnwzenFQyuuXoNYzbxUVLdWL1Jv070Vb>

Minutes 48' to 1 hr 13'. Also the first 5 minutes, where the Chair says the people from Concord are there to help them.

Minute 58:22 Mr. Jackson from Bedford: "We can get support in Bedford if we can promise that it will go into Concord."

The co-Chairs of the BFRTAC have denied that paving is necessarily the goal. The video shows that it in fact is very much so (even though one of the gentlemen does say in passing that his personal preference is not to pave.) **At the end they all agree the RBT in Concord will eventually be paved within 10 years or so after some coaxing of the public.**

It is also mentioned that Bedford voted to pave its portion a few years back after being wrongly told that Concord was going to pave its portion.

Now the goal is to have Concord pave with pressure from Bedford.

In fact chances are if you take any action to "respond" like the BFRTAC letter is asking you, that will be used to coax Bedford to pay for the last 800 feet out of pocket. (Which will again be used to coax Concord to pave.)

Any action we take will be used to play both sides against each other to satisfy special interests. This is not public discourse. This is no way to be proactive.

Please take no action on the BFRTAC's letter. Our trails committee does a fine job taking care of our trails.

Also, when you discuss this issue, please allow for public comment during the discussion, before deciding anything.

Thank you,
Tanya B. Gailus

Jeremy Romanul

From: Joseph Stein <jfsteinjr@yahoo.com>
Sent: Friday, February 19, 2021 11:34 AM
To: Linda Escobedo; Susan Bates; Jane Hotchkiss; Terri Ackerman; Matthew Johnson; Jeremy Romanul
Subject: Reformatory Branch Trail Comment

Dear Select Board,

I am writing as I understand the future of the Reformatory Branch Trail is currently being discussed, given Bedford's plans to extend the Minuteman Bikeway.

Please be aware that there is substantial opposition to paving this trail by Concord residents. Placing the future of this trail under the purview of the BFRT committee (or any other biased pro-cycling committees) would be highly irresponsible, as they do not represent the community voice and will advocate intensely for the trail to be paved for their own benefit.

This trail is an absolute gem that winds through open fields, runs parallel to the Great Meadows National Wildlife Refuge, and abuts at least a half-dozen hiking trails. Paving will transform a peaceful multi-use trail into a high-speed cycling corridor which will double the average bike speed on the trail, creating significant safety concerns - particularly for younger bikers. In 2019 alone, two helmet-wearing cyclists collided with each other on the Minuteman Bikeway in Lexington resulting in a fatality. The same thing will happen here. Maintaining the RBT as a natural path forces cyclists to reduce speed and reduces overall cyclist volume - enhancing the overall experience for all.

Keep in mind that most users of the trail are in fact NOT cyclists - they are dog walkers, pedestrians, bird watchers, hikers - all of whom demand that it remain a natural path. There are plenty of examples of successful stone dust multi-use pathways throughout the country and Concord as well (Minuteman National Park, Thoreau St sidewalks, etc.).

It also goes without saying that paving will dramatically increase overall pedestrian traffic in and around the GMNWR area, creating unsustainable and potentially irreversible environmental impacts in this sensitive area. Abutting hiking trail systems will become overrun and abused. Trash will become an issue. Turtle migratory patterns may be impacted. And it will add to the already substantial tree loss experienced with the development of the BFRT through West Concord. In short, it is a bad idea.

The statement by the BFRT committee that "something must be done" to address future cyclist traffic from Bedford is false. It is a tactic to add unnecessary pressure to decision makers. Nothing needs to be done. As a town, we have a long history of taking our time, involving the community, and doing what is right. We must employ the same restraint here.

Phil Posner of the BFRT committee is an outspoken advocate of paving this trail, and has an association with the Monsters in the Basement - a cycling group in Concord. As a member for almost ten years, I can assure you that his views do not at all reflect the Monster community.

This trail has been cherished by the community and town visitors for over 50 years. While some improvements may be necessary to accommodate future traffic increases, including widening in some areas, the trail should absolutely be maintained as a natural path for ALL to enjoy, not just a cyclist subset.

I urge common sense by the Select Board, and demand fair and open dialog among the Concord community before any action is proposed.

Regards,

Joseph Stein & Amanda Patrick

21 Thoreau St

February 11, 2021

To: Town Manager, Stephen Crane and the Select Board of Concord, Massachusetts
From: Richard and Georgine Feldt, 445 Lowell Road, Concord

This is in support of the letter coming to you from "Concerned Citizens of Concord", dated February, 2021. We are dismayed that our tax dollars are being used to sue neighbors regarding a pathway to Estabrook Woods. Our tax dollars should not be used for this. This pathway is on private property and has been maintained by these property owners for years.

We reside at 445 Lowell Road. We walk down Estabrook Road, then onto the pathway into Estabrook Woods. We have seen firsthand cars parked haphazardly with no regard to the signage. We have experienced dogs running wild. There was one snowy winter that we were so disgusted by the dog feces on the trail that we did not return for the remainder of the winter. Given our personal experience, we fully support the property owners' past attempts to protect their property and privacy. It certainly is unfortunate that the town's response to their efforts was to sue them. The town's justification has always been that the town tried to compromise. Our response is that you did not try hard enough and now the town is using lots of our tax dollars on a lawsuit against our neighbors.

In your "Statement from the Concord Select Board" of December 7, 2020 you stated; "This lawsuit is about one thing: the right of members of the public to use Estabrook trail". This is a misleading statement. There are multiple access points to Estabrook Woods. If the final outcome of this lawsuit is the closure of this pathway, so be it. We support the property owners.

Please stop spending tax dollars on this lawsuit.

Richard Feldt
Georgine Feldt

Reply to 2229 Main Street property purchase by Concord

I have read the NSRC draft of 7 Dec 2020 and want to raise several issues regarding the liability the Town of Concord will be assuming.

Executive Summary

- **Concord's own experience with unexpected expenses due to pollution risks suggests reconsideration of assuming ownership of the 2229 Main Street property.**
- **Yesterday's technological principles have always been measured and judged in today's 20/20 hindsight, suggesting nothing but uncertainty as to the risks associated with future health and safety issues of the 2229 Main Street property.**
- **The three named liable parties, US Army, Textron and Whittaker, have well established avenues of avoiding ongoing liability.**
- **Concord has much greater strength in contractual protections with a third-party property owner than in direct ownership of 2229 Main Street.**

Background of my position: I was serving on the Concord Town Finance Committee during the mid-1980's when the municipal insurance crisis arose, along with a wider general liability coverage shortage. In place of legislators' inaction, courts then were re-writing insurance policy terms to fund much needed toxic cleanup costs. With municipalities, courts were particularly sympathetic.

Knowing of the issue, I alerted both the Finance Committee and the Board of Selectmen (as known then) to a probable pricing crisis. Response to the inquires of the insurance house servicing Concord's municipal insurance program indicated no increase in rates was anticipated. Ultimately we ended up in Special Town Meeting, **November 4 and 5, 1985**, to authorize **an additional another \$120,00 \$100,000** for the mid-year insurance policy renewals. [Remember, that was in 1980's dollars.]

Additionally, medicine and technology are consistently being judged with 20/20 hindsight. Yesterday's best practices have always paled beside today's knowledge. Juries are understandably sympathetic to injured parties, and as understandably weak at grasping the complex technology in question.

Response to the proposal regarding ongoing liability issues to the Town: The proposal identifies a number of entities responsible for the property pollution cleanup, designated since 2001 as a Superfund site. In my 35 years of professional risk management and liability experience, including numerous clients working with radioactive and hazardous material, there is nothing less certain than the funding for ongoing remediation. **Escrow accounts for possible future remediation in today's dollars for projected impact using today's science are notoriously underfunded.** Prognosticating in the field of public health is fraught with peril. As a contemporary example, the exploding field of nanotechnology produces particles on the molecular level that are known to attach to every organ of the human body. Today's medical experts do not yet know the ultimate impact on humanity. Five years ago I predicted that nanotechnology will be the next multi-billion dollar health crisis. That was before COVID-19.

The Town states that supervision for the ongoing integrity of the containment sections would be more easily undertaken if Concord were the property owner. There was no substantiation for that position. As we know, costs and liability can be contracted to a third party property owner with municipal oversight and statutory and regulatory support. In fact, transferring risk contractually is a routine commercial practice.

With municipal immunity, Concord is allowed limited liability exposure under statute, which suggests that **should future neglect of the property occur, affected citizens will have limited recourse.** Commercial entities enjoy no such legal protections. Ergo, a commercial landowner of the property would provide much greater protection to the public, as well as the town.

It is foreseeable that Concord's insurance costs will increase substantially. While I am not privy to the Town's current program, I would anticipate that some manner of site pollution coverage is currently in place. In my professional opinion, taking over 2229 Main Street will increase those rates substantially, as well as pose considerable engineering costs for annual renewal policy underwriting. Referencing my experience in the mid-1980's suggests too, **it is entirely foreseeable that pollution coverage and rating would be unavailable at some future time.**

It is necessary to also look at the responsible parties contracted for current and future costs; the US Army, Textron and Whittaker [p.16]. Future solvency of the two private parties depends upon good-faith corporate actions with no legal maneuvering to avoid liability, both rare in the corporate world. **Government entities are historically prone to legislate themselves harmless from liability. Under joint and several liability, Concord would inevitably be brought into suits against any of the parties.**

My conclusion is:

- Concord should not take ownership of the property.
- Residential use of the property never be considered viable under any ownership.

Nancy P. James
48 Walden Terrace
Concord, MA 01742

1/4/2021

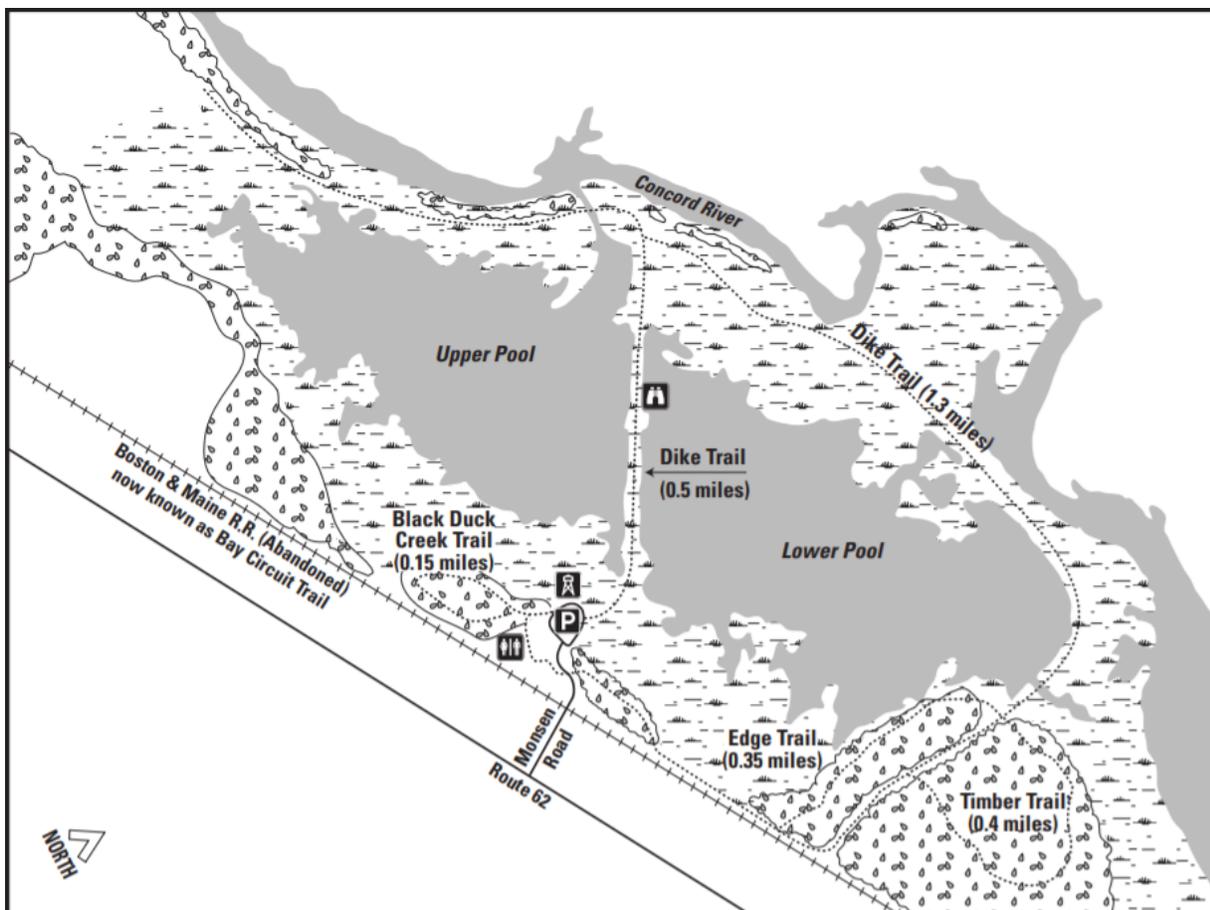
To the Concord Select Board,

I strongly encourage the Select Board to take **NO ACTION** on the proposal to change/"improve" the Concord section of the Reformatory Branch Trail in Concord.

I am a long-time member of the Friends of the Bruce Freeman Rail Trail and beneficiary of the myriad of rail trails in Concord and around our Commonwealth.

An essential tenant of a rail trail and, in fact, any public recreational site is the trade-offs between public access and the environmental/wildlife impact of any change in access modes or patterns.

The Reformatory Branch trail passes within a very short distance of the Great Meadow's Dike trail, which passes through extremely sensitive wildlife habitats—for birds, turtles and fauna. Many naturalists conduct field studies in Great Meadows. This is an essential gem for our town---and the Commonwealth.



The Reformatory Trail is already multi-use—providing access for bikes, walkers and strollers. I do not think paving the Concord section serves any purpose—for our town or the environment:

- Encouraging more traffic to Great Meadows is a problem in itself. Car traffic is limited by design. There are a limited number of bike stations. If the Reformatory Branch Trail is paved, I sincerely worry that the use of Great Meadows will be stressed.

- The Concord end-point of the Reformatory Branch Trail is the Keyes Rd public works parking lot, crossing Lowell Road at Littleton Lumber.
 - Does the town's public works department have the capacity for the potential demand for parking?
 - Who will assure the safety of families crossing Lowell Road? Will we need to install a crossing light or ask the police to monitor this crossing?

I love bike trails but strongly believe that we should leave the Concord section of the Reformatory Branch trail unchanged.

Sincerely,

Ellen Quackenbush
206 Prairie St
West Concord