

**TOWN OF CONCORD
SELECT BOARD MEETING
OCTOBER 17, 2022 | 6:30 PM**

**TOWN HOUSE, 22 MONUMENT SQUARE
SECOND FLOOR MEETING ROOM AND VIA ZOOM**

<https://us02web.zoom.us/j/85652437361?pwd=VW9FM2ZLenV6Sm5RSG1XZiNaOFN3QT09>

Meeting ID: 856 5243 7361

Passcode: 136209

Toll Free: 833-548-0282

Revised October 17, 2022

AGENDA

#	Time*	Agenda Item
1.	6:30pm	Call to Order Elect chair and clerk pro tem for the meeting
2.		Consent Agenda <ul style="list-style-type: none"> • Minutes: February 7, 2022; August 15, 2022 (executive session minutes, not to be released); October 3, 2022 • Town Accountant Warrants: October 13, 2022 • One Day Liquor License Application: <ul style="list-style-type: none"> ○ Concord Country Club, 246 Old Road to 9 Acre Corner, All Alcoholic Beverages, for a Private Event on October 29, 2022 from 6:00 PM to 11:30PM ○ Change to Umbrella Arts Center approved One Day Special Liquor License for their event on October 21, 2022 from 7pm to 10:30pm: change to all alcohol • Gifts: by Mr. and Mrs. John Langan to the Council on Aging Gift Account in the amount of \$1,000.00 • Tour Guide License: Liz Clayton
3.		Town Manager's Report
4.		Chair's Report
5.	6:45pm	Update on Town Counsel's Review of Certain Provisions of Christopher Heights/Junction Village Development Memo of Understanding
6.	6:55pm	Update on Christopher Heights/Junction Village Project
7.	7:05pm	Update from RHSO – Affordable Housing Projections
8.	7:20pm	Mill Run Local Initiative Program (LIP) Application
9.	7:25pm	Habitat for Humanity Local Initiative Program (LIP) Application (Gerow)
10.	7:35pm	Review and Vote on Special Town Meeting Calendar for Special Town Meeting Scheduled for January 19, 2023
11.	7:50pm	Review and Vote on 317 Garfield Road Project in connection with its Historic Preservation Restriction
12.	8:10pm	Review and vote on revised charge of the White Pond Task Force; review possible suspension of White Pond Advisory Committee charge
13.	8:15pm	Parking Meters Discussion

14.	8:45pm	Committee Nominations: Michael Benn of 747 Old Marlboro Road to the Public Ceremonies and Celebrations Committee; Alyssa Erhartic of 263 Commonwealth Ave to the Public Ceremonies and Celebrations Committee
15.		Committee Appointments: Deb Greene of 341 Mattison Drive to the Concord Board of Health, reappointed for a term of May 1, 2022 to April 30, 2025 (exempted from term limits pursuant to Section VII(b)1 of APP #10, Town Appointment Policy); Mark Hanson of 340 Holden Wood Road to Pollinator Health Advisory Committee, reappointed with a date of May 1, 2020 to April 30, 2023; Ryan Hanley of 77 Lexington Road to the Historical Commission as an associate member for a term of August 8, 2022 to May 31, 2023; Virginia "Dinny" McInyre of 26 Simon Willard Road, reappointed to the Tax Relief Committee for a term of May 1, 2022 to April 30, 2025; Betsy Levinson of 124 Nashoba Road, reappointed to the Concord Cultural Council with a term of June 1, 2021 to May 31, 2024.
16.	8:50pm	Select Board Liaison Reports
17.	9:05pm	Correspondence
18.		Public Comment
19.	9:15pm	Adjourn

**Times are approximate and subject to change*

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

**Town of Concord
Select Board
Minutes
February 7, 2022**

Pursuant to a notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting via Zoom on February 7, 2022 at 7:45 p.m.

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

Call to Order

Chair Ackerman called the meeting to order at 7:45 p.m.

Consent Agenda

- Minutes: December 6, 2021
- Gift Acceptance:
 - Concord Building & Design Center (formerly Concord Lumber) donation of equipment to the Concord Fire Department which is valued to be \$2,269.85
 - Alys Scott donation of \$2,500.00 to the Concord Police Department

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

Town Manager's Report

Noted in the Town Manager's Weekly Operational Report were several items including:

- the February 9-19 Main Library closure dates to install long-awaited shelving and extended closure of the children's section beginning on February 19; Fowler to remain open during this time.
- Dates and times of planned power outages
- Receipt of \$100,000 grant from the Green Communities Program for the heating units at four of the five pods at Ripley.
- Current BOH policy on the mask mandate.

Ms. LaFleur announced that department senior staff presentations will be on future board agendas for SB members to learn more about department activities and have questions answered directly. Board members requested additional information on the Police Department's board de-escalation policy, impact of recent preliminary guidelines for Smart Growth around transit centers, projected costs for the Assabet River Bridge Project, and proposed scenic roads bylaw.

Chair's Remarks

Ms. Ackerman commented that the State Legislature is working on extending video conferencing and hybrid meetings through July 15, 2022. The first of the Public Hearings in preparation for ATM will be the SB Public Hearing on February 28 at 7:00 p.m. to be followed by four additional public hearings in March. All to be held at the Town House and on Zoom.

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**Public Hearing: Grant of Location Petition from Comcast of
Massachusetts III, Inc. to install aerial coaxial cable from utility pole #38
to utility pole #43 at and near 516 Monument Street**

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: To open the Public Hearing for the Grant of Location Petition from Comcast of Massachusetts III, Inc. to install aerial coaxial cable from utility pole #38 to utility pole #43 at and near 516 Monument Street

The petition was presented by Greg Franks representing Comcast, who commented that he had received and was in agreement with the Town Engineering Department's list of conditions. After a brief discussion,

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: To close the Public Hearing.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to approve the Grant of Location Petition from Comcast of Massachusetts III, Inc. to install aerial coaxial cable from utility pole #38 to utility pole #43 at and near 516 Monument Street.

**Vote to Extend the Term of the Intermunicipal Agreement for the
Making the Connections Program**

Marcia Rasmussen, Director of DPLM, gave an update on this multijurisdictional program awarded to Sudbury as a Community Compact Best Practices grant for on-demand transportation pilots. The target audience is for seniors, people with disabilities, residents financially vulnerable and veterans. With just over four months remaining on the grant, Marcia hopes Concord will minimally benefit from survey information and lay the ground work for future cooperation. Some limited funds may also be available between now and the end of the grant.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: To approve the amendment to the Intermunicipal Agreement for the Making the Connections Program with a new expiration date of June 30, 2022.

Vote to Appoint the Interim Finance Director

Ms. Lafleur, Interim Town Manager, introduced Robert (Bob) LeLacheur and Gail Dowd whom she is recommending to share the Interim Finance Director position which is necessary while Ms. Lafleur serves in her current position. With previous experience as Reading Town Manager and CFO, respectively, they have indicated a willingness to share the position between them for a total of 50 hours/week through the end of June or longer, if needed. Financial program migration and capital planning are among the priority

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projects to be worked on.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: To approve the Town Manager's appointment of Gail S. Dowd and Robert W. LeLacheur, Jr. as Interim Finance Director.

**Vote on 2022 Annual Town Meeting Warrant: Approve Order of
Warrant Articles; Approve Select Board Sponsored Articles**

Carmin Reiss, Town Moderator, confirmed that Sunday May 1, 2022 beginning at 1:00 p.m. will open Town Meeting, the length of which is yet to be determined depending on the Covid situation at that time. She would like to return to an indoor format, anticipating Sunday and Monday sessions given the number of warrant articles and suggested we must remain flexible in case ATM will have to held outdoors, in which case ATM would be one day. Ms. Reiss then outlined general considerations to assist the Select Board in determining the order of the Town Warrant including: grouping like categories of articles together such as zoning, enterprise funds, Town and School budgets are usually discussed on the first day, etc.

The Select Board then discussed trying to schedule high interest articles earlier in the order of the draft warrant provided, recommending moving Articles 40-45 up in the warrant. Wording changes were discussed for both Article 12 and Article 38 as numbered in the original draft warrant provided.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: To approve the order of the 2022 Annual Town Meeting warrant articles as reflected in the Warrant Article Table of Contents and included in this meeting packet with the exception of moving Articles 40-45 higher in the order as discussed.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: To approve the Select Board sponsorship and wording of the following three articles included in the draft Warrant provided for this meeting:

Article 12, Appropriation for Senior Means-Tested Tax Exemptions;

Article 24, Appropriate Funds for Affordable Housing Development, as amended at this meeting;

Article 38, Adopt Local Ballot Option Pursuant to MGL 53, 188, with the wording of the article as amended at this meeting.

**Vote to Extend the Term Date of Members Serving on the Civil War
Monument Task Force**

Henry Dane relayed that the Civil War Monument Task Force has requested that the Task Force's original sixth month charge be extended for an additional sixty days to complete its final report and recommendations. Task Force members have done extensive historical research and are currently working on information for funding options to

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replace the current plaque to include the name of George Washington Dugan, along with other recommendations for monument preservation. In the future, the Select Board may want to consider tapping this same Task Force for a revised charge for implementation of its recommendations.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: To amend the charge of the Civil War Monument Task Force as follows:

Section C: To extend the terms of the members to expire on May 31, 2022;

Section D. The Committee will file its final report by May 31, 2022 and delete the words “whereupon it shall be dissolved”.

Liaison Reports

Susan Bates – The Personnel Study Task Force discussed a proposed employee survey and a member-prepared review of the personnel bylaw with proposed changes for consideration. The White Pond Advisory Committee is concerned about access issues to the Pond since fencing was not approved by the State for the last half mile of the BFRT and recent advertising from the new Sudbury multi-unit development that there were trails to White Pond. The Concord Business Partnership is encouraging the Town to create an economic development position. They are inviting similar position holders from surrounding towns to a future meeting.

Linda Escobedo – The Concord Historical Commission continues to work on a Scenic Roads and Byway article. An Historic Issues Coffee is scheduled for this Wednesday. The Historic Districts Commission is currently considering two business applications for changes to the Colonial Inn and Milldam Terry. The second application for 615 Lowell was attended by many citizens concerned about preserving the historic nature of Hilldreth Corner; ultimately the developer’s application was denied. The Cemetery Committee has a resurgence of activity related to the care and restoration of Sleepy Hollow and its other cemetery properties, particularly given its historic and tourist interest. The Trustees of Town Donations recently met to discuss its investment strategies and fund disbursements, including outreach to relevant entities which can benefit. The Concord Housing Authority is ready to file an RFP as it seeks alternative funding for its Commonwealth (adjacent to Gerow Park) property. The Concord Municipal Affordable Housing Trust has been meeting weekly and expects to bring interim policy guidelines to the Select Board for its approval while a new Housing Production Plan is developed. The Planning Board has received the new State Transit Multi-Family Housing Draft Regulations; Ms. Escobedo recommends that the Select Board may also want to review it and suggest its own changes to the regulations to the Planning Board.

Matthew Johnson – The Trails Committee reviewed Phil Posner’s warrant article about a Reformatory Branch Trail Feasibility Study but reached no conclusion on whether to support it or not. The DEI Commission focused on its next strategic work discussing possible priorities. CMLP Board is working on a new rate schedule to capture fixed costs and time of use to better reflect supply and demand. The work is not easy and will likely require many more discussions.

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Henry Dane – Reported earlier on the work of the Civil War Memorial Task Force. Work on the 250th Executive Committee has begun with the nomination of John Arena on tonight’s agenda. Mr. Dane and Mr. Arena hope to have the committee fully appointed within 30 days. The Library will be closed for two weeks to install shelving. Covid continues to dominate the Board of Health agenda as were two business related issues which may require follow-up.

Terri Ackerman – The Fiber Broadband Extension Task Force expects to have a draft of its final report by March 1, likely followed by a public forum in April. The task force has a number of suggestions related to the use of ARPA funds including: seed money for a revolving fund for fiber completion; conduit for CHA and other underserved populations; and, for funding FY’23 in the Five-Year Capital Plan. The Transportation Advisory Committee is on the SB agenda for the March focus meeting.

Committee Nominations

John J. Arena, III of 70 Beharrell Street, Unit 327, to the Concord 250th Executive Committee for a term to expire on December 31, 2025.

Committee Appointments

N/A

Public Comment

None

Adjourn

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

Meeting Materials: <https://concordma.gov/DocumentCenter/View/34639/Select-Board-packet-for-Feb-7-2022-meeting>

Minuteman Media Network Coverage: <https://youtu.be/EFkSdNq7ouI>

**Town of Concord
Select Board
Minutes
October 3, 2022**

Pursuant to a notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting in the Second Floor Meeting Room and via Zoom on October 3, 2022, at 6:30 PM.

Present were Matthew Johnson, Chair; Linda Escobedo, Henry Dane, Acting Clerk; and Mary Hartman.

Call to Order

Chair Johnson called the meeting to order at 6:30 PM.

The absence of Select Board Clerk, Terri Ackerman, was acknowledged.

Upon a motion duly made and seconded, it was **UNANIMOUSLY VOTED:** to appoint Henry Dane as Acting Clerk for the meeting.

Consent Agenda

- Town Accountant Warrant: September 29, 2022
- Minutes: August 8, 2022; Concord Town Manager Search Committee (disbanded) Executive Session Minutes for April 4, 2019 and April 25, 2019
- Gifts: GreenLabs LLC contribution of \$2,500.00 to the West Concord Junction Cultural District Committee for an educational exhibit at 30 Beharrell Street

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

Town Manager's Report

Town Manager Kerry Lafleur reviewed the Town Manager's report included in the Select Board meeting packet. Ms. Lafleur highlighted that Chief of Police, Joseph O'Connor, has announced retirement effective December 22, 2022 and thanked Chief O'Connor for his commitment and service to the Town.

Chair's Report

Chair Johnson congratulated Police Chief Joseph O'Connor on the occasion of his retirement .

Concord Middle School/Call for Special Town Meeting

Co-Chairs Pat Nelson and Dawn Guarriello appeared before the Select Board to provide an update on the Middle School building project. Ms. Guarriello stated that the current Design Development Estimate including the bid contingency is \$106,685,249.00. Ms. Guarriello discussed several items in the Middle School building project that were reduced and/or removed from the plans to produce cost savings.

Mrs. Hartman asked if the Committee was able to find any cost savings from the schematic design changes that were made following the Town Meeting approval of the initial Estimated Cost of \$102,815,697.00, such the installation of an outdoor ramp.

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Ms. Guarriello clarified that the mentioned ramp is an ADA requirement in order to connect the front and the back campuses of the building, which was budgeted for in the landscaping design.

Ms. Hartman then asked if the project would have to appear before the Zoning Board of Appeals for any relief.

Chair Johnson stated that the project was already heard by the Zoning Board of Appeals, but that he was not aware of the outcome of at the meeting.

Mr. Dane asked if the \$106,685,249.00 amount is the amount that the Committee would like to post in the Special Town Meeting Warrant.

Ms. Nelson responded that the Committee would like to propose an “up-to” amount, potentially an amount that is greater than the estimated \$106,685,249.00, for the Special Town Meeting Warrant but that the amount is ultimately up to the Select Board’s discretion.

Chair Johnson stated that it is his understanding that because the Town has already authorized \$102,815,697.00, the Town would only be looking to authorize the difference at Special Town Meeting.

Mr. Dane noted that he would like the amount requested to be finalized before the Special Town Meeting were called and that it reflect the maximum amount that might be required so that the Town Meeting would know the “worst case,” and that the Committee would not be coming back again for additional funding. Mr. Dane voiced concern regarding the tax impact of the project, which will be a hardship for many, and cause other capital projects to be deferred.

Ms. Escobedo noted that it will be important to consider input from the public on this matter, which can be done through Special Town Meeting and voting following the passage at Special Town Meeting.

Ms. Hartman added that the work to lower the cost of the project must continue up until the time of the Special Town Meeting because she is concerned that the Town may not vote to authorize additional funding for the project if the cost is not further reduced. .

Mr. Dane suggested that the School Committee should contribute to the debt service an amount equal to the reduction in operational costs realized from the consolidating of facilities.

Chair Johnson responded that the School Committee will not be contributing to debt service directly, but that there would be a reduction in the operating budget, producing a similar effect. Chair Johnson then suggested that the Select Committee have time to review the 90% complete plans, before arriving at the amount to be requested.

Town Moderator Carmin Reiss was asked by the Select Board to comment on the feasibility of a Special Town Meeting being held on Thursday, January 9, which she stated although possible will be challenging with several holidays during this time, but that a calendar can be drafted for the

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Special Town Meeting to be held on Thursday, January 19, 2023.

Upon a motion duly made and seconded, it was

VOTED: to call a Special Town Meeting to be held on January 19, 2023 at 7:00 PM at the Concord Carlisle Regional High School.

The Motion passed 3 in favor and Mr. Dane opposed.

Personnel Study Task Force Report

Co-Chair Anne Rarich appeared before the Selectboard to provide the Personnel Study Task Force's Report. Ms. Rarich reported that the major points that the Task Force found are that they believe there is still room for the Personnel Board to exist, they would like to see a greater solicitation of volunteers to fill vacant Personnel Board seats, and suggested amendments to the Personnel Board Charge and bylaws.

Chair Johnson noted that he agrees with many of the suggested edits to the Charge, though some he believes may be taking the Personnel Board into the wrong direction and that the Select Board will have a further discussion on this matter.

Ms. Escobedo asked if the Task Force has considered the effects that COVID-19 had on their findings.

Ms. Rarich responded that the Task Force did consider some items, such as working from home, which was not typical in many workplaces before COVID-19.

Ms. Hartman asked a question regarding the reported 50% turnover rate over 5 years and asked if this is typical.

Ms. Rarich stated that it is up to the Town to decide if 10% per year is a comfortable turnover rate for the workforce.

Ms. Lafleur noted that a revised Personnel Bylaw will be on the Town Meeting Warrant, but because time is short, the revisions may not be completed in time.

Mark Howell of 668 Annursnac Hill Road appeared before the Select Board to provide comments on the matter, including employee involvement in this process and suggested edits to the personnel Board Charge.

After presenting its Report to the Board, and distributing bound copies of the Report and supporting materials, the Task Force asked that it be discharged

Upon a motion duly made and seconded, it was **UNANIMOUSLY**

VOTED: to disband the Personnel Study Task Force with thanks.

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Junction Park, Short Term Solution

Marcia Rasmussen appeared before the Select Board to present a short-term solution for safety issues affecting the Bruce Freeman Rail Trail and Junction Park intersection. The full presentation is included in the Select Board's meeting packet.

Chair Johnson voiced concern of the placement of the planters causing additional safety concerns, such as it being a crashing hazard, in Junction Park.

Ms. Rasmussen noted that Tactical Urbanism is meant to slow traffic, but the advantage of using moveable planters is that they are not permanent and can be moved to determine the most effective locations.

Co-Chair of the Bruce Freeman Rail Trail Committee, Nat Welch, appeared before the Select Board to provide comments on the matter, including voicing concerns of the planters causing additional safety hazards and would prefer signage alone to be posted first before the planters are placed.

Cynthia Katz of 20 Conant Street appeared before the Select Board to provide comments on the matter, stating that she would like the priority be use as a park, and that this should be at the forefront.

Sabrina Haber of 308 Oak Hill Circle appeared before the Select Board as a representative of the Concord Green Thumbs to provide comments on the matter, stating that the Green Thumbs believe that the planters are a critical part of providing a safe space for those enjoying the park for leisure.

Dan Stapleton of 20 Conant Street appeared before the Select Board to provide comments on the matter by stating that he would like to focus on traffic mitigation within the park, or he fears that this space will no longer be usable for leisure enjoyment.

Lois Suarez of 34 Everett Street appeared before the Select Board to provide comments regarding the Concord Trolley, and said that the West Concord stop near Junction Park was dangerous due to traffic and she further noted that the trolley is neither accessible for riders with disabilities and cannot accommodate riders with bicycles.

Bill Satterthwaite of 297 Laws Brook Road appeared before the Select Board to provide comments on the matter, including support for the use of the planters as visual impediments.

Pamela Dritt of 1304 Concord Green appeared before the Select Board to provide comments on the matter by said that too much attention should not be placed on requiring cyclists to walk their bikes through Junction Park and she believes that slowing them down is sufficient.

White Pond Preservation Task Force Charge

Ms. Hartman provided an overview of her request for the Select Board to consider rewriting the White Pond Advisory Committee's Charge and was later directed to consider creating a White Pond Preservation Task Force. Ms. Hartman then presented

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the White Pond Preservation Task Force's proposed Charge, which is included in the Select Board meeting packet.

Mr. Dane suggested that a member of the Task Force have experience in public drainage work, that there be more than one person *not* from the White Pond area on the Task Force, and that the appointing authority of the Task Force (the Select Board) appoint the Chair of the Task Force.

Chair Johnson noted that because these are volunteer positions, it is often self-interest in the board/committee/task force's goals that drive residents to volunteer, so the residential limitation suggested may not be in the best interest of filling vacancies.

Ms. Hartman responded that this is a Task Force, not a standing Board or Committee, but that Mr. Dane's idea of appointing the Chair is an interesting one and could make recruiting volunteers easier.

Ms. Escobedo suggested the first two paragraphs Ms. Hartman's memorandum to the Select Board be included as an introductory paragraph of the Task Force's Charge for context and that in the second paragraph's first bullet point "town beach" be edited to add "and the surrounding area". Ms. Escobedo then asked if the White Pond Advisory Committee has been included in the conversation of their potential disbanding while the Task Force is operating.

Ms. Hartman responded that she did discuss this with the Committee, and she feels that disbanding while the Task Force is operating would serve as a reset and further determine if the Committee is still needed or not following the Task Force.

The Select Board concurred that the Task Force should have at least two members that are not residents of the White Pond area.

Ms. Hartman added that she has heard interest from residents in the formation of a broader Ponds Committee, which would consider all ponds in Town and/or waterways in general.

Chair Johnson voiced concern regarding a general Pond or Waterway Committee as the issues of each pond or waterway will likely be very different.

Upon a motion duly made and seconded, it was UNANIMOUSLY **VOTED:** to approve the White Pond Preservation Task Force Charge with the first two paragraphs (Background, Current Situation) from Ms. Hartman's memorandum to the Board to be included in the charge itself, to expand the definition of "town beach" in the first bullet point of the "Current Situation" paragraph to state "town beach and surrounding area", and to require two members of the Task Force to reside outside of the White Pond watershed.

Review and Approve Draft Correspondence Policy

Chair Johnson reported that he collected comments regarding the Select Board Citizen Correspondence Publication Policy. The draft Correspondence Policy is included in the Select Board meeting packet.

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Mr. Dane stated that he believes the inclusion of correspondence and other external materials in the Select Board packet should be at the discretion of the Chair based on interest and relevance and little else.

Chair Johnson responded that he believes there is a tradition of transparent government in the Town and that he is looking at this policy as an opportunity to provide ground rules for residents and business owners to include their correspondence.

Upon a motion duly made and seconded, it was **UNANIMOUSLY VOTED:** to approve the Select Board Citizen Correspondence Policy with the proposed revisions discussed.

Committee Nominations

There are no committee nominations at this time.

Committee Appointments

Upon a motion duly made and seconded, it was **UNANIMOUSLY VOTED:** to appoint to the Conservation Restriction Stewardship Committee: Richard Higgins of 15 Grove Street reappointed for a term to expire April 30, 2025; a corrective reappointment of Mary Ann Lippert of 19 Cranberry Lane for a term of May 1, 2020 to April 30, 2023; a corrective reappointment of Arthur Schwope of 281 Holden Wood Road for a term of May 1, 2021 to April 30, 2024 and a corrective appointment to the Hugh Cargill Trust Committee: Deena Whitfield of 67 Whit's End Road for a term of May 1, 2020 to May 31, 2023.

Select Board Liaison Reports

Ms. Hartman reported on:

- Trails Committee – Committee continues to be great stewards of the extensive trail system in Town and have focused on planting pollinator gardens.
- Recreation Commission – Re-releasing the Request for Proposal for the Strategic Plan because they did not receive any responses from the first release, receiving feedback that the turnaround time was too quick. Enrollment in programs are increasing. Electric costs at the Beede Fitness Center are expected to highly increase next year.
- Economic Vitality Committee – Discussion at the last meeting surrounded challenges that businesses had regarding outdoor dining for the season this year.

Ms. Escobedo reported on:

- Affordable Housing Trust and Concord Housing Development Corporation – Regarding the Select Board's discussion at their September 19, 2022 meeting concerning the Christopher Heights Development, expressing disappointment due to the amount of Town-wide work that has gone into the project and that the groups would like to meet with the Select Board when they next discuss the matter.
- Community Preservation Committee – Applications and presentations made for funding requests were very impressive at the last meeting.

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- Diversity, Equity, and Inclusion Commission – There is a four-part program being offered by the Concord Carlisle Adult Education Program in collaboration with League of Women Voters and that the last session, both in-person and virtually, was highly attended.

Mr. Dane reported on:

- Library Committee – Regarding the Library Acquisition and Retention Policy
- 2025 Executive Committee – Continuing to grow and having an event on Sunday, October 16, 2022 at the Concord Museum for all of the members of the subcommittee, the Executive Committee and distinguished guests. Committee has a public hearing scheduled for Thursday, November 3, 2022 at the Goodwin Forum in the Library.

Chair Johnson reported on:

- Capital Planning Task Force – Presentation by Ms. Lafleur at the last meeting regarding Public Works and Public Safety facilities was very informative regarding potential gaps in quality beginning.
- School Committee – Presentation regarding a program called the Calculus Project that has a positive effect for students to improve their math skills.
- Municipal Light Board – Presentation regarding the use of electric buses was very informative for the reduction of greenhouse gases.
- Climate Action Advisory Board – Refining their policies and procedures and discussions regarding the next steps for Fossil Free Infrastructure. Highly anticipating the hiring of a new Sustainability Director in Town.
- Finance Committee – Discussions regarding the Middle School Building Project and five-year budget projections that were discussed at the Capital Planning Task Force meeting, along with discussions of ARPA funds and how they should be spent. Affordable Housing and the Christopher Heights project was also discussed.

Miscellaneous Correspondence

There was no miscellaneous correspondence.

Public Comment

Diane Proctor of 57 Sudbury Road appeared before the Select Board to express her support for the publishing of correspondence.

Pamela Dritt of 1304 Concord Green appeared before the Select Board to similarly express her support for the publishing of correspondence.

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Adjourn

ADJOURNED at 9:38 PM

RESPECTFULLY SUBMITTED

Henry J. Dane, Acting Clerk

Meeting Materials:
Minuteman Media Network Coverage:

DRAFT

TOWN OF CONCORD

TOURIST GUIDE LICENSE OFFICE OF THE SELECT BOARD CONCORD, MASSACHUSETTS

Extract from the Bylaws of the Town of Concord, enacted at the Town Meeting held April 3, 1905, and approved by the Attorney General:

Article IX. No person shall in any of the public places or ways in said town solicit tourists to ride in carriages or other vehicles, to take meals, to employ guides, or to buy articles without first obtaining a license to do so from the Selectmen, which license shall be issued for definite time and shall be revocable by the Selectmen within that time.

Under the provisions of the above bylaw,

Liz Clayton

Is hereby granted a license up to December 31, 2022.



Chair, Select Board



MEMORANDUM

To: Town of Concord Select Board
Kerry Lafleur, Town Manager

From: Mina Makarious and Jillian Bargar
ANDERSON & KREIGER LLP

Re: Junction Village

Date: October 13, 2022

This Memorandum addresses the termination of, and unwinding of the Town of Concord's (the "Town's") interest in, the relevant documents governing the Christopher Heights Assisted Living Facility proposed to be constructed on a portion of the 12.8 acre parcel of unimproved land located in Concord at the end of Winthrop Street designated as Assessor's Parcel #8D-2013-1 and further identified as 6x Winthrop Street, Concord, Massachusetts (the "Property", and such proposed development, the "Project").

Specifically, you have asked us to analyze the following issues, which are addressed below.

- (1) The necessary steps to terminate the relevant agreements governing the Project (the "Agreements"), sufficient to ensure that the Developer has no further claim to the Property, and that the \$2,000,000 that has been appropriated for the Project from the CPC and the Town's General Fund may be released for other purposes;
- (2) Whether the Town is able to enforce or waive the provision of the Memorandum of Agreement that provides that the Developer shall not request any additional financial support from the Town; and
- (3) What leverage the Town has, if any, to enforce the Developer's obligation to construct the Project.

History of the Project

On January 28, 2013, CHDC – JV LLC, a Massachusetts limited liability company wholly owned by Concord Housing Development Corporation (hereinafter, "CHDC") acquired the Property from the Commonwealth of Massachusetts by release deed recorded with the Middlesex South District Registry of Deeds (the "Registry") at Book 61102, Page 485 (the "Deed"). The Deed contained certain restrictions, including that the Property be used initially for public open space, and

developed for affordable housing purposes. Those restrictions will run with the land as a matter of record, meaning they will remain in even if CHDC conveys the Property to another entity, or if another developer assumes the Project or seeks approval for a new project.

CHDC selected The Grantham Group, LLC (the “Developer”) to construct and operate the Project, which was proposed to include eighty-three (83) assisted living apartments, all of which to be restricted as affordable housing units.

The Developer subsequently entered into the following agreements governing the Project:

- Development Agreement, by and between CHDC and the Developer, dated as of February 22, 2016 (the “Development Agreement”), a copy of which is attached hereto as Exhibit A;
- Memorandum of Agreement, by and between the Town, CHDC, and the Developer, dated as of April 11, 2017 (the “MOA”), a copy of which is attached hereto as Exhibit B; and
- Tax Increment Financing Agreement, by and between the Town and Developer’s nominee Junction Village ALF Limited Partnership, dated as of December 2020 (the “TIF Agreement”), a copy of which is attached hereto as Exhibit C.

The Developer received a Comprehensive Permit for the Project, granted by the Town’s Zoning Board of Appeals under the provisions of M.G.L. Chapter 40B by decision dated May 12, 2017 (the “Comprehensive Permit”).

The Developer also began to negotiate a Ground Lease with CHDC as contemplated in the Development Agreement, but that Ground Lease has not yet been finalized or executed. The Town is not a party to the Ground Lease.

Town Meeting has considered and voted on certain aspects of the Project over time as follows:

- 2017: Appropriated \$1,000,000 from free cash for the Project; Approved a CPC appropriation of \$350,000
- 2018: Approved an additional CPC appropriation of \$350,000
- 2019: Approved an additional CPC appropriation of \$300,000
- 2020: Approved the TIF Agreement

The Project was initially awarded low income housing tax credits and public subsidies by the Massachusetts Department of Housing and Community Development (“DHCD”) in February

2020, but that award was shortly followed by the start of the COVID-19 pandemic, the economic effects of which caused DCHD to withdraw its funding approval before the closing could occur. The Developer has continued to seek DHCD funding since that time, and by Memorandum dated September 23, 2022, CHDC on behalf of the Developer requested an additional commitment of local support for the Project in the amount of \$1,000,000, citing DHCD's requirement that applicants secure additional financial support from their host municipalities, as well as cost increases attributable to the effects of the pandemic.¹

Termination and Unwinding of the Project

As described above, there are three (3) agreements governing the Project: the Development Agreement, the MOA, and the TIF Agreement. Each agreement is discussed in turn below.

Development Agreement

Because the Town is not a party to the Development Agreement, it has no obligations thereunder. However, any rights the Developer may have to the Property (i.e., to negotiate a ground lease with CHDC) stem from this agreement, so the Development Agreement must expire or be terminated for the Developer's rights thereunder to cease.

The Term of the Development Agreement is specified in Section III.A of the Development Agreement as five (5) years from the Effective Date (i.e., February 22, 2016), and is automatically extended for an additional two (2) years if the Developer has applied for Low Income Housing Tax Credits in the calendar year of such expiration (which the Developer did). Accordingly, the term of the Development Agreement is automatically extended until February 21, 2023, at which point it will expire. CHDC and the Developer may also terminate the Development Agreement by mutual agreement prior to its expiration.

Memorandum of Agreement

Section 12 of the MOA governs the disbursement of the \$2,000,000 appropriated by the Town for the Project (\$1,000,000 in Community Preservation Act ("CPA") funding, and \$1,000,000 from the Town's General Fund, together the "Town Funds"). The Town may not disburse any of the Town Funds until certain criteria is met, including that the Developer has closed on all debt and equity financing necessary for the Project. This has not yet occurred, and therefore the Town has no right or obligation to disburse any Town Funds at this time.

Further, although the MOA does not contain an explicit term, like any contract, the parties may at any time terminate by mutual agreement. Not only the Town, but also CHDC and the Developer

¹ We understand that the Concord Municipal Affordable Housing Trust ("CMAHT") supports this request, and the Town's Planning Board has recommended that the Select Board commit an additional \$1,000,000 of Town funds for the Project.

have continuing obligations under the MOA as long as it is in effect, including the Developer's obligation to seek funding for the Project under Section 3, and CHDC's obligation to work with the Concord Natural Resources Commission towards creating a permanent Conservation Restriction under Section 7. Therefore, if the Project is not going to move forward, it is in each of the parties' best interest to terminate the MOA by mutual agreement.

Absent a written agreement between the parties terminating the MOA, if the Project has been abandoned, then at the end of the fiscal year the Town Accountant may arguably close out the line item on the Town's annual budget for the Town Funds, in which case when the Department of Revenue certifies the Town's annual budget that fall, the Town Funds will revert to their original sources. However, because the CPA funding would not be closed out this way, and because the additional Town funding was arguably set aside by Town Meeting beyond the fiscal year it was appropriated for (as would be the case for a capital project), Town Meeting should vote to release the funds. Before doing that, the Town should notify the Developer in writing of its understanding that the Developer has abandoned the Project. That notice should provide the Developer a deadline by which it may respond and correct this understanding if in fact it does intend to proceed with the Project, and should make clear that absent such a response the Town Funds may be released by Town Meeting.

TIF Agreement

Section A.1 of the TIF Agreement provides that the tax increment financing exemption is not effective until "the Town has increased the assessed value at the Property to the full assessed value of the Project at the Property" (i.e., after the construction of the Project is complete). However, the fact that the TIF exemption will not become effective if the Project is not constructed does not expressly terminate the TIF Agreement.

Like the MOA, the TIF Agreement does not provide for a clear expiration date that would apply in the event the Project is not constructed, but the Town and Developer may terminate the TIF Agreement by mutual agreement at any time. Short of that, it is possible that the TIF Agreement could be assigned to a subsequent developer at the site, which in accordance with Section C.1. would be subject to the Town's reasonable consent. If the Town would prefer to not have the TIF Agreement assigned, then under Section B.8. the Developer expressly agrees the Town has the right to petition the Massachusetts Economic Assistance Coordinating Council ("EACC") revoke the TIF Agreement if the Town determines the Developer has failed in a material way to meet its obligations under the TIF Agreement. Therefore, the Town may petition EACC to decertify the TIF Agreement, on the grounds that the Developer has no intention of meeting its expected completion timeframes in Section B.3. (i.e., expected completion by July 1, 2022, or no later than July 1, 2023 in the event of construction delays). Before seeking decertification, the Town will need to formally notify the Developer of this default and provide an opportunity to cure as further detailed in Section B.8. of the TIF Agreement.

Requests for Additional Financial Support

In both the MOA and the TIF Agreement, the Developer agreed not to seek additional financial support for the Project from the Town, as follows:

- MOA, Section 11: “The Developer agrees not to request any financial support from the Town other than the Town Funds for the construction and development of the Project and acknowledges that the Town is under no obligation to provide any additional financial support; provided however, that this provision shall not apply to bar the Developer from seeking additional Town approvals to allow for the disbursement of the Town Funds.”
- TIF Agreement, Section A.5.: “The Company agrees that whether it is acting as Junction Village ALF Limited Partnership or as Grantham Group LLC, or as Christopher Heights of Concord at Junction Village, or any other entity that owns or manages the Project, it shall not seek any type of additional direct or indirect financial support of any kind from the Town for this Project.”

Notwithstanding these provisions, in its September 23, 2022 memorandum CHDC, on behalf of the Developer, has requested additional funding for the Project from the Town in the amount of \$1,000,000. Because the Developer has not made this request directly, it technically has not violated these provisions. Regardless, it is legally impossible to enforce a party’s contractual obligation to not make a request, as it is not possible to control another’s behavior. On the other hand, these provisions also do not legally restrict the Town’s right to provide additional funding that is otherwise within its authority to give.

The Town’s remedy with respect to these provisions is therefore political. Therefore, the Town’s options are to either approve or deny the request for additional financial support for the Project, in the Town’s discretion. Given the clear intent in the MOA and TIF Agreement that the Town not be obligated to provide any additional funding, as well as the necessity for additional funding for the Project to move forward in light of the changed circumstances, it would be reasonable for the Town to deny the request if it so chooses.

Enforcing the Development of the Project

Given the nature of the Developer's currently actionable obligations under the Development Agreement, it is not possible to meaningfully enforce the Developer's obligation to construct the Project. The Developer's obligations under the Development Agreement are to "devote all such time, effort, resources, and skill as may be necessary for the efficient development of the Project." Before receiving an award of Low Income Housing Tax Credits, in short this includes: to submit a Development Plan conforming to certain criteria; to develop the Project in accordance with certain design standards; to enter into a ground lease for the Premises containing certain terms; to design the Project in such a way as to preserve open space and provide for a potential future group home facility; to seek a comprehensive permit for the Project; and to continuously apply for Low Income Housing Tax Credits from DHCD for a period of four (4) years from receipt of site plan approval. After its receipt of an award of Low Income Housing Tax Credits, the Developer has an obligation to construct, and subsequently operate, the Project.

The Developer appears to have complied with its initial obligations in good faith. Its outstanding obligations to construct and operate the Project have not yet been triggered by an award of Low Income Housing Tax Credits, and therefore they cannot be enforced unless and until that award is received. Although Section III.D. does provide for specific performance as a remedy for either party's default, this remedy may not be sought unless an actual default occurs before the term of the Development Agreement expires (e.g., Developer receives an award of Low Income Housing Tax Credits and thereafter fails to proceed with the construction and operation of the Project). Further, as discussed above, the term of the Development Agreement will expire on February 21, 2023.

The Comprehensive Permit is permissive in nature, not mandatory – meaning that the Developer has the right to construct the Project as permitted under the Comprehensive Permit so long as it is not expired, but is under no obligation to do so. Likewise, the Developer may construct anything at the Property that is permitted as of right under the Town's Zoning Bylaws, subject to the affordable housing and other restrictions in the Deed.

Additional Considerations: 40B Safe Harbor

In its September 23, 2022 memorandum, CHDC raises that the Project "represents the only way the Town can remain above 10% on the state's subsidized housing inventory in the foreseeable future, thereby creating a safe harbor from 40B developments."

M.G.L. c. 40B, also known as the Comprehensive Permit Law, is a state law enacted to facilitate the construction of affordable housing by removing obstacles and streamlining the permitting process for certain affordable housing development projects in municipalities with an insufficient supply of affordable units. The law provides for exemptions, known as "safe harbors," from the provisions to c. 40B for municipalities that contain a sufficient number of affordable units in their

Subsidized Housing Inventory (“SHI”). If at least ten percent (10%) of a municipality’s total housing units are SHI eligible units, then the municipality has achieved “safe harbor” status. An affordable unit is SHI eligible as of the date that a comprehensive permit is approved and filed with the Town Clerk, but pursuant to 760 CMR 56.03(2)(c), if a building permit is not issued within one (1) year, then it becomes ineligible until such time as a building permit is issued.

The Comprehensive Permit was issued in 2017, and a building permit has not yet been issued for the Project. Therefore, pursuant to 760 CMR 56.03(2)(c), the Project’s affordable units are not currently SHI eligible, and will not become SHI eligible until a building permit is issued. If without the Project’s affordable units the Town’s housing inventory is below the 10% threshold, then it does not currently qualify for safe harbor status, and will not qualify until a building permit for the Project is issued. Note, however, that even if the Developer abandons the project, the fact that the Property is restricted to affordable housing uses, and may remain subject to the Comprehensive Permit, an assignee of the Property or the Project will likely be limited to developing affordable housing on-site as well.

EXHIBIT A

Development Agreement

[See Attached]

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement" or "Development Agreement") is entered into as of the effective date, by and between the Grantham Group, LLC., a Massachusetts limited liability company (the "Developer") and Concord Housing Development Corporation, a Massachusetts not-for-profit corporation ("CHDC").

RECITALS

Whereas, this Development Agreement is for the purposes of setting forth the applicable development standards and other provision related to the development described herein, and is agreed to by the Parties hereto.

Whereas, the Town of Concord 2010 Housing Production Plan identified that 39% of the Town's elderly residents have incomes below 60% of area median income and that there exists a critical shortage of affordable housing options for low- and moderate-income senior citizens. The 2010 Housing Production Plan identified that this shortage was particularly acute for housing units serving elderly, disabled, or handicapped persons and as a result wait times for these units can range from one to seven years depending upon the residency of the applicant.

Whereas, in April 2013 over two decades worth of work by the Town of Concord, the Walden Woods Foundation, and the Concord Housing Development Corporation culminated in the transfer of a 12 acre parcel of land known as the Junction Village Site (the "Site") from the Department of Correction to the Town of Concord and Concord Housing Development Corporation for the express purpose of creating affordable housing and open space.

Whereas, in June of 2014 the CHDC selected Grantham and asked the selectmen for support in the Comprehensive Permit process in an effort to address the shortage in Concord of housing opportunities for low- and moderate-income senior citizens.

Whereas, the Concord Housing Development Corporation has selected the Grantham Group as Developer for the Site in recognition of the Grantham Group's substantial experience in the development and management of affordable assisted living facilities in Massachusetts.

Whereas, the Grantham Group will undertake in accordance with its designation as Developer of the Site, will undertake the planning, development and construction of an approximately 55,000 square foot 83-unit affordable assisted living facility (the "Project") on the Site as well as preserve the balance of the Site as open space and will do so as part of a Local Initiative Process.

NOW, THEREFORE, Grantham and Concord Housing Development Corporation, in consideration of the foregoing and the mutual covenants set forth herein, hereby agree as follows:

I. RESPONSIBILITIES OF DEVELOPER

Developer shall devote all such time, effort, resources, and skill as may be necessary for the efficient development of the Project. Such responsibilities shall include but shall not be limited to the following:

A. Development Plan Components

- (1) **Must Meet Affordable Assisted Living Facility Project Criteria.** Developer must submit a Development Plan for the Project which at a minimum must feature the construction of a new 83-unit affordable assisted living facility on the Site. The Facility shall feature a total building square footage of approximately 55,000 square feet inclusive of individual apartment units, building common space, and other facility amenities. The Project shall be financed through a combination of the federal Section 42 Low Income Housing Tax Credit¹, private conventional financing, as well as other affordable housing program funding sources to the extent that the same are available. The Project shall carry a deed restriction covenant restricting occupancy of affordable units to eligible low- and moderate-income persons in accordance with the regulatory mandate of the federal Section 42 Low Income Housing Tax Credit program consistent with the affordability restriction on the parcel.
- (2) **Development Standards and Sustainability.** The Project shall be developed in accordance with the design standards established by the Commonwealth of Massachusetts Department of Housing and Community Development ("DHCD") under the federal Section 42 Low Income Housing Tax Credit program. The Developer will submit a Development Plan for the Project that will meet the Town of Concord's Stretch Code. It is anticipated that Project will be LEED rated thereby ensuring that the Project is affordable in terms of both occupancy and maintenance to its low- and moderate-income residents.
- (3) **Execution of Ground Lease.** The Developer shall enter into a Ground Lease with Concord Housing Development Corporation for the Site for a minimum term of eighty-five (85) years for a sum not to exceed thirty-five thousand dollars per annum or such lesser amount as may be consistent with Developer's development pro forma and CHDC's obligation to make payments to the Town of Concord, payable to CHDC or its successors, once the Project has received its Certificate of Occupancy from the Town of Concord Building Department. The annual ground lease payment sum shall be contingent on negotiation of a real property tax abatement, a tax increment financing ("TIF") agreement, payment in lieu of tax ("PILOT") agreement or other agreement which reflects the reduced market value of the Project given the affordability restrictions attendant with it. The parties recognize that CHDC cannot commit the Town of Concord to enter into a TIF or PILOT agreement. The Developer and CHDC shall enter into a Ground Lease

¹ 26 United State Code § 42, et seq.

prior to the submission to the Department of Housing and Community Development of any Low Income Housing Tax Credit applications by the Developer. The Ground Lease shall be executed in a manner consistent with any deed restricted use of the Site and shall include provisions ensuring public access of open space areas on the Site. The Ground Lease shall also provide that provision be made by CHDC that: a septic system providing 110 gallons of septic capacity be built on site or that stubbed sewer feeding into the Town of Concord sewerage system be made available on site. Further, the Ground lease shall ensure that stubbed utilities including water, gas, phone, and cable be made available at a mutually agreed location on site so as to facilitate future affordable housing development.

- (4) Preservation of Open Space on Junction Village Site.** The Developer shall devise in consultation with Concord Housing Development Corporation, abutters, local residents, and other community stakeholders, on a Site Development Plan which incorporates to maximum extent practicable the preservation of existing open space on the Junction Village Site. The Developer shall ensure that the Development Plan is consistent with the need to preserve public access to the open space areas on the Junction Village Site.
- (5) Development Plan Area Set Aside for Group Home.** The Developer shall include an area on the Site as part of the Development Plan that may be utilized in future for the purpose of developing a Group Home facility to service individuals with special needs that are clients of the Massachusetts Department of Developmental Services. The Developer shall make provision within the Development Plan to identify an area on the Site which features proximity to public utilities access to which will be built by others and is of a sufficient size to accommodate the development of a Group Home. The siting and disposition of the area for development of the Group Home shall be done in a manner such that it does not interfere with the financing or operation of the Project.
- (6) Submission of Local Initiative Petition.** The Developer shall prepare and submit in consultation with the Concord Housing Development Corporation, the Board of Selectmen, Planning Board and Zoning Board of Appeals of the Town of Concord, a Local Initiative Petition for a comprehensive permit to the Department of Housing and Community Development in accordance with the provisions of M.G.L. c. 40B or any other alternative process deemed appropriate by the Parties in furtherance of a comprehensive permit process. As part of the Local Initiative Process, the Developer shall work with the Zoning Board of Appeals, town residents, abutters, community stakeholders, including the West Concord Advisory Committee as part of the planning process.
- (7) Submission of Low Income Housing Tax Credit Application.** The Developer shall submit or cause to submit on behalf of the Project an application to the Department of Housing and Community Development for an annual allocation of federal Section 42 Low Income Housing Tax Credits consistent with the terms of the DHCD's annual Qualified Allocation Plan ("QAP"). In the event that Developer's initial QAP submission is not funded due to limited availability of applicable Low Income Housing Tax Credits or any other factor, Developer shall be obligated to submit subsequent applications to

DHCD for the same. The Developer's obligation to submit subsequent application shall be contingent on the receipt of local approvals for the Project and shall remain in force for four (4) years from the date of receipt of site plan approval from the Town Board or State agency responsible for providing final site plan approval for the Project.

- B. Development and Construction of Affordable Assisted Living Facility.** Upon receipt of an award of federal Low Income Housing Tax Credits from the Department of Housing and Community Development the Developer shall commence construction of the Project within eighteen (18) months of such award, provided that the Project's financing is in place. Developer shall exercise due care and expertise in the construction of the affordable assisted living facility. Developer shall ensure that Project is constructed in a manner consistent with local and state energy and building codes. Developer will ensure that the Project conforms to the design standards established by the Department of Housing and Community Development as per the regulatory requirements of the Section 42 Low Income Housing Tax Credit Program as well as the affordability restrictions imposed pursuant to the deed restrictions already existing on the Site.
- C. Operation of Assisted Living Facility, Occupancy by Low- and Moderate-Income Persons and Commitment to Affordability.** Upon completion of the Project as determined by the date of issuance of a certificate of occupancy by the Town of Concord Building Department, the Developer shall commence assisted living operations. The Developer shall create a marketing plan for the Project that is consistent with the provisions of the federal Fair Housing Act. Developer shall covenant that the Project's units will be occupied by income eligible individuals that are deemed to be low- and moderate-income persons within the meaning provided under the federal Section 42 Low Income Housing Tax Credit Program. The Developer covenants that the Project will be occupied by low- and moderate-income persons and shall remain affordable in perpetuity subject to a deed restriction.

II. RESPONSIBILITIES OF CONCORD HOUSING DEVELOPMENT CORPORATION

- A. Development Plan Collaboration.** CHDC shall collaborate with Developer on the creation of a Development Plan for the Site. CHDC will assist Developer as Developer performs outreach to abutters, local residents, and other community stakeholders, on a Site Development Plan. CHDC will assist Developer in the creation of a Development Plan which at a minimum shall consist of a 55,000 square foot 83-unit affordable assisted living facility and shall provide for the preservation of existing open space on the Junction Village Site.
- B. Execution of Ground Lease with Developer.** CHDC will execute a ground lease or other evidence of site control with Developer sufficient for purposes of the demonstrating "site control" within the meaning of the applicable regulations governing M.G.L. c. 40B as well as in relation to the site control criteria established under DHCD's Qualified Allocation Plan ("QAP") for the federal Section 42 Low Income Housing Tax Credit program. CHDC will enter into a Ground Lease with Developer for a term of eighty-five (85) years at a rate of not to exceed thirty-five thousand dollars annually (\$35,000). In recognition of the need for the

Developer to demonstrate adequate site control in support of a Local Initiative Petition pursuant to M.G.L. c. 40B, CHDC shall formalize a Ground Lease with Developer within a six (6) month period from the date of execution of this Agreement; provided however that this time period may be extended for an additional period of six (6) months at the election of the Developer or by mutual agreement by both Parties to this Agreement. CHDC will make reasonable efforts to assist Developer in the negotiation of a local real property tax assessment that reflects the affordable housing use of the property or CHDC shall support the Developer in its efforts to secure a tax increment financing arrangement that will serve to reduce the real property tax levy on the Project.

- C. **Secure Community Preservation Act Support.** CHDC shall provide the Developer with assistance in securing locally-controlled affordable housing development funding under the Community Preservation Act.
- D. **Participate in Local Initiative Petition.** CHDC shall facilitate in conjunction with the Developer community outreach activities related to the initiation of a M.G.L. 40B comprehensive permit process. CHDC shall assist Developer to work with the Board of Selectmen, Planning Board and Zoning Board of Appeals of the Town of Concord, in support of Developer's application for a Local Initiative Petition for a comprehensive permit from the Department of Housing and Community Development in accordance with the provisions of M.G.L. c. 40B. As part of the Local Initiative Process or any alternative process deemed appropriate by the Parties, CHDC shall assist Developer in its outreach to the Zoning Board of Appeals, town residents, abutters, community stakeholders, including the West Concord Advisory Committee as part of the Local Initiative Petition process.
- E. **Letters of Support for Developer's Application for Low Income Housing Tax Credits.** CHDC shall provide Developer with Letters of Support in connection with Developer's QAP Application for an allocation of federal Section 42 Low Income Housing Tax Credits. CHDC shall furnish Developer with written letters demonstrating the Board of CHDC institutional support for the proposed Project. These letters of support shall be addressed to the Department of Housing and Community Development in a form to be provided if necessary by Developer.

III. GENERAL PROVISIONS

- A. **Term, Amendment, and Termination.** This Development Agreement shall go into effect on the date it is executed by the Developer and the CHDC (the "Effective Date"). This Development Agreement shall be effective for a term of five (5) years from the Effective Date; provided that the term shall automatically be extended for an additional two years so long as the Developer has filed an application for an allocation of federal Section 42 Low Income Housing Tax Credits during the calendar year on which the initial term of this Agreement was due to expire. Upon expiration of such period, except as may be extended as provided for above, this Agreement shall automatically terminate. No amendment to this Agreement shall be effective unless approved by both Parties in writing.

- B. Binding Effect; Assignability.** This Development Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns. Prior to submittal of an application for an allocation of federal Section 42 Low Income Housing Tax Credits consistent with this Agreement, Developer may not assign its interest or obligations under this Agreement without the CHDC's prior written consent, which shall not be unreasonably withheld.

Notwithstanding the foregoing, Developer may assign its interest and obligations hereunder to an affiliate or related entity owned, controlled by or under common control with Developer without necessity of CHDC's consent but only following delivery of written notice of such assignment to CHDC, together with such documents as are reasonably necessary to confirm the relationship between Developer and such affiliated entity.

- C. Representations and Warranties.** Each signatory to this Development Agreement represents and warrants that he or she has full power and authority to execute and deliver this Development Agreement on behalf of the Party for which he or she is signing, and that he or she will defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this Development Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Development Agreement will have been duly entered into by the Parties, will constitute as against each Party a valid, legal and binding obligation that shall run with the land, and will be enforceable against each Party in accordance with the terms herein.
- D. Specific Performance and Enforcement.** The Parties specifically agree that damages are not an adequate remedy for breach of this Development Agreement and that the Parties are entitled to compel specific performance of all material terms of this Development Agreement by any Party in default hereof. All terms and provisions of this Development Agreement are material.
- E. Governing Law and Venue.** This Development Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Jurisdiction over and venue for any action arising out of or relating to this Development Agreement shall be exclusively in the state and federal courts of Middlesex County, Massachusetts. In the event of any apparent conflicts between the provisions of the local code or town ordinances and this Development Agreement, this Development Agreement shall prevail.
- F. Full Understanding.** The Parties each acknowledge, represent and agree that they have read this Development Agreement; that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect

thereto; and that they are executing this Development Agreement after sufficient review and understanding of its contents.

- G. Counterparts; Facsimile Signatures.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Facsimile signatures on this Agreement shall constitute original signatures of the Parties.
- H. Waiver.** The waiver by a party of a breach of any provision of this Development Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. No waiver shall be valid unless in writing and signed by the party against whom enforcement of the waiver is sought.
- I. Severability.** This Development Agreement does not violate any federal or state statute, rule, regulation or common law known; but any provision which is found to be invalid or in violation of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions remaining in full force and effect.
- J. Equal Opportunity to Participate in Drafting.** The Parties have participated and had an equal opportunity to participate in the drafting of this Development Agreement. No ambiguity shall be construed against any Party based upon a claim that the Party drafted the ambiguous language.
- K. Notice.** All correspondence and any notice required in this Development Agreement shall be delivered to the following parties:

CONCORD HOUSING DEVELOPMENT CORPORATION

Attention: President
Concord Housing Development Corporation
P.O. Box 195
Concord, MA 01742

With a copy to:

**SelectBoard
Town House
Concord, MA 01742**

THE GRANTHAM GROUP, LLC.

Attention: Walter Ohanian, Managing Director

The Grantham Group, LLC.
99 Pleasant Street
Marlborough, MA 01752

With a copy to:

Daniel F. Lenzo, Esq
Counsel to the Grantham Group, LLC.
~~199 State Street, Suite 404~~ 12 Hayloft Lane
~~Boston MA 02109~~ Massachusetts, MA 02050

L. Final and Complete Agreement. This Development Agreement constitutes the final and complete expression of the Parties on the development standards governing the Developer's development of the Site. This Development Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties. This Development Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Development Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Development Agreement.

M. Execution and Effective Date. The Effective Date of this Agreement is the date on which it is executed by the Developer and CHDC representatives. The following representatives of the Parties are authorized to, and do hereby, execute on behalf of the party so indicated.

Concord Housing Development Corporation

By: 

Its: Co-President

Date: 2-17-11

The Grantham Group, LLC.

By: 

Its: Managing Director

Date: 2/20/11

EXHIBIT B

Memorandum of Agreement

[See Attached]

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is entered into by and between the Town of Concord, Massachusetts (the "Town"), acting by and through its Town Manager, as authorized by its Select Board (the "Select Board"), the Concord Housing Development Corporation ("CHDC"), and the Grantham Group, LLC (the "Developer"). The Agreement represents the understanding between the Town, the Developer, and CHDC (collectively the "Parties") with respect to Developer's proposal to construct an 83-unit affordable assisted living development (the "Project") on approximately six acres of land comprising a portion of Parcel 2013-1 on the Town of Concord's Assessors' Map, which parcel is located at 6X Winthrop Street in West Concord, Massachusetts (the "Site"). The Site is owned by CHDC and leased to the Developer for 99 years pursuant to a Ground Lease to be entered into substantially on the terms and conditions of the Development Agreement of CHDC and the Grantham Group dated February 22, 2016. A plan of the Site is attached hereto as **Exhibit A**.

RECITALS

WHEREAS: CHDC received title the Site and remainder of Parcel 2013-1 from the Commonwealth of Massachusetts in 2013 subject to a restriction that the Site be used for a development project comprised of 100% affordable housing units or open space, and pursuant to which deed the land will revert to the Commonwealth if said conditions are not met;

WHEREAS: The Developer intends to request that the Town grant all necessary permits to build the Project;

WHEREAS: The Developer has applied, or will apply, for federal low income housing tax credits and other public funding in support of the Project;

WHEREAS: The Select Board has requested, and the Concord Community Preservation Committee ("CPC") has recommended, that the 2017 Concord Annual Town Meeting appropriate Community Preservation Act ("CPA") funding in the amount of three hundred and fifty (\$350,000) dollars and in the following two years will request additional CPA funding to bring the total to one million (\$1,000,000.00) dollars for the Project (the "CPA Amount"); and

WHEREAS: The Select Board has requested that the Concord Town Meeting appropriate an additional one million (\$1,000,000.00) dollars from the Town's General Fund to support the Project (the "General Fund Amount", together with the CPA Funding, the "Town Funds");

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein and other good and valuable consideration, the receipt of which is acknowledged, the Parties hereby agree as follows:

1. CHDC and the Developer hereby acknowledge that the Town's payment of all or a portion of the Town Funds is subject to appropriation by Concord Town Meeting. Nothing herein shall constitute a commitment to provide funding not yet appropriated by Concord Town Meeting for the Project.
2. The Project must be constructed in conformance with all Federal, State, and local laws, rules, regulations permits and approvals including, without limitation, any and all Special Permits granted by the Concord Zoning Board of Appeals. Notwithstanding the foregoing, nothing in this Agreement shall require the Town or any board, committee, department or official thereof to grant any permit or approval required for the construction of the Project.

-
3. The Developer shall bear, or seek funding from sources other than the Town for, any and all costs of the Project, including but not limited to, construction expenses, site development costs or soil remediation costs. The Developer anticipates that these costs shall total \$17,351,533.
 4. As required by the deed from the Commonwealth conveying the Site to CHDC, 100% of the units created by the Project will be affordable and will count towards the Town of Concord's subsidized housing inventory ("SHI"); 17 of the units shall be affordable at or below 30% of median household income; 26 of the units shall be affordable at or below 60% of median household income; and 40 of the units shall be affordable at or below 150% of median household income.
 5. The CDHC and the Developer agrees that the Project will conform to all of the requirements of the CPC in the use of the CPA Amount, and shall be subject to the Town's standard CPA funding agreement.
 6. Roadway and other improvements on the Site will be built by the Developer, at the Developer's expense, and will conform to the Town's specifications, including the Town's specifications for subdivision roads pursuant to the Concord Planning Board's Subdivision Rules and Regulations, and in compliance with all other applicable laws, rules, regulations, and the terms of any Federal, State, or local permits and approvals.
 7. CHDC commits to working with the Concord Natural Resources Commission, the Sudbury Valley Trustees and the Concord Land Trust toward the goal of creating a permanent Conservation Restriction, providing for public access, on the portions of the Site not used for the development of the Project.
 8. To the greatest extent permitted by law and program requirements for the development of affordable housing of the Commonwealth of Massachusetts, the Developer shall maximize the number of units in the Project offered on a preferential basis to Concord residents.
 9. The Developer agrees to minimize disruption to neighborhood during Project construction by conforming to time of work requirements set by the Town, meeting with neighbors to resolve conflicts, and limiting off-Site noise, dust, and litter from the Project.
 10. The CHDC agrees that no additional buildings will be constructed on the Site other than those permitted as part of the Project.
 11. The Developer agrees not to request any financial support from the Town other than the Town Funds for the construction and development of the Project and acknowledges that the Town is under no obligation to provide any additional financial support; provided however, that this provision shall not apply to bar the Developer from seeking additional Town approvals to allow for the disbursement of the Town Funds.
 12. The Developer and CHDC agree to view the Town Funds as a deferred subordinated loan that will be structured according to the terms and conditions imposed by the Commonwealth's Affordable Housing Trust Fund as administered by MassHousing. The Town shall not disburse any Town Funds to the Developer until the Developer has closed on all debt and equity financing necessary for the Project. The Developer agrees that, thereafter, not more than 50% of the Town Funds shall be disbursed to the Developer prior to the issuance of a Certificate of Occupancy for the Project from the Town's building commissioner. The Town shall disburse the balance of the appropriated Town Funds to the Developer upon the

Developer's procurement of a certificate of occupancy from the Town's building commissioner for the Project.

13. The Town agrees to work with the Massachusetts Department of Transportation ("MassDOT") and the Massachusetts Department of Corrections ("DOC") to secure permission for Developer's construction vehicles to use MassDOT and DOC property for access to the Site during the period of construction. Developer and CHDC agree and acknowledge that such permission is not within the Town's control to grant, and that the Town's failure to obtain such permission shall in no way alter the Parties' rights and obligations under this Agreement.
14. No party shall assign its rights or obligations under this Agreement without the prior written consent of all other Parties which may be withheld in any party's sole discretion, provided, however, that the Developer may assign its rights and obligations under this agreement to an entity entirely owned and controlled by the Developer formed to act as the ground tenant of the Site with the Town's prior written consent, which consent, in that case may not be unreasonably withheld.

The Parties enter this Agreement into this 11th day of April 2017.

For the Town of Concord:



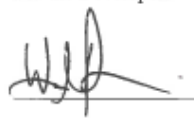
Christopher Whelan
Town Manager

For the CHDC:



Philip Posner
Chair, CHDC

For the Developer:



Walter Ohanian,
Managing Director
Grantham Group, LLC

EXHIBIT C

Tax Increment Financing Agreement

[See Attached]

TAX INCREMENT FINANCING AGREEMENT

BY AND BETWEEN

THE TOWN OF CONCORD

AND

JUNCTION VILLAGE ALF LIMITED PARTNERSHIP

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

RECITALS

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

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

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

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

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

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

WHEREAS, on September 3, 2020 the Select Board recommended approval of this Agreement to the Concord Town Meeting; and

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

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

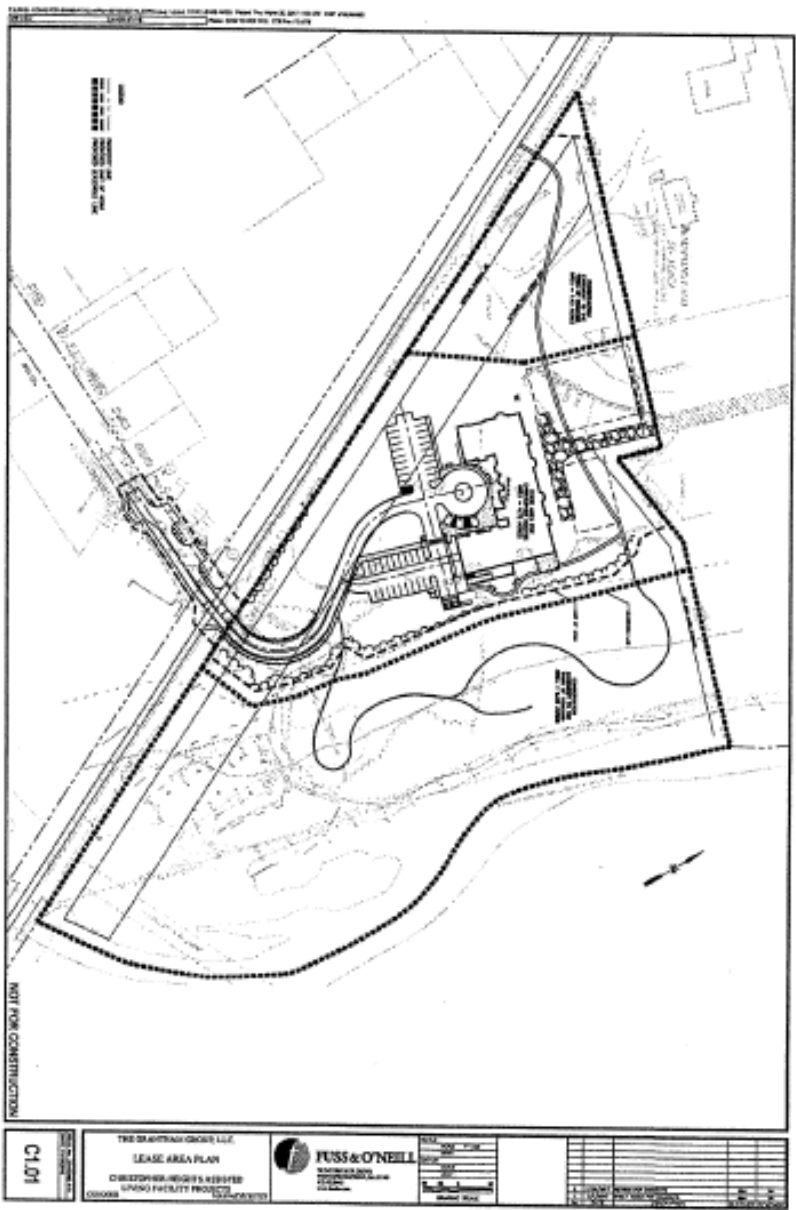
NOW, THEREFORE, in consideration of the mutual promises of the parties' contained herein and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

A. THE TOWN'S OBLIGATIONS

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

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

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



4. Notwithstanding the foregoing Exemption Schedule or anything in this Agreement to the contrary, the total amount of the Exemption authorized by this Agreement commencing on the date hereof, shall not exceed an aggregate of \$2,000,000 for the entire Exemption Term (the "Total Exemption"). Once the Total Exemption has been granted to the Company, the Company shall not be entitled to any further Exemption, even if the Exemption Term has not expired.
5. The Company agrees that whether it is acting as Junction Village ALF Limited Partnership or as Grantham Group LLC, or as Christopher Heights of Concord at Junction Village, or any other entity that owns or manages the Project, it shall not seek any type of additional direct or indirect financial support of any kind from the Town for this Project. Further, the Total Exemption shall not be increased without approval of both the Select Board and Town Meeting.
6. The Assessor shall remit to the Company annually, by December 31st, a statement of the amount of the Exemption for each fiscal year of this TIF Agreement and the amount of Exemption remaining until the Total Exemption is met.
7. The Company is also subject to Personal Property tax, which will be exempted at the same percentages as the Real Estate Exemption.

B. THE COMPANY'S OBLIGATIONS

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

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

5. The Company shall submit an annual report pursuant to Massachusetts General Laws Chapter 23A, Section 3F to the Massachusetts Economic Assistance Coordinating Council ("EACC") through the Commonwealth's on-line portal for each year of the Application designation. The annual report shall include the number of jobs created, and value of the Property capital investments and other related items with respect to the Property annually and on a cumulative basis. The Company shall submit a report as required by General Laws Chapter 40, Section 59(viii) to the Town Clerk and EACC.
6. Subject to the provisions of this Agreement, the Company shall pay all real estate taxes owed to the Town relating to the Property in a timely fashion. The Company shall also pay the real estate taxes as assessed by the Town on any partial construction completion in full and in a timely manner.
7. In the event of any de-certification by the EACC, the Town shall discontinue the Exemption benefits described above, commencing with the fiscal year immediately following the year in which the Company was decertified by EACC and the Company shall pay any taxes due as if no Exemption applied.
8. The Company agrees that the Town has the right to petition the EACC to decertify the Certified Project and to revoke this Agreement if the Town, acting through Select Board, determines that the Company has failed in a material way to meet any particular obligations as set forth in this Agreement, subject to the provisions of this Section B.8 and the further provisions below. Prior to taking any action to request decertification of the Project by the EACC, the Town shall give written notice of the alleged default to the Company and provide them an opportunity to meet with the Town officials to discuss a remedy for the alleged default. The Company shall have thirty (30) days from the receipt of such written notice to respond to the Town regarding any alleged default and one hundred twenty (120) days from the receipt of such written notice to remedy such alleged default.

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

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

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

C. ADDITIONAL PROVISIONS

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

to the addresses listed below or at such other address as may be specified by a party in writing and served upon the other in accordance with this section. Such notices shall be deemed given when delivered or when delivery is refused.

If intended for the Town, addressed to:

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

with copies concurrently delivered to:

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

If intended for the Company, addressed to:

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

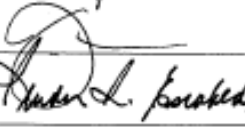
7. The Company agrees to allow the Town to monitor compliance with this Agreement. The Company shall provide to the Town, upon reasonable request, access to such information as the Town may deem necessary to monitor the Company's compliance including, but not limited to, income and expense information.
8. This Agreement shall not be binding and shall not go into effect until fully executed by the parties thereto, and until such time as this Agreement has been approved by the Massachusetts Economic Assistance Coordinating Council.
9. This Agreement and the terms contained herein shall not be altered without prior authorization from the EACC and a written amendment to this Agreement.


[SIGNATURE PAGE TO FOLLOW BELOW]

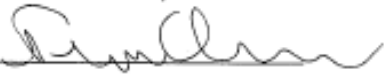
WITNESSETH the execution and delivery of this Agreement by the parties hereto as of the date first above written.

TOWN OF CONCORD SELECT BOARD









Date: _____

JUNCTION VILLAGE ALF LIMITED PARTNERSHIP

By: Junction Village Equity LLC By Walter Quinn Its Manager

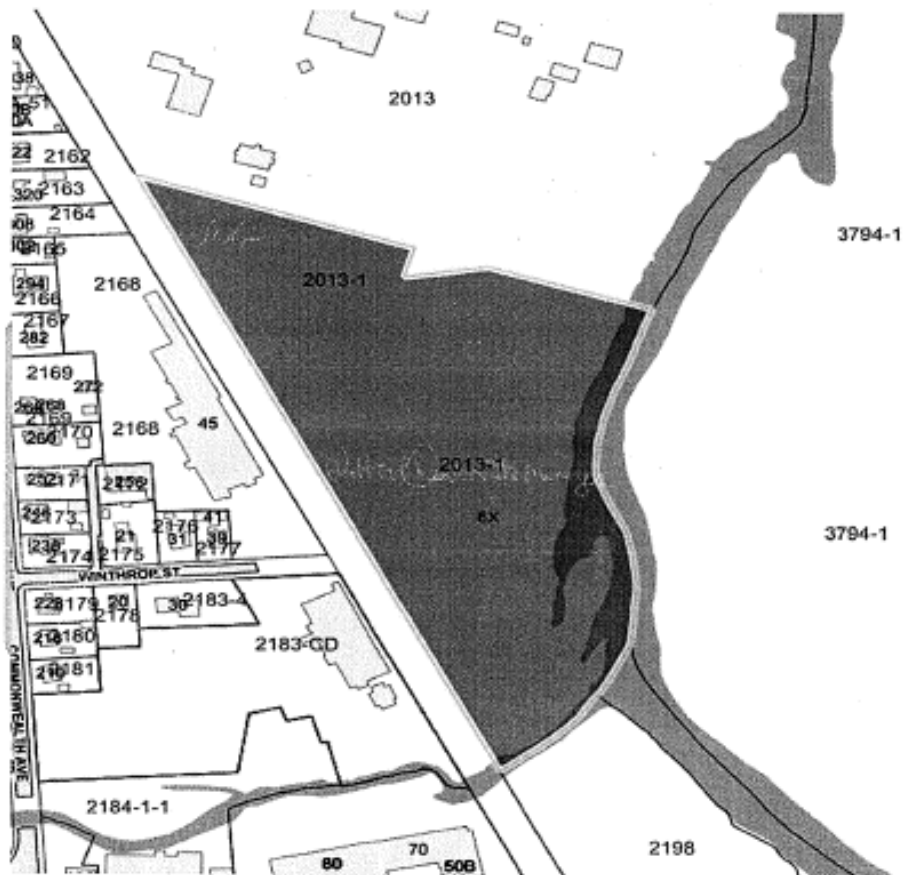
Name: 

Title: Manager

Date: 2/3/2020

ATTACHMENT

Property Map



Map 8D Parcel1301-1

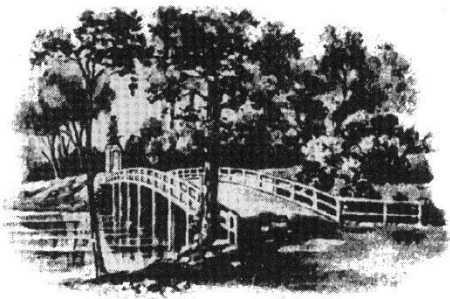
Signature:
Email: lescobedo@concordma.gov

Signature:
Email: mjohnson@concordma.gov

Signature:
Email: sbates@concordma.gov

Signature:
Email: jhotchkiss@concordma.gov

Signature:
Email: tackerman@concordma.gov



OLD NORTH BRIDGE

TOWN OF CONCORD

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

TO: Concord Select Board
FROM: Concord Municipal Affordable Housing Trust c/o chair Keith Bergman
CC: Concord Housing Development Corporation, Liz Rust, Marcia Rasmussen
DATE: October 7, 2022
SUBJ: Christopher Heights/Junction Village - request Select Board letter of support for reapplication under DHCD's High Readiness ARPA Funding Round

Thank you for scheduling an agenda item for the Select Board's meeting on Monday, October 17, 2022 for further consideration of the Christopher Heights/Junction Village project for 83 senior assisted living units countable on the Town's Subsidized Housing Inventory (SHI). Trust members will attend and make a brief presentation, which is forthcoming.

Please know that, at its meeting on October 4, 2022, the Concord Municipal Affordable Housing Trust Board of Directors voted unanimously (5-0)¹ as follows: (1) to fund from the Concord Municipal Affordable Housing Trust the sum of \$1,000,000 for commitment to the Christopher Heights/Junction Village project's reapplication for funding from the Massachusetts Department of Housing & Community Development under DHCD's High Readiness ARPA Funding Round; and (2) to request that the Select Board vote to send to DHCD a letter of support for said reapplication for state funding.

Preapplications are due October 27th under DHCD's High Readiness ARPA Funding Round, which was established in light of cost increases affecting affordable housing construction projects throughout the Commonwealth. All projects previously approved by DHCD must reapply. While the total projected cost for Junction Village has increased from \$17-million in 2016 to \$28,000,000 in 2022, significant additional state funding can be made available for it, but only with a firm commitment of \$1,000,000 in additional local funds, which the Trust has now provided.² DHCD also requires the select board in a town to vote to support any request made to DHCD for state funding, so the Concord Select Board's vote of support for Junction Village's reapplication is necessary in order for it to be considered by the state.

The Town of Concord's Housing Production Plan-- approved by the Select Board, Planning Board, and DHCD in 2016-- included a specific strategy to "Create Affordable Assisted Living Units at Junction Village" for 83 units on the 12-acre site conveyed by the Commonwealth to the Concord Housing Development Corporation. Town Meeting voters have approved this project on

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

² While the Trust had sought the Select Board's policy direction on how much of the \$1,000,000 might come from ARPA funds, the Town Manager has informed us the Select Board is requiring all ARPA funding requests to be considered through the Town's regular operating and capital budget processes. Since those extend well beyond the October 27th deadline, the Trust's fund balance of \$1,080,000 is the only source of local funding available in time.

numerous occasions. The Planning Board has voted to reiterate its support as recently as September 27, 2022. The Trust continues to view this project as the highest and best use of any Town funds for affordable housing, and essential for the Town to maintain compliance with its 10% goal under State Chapter 40B. Without this project, the Town faces ineligibility for certain State programs---including a fossil fuel-free demonstration project included in the recently-enacted clean energy legislation---while inviting “unfriendly 40B” development at locations and densities not of the Town’s choosing.

The Concord Municipal Affordable Housing Trust respectfully urges the Concord Select Board to vote to send to the Massachusetts Department of Housing & Community Development a letter of support for the Christopher Heights/Junction Village project’s reapplication for state funding under DHCD’s High Readiness ARPA Funding Round due October 27, 2022.

Thanks very much for your consideration

If Christopher Heights/Junction Village Dies

- Concord will have lost a cornerstone of its affordable housing effort
 - Voted by Town Meeting on numerous occasions
 - Included in Long Range Plan
 - Included in 2016 Housing Production Plan approved by Select Board, Planning Board, DHCD
 - Support recently reaffirmed by unanimous vote of the Planning Board, 9/27/2022
 - CMAHT has voted to commit required \$1,000,000 to access additional state funding
 - DHCD requires a letter of support from the Select Board for reapplication for state funding
- No new affordable assisted living for our elders
 - And no tax revenue from this large site
- Concord will have less than 10% on its Subsidized Housing Inventory
 - So developers (under 40B) can create a dense multi- family project ignoring many zoning restrictions
 - Concord will get a large project, but not of a size or location of the Town's choosing
- We may lose the opportunity to move forward with fossil fuel free construction in the near future
 - New law requires 10% affordable housing to be considered for pilot program
 - A reasonable requirement for environmental justice

What is Junction Village

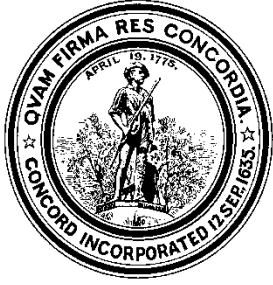
- 83 unit affordable assisted living for the elderly
 - Varying levels of affordability
 - A preference for Concord residents when opened subject to State rules on local preference that apply to all such projects
- On land abutting MCI obtained from the State **on the condition** it be used for affordable housing and open space
- To be built by a private developer (Grantham Group) using a mix of private investment, State and local funds and tax credits
 - Developer has a good reputation with the State for other projects in Massachusetts
 - Almost a decade in development
 - Town has previously pledged \$2 million and granted a tax abatement
- Towns now required to provide additional funds to be considered for additional State funding to offset construction cost increased
 - Other Towns are acting
 - One Town has committed \$12 million for a project providing 65 affordable units

Why Concord Needs Junction Village

- Concord has seen no change in affordable housing units in the last decade
 - Subsidized housing inventory (SHI) will fall below 10% next year without Junction Village
 - Triggering opportunity for an “unfriendly 40B”
- Concord has a large and growing elderly population
 - Half of Concord households are over 55; 37% of households are over 65
 - Elders have the lowest average incomes
 - They are not getting any younger and will need more services
- Concord is losing the smallest units that used to be affordable
 - Homes averaging 1,473/sq ft and \$591,000 replaced with homes averaging 3,917 sq ft and selling for \$1.46 million
- Concord’s participation may be at risk for “fossil fuel-free” demonstration project
 - 10% SHI is a condition for consideration, per recent climate/wind legislation

Why Junction Village Needs \$1,000,000 More from Concord

- Project costs have escalated from \$17 million to \$28 million, consistent with national trends
 - Index for residential construction materials---up 49% in five years to June 2022
 - Bid to build a small house on Town-owned (Gerow) land (for CHA)---\$700,000
- Junction Village is the least expensive way for Concord to add affordable housing (even with additional million dollars)
 - Total cost---\$337,000/unit
 - Town cost (with additional million)--\$36,000/unit
 - No tax revenue from this land if nothing is built
- Concord must provide additional funds if Department of Housing and Community Development (DHCD) is to provide additional state funds
 - DHCD experts will validate Grantham cost estimates and increases
- Funds are available without tapping Town tax revenues
 - Municipal Affordable Housing Trust has voted to provide \$1,000,000 because Junction Village is the most economic way to add affordable units



TOWN OF CONCORD

Planning Division

141 Keyes Road - Concord, MA - 01742

Phone: 978-318-3290

Memorandum

To: Select Board
Kerry Lafleur, Town Manager

From: Planning Board
Elizabeth Hughes, Town Planner

Date: September 29, 2022

Re: **Christopher Heights Assisted Living Facility Funding**

At the September 27, 2022 meeting of the Planning Board, the Concord Housing Development Corporation President discussed the September 23, 2022 memo (attached) to the Board regarding additional demonstration of support required for the Christopher Heights Assisted Living Facility by the Massachusetts Department of Housing and Community Development.

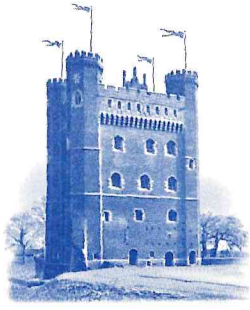
The Planning Board voted unanimously to recommend the Select Board commit an additional \$1,000,000 of Town funds to this project.

The Planning Board notes the history of community support for affordable housing and Christopher Heights through the actions of Town Meeting. Funds have been allocated to the Concord Municipal Affordable Housing Trust (CMAHT); CPA funds have been specifically allocated to Christopher Heights and a Tax Increment Financing agreement has been created for this project.

Comments have been raised by various individuals that the developer promised not to ask the Town for any additional funding. This was before the COVID pandemic and unforeseen increases in the cost of materials, labor shortages and increased interest rates increased construction costs dramatically. These are extraordinary circumstances that the developer has no control over and has affected many if not all construction projects in Concord and Massachusetts. In addition, given that there are sufficient funds available for this use held by the CMAHT (which supports this project), this use of funds will not raise taxes to Concord residents.

The Planning Board would like to point out that this project will address major goals of the Town's Envision Concord Comprehensive Long-Range Plan:

- Supports the elderly population, which is often overlooked even though by 2030, 34% of Concord's population will be 65 years old or older.
- Will provide much needed affordable assisted living, which has not been built in this community since Concord Park in 2001.
- Incorporates improvements to open space and public access to a portion of the Assabet River and makes a greenway connection to the Bruce Freeman Rail Trail and Gerow Park.
- Once a building permit is issued, should easily keep the Town above the Chapter 40B 10% until 2030.



The GRANTHAM GROUP, LLC

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

October 7th, 2022

Mr. Lee Smith, Chair
Concord Housing Development Corporation
141 Keyes Road
Concord, Massachusetts 01742

Dear Lee:

With deep regret, we are writing to inform you that the Christopher Heights of Concord at Junction Village project team and our parent company, The Grantham Group, LLC, have decided to terminate the project and withdraw all our pending applications for it. Beyond economic, financial, and market conditions changing recently in dramatic and negative ways, it's clear to us that we face hostility and outright opposition to the Christopher Heights project from a majority of the current Concord Select Board, making the project untenable, as we'll explain in further detail below.

First, and most importantly, we want to express our deepest thanks to you and to your fellow CHDC board members for your consistent, strong leadership on the Christopher Heights of Concord at Junction Village project for the past six-plus years. We could not have asked for a more positive, professional, and supportive partner than the CHDC. As a group of talented and dedicated volunteers, you are an extraordinary resource for the town of Concord. We wish you much success in the future fulfilling your mission of bringing more affordable housing, of all kinds, to Concord.

Concerning the financial realities that challenge the continued viability of Christopher Heights of Concord at Junction Village: The economics of the project have changed dramatically compared to not just three years ago, but even compared to just 12 months ago. Soaring inflation and mortgage-interest rates and unending supply-chain and labor-availability issues are making construction costs spike to unsustainable levels. We are just one of more than 30 affordable housing projects proposed throughout the Commonwealth, along with hundreds of other development proposals, that have seen already-difficult project financing numbers become profoundly challenging if not impossible to meet.

Even if the Town of Concord were to step up with additional funding to help us meet this new and deeply difficult financial environment, what became clear to us during our last appearance before them on Sept. 19 is that the current Select Board is not the kind of committed partner that we or any developer would need to drive a complex, challenging project like Christopher Heights of Concord at Junction Village through to successful completion. During a 50-minute review of our revised project financials, during which we answered every question readily and transparently, we heard from Board members these comments, all quoted verbatim:

- "I think we should shed some light tonight on the opposition."
- "It wasn't that great a project to begin with, because 83 units of affordable assisted living is not exactly what our housing need is in this town."
- "It seems like you're certain that this is the best thing for the town, and I'm sure you're aware of the fact that there are many people that don't agree with that. Otherwise, this would have passed easily at Town Meeting. And it didn't."
- "We [need] to provide developers with an incentive to develop housing that we need without having the almost irrational fear that somebody is going to come along and **build a big slum in our town.**" (Emphasis added)

The session concluded with a majority of the board voting to ask Town Counsel to find legal grounds to sue us. There aren't—but the result and spirit of that vote and the conversation that preceded it made clear that a majority of the town's current leadership is not only unwilling to be a partner with us, they're hostile—some even implacably opposed—to Christopher Heights of Concord at Junction Village. Under these circumstances, it is impossible for us, and would be for any developer, to continue with the project.

What we have learned over and over again, as a widely respected, award-winning developer of affordable assisted living that draws the highest praise from state and local housing officials, is that only with the strong and enthusiastic support of top local officials across many years can we successfully complete very difficult and very-much-needed projects like Christopher Heights. In communities including Attleboro, Belchertown, Marlborough, Northampton, Webster, and Worcester, we've earned and enjoyed that support, and as a result, we've delivered excellent, much-celebrated projects. In the current Concord Select Board, we clearly do not have a supportive partner. So we have no choice but to terminate the Christopher Heights of Concord at Junction Village project.

While this is a frustrating business and personal setback for The Grantham Group, LLC, and the Christopher Heights of Concord at Junction Village team, ultimately, there are three groups of people for whom we feel far worse: First, all the many supporters of Christopher Heights, particularly the CHDC, who have poured your hearts and best energies into fighting for years to make this critically needed project a reality for Concord. Second, the hundreds and hundreds of families—virtually all of them from Concord or with deep ties to the town—who in the coming years will have lost the opportunity to see their loved ones who need the support of assisted living enjoy an attractive, affordable option to secure that care and support right here in Concord. And finally, the town at large, which will lose out on dozens of jobs, increased taxes and revenues, improved recreational amenities and protected open space along the Assabet River, and the new source of vibrant community that would have been Christopher Heights of Concord at Junction Village.

Thank you once more for your greatly appreciated support and partnership.

Yours sincerely,



Walter Ohanian
Managing Director

CC:

Douglas Bacon, CHDC Clerk
Peter Lowitt, CHDC Vice Chair
James Burns, CHDC board member
Dan Drazen, CHDC board member



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

October 10, 2022

To: Kerry LaFleur
CC: Marcia Rasmussen
From: Liz Rust
RE: Concord SHI Update, and pipeline, Updated

The Subsidized Housing Inventory (SHI) measures a municipal standing relative to the MGL Ch.40B 10% requirement, as regulated at 760 CMR 56, and administered by the Department of Housing and Community Development (DHCD). There are rules regarding when units are counted, and the requirements for those units.

Communities above the 10% requirement have greater local control over affordable housing developments by requiring local zoning. When a community is above the 10% requirement, the decisions on comprehensive permit applications by the Zoning Board of Appeals (ZBA) to deny or approve with conditions will be deemed “consistent with local needs” under MGL Chapter 40B. In practical terms, since the town can deny a 40B permit (and be upheld at the HAC), developers only submit 40B applications that have the full support of the town (such as a Local Initiative Project or a ‘friendly’ 40B). The development potential at 1450 Main Street can help illustrate this. If the town had been under the 10% requirement at the time, the developer could have filed a 40B project (versus the Planned Residential Development project originally submitted or standard Subdivision project) and proposed 100 (and up to 250) units of housing, with the 25% affordable requirement.

The numerator is the number of subsidized affordable units, and is updated as units qualify or as units are removed. The denominator is the year-round housing units in the community as measured by the Decennial Census.

Currently the 2010 Census is in effect. The SHI will be recalibrated with the 2020 Census no earlier than May 2023. At that time, the numerator will be current to 2022, and the denominator to 2020.

Current SHI: Currently, Concord is at 10.43% on the SHI, which is 29 units over the 10% threshold (715 affordable units in the numerator and 6,852 year round housing units in the denominator). There are 358 market rate units on the SHI, which is exactly half of the units on the SHI, reducing the SHI to 5.21% if removed.

2020 SHI: The Census has published the housing units in Concord as 7,295, however this is 500 units less than the building permit survey data also from the Census. The SHI denominator figure adjusts that figure by subtracting the ‘seasonal’ units (which were 95 in the 2010 Census). These considerations make precise projections difficult to make, though it is likely that Concord will fall below the 10% in May 2023 with the new SHI. The shortfall could be as low as 8, though the trend of losing Mass. Department of Developmental Services (DSS) units puts pressure on creating new units.

SHI Change: The SHI has remained at the approximate current level since 2013, when the SHI was 10.32% (707 units). While 19 units were created in 6 developments, 11 units were lost in the DCF units (confidential beds in group homes – 9 just this year), for a net of 8 units added in 10 years.

Housing Production Plan: Having an approved Housing Production Plan (target January 2023) can also provide a safe harbor mechanism under MGL 40B. Concord could obtain a one-year safe harbor by creating 35 new SHI units in one year, or obtain a two-year safe harbor for creating 69 units. Most likely those units would also bring/keep Concord above the 10% requirement.



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Pipeline: The below developments are the current pipeline for known and potential efforts.

Time Frame	# Units	Detail
FY23	No new units	Assume no Christopher Heights
FY24	1 unit – Millrun 1 unit – Gerow	Likely Likely
3 – 5 years	5 units – Assabet River Bluff	In Planning, some might come earlier
5 – 10 years	5 units Bedford St (CHA) 1 unit Main St (CHA) 2 units Walden Street (CHA) 1 unit Peter Spring Road (CHA)	Requires sewer Requires sewer Requires sewer Further analysis required
Upon Vacancy	2 CHA properties	Could be added to SHI upon vacancy
Longer Term	2229 Main Street/Starmet site Peabody Middle School	

Future: And looking forward, there are some properties with expiring restrictions which will be removed from the SHI if not extended or preserved: Community Housing Options (20 units expiring in 2037) and Fairhaven Gardens (42 units expiring in 2043), and Emerson Annex (4 units expiring between 2028 and 2035).

LOCAL INITIATIVE PROGRAM APPLICATION FOR LOCAL ACTION UNITS

Introduction

The Local Initiative Program (LIP) is a state housing initiative administered by the Department of Housing and Community Development (DHCD) to encourage communities to produce affordable housing for low- and moderate-income households.

The program provides technical and other non-financial assistance to cities or towns seeking to increase the supply of housing for households at or below 80% of the area median income. LIP-approved units are entered into the subsidized housing inventory (SHI) pursuant to Chapter 40B.

Local Action Units (LAUs) are created through local municipal action *other than comprehensive permits*; for example, through special permits, inclusionary zoning, conveyance of public land, utilization of Community Preservation Act (CPA) funds, etc.

DHCD shall certify units submitted as LAUs if they met the requirements of 760 CMR 56.00 and the LIP Guidelines, which are part of the Comprehensive Permit Guidelines and can be found on the **DHCD website** at www.mass.gov/dhcd.

To apply, a community must submit a complete, signed copy of this application to:

**Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, Massachusetts 02114
Attention: Rieko Hayashi, Program Coordinator**

**Telephone: 617-573-1426
Email: rieko.hayashi@state.ma.us**

Community Support Narrative, Project Description and Documentation

Please provide a description of the project, including a summary of the project's history and the ways in which the community fulfilled the local action requirement.

Signatures of Support for the Local Action Units Application

Chief Executive Officer:

defined as the mayor in a city and the board of selectmen in a town, unless some other municipal officer is designated to be the chief executive officer under the provisions of a local charter

Signature: _____

Print Name: Matt Johnson, Chair Select Board

Date: _____

Chair, Local Housing Partnership:
(as applicable)

Signature: ____NA____

Date: _____

Municipal Contact Information

Chief Executive Officer

Name Matt Johnson _____
Address 22 Monument Square, Concord MA 01742
Phone 978-318-3100 _____
Email mjohnson@concordma.gov _____

Town Administrator/Manager

Name Kerry Lafleur _____
Address 22 Monument Square, Concord MA 01742
Email klafleur@concordma.gov

City/Town Planner (if any)

Name Marcia Rasmussen _____
Address 141 Keyes Road, Concord MA 01742
Phone 978-318-3290 _____
Email mrasmussen@concordma.gov

City/Town Counsel

Name _____
Address _____
Phone _____
Email _____

Chairman, Local Housing Partnership (if any)

Name _____
Address _____
Phone _____
Email _____

Community Contact Person for this project

Name Liz Rust _____
Address 37 Knox Trail, Acton 017020
Phone 978-287-1090 _____
Email liz@RHSOhousing.org _____

The Project

Developer

Name _____ Now Communities
 Address _____ 1651 Main St/PO Box 1775, Concord MA 01742
 Phone _____
 Email rob@nowcommunities.com

Is your municipality utilizing any HOME or CDBG funding for this project? No

Local tax rate per thousand \$__ 14.72__ for Fiscal Year __2022__

Site Characteristics

<u>Project Style</u>	<u>Total # of Units</u>	<u># of Units Proposed for LAU Certification</u>
Detached single-family house	_____ 10	_____ 0
Rowhouse/townhouse	_____	_____
Duplex	_____ 4	_____ 1
Multifamily house (3+ family)	_____	_____
Multifamily rental building	_____	_____
Other (specify)	_____	_____

Unit Composition

Type of Unit:	# of Units	# of BRs	# of Baths	Gross Square Feet	Livable Square Feet	Proposed Sales Prices/ Rents	Proposed Condo Fee
Condo Ownership Fee Simple Ownership Rental							
Condominium Affordable Duplex:	1	1	1.5			\$220,600	\$206
Condominium Moderate Duplex	1	1	1.5			\$456,700	\$342
Condominium Market duplex	2	1	1.5			\$800,000	\$220, \$342
Condominium Market detached	8					\$990,000	~\$500

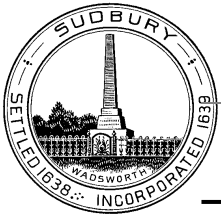
Please attach the following documents to your application:

1. Documentation of municipal action (e.g., copy of special permit, CPA funds, land donation, etc.)
2. Long-Term Use Restrictions (request documents before submission):
 - For ownership projects**, this is the Regulatory Agreement for Ownership Developments, redlined to reflect any proposed changes and/or the model deed rider.
 - For rental projects**, this is the Regulatory Agreement for Rental Developments, redlined to reflect any proposed changes.
 - For HOME-funded projects**, this is the HOME covenant/deed restriction. When attaching a HOME deed restriction to a unit, the universal deed rider cannot be used.
3. Documents of Project Sponsor's (developer's) legal existence and authority to sign the Regulatory Agreement:
 - appropriate certificates of Organization/Registration and Good Standing from the Secretary of State's Office
 - mortgagee consents to the Regulatory Agreement
 - trustee certificates or authorization for signer(s) to execute all documents
4. For Condominium Projects Only: The Condominium master deed with schedule of undivided interest in the common areas in percentages set forth in the condominium master deed
5. For Rental Projects Only: A copy of the Local Housing Authority's current Utility Allowances
6. Massachusetts Environmental Policy Act (MEPA) environmental notification form (ENF) – for new construction only (request form before submission)
7. Affirmative Fair Marketing and Lottery Plan, including:
 - ads and flyers with HUD Equal Housing Opportunity logo
 - informational materials for lottery applicants
 - eligibility requirements
 - lottery application and financial forms
 - lottery and resident selection procedures
 - request for local preference and demonstration of need for the preference

- measures to ensure affirmative fair marketing, including outreach methods and venue list
- name of Lottery Agent with contact information

See Section III of the Comprehensive Permit Guidelines at www.mass.gov/dhcd and search for **LIP 40B Guidelines** for more information.

PLEASE CONTACT RIEKO HAYASHI OF OUR OFFICE AT 617-573-1426 IF YOU HAVE ANY QUESTIONS.



TOWN OF SUDBURY

SUDBURY HOUSING TRUST

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776
978-639-3387
<http://www.sudbury.ma.us>

MARKETING PLAN FOR LOTTERY OF

Concord Millrun Homeownership Condominium Units Concord, MA

SEPTEMBER 2022

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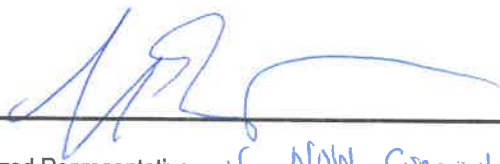
Affordability Restrictions 9

Developer Certification:

As authorized representative of _ NOW Concord Main LLC_, I have reviewed this plan and agree to implement this AFHMP, which shall be made effective as of the approval date.

Further, by signing this form, NOW Concord Main LLC agrees to review and update its AFHMP as necessary in order to comply with all applicable statutes, regulations, executive orders and other binding DHCD requirements pertaining to affirmative fair housing marketing and resident selection plans reasonably related to such statutes, regulations, executive orders, as same may be amended from time to time.

I hereby certify that all the information stated herein, as well as any information provided herewith, is true and accurate.



Authorized Representative of NOW Concord Main LLC

PURPOSE OF PLAN

The Millrun development was approved by the Concord Planning Board on August 24, 2020 as a 14 home plan, comprised of 10 detached homes, and 2 duplexes (4 units). The permit required two restricted units – one at 80% AMI regulated as a Local Action Unit by DHCD and Town of Concord and one unit at 150% AMI regulated solely by the Town of Concord.

This marketing plan addresses the requirements of both deed-restricted ownership units. The units will be awarded based on a lottery all in one phase as the units are well under construction.

This marketing plan describes the project, and the marketing and outreach efforts in compliance with Fair Housing requirements, the eligibility criteria and the lottery and buyer selection process. The application material describes the unit and the process in more detail.

The lottery plan will implement the income restrictions and any and all other procedures set forth below in compliance with the DHCD Affirmative Fair Housing Marketing Plan guidelines updated December 2014.

KEY CONTACTS

Developer:

NOW Concord Main LLC
1651 Main St/PO Box 1775
Concord MA 01742
Robert Easton
rob@nowcommunities.com

DHCD, LIP LAU Program Administrator:

Rieko Hayashi
DHCD, LIP Program
100 Cambridge Street, suite 300
Boston, MA 02110
Phone: (617) 573-1426
rieko.hayashi@state.ma.us

Lottery Agent:

Elizabeth Rust, Lara Plaskon
Sudbury Housing Trust
278 Old Sudbury Rd
Sudbury, MA 01776
housing@sudbury.ma.us

PROJECT DESCRIPTION

Concord Millrun is a new compact neighborhood in West Concord that celebrates sustainable, communal living. The 14 residences are situated near the natural beauty of the Assabet River, and the winding footpaths, inviting porches, and beautiful central green create a sense of cohesion, safety, and community.

The restricted condominiums are 16 Millrun (unit 6B 80% AMI) and 18 Millrun (unit 7A, 150% AMI). They are both 1 bedroom 1.5 bath sized units, with porch and patio. 16 Millrun is 895 square feet, on a single level with kitchen, dining area, and bedroom; 18 Millrun is 1480 square feet, with the kitchen, dining area, bedroom, and baths on the first floor, and an unfinished loft area upstairs.

Each unit will have assigned space for one car parking on the lower mid-level.

The units are connected to town water, and town sewer. These are metered separately, and the homeowner pays the town directly and not part of the condo fee.

The units feature LVT flooring throughout. There is electric heat and central air conditioning. These are highly efficient and energy efficient units, featuring Air sourced, hybrid, electric heat pumps with exhaust and fresh air provided by an energy recovery ventilation system.

The kitchen features refrigerator, stove, microwave, washer and dryer as well as an island with seating areas.

SALES PRICES

The 80% affordable unit will be offered under the Local Initiative Program (LIP), administered by Department of Housing and Community Development (DHCD), as a Local Action Unit (LAU). Local Action Units are created through local municipal action, in this case via the Town of Concord's Planned Residential Development (PRD) Permit.

Sale prices of LAUs are set so that a household earning 70% of area median income would not expend more than 30% of income for housing.

The sales price shown uses the parameters in effect 9.19.22, including the 2022 income limits, and current 30-year fixed interest rate of 6.02, Concord FY22 tax rate of \$14.72.

The monthly Condominium fee is estimated at \$184 per month for the 80% unit and \$255 per month for the 150% unit which represents a proportional share (based on square footage adjusted for value) of the total condominium expenses covering landscaping and snow removal, taxes, insurance and contribution to reserve. The homeowner will also pay monthly real estate taxes using Concord's tax rate of \$14.72

Concord Millrun (September 2022)			
1BR 80% 16 (6B)		1BR 150% 18 (7A)	
Housing Cost:		Housing Cost:	
Sales Price	\$220,600	Sales Price	\$456,700
5% Down payment	\$11,030	5% Down payment	\$22,835
Mortgage	\$209,570	Mortgage	\$433,865
Interest rate	6.27%	Interest rate	6.27%
Amortization	30	Amortization	30
Monthly P&I Payments	\$1,293.09	Monthly P&I Payments	\$2,677.03
Tax Rate	\$14.72	Tax Rate	\$14.72
monthly property tax	\$271	monthly property tax	\$560
Hazard insurance	\$74	Hazard insurance	\$152
PMI	\$136	PMI	\$282
Condo/HOA fees (if applicable)	\$184	Condo/HOA fees (if applicable)	\$255
Monthly Housing Cost	\$1,958	Monthly Housing Cost	\$3,926
Necessary Income:	\$78,314	Necessary Income:	\$157,051
Household Income:		Household Income:	
# of Bedrooms	1	# of Bedrooms	1
Sample Household size	2	Sample Household size	2
HUD 80% AMI	\$89,500	HUD 150% AMI	\$168,240
Target Housing Cost (80%AMI)	\$2,236	Target Housing Cost (80%AMI)	\$4,206
10% Window	\$78,313	10% Window	\$157,024
Target Housing Cost (70%AMI)	\$1,958	Target Housing Cost (70%AMI)	\$3,926

MARKETING PLAN

A marketing plan for an affordable housing lottery demonstrates and ensures Fair Housing regulations are complied with and that the units are made available to a wide audience of qualified people.

The marketing and outreach activities are intended to communicate and advertise these opportunities. In general, the plan includes sending notices or flyers to local groups and organizations, notices for website publications, and advertisements in newspapers and periodicals. In accordance with the guidelines, the marketing period will start at least 60 days before the application period closes, and all advertisements will run twice.

During the general marketing period, the Developer and the lottery administrator will offer one 'informational session' for each lottery members of the public to educate them about the Units and the lottery process. This will take place in a publically accessible location.

Group	What to send
MetroWest Daily news	Ad
Concord wicked local	Ad
Sampan Newspaper	Ad
O Jornal/O Jornal Brasileiro	Ad
El Mundo	Ad
Bay State Banner	Ad

Concord Civic Groups, churches, temples	Flyer
Concord Housing Authority	Flyer
Local Housing Authorities	Flyer
Notice to Concord Committees and employees	Email notice
Interested Person database	Email Notice/Flyer
Town of Concord website	Website
ConcordVeterans' Services District	Flyer
Concord Council on Aging	Flyer
Concord Youth & Family Services	Flyer
Metrolist Clearinghouse	Flyer
Mass Access	Website
Fair Housing Center of Boston	
Massachusetts Affordable Housing Alliance	Website
Merrimack Valley Housing Partnership	Flyer
Cambodian Mutual Assistance Association of Lowell	
Action for Boston Community Development, Inc	Flyer
Vietnamese American Initiative For Development	Flyer
Asian Community Development Corporation	Flyer
Asian American Civic Association Inc	Flyer
Vietnamese American Civic Association	Flyer
Urban Edge Housing Corporation Inc	Flyer
Neighborhood Development Corporation of Jamaica Plain	Flyer
La Alianza Hispana Inc	Flyer
Coalition For A Better Acre Inc	Flyer
Metropolitan Boston Housing Partnership	Flyer
South Middlesex Opportunity Council	Flyer
Community Teamwork	Flyer

ELIGIBILITY AND PREFERENCES

INCOME

Income eligibility, as stated in the Guidelines, is governed by the rules and standards employed by the Department of Housing and Urban Development (“HUD”) in the selection of income-eligible tenants for publicly subsidized housing, as determined in the manner described in 24 CFR 5.609. The provisions of this section are intended to complement and not to override or supersede any applicable fair marketing regulations of DHCD, the Massachusetts Commission Against Discrimination, or any Local regulation with jurisdiction and like purpose, to provide low and/or moderate income housing.

The applicant household is required to be at or less than 80% of the Boston Region Area Median Income (AMI) as published by HUD for total Gross Annual Household Income. Gross Annual Household Income includes all income prior to any deductions from all adult household members. An imputed income amount of .06% of assets will be added to income for assets over \$5,000. . The current income limits will be used, currently the 2022 limits:

80% AMI Unit: 1 person- \$78,300, 2 person- \$89,500, 3 person- \$100,700, 4 person- \$111,850

150% AMI Unit: 1 person- \$147,210, 2 person- \$168,240, 3 person- \$189,270, 4 person- \$210,300

ASSETS – 80% AMI DHCD UNIT

Household assets shall not exceed \$75,000 in value for the affordable unit. Assets include, but are not limited to all cash, cash in savings accounts, checking accounts, certificates of deposit, bonds, stocks, cash value of retirement accounts, value of real estate holdings and other capital investments. The value of necessary personal property (furniture, vehicles) is excluded from asset values.

Assets that are included conform to the guidance from DHCD, and include retirement and pension funds amounts that can be withdrawn less penalties or transaction costs.

ASSETS – 150% AMI UNIT

Household assets shall not exceed \$140,625 for the 150% AMI Unit, excluding retirement assets, and the down payment up to 5% of the purchase price. Senior households (one person over the age of 55), have an asset limit of \$340,625.

Assets include, but are not limited to all cash, cash in savings accounts, checking accounts, certificates of deposit, bonds, stocks, value of real estate holdings and other capital investments. The value of necessary personal property (furniture, vehicles) is excluded from asset values.

FIRST-TIME HOMEBUYER

All qualified applicants shall be first-time homebuyers and must not have had an ownership interest in a residential property for the preceding 3 years, including in trust, with exceptions made for:

1. displaced homemakers, where the displaced homemaker (an adult who has not worked full-time, full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family), while a homemaker, owned a home with his or her partner or resided in a home owned by the partner;
2. single parents, where the individual owned a home with his or her partner or resided in a home owned by the partner and is a single parent (is unmarried or legally separated from a spouse and either has 1 or more children of whom the individual has custody or joint custody, or is pregnant);
3. households where at least one household member is 55 or over;
4. households that owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations; and

5. households that owned a property that was not in compliance with State, local or model building codes and that cannot be brought into compliance for less than the cost of constructing a permanent structure.

The Moderate 150% AMI unit does not have First-Time Homebuyer requirements.

OTHER ELIGIBILITY CRITERIA

Individuals who have a relationship to the Developer or who have a financial interest in the Project and their families shall not be eligible to participate in the lottery.

HOUSEHOLD SIZE PREFERENCE

The objective of these State subsidy programs is to provide housing to appropriate sized families, and to that end, there will be preference given in the lotteries with respect to the number of bedrooms needed.

A “household” is defined as two or more persons who will regularly live in the unit as their primary residence and who are related by blood, marriage, law or who have otherwise evidenced a stable inter-dependent relationship, or an individual.

Within an applicant pool, first preference shall be given to households requiring at least the total number of bedrooms in the unit based on the following criteria:

1. There is at least one occupant per bedroom.
2. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom.
3. School-aged children of the opposite sex are not expected to share a bedroom.

LOTTERY PROCEDURES

The main objective of the lottery process is to ensure that all winners are able to close on the unit while conducting Fair Housing practices. To that end, qualifications and eligibility are verified prior to entering the lottery.

The Lottery Agent will provide a complete application package to each person requesting an application. The application form and package is attached and provides ample detail on the procedures and process, including a description of the eligibility requirements, as well as the date of lottery and how the lottery winners will be chosen.

Applications will be available on-line, and sent to any requesting party.

Key elements of the lottery process include:

- Only qualified eligible applicants will enter the lottery.
- Applicants will be notified of their standing and drawing results.
- A minority pre-lottery will be held if required.
- The lottery will be held in a public setting, and the results posted.
- Records will be retained for audit purposes.

The ballots are randomly drawn and placed in the order drawn. Units are awarded to households based on bedroom sizes, by proceeding down the list of lottery winners to the first household on the list which is of appropriate size for a three-bedroom unit.

A general list will be created through this lottery and maintained with ranking, contact information, and #BR needed until the unit is sold, or all persons have declined to purchase.

Applicants selected in the lottery who require special accessibility or reasonable accommodation features or modification will be given the opportunity to request such modifications.

Before Purchase and Sale Agreement has been signed, final income and assets will be verified to ensure the buyer's verified income meets the eligibility income limits, if over 60 days.

Current mortgage requirements include:

1. The loan must have a fixed interest rate through the full term of the mortgage.
2. The loan must have a current fair market interest rate, no more than 2 percentage points above the current MassHousing rate.
3. The loan can have no more than 2 points.
4. The buyer must provide a down payment of at least 3%; half must come from the buyer's own funds.
5. The loan must be from a financial institution.
6. The buyer may not pay more than 38% of their monthly income for the housing costs.
7. Non-household members shall not be permitted as co-signers of the mortgage.

AFFORDABILITY RESTRICTIONS

It is important that the potential homeowner be advised and is fully aware of the restrictions on the property, and four documents assist the purchaser in understanding the complexities in the deed restriction.

1. There is the deed rider itself, which is available in hard copy in the office and on the DHCD website at <http://www.mass.gov/hed/docs/dhcd/hd/lip/lipdeedrider.pdf>
2. The terms of the deed restriction are detailed in the disclosure section of the application, and acknowledgement signatures are required.
3. The restrictions are also covered in the Information Session, though attendance is not a requirement for application.
4. The Homeowner Disclosure Statement, provided by DHCD, will be given to all lottery winners prior to signing the reservation form. The lottery winner process requires this to be signed and witnessed prior to signing the P&S.



**Information and Application for Affordable Homeownership
Millrun, Concord MA 01742
Two 1Br Condominiums**

Low Income 80% AMI: \$220,600

Moderate 150% AMI: \$456,700

This packet contains specific information for the purchase of two deed restricted units at Millrun in Concord, MA, including the eligibility requirements, the selection process, and a lottery application form.

The key milestones for this housing opportunity:

- Application Period opens xxxx, 2022
- Information Session xxxx, 2022, 7pm <https://us02web.zoom.us/j/3497197633>
- Application Deadline xxxxx, 2022, 1pm
- Lottery xxxxx 22, 2022, 1pm, *via online meeting – details for joining meeting provided to eligible applicants via email*

This application is a first step in the lottery process and does not assure you a home. Applicants must secure approval for a mortgage loan, submit evidence of such approval together with the application, and be ready to buy.

Please contact Lara Plaskon at the Sudbury Housing Trust for any questions or to submit your application:

Lara Plaskon
Regional Housing Services Office
37 Knox Trail, Acton, MA 01720
(978) 287-1092
lara@rhsousing.org

Project description

Concord Millrun is a new compact neighborhood in West Concord that celebrates sustainable, communal living. The 14 residences are situated near the natural beauty of the Assabet River, and the winding footpaths, inviting porches, and beautiful central green create a sense of cohesion, safety, and community.

The restricted condominiums are 16 Millrun (unit 6B 80% AMI) and 18 Millrun (unit 7A, 150% AMI). They are both 1 bedroom 1.5 bath sized units, with porch and patio. 16 Millrun is 779 square feet, on a single level with kitchen, dining area, and bedroom; 18 Millrun is 1101 square feet, with the kitchen, dining area, bedroom, and baths on the first floor, and an unfinished loft area upstairs.

Each unit will have assigned space for one car parking on the lower mid-level.

The units are connected to town water, and town sewer. These are metered separately, and the homeowner pays the town directly and not part of the condo fee.

The units feature LVT flooring throughout. There is electric heat and central air conditioning. These are highly efficient and energy efficient units, featuring Air sourced, hybrid, electric heat pumps with exhaust and fresh air provided by an energy recovery ventilation system.

The kitchen features refrigerator, stove, microwave, washer and dryer as well as an island with seating areas.

The monthly Condominium fee (\$206 for 16 Millrun and \$342 for 18 Millrun) represents a proportional share of the total condominium expenses covering landscaping and snow removal, taxes, insurance and contribution to reserve. The

Millrun, Concord, MA - Housing Application

homeowner will also pay monthly real estate taxes using Concord's 2022 tax rate of \$14.72 or \$286 per month (16 Millrun) and \$586 per month (18 Millrun).

The low income 80% AMI unit will be offered under the Local Initiative Program (LIP), administered by Department of Housing and Community Development (DHCD), as a Local Action Unit (LAU). The moderate income 150% AMI unit will be offered and monitored by the Town of Concord. Sale prices of both units are set so that a household earning 10% less than the eligibility area median income would not expend more than 30% of income for housing. The units will be available to income eligible first-time homebuyers, with some exceptions permitted under the program, as noted in this application.

Lottery Description:

1. The application for this housing opportunity will be generally available, including on-line, in hardcopy at the Regional Housing Services Office and Concord town office, and sent to anyone interested in the lottery. Notice of the lottery will be advertised, and communicated widely through local, regional and state channels.
2. Applications are to be submitted with all required information by the deadline. Applications can be mailed or dropped off at the address above. Applications that are dropped off should be placed in the big black metal mailbox outside the RHSD office building. Applications may also be emailed, but accompanying documentation must be compiled such that the total submission email/s has no more than 5 attachments, with the applicant consolidating the information. Applicants are encouraged to complete the checklist as an aide to the process.
3. The applicant's household size will be determined from the application, and the required number of bedrooms as indicated on the application. Priority shall be given to households requiring at least the number of bedrooms in each unit. Smaller households are encouraged to apply.
4. The maximum gross household income will be verified and compared to the HUD 2022 published income limits.
80% AMI Unit: 1 person- \$78,300, 2 person- \$89,500, 3 person- \$100,700, 4 person- \$111,850
150% AMI Unit: 1 person- \$147,210, 2 person- \$168,240, 3 person- \$189,270, 4 person- \$210,300
5. Assets:
80% AMI UNIT: Household assets shall not exceed \$75,000 in value for the affordable unit. Assets include, but are not limited to all cash, cash in savings accounts, checking accounts, certificates of deposit, bonds, stocks, cash value of retirement accounts, value of real estate holdings and other capital investments. The value of necessary personal property (furniture, vehicles) is excluded from asset values. Assets that are included conform to the guidance from DHCD, and include retirement and pension funds amounts that can be withdrawn less penalties or transaction costs.
150% AMI UNIT: Household assets shall not exceed \$140,625 for the 150% AMI Unit, excluding retirement assets, and the down payment up to 5% of the purchase price. Senior households (one person over the age of 55), have an asset limit of \$340,625. Assets include, but are not limited to all cash, cash in savings accounts, checking accounts, certificates of deposit, bonds, stocks, value of real estate holdings and other capital investments. Retirement assets, and the value of necessary personal property (furniture, vehicles) is excluded from asset values.
6. Eligible applicants for the 80% unit must be a First-time Homebuyer. This is further defined as a household that has not owned a home within three years, including in trust, preceding the application, with the exception of displaced homemaker, single parents and senior households (at least one household member is 55 or over). Any previously or currently owned home must be sold prior to purchase of the affordable unit.
A displaced homemaker is an individual who is an adult, who has owned a home only with a spouse, who is legally separated from a spouse, and who does not currently own the home previously owned with a spouse.
Single parents are individuals who owned a home with his or her partner or resided in a home owned by the partner and is a single parent (is unmarried or legally separated from a spouse and either has 1 or more children of whom the individual has custody or joint custody, or is pregnant);
Additional exceptions are made for households that owned a principal residence not permanently affixed to a permanent foundation, and households that owned a property that was not in compliance with State, local or model building codes.
Eligible applicants cannot own residential property, whether for primary, secondary or investment purposes.

Millrun, Concord, MA - Housing Application

The Moderate 150% AMI unit does not have First-Time Homebuyer requirements.

7. Persons must submit all the necessary information by the application deadline. Late applications (applications mailed and/or received after the above date) and applications that are incomplete will not be accepted. No faxed or emailed applications will be accepted.
8. All applicants will be screened for eligibility. Applicants who have been deemed ineligible will be notified in writing of the decision and given time to contact the lottery agent in writing to disagree with the determination.
9. Once the Lottery Agent has verified the information contained in the application and confirmed eligibility, a lottery number or numbers and lottery form will be issued, and the applicant will move forward to the lottery.
10. A final lottery eligibility letter will be mailed to each applicant indicating their final eligibility determination and the lottery specifics (date/time).
11. The lottery numbers will be pulled randomly in a public setting. Lottery numbers will be assigned a number in the sequence in which they are drawn and recorded in the order of selection on the Lottery Drawing Lists. The list of numbers drawn will be posted and letters will be mailed within three business days to the winners.
12. Once the tickets have been randomly drawn and listed in the drawn order, the units are then ranked based on bedroom size. The top ranked household needing at least the number of bedrooms in the unit will be offered the opportunity to purchase the unit. The household size preference shall be given to households based on the following criteria.
 - There is at least one occupant per bedroom.
 - A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom.
 - Other household members may share but shall not be required to share a bedroom.
13. The lottery agent shall maintain all Lottery Drawing Lists. In the event that any of the applicants withdraw for any reason, or do not comply with the guidelines, the next qualified applicants in the lottery pool ranked by bedroom size need, will be offered the unit.
14. As the Monitoring Agent, DHCD will then review the buyer's income, assets and other criteria before the buyer can proceed to purchase the unit. Approved applicants will be given 5 days to agree to purchase the unit before the next person can be offered the opportunity.
15. Upon the satisfaction of the qualification requirements of both the Lottery and Monitoring Agent, the qualified buyer is then able to move forward and execute the Purchase and Sale with the seller. The qualified buyer will be given reasonable time to sign a Purchase and Sale, 3 weeks.
16. All potential buyers are encouraged to attend a First Time Homebuyer Class prior to closing. Organizations offering these classes can be found at www.chapa.org.
17. The State programs and bank products have specific closing and financing requirements. Current mortgage requirements include:
 - The loan must have a fair and fixed interest rate through the full term of the mortgage.
 - Family mortgages are not approved for this project.
 - The loan can have no more than 2 points.
 - The buyer must provide a down payment of at least 3%; half must come from the buyer's own funds.
 - Non-household members shall not be permitted as co-signers of the mortgage.
 - The buyer may not pay more than 38% of their monthly income for monthly housing costs.
 - Loans from non-institutional lenders will not be accepted.
18. The Fair Housing Act prohibits discrimination in housing because of Race or color, National origin, Religion, Sex, Familial status. An applicant who believes that they have been discriminated against in the buyer selection and sales process may contact: the Massachusetts Commission Against Discrimination; and/or the United States Department of Housing and Urban Development.

Millrun, Concord, MA - Housing Application

19. Disabled persons are entitled to request reasonable accommodation of rules, policies, or services, or reasonable modification of housing.
20. Resale process: The Monitoring Agents (DHCD and Town of Concord) have up to 90 days after you give notice of your intention to sell the home to close on a sale to an Eligible Purchaser, or to close on a sale to a Monitoring Agent, or to a buyer that one of them may designate. This time period can be extended, as provided in the LIP Deed Rider, to arrange for details of closing, to locate a subsequent purchaser if the first selected purchaser is unable to obtain financing, or for lack of cooperation on your part. If you attempt to sell or transfer the home without complying with the LIP Deed Rider requirements, the Monitoring Agents may, among their other rights, void any contract for such sale or the sale itself.

Millrun, Concord, MA - Housing Application

AFFORDABLE HOUSING APPLICATION

Applicant Legal Name _____ Phone Number _____

Address _____ City _____ State/Zip _____

Email (please write legibly*) _____

Applicant Legal Name _____ Phone Number _____

Address _____ City _____ State/Zip _____

Email (please write legibly*) _____

***Note: Email will be main method of communication. Please provide an email address and remember to write clearly.**

I learned of this Housing Opportunity from (check all that applies):

Website: _____ Letter: _____ Advertisement: _____ Other: _____

THIS APPLICATION IS NOT COMPLETE IF NOT SUBMITTED WITH:

- _____ Completed application signed by all individuals over the age of 18.
- _____ Copy of 2019, 2020 and 2021 Federal tax returns, as filed, with W-2's and schedules for 2021 tax return, for every current or future person living in the household over the age of 18. State returns are not required.
 - **If you do not have copies of your Federal tax returns, you must complete form 4506-T & submit to the IRS for transcripts of your tax return or verification of non-filing. Obtain a copy of the form at irs.gov.**
- _____ Copy of five most recent consecutive pay stubs.
- _____ Current statements and documents that indicate the payment amounts from all other sources of income of all members listed on the application, i.e. family support, alimony, child support, Social Security benefits, pensions, unemployment compensation, workman's compensation, disability and any other form of income. Equivalent of IRS form Schedule C (current within 6 months) for self-employment income.
- _____ Current statements (last 3 consecutive months) of all assets, including international assets, showing current value including all bank accounts, investment accounts, cash life insurance policies, retirement accounts:
 - **On financial institution letterhead, Include all pages**
 - **Please explain any non-payroll deposits over \$500 by notation on the statement.**
- _____ Mortgage pre-approval and proof of adequate assets to cover down payment and closing costs. These units are not eligible for FHA or family loans, and applicants cannot spend more than 38% of their monthly income for monthly housing costs.
- _____ Documentation regarding current interest in real estate, if applicable.
- _____ No Income Statement, signed and notarized, for any household member over 18 with no source of income, if applicable, containing the language "Under penalties of Perjury."
- _____ No Child Support Statement, signed and notarized, if applicable, containing the language "Under penalties of Perjury."
- _____ Gift Letter, signed by donor, if applicable, indicating that there is no expected repayment of the gift.

Millrun, Concord, MA - Housing Application

Household Information - List all members of your household including yourself. Number of Bedrooms Needed: _____

	Names of all Persons to Reside in Dwelling (First Name, Middle Initial, Last Name)	Relation to Head	Age	Date of Birth	Social Security Number
1					
2					
3					
4					
5					
6					

Property - Do you own or have an interest in any real estate, land and/or mobile home? Yes () No ()

Address: _____ Current Value: _____

If Yes: Current assessment is \$ _____ [provide statement from Town]

Outstanding mortgage is \$ _____ [provide statement from Lender]

Have you sold real estate or other property in the past three years? Yes () No () If yes, attach settlement statement

When: _____ Address: _____

Sales Price: _____, [Provide sales settlement form]

Purchase Price plan: **Purchase price is \$220,600 or \$456,700**

- Amount and source of Down Payment: _____
- Amount and source of Gift: _____
- Amount of Mortgage: _____
- Available funds for Closing Costs: _____

Millrun, Concord, MA - Housing Application

Income - List all income of all members over the age of 18 listed on application to reside in the unit, such as wages, child support, Social Security benefits, all types of pensions, employment, Unemployment Compensation, Workman's Compensation, alimony, disability or death benefits and any other form of income; including rental income from property. Adults with no income are required to submit a notarized statement. If additional space is needed, please attach another sheet.

Please include a copy of last consecutive three months of pay stubs, for all salaried employed household members over 18.

#	Source of Income	Address/Phone# of Source	Amount per Year
1			
2			
3			
4			
5			
TOTAL			

Assets - List all checking, savings accounts, CD's, stocks, bonds, retirement accounts, savings bonds, any gifts expected and any other investments below. If additional space is needed, please attach another sheet. Household assets do not include necessary personal property.

Please include copies of last consecutive three months statements of all assets showing current value including all bank accounts, investment accounts, retirement accounts, on organization letterhead with all pages

#	Type of Asset	Bank/Credit Union Name	Account No	Value, Balance
1	Checking account			
2	Savings account			
3	Retirement account			
4	Other: _____			
5	Other: _____			
6	Other: _____			
7	Other: _____			
TOTAL				

APPLICANT(S) CERTIFICATION

I/We certify that our household size is _____ persons, as documented herein.

I/We certify that our total household income equals \$ _____, as documented herein.

I/We certify that our household has assets totaling \$ _____, as documented herein.

I/We certify that the information in this application and in support of this application is true and correct to the best of my/our knowledge and belief under full penalty of perjury. I/We understand that false or incomplete information may result in disqualification from further consideration.

I/We certify that I am/we are not related to any party of this project.

I/we understand that it is my/our obligation to secure the necessary mortgage for the purchase of the home and all expenses, including closing costs and down payments, are my/our responsibility.

I/We understand that if I/we do not obtain a mortgage commitment and sign a purchase and sale agreement within forty-five days after the lottery, the unit will be offered to the next eligible applicant on the waiting list.

I/We understand the provisions regarding resale restrictions and agree to the restriction. You must notify the Monitoring Agent when you wish to sell. The unit cannot be refinanced without prior approval of DHCD or the Monitoring Agent, no capital improvements can be made without the Monitoring Agent pre-approval; the unit must be owner's primary residence; the resale price is calculated according to the deed rider; and an increase in equity is very minimal to ensure affordability over time; the deed rider remains in effect in perpetuity. All prospective buyers are advised to review the deed rider with their own attorney to fully understand its provisions.

I/We have been advised that a copy of the Local Initiative Program Deed Rider is available from the RHSO, and on the DHCD website: <http://www.mass.gov/hed/docs/dhcd/hd/lip/lipdeedrider.pdf>.

I/We understand that if I/we are selected to purchase a home, I/we must continue to meet all eligibility requirements of the Lottery/Resale Agent and any participating lender(s) until the completion of such purchase. I/We understand that I/we must be qualified and eligible under any and all applicable laws, regulations, guidelines, and any other rules and requirements. I/We understand that the Lottery/Resale Agent makes no representation on the availability or condition of the unit.

Your signature(s) below gives consent to the Lottery/Resale Agent or its designee to verify information provided in this application. The applicant agrees to provide additional information on request to verify the accuracy of all statements in this application. No application will be considered complete unless signed and dated by the Applicant/Co-Applicant.

Applicant Signature

Date

Co-Applicant Signature

Date

THIS IS APPLICATION IS ONLY FOR THESE SPECIFIC UNITS.

**Affordable and
Moderate
Homeownership
Opportunity
Concord, MA**



Concord Millrun

Two 1 Bedroom Condominium Units

Low Income 80% AMI: \$220,600, Moderate 150% AMI: \$456,700

Concord Millrun is a new compact neighborhood in West Concord that celebrates sustainable, communal living - situated near the natural beauty of the Assabet River, and the winding footpaths, inviting porches, and beautiful central green create a sense of cohesion, safety, and community.

The condominiums are 16 Millrun (80% AMI) and 18 Millrun (150% AMI), both 1 bedroom 1.5 bath sized units, with porch and patio.

Applications accepted xxxx, 2022 through xxxx, 2022 at 1 pm.

Information Session: xxxxx, 2022, 7pm

Lottery xxxxxx, 2022 11am. VIA ZOOM.

Applicant Qualifications Include

Income Limit

80% AMI Unit: 1 person- \$78,300, 2 person- \$89,500, 3 person- \$100,700, 4 person- \$111,850
150% AMI Unit: 1 person- \$147,210, 2 person- \$168,240, 3 person- \$189,270, 4 person- \$210,300

Asset Limit

80% AMI Unit: \$75,000, 150% AMI Unit: \$140,625 (excluding retirement assets)

Mortgage Pre-Approval

Lara Plaskon, *Lottery Agent*

Sudbury Housing Trust, c/o RHSO, 37 Knox Trail, Acton MA 01720

978-287-1092, lara@rhsousing.org



The Sudbury Housing Trust does not discriminate based on race, color, national origin, religion, sex, familial status, and handicap (disability). Disabled persons are entitled to request a reasonable accommodation of rules, policies, practices, or services, or to request a reasonable modification of the housing, when such accommodations or modifications are necessary to afford the disabled person equal opportunity to use and enjoy the housing.

Use and Resale restrictions apply

Concord Millrun Affordable / Price Restricted Housing

Lot/Unit 6A

16 Concord Millrun Concord MA 01742

80% AMI



Lot/Unit 7B

18 Concord Millrun Concord MA 01742

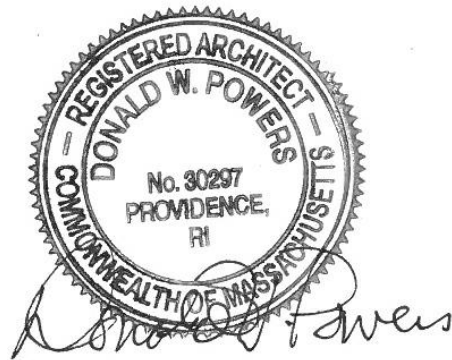
150% AMI



AREA SCHEDULE - UNIT SCHEDULE	
NAME	AREA (SF)
UNIT 6A	
UNIT 6A - 1 FIRST FLOOR	812 SF
UNIT 6A - 2 SECOND FLOOR	289 SF
	1,101 SF
UNIT 6B	
UNIT 6B - 1 WALK-OUT	779 SF
	779 SF



SITE MAP



NOTE: AREA IS CALCULATED AS NET AREA TO INSIDE OF STUD OR STRUCTURAL FOUNDATION WALL



SCALE : 1/8" = 1'-0"

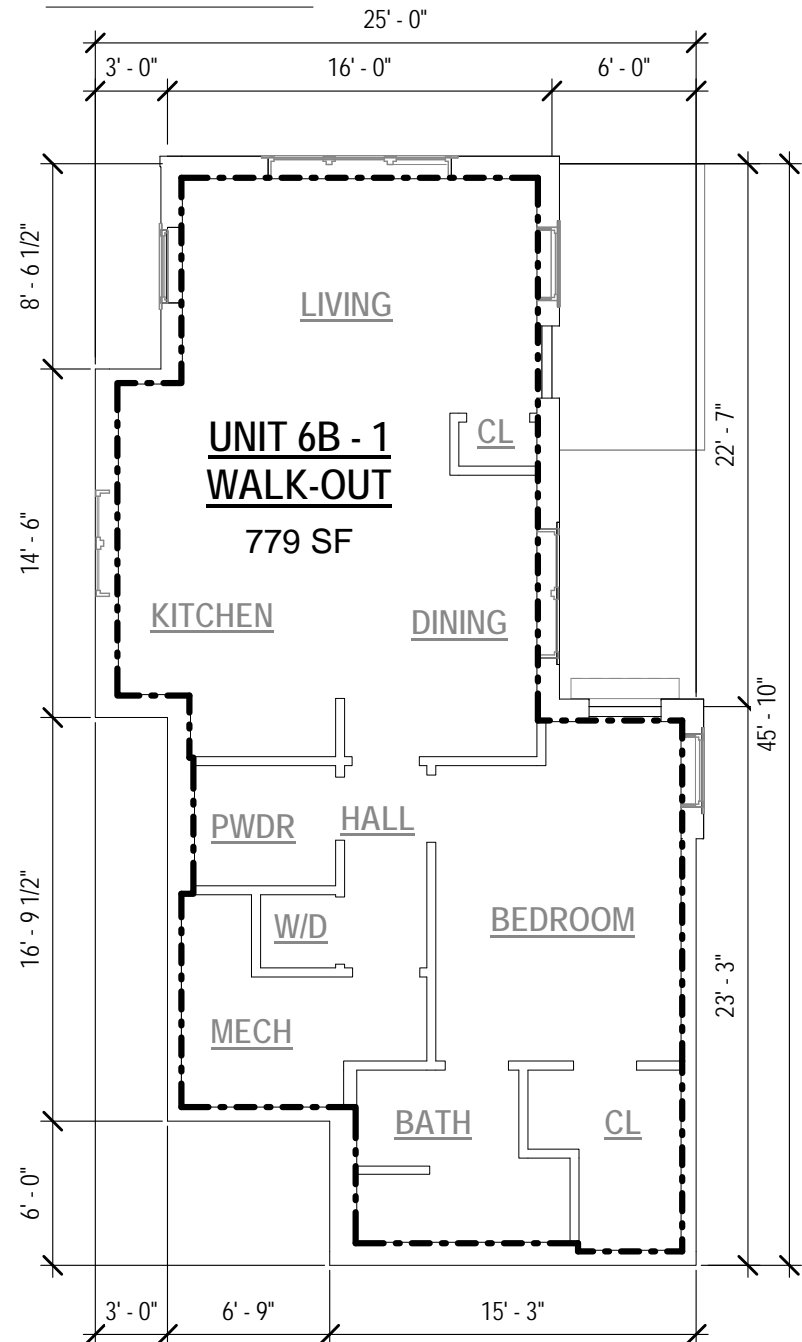
CERTIFICATION

I hereby certify that this floor plan fully and accurately depicts the layout, location, unit numbers and dimensions of the units of NOW Communities Condominium, Concord, Massachusetts, as built.

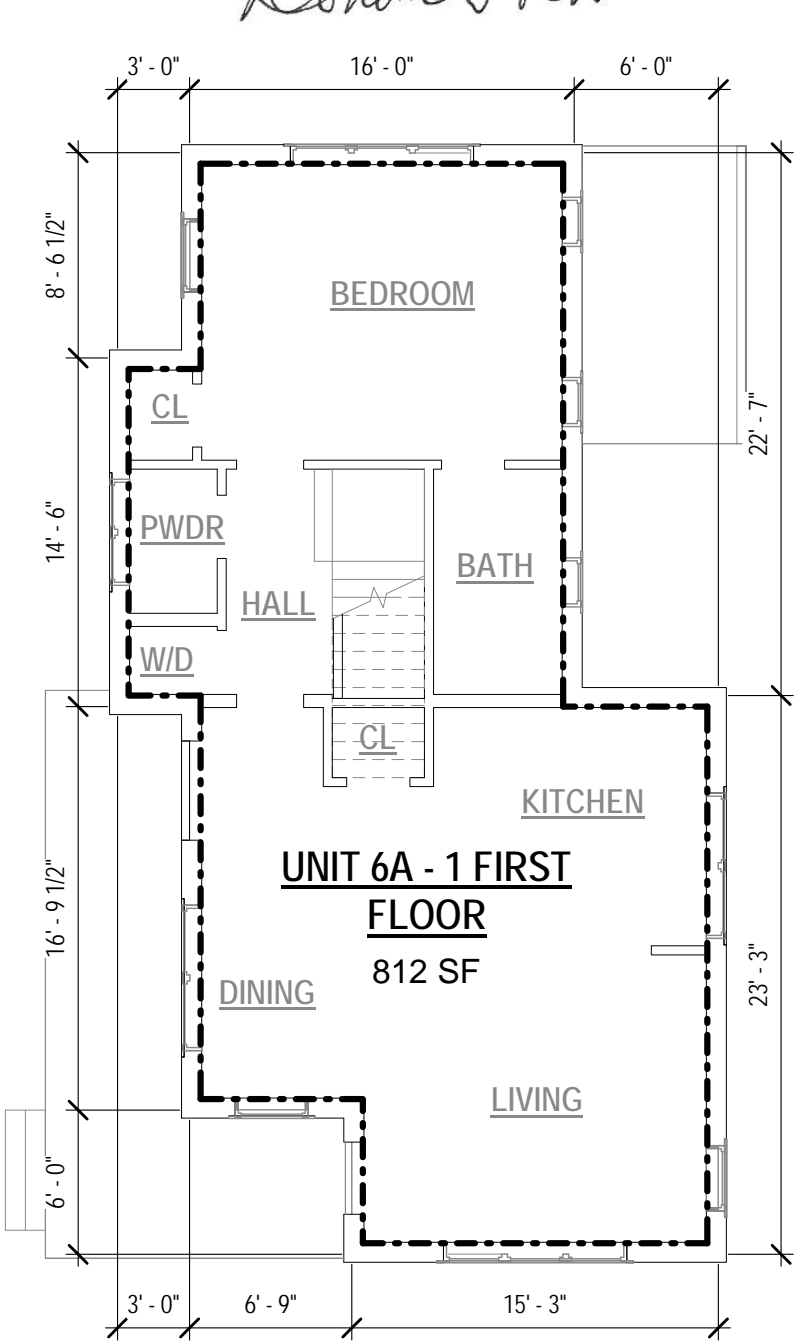
I hereby certify that this plan was prepared in conformity with the rules and regulations of the registers of deeds of the Commonwealth of Massachusetts.

Registered Architect

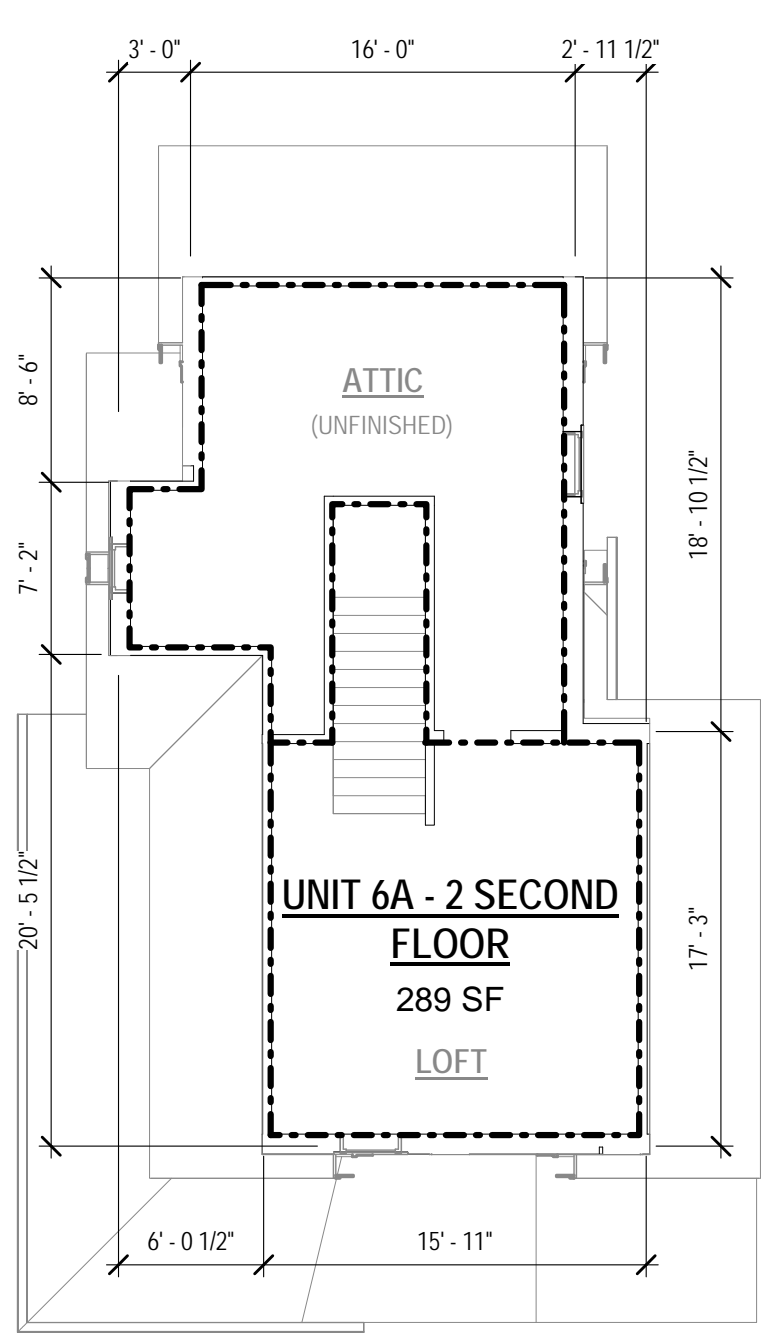
RESERVED FOR REGISTRY USE ONLY.



1 BASEMENT - UNIT AREA PLAN
1 of 2 SCALE: 1/8" = 1'-0"



2 FIRST FLOOR - UNIT AREA PLAN
1 of 2 SCALE: 1/8" = 1'-0"

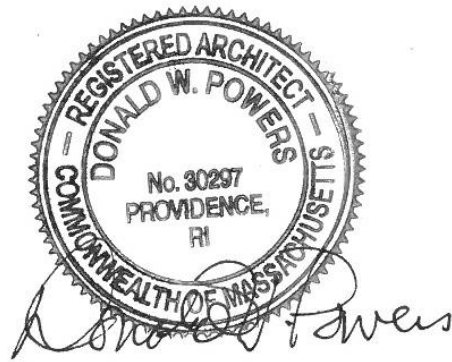


3 SECOND FLOOR - UNIT AREA PLAN
1 of 2 SCALE: 1/8" = 1'-0"

AREA SCHEDULE - UNIT SCHEDULE	
NAME	AREA (SF)
UNIT 7A	
UNIT 7A - 1 FIRST FLOOR	812 SF
UNIT 7A - 2 SECOND FLOOR	289 SF
	1,101 SF
UNIT 7B	
UNIT 7B - 1 WALK-OUT	786 SF
	786 SF



SITE MAP



NOTE: AREA IS CALCULATED AS NET AREA TO INSIDE OF STUD OR STRUCTURAL FOUNDATION WALL



SCALE : 1/8" = 1'-0"

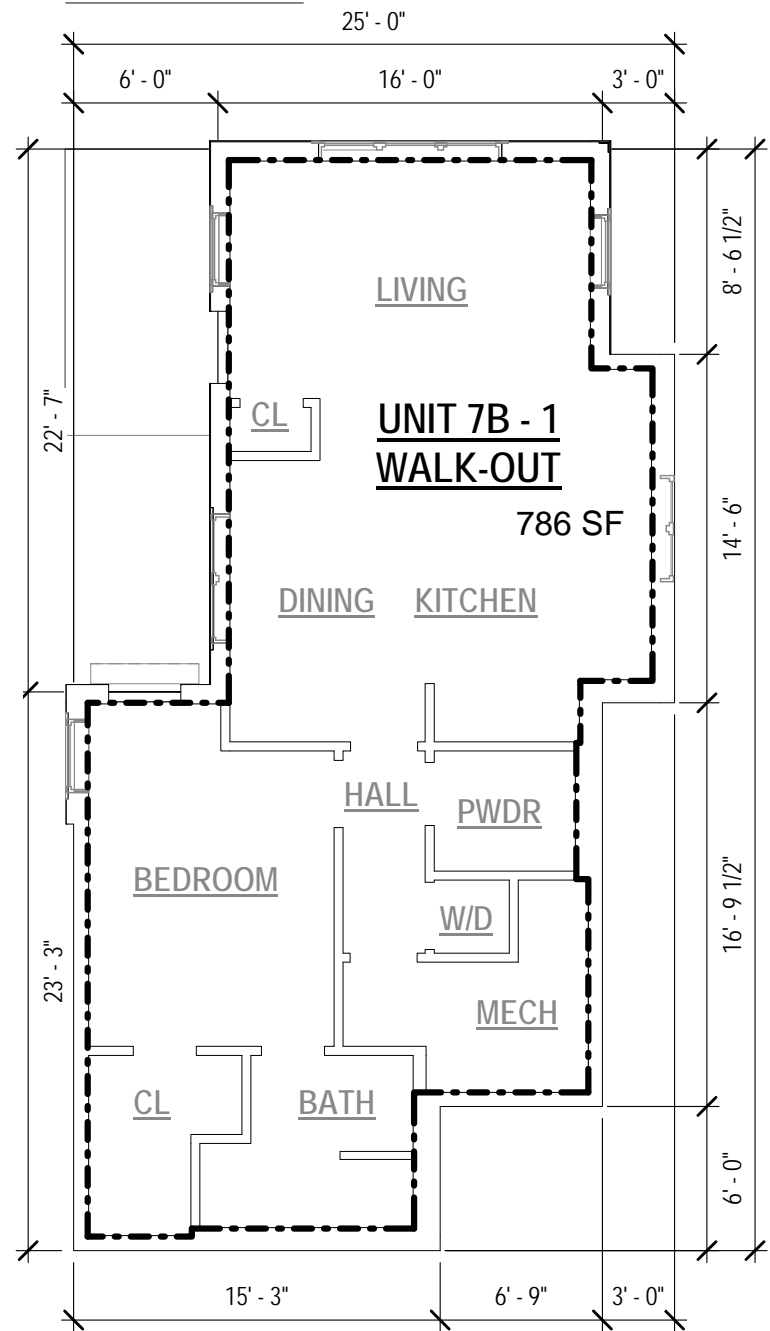
CERTIFICATION

I hereby certify that this floor plan fully and accurately depicts the layout, location, unit numbers and dimensions of the units of NOW Communities Condominium, Concord, Massachusetts, as built.

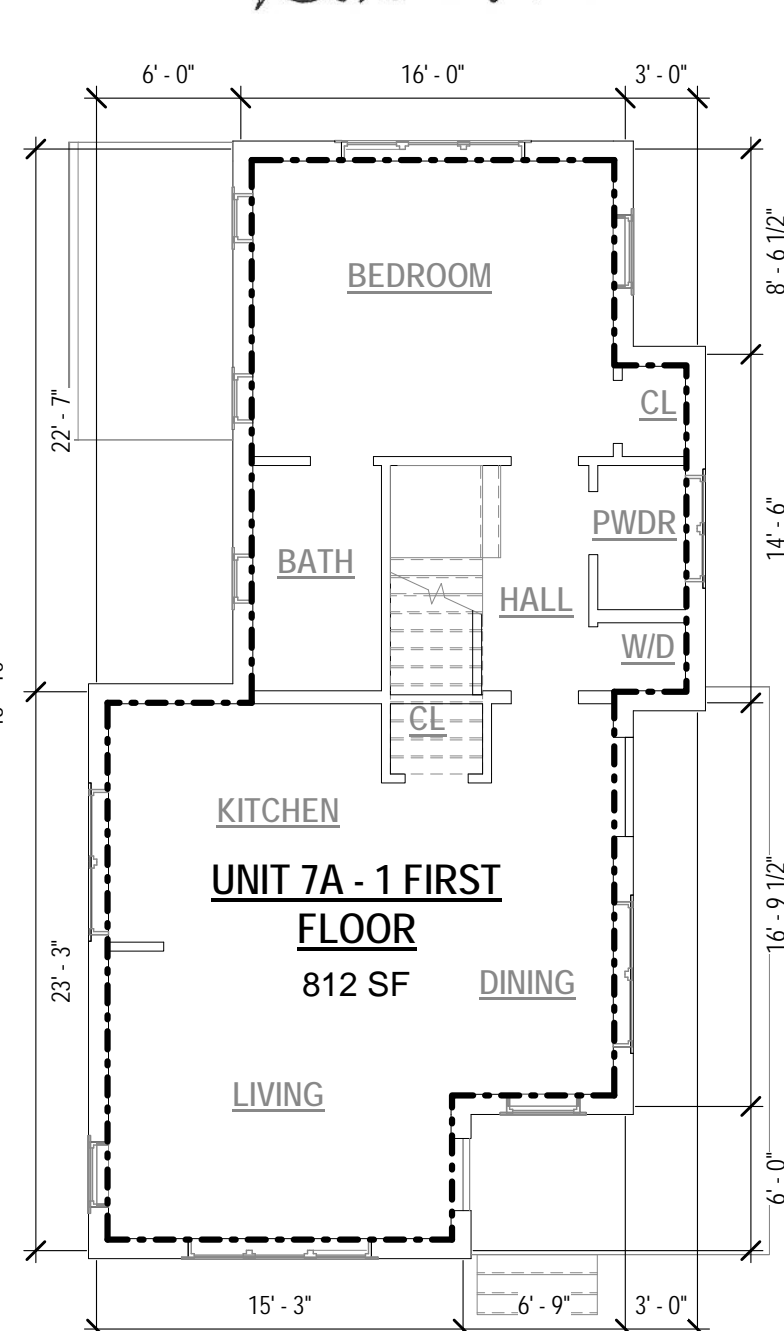
I hereby certify that this plan was prepared in conformity with the rules and regulations of the registers of deeds of the Commonwealth of Massachusetts.

Registered Architect

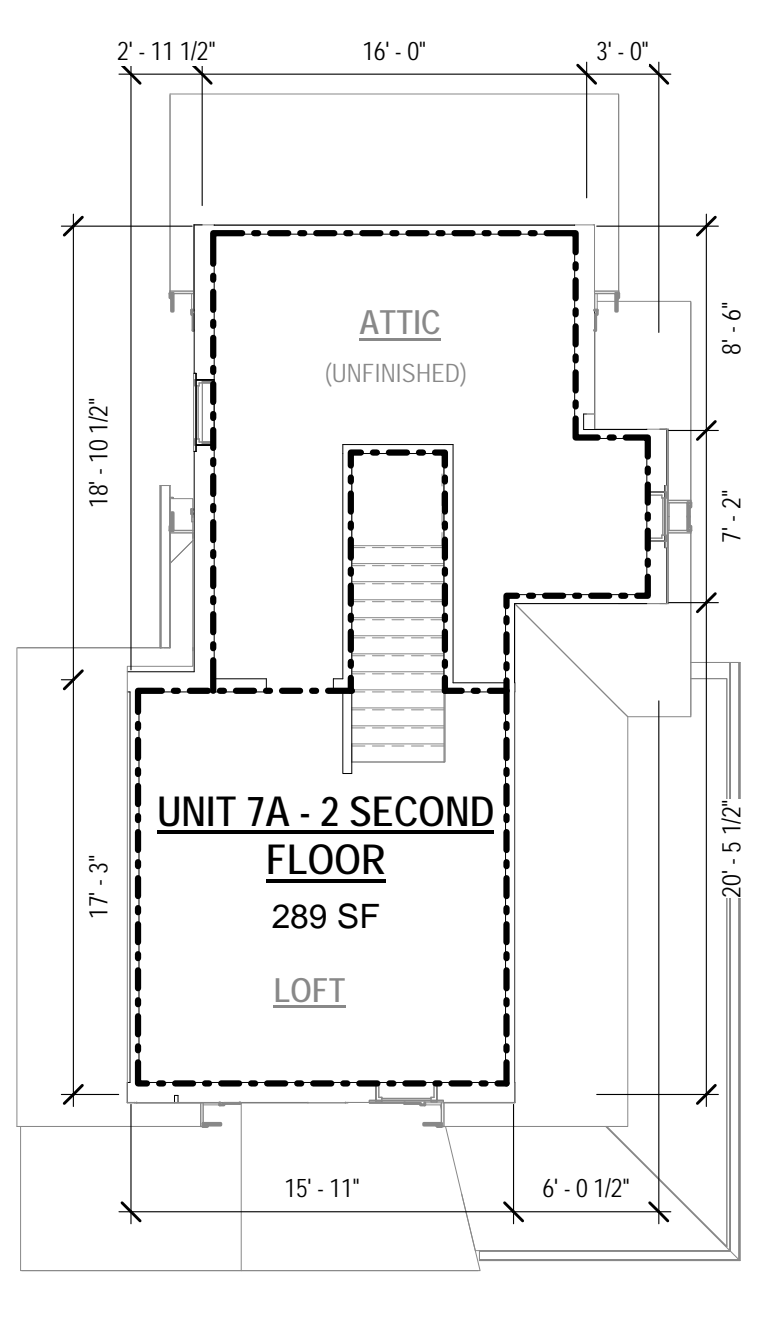
RESERVED FOR REGISTRY USE ONLY.



1 BASEMENT - UNIT AREA PLAN
2 of 2 SCALE: 1/8" = 1'-0"



2 FIRST FLOOR - UNIT AREA PLAN
2 of 2 SCALE: 1/8" = 1'-0"



3 SECOND FLOOR - UNIT AREA PLAN
2 of 2 SCALE: 1/8" = 1'-0"

Middlesex South Registry of Deeds
Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

Document Number	: 164155
Document Type	: DECIS
Recorded Date	: September 17, 2020
Recorded Time	: 09:25:01 AM
Recorded Book and Page	: 75642 / 94
Number of Pages(including cover sheet)	: 25
Receipt Number	: 2521439
Recording Fee	: \$105.00

Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

TOWN OF CONCORD
BOARD OF APPEALS

THE BOARD OF APPEALS CERTIFIES as follows:

Name and Address of Owner:

Now Communities, LLC

Dan Gainsboro

336 Baker Avenue, Suite 2-4, Box 25

Concord, MA 01742

Name and Address of Applicant:

Now Communities, LLC

Dan Gainsboro

336 Baker Avenue, Suite 2-4, Box 25

Concord, MA 01742

Property Identification:

1651, 1657, 165X Main Street

Concord, MA 01742

Parcel ID: 2684, 2686, 2687

D23955/0549, D73568/485

Deed in Book 73568
Page 485

Current Owner: Deed in Book 75478 Page 577


This application filed on March 2, 2020 and all subsequent proceedings comply with the requirements of General Laws, Chapter 40A.

An appeal from this decision shall be made pursuant to General Laws, Chapter 40A, Section 17, and shall be filed within twenty (20) days after the date of filing such decision or notice thereof in the office of the Town Clerk.


Theo Kindermans, Clerk

On Behalf of the Zoning Board of Appeals

I, Kaari Mai Tari, Town Clerk for the Town of Concord, Massachusetts hereby certify that the attached decision has been filed in my office.



Kaari Mai Tari, Town Clerk

Date

AUG 24 2020

I, Kaari Mai Tari, Town Clerk for the Town of Concord, Massachusetts hereby certify that no notice of appeal was received during the twenty days next after receipt and recording of the notice from the Zoning Board of Appeals of the approval of the Special Permit, or, if an appeal was taken, that a final decree has been entered by the court sustaining the approval of the Special Permit or the appeal taken has been dismissed by the court.

Date of final decree/dismissal: _____



Kaari Mai Tari, Town Clerk

Date

SEP 15 2020

TOWN OF CONCORD
ZONING BOARD OF APPEALS
TOWN HOUSE

Please take notice that in the matter of the APPLICATION OF NOW COMMUNITIES, LLC for a Special Permit under Sections 10 and 11.6 of the Zoning Bylaw to construct a 14-unit Planned Residential Development on property at 1651 & 1657 Main Street, Concord, Massachusetts (Parcel #2685, 2686 & 2687), the Zoning Board of Appeals has rendered a decision GRANTING said application, and the record therein has this day been filed with the Town Clerk, Town House, Concord, Massachusetts. Appeals, if any, shall be made pursuant to Section 17 of the Zoning Act, Chapter 40A of the Massachusetts General Laws, and shall be filed within 20 days after the date of this notice.



Heather C. Carey, Administrative Assistant
On behalf of the Zoning Board of Appeals

8/24/2020
DATE

**TOWN OF CONCORD
BOARD OF APPEALS**

DECISION of the Zoning Board of Appeals (the Board) on the application of NOW COMMUNITIES, LLC for a Special Permit under Sections 10 and 11.6 of the Zoning Bylaw to construct a 14-unit Planned Residential Development on property at 1651 & 1657 Main Street, Concord, Massachusetts (Parcel #2685, 2686 & 2687).

This decision is in response to an application filed on March 2, 2020 with a time extension to open the public hearing until May 15, 2020. After causing notice of the time and place of the public hearing and of the subject matter thereof to be published in *The Concord Journal* on April 30, 2020 and May 7, 2020, posted and mailed to the Applicant, abutters and other parties of interest as required by law, the public hearing was opened on May 14, 2020 and continued to June 11th, July 9th and August 13th, 2020.

After deliberation and weighing of all the evidence before it, the Board voted 3 to 0, (Akehurst-Moore, Kindermans, Smith) to **GRANT** approval of the Special Permit with conditions based on the following:

The Project Site (Site) is comprises 3 abutting lots totaling 4.66 acres. The Site runs from Main Street to the Assabet River and slopes gently in a southerly direction from the road to the River. The Site is located in the Residence C Zoning District with areas within the Wetlands and Flood Plain Conservancy District. There are two existing residential buildings on the Site, one of which is currently a converted barn structure (1657 Main St.) and the other is a single-family home (1651 Main St.). To the north, west and east are existing residential properties, including Riverwalk PRD (east) and Westvale Meadow PRD (west). To the south is the Assabet River. All of the properties are within the Residence C District. Town water, sewer, and electric, as well as gas service is available from Main Street

The Project consists of the removal of both existing structures and the construction of ten (10) new detached cottage homes and two (2) duplex buildings for a total of fourteen (14) homes. There will be six 3-bedroom detached dwellings and four 2-bedroom detached dwellings. Each duplex building will contain two 1-bedroom homes. The unit sizes range from 850 square feet to 2,310 sf. The development consists of a maximum of 30 bedrooms in total.

The Applicant states that the smaller, clustered homes, organized around a common green, emulate a small community, which is designed as a "walkable" neighborhood, exemplifying the ideals of smart growth, sustainability, and energy efficient building design. The dwelling units will have a variety of energy saving and 'green' features:

- High performance building envelopes
- Super-insulated wall and roof assemblies
- High Performance, triple glazed windows
- Ultra-high efficiency HVAC systems
- Water harvesting systems where possible
- Solar-ready roof orientations
- Extensive use of reclaimed/ recycled material
- Fully renewable energy systems
- Low or no VOC paints, sealants and adhesives
- Follow NAHB Green Home Guidelines and be Energy Star Rated

- Net zero potential homes

The Applicant is proposing that two of the units be deed restricted as affordable dwellings; one low income unit at 80% Area Medium Income (AMI), and added to the Town's Subsidized Housing Inventory (Chapter 40B 10%), and the other moderate income unit at 150% AMI.

Two (2) car barns will provide parking for 8 detached homes; two units will have an attached garage, and the two 1-bedroom flats will have surface parking spaces. Additionally, both car barns will be equipped with necessary utility backbone for Type 2, electric car charging stations (charging device and cable provided by owners). Sixteen surface parking spaces will provide for additional parking. Access to Site is off Main Street, approximately opposite Old Stow Road and will be a shared drive with the Concord Riverwalk residential project to the east. The existing drive to Concord Riverwalk will be improved to form the entrance drive for both the existing homes of Concord Riverwalk and the proposed Project. The drive for both residential developments is configured as a single entry so all parking and vehicular traffic will be central to the site. The Site will also share a trash and recycling location with their easterly abutters at Riverwalk. The project will provide a variety of shared common elements for their residents including: a community house for social activities, functions and guest stays; community gardens, and; nature trails.

The Applicant is proposing to connect to Town water to serve all of the homes. A portion of the homes will connect to Town sewer for a total of 1,980 gallons per day (gpd) and the remaining portion of the homes will connect to an on-site sewage disposal system for a total of 1,320 gpd. As part of the project, the Applicant is proposing to loop the proposed project and Concord Riverwalk water services.

The project is designed to maintain the natural surroundings and control runoff and stormwater with Low Impact Development (LID) design strategies. The stormwater management system includes roof drywells for roof runoff, stone treatment trenches, sediment forebays, and infiltration basins.

Wetlands on-site have been delineated by a qualified Wetlands Scientist and the site has already received an Order of Resource Area Delineation. No construction activity is proposed within jurisdictional wetland or floodplain resource areas.

The Project is based on the premise of a walkable, easily accessible neighborhood where the primary owners typically own only one vehicle and tend toward the use of alternative transportation. The Applicant estimates a net gain of no more than 99.4 vehicle trips per day (based on conventional, single-family homes (10 homes) and townhomes (4 homes). A sight distance analysis was performed which shows the westbound travel direction stopping sight distance is 362 feet; eastbound stopping sight distance is 326 feet at the proposed driveway. The Applicant's engineer believes these distances are adequate for design speeds of 45 miles per hour and 42 miles per hour respectively based on AASHTO standards. The speed limit posted for the westbound direction is 25 miles per hour and it is 30 miles per hour in the eastbound direction.

In reaching its decision, the Board reviewed the application, a written recommendation from the Planning Board dated June 24, 2020, supporting material, and plans, and made the following analysis and findings pursuant to ZBL Section 10 and Section 11.6 in agreement with the Planning Board:

Section 10.2 Standards

10.2.1 Minimum Tract Size: *Planned Residential Developments shall be permitted upon a single tract, in one ownership with definite boundaries ascertainable from a recorded deed or recorded plan, which has an area of not less than four (4) times the minimum lot area of the zoning district within which it is situated (Residence C: Ten thousand (10,000) square feet).*

The Site is 205,685± square feet and meets the requirements of the Residence C Zoning District.

10.2.2 Maximum Permissible Density: *Maximum permissible density within a PRD tract shall not exceed two times the total number of dwelling units obtained through application of subsection 10.2.2.1 (basic density) in all residential districts and in the Business district. In no case shall that portion of a PRD which lies outside the Flood Plain and Wetlands Conservancy districts contain less than five thousand (5,000) square feet of upland area for each dwelling unit.*

Two times the basic density is $2 \times 12 = 24$ units maximum. The Applicant is proposing 14 units.

10.2.2.1 Basic density: *The basic density of the PRD shall not exceed the number of units obtained by applying the following calculation:*

The number of dwelling units obtained by dividing the sum of (1) the area of the tract exclusive of land situated within the Flood Plain or Wetlands Conservancy districts, and (2) twenty-five percent (25%) of the area of land situated within the Flood Plain or Wetlands Conservancy districts by the minimum lot size permitted in the zoning district(s) within which the tract is located.

Zone C: Total Tract: 205,685± square feet

Wetlands and Flood Plain Conservancy District: 119,690± square feet

$$\frac{(205,685 - 119,690) + [(.25)(119,690)]}{10,000} = 11.59 = 12 \text{ Units (rounds down per 10.2.2.2)}$$

10.2.3 Diversity of Dwelling Units: *A mix of diverse housing opportunities shall be provided in all Planned Residential Developments. Such diversity shall consist of the following mix:*

- (a) *the number of bedrooms available;*
- (b) *the price or rental rates of the units; and*
- (c) *two of the three styles of units: single-family, two-family or multi-family.*

If all the units proposed in the Planned Residential Development are market-rate units, then only the basic density shall be permitted. Increases beyond the basic density within the Planned Residential Development may be authorized by the Board only if at least ten percent (10%) of the units are made available as described in subsection 10.2.3.1 and 10.2.3.2. If only one unit is required, it shall be made available as described in subsection 10.2.3.1, and if two or more units are required, then at least 50% of the affordable units shall be made available as described in subsection 10.2.3.1. Any increases in density permitted by the Board shall not exceed the limits contained in subsection 10.2.2 and shall be based upon the degree to which the proposed PRD provides a range of low income and affordable dwelling units, in addition to the mix of diverse housing opportunities.

The Project consists of the removal of both existing structures and the construction of ten (10) new detached cottage homes and two (2) duplex buildings for a total of fourteen (14) homes. There will be six 3-bedroom detached dwellings and four 2-bedroom detached dwellings. Each duplex building will contain two 1-bedroom units. The unit sizes range from 850 square feet to 2,310 sf. The development consists of a maximum of 30 bedrooms in total.

The Applicant is proposing a total of 14 units; two units more than the Basic Density of 12 units. As required under subsection 10.2.3.1, the Applicant is proposing one unit be deed restricted at 80% AMI. The second unit is to be deed restricted pursuant to subsection 10.2.3.2(b) at 150% AMI.

The Applicant states that the anticipated sale price is \$500,000 to \$800,000 or more for the twelve market rate units. The most recent sale of a Riverwalk unit in 2019 was \$800,000.

10.2.3.1 Low income dwelling units: Those units made available to the Concord Housing Authority, or other entity as the Board may direct, either for purchase within the cost limits allowed by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD), or for lease under federal or state rental-assistance programs, or through a long-term contractual agreement; which can be counted toward the DHCD's Subsidized Housing Inventory.

The Applicant proposes to make one (1) dwelling unit available to the Concord Housing Authority, or other entity as the Town may direct.

10.2.3.3 Unit size: A variety of units shall be provided within the PRD, which may include dwelling units of one, two, three or more bedrooms; with a minimum gross floor area of not less than four-hundred (400) square feet.

The cottages will contain two (2) and three (3) bedrooms. Each duplex building will contain two 1-bedroom homes. The unit sizes range from 850 square feet to 2,310 sf. There will be six 3-bedroom homes, four 2-bedroom homes and four 1-bedroom homes in the duplexes with the development consisting of a maximum of 30 bedrooms in total.

Unit Number	Dwelling Style	# of Bedrooms	Total Gross Square Footage
#1, #3, #4, & 8 to 12 (8 units)	Cottage Type A	2 or 3	2,160 to 2,310 s.f. (includes attached garage or finished basement)
#2 & 5 (2 units)	Cottage Type B	2	2,085 s.f.
#6A & 7A (2 units)	Flat Type A	1	967 s.f.
#6B & 7B (2 units)	Flat Type B	1	850 s.f.

10.2.3.4 Exterior design: The exterior of low income and affordable dwelling units shall be designed to be indistinguishable from the market-rate units; however it is recognized that these units may be smaller and have fewer features than market-rate units. Any low income units and affordable units proposed shall be integrated into the PRD development.

The Applicant states that one affordable unit will be in Flat Type A and the other in Flat Type B and have been designed to be indistinguishable from the similar market rate units.

10.2.3.5 Long-term availability: The Board, as a condition of a special permit, shall impose appropriate limitations and safeguards to insure the continued availability of the below market-rate units for a minimum of forty (40) years. Such limitations and safeguards may be in the form of deed restrictions, resale monitoring, requirements for income verification of purchasers and/or tenants, rent level controls or other method as the Board may direct.

The affordable units will be required to be in perpetuity and the low income unit will be counted towards the Town's Subsidized Housing Inventory.

10.2.4.1 Permitted Uses: Single family detached and semi-detached dwellings, two-family dwellings, and multi-unit dwellings of all types without regard to dwelling unit configuration or form of ownership; however, no multi-unit dwelling shall contain more than eight (8) dwellings units. No more than eighty percent (80%) of the dwelling units within the PRD shall be in buildings of the same type.

For the 14 total units, there are four styles of homes proposed- Cottage A, Cottage B, Flat A, and Flat B. The most prevalent proposed is Cottage A, at 8 of the 14 units. The eight (8) Cottage A style dwellings will be below the 80% (57.1 %) maximum allowable for buildings of the same type within a PRD.

10.2.5 Lot Area, Frontage and Yard Requirements: There shall be no minimum lot area, frontage or yard requirements within a PRD. However, no building shall be erected within twenty (20) feet of a public way or boundary line of the PRD in the Residence C and B districts, and within thirty (30) feet in the Residence A and AA districts.

The proposed project meets the 20-foot setback requirements for the Residence C Zoning District.

10.2.6 Access to the Tract: Access to the tract shall be provided from an existing public or private way and shall be through the existing frontage on such public or private way.

Access to the Site is proposed through the existing private way from the adjacent Concord Riverwalk development, which will be modified to the west slightly to better accommodate both developments and emergency vehicle turning.

10.2.7 Height: The maximum permitted height of any structure within a PRD shall be 35 ft.

The Applicant has provided a height analysis for the proposed units that show all of the units will meet the 35-foot height requirement. The Building Commissioner has recommended that a condition be incorporated requiring certification of the height prior to sign-off on the framing for each unit.

10.2.8 Area of Residential Development: The area developed for residential use, including buildings, parking and other areas paved for vehicular use, shall not exceed fifty (50) percent of the total area of the PRD tract. Foot and bicycle paths and recreational facilities, including buildings wholly devoted to recreation, shall not be counted in calculating the fifty-percent limitation.

The Applicant states that the area developed for residential use which consists of the dwellings, access driveway, sidewalk, individual driveways, walks and patios is approximately 60,145 square feet.

$$(60,145 \text{ s.f.} / 205,685 \text{ s.f.}) \times 100 = 29.2\%$$

10.2.9 Common Open Space: All land within the PRD tract which is not covered by buildings, roads, driveways, parking areas or service areas, or which is not set aside as yards, patios, gardens, or similar areas for exclusive or shared use by the residents, shall be common open space. The area of the common open space shall equal at least twenty-five (25) percent of the total area of the PRD tract. At least 50% of the area of common open space shall be upland (land that is not within the Flood Plain Conservancy District or freshwater wetlands as defined under the Wetlands Protection Act and the Town's Wetlands Bylaw).

Open Space must equal at least twenty five percent (25%) of Total PRD Area with at least 50% of the area is upland:

$$(205,685 \text{ s.f.} \times 0.25) = 51,421 \text{ s.f.}$$

$$(51,421 \text{ s.f.} \times .50) = 25,711 \text{ s.f.}$$

The Applicant has stated the 145,540 s.f. of Total Common Open Space with 25,850 s.f. of upland area.

10.2.9.1 The common open space shall have a shape, dimension, character and location suitable to assure its use for park, recreation, conservation, or agricultural purposes by at least all the residents of the Planned Residential Development. In determining whether the intent of this section has been satisfied, the Board shall consider the extent to which land having one or more of the following characteristics is included in the proposed open space:

- (a) *Land abutting the Concord, Assabet or Sudbury Rivers, their tributaries, Elm Brook, or ponds of significant public interest, which enhance or protect wetlands or flood plain, or which provide public access to the water body, or which enhance or provide significant scenic vistas or views, or which provide water- related recreational opportunities;*

The Site does abut the Assabet River and the Applicant states that public access will be provided.

- (b) *Land which currently is in agricultural use or land which is suitable in size, location and soil characteristics for agricultural use;*

The Site is not currently in agricultural use.

- (c) *Land which provides a significant wildlife habitat or which is a unique natural area;*

A significant portion of the proposed common open space land is adjacent to the Assabet River that connects to other permanently protected unique natural areas along the River. The strip of open space along the western property line includes a sediment forebay that will be planted in a manner to enhance the habitat for pollinators.

- (d) *Land which provides recharge to Concord's current or future municipal wells and highly favored aquifer areas;*

The proposed common open space is not a recharge area to Concord's current or future municipal wells and highly favored aquifer areas.

- (e) *Land which is to be developed for active recreational use including playing fields, boat launching areas, playgrounds, and neighborhood parks;*

The proposed common open space does not include any active recreational uses given its location in the floodplain and proximately to the Assabet River, which is a designated Wild and Scenic River.

- (f) *Land which preserves existing trail networks or land on which new trails will be developed as part of the PRD for integration into an existing trail network;*

The Applicant is proposing a trail across the proposed common open space at the rear of the property to the Assabet River, which has the potential to connect to a larger trail network along the River.

- (g) *Land which enhances scenic views;*

The proposed common open space is land which enhances the scenic views to the Assabet River.

- (h) *Land providing desirable public access to existing Town or State recreational or conservation land.*

The proposed common open space will provide desirable public access to existing permanently protected conservation land on both sides of the Site.

10.2.9.2 Provision shall be made so that the common open space shall be readily accessible to at least all of the owners and occupants of the units in the Planned Residential Development, and owned by:

- (a) *a membership corporation, trust or association whose members are all the owners and occupants of the units;*
 (b) *by the Town; or*
 (c) *otherwise as the Board may direct.*

The Applicant is proposing that the common open space easement will be readily accessible for the enjoyment of all unit owners and the public from dawn to dusk. The open space easement will be owned by the condominium association. The condominium documents will ensure that the unit owners and the public have readily accessible access.

10.2.9.3 In all cases, a perpetual restriction of the type described in G.L. c. 184, sec. 31 (including future amendments thereto and corresponding provisions of future laws) running to or enforceable by the Town shall be recorded in respect to such land. Such restriction shall provide that the common open space shall be retained in perpetuity for one or more of the following uses: conservation, agriculture, recreation, or park. Such restriction shall be in such form and substance as the Board shall prescribe and may contain such additional restrictions on development and use of the common open space as the Board may deem appropriate.

The Applicant is proposing a perpetual conservation restriction will be provided of the type described in G.L. c. 184, sec 31, which shall run with the land, and that the common open space easement is retained in perpetuity for conservation use and uses as shown on the plan.

10.2.10 Limitation of Subdivision: No lot shown on a plan for which a permit is granted under this section may be further subdivided, and a notation to this effect shall be shown on the plan.

A note to this effect shall be included on the Record Plan.

10.4.1.1 Development Statement - A written statement meeting the requirements of a Site Evaluation statement under the Subdivision Rules and Regulations by the Planning Board, as applicable:

a) Impact of the project upon surface and groundwater quality and level;

The Applicant states that there will be no impact upon the surface quality or groundwater quality due to the proposed PRD. The proposed drainage system includes roof drywells, sediment fore bays, and infiltration basins. The bottom of infiltration areas and Title 5 septic system meet the recommended offsets to groundwater and recommended setbacks to surface water. With due diligence during construction, the Applicant should not cause an impact to the surface or groundwater quality. In a June 3, 2020 letter, the Assistant Town Engineer notes that the Applicant has addressed most of the previous issues and concerns with the revised plans and that other minor outstanding comments can be addressed as conditions of approval.

b) Effects upon important wildlife habitats, outstanding botanical features, scenic or historic sites or buildings;

The Applicant states that the location of the dwellings will protect a significant portion of the property along the wetlands and Assabet River located on the southern part of the site. No proposed work is within any wetland or other jurisdictional wetland resource area.

The Historical Commission has reviewed both properties under the Demolition Review Bylaw in November 2019 and found both existing structures Historically Significant and Preferably Preserved and placed a one year delay on the demolition to October 7, 2020. During the public hearing the Commission did express their disappointment that neither building was being preserved and incorporated into the proposed development. The Applicant has stated that the existing converted barn, which contains some amazing wood beams and flooring, will be dismantled, and not demolished, and used in various components of the project; such as the small community building.

On June 11, 2020, the Commission reviewed a request from the Applicant to waive the remaining demolition delay period and agreed to waive the remainder of the delay period under the following conditions:

1. The applicant submits a modified Historic Structures Report on both 1651 and 1657 Main Street to include, photo documentation of the interior and exterior of the structures, floorplans, elevations, and a narrative of the building's history and significance;
2. The applicant submits language to be used on the interpretive signage on the site;
3. The applicant has made an effort to use design elements from the two structures being demolished in the new buildings on the site.

Upon receipt of the above items, Planning staff and the Chairperson of the Historical Commission will need to review and approve them prior to the official waiver of the remainder of the delay period.

The Commission also expressed concerns regarding the name of the development during their meeting. The Historical Commission feels strongly that the name of the development should reflect the history of the Damon Mills and/or Westvale. The Applicant has since proposed Millrun Lane for the roadway name, which the Fire Department does not have any issues or concerns with this name.

c) Capability of soils, vegetative cover, and proposed erosion control measures to support proposed development without erosion, silting or other instability;

The Applicant states that the on-site soils are well drained sands with percolation rates below two minutes per inch and that all proposed disturbed areas within the limit of work will receive six inches of loam and seeded to improve upon the sites capability to prevent against erosion and siltation. A Stormwater Pollution Prevention Plan has been prepared to ensure construction phase stability and permanent vegetation will provide long term stabilization. In a June 3, 2020 letter, the Assistant Town Engineer notes that the Applicant has addressed most of the previous issues and concerns with the revised plans and other minor outstanding comments can be addressed as conditions of approval.

d) Estimated increase of peak run-off caused by altered surface conditions, and methods to be used to return water to the ground;

The Applicant states that stormwater calculations submitted with the application indicate that, with the proposed drainage design, there will be no increase in peak runoff due to development. The methods used to return water to the ground include infiltration basins and roof drywells. The calculations show that recharge of groundwater meets predevelopment condition. In a June 3, 2020 letter, the Assistant Town Engineer notes that the Applicant has addressed most of the previous issues and concerns with the revised plans and other minor outstanding comments can be addressed as conditions of approval.

e) Description of proposed alterations of wetlands or flood plain areas;

The Applicant is not proposing any alterations of wetlands or floodplain areas.

f) A report estimating the traffic flow at peak periods in relation to existing traffic on the streets in and adjacent to the subdivision, and the effect of the project on the public services such as water, sewer, schools, police, fire, waste disposal, and recreational facilities;

The Applicant's engineer utilized the ITE Trip Generation standards for computing the traffic flow for the proposed project, although notes that the project is significantly smaller than the typical sample used for the ITE data. ITE sampling utilizes an average number of dwelling units of 198, while the proposed project is only 14 units of 1, 2 and 3 bedroom homes. It is estimated that weekday traffic is expected to generate no more than 119 vehicle trip ends per day, or 100 vehicle trip ends per day increase over existing conditions. Peak hour morning rate increase is 7.92 vehicles and peak hour evening is anticipated at 10.24 vehicles. There will be a modest increase in demand on public services based on twelve additional dwelling units for water, schools, police, fire, and recreational facilities. Water use increase is approximately 2,640 gallons per day based on Title 5 flows (increase of 24 bedrooms).

In a June 3, 2020 letter, the Assistant Town Engineer notes that the proposed parking along Main Street and a fire hydrant located in a proposed snow storage area will not be permitted. The Applicant has revised the plans to address this issue.

In a June 3, 2020 letter, the Assistant Fire Chief states that the Applicant will need to work closely with the Fire Department to place proper signage on Main St. and at the entrance to both developments, which conforms to the requirements of both the Town of Concord's House Numbering Bylaw and Massachusetts General Law Ch. 148, Sec. 59, as well as adequate signage within the development identifying Fire Department Access Roads (per 527 CMR 1.00: 18.2.3.5) and submission of 241 Construction Fire Safety Plan and a COVID-19 Safety Plan. He also raises concerns with the existing emergency access road between Riverwalk and the proposed project and recommends that it be extended further to be adequate for both developments. The Applicant has proposed Millrun Lane for the roadway name, which the Fire Department does not have any issues or concerns with this name.

In a June 2, 2020 letter, the Water-Sewer Engineer notes an administrative approval for the sewer connection can be given as long as the total flow increase is not more than 2,000 GPD and that anything over that will require an appeal to the Public Works Commission. Additionally, further information regarding the fire suppression system must be provided so that the Water/Sewer Division can be assured that there are no cross connection or water quality concerns. She clarified to the Town Planner that these items can be addressed with appropriate conditions of approval. However, she noted that the Applicant needs to provide revised plans to Water-Sewer Division prior to approval by the Zoning Board of Appeals showing the use of a common water service for the proposed development that is connected to the municipal water main in Main Street.

The Public Health Director has noted that the proposed sewage disposal system is likely approvable although various design issues will need to be addressed.

The CMLP Engineer does not have any significant issues or concerns with the proposed project and stated there are a few minor plans modifications that are needed, but they can be addressed through standard conditions of approval.

g) A summary tabulation of the total area being developed, the total area of all lots, the total area dedicated for streets and drainage or utilities, and the total area reserved for recreation, parks or other open land;

The Applicant has stated the following:

Buildings, drives & common area	60,145 s.f. = 29.2%
Common Open Space	145,540 s.f.= 70.8%
Total PRD Area =	205,685 s.f. = 100%

h) A projection of the direct, current Town costs and revenues associated with this development;

The Applicant states that the direct cost to the Town will be associated with the increase of twelve dwelling units within this site, but believes the project will have only a small impact on Town services and the school system because of the type and size of the units and the typical demographic for similar developments has been active singles and couples between the ages of 40 and 65. The Applicant believes that based on an anticipated sale price of \$500,000 to \$750,000 or more for the twelve new market rate homes would have an estimated total assessed valuation of approximately \$9,000,000. This project value calculates to approximately \$130,050 (at \$14.45/\$1000) of annual tax income. The most recent sale of a Riverwalk unit in 2019 was \$800,000.

i) An analysis of the sight distances at the intersections of the proposed street(s) with any other street(s);

The Applicant's engineer has performed a sight distance analysis at the existing driveway location. In the westbound travel direction stopping sight distance is 362 feet; eastbound stopping sight distance is 326 feet. These distances are adequate for design speeds of 45 miles per hour and 42 miles per hour respectively based on AASHTO standards. The speed limit posted for the westbound direction is 25 miles per hour and it is 30 miles per hour in the eastbound direction. Therefore, stopping sight distances are adequate.

The Community Safety Officer does not have any specific issues or concerns with the proposed project and believes there is sufficient sight distance at the driveway location. He recommended that the Applicant submit to the Town Planner for coordination with Town staff for review and approval a Construction Sequencing and Safety Plan for the Site and that a police detail may be required at various times. No construction vehicles will be permitted to park on Main Street.

j) Impact of the development on any historical or cultural resources located within one hundred (100) feet of the proposed development as identified in the Survey of Historical and Architectural Resources and Historic Resources Master Plan;

The proposed project will not have an impact on any historical or cultural resources as identified in the Survey of Historical and Architectural Resources and Historic Resources Master Plan located within 100 feet.

k) Impact of the development on any open space or natural resources located within one hundred (100) feet of the proposed development as identified in the Town of Concord Open Space Plan.

The proposed project will not have an impact on any open space or natural resources located within 100 feet of the project. The Applicant is proposing a perpetual conservation restriction on the common open space, which shall run with the land, and that the common open space easement be retained in perpetuity for park and conservation use and uses as shown on the plan. Additionally, the common open space connects to permanently protected land on both side of the Site. This is a benefit of the project.

10.4.1.2 Development plans - The Applicant has submitted full Development Plans that include site plans, building elevations, floor plans, and landscape plans. The Building Commissioner states that the project meets the requirements laid out in the Zoning Bylaw for a Planned Residential Development. The Building Commissioner has reviewed the 14-unit plan and does not have any issues or concerns and recommends standard conditions of approval.

10.4.1.3 Low income and affordable dwelling unit marketing program - The Applicant will be required to work with the Town's Regional Housing Services Office to develop a marketing plan that includes eligibility and preferences for the affordable unit and proposed methods of ensuring long-term availability for the affordable dwelling units. The affordable units will be priced at 80% AMI and 150% AMI.

As required in Section 10.4.2 of the Zoning Bylaw, the Planning Board provided the following report and recommendations:

10.4.2.1 General descriptions of the natural terrain of the PRD tract and surrounding areas, and of the neighborhood in which the tract is situated. The Site is 4.66 acres, which includes three lots running from Main Street to the Assabet River. The site's topography ranges from elevation 156 ft. at Main Street to elevation 120 ft. at the River's edge. It is vegetated with dense understory and numerous stands of mature trees, including groves of Sugar Maples, Oak and Ash. The site includes wetlands, and is partly in the floodplain of the Assabet River. To the north, west and east is existing residential properties, including the adjacent Riverwalk PRD to the east and adjacent Westvale Meadow PRD to the west.

10.4.2.2 A review of the proposed development, including the design and use of buildings and of the open spaces between and around them, of pedestrian and vehicular circulation, of the location and capacity of parking, and of the provisions for grading, landscaping and screening. The Planning Board believes the project design with smaller homes and the two detached car barns clustered together creates a small village setting that promotes better pedestrian and vehicle circulation and preservation of a larger open space area that connects to adjacent permanently protected open space. The proposed buildings along Main Street incorporate the existing topography into the design and the use of the existing Concord Riverwalk driveway helps limit the amount of grading. The project incorporates appropriate screening with the adjacent properties, as well as, landscaping and pathways that add to the integrated village design. The sight distances from the driveway onto Main Street are adequate.

10.4.2.3 An evaluation and opinion upon the degree to which the proposed PRD provides a range of diversity and the size of the units as it relates to increased density that may be permitted by the Board. The project consists of the construction of ten (10) new detached cottage homes and two (2) duplex buildings for a total of fourteen (14) homes. Two of the homes will be deed restricted as affordable. There will be six 3-bedroom detached dwellings and four 2-bedroom detached dwellings. Each duplex building will contain two 1-bedroom homes. The unit sizes range from 850 square feet to 2,310 sf. For the 14 total units, there are four styles of homes proposed- Cottage A, Cottage B, Flat A, and Flat B. The most prevalent proposed is Cottage A, at 8 of the 14 units. The eight (8) Cottage A style dwellings will be below the 80% (57.1 %) maximum allowable for buildings of the same type within a PRD. The Planning Board believes that the proposed project offers sufficient range of diversity, unit size and affordability as it relates to the increased density.

10.4.2.4 An evaluation and opinion upon the degree to which any land intended to be conveyed to, or restricted for the benefit of, the Town:

(a) Provides or will in the future provide an addition to areas of open space between developed sections of the Town; The Planning Board believes that the proposed open space area does provide a connection between the permanently protected open space for the adjacent Concord Rivewalk and Westvale Mcadows residential developments.

(b) Makes available land desirable for future public use; or The Applicant is proposing that there be a public trail to and along the Assabet River that will connect to the existing public trail on adjacent Concord Riverwalk site. There is also the potential for future trail connections along other portions of the Assabet River.

(c) Conforms to the Town's long-range land use plan. The Envision Concord Comprehensive Long Range Plan talks about promoting cluster development that concentrates the impacts of building on the land and leaves open space and wildlife corridors and can meet a range of goals including land conservation, sustainability, and social connectivity. The Planning Board believes that the clustering of the units and sustainability measures incorporated into the project are consistent with the goals of the Comprehensive Plan.

10.4.2.5 Its opinion as to whether the proposed site design, development layout, number, type and design of housing constitute a suitable development for the neighborhood within which it is located. The Planning Board believes the proposed project seeks to balance the development of the Site with 14 units through the preservation of the streetscape along Main Street, the clustering of smaller units, the incorporation of detached car barns, the inclusion of two affordable units, the mixture of 1, 2 and 3-bedroom dwellings, utilization of sustainability measures and the coordination of various site design elements and amenities with the adjacent Concord Riverwalk development, all of which makes this a suitable development for the neighborhood.

10.4.4 Board Issuance of Special Permit: A special permit shall be issued under this section only if the Board shall find that the PRD is in harmony with the general purpose and intent of this section and that the PRD contains a mix of residential, open space, or other uses in a variety of buildings to be sufficiently advantageous to the Town to render it appropriate to depart from the requirements of this Bylaw otherwise applicable to the district(s) in which the PRD tract is located. If a special permit is granted the Board shall impose as a condition thereof that the

installation of municipal services and construction of interior drives within the PRD shall comply with the Subdivision Rules and Regulations of the Planning Board to the extent applicable, shall require sufficient security to insure such compliance and the completion of planned recreational facilities and site amenities, and may impose such additional conditions and safeguards as public safety, welfare and convenience may require, either as recommended by the Planning Board and Natural Resources Commission or upon its own initiative.

The Board is unanimous in its agreement with the Planning Board statements and recommendations noted above and finds that the PRD is in harmony with the general purpose and intent of Zoning Bylaw Section 10 and that the PRD contains a mix of residential, open space, or other uses in a variety of buildings to be sufficiently advantageous to the Town to render it appropriate to depart from the requirements of the Zoning Bylaw otherwise applicable to the Residence C District in which the PRD is located.

Section 11.6 Special Permit

Pursuant to Section 11.6 of the Bylaw, the Board considered impacts on economic and community needs; traffic flow and safety concerns, including parking and loading; adequacy of utilities and other public services; impacts on neighborhood character; impacts on the natural environment; and fiscal impacts, including impacts on Town services, the tax base and employment. The Board determined that any negative impacts are negligible and finds that the proposed Planned Residential Development will have a beneficial impact to the public interest, the Town and the neighborhood, in view of the characteristics of the site and the proposal in relation to that site with the following conditions:

1. Approval is based on the following plans prepared for the Concord Millrun Planned Residential Development at 1651-1657 Main Street :
Stamski and McNary, Inc., 1000 Main Street, Acton, MA 01720:
 - a) Cover Sheet; Sheet 1 of 8: Planned Residential Development 1651-1657 Main Street, revised through May 12, 2020
 - b) Record Plan; Sheet 2 of 8: Planned Residential Development 1651-1657 Main Street, revised through May 12, 2020
 - c) Existing Conditions Plan; Sheet 3 of 8: Planned Residential Development 1651-1657 Main Street, revised through May 12, 2020
 - d) Master Plan; Sheet 4 of 8: Planned Residential Development 1651-1657 Main Street, revised through May 12, 2020
 - e) Site Development Plan; Sheet 5 of 8: Planned Residential Development 1651-1657 Main Street, revised through May 12, 2020
 - f) Construction Details; Sheet 6 & 7 of 8: Planned Residential Development 1651-1657 Main Street, revised through May 12, 2020.
 - g) Stormwater Pollution Prevention Plan; Sheet 8 of 8: Planned Residential Development 1651-1657 Main Street, revised through May 12, 2020.

Good Roots, P.O. Box 2875, Acton, MA 01720:

- h) Landscape Plan & Planting List & Key received by DPLM on May 15, 2020

Union Studio, 140 Union Street, Providence, RI 02903

- i) Proposed Site Layout dated May 15, 2020
 - j) Parking Distribution Diagram dated May 15, 2020
 - k) Cottage Type A Floor Plans & Elevations dated May 15, 2020
 - l) Cottage Type B Floor Plans & Elevation dated May 15, 2020
 - m) Stacked Flat Type A Floor Plans & Elevations dated May 15, 2020
 - n) Stacked Flat Type B Floor Plans & Elevations dated May 15, 2020
 - o) Community Car Barns & Pavilion Floor Plans & Elevations dated May 15, 2020
2. Two (2) of the Fourteen (14) units shall be permanently deed restricted as affordable; one low income unit at 80% Area Medium Income (AMI), and added to the Town's Subsidized Housing Inventory (Chapter 40B 10%), and the other moderate income unit at 150% AMI. The affordable units shall not be located within the same building.
 3. **At all times**, the Applicant shall require all construction worker vehicles to park on the Site. Parking of construction worker vehicles on Main Street or any other local Town road is prohibited. The Applicant shall coordinate with the Police Department on the use of police details for construction vehicle activity on Main Street if it has been determined necessary by the Police Department.
 4. **Prior to the commencement of any site work**, the Applicant shall stake the "Limit of Clearing" and install the erosion and sedimentation controls and coordinate with the Town Planner a pre-construction meeting with Town staff to review proposed work and approved reporting protocol. The Applicant shall provide a construction and inspection schedule two weeks before the pre-construction meeting.
 5. **Prior to the commencement of any site work**, the Applicant shall meet with Water/Sewer Division to review the proposed scope of water/sewer utility work and sufficiently demonstrate that:
 - a. Water and sewer service infrastructure can be designed and constructed in accordance with the Water/Sewer Division's design and construction standards, and
 - b. water demands can be minimized via demand management tools that may be codified in a water use impact report (conservation plan) and Water Customer Data Sheet, and
 - c. lawn irrigation system(s), if proposed, can be installed in accordance with the Town of Concord Rules and Regulations Governing Water Use and Connection. A lawn irrigation system is subject to an additional connection fee and shall be registered with the Water/Sewer Division and be operated in accordance with the Town of Concord Water Use Restriction Bylaw.
 6. **Prior to commencement of any site work**, the Applicant shall submit to the Concord Board of Health a Request for Title 5 Building Review (Form S) to identify any potential increase in wastewater flow and associated Sewer Improvement Fee. Based on existing wastewater capacity constraints, flow increases over 2,000 gallons per day will be administratively denied by the Water/Sewer Superintendent. An appeal may be made to the Public Works Commission seeking relief for an increase in flow over 2,000 gallons per day.

7. **Prior to the commencement of any site work**, the Applicant shall provide a copy of the EPA's Notice of Intent General Permit and executed Stormwater Pollution Prevention Plan (SWPP), and the Erosion Control Plan (ECP), to the CPW - Engineering and the Natural Resources Director for review and approval. Both a hard copy and electronic (pdf) copy shall be provided to CPW-Engineering. The Applicant shall be required to have an environmental monitor on site to ensure proper operations of all sediment and erosion control measures throughout the duration of the project. The site evaluation/inspection reports generated by an environmental monitor shall be provided to CPW-Engineering and the Natural Resources Director, at the frequency detailed in the SWPPP (i.e. Weekly, after storms). The Applicant shall work with CPW-Engineering and Natural Resources Director to establish an approved monitoring protocol and to ensure that all proper staff is being provided with the information above. These documents are needed to ensure the Town is in compliance with its MS4 permit issued by the EPA.
8. **Prior to the commencement of any site work**, the Applicant shall submit to the Town Engineer, Town Planner and Community Safety Officer for review and approval a Construction Sequencing and Safety Plan for the site. The plan shall include the location of construction material delivery and laydown areas, location of construction employee parking areas, locations where construction vehicles will enter and exit the site, and safety protection measures employed to protect the movement of pedestrians and vehicles within the site and along the adjacent public ways. The plan shall be developed for all phases required during construction.
9. **Prior to the commencement of any site work**, the Applicant shall submit to the Fire Department for review and approval a 241 Construction Fire Safety Plan and a site-specific COVID-19 Safety Plan, in accordance with Massachusetts guidelines.
10. **Prior to the commencement of any site work and at any time during site work or construction**, the Applicant shall coordinate with the Police Department on the use of police details for construction vehicle activity on Main Street if it has been determined necessary by the Police Department.
11. **Prior to the commencement of any site work or issuance of a Building Permit**, the Applicant shall provide the Town Planner four sets of revised plans, including an electronic pdf copy and AutoCAD file to the Engineering Division, for review and approval that shows:
 - a. The name of the development as Concord Millrun and the name of the driveway into the development as Millrun Lane;
 - b. The extension of the existing emergency access road between Concord Riverwalk and the proposed project;
 - c. Location of EV charging stations in the car barns;
 - d. Deletion of the proposed parking on Main Street, and;
 - e. Modifications required by the Public Health Director, Town Engineer and Water-Sewer Engineer.
12. **Prior to the commencement of any site work or issuance of a Building Permit**, the Applicant shall submit to the Planning Board for endorsement an ANR Plan combining the three lots into a single lot and file the Plan with the South Middlesex Registry of Deeds.

13. **Prior to the commencement of any site work or issuance of a Building Permit**, the Applicant's contractor shall file a Right-of-Way (ROW) permit with the CPW Engineering Division for the proposed work within Main Street ROW. All work within ROW shall conform to the Concord Public Works Design & Construction Standards & Details (CPW-Standards).
14. **Prior to the commencement of any site work or issuance of a Building Permit**, the Applicant shall record with the Middlesex South Registry of Deeds the Special Permit Decision, Plans and all necessary easement with the adjacent Concord Riverwalk development.
15. **Prior to the commencement of any site work or issuance of a Building Permit**, the Applicant shall receive approval from the Board of Health for an on-site sewage disposal system designed in complete conformance with 310 CMR 15.00, The State Environmental Code, Title 5, and Concord Board of Health regulations. The Applicant shall address to the satisfaction of the Public Health Director all items specify in her July 14, 2020 email.
16. **Prior to back-filling infiltration units**, the applicant shall request and have CPW-Engineering conduct an inspection to verify that the installation of all infiltration units was conducted in a manner consistent with the approved plans. Per CPW Design and Construction Standard 2.2.3.E.5 and Standard 3 of the Massachusetts Stormwater Handbook soils information from test pits within the footprint of all proposed Stormwater management facilities shall be documented. Soils information shall include but not be limited to soil descriptions, depth to seasonal high groundwater, depth to bedrock, and percolations rates. Soils information shall be based on deep holes and percolation tests logged by a Massachusetts Registered Soil Evaluator and witnessed by CPW Engineering.
17. **Prior to issuance of the Disposal System Construction Permit**, the Applicant shall submit the draft Condominium Master Deed, specifying that the maximum number of bedrooms allowed in all units connected to the on-site sewage disposal system collectively may not exceed 12 bedrooms. Per 310 CMR 15.203, the total number of bedrooms in the condominium must be as specified in the Master Deed.
18. **Prior to the issuance of a Demolition Permit before the expiration of the Demolition Delay (October 7th) for the two existing structures**, the Applicant shall submit to the Historical Commission Chair and Senior Planner for review and approval the following:
 - a. A modified Historic Structures Report on both 1651 and 1657 Main Street to include, photo documentation of the interior and exterior of the structures, floorplans, elevations, and a narrative of the building's history and significance;
 - b. Draft language to be used on the interpretive signage on the Site, and;
 - c. Revised Architectural plans for the proposed buildings that front Main Street that incorporate design elements from the two structures being demolished.
19. **Prior to issuance of any Building Permit**, the Applicant shall submit to the Water/Sewer Division for review and approval, an application for the proposed water and sewer main/service installation. The application shall include the following:
 - a. Identification of a Water/Sewer Division licensed "drain layer" who will be responsible for water and sewer utility installation activities.

- b. Two full size copies of the approved water/sewer utility plan. (Note: separate applications must be provided for the common water main as well as each individual dwelling unit proposed to be served by Town water and sewer.)
 - c. For each separate building proposed to be served by Town water, a plumbing plan shall be provided including;
 - i. Design Data Sheets for all required cross-connection control devices. The devices shall not be installed without approval from the Water/Sewer Division.
 - d. An approved water use impact report and conservation plan which will determine sizing of water meters and the water system connection fee.
 - e. The approved Title 5 Building Review (Form S) and associated Finding - demonstrating right to connect to the municipal sewer system, and payment of any associated Sewer Improvement Fee.
20. **Prior to the issuance of any Building Permit**, the Applicant shall submit to the Town Planner a Tree Protection and Removal Permit for review and approval.
 21. **Prior to the issuance of any Building Permit**, the Applicant shall provide CMLP with a detailed electrical load letter including proposed service size in order to properly size the transformer.
 22. **Prior to the issuance of any Building Permit**, the Applicant shall provide CMLP a digital copy of the site plans in AutoCAD format. This will allow CMLP to issue an electric and Town fiber communication design, and issue an estimate for CMLP's portion of the construction costs.
 23. **Prior to the issuance of a Building Permit for each unit**, all proposed metering will require approval from the CMLP Meter Supervisor.
 24. **Prior to the issuance of a Building Permit for each unit**, the Applicant shall incorporate into the construction plans a monitored low voltage fire alarm system in each unit to be reviewed and approved by the Fire Department.
 25. **Prior to the issuance of a Building Permit for each unit**, the Applicant shall incorporate a residential sprinkler system in each unit to be reviewed and approved by the Fire Department.
 26. **Prior to the issuance of a Building Permit for each unit**, the Building Commissioner shall assign a street address for each unit off a new roadway named Millrun Lane.
 27. **Prior to the sign-off of the Framing Inspection for each unit**, the Applicant shall submit to the Building Commissioner certification on the height of the structure.
 28. **Prior to the issuance of any Certificate of Occupancy**, the Applicant shall submit to the Fire Department for review and approval a coordinated signage plan for the proposed development and Concord Riverwalk, which conforms to the requirements of both the Town of Concord's House Numbering Bylaw and Massachusetts General Law Ch. 148, Sec. 59, as well as adequate signage within the development identifying Fire Department Access Roads (per 527 CMR 1.00: 18.2.3.5). The Applicant shall install all required signage **prior to the issuance of any Certificate of Occupancy.**

29. **Prior to the issuance of any Certificate of Occupancy**, the Applicant shall submit to the Town Planner, Town Engineer and Public Health Director for review and approval the final Condominium Master Deed. The Condominium Master Deed shall contain at a minimum language to address the following:
- a. Provisions to allow the Town to enter onto the site to maintain or repair stormwater measures if the determination is made that these measures (i.e., swales, detention basins) are not being properly managed or maintained, and the Condominium Association shall be responsible for reimbursing the Town for the expense of such work.
 - b. Statement that snow storage shall be managed to ensure that there are no adverse impacts to landscape trees and a requirement that snow shall be trucked off-site when the snow storage areas are at capacity or in the event that stormwater management systems are adversely compromised.
 - c. Statement that the roadway will remain a private way now and in the future with no obligation placed upon the Town in terms of maintenance, repairs, plowing or acceptance as a public way.
 - d. Statement that the maximum number of bedrooms allowed in all units connected to the on-site sewage disposal system collectively may not exceed 12 bedrooms.
 - e. Statement regarding the perpetual public access within the Common Open Space Easement.
 - f. Responsibilities and maintenance of the stormwater drainage as specified in the Long Term Operations and Maintenance Plan (LTOMP) and referenced in Condition #47.
 - g. Responsibilities for the on-site sewage disposal system, including inspections and reporting.
 - h. Responsibilities for the maintenance and care of the Site landscaping and submission to the Town Planner three years following the issuance of the Certificate of Occupancy for the last unit a report noting viability of the established landscaping shown on the approved Landscape Plan. Any landscaping found to be dead or dying shall be replaced.
30. **Prior to the issuance of any Certificate of Occupancy**, the Applicant shall submit to the Water/Sewer Division a full size record drawing (Arch D), created in accordance with Division standards, for review prior to finalizing the drawing. Once the draft is approved, the Applicant shall submit to the Water/Sewer Division a full-size (Arch D) hard copy of the final record drawing along with electronic copies in the form of CAD and pdf files.
31. **Prior to issuance of any Certificate of Occupancy**, the Applicant shall enter into a Water and Sewer Service Connection Agreement with Concord Public Works for the purpose of clarifying the terms of service including ownership, operations, inspection, maintenance and future replacement provisions for related infrastructure. The agreement shall be signed by the owner, executed by the Director and recorded by the applicant.
32. **Prior to the issuance of any Certificate of Occupancy**, the Applicant shall furnish to the Water/Sewer Division a Water Demand Minimization Affidavit(s) to demonstrate work was performed in accordance with the approved demand mitigation measures.

33. **Prior to the issuance of any Certificate of Occupancy**, CMLP will require a suitable utility easement for the proposed underground electric distribution system including Town fiber communication system where located outside of the Town Right-of-Way. The easement shall be reviewed and approved by CMLP prior to recording. All easements shall be recorded with the Middlesex South Registry of Deeds by the applicant and shall provide copies of the recorded documents to CMLP and the Town Planner. It should be noted that the individual underground electric services are owned and maintained by the property owner(s) and will require approval from the Town of Concord Electrical Inspector.
34. **Prior to issuance of any Certificate of Occupancy**, the Applicant shall submit an as-built plan to CPW Engineering, CMLP, Town Planner and Building Commissioner of the site including grading, elevations of all drainage infrastructure (i.e. inverts, rims, measurement from finished grade down to the bottom of the sump for all CDS and Stormceptor units, etc.), driveway/parking grades, pavement, pavement marking, signage, utilities, structures, building elevations, and other pertinent information. The plan must be stamped by a Professional Engineer. A certification letter signed by a Professional Engineer shall outline any deviations from the design plans and certify that there will be no negative impacts as a result of those deviations. This submittal should be provided a minimum of two weeks prior to applying for occupancy to ensure adequate review time. One hard copy and one electronic copy, in the form of both AutoCAD and PDF Files, shall be provided to CPW-Engineering. Additionally, to ease in review, the as-built items shall be bold while all other plan items shall be screened down.
35. **Prior to issuance of any Certificate of Occupancy**, the Applicant shall provide to CPW-Engineering and Natural Resources Director for review and approval the Long Term Operations and Maintenance Plan (LTOMP) in both a hard copy and electronic (pdf) copy. At the time the (LTOMP) is submitted for review, the applicant shall also provide draft deed or homeowners association documents which outline permanent maintenance responsibilities in perpetuity. Any inspection or monitoring reports required in the (LTOMP) shall be submitted to the CPW-Engineering and the Natural Resources Director annually.
36. **Prior to the issuance of the first Certificate of Occupancy**, the Applicant shall establish a river trail in coordination with the Natural Resources Director, from the development to the river, and along the southern property boundary, to connect to the east and west property boundaries.
37. **Prior to the issuance of the first Certificate of Occupancy**, the Applicant shall bound the limits of the Conservation Restriction in a manner acceptable to the Natural Resources Director. Bounds will be included on the Conservation Restriction Plan.
38. **Prior to the issuance of the first Certificate of Occupancy**, the Applicant shall construct the central mailbox facility.
39. **Prior to the issuance of the first Certificate of Occupancy for a unit tied to the on-site sewage disposal system**, the Applicant shall provide to the Health Division the Certificate of Compliance for the on-site sewage disposal system.
40. **Prior to the issuance of each Certificate of Occupancy**, all drainage and utilities applicable to the unit being occupied shall be installed and the roadway completed to binder course to access the unit to the satisfaction of Concord Public Works and CMLP.

41. **Prior to the issuance of each Certificate of Occupancy**, the Applicant shall install to the satisfaction of the Fire Department, a monitored low voltage fire alarm system.
42. **Prior to the issuance of each Certificate of Occupancy**, the Applicant shall install to the satisfaction of the Fire Department, a residential sprinkler system.
43. **Prior to the issuance of each Certificate of Occupancy**, the Building Commissioner shall confirm that all exterior lighting is consistent with the Zoning Bylaw.
44. **Prior to the issuance of the Certificate of Occupancy for the 2-bedroom Cottage A units**, the Applicant shall submit to the Public Health Director for review and approval a deed restriction limiting the units to a maximum of two bedrooms.
45. **Prior to the issuance of the tenth (10th) Certificate of Occupancy**, the Applicant shall complete the construction of the affordable units, finalize to the satisfaction of the Town all required documents for the sale of the affordable deed restricted units, including the Affirmative Fair Housing Marketing Plan for both affordable units, and record with the South Middlesex Registry of Deed the affordable housing restrictions.
46. **Prior to the issuance of the Certificate of Occupancy for the last unit**, the Town Planner shall verify that all plantings shown on the approved Landscape Plan have been installed. Any proposed minor modification or substitutions shall be reviewed and approved by the Town Planner prior to installation. If the Applicant provides documentation to the Town Planner that it would be detrimental to complete weather dependent aspects of the landscaping, the Town Planner may require a performance guarantee to ensure compliance. In such case, the Applicant shall submit to the Town Planner for review and approval a performance guarantee covering the cost of the landscaping and installation and a temporary certificate of occupancy shall be issued until all landscaping work is completed.
47. **Prior to issuance of the Certificate of Occupancy for the last unit**, the Applicant shall place a Conservation Restriction pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws on the 2.99-acre open space. To be considered complete, the CR must be signed by the Natural Resources Commission, Select Board, and Secretary of the Executive Office of Energy and Environmental Affairs, and recorded at the Registry of Deeds. The Conservation Restriction shall be deeded to the Town of Concord acting by and through its Natural Resources Commission as its Conservation Commission in perpetuity and exclusively for conservation purposes.
48. **Prior to issuance of the Certificate of Occupancy for the last unit**, the Applicant shall conduct baseline documentation on the 2.99-acre Conservation Restriction in accordance with MassAudubon's Massachusetts Conservation Restriction Stewardship Manual (March 2006), or as approved by the Natural Resources Director. Two copies of the completed report and one electronic version shall be provided to the Natural Resources Division.
49. **Prior to the issuance of the Certificate of Occupancy for the last unit**, the Long Term Operations and Maintenance Plan (LTO&M Plan) approved by CPW Engineering shall be incorporated by reference into the condominium Master Deed. The Condominium Trustees shall have permanent maintenance responsibilities in perpetuity of all elements of the on-site Stormwater drainage system. Per the LTO&M Plan, the Trustees agree to perform the operational maintenance on all the Stormwater drainage.

The Trustees shall also be responsible to provide CPW Engineering reports of each visual inspection and cleaning performed on the drainage structures. The reports shall ascertain that the system components are in working order and that there are no blockages or obstructions in the inlet and separation screen. The reports shall also quantify the accumulation of hydrocarbons, trash, and sediment in the system, and shall also include measurement from finished grade down to the bottom of the sump floor. Those reports shall be in accordance with the terms approved in the LTO&M Plan.

51. **Three years following the issuance of the Certificate of Occupancy for the last unit**, the Condominium Association shall submit a report to the Town Planner noting viability of the established landscaping shown on the approved Landscape Plan. Any landscaping found to be dead or dying shall be replaced.
52. Violation of any of the conditions of the Special Permit shall be grounds for revocation of the Special Permit, or any building or occupancy permit granted hereunder. In case of any violation of the continuing obligations of the Special Permit, the Town will notify the owner of such violation and give the owner reasonable time, not to exceed thirty (30) days, to cure the violation and to enforce the conditions of the Special Permit. The Town may enforce compliance with the conditions of the Special permit by any action of injunctive relief before any court of competent jurisdiction.
53. Construction of all ways and all installation of municipal services shown on the approved Site Development Plans shall be completed within three (3) years of the date of approval unless the Applicant obtains a written extension from the Board of Appeals. If the construction and installation is not completed within the three (3) year period or an extension granted, the approval shall automatically lapse and no roadway shall be constructed or opened for public use unless and until a new Special Permit application has been filed and a new plan has been approved by the Board. The Board may enforce or draw upon any Performance Guarantee to complete the construction of the roadway if it is not completed within three (3) years or a written extension has not been requested by the Applicant.
54. This Special Permit shall lapse within two (2) years, which shall not include such time required to pursue or await the determination of an appeal, from the date of grant thereof, if a substantial use has not sooner commenced except for good cause or, in the case of a permit for construction, if construction has not begun by such date except for good cause.
55. Violation of any of the conditions of the Special Permit Decision shall be ground for revocation of the Decision, or any building or occupancy permit granted hereunder. If at any time the construction of the project is not in compliance with the Decision and the approved Plan (as modified by this decision), the Building Commissioner may order that work on the construction of the project be stopped and defer the issuance of any building permits or certificates of occupancy until the non-compliance is corrected.
56. By acceptance of this Special Permit by the Applicant and recording thereof, the Applicant acknowledges the binding effect of the conditions of the Special Permit.

LOCAL INITIATIVE PROGRAM APPLICATION FOR LOCAL ACTION UNITS

Introduction

The Local Initiative Program (LIP) is a state housing initiative administered by the Department of Housing and Community Development (DHCD) to encourage communities to produce affordable housing for low- and moderate-income households.

The program provides technical and other non-financial assistance to cities or towns seeking to increase the supply of housing for households at or below 80% of the area median income. LIP-approved units are entered into the subsidized housing inventory (SHI) pursuant to Chapter 40B.

Local Action Units (LAUs) are created through local municipal action *other than* comprehensive permits; for example, through special permits, inclusionary zoning, conveyance of public land, utilization of Community Preservation Act (CPA) funds, etc.

The Department shall certify units submitted as Local Action Units if they meet the requirements of 760 CMR 56.00 and the Local Initiative Program Guidelines, which are part of the Comprehensive Permit Guidelines and can be found on the DHCD website at www.mass.gov/dhcd.

To apply, a community must submit a complete, signed copy of this application to:

**Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114**

**Attention: Alyxandra Sabatino, LIP/HOP Coordinator
Telephone: 617-573-1328
Email: alyxandra.sabatino@mass.gov**

Community Support Narrative, Project Description, and Documentation

Please provide a description of the project, including a summary of the project's history and the ways in which the community fulfilled the local action requirement.

365 Commonwealth Avenue, Concord

This is a unique partnership with the Concord Housing Authority (CHA). The CHA owns a parcel at 365 Commonwealth Avenue in Concord. Said property has an affordable Rental House on the property owned and operated by the CHA. There is room on the property to build a 2nd dwelling and the CHA developed plans and obtained approvals to build that dwelling. However, the construction of the dwelling pursuant to the approved plans would be cost prohibitive for the CHA.

Accordingly, the CHA put out an RFP for the development of the 2nd dwelling. Habitat for Humanity of Greater Lowell (HFHGL) responded to the RFP with an intent to build the 2nd dwelling ostensibly according to the CHA plans providing it was permanently deed restricted as an affordable home and could, at the end of the project, be sold to a Habitat family.

In order to accomplish this, an Home Owner's Association is being created such that the CHA can maintain control of the property while the ultimate home can be sold, like any other condominium, to a Habitat family. The CHA has also agreed to contribute up to \$60,000 toward the cost of connecting to dwelling to sewer and water.

The home will be approximately 1,293 square feet and have 2 bedrooms and one-and-a-half bathrooms. The current foot print of the home is attached.

Signatures of Support for the Local Action Units Application

Chief Executive Officer:

defined as the mayor in a city and the board of selectmen in a town, unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter

Signature: _____

Print Name: _____

Date: _____

Chair, Local Housing Partnership:
(as applicable)

Signature _____

Print Name: _____

Date: _____

Municipal Contact Information

Chief Executive Officer

Name Matt Johnson _____
Address 22 Monument Square, Concord MA 01742
Phone 978-318-3100 _____
Email mjohnson@concordma.gov _____

Town Administrator/Manager

Name Kerry Lafleur _____
Address 22 Monument Square, Concord MA 01742
Email klafleur@concordma.gov

City/Town Planner (if any)

Name Marcia Rasmussen _____
Address 141 Keyes Road, Concord MA 01742
Phone 978-318-3290 _____
Email mrasmussen@concordma.gov _____

City/Town Counsel

Name _____
Address _____
Phone _____
Email _____

Chairman, Local Housing Partnership (if any)

Name _____
Address _____
Phone _____
Email _____

Community Contact Person for this project

Name Liz Rust _____
Address 37 Knox Trail, Acton 017020
Phone 978-287-1090 _____
Email liz@RHShousing.org _____

The Project:

Developer:	Name: Habitat for Humanity of Greater Lowell Kevin Fusco
	Address: 68 Tadmuck Road, Unit 1 Westford, MA 01886
	Phone: 978-692-0927
	Email: execdir@lowellhabitat.org
Project Site:	Address: 365 Commonwealth Avenue Concord, MA 01742

Is your municipality utilizing any HOME or CDBG funding for this project? Yes _____ No - Not at present

Local tax rate per thousand \$ 14.76 For Fiscal Year 2022

Site Characteristics: proposed or existing buildings by design, ownership type, and size.

<u>Project Style</u>	<u>Total Number of Units</u>	<u>Number of Units Proposed for Local Action Units Certification</u>
Detached Single-family house	<u>One</u>	<u>One</u>
Row house/townhouse	_____	_____
Duplex	_____	_____
Multifamily house (3+ family)	_____	_____
Multifamily rental building	_____	_____
Other (please specify)	_____	_____

Unit Composition

<u>Type of Unit (Condo/Fee Simple/ Rental)</u>	<u># of Units</u>	<u># of BRs</u>	<u># of Baths</u>	<u>Gross Square Feet</u>	<u>Livable Square Feet</u>	<u>Proposed Sales Prices/Rents</u>	<u>Proposed Condo Fee/Utility Allowance</u>
Affordable:	1	2	1.5	1533	1,293	\$260,000	N/A
Market:							
Total:							

Please attach the following documents to your application:

1. Documentation of municipal action (e.g., copy of special permit, CPA funds, land donation, etc.)
2. Long-Term Use Restrictions (request documents before submission):

For ownership projects, this is the Regulatory Agreement for Ownership Developments, redlined to reflect any proposed changes, and/or the model deed rider.

For rental projects, this is the Regulatory Agreement for Rental Developments, redlined to reflect any proposed changes.

For HOME-funded projects, this is the HOME covenant/deed restriction. When attaching a HOME deed restriction to a unit, the universal deed rider cannot be used.

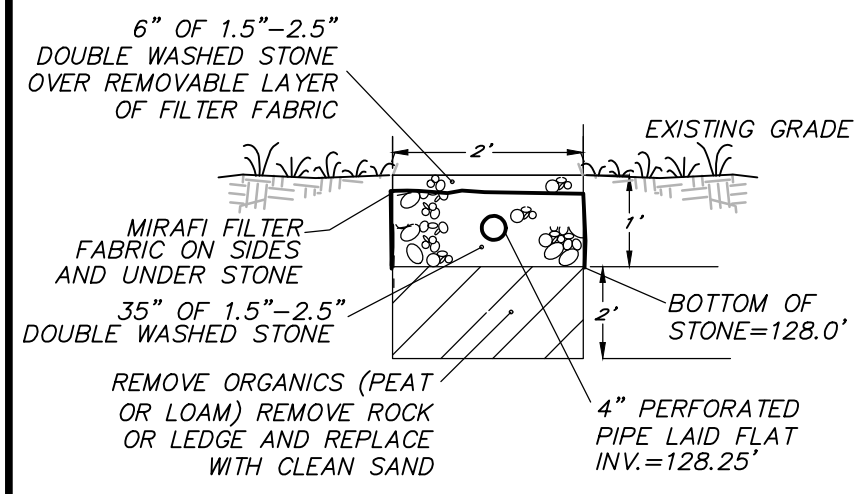
3. Documents of Project Sponsor's (developer's) legal existence and authority to sign the Regulatory Agreement:
 - appropriate certificates of Organization/Registration and Good Standing from the Secretary of State's Office
 - mortgagee consents to the Regulatory Agreement
 - Trustee certificates or authorization for signer(s) to execute all documents
 - Copy of Site Plan
4. For Condominium Projects Only: The Master Deed with schedule of undivided interest in the common areas in percentages set forth in the condominium master deed
5. For Rental Projects Only: A copy of the lease with lease addendum and Local Housing Authority's current Utility Allowances
6. MEPA (Massachusetts Environmental Policy Act) environmental notification form (ENF) for new construction only (request form before submission)
7. Affirmative Fair Marketing and Lottery Plan, including:
 - ads and flyers with HUD Equal Housing Opportunity logo
 - informational materials for lottery applicants
 - eligibility requirements
 - lottery application and financial forms
 - lottery and resident selection procedures
 - request for local preference and demonstration of need for the preference
 - measures to ensure affirmative fair marketing, including outreach methods and venue list
 - name of Lottery Agent with contact information

See Section III of the Comprehensive Permit Guidelines at: <http://www.mass.gov> (enter LIP 40b guidelines in Search field) for more information.

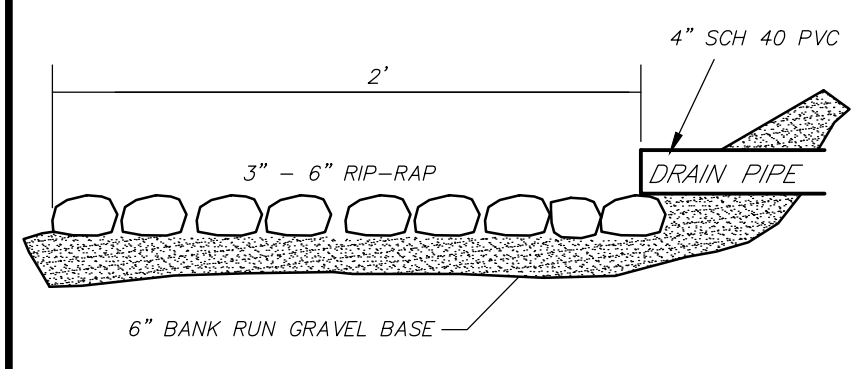
PLEASE contact our office if you have any questions: 617-573-1328.

LEGEND:

- N/F NOW OR FORMERLY
- OHW — OVERHEAD WIRES
- UGW — UNDERGROUND WIRES
- TREE
- TREE LINE
- UP UTILITY POLE
- G — GAS SERVICE (BURIED)
- S — SEWER SERVICE (BURIED)
- W — WATER SERVICE (BURIED)
- 99 --- EXISTING CONTOUR
- 85 --- EXISTING CONTOUR
- ☆ LIGHTPOLE
- △ WETLAND FLAG
- X 130.4 EXISTING SPOT ELEVATION
- F.F. FIRST FLOOR ELEV.
- T.C. TOP OF CONCRETE ELEV.
- B.F. BASEMENT FLOOR ELEV.



INFILTRATION TRENCH DETAIL
NOT TO SCALE



FOUNDATION DRAIN OUTLET DETAIL
NOT TO SCALE

NOTES:

1. ALL UNDERGROUND UTILITIES SHOWN HERE WERE COMPILED ACCORDING TO AVAILABLE RECORD PLANS FROM VARIOUS UTILITY COMPANIES AND PUBLIC AGENCIES AND ARE APPROXIMATE ONLY. ACTUAL LOCATIONS MUST BE DETERMINED IN THE FIELD BEFORE DESIGNING, EXCAVATING, BLASTING, INSTALLING, BACKFILLING, GRADING, PAVEMENT RESTORATION OR REPAIRING. ALL UTILITY COMPANIES, PUBLIC AND PRIVATE, MUST BE CONTACTED INCLUDING THOSE IN CONTROL OF UTILITIES NOT SHOWN ON THIS PLAN. SEE CHAPTER 370, ACTS OF 1963 MASS. WE ASSUME NO RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES OMITTED OR INACCURATELY SHOWN. BEFORE PLANNING FUTURE CONNECTIONS THE APPROPRIATE PUBLIC UTILITY ENGINEERING DEPARTMENT MUST BE CONSULTED. DIG SAFE TELEPHONE No. 1-888-344-7233.
2. ALL DISTURBED EARTHEN SURFACES TO BE LOAMED AND SEEDED UNLESS OTHERWISE NOTED.
3. AREA NOTED SHALL BE REPLANTED ACCORDING TO THE PLANTING SCHEDULE. SEE PLANTING PLAN.
4. REPLANTING AREA SHALL BE DEMARCATED WITH FENO STAKES AT APPROX. 10' INTERVALS AND SIGNS READING "MITIGATION AREA, DO NOT MOW". FENO STAKES WITH ALUMINUM INSERTS (OR APPROVED EQUAL) SHALL BE PROVIDED AND INSTALLED BY THE APPLICANT AS SHOWN. THE ALUMINUM INSERTS SHALL STATE "NO MOWING BEYOND THIS POINT". STAKES SHALL BE A MINIMUM OF 3/4" DIAMETER AND 24" LONG; ALUMINUM INSERTS SHALL BE A MINIMUM OF 2" IN DIAMETER.
5. IF EXISTING UTILITY POLE IS TO BE REMOVED, A NEW BENCHMARK SHALL BE SET IN THE FIELD. SEE NOTICE OF INTENT PLANS FOR GEROW RECREATION AREA, CONCORD, MA, DEP FILE NO. 137-1522.
6. THE REAR FACING PORTION OF THE PROPOSED ROOF SHALL BE DIRECTED TO THE INFILTRATION TRENCH. REMAINING ROOF AREA TO BE PIPED THROUGH DOWNSPOUTS TO SPLASH BLOCKS OR 4-6" RIP-RAP.

RECORD OWNER

CONCORD HOUSING AUTHORITY
34 EVERETT STREET
CONCORD, MA

REFERENCE

MIDDLESEX REGISTRY OF DEEDS
SOUTH DISTRICT
DEED BOOK 73952 PAGE 511
PLAN No. 1113 OF 1931
PLAN No. 12 OF 2020

ZONING DISTRICT

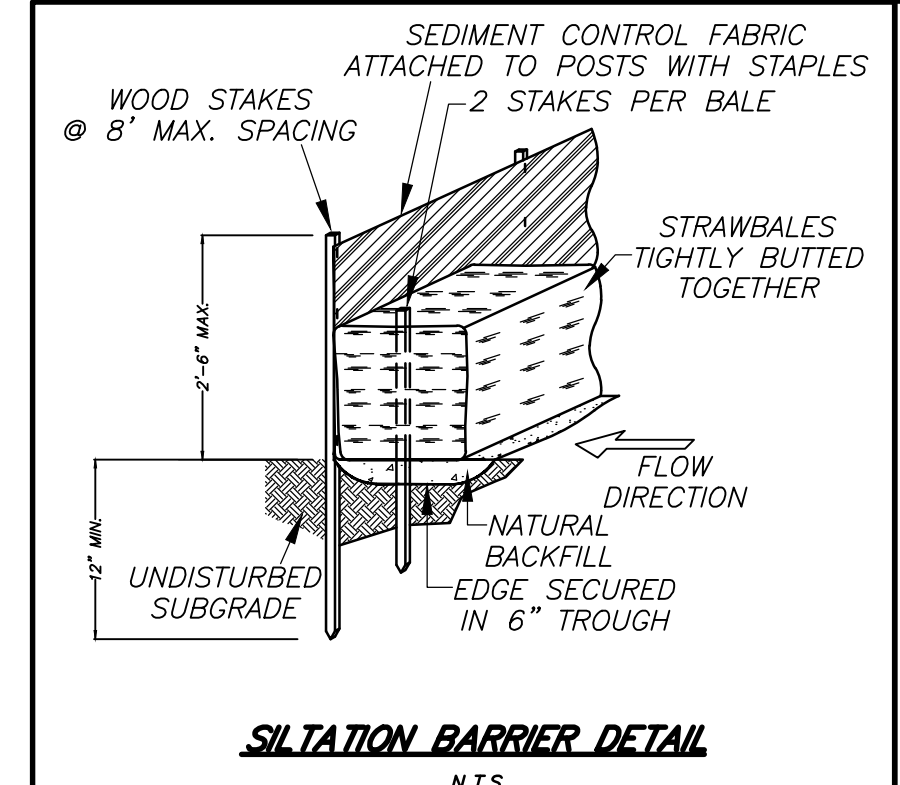
RESIDENCE C

DATUM

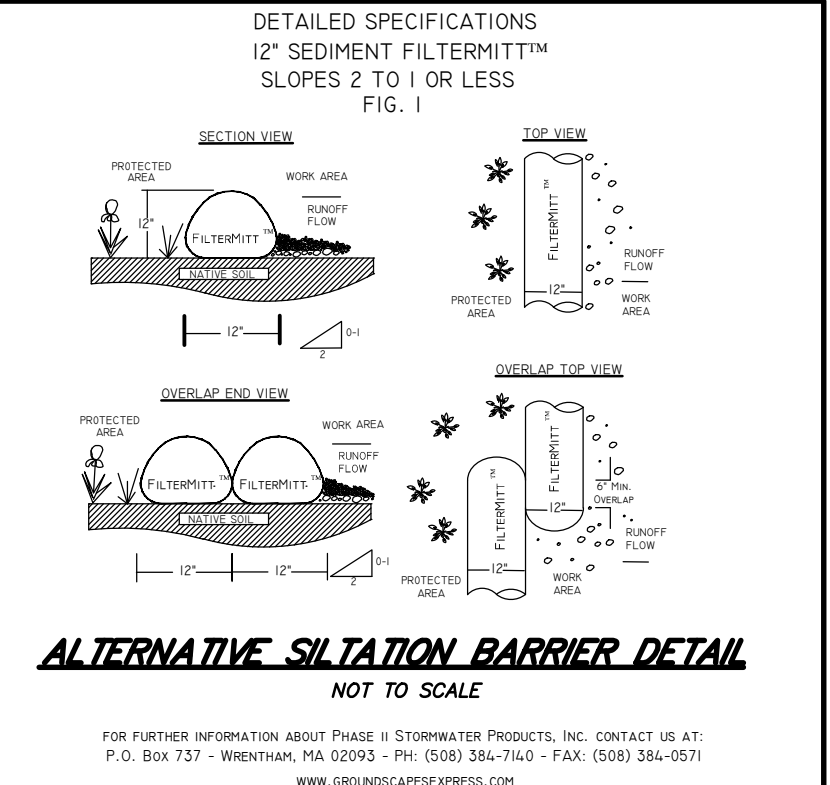
N.A.V.D OF 1988.

PROJECT LOCATION

365 COMMONWEALTH AVENUE
TOWN MAP 8D PARCEL 2156



SILTATION BARRIER DETAIL
N.T.S.



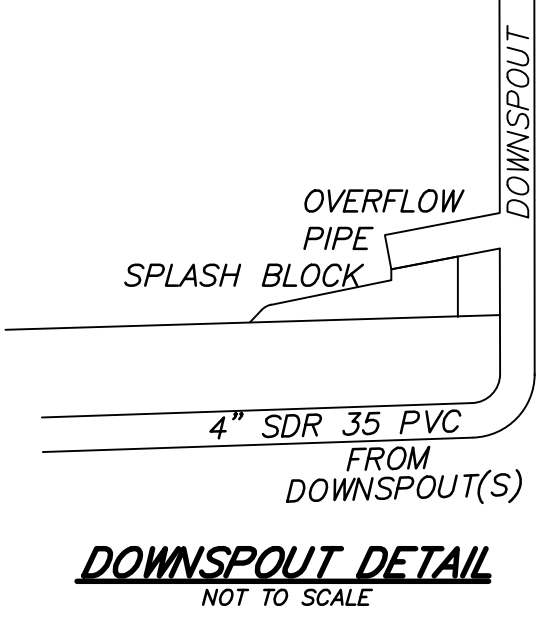
ALTERNATIVE SILTATION BARRIER DETAIL
NOT TO SCALE

FOR FURTHER INFORMATION ABOUT THESE 3D PRINTABLE PRODUCTS, INC. CONTACT US AT: P.O. Box 737 - Wrentham, MA 02595 - PH: (508) 384-7400 - FAX: (508) 384-0271 WWW.GROUNDSCAPEPRESS.COM

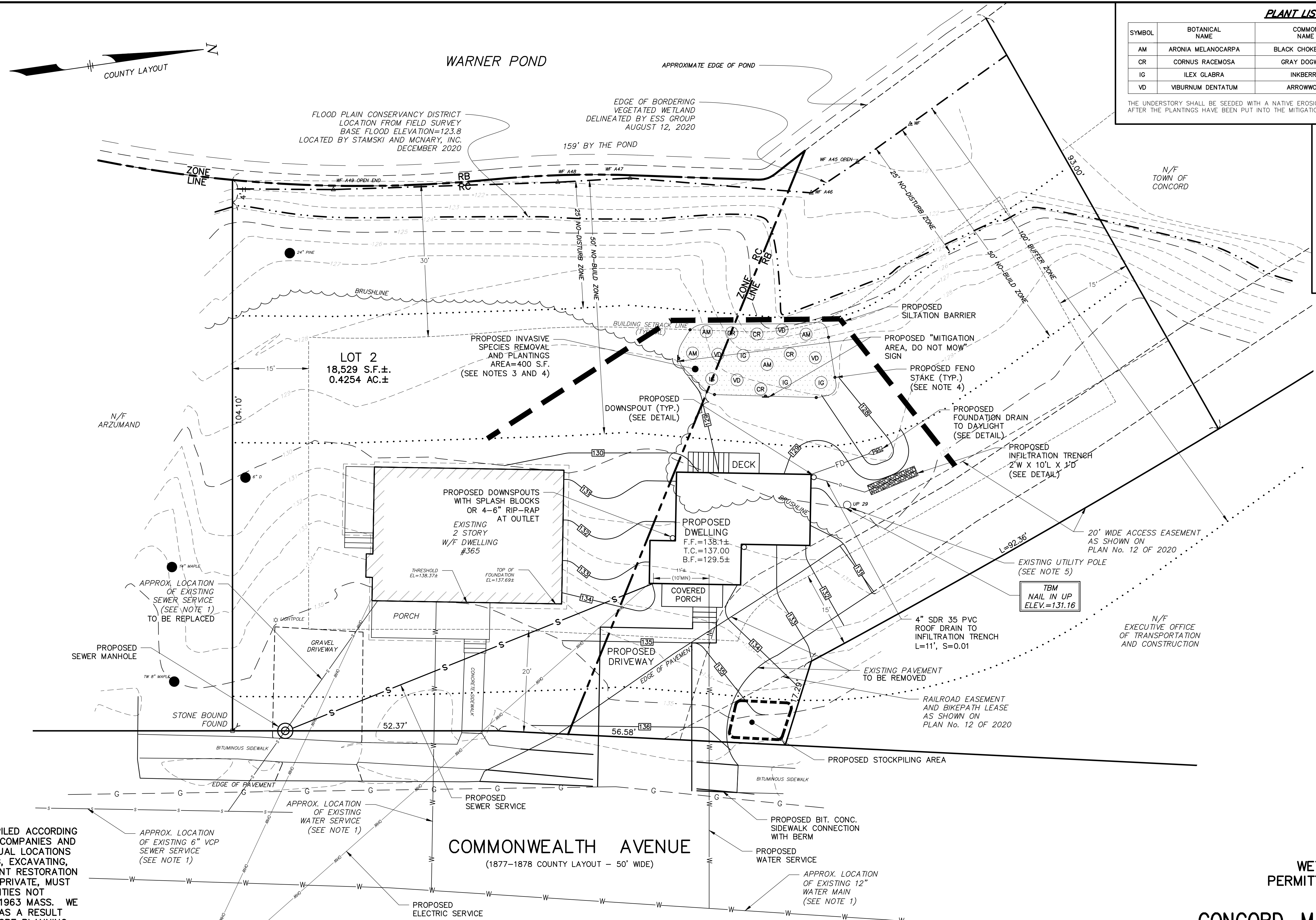
PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	CONDITION
AM	ARONIA MELANOCARPA	BLACK CHOKEBERRY	24 INCH	4	CONT. GROWN
CR	CORNUS RACEMOSA	GRAY DOGWOOD	24 INCH	4	CONT. GROWN
IG	ILEX GLABRA	INKBERRY	24 INCH	4	CONT. GROWN
VD	VBURNIUM DENTATUM	ARROWWOOD	24 INCH	4	CONT. GROWN

THE UNDERSTORY SHALL BE SEEDED WITH A NATIVE EROSION CONTROL GRASS MIXTURE IMMEDIATELY AFTER THE PLANTINGS HAVE BEEN PUT INTO THE MITIGATION AREA. THIS AREA SHALL NOT BE MOWED.



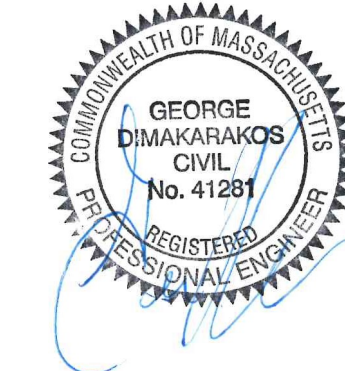
DOWNSPOUT DETAIL
NOT TO SCALE



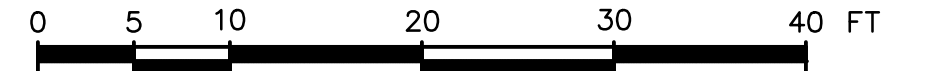
WETLAND PERMITTING PLAN
IN

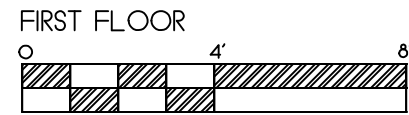
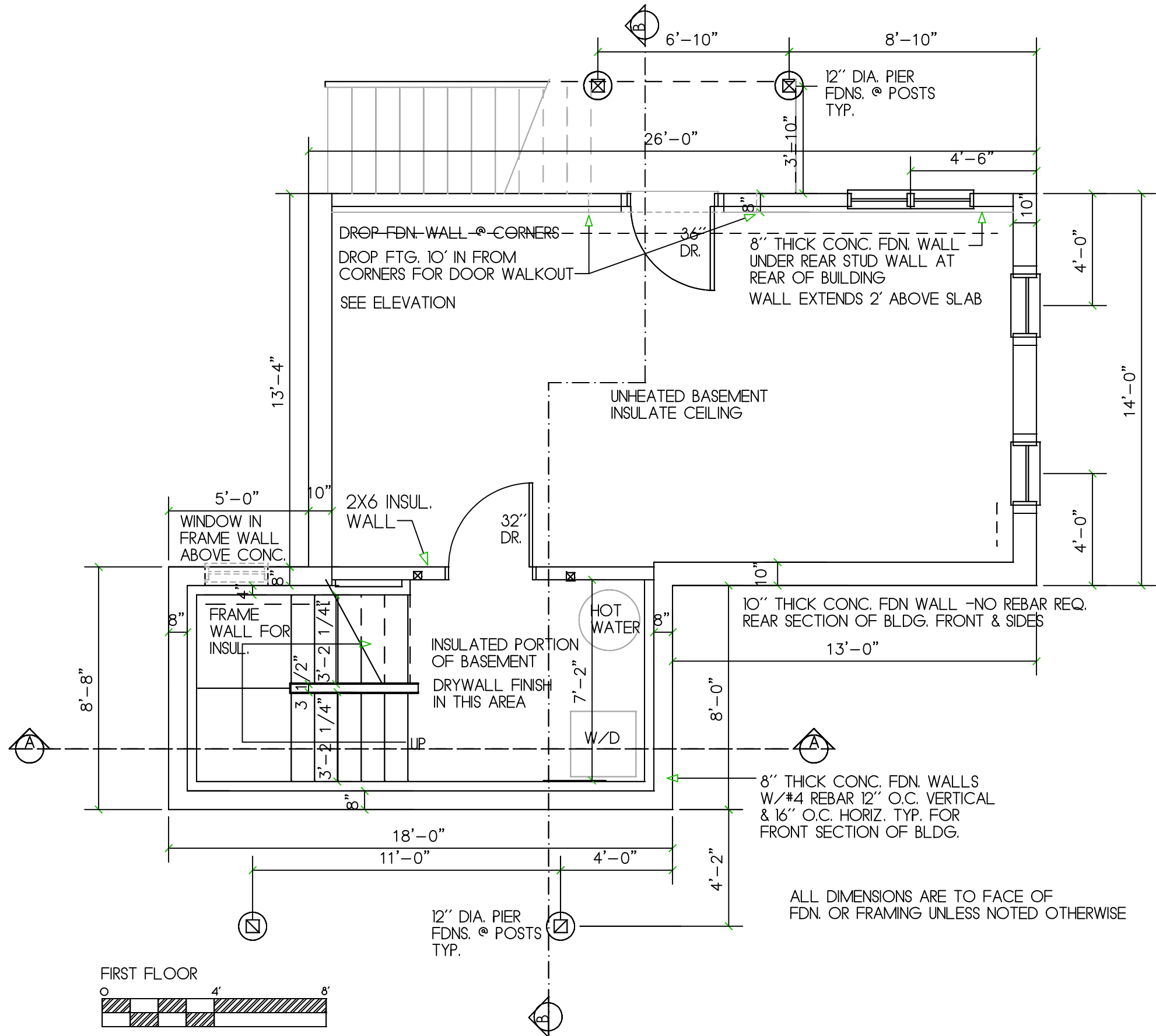
CONCORD, MASSACHUSETTS
(MIDDLESEX COUNTY)

FOR: CONCORD HOUSING AUTHORITY
SCALE: 1"=10' MAY 21, 2021
REVISED: JULY 6, 2021 (NRC COMMENTS)
REVISED: SEPT 30, 2021 (NRC COMMENTS)
REVISED: OCTOBER 4, 2021 (FENO STAKES)
REVISED: JUNE 30, 2022 (NEW HOUSE BOX)



STAMSKI AND McNARY, INC.
1000 MAIN STREET ACTON, MASSACHUSETTS
ENGINEERING - PLANNING - SURVEYING





367 COMMONWEALTH AVE. CONCORD MA

HOLLY S. DARZEN
ARCHITECT
155 HEATHS BRIDGE RD.
CONCORD, MA 01742
(978) 369-5490

NEW RESIDENCE
AT 367 COMMONWEALTH AVE.
CONCORD, MA
FOR HABITAT FOR HUMANITY

BASEMENT FLOOR PLAN

NO	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		

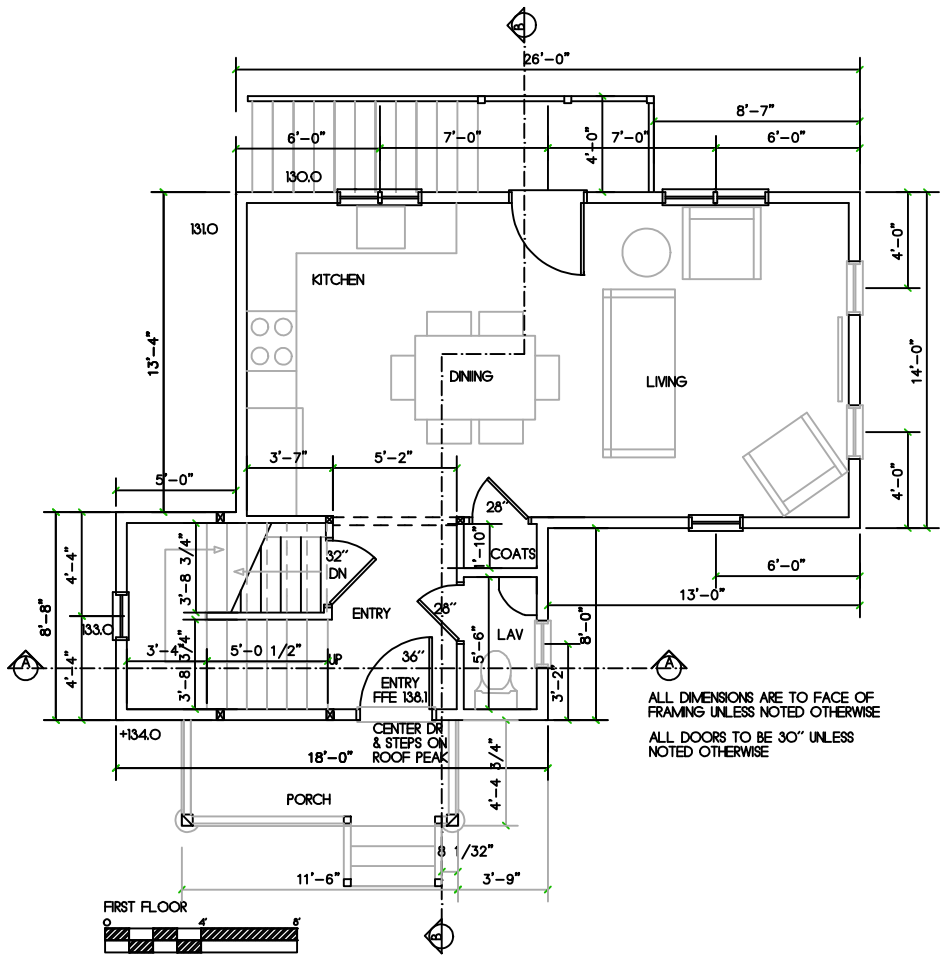
JOB NO	N/A
DRAWN BY	CHECKED BY
	HD
DATE	SCALE
	1/4"=1'-0"

© copyright Holly Darzen Architect
SHEET NO

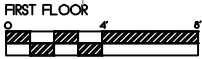
9.19.22

PRELIMINARY

A.1

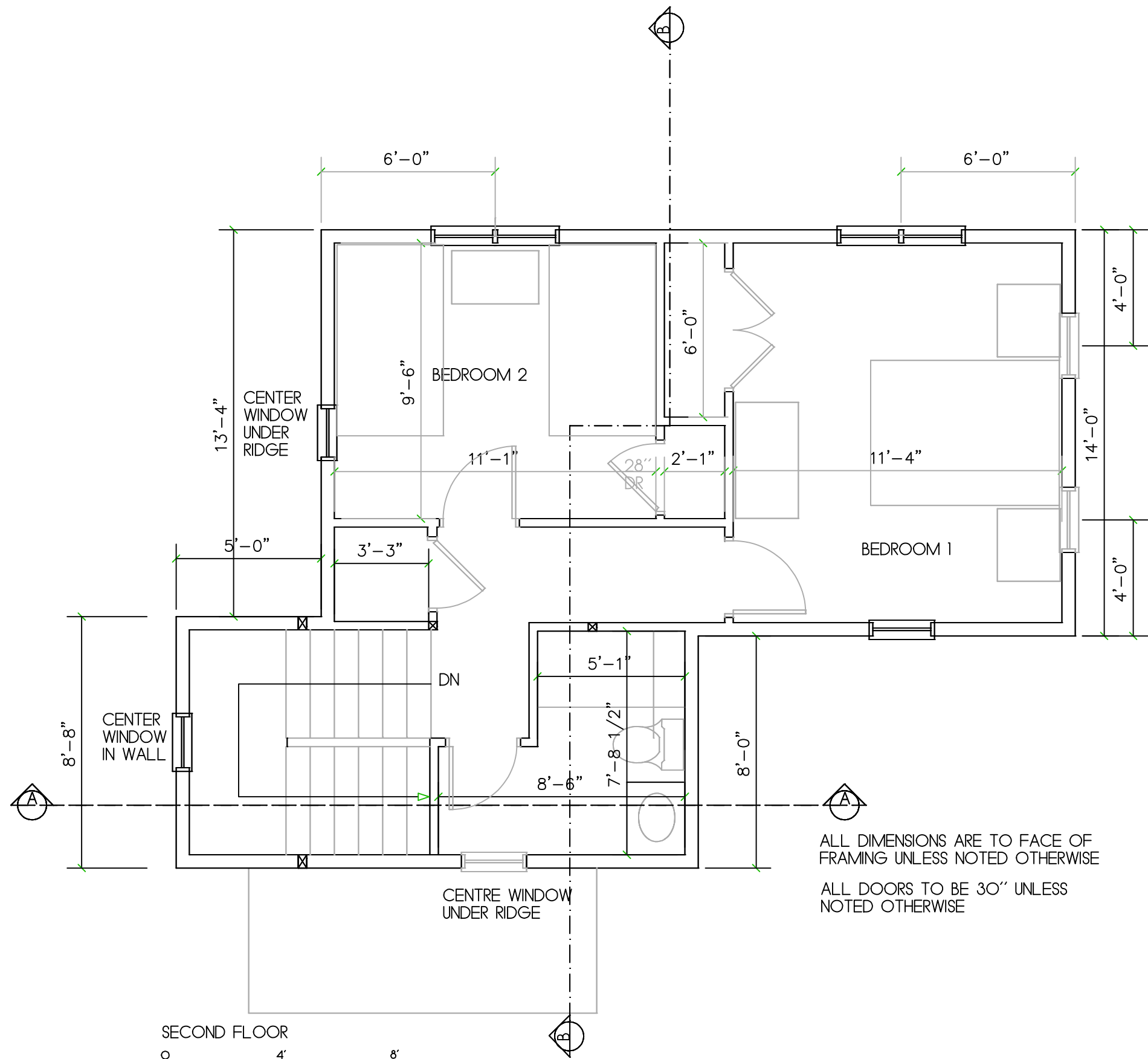


ALL DIMENSIONS ARE TO FACE OF FRAMING UNLESS NOTED OTHERWISE
 ALL DOORS TO BE 30" UNLESS NOTED OTHERWISE

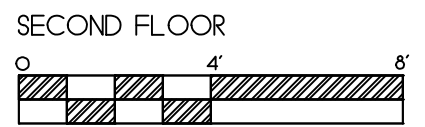


367 COMMONWEALTH AVE. CONCORD MA

File: C:\Users\Holly Darzen\Documents\dwg\367Commonwealth\2022\Habitat\Habitat.dwg Plot: Floor Plans 11x7



ALL DIMENSIONS ARE TO FACE OF FRAMING UNLESS NOTED OTHERWISE
 ALL DOORS TO BE 30" UNLESS NOTED OTHERWISE



SECOND FLOOR
 367 COMMONWEALTH AVE. CONCORD MA

HOLLY S. DARZEN
 ARCHITECT
 155 HEATHS BRIDGE RD.
 CONCORD, MA 01742
 (978) 369-5490

NEW RESIDENCE
 AT 367 COMMONWEALTH AVE.
 CONCORD, MA
 FOR HABITAT FOR HUMANITY

SECOND FLOOR PLAN
 PROPOSED

NO	DESCRIPTION	DATE
1		
2		
3		
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6		
7		
8		

JOB NO	N/A
DRAWN BY	CHECKED BY
	HD
DATE	SCALE
	1/4"=1'-0"

© copyright Holly Darzen Architect
 SHEET NO

9.19.22

PRELIMINARY

A.3



Information Packet

365 Commonwealth Avenue Concord, MA

Affordable Housing Opportunities

Offered by Habitat for Humanity of Greater Lowell

This packet contains specific information on the Family Partnership Program as well as background, eligibility requirements, selection and application process for the affordable home being offered by Habitat for Humanity of Greater Lowell (HFHGL) and the town of Concord.

Habitat for Humanity of Greater Lowell encourages you to read this information and submit an application if you believe that you meet the eligibility requirements for our Family Partnership Program. This is the first step in the application process and does not guarantee you a home.

The house should be ready for occupancy fall of summer 2023

**APPLICATIONS MUST BE RECEIVED NO LATER THAN:
Date to Be Determined**

Please note that there will be an Information Session held for all interested applicants as follows:
There will be no less than 3 in-person sessions and 1 zoom session subject to Covid protocols at the time.

Attendance at one of these sessions is encouraged, but not required, to apply for the Program.

**Applications will be also be available at the Habitat for Humanity of Greater Lowell office
68 Tadmuck Rd, Unit 1, Westford, MA**

Questions or requests for applications should be directed to:

Norma Wallace – Bilingual Outreach Coordinator
Outreach@lowellhabitat.org or call 978 692 0927



We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, disability, marital status, national origin, age, ancestry, sexual orientation, gender identity, military status, source of income and genetic information

GENERAL OVERVIEW AND SALES PRICE

Habitat for Humanity of Greater Lowell will be building a 2 Bedroom, 1.5 bath home in Concord, MA. The house will be sold at an affordable price to a Household earning no more than 60% of the area median income. It is anticipated that the house will be ready for occupancy in the fall of 2023. This home will be approximately 1,293 square feet and will include a dishwasher, refrigerator, stove, and washer & dryer with off street parking for two cars.

# of Affordable Homes	Affordable Sales Price	Bedrooms	Bathrooms	Square Footage	Parking
1	Not to exceed-\$228,000	2	1.5	1,293 +/- sq. ft.	Off street parking for 2 cars

A “Deed Rider” will be recorded with the deed at the time of purchase. This Deed Rider outlines restrictions on the property, limits the amount that the home can be resold for and requires the resale to another affordable buyer. The Deed Rider ensures that the home stays affordable in perpetuity. We recommend that potential buyers review the Deed Rider with an attorney so as to fully understand the provisions and restrictions. Sample disclosure statement is attached.

Some of the restrictions include, but not limited to:

1. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner’s household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.
2. Restrictions against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent. *See sec 3 in Deed Rider.*
3. Options to Purchase. When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner household size
4. Shall notify the Monitoring Agent and the Municipality in writing of the Owner’s intention to so convey the Property. *See section 4 of the Deed Rider.*
5. Maximum Resale Price. A maximum resale price will be determined by the Monitoring Agent at the time the home is being marketed for resale. (Note: all capital improvements or major renovations must be approved by the monitoring agent in advance to ensure that the resale price is adjusted correctly). This maximum price may allow for some appreciation of the property and maintains the affordability of the home. The home must be marketed to an affordable buyer earning no more than 80% of the area median income as determined by HUD at that time. *See the Maximum Resale Price section of the Deed Rider.*

Since it is anticipated that there will be more interested and eligible households than available homes, Habitat for Humanity of Greater Lowell will be accepting applications which will be reviewed and approved based on the selection criteria outlined below. Households who meet the eligibility requirements will move forward to the lottery system for final selection. The application and selection process, dates and eligibility requirements can all be found within this Information Packet.

Habitat for Humanity of Greater Lowell does not discriminate in the selection of households on the basis of race, color, national origin, disability, age, ancestry, children, familial status, genetic information, marital status, religion, sex, sexual orientation, gender identity, veteran/military status, receipt of public assistance or any other basis prohibited by law.

Persons with disabilities are entitled to request a reasonable modification to the home when such accommodations or modifications may be necessary to afford persons with disabilities an equal opportunity to use and enjoy the home.

HABITAT FOR HUMANITY OF GREATER LOWELL ELIGIBILITY REQUIREMENTS

Selection for the Family Partnership Program is based on the following criteria:

- 1. Ability to Pay** – Your ability to repay a no interest home mortgage.
- 2. Need** – Household need is based on the suitability of your current housing.
- 3. Willingness to partner** – Your willingness to volunteer and participate as a Family Partner with Habitat for Humanity of Greater Lowell.
- 4. Household size**- The Home will be a 2 bedroom.

Family Selection:

Habitat Family Partners are selected through a fair and open process based on their ability to pay, willingness to partner, need for adequate housing and household size (as limited by development restrictions). Habitat for Humanity of Greater Lowell is a non-profit 501(c) (3) Massachusetts corporation that does business in accordance with Federal and State Fair Housing and Lending Laws. Our partnership program includes educational and financial workshops to equip new homeowners with the skills they need for successful homeownership.

HFHGL's family selection committee will begin outreach efforts to inform eligible households of the housing opportunities which is also announced on the HFHGL website. Information is always available via phone or e-mail. Marketing for family selection is done through outreach with local community partners, throughout the service area at locations including, but not limited to, libraries, town halls, churches, laundry mats, nail salons, local newspapers and social media.

All applicants will be asked to complete a Pre-Qualification application to ensure that they preliminarily meet the family selection criteria outlined above. All Pre-Qualification applications are due no later than two weeks after receipt in person or at a Homeowner Information session.

If family selections criteria is met, applicants will be mailed a Final Application packet for the house on Commonwealth Avenue.

Once an application is submitted, it will be reviewed for financial approval via credit checks, verification of employment, income and assets and an evaluation of debt ratio. If approved financially, a home visit will be scheduled to confirm there is a considerable housing need. Qualified households must demonstrate a housing need beyond that of a desire of owning a home. If, during this process, a family is disqualified for any reason, they will be notified.

After conducting home visits, the family selection committee recommends qualified families for the lottery based on the eligibility criteria. The lottery is then held via Zoom and recorded. The winning family is then presented to the Habitat Board of Directors, after which each family is individually notified by Habitat of the outcome. As a final step, the homeowner's information is then sent to the DHCD office for final confirmation. To protect privacy, the only identity ever released is that of the family selected.

Basic guidelines for eligible families:

1. Significant need for adequate shelter and affordable housing, which may include one or more of the following:

- Overcrowding – less than 170 square feet of space per person.
- High rent - 40% or more of gross family income is spent on housing costs.
- Substandard conditions: Including but not limited to:
 - Flooring in need of replacement or repair
 - Drafty windows
 - High heating bills
 - Bug and/or rodent infestation
 - Mold/Mildew
 - Deferred maintenance
 - Unsanitary plumbing
 - Roof problems
 - Electrical Problems
 - Safety in house (lead paint, unsafe stairs/windows)
 - Inadequate heat
 - Poor air quality/poor water quality
 - Not up to code (emergency exits etc...)
 - Not handicapped accessible (and required)
- Number of bedrooms inadequate - dependent on age, number and gender of persons in household.
- Issues with landlord - inadequate landlord maintenance.
- General family housing situations - leasing, tenants at will, renting with subsidy, eviction likely, living with friends or parents, family split up due to lack of housing, homelessness.

2. The ability to pay:

- Income - gross annual must be fall between 30%- 60% of Area Median Income (outlined on page 8).
- Debt to income ratio should be less than 43%.

3. Willingness to partner with Habitat for Humanity:

Each household member over the age of 18 who will be living in the house can contribute "sweat equity" hours toward the completion of the home. These hours can be accumulated by working alongside volunteers on construction, landscaping, site clean-up, fundraising, and many other tasks. No construction skills are necessary. Construction and ReStore volunteer opportunities are usually available Tuesday- Saturday. The ReStore is also open Sunday, 11-5.

Sweat Equity: Selected family partners are required to work alongside volunteers on the construction of their home. Single income households are required to work 225 hours and dual-income households are required to complete 450 hours of sweat equity. The breakdown of required sweat equity hours is as follows:

Partner Family Sweat Equity commitment requirement		
	DUAL	SINGLE
Total Number of Hours Required	450	225
Breakdown of hours required:		
Partner Family Build Hours	226	113
*Those adults living in home		
Partner Family Non- build hours	112	56
*Financial Training**, ReStore, Public Relations		
Friends and Family Hours	112	56
* Anyone not living in home		
* Can also be done by Partner Family		
Total required	450	225

The home is purchased for below market rate, set at a price where the principal, property taxes, insurance and if applicable, association fees, are no more than 38% of the combined Household income at the time of qualification. The home is financed through a zero interest mortgage from Habitat for Humanity of Greater Lowell. A perpetual deed restriction maintains the affordability of each home. HFHGL uses the payments to finance future home construction for other households with housing needs in the 15 cities and towns in Northern Middlesex County.

LOCAL INITIATIVE PROGRAM (LIP) GENERAL ELIGIBILITY REQUIREMENTS

This opportunity is made available through the State's Local Initiative Program and is subject to regulations and guidelines determined by the Department of Housing and Community Development (DHCD).

FAQs:

Q: Who is eligible to apply for the affordable home?

A: In order to qualify for an affordable home, applicant must meet each of the following criteria:

1. Everyone in the household must qualify as a "first time homebuyer" as defined below.
2. The entire household's income and assets must be fall between below the maximum allowable income and asset limits.
3. The household must qualify for a mortgage with Habitat for Humanity of Greater Lowell.

Q: Who is a "first-time home buyer"?

A: A person is a "first-time homebuyer" if no person in his or her household has, within the preceding three years, either owned the house they lived in or owned an interest in one or more other houses, such as through joint ownership and cannot own a home in trust.

Exceptions may be made in the following instances:

- A displaced homemaker: A displaced homemaker is an individual who is an adult who meets ALL the following criteria:
 - Has not worked full-time for a full year in the labor force for a number of years but has, during such years, worked primarily without compensation to care for the home and family.
 - Owned a home with his or her partner or resided in a home owned by the partner.
 - Does not own the home previously owned with a partner.
 - Is unmarried to or divorced from their partner.
- A single parent, where the individual owned a home with his or her partner or resided in a home owned by the partner and is a single parent (is unmarried or divorced from a partner and either has 1 or more children of whom they have custody or joint custody, or is pregnant).
- An age-qualified household (in which at least one member is age 55 or Over) which is selling a home in order to purchase an affordable home.

- A household that owned a property that was not in compliance with State, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.
- A household that owned a principal residence not permanently affixed to a permanent foundation (example – mobile home) in accordance with applicable regulations.

Q: If someone in my household is age 55 or over can I currently own a home?

A: Yes. However, you will not be given the opportunity to purchase an affordable home here until your current home is under a Purchase and Sale Agreement. You will also be required to qualify in all other requirements.

Q: Can I apply for this home as a displaced homemaker or single parent if I currently own a home?

A: Yes. However, you will not be given the opportunity to purchase an affordable home here until your current home is under a Purchase and Sale Agreement. Please see the Asset Limits in the following pages. You will also be required to qualify in all other requirements.

MAXIMUM INCOME AND ASSET LIMITS

Q: How is a household's income determined?

A: **A household's income is the total anticipated amount of money received by ALL members of the household who will live in the home over the next 12 months** (starting from the date of application and projecting forward 12 months) based on their current income and assets. In an effort to provide as accurate an income estimation as possible, the Selection Committee will also review historical income data to provide a basis for future income estimates. Any monies you anticipate receiving in the next 12 months will be counted as income and monies received over the previous 12 months will be analyzed to help estimate future income. This includes, but is not limited to, Social Security, alimony, child support, overtime pay, bonuses, unemployment, severance pay, part-time employment, matured bonds, monies to be received in court settlements, and actual or imputed interest and dividends on bank accounts and other assets. All sources of income are counted with the exception of income from employment for household members under the age of 18 and any income over \$480/year for full time students who are dependents (but note that all such income must still be documented even if it is exempt from the household income calculation).

It will be assumed that all households will continue to receive any monies they have received over the past 12 months unless supporting documentation proves

otherwise. It is also not up to the household to determine what monies received over the past year should and should not be counted as their calculated income. Therefore, all monies should be listed on the application and the inclusion of these monies in determining a household’s eligibility will be based on affordable housing guidelines.

Households must submit their 3 most recent tax returns.

Income Qualification Guidelines

To be eligible to apply for purchasing an affordable home, the combined annual income for all income sources of all income-earning members in the household must fall between 30% and 60% percent of area median income for the local area where the home is being built (Lowell-HMFA). The following is a summary of those guidelines by household size for 2022.

Habitat's Targeted Income Guidelines for 2022

Household	Minimum	Maximum
<u>Size</u>	<u>30 % of Median Income</u>	<u>60% of Median Income</u>
2	\$30,350	\$60,660
3	\$34,150	\$68,220
4	\$37,900	\$75,780
5	\$40,950	\$81,900

Asset Limits

Eligible Households shall not have total gross assets exceeding \$75,000 in value.

Household Assets are calculated at the time of application. Any monies you would use as a future down payment on the home will still be counted as assets. Assets may include cash, cash in savings and checking accounts, net cash value of stocks, net cash value of retirement accounts (such as 401k), real property, bonds, and capital investments.

Q: I cannot withdraw money from my 401k or retirement fund; do I have to include it when I list my assets?

A: Yes. You need to include the *net cash value* of all your current retirement funds. We realize that most retirement funds assess large penalties for early withdrawal but this does not technically mean that you cannot withdraw your funds or don’t have access to them. The post-penalty amount is what you need to provide along with supporting documentation.

Q: Are there eligibility exceptions for households that are barely over the income limit but considerably under the asset limit (or vice versa)?

A: No. All households must be under both the income limit and the asset limit. Eligibility isn't based on only one or the other.

Age Qualified Households, Displaced Homemaker and Single Parent Exception:

Only households qualifying under the exceptions listed herein may own a home when applying. This home must be sold before they purchase an affordable home. The amount that the household will retain in equity from the sale of the house will be added to their asset total. Their asset total must still be below \$75,000.

Q: If I qualify for the home as an age-qualified household or Displaced Homemaker or Single Parent, how much time will I be given to sell the home?

A: Before you are allowed to sign a Letter of Intent for a new affordable home, your current home must already be under a Purchase and Sale Agreement with a buyer. At that time, households will be able to estimate how much time they will have before they need to close on their home.

**HABITAT FOR HUMANITY OF GREATER LOWELL
MORTGAGE APPROVAL STANDARDS**

Interested households that meet all of the eligibility requirements are encouraged to submit an application with Habitat for Humanity of Greater Lowell for our Family Partnership Program.

Habitat for Humanity of Greater Lowell will determine the applicant's eligibility for a zero interest mortgage. Since you will be purchasing your home from Habitat for Humanity of Greater Lowell, you must demonstrate your ability to make the monthly mortgage payments. In addition to the monthly mortgage payments, borrowers will also be responsible to pay for any real estate taxes, insurance, as required by the lender, and in the case of associations, a monthly condo fee or home owners association fee. A Habitat for Humanity of Greater Lowell mortgage payment typically does not exceed 38% of your annual household income. We will request a credit check from an independent agency and verification of your income and employment.

The 2022 tax rate for Concord is \$14.76 and taxes are assessed to the affordable price (not the market-rate equivalent).

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
MORTGAGE STANDARDS**

Prior to the sale of a home, DHCD will review and approve the terms of the Buyer's mortgage financing. DHCD requires mortgage loans for LIP homes (in the Habitat for Humanity program) to meet the following minimum standards:

1. Be a fully amortized zero interest rate mortgage offered by Habitat for Humanity of Greater Lowell to potential first-time homebuyers.
2. Monthly housing (inclusive of principal, interest, property taxes, hazard insurance, private mortgage insurance and condominium or homeowner association fees) may not exceed 38% of their monthly income for the mortgage.
3. Non-household members shall not be permitted as co-signors of the mortgage.

HOUSEHOLD SIZE AND COMPOSITION

In order to make the best use of limited affordable housing resources, household size should be appropriate for the number of bedrooms in the home. Minimum household standard shall be established and shall conform to the following requirements. A household shall mean two or more persons who live regularly in the home as their principal residence and who are related by blood, marriage, law or who have otherwise evidenced a stable inter-dependent relationship, or an individual.

1. Preferences.

Within the applicant pool, preference shall be given to households requiring the total number of bedrooms in the home based on the following criteria:

- i. There is at least one occupant per bedroom (households with a disability must not be excluded from a preference for a larger home based on household size if such larger home is needed as a reasonable accommodation.)
- ii. A married couple, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
- iii. A person described in the first sentence of (ii) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and the individual provides reliable medical documentation as to such impact of sharing.
- iv. A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application.

2. Maximum Household Size

Household size shall not exceed 5 individuals according to the State Sanitary Code.

PROCESS FOR THE FAMILY PARTNER PROGRAM:

Step 1: Applying for the Home

Once familiar with the eligibility requirements, those interested should complete a HFHGL Homeowner Application. The household must include all income, asset, tax documentation as directed by the Application Checklist for every person that will be living in the home. The HFHGL Homeowner Application must be signed and dated by all income-earning members in the household. The HFHGL Homeowner Application and all required documentation must be received by Habitat for Humanity of Greater Lowell **by 5:00 PM on TBD 2022**. All applications should be mailed or hand delivered to:

Habitat for Humanity of Greater Lowell
68 Tadmuck Rd, Unit 1
Westford, MA 01886
Attn: Norma Wallace

Email to: outreach@lowellhabitat.org
Phone: Norma Wallace, Bilingual Outreach Coordinator 978-656-6591

To ensure applications arrive in time, we recommend sending them in at least one week prior to the application deadline. **Late applications will not be accepted- NO EXCEPTIONS!** If you want to ensure your application is received, call to confirm if you sent by regular mail, or we recommend sending it by certified mail or drop it off in person during normal business hours. Habitat for Humanity of Greater Lowell agents, Owner and other affiliated entities are not responsible for lost or late applications.

Q: What happens if I don't submit all necessary documentation or fail to correctly complete my Affordable Housing Program Application?

A: You will be notified of the missing documents and will have 10 business days to submit them.

Step 2: Family Selection/ Signed Letter of Intent

Immediately after the Family Partner has been notified of their selection, a meeting will be set up to review the partnership program in person. At this meeting, the new HFHGL Family Partner will be asked to sign a Letter of Intent (LOI) with Habitat for Humanity of Greater Lowell which outlines both the new Family Partner and HFHGL's expectations and responsibilities. It is recommended that you discuss the LOI and the deed rider with a local attorney. In addition, the Family Partner will be asked to make a down payment of \$1000 (which can be made in 2 payments).

Often the build-out for homes is anywhere from 6 months to 1 year depending on the time of selection. The Family Partner is expected to maintain active employment, credit scores and

income to debt ratios equal to or greater than those documented at the time of selection during and up to the time of closing. Any significant changes to income, credit and or debt may prohibit Habitat for Humanity of Greater Lowell from financing the home.

Credit and income will be reviewed approximately one (1) month prior to the closing. Credit scores should be equal to or greater than the credit score at the time of application.

Habitat for Humanity of Greater Lowell will review the file for program and financial eligibility approximately one (1) month prior to closing and will determine if the Family Partner can move forward to purchase the home.

Step 3: Closing and Move-in

All Family Partner sweat equity and financial training requirements must be fulfilled prior to closing on your home.

If all the steps above are followed, the closing should go smoothly. Habitat for Humanity of Greater Lowell for Humanity and your attorney will be able to guide you through the process.

You will have a walk-through of your home prior to the closing and will be able to move into your new home once the closing is complete.

Once you have closed on the home, there are no future income or asset eligibility reviews.

**KEEP THIS DOCUMENT ACCESSIBLE
IT CONTAINS VALUABLE CONTACT INFORMATION**

**LOCAL INITIATIVE PROGRAM (LIP)
HOMEOWNER DISCLOSURE STATEMENT**

This Homeowner Disclosure Statement summarizes your rights and obligations as the owner of a home located at _____, in _____, Massachusetts (the “Municipality”), which was purchased at less than the home’s fair market value under the Local Initiative Program (LIP). When you sell the home, that same opportunity will be given to the new buyer. In exchange for the opportunity to own the home at less than its fair market value, you must agree to certain use and transfer restrictions. These restrictions are described in detail in a LIP Deed Rider that is attached to the deed to _____, which is recorded at the _____ Registry of Deeds in Book _____, Page _____ (the “LIP Deed Rider”).

PLEASE REMEMBER:

- You must occupy this home as your primary residence;
- You must obtain consent from the Department of Housing and Community Development (DHCD) and the Municipality [and _____ (if another monitoring agent is listed)] (together they are referred to as the “Monitoring Agents” in this Homeowner Disclosure Statement) before renting, refinancing or granting any other mortgage, or making any capital improvements to your LIP home;
- You must give written notice to the Monitoring Agents when you decide to sell your property.
- You may **not** transfer your LIP property into a trust.

The contact information for the Monitoring Agents is listed in the LIP Deed Rider.

Please read the LIP Deed Rider restriction in its entirety because it describes and imposes certain important legal requirements. It is strongly recommended that you consult an attorney to explain your legal obligations and responsibilities.

Primary Residence

You must occupy your LIP property as your primary residence.

Renting, Refinancing and Capital Improvements

You must obtain the prior written consent of the Monitoring Agents before you do any of the following:

- Rent your LIP home;
- Refinance an existing mortgage or add any other mortgage including a home equity loan; or
- Make any Capital Improvements (for example, a new roof or a new septic system – see attached Capital Improvements Policy) if you wish to get credit for those costs (at a discounted rate) when you sell your home.

Before taking any action, please contact DHCD for instructions on renting, mortgaging, or making capital improvements to your home. If you do not obtain the required consent from the Monitoring Agents, you can be required to pay all of the rents or proceeds from the transaction to the Municipality.

Resale Requirements

When you sell your home, you are required to give written notice to the Monitoring Agents of your desire to sell so that they may proceed to locate an Eligible Purchaser for your LIP home. Your sale price will be computed by DHCD based on the formula set forth in the LIP Deed Rider to reflect the purchase price noted on the Deed that is attached to the LIP Deed Rider plus certain limited adjustments.

The allowed sale price is defined as the “Maximum Resale Price” in the LIP Deed Rider. It is calculated by adjusting the purchase price noted on the Deed that is attached to the LIP Deed Rider to reflect any change in the area median income plus:

- (a) The Resale Fee as stated in the LIP Deed Rider;
- (b) Approved marketing fees, if any; and
- (c) Approved Capital Improvements, if any.

The Maximum Resale Price can never be more than the amount which is affordable to an Eligible Purchaser earning 70% of the area median income, as determined by a formula set forth in the LIP Deed Rider. The sales price will also never be less than the purchase price you paid, unless you agree to accept a lower price.

The Monitoring Agents have up to 90 days after you give notice of your intention to sell the home to close on a sale to an Eligible Purchaser, or to close on a sale to a Monitoring Agent, or to a buyer that one of them may designate. This time period can be extended, as provided in the LIP Deed Rider, to arrange for details of closing, to locate a subsequent purchaser if the first selected purchaser is unable to obtain financing or *for lack of cooperation* on your part.

It is your obligation to cooperate fully with the Monitoring Agents during this resale period.

If an Eligible Purchaser fails to purchase the home, and none of the Monitoring Agents (or their designee) purchases the home, you may sell the home to a purchaser who does not qualify as an

Eligible Purchaser (in this event, this purchaser is referred to as an ineligible purchaser), subject to the following:

- (i) the sale must be for no more than the Maximum Resale Price;
- (ii) the closing must be at least 30 days after the closing deadline described above;
- (iii) the home must be sold subject to a LIP Deed Rider; and
- (iv) if there are more than one interested ineligible purchasers, preference will be given to any purchaser identified by DHCD as an appropriately-sized household whose income is more than 80% but less than 120% of the area median income.

Any sale by you to an Eligible Purchaser, or to an ineligible purchaser (as described in the LIP Deed Rider), is subject to the normal and customary terms for the sale of property, which are set forth in the LIP Deed Rider.

There is no commitment or guarantee that an Eligible Purchaser will purchase the LIP home, or that you will receive the Maximum Resale Price (or any other price) for your sale of the LIP home.

A sale or transfer of the home will not be valid unless (1) the total value of all consideration and payments of every kind given or paid by the selected purchaser do not exceed the Maximum Resale Price, and (2) the LIP Compliance Certificate that confirms that the sale or transfer was made in compliance with the requirements of the LIP Deed Rider is executed by the Monitoring Agents and recorded at the Registry of Deeds.

If you attempt to sell or transfer the home without complying with the LIP Deed Rider requirements, the Monitoring Agents may, among their other rights, void any contract for such sale or the sale itself.

Foreclosure

In the event that the holder of a mortgage delivers notice that it intends to commence foreclosure proceedings, the LIP Deed Rider gives the Municipality an option to purchase the home (or to designate another party to purchase the home) for a period of 120 days after notice of the Lender's intent to foreclose.

If this foreclosure purchase option is exercised, the purchase price will be the greater of (i) the amount of the outstanding balance of the loan secured by the mortgage, plus the outstanding balance of the loans secured by any mortgages senior in priority, up to the Maximum Resale Price as of the date the mortgage was granted, plus any future advances, accrued interest and/or reasonable costs and expenses that the mortgage holder is entitled to recover, or (ii) the Maximum Resale Price at the time of the foreclosure purchase option, except that in this case the Maximum Resale Price may be less than the purchase price noted on the Deed that is attached to the LIP Deed Rider. By accepting the terms of the LIP Deed Rider, you are agreeing that you will cooperate in executing the deed to the Municipality (or its designee) and any other required closing documents.

If the foreclosure purchase option has not been exercised within 120 days of delivery of the foreclosure notice to the Monitoring Agents, the mortgage holder may conduct a foreclosure sale. The mortgage holder or an ineligible purchaser may purchase the home at the foreclosure sale, subject to the LIP Deed Rider.

If the sale price at the foreclosure sale is greater than the purchase price that would have applied for the Municipality's foreclosure purchase option as described above, the excess will be paid to the Municipality. By accepting the terms of the LIP Deed Rider, you are agreeing to assign any rights and interest you may otherwise have in the balance of any foreclosure proceeds available after satisfaction of all obligations to the holder of the foreclosing mortgagee, for delivery to the Municipality.

There is no commitment or guarantee that the Municipality will exercise the foreclosure purchase option, or that your Lender will receive the Maximum Resale Price (or any other price) in any foreclosure sale of the LIP home. In addition, the foreclosing lender retains the right to pursue a deficiency against you.

Violation of Restriction Requirements

If you violate any of the Restriction terms, you will be in default and the Monitoring Agents may exercise the remedies set forth in the LIP Deed Rider.

If one or more of the Monitoring Agents brings an enforcement action against you and prevails, you will be responsible for all fees and expenses (including legal fees) for the Monitoring Agent(s). The Monitoring Agent(s) can assert a lien against the home to secure your obligation to pay those fees and expenses.

Acknowledgements

By signing below, I certify that I have read this Homeowner Disclosure Statement and understand the benefits and restrictions described. I further certify that I have read the LIP Deed Rider and understand the legal obligations that I undertake by signing that document.

I also certify that I have been advised to have an attorney review this document and the LIP Deed Rider with me.

Dated _____, 20____

Homeowner

Witness

Homeowner

Witness

**Local Initiative Program (LIP)
Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
617-573-1426**

**LOCAL INITIATIVE PROGRAM
CAPITAL IMPROVEMENTS POLICIES AND PROCEDURES**

Dear Local Initiative Program (LIP) Homeowner:

Capital improvements *must be approved by DHCD and the local community* in order to be considered and added to the resale price. DHCD defines capital improvement as a necessary maintenance improvement, not covered by a condominium or homeowner association fee, that if not done would compromise the structural integrity of the property. Examples of necessary capital improvements include the following:

New roof	Septic tank replacement
Exterior painting due to deterioration	Heating or plumbing replacement
Structural deficiencies such as termite or other pest damage, water damage, or other maintenance as required	The replacement of siding, shingles or clapboard due to damage or long-term wear
Replacement of windows due to damage or long-term wear and tear	Other improvements identified by the owner and reviewed by DHCD.
Appliance replacement (stove, dishwasher, refrigerator)	

Improvements such as the installation of outdoor decks, flooring (except in cases of replacement due to damage or long-term wear), additions, garages, landscaping, and other items identified by the owner that are upgraded or luxury improvements will *not be* considered capital improvements and cannot be added to the resale price when the property is sold.

If a condominium or homeowners' association has a special assessment, DHCD will take into consideration the cost to the homeowner on a case by case basis. Additional documentation may be requested.

At the time of resale, DHCD will determine the current value of the improvement based on the depreciation schedule. For example, if a new heating system is installed for \$5,000 and the owner sells the property 5 years later, the full \$5,000 will not be added to the resale price. As with market rate properties, the value of the heating system is the greatest when it is new and it depreciates over time.

To begin the review process, please mail the following information to DHCD and your local community:

A letter requesting approval for the cost of a capital improvement, including:

- a description of the work to be done
- an estimate of the cost
- an explanation of why the work is a capital improvement

If the request is approved, DHCD will require a copy of the paid invoice after the completion of the work. DHCD will consider the useful life of the improvement and prepare a depreciation schedule for the cost of the improvement.

Requests for capital improvements or questions can be directed to:

Rieko Hayashi
Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Division of Housing Development - LIP Program
617-573-1426
617-573-1330 (fax)
Email: rieko.hayashi@mass.gov

Please contact your town or city hall for information on who will review your request for approval of the cost of a capital improvement. You may inquire at the Board of Selectmen's office, the Housing Authority or the Planning Department.



Here's your chance to become a Homeowner!

Habitat for Humanity of Greater Lowell will be building a home at 365 Commonwealth Avenue in Concord, MA. The renovation of this home is scheduled to begin in the Fall of 2022 with an anticipated completion in the Fall of 2023. This home will include 2 Bedrooms and 1 ½ Bathrooms. The sales price will not exceed \$228,000. Estimated mortgage payments would be \$1,000-\$1,200/month for a 30 year mortgage including taxes, insurance and any condo fees. *Compare this to your rent!* Join us at one of the VIRTUAL information sessions below to learn how you can qualify to be the next Habitat homeowner!

Income Guidelines



Family Size	2022 Minimum Income (30% of AMI)	2022 Maximum Income (60% of AMI)
2	\$30,350	\$60,660
3	\$34,150	\$68,220
4	\$37,900	\$75,780
5	\$40,950	\$81,900
6	\$44,000	\$87,960

ALL INFORMATION SESSIONS -

TBD

Email or call:

Norma Wallace, HFHGL Community Outreach Coordinator
 at Outreach@lowellhabitat.org
 or 978-656-6591



We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, disability, marital status, national origin, age, ancestry, sexual orientation, gender identity, military status, source of income and genetic information.



¡Esta es su oportunidad de tener casa propia!

Habitat for Humanity of Greater Lowell construirá una casa en 365 Commonwealth Avenue en Concord, MA. La renovación de esta casa está programada para comenzar en el otoño de 2022 con una finalización anticipada en el otoño de 2023. Esta casa incluirá 2 habitaciones y 1 ½ baños. El precio de venta no excederá los \$228,000. Los pagos estimados de la hipoteca serían de \$ 1,000 a \$ 1,200 por mes para una hipoteca de 30 años, incluidos los impuestos, el seguro y las tarifas de condominio. ¡Compare esto con su alquiler! ¡Únase a nosotros en una de las siguientes sesiones de información VIRTUAL para saber cómo puede calificar para ser el próximo propietario de vivienda de Hábitat!



Tamaño de familia	Ingresos mínimos 2020 (30% de la mediana de ingresos)	Ingresos máximos 2020 (65% de la mediana de ingresos)
2	\$30,350	\$60,660
3	\$34,150	\$68,220
4	\$37,900	\$75,780
5	\$40,950	\$81,900
6	\$44,000	\$87,960

TODAS LAS REUNIONES INFORMATIVAS:

TBD

Escriba o llame a:

Norma Wallace, Directora de Alcance Comunitario de HFHGL

Envíe correo electrónico a Outreach@lowellhabitat.org

o llame al 978-656-6591



Estamos comprometidos con la letra y el espíritu de las políticas de EE.UU. para el logro de igualdad en el acceso a vivienda en cualquier lugar del país. Promovemos y apoyamos programas de publicidad y mercadeo positivos en los que no hay barreras en el acceso a vivienda por raza, color, religión, sexo, discapacidad, estado civil, origen nacional, edad, ascendencia, orientación sexual, identidad de género, estado militar, fuente de ingresos e información genética.

HABITAT FOR HUMANITY GREATER LOWELL BOARD RESOLUTION

The Board of Directors of Habitat for Humanity Greater Lowell (HFHGL) voted this 22nd Day of September, 2022 as follows:

ITS IS HEREBY RESOLVED THAT:

HFHGL's Executive Director, Kevin Fusco, is and has been authorized to sign any contract, agreement, permit, request for proposal, application or other such document to facilitate building a Habitat home on the property known as 365 Commonwealth Avenue, Concord, Massachusetts, said Habitat home to be identified as 367 Commonwealth Avenue, notwithstanding that any expenditure of funds over \$5,000 still requires two authorized signatures.

I hereby certify that this vote was taken and passed on September 22, 2022 by



Secretary of the HFHGL Board
Silvia Berrio



TOWN OF CONCORD
NATURAL RESOURCES COMMISSION
141 KEYES ROAD, CONCORD, MASSACHUSETTS 01742
TEL. (978) 318-3285 FAX (978) 318-3291

October 8, 2021

CERTIFIED MAIL

Rick Eifler
Concord Housing Authority
34 Everett Street
Concord MA 01742

Dear Mr. Eifler:

Enclosed please find an original Order of Conditions (the permit) for the project located at 365 Commonwealth Avenue, Concord, MA, DEP File #137-1568, approved by the Commissioners at the October 6, 2021 meeting of the Natural Resources Commission.

Before your project may begin, you will need to complete the following steps:

- **Record** the Order of Conditions at the Middlesex South Registry of Deeds, 208 Cambridge Street, East Cambridge, MA 02141, (617) 679-6300. The Registry will provide you with the recorded copy for your records.
- **Please provide the stamped copy to the Division of Natural Resources.**
- You may also mail the original copy to the Middlesex South Registry of Deeds to be recorded, along with the recording fee of \$105.00. **You will still need to provide a stamped copy to the Division of Natural Resources.**
- **Read** your entire Order of Conditions carefully and note all special requirements of the permit. The property owner is ultimately responsible for compliance with this permit. Please direct any questions you might have to our office.
- **Call** the office to arrange a pre-construction/erosion control inspection. **Work may not begin before this inspection.**

Please note there is a ten (10) business day appeal period that allows the opportunity to appeal the project to the Department of Environmental Protection (DEP). Should you proceed before the appeal period has elapsed, you do so at your own risk.

If you have any questions regarding any piece of this information, please do not hesitate to give our office a call at 978-318-3285.

Sincerely,

Karen Bockoven
Administrative Assistant

cc: Nathaniel Cataldo, Stamski and McNary (copy via email)

Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 5 - Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
 MassDEP File #:137-1568
 eDEP Transaction #:1314927
 City/Town:CONCORD

A. General Information

1. Conservation Commission **CONCORD**
2. Issuance a. OOC b. Amended OOC
3. Applicant Details
 a. First Name **RICK** b. Last Name **EIFLER**
 c. Organization **CONCORD HOUSING AUTHORITY**
 d. Mailing Address **34 EVERETT STREET**
 e. City/Town **CONCORD** f. State **MA** g. Zip Code **01742**
4. Property Owner
 a. First Name b. Last Name
 c. Organization **CONCORD HOUSING AUTHORITY**
 d. Mailing Address **34 EVERETT STREET**
 e. City/Town **CONCORD** f. State **MA** g. Zip Code **01742**
5. Project Location
 a. Street Address **365 COMMONWEALTH AVENUE**
 b. City/Town **CONCORD** c. Zip Code **01742**
 d. Assessors **8D** e. Parcel/Lot# **2156**
 Map/Plat#
 f. Latitude **42.46391N** g. Longitude **71.39783W**
6. Property recorded at the Registry of Deed for:

a. County	b. Certificate	c. Book	d. Page
SOUTHERN MIDDLESEX		36478	564
7. Dates
 a. Date NOI Filed : **5/26/2021** b. Date Public Hearing Closed: **10/6/2021** c. Date Of Issuance: **10/8/2021**
8. Final Approved Plans and Other Documents

a. Plan Title:	b. Plan Prepared by:	c. Plan Signed/Stamped by:	d. Revised Final Date:	e. Scale:
WETLAND PERMITTING PLAN	STAMSKI AND MCNARY, INC.	GEORGE DIMAKARAKOS, P.E.	OCTOBER 4, 2021	1 INCH=10 FEET

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act
 Following the review of the the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act.

Check all that apply:

- | | | |
|---|--|---|
| a. <input checked="" type="checkbox"/> Public Water Supply | b. <input checked="" type="checkbox"/> Land Containing Shellfish | c. <input checked="" type="checkbox"/> Prevention of Pollution |
| d. <input checked="" type="checkbox"/> Private Water Supply | e. <input checked="" type="checkbox"/> Fisheries | f. <input checked="" type="checkbox"/> Protection of Wildlife Habitat |
| g. <input checked="" type="checkbox"/> Ground Water Supply | h. <input checked="" type="checkbox"/> Storm Damage Prevention | i. <input checked="" type="checkbox"/> Flood Control |

Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

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2. Commission hereby finds the project, as proposed, is:

Approved subject to:

- a. The following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.

Denied because:

- b. The proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. The information submitted by the applicant is not sufficient to describe the site, the work or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**

- 3. Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310CMR10.02(1)(a). 53
a. linear feet

Inland Resource Area Impacts:(For Approvals Only):

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	<u> </u> a. linear feet	<u> </u> b. linear feet	<u> </u> c. linear feet	<u> </u> d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
6. <input type="checkbox"/> Land under Waterbodies and Waterways	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
	<u> </u> e. c/y dredged	<u> </u> f. c/y dredged		
7. <input type="checkbox"/> Bordering Land Subject to Flooding	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
Cubic Feet Flood Storage	<u> </u> e. cubic feet	<u> </u> f. cubic feet	<u> </u> g. cubic feet	<u> </u> h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	<u> </u> a. square feet	<u> </u> b. square feet		
Cubic Feet Flood Storage	<u> </u> c. cubic feet	<u> </u> d. cubic feet	<u> </u> e. cubic feet	<u> </u> f. cubic feet

Massachusetts Department of Environmental Protection
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Provided by MassDEP:
 MassDEP File #:137-1568
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9. Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet

Coastal Resource Area Impacts:

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. Land Under the Ocean	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. Coastal Beaches	a. square feet	b. square feet	c. c/y nourishment	d. c/y nourishment
14. Coastal Dunes	a. square feet	b. square feet	c. c/y nourishment	d. c/y nourishment
15. Coastal Banks	a. linear feet	b. linear feet		
16. Rocky Intertidal Shores	a. square feet	b. square feet		
17. Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. Fish Runs	Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	c. c/y dredged	d. c/y dredged		
21. Land Subject to Coastal Storm Flowage	a. square feet	b. square feet		

22.

Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

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City/Town:CONCORD

Restoration/Enhancement (For Approvals Only)

If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c & d or B.17.c & d above, please entered the additional amount here.

a. square feet of BVW

b. square feet of Salt Marsh

23.

Streams Crossing(s)

If the project involves Stream Crossings, please enter the number of new stream crossings/number of replacement stream crossings.

a. number of new stream crossings

b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. the work is a maintenance dredging project as provided for in the Act; or
 - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not exceed the issuance date of the original Final Order of Conditions.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work..
10. A sign shall be displayed at the site not less then two square feet or more than three square feet in size bearing the words,

Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 - Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
MassDEP File #:137-1568
eDEP Transaction #:1314927
City/Town:CONCORD

" Massachusetts Department of Environmental Protection"
[or 'MassDEP']
File Number : "137-1568"

11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before Mass DEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS

19. The work associated with this Order(the "Project") is (1) is not (2) subject to the Massachusetts Stormwater Standards. If the work is subject to Stormwater Standards, then the project is subject to the following conditions;
 - a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Construction General Permit as required by Stormwater Standard 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
 - b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that: *i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures; *ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is

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- fully stabilized; *iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10; *iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition; *v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.*) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.*) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.
- g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.

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- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions:

D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? Yes No

2. The Conservation Commission hereby (check one that applies):

a. DENIES the proposed work which cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw specifically:

1. Municipal Ordinance or Bylaw _____

2. Citation _____

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order or Conditions is issued. Which are necessary to comply with a municipal ordinance or bylaw:

b. APPROVES the proposed work, subject to the following additional conditions.

1. Municipal Ordinance or Bylaw CONCORD WETLANDS BYLAW

2. Citation ARTICLE 43 OF 2009 TOWN MEETING, AS AMENDED

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows:
SEE ATTACHED 365 COMMONWEALTH AVENUE SPECIAL CONDITIONS.

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E. Signatures

This Order is valid for three years from the date of issuance, unless otherwise specified pursuant to General Condition #4. If this is an Amended Order of Conditions, the Amended Order expires on the same date as the original Order of Conditions.

10/8/2021
1. Date of Original Order

Please indicate the number of members who will sign this form. This Order must be signed by a majority of the Conservation Commission.

5
2. Number of Signers

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

/Gary Kleiman/

/Edward Nardi/

Delia Kaye/Natural Resources Director,

Delia Kaye

/Sarah Grimwood/

duly authorized (Book 74404, Page 14)

/Nicholas Pappas/

by hand delivery on _____

by certified mail, return receipt requested, on _____

Date _____

Date 10/8/2021

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act

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(M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.

G. Recording Information

This Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

CONCORD
Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

CONCORD
Conservation Commission

Please be advised that the Order of Conditions for the Project at:

365 COMMONWEALTH AVENUE
Project Location

137-1568
MassDEP File Number

Has been recorded at the Registry of Deeds of:

County	Book	Page
--------	------	------

for:

Property Owner

and has been noted in the chain of title of the affected property in:

Book Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

**Massachusetts Department of Environmental
Protection**

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Signature of Applicant

Rev. 4/1/2010

Project Description: To remove existing pavement and construct a second single-family dwelling with associated utilities, deck, porch, paved driveway, and concrete walkway within the 100-foot Buffer Zone to Bordering Vegetated Wetlands.

Finding:

A) This Order is issued under the Massachusetts Wetlands Protection Act, M.G.L. Chapter 131, Section 40 and the Concord Wetlands Bylaw, Article 43 approved at 2009 Town Meeting, as amended.

Therefore, under the Order of Conditions issued under DEP File Number 137-1568, the Commission hereby finds that in addition to standard Conditions #1-20 above, the following special conditions are necessary in accordance with the Performance Standards set forth in the regulations to protect the interests checked above.

The Commission orders that all work shall be performed in accordance with said conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications or other proposals submitted with the Notice of Intent, the conditions shall control.

Special Conditions:

21. This Order shall be included by reference in all contracts, plans, and specifications dealing with any activity that is regulated by this Order, and that are created or modified after the issuance date of this Order. In the event of a conflict between this Order and any plans, contract documents, or specifications, the conditions in this Order shall control.
22. Prior to the commencement of any site work, with the exception of installing erosion and sedimentation controls, a preconstruction conference shall be held on site that includes the Applicant, General Contractor, Botanist, and Natural Resources staff. The Applicant shall notify the Natural Resources Division at least two weeks before project commences in order to schedule this preconstruction conference.
23. The Applicant shall work with the Natural Resources Director and Town Planner to select two suitable native trees to be planted on the bank of the pond.
24. Invasives species removal and native replanting efforts within jurisdictional areas shall be overseen by a qualified Botanist. The name and resume of the qualified professional shall be submitted to the Division at least two weeks prior to the pre-construction meeting. Annual reports shall be submitted by December 1st of each year that the Order is valid that details, at a minimum, the method(s) of invasive species removal, the timing and frequency of control, success of the control method(s), native replanting efforts, and anticipated follow-up. Pre- and post-mitigation photographs are recommended, but not required.
25. The Applicant shall commence mitigation measures, including but not limited to invasives species removal, during the first growing season following issuance of this Order. Once

invasives have been removed and the areas replanted, they shall be monitored by a qualified Botanist for a period of two consecutive growing seasons. The Botanist shall prepare a written status report accompanied by photographs of the restoration areas to be submitted annually to the Natural Resources Division at the end of each growing season, and no later than December 1st, each year. These reports shall clearly and comprehensively describe Buffer Zone restoration conditions, including, but not limited to, means and methods of invasive species removal and replanting, an inventory of planted species, the stability, health, growth, and vigor of the planted species, and any enhancement activities or remedial actions necessary to be undertaken for restoration success to ensure the restored Buffer Zone function is achieved. Dead plants shall be immediately replaced with the same or may be substituted with another suitable native species.

26. Invasives removal shall follow the “Invasive Species Management Program” dated August 15, 2021.
27. The Applicant shall install FENO markers or approved equivalent between maintained lawn and naturalized areas as shown on the approved plan. Markers shall be engraved with “NO MOWING BEYOND THIS POINT”. Markers shall be a minimum of ¾” in diameter and 24” long, aluminum inserts shall be a minimum of 2” in diameter. Maintenance of the FENO markers shall be in perpetuity, and recorded as an ongoing condition with the Certificate of Compliance.
28. This Order of Conditions shall apply to any successor in interest or successor in control of this property. The Natural Resources Commission (acting as the Conservation Commission) shall be notified in writing, at the time of such transfer, or any transfer in title for all or part of the property that occurs prior to the issuance of the Certificate of Compliance. Prior to any transfer of title the Order of Conditions shall be filed at the Registry of Deeds. A lack of such required written notification to the Natural Resources Commission may delay the issuance of the Certificate of Compliance.
29. The erosion control barrier shall include silt fence and be installed as proposed on the approved plan. Any slash vegetation cut to install the erosion controls shall be removed and not placed within wetland resource areas. The erosion barrier shall define the limit of work, including prohibiting unauthorized removal or cutting of vegetation within the 100-foot wetland buffer.
30. All proper erosion and sedimentation control measures shall be taken during and after construction to insure that no sedimentation will occur to downgradient wetland resource areas. The applicant shall be responsible for the establishment of permanent erosion control on all slopes within jurisdictional areas using, but not limited to, erosion control blankets and permanent vegetative cover.
31. Trees scarred by equipment shall be attended to properly and promptly. In landscaping the finish grade, trunks of trees shall not be covered with more than two inches of soil.
32. All fill and/or mulch incorporated into the site must be clean, debris free and devoid of invasive plants or their parts or seeds.

33. All stockpiling and staging shall occur outside the 50-foot No Build Zone unless an alternate location is approved in writing by the Natural Resources Director.
34. All construction materials, earth stockpiles, landscaping materials, slurry pits, waste products, refuse, debris, stumps, slash, or excavate may only be stockpiled or collected in areas as shown and labeled on the approved plan(s), or if no such areas are shown, must be placed or stored outside all areas subject to jurisdiction under the MA Wetlands Protection Act and the Concord Wetlands Bylaw under cover and surrounded by a double-staked row of straw bales to prevent runoff. If sedimentation reaches a resource area, the Applicant or Contractor shall immediately notify the Natural Resources Division at 978.318.3285.
35. Any damage to any wetland resource areas protected under the MA Wetlands Protection Act (M.G.L. c.131 s.40) and/or the Town of Concord Wetlands Bylaw caused by this project shall be the responsibility of the Applicant to repair, restore and/or replace. Sedimentation or erosion into jurisdictional areas shall be considered damage to wetland resource areas.
36. If dewatering of areas is required, no discharge of water is allowed in areas subject to jurisdiction without the submittal of a dewatering plan to the Commission for approval.
37. Erosion controls shall not be removed until approved by the Natural Resources Division.
38. No trash dumpsters will be allowed within areas subject to protection under the MA Wetlands Protection Act or the Concord Wetlands Bylaw.
39. Machinery shall not be stored in the buffer zone. Machinery and delivery trucks shall be managed in a manner that does not result in damage to vegetation, create unnecessary soil compaction, or result in disturbance of sensitive areas.
40. All plantings must survive for at least two growing seasons or be replaced at the expense of the Applicant.
41. Non-native invasive species shall be removed and replanted with native species as shown on the approved plan.
42. The site shall be monitored for three growing years to ensure that invasive species do not recolonize. Any reemerging invasive species shall be removed by hand.
43. At the end of the third growing season, a written report shall be submitted that details, at a minimum, the method(s) of invasive species removal, the timing and frequency of control, success of the control method(s), and anticipated follow-up efforts.
44. All construction shall comply with Title V Commonwealth of Massachusetts Environmental Code, Minimum Requirements for the Subsurface Disposal of Sanitary Sewage, and the Town of Concord, Board of Health Regulations.

45. All drainage structures shall be installed and be maintained on a regular basis so as to function properly for their intended purposes. Any catch basins with sumps shall be cleaned a minimum of twice a year including at least once in the spring and once in the fall.
46. All maintenance conditions specified in this Order shall be ongoing and shall not expire at the end of the project construction or with the issuance with the Certificate of Compliance. It shall be the responsibility of the property owner to see that the maintenance conditions are complied with as required.
47. Storage, use and disposal of any "Hazardous Material" during and following construction shall comply with the Town of Concord Groundwater Protection Bylaw as approved under Article 42 of the 1981 Town Meeting.
48. The Commission shall be notified at least five (5) working days prior to the start of any site work or related construction.
49. Neither oil nor sodium chloride shall be used during or after construction for the control of dust or snow and ice within areas of jurisdiction.
50. No underground sprinkler systems shall be installed within the 100-foot buffer zone without further application and approval pursuant to the MA Wetlands Protection Act, MGL Ch. 131, §40. Any proposed use of an underground sprinkler system shall have an automatic storm detector system.
51. Proposed use of herbicides, pesticides, or fertilizers within jurisdictional areas shall be reviewed and approved by the Natural Resources Commission or its agent prior to application.
52. The Applicant shall acquire and maintain, in full force and effect, all other permits and approvals required for the proposed construction.
53. A copy of the Order of Conditions, as well as the approved plan, shall be readily available onsite in a water tight box affixed to a sign bearing the DEP file number (not nailed to a tree) while activities regulated by this Order are being performed and until the issuance of the Certificate of Compliance. Copies of this document shall be provided to all contractors and subcontractors who shall also be held responsible for compliance with this Order.
54. Site clearing and any construction debris shall be promptly removed from the site in accordance with all applicable laws and regulations.
55. No fuels or other potential liquid contaminants shall be stored, at any time, within jurisdictional areas.

56. The Applicant shall furnish to the Natural Resources Director such written and oral reports as the Director may, from time to time, request demonstrating compliance with this Order of Conditions. Without request, the Applicant shall immediately notify the Director if any violation of this Order of Condition occurs.
57. During all phases of construction, all disturbed or exposed soil surfaces shall be brought to final finished grade and stabilized within thirty (30) days. Bare ground that cannot be permanently stabilized within thirty (30) days shall be loamed and seeded or stabilized with mulch or any other protective covering and/or method approved by the Natural Resources Director.
58. The work authorized hereunder shall be completed within three years from the date of this Order (please refer to General Conditions #4 & #5 for exceptions). This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. Your Order expires on **October 8, 2024**.
59. Upon completion of the project, the Applicant shall request a Certificate of Compliance (WPA Form 8A) from the Commission and shall submit the following information with the request:
- a. A written statement prepared and signed by a registered Professional Engineer or Professional Land Surveyor registered in the Commonwealth of Massachusetts certifying compliance with the approved plans referenced above and this Order of Conditions and setting forth deviations, if any exist;
 - b. An as built site plan prepared and stamped by a registered Professional Engineer or Professional Land Surveyor in the Commonwealth of Massachusetts showing the location and grades of the project, including, but not limited to: the single-family dwelling with associated utilities, deck, porch, paved driveway, concrete walkway, Feno markers, and topography shown in 1-foot contours. The as-built plan shall also include all wetland flags, the 100-foot Buffer Zone, 50-foot No Build Zone, and 25-foot No Disturb Zone, and the date of the survey.



TOWN OF CONCORD

BUILDING DEPARTMENT AND ZONING ENFORCEMENT

141 KEYES ROAD

CONCORD, MASSACHUSETTS 01742

(978) 318-3280

Richard Eifler
Concord Housing Authority
34 Everett Street
Concord, MA 01742

Re: 365 Commonwealth Ave PRD Special Permit Amendment Request

Dear Mr. Eifler,

This letter is in response to your request for an amendment to the Planned Residential Development Special Permit for 365 Commonwealth Avenue.

You state that the request is due to the excessive cost of building with public funds and the need for the Concord Housing Authority (CHA) to transfer the rights to construct and sell the proposed new dwelling to Habitat for Humanity of Greater Lowell. Unfortunately, a portion of the proposed dwelling, as approved, sits on a portion of the property that is deed restricted to public housing, necessitating modifications to the location and configuration of the proposed dwelling to fit entirely onto the portion of the property that was gifted from the Town to the CHA with no such restriction.

The proposed modifications to the approved plans are as follows:

1. The proposed dwelling has been relocated approximately 15 feet to the north and now aligns with the back of the existing dwelling.
2. The square footage of the proposed dwelling has been reduced from 1,072 s.f. to 1,030 s.f.
3. The front entry has been reconfigured and stairs have been added to the back deck.

The height of the proposed dwelling and the ground coverage is unchanged.

I have determined that these minor modifications are in substantial conformance with the Zoning Board of Appeals Special Permit Decision dated November 4, 2021 and recorded with the South Middlesex Registry of Deeds in Book 79487, Page 306. Approval is based on the following plans prepared for Concord Housing Authority:

Andrew M. Brockway & Associates, 209 Parker Street, Acton, MA

- a. Floor and Roof Plans, A1-01, revised on June 27, 2022

- b. Elevations, A2-01, revised on June 27, 2022
- c. Existing & New Street front Plans & Elevations, A2-02, revised June 27, 2022

Stamski & McNary, Inc., 1000 Main Street, Acton, MA

- d. Site Plan, revised June 30, 2022

I would like to point out the following items that you and Habitat will have to take into consideration as you move forward with the project:

- 1) The shifting the proposed dwelling further over will require modifications to the proposed overhead electrical connection due to the distance from the pole across the street to the point of connection on the house. You should reach out to CMLP Engineering to determine what modification may be required.
- 2) The revised Site Plan shows the proposed water line extending from the street under the walkway and the front porch of the proposed dwelling. You should reach out to the Public Works Water/Sewer Division to determine if this needs to be modified.
- 3) With the proposed dwelling now being owned by Habitat, in order for this unit to be in compliance with Condition #2, an acceptable affordable deed rider will be required to be recorded with the Middlesex South Registry of Deeds prior to the issuance of a final certificate of occupancy.

The Town of Concord looks forward to working with you and Habitat for Humanity on this community project. Please let me know if you have any questions or need clarification on anything.

Sincerely,
Paul Creedon
Acting Building Commissioner

cc: Kerry Lefluer, Town Manager
Elizabeth Hughes, Town Planner
Jennifer Polito, Concord Housing Authority Director
Kevin Fusco, Executive Director, Habitat for Humanity of Greater Lowell

LICENSE AND DEVELOPMENT AGREEMENT

Property: 365 Commonwealth Avenue, Concord, Massachusetts

This License and Development Agreement (this “Agreement”) is dated as of September __, 2022 by and between **the CONCORD HOUSING AUTHORITY**, a public body politic and corporate organized under M.G.L. c. 121B, having an address at 34 Everett Street, Concord, Massachusetts 01742, (“Grantor”) and **HABITAT FOR HUMANITY OF GREATER LOWELL**, a Massachusetts corporation, having an address of 68 Tadmuck Rd, Unit 1, Westford MA 01886 (“Grantee”).

RECITALS:

WHEREAS, Grantor is the owner of the property located at 365 Commonwealth Avenue, Concord, Massachusetts (the “Property”); and

WHEREAS, Grantor has accepted a proposal from Grantee to develop a portion of the Property as a single family residence (the “HFH Unit”) and related improvements in accordance with the plans and specifications set forth on Exhibit A (the “Approved Design”) and sell the HFH Unit to a family earning less than 80% of the area median income (the “Project”); and

WHEREAS, upon Grantee’s receipt of a certificate of occupancy for the HFH Unit, the Grantor intends to declare the Property as a two unit condominium (the “Condominium”) including the existing single family residence as one unit (the “CHA Unit”) and the HFH Unit as the second unit (“the “HFH Unit”) and convey the HFH Unit to the Grantee; and

WHEREAS, Grantee desires to complete the Project as early as possible and prior to the establishment of the Condominium; and

WHEREAS, Grantor is willing to grant to Grantee a license to allow the Grantee to perform construction work prior to the conveyance of HFH Unit, according to the terms set forth herein; and

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

1. The Commencement Date is the day immediately following the date Grantee provides evidence of required insurance as provided in Paragraph 5, below.
2. Grantor shall allow the Grantee access to the Property no later than 8:00am on the Commencement Date to complete the Project and such access will cease at 5:00pm on October 1, 2023 (the “Termination Date”) except as otherwise agreed in writing by the parties.

3. The Grantee shall use diligent efforts to complete the Project prior to the Termination Date in good and workmanlike fashion, in accordance with the Approved Design and in compliance with all applicable laws and regulations and shall not interfere with the quiet enjoyment of any tenant of the CHA Unit.

4. The Grantee shall hold harmless and indemnify the Grantor and any tenants of the CHA Unit from any and all costs and claims related to, or arising from, this Agreement or from the performance or failure of performance by the Grantee of any and all aspects of the Project, regardless of the nature of the damage or injury, including, but not limited to, personal injury, property damage, regulatory fines or assessments, and costs and expenses including attorneys and other professional fees incurred by the Grantor to complete or correct the Project, or to enforce its right to indemnity hereunder.

5. The Grantee shall maintain and cause any contractor entering the Property to maintain liability insurance in the amount of \$1million and shall cause the Grantor to be named an additional insured on such policy. The Grantee shall provide the Grantor with a certificate of insurance confirming its compliance with this paragraph prior to commencing the Project.

6. Upon receipt of a certificate of occupancy for the HFH Unit, the parties shall work in good faith to approve the form of the Master Deed, Bylaws and plans for the Condominium (the "Condominium Documents") and the form of Deed and Deed Rider for the HFH Unit to ensure that the HFH Unit is included in the SHI for the Commonwealth.

7. Upon finalization of the Condominium Documents, Deed and Deed Rider, the Grantor shall convey good and clear, record and marketable title to the HFH Unit subject to encumbrances existing on the date hereof and any encumbrances resulting from the Project.

8. The consideration for the sale of the HFH Unit shall be One Dollar subject to customary closing adjustments.

9. The obligations of the Grantee as set forth herein shall survive the termination of this Agreement.

10. The provisions of this Agreement shall be governed by Massachusetts law.

[Signatures on Next Page]

GRANTOR:

CONCORD HOUSING AUTHORITY, a public body
politic and corporate organized under M.G.L. c. 121B

By: Jennifer Polito
Name:
Title: Jennifer Polito
Executive Director

GRANTEE:

**HABITAT FOR HUMANITY OF GREATER
LOWELL**, a Massachusetts corporation

By: [Signature]
Name: Kevin A. Fusco
Title: Executive Director, Habitat
for Humanity of Greater Lowell

2023 Special Town Meeting and Town Election Calendar

As of October 6, 2022

Town Election Schedule

Tuesday, November 8, 2022	State Election
Monday, January 30, 2023	Town Caucus
Friday, February 3, 2023	Select Board approves proponent/opponent statements from Town Counsel
Thursday, February 16, 2023	Mailing of Special Town Election ballot information
Friday, February 24, 2023	Special Town Election
Wednesday, March 18, 2023	Voter Registration Deadline for Annual Town Election
Tuesday, March 28, 2023	Annual Town Election

Special Town Meeting Schedule

Monday, October 17, 2022, 6:30PM	Warrant Opens
Friday, October 28, 2022, at 12:30PM at 3:00PM	Warrant Closes Warrant Review Meeting with Town Counsel
Monday, October 31, 2022, time TBD	Select Board Meeting: vote order of Warrant Articles
Wednesday, November 2, 2022	Deadline to submit Warrant to the printer
Thursday, November 3, 2022, 7:00PM	Joint Meeting of the Finance Committee and Concord Middle School Building Committee
Saturday, November 12, 2022	Warrant Posted and Mailed to Households
Thursday, November 17, 2022, 7:00PM	Finance Committee Public Hearing [to be confirmed with FinCom] [If inclement weather, by Zoom only]
Thursday, December 8, 2022, 10PM	Deadline for FinCom to submit report to the Town Manager's Office, including SB and FinCom Recommendations on Articles
Monday, December 12, 2022	Deadline to submit Finance Committee report to Printer
Monday, December 19, 2022	FinCom Report mailed to households
Monday, January 9, 2023 At 5PM	Voter Registration Deadline for Special Town Meeting Deadline for submission of draft Motions

Tuesday, January 10, 2023, 10AM	Motions Review Meeting with Town Counsel
Thursday, January 12, 2023, Time TBD	Moderator's Town Meeting Coordination Meeting (All Article Sponsors and Town Meeting Coordinator)
Friday, January 13, 2023 at 4PM	Moderator's Staff Meeting
at 5PM	Deadline to submit PowerPoint Presentations and Paper Handouts for review and approval (submit to TMSubmissions@concordma.gov)
Tuesday, January 17, 2023, 10AM	Motions posted
Thursday, January 19, 2023 at 7PM	Special Town Meeting at Concord Carlisle High School Select Board votes the special election language immediately following Special Town Meeting Subsequent Additional Days as needed to conclude Annual Town Meeting
Friday, January 20, 2023 at 7PM	Snow Date for Special Town Meeting

Relevant Holidays

November 11, 2022	Veterans' Day
November 24-25, 2022	Thanksgiving
December 18-26, 2022	Hanukkah
Sunday, December 25, 2022	Christmas Day
Sunday, January 1, 2023	New Year's Day
Monday, January 16, 2023	Martin Luther King, Jr. Day

[Email from Town Planner Elizabeth Hughes, Oct. 4, 2022, 12:24PM]

“Below is an email from Senior Planner Ann Clifford that was sent to Select Board liaison to the Historical Commission and the Town Manager regarding the application for a Special Permit to allow the construction of the garage/office that is currently before the Zoning Board of Appeals. The applicant went before the Historical Commission to get their review and approval as specified in the Historic Preservation Restriction on the property for 309 and 317 Garfield Road. Because the Restriction states that the Town has to approve this proposed project, the ZBA directed the applicant to get approval from the Select Board, acting as the Town under the Restriction.”

[Email from Senior Planner Ann Clifford, Sept. 21, 2022, 12:36pm]

Good afternoon,

It is my understanding that the Select Board will be reviewing a proposed new structure at 309/317 Garfield Road, which is a property subject to Preservation Restrictions held by the Town of Concord. (See attached.)

This email is simply to inform you that the Concord Historical Commission reviewed the proposed design at their meeting on August 11, 2022 and voted to approve the drawings as presented. Discussion focused on the height of the proposed structure, which is lower than the house. One commissioner stated that the proposed new structure would be compatible with the historic building and in keeping with preservation goals.

Sincerely,

Ann

PS. Relevant sections of the attached Preservation Restriction are as follows:

Prohibited Activities. The following activities are expressly prohibited, except as expressly provided in this Restriction or otherwise authorized by the Town:New construction at the Premises that is inconsistent with the Baseline Documentation or the Buildings' preservation values.

Garages, Sheds and Outbuildings. Nothing herein shall prevent the Grantor from constructing garages, sheds and other outbuildings on the Premises, provided that any such garage, shed or outbuilding does not impair the Buildings' preservation values, and shall be subject to the approval of the Town prior to construction, which approval shall not be unreasonably withheld or delayed.

Michael Carucci
Marisela Marrero

309 Garfield Road,
Concord MA 01742

August 17, 2022

The Select Board
Town of Concord
Concord, MA

The Select Board,

Under Section 3 of the Historic Preservation Restriction we, the Owners of 309 Garfield Road, request approval from the select board to construct a two-car garage with an office above. 309 Garfield Road was originally the guest house of 317 Garfield Road. It was created as a separate residence in 2022 and consists of a single family residence on a 21,886 square feet lot. The living area of the residence is 1,380 square feet.

The proposed garage square footage is 692 square feet and the second floor office is 525 square feet for a total square footage of 1,217 square feet. The residence is a beautiful, historic residence and we did not want to alter the original structure in any way. We placed the garage across the access road and opposite the existing driveway as a separate structure. The materials will all match the existing structure.

When we first laid eyes on this property, we were immediately enamored with it. Not only was the property stunning, but it also happened to be designed by one of the most prominent architects-Thomas Mott Shaw. His influence, which came from the Cotswolds England, is precisely what gives this property its unique bucolic and serene style. We call this home our oasis and it has become a source of inspiration for both of us. What's more, is the fact that Michael and I have had the privilege of getting to know Doris Kearns Goodwin, and this has now added a distinctive element making our carriage house truly inimitable.

We presented this plan to the Historic Commission on Thursday, August 11th , and there was a unanimous vote in favor of the project. We appreciate your time and consideration.

Sincerely,

Michael Carucci
Executive Vice President of Gibson Sotheby's International Realty

Marisela Marrero M.D.
President of St. Elizabeth's Medical Center and VP for Steward's Academic
and Quaternary Medicine

413

Affected Premises:

**317 Garfield Road
Concord, MA 01742**



Bk: 73612 Pg: 393 Doc: REST
Page: 1 of 41 11/07/2019 03:13 PM

HISTORIC PRESERVATION PLAN

Thomas Mott Shaw Estate

The parties to this Historic Preservation Plan (this "Plan") are Joyce M. Lawrence, of 317 Garfield Road, Concord, Massachusetts 01742 (with her successors and assigns, "Grantor"), and the Town of Concord (the "Town"), a Massachusetts municipal corporation with an address of 141 Keyes Road, Concord, Massachusetts 01742.

WHEREAS, Grantor is the owner in fee simple of a certain real property with improvements thereon located at 317 Garfield Road, Concord, MA 01742, known as the Thomas Mott Shaw Estate, listed on the National Register of Historic Places # 87001295, as more particularly described in a deed recorded with the Middlesex County Registry of Deeds (the "Registry") in Book 50340, Page 486, and as further described on Exhibit A, attached hereto and incorporated herein (the "Premises");

WHEREAS, the Premises are improved with two dwellings: the 2-1/2 story main house, and an accompanying carriage house (together, the "Buildings"), each of which is listed on the National Register of Historic Places; and

WHEREAS, Pursuant to Section 6.3.3 of the Concord Zoning Bylaw, the Concord Zoning Board of Appeals approved a Special Permit, dated February 22, 2018 and recorded with the Registry at Book 70756, Page 280, (the "Special Permit") for the division of land into two or more building lots so that one of the lots contains "reduced frontage, lot width, lot area and/or side and rear yard setback," provided that an historic structure remains on one of the subdivided lots, as further described in and subject to the terms and conditions of the Special Permit; and

WHEREAS, Grantor wishes to divide the Premises into two lots, at the same time preserving the two historic Buildings as contemplated by the Special Permit (the "Division"); and

WHEREAS, in connection with the approval of the Division, the Special Permit requires, and Grantor wishes to impose, certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection and preservation of the Buildings on the Premises in order to protect the architectural and historical integrity thereof; and

WHEREAS, the Buildings' preservation values are documented in a set of photographs, the National Register of Historic Places Registration Form, and the Massachusetts Historical Commission Form B, incorporated herein by reference (the "Baseline Documentation"), which

plan # 906 of 2019

the parties agree provide an accurate representation of the Buildings as of the effective date of this grant. Copies of the Baseline Documentation are attached hereto as Exhibit B.

WHEREAS, the preservation of the Buildings is important to the public for the enjoyment and appreciation of its cultural, architectural and historical heritage and will serve the public interest; and

WHEREAS, the Town is a government body interested in the preservation and conservation of sites, buildings, and objects of local, state and national significance in the Town of Concord and is authorized to accept preservation restrictions under Massachusetts General Laws, Chapter 184, Sections 31, 32, and 33 (the "Act"); and

WHEREAS, the Concord Historical Commission (the "Commission") is a governmental body whose purposes include the preservation and protection of buildings, structures, vessels, real property, documents or artifacts that are listed or eligible for listing on the state register of historic places or have been determined by the Commission to be significant in the history, archeology, architecture or culture of the Town.

NOW, THEREFORE, for good and valuable consideration, Grantor conveys to the Town the following restrictions which shall apply to the Premises and the Buildings in perpetuity, unless released pursuant to the provisions of the Act or pursuant to the provisions set forth herein. These restrictions are set forth so as to insure the preservation of the Buildings which contribute to the architectural and historical integrity of the Premises.

The terms of the Plan are as follows:

1. Historic Preservation Plan.

(a) Repair and Maintenance. Grantor, at its sole cost and expense, shall maintain and repair the Buildings and the Premises in a sound structural condition and in a manner consistent with the Baseline Documentation. The Town does not assume any obligation for maintaining, repairing or administering the Building or the Premises.

(b) Building Alterations. Except in the case of emergency to prevent further damage to the Buildings, which emergency work shall be subject to subsection (d), below, Grantor shall not make any material exterior structural or visual modification to the Buildings, nor any material modification to the footprint of the Buildings, without the prior express written approval of the Town, which approval may not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the following modifications to the Buildings, shall not be considered "material exterior structural or visual modifications" and shall not require the approval of the Town, so long as such modifications to the exterior of the Building are consistent with the Baseline Documentation and historical character of the Buildings, and that the Grantor uses in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being modified, for the purpose of

Grantor with written findings and rulings upon which denial was based and suggestions for modification or a written explanation for the Town's disapproval. Any failure by the Town to act within thirty (30) days of Grantor's written request for approval shall be deemed to constitute approval by the Town of the request as submitted and to permit Grantor to undertake the proposed activity in accordance with request submitted.

4. Inspection. The Town has the right to inspect the Premises on an annual basis to determine whether the Grantor is in compliance with the terms of this Plan. Prior to any such access, the Town shall provide the Grantor with at least fourteen (14) days' prior written notice to Grantor. The Town shall have the right, with its agents and representatives, to enter the Premises at reasonable times and in a reasonable manner for the sole purpose of inspecting the exterior of the Buildings to determine compliance with this Plan.

5. Legal Remedies of the Town. The Town may, after thirty (30) days' prior written notice to Grantor, seek all available legal and equitable remedies to enforce this Plan, including, without limitation, by injunction or other equitable or legal proceedings. The Town's rights hereunder shall include the right to require the Grantor at its cost to restore the Buildings to their original condition prior to the violation. Provided that a violation of this Plan is determined by a court of competent jurisdiction to have occurred, Grantor shall reimburse the Town all reasonable costs and expenses, including attorneys' fees and expert fees, incurred in enforcing this Plan. Nothing herein shall impose upon the Town any affirmative obligation or liability relating to the condition of the Premises. Failure by the Town to enforce any provision or condition set forth herein, or to exercise any rights hereby conveyed, shall not constitute a release or waiver of any such right or condition.

6. Assignment. The Town may, at its discretion without prior notice to Grantor, convey, assign or transfer this Plan to a unit of federal, state or local government or to a charitable corporation or trust that is a charitable corporation or trust qualified under the Act, whose purposes include preservation of buildings or sites of historical significance. The Town's rights under this Section 6, include, without limitation, the right, pursuant to M.G.L. c. 40 §8D, to delegate to the Commission the authority to administer this Plan on behalf of the Town, which delegation may be revoked by the Town at any time in its discretion.

7. Term of Plan; Binding Effect and Release.

(a) The obligations imposed by this Plan shall be deemed to run as a perpetual binding servitude with the Premises. Grantor agrees that this Plan shall be considered an "other restriction held by a governmental body," as that term is used in G.L. c. 184, §26, and thus not subject to the limitations on the enforceability of restrictions in G.L. c. 184, §§26-30.

(b) This Plan shall extend to and be binding upon Grantor, the Town and the Commission, their respective successors in interest and all persons hereafter claiming under or through Grantor, the Town and the Commission, and the words "Grantor," "Town" and the "Commission" when used herein shall include all such persons. Any right, title, or interest herein granted to the Town or Commission also shall be deemed

granted to each successor and assign of the Town or Commission and each such following successor and assign thereof, and the words "Town" or "Commission" shall include all such successors and assigns.

(c) Anything contained herein to the contrary notwithstanding, a prior owner of the Premises shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Premises by reason of a bona fide transfer.

(d) The restrictions, stipulations, and covenants contained in this Plan shall be incorporated by Grantor, by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Premises or any part hereof, including by way of example and not limitation, a lease of all or a portion of the Premises, but excluding any lease with a term of fewer than ninety (90) days.

8. Written Notice. Any notice which either Grantor or the Town may desire or be required to give to the other party shall be in writing and shall be delivered to the addresses set forth above by one of the following methods: by overnight courier postage prepaid, facsimile transmission, registered or certified mail with return receipt requested, or hand delivery. Each party may change its address set forth herein by a notice to such effect to the other party.

9. Validity and Severability. The invalidity or unenforceability of any provision of this Plan shall not affect the validity or enforceability of any other provision of this Plan.

10. Notice from Government Authorities. Grantor shall deliver to the Town copies of any notice of violation or lien relating to the Premises received by Grantor from any government authority within ten (10) days of receipt by Grantor. Grantor shall use diligent efforts to remove any such lien or violation within thirty (30) days of such original notice and shall promptly provide the Town with evidence of Grantor's compliance.

11. Mortgage Subordination. The Premises are subject to a mortgage, recorded with the Registry at Book 50338, Page 1 (the "Mortgage"). Prior to recording this Plan, Grantor agrees to record a subordination agreement pursuant to which the Mortgage shall be subordinated to this Plan on commercially reasonable terms and conditions that do not adversely affect the purposes of this Plan. Grantor agrees not to enter into or permit any other mortgages, liens or leases affecting the Premises prior in right to this Plan. Nothing in this Section 11 shall preclude the Grantor from granting one or more mortgages upon the Premises, which mortgage(s) shall be subject to this Plan.

12. Amendment. If circumstances arise under which an amendment to or modification of this Plan would be appropriate, Grantor and the Town may by mutual written agreement jointly amend this Plan, provided that no amendment shall be made that will adversely affect the qualification of this Plan, the validity of this Plan under the Act or the status of the Town under any applicable law. Any such amendment shall be consistent with the preservation values of the Buildings and the purpose of this Plan, shall not permit any private inurement to any person or entity, and shall not adversely impact the overall architectural, cultural and historic values

protected by this Plan. Nothing in this shall require the Grantor or Town to agree to any amendment or negotiate regarding any amendment.

13. **Recordation.** Grantor shall record this Plan with the Registry promptly and provide the Town with a copy of the recorded Plan within fourteen (14) days of the execution hereof.

14. **Compliance.** No consent or permission granted by the Town under this Plan, whether express or implied, shall be deemed to waive Grantor's obligation to comply with applicable laws, bylaws, rules or regulations.

15. **Controlling Law.** The interpretation and performance of this Plan shall be governed by the laws of the Commonwealth of Massachusetts.

16. **Captions.** The captions in this instrument have been inserted solely for convenience of reference. They are not a part of this instrument and shall have no effect upon construction or interpretation.

17. **Insurance.** Grantor shall maintain property damage insurance, in the amount of at least One Million Dollars (\$1,000,000) for each of the Buildings, against loss from the perils commonly insured under standard fire and extended coverage policies. Grantor shall deliver to the Town, within ten (15) days of Town's written request therefor, certificates of such insurance coverage.

18. **Casualty.** In the event that the exterior of the Buildings or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify Town in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has been completed. No repairs or reconstruction of any type other than temporary emergency work to prevent further damage to the exterior of the Building and to protect public safety shall be undertaken by Grantor without Town's prior written approval of the work. Within thirty (30) days of the date of damage or destruction, if required by Town, Grantor at Grantor's expense shall submit to the Town a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and Town, which report shall include the following:

- (a) an assessment of the nature and extent of the damage to the exterior of the Buildings;
- (b) a determination of the feasibility of the restoration of the exterior of the Buildings and/or reconstruction of damaged or destroyed portions of the exterior of the Buildings; and
- (c) a report of such restoration and/or reconstruction work necessary to return the exterior of the Buildings to the condition existing at the date hereof, or if improvements have been made to the condition existing at the time of completion of said improvements.

If, after reviewing such report and assessing the availability of insurance proceeds referenced in Section 17, Grantor and the Town agree that the purpose of the Plan will be served by such restoration or reconstruction, Grantor and the Town shall establish a schedule under which Grantor shall complete the restoration or reconstruction of the exterior of the Buildings in accordance with plans and specifications consented to by the parties to at least the total of the casualty insurance proceeds available to the Grantor.

If, after reviewing the report and assessing the availability of the insurance proceeds referenced in Section 17, Grantor and the Town agree that restoration or reconstruction of the Buildings is impractical or impossible, or agree that the purpose of the Plan would not be served by such restoration or reconstruction, Grantor may, with prior written consent of the Town, alter, demolish, remove or raze the Building and/or construct new improvements on the Premises, and Grantor and the Town may agree to extinguish this Plan in accordance with the laws of the Commonwealth of Massachusetts.

If, after reviewing the report and assessing the availability of insurance proceeds referenced in Section 17, Grantor and the Town are unable to agree that the purpose of the Plan will or will not be served by such restoration or reconstruction, the matter may be referred by either party to binding arbitration.

Notwithstanding any other provision of this Section 18, the Grantor's obligation to restore the Buildings or any part thereof shall be limited to that work which can be completed using available insurance proceeds referenced in Section 17.

19. Indemnification. Grantor shall indemnify, defend and save the Town and its employees harmless and all those claiming by, under or through the Town from all claims, liability, loss, damage, cost or expense (including reasonable attorneys' fees) arising out of or in connection with Grantor's failure to comply with the terms and provisions of this Plan, excepting therefrom any such claims or losses that arise from the negligent act or omission of the Town, its employees, representatives or contractors.

[Signature Pages Follow]

retaining in good condition the appearance and construction of the exterior of the Buildings:

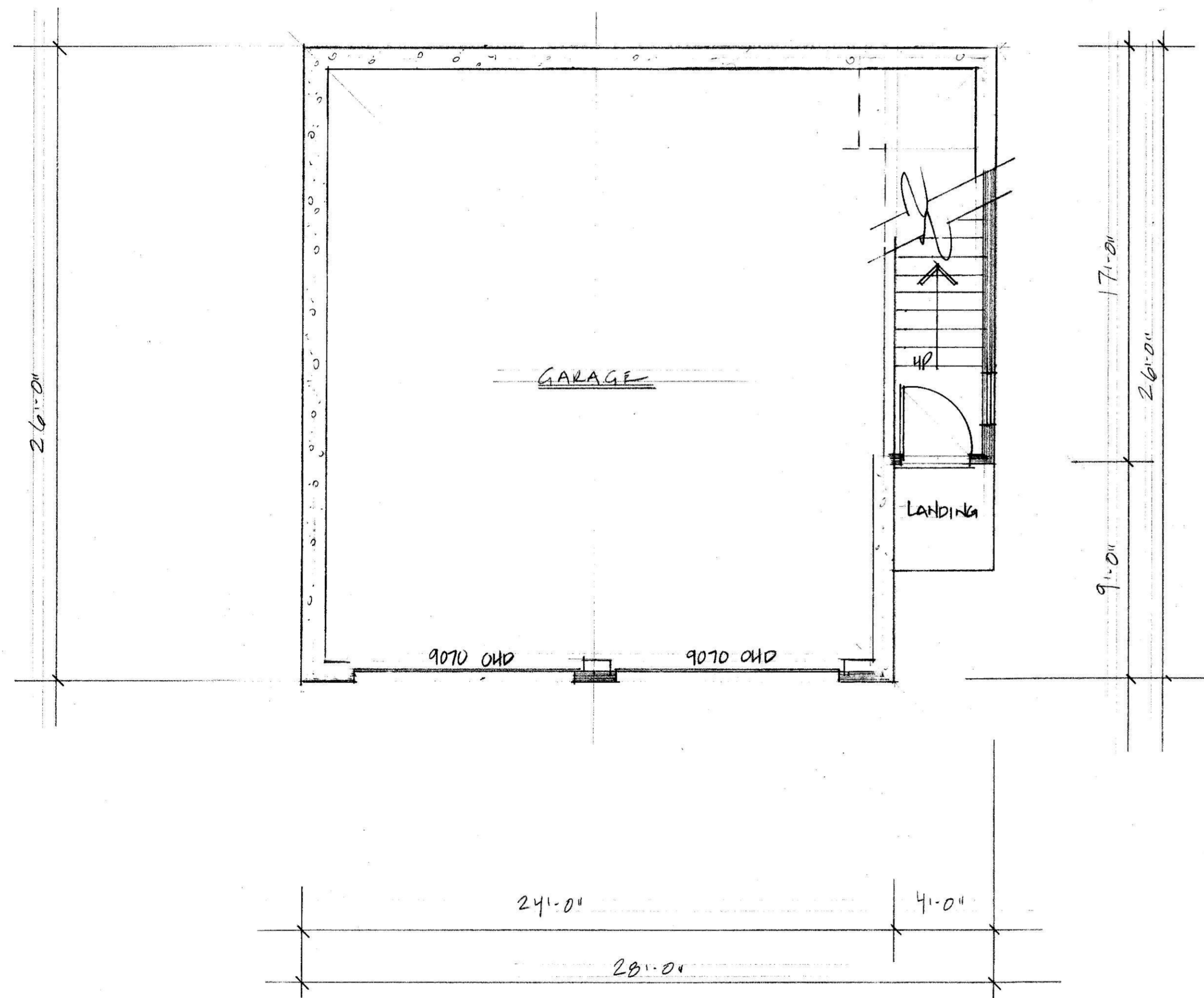
- (i) any exterior modification for which a building permit from the Town is not required;
 - (ii) repair or replacement of windows, gutters, or doors;
 - (iii) exterior paint modifications consistent with the requirements of this Section 1(a); and
 - (iv) exterior repair, replacement or modification of the foundations or footings of the Buildings which do not materially modify the footprint of the Buildings.
- (c) **Prohibited Activities.** The following activities are expressly prohibited, except as expressly provided in this Plan or otherwise authorized by the Town:

- (i) Alterations to the Buildings that are inconsistent with the requirements of Section 1(b), above;
- (ii) The dumping of ashes, trash, rubbish, or any other unsightly or offensive materials;
- (iii) Demolition or relocation of the Buildings; and
- (iv) New construction at the Premises that is inconsistent with the Baseline Documentation or the Buildings' preservation values.

(d) **Emergencies.** In a case of emergency necessitating work at or alterations to the Buildings or Premises otherwise prohibited by this Plan, Grantor shall promptly notify the Town in writing (but in no event later than seven (7) days after such emergency), such notification including what, if any, emergency work has been completed. No repairs or reconstruction of any type other than temporary emergency work to prevent further damage to the Buildings or to protect public safety shall be undertaken by Grantor without the Town's prior written approval. Any repairs or restoration work other than temporary emergency work shall be subject to the terms and provisions of Section 18, below.

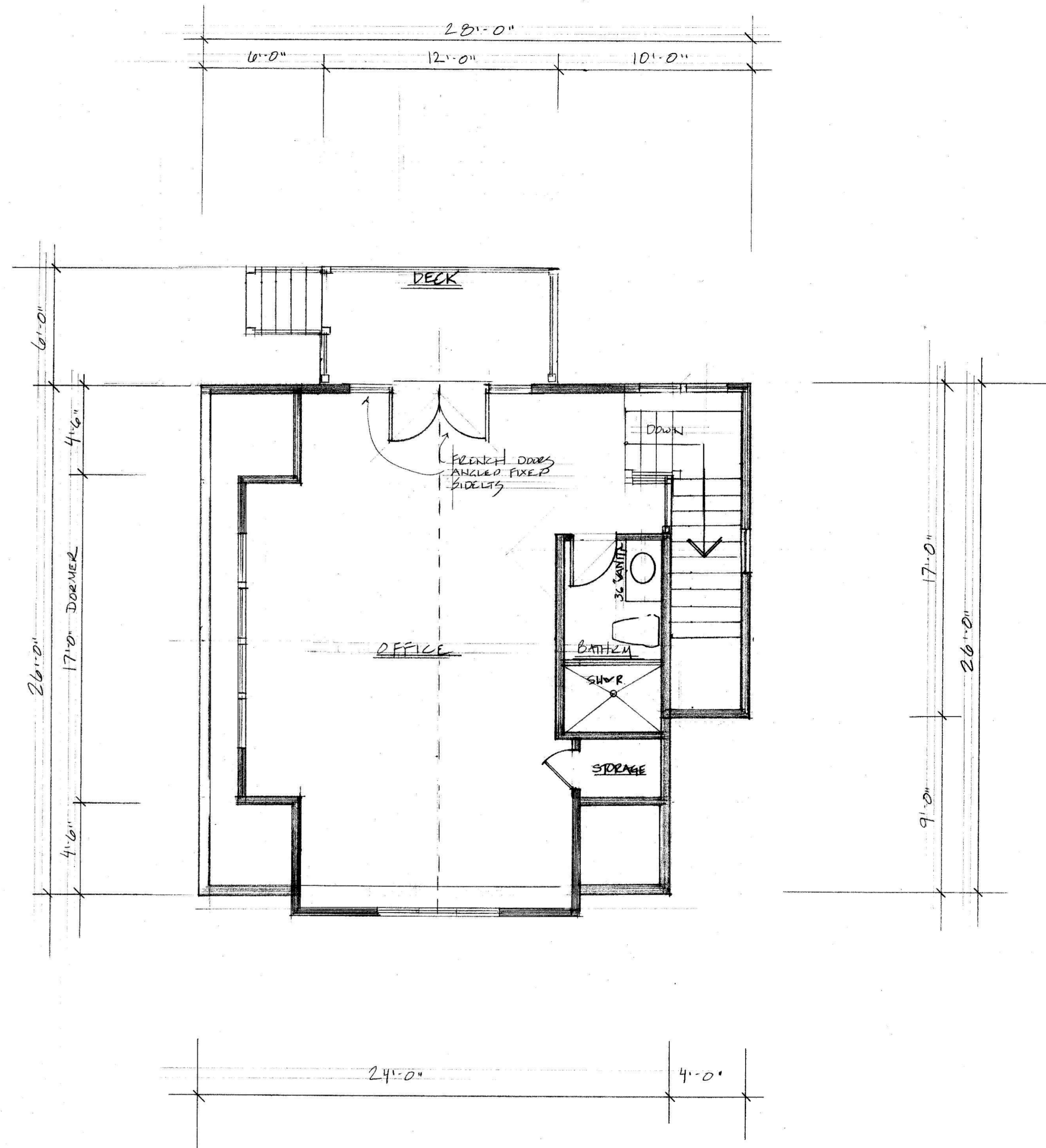
2. **Garages, Sheds and Outbuildings.** Nothing herein shall prevent the Grantor from constructing garages, sheds and other outbuildings on the Premises, provided that any such garage, shed or outbuilding does not impair the Buildings' preservation values, and shall be subject to the approval of the Town prior to construction, which approval shall not be unreasonably withheld or delayed.

3. **Review of Grantor's Requests for Approval.** Within thirty (30) days of written request for approval hereunder, the Town shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Town shall provide



FIRST FLOOR PLAN

692 ⌘



SECOND FLOOR PLAN

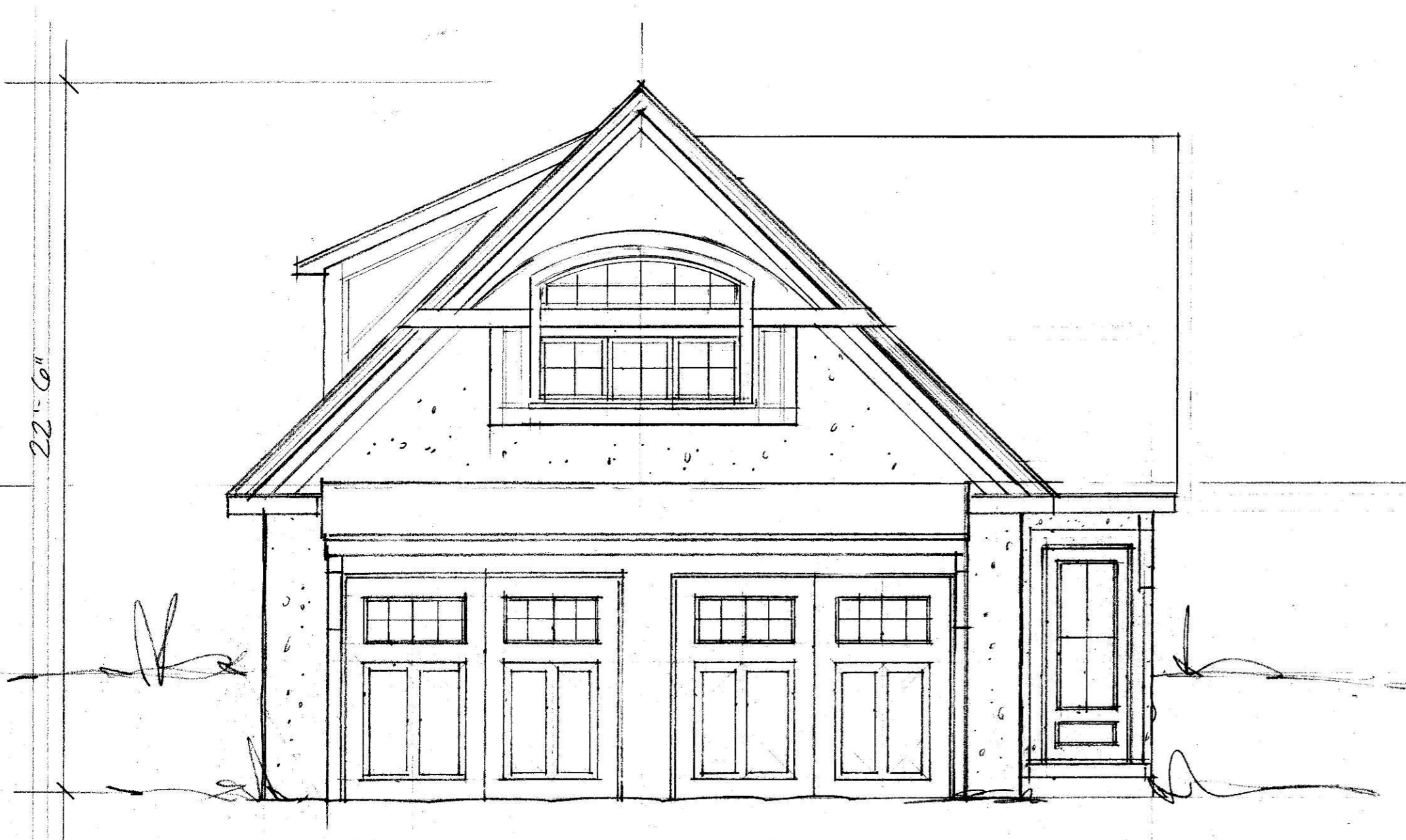
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REVISIONS	BY

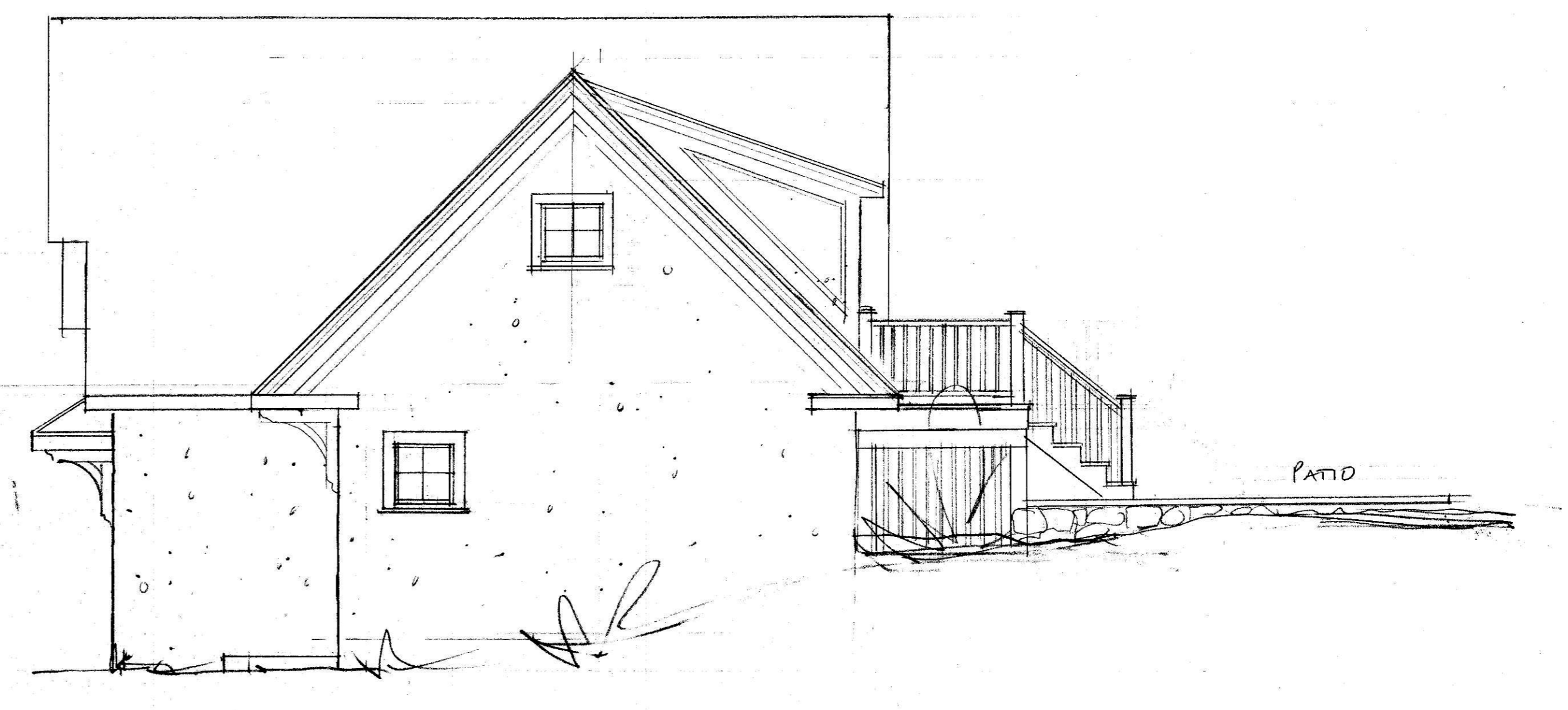
Elise Braceras Stone, Architects
 288 Old Marlboro Road, Concord MA
 01746
 (617) 306-6359
 elstone@comcast.net

CARUCCI RESIDENCE
 307 GARFIELD RD., CONCORD, MA
 GARAGE FLOOR PLANS

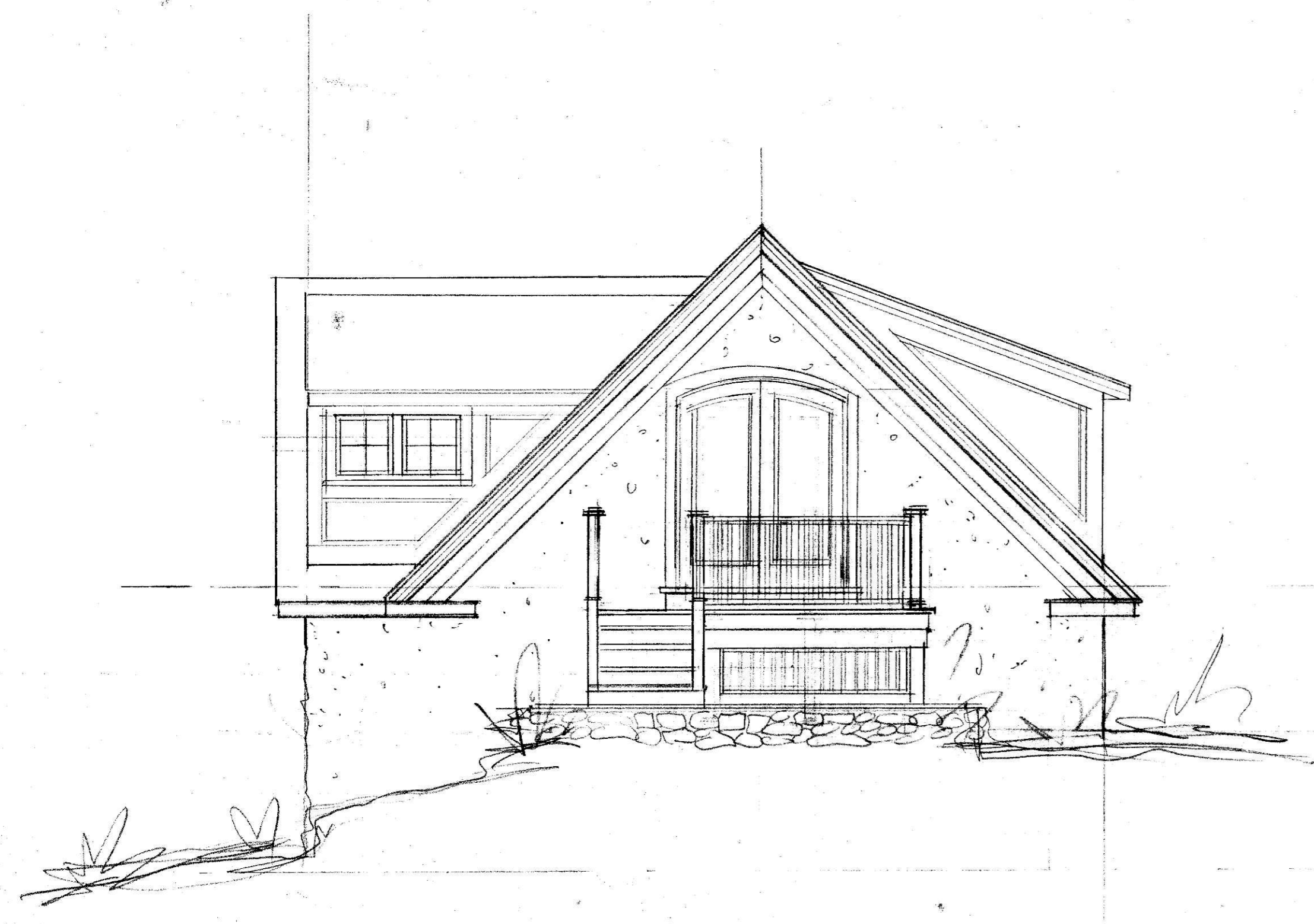
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DATE 6/1/22
SCALE 1/4" = 1'-0"
JOB NO.
SHEET A-1
OF SHEETS



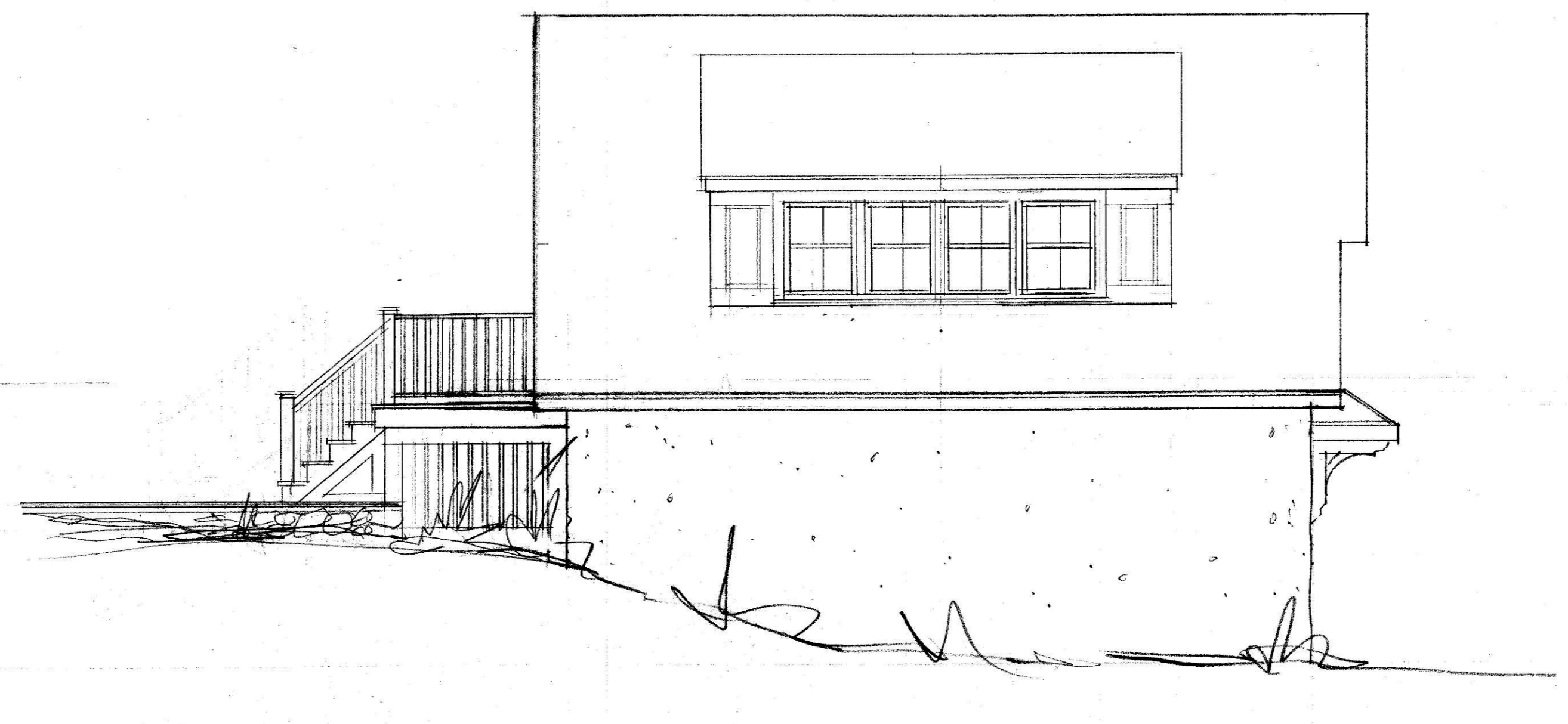
FRONT ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



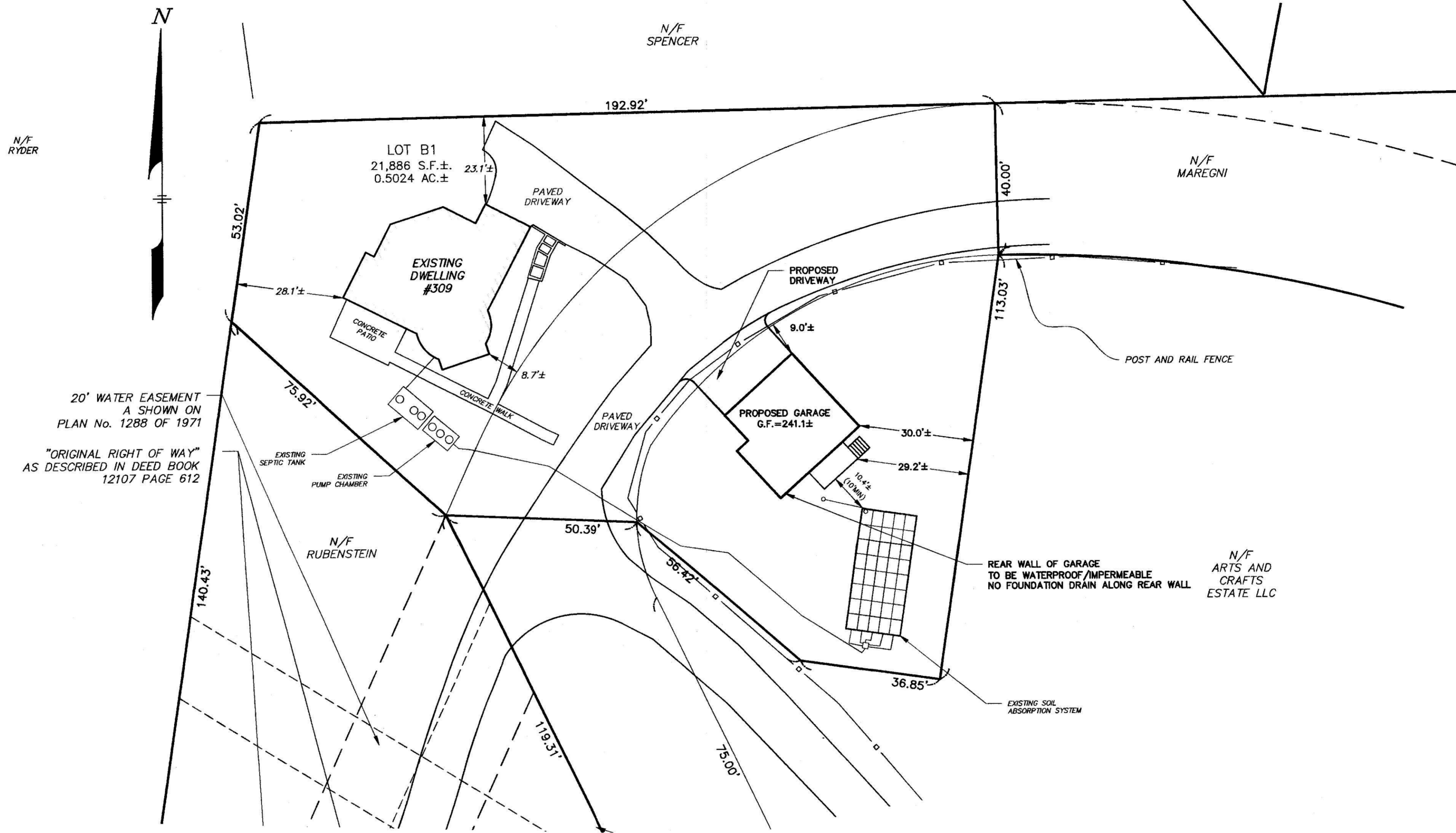
LEFT SIDE ELEVATION

REVISIONS	BY

Elise Braceras Stone, Architects
 288 Old Marlboro Road, Concord MA
 elstone@comcast.net
 (617) 306-6359

CARUCCI RESIDENCE
 309 GARFIELD RD., CONCORD, MA
 GARAGE ELEVATIONS

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DATE 6/1/22
SCALE 1/4" = 1'-0"
JOB NO.
SHEET A-2
OF SHEETS



UTILITY NOTE:

ALL UNDERGROUND UTILITIES SHOWN HERE WERE COMPILED ACCORDING TO AVAILABLE RECORD PLANS FROM VARIOUS UTILITY COMPANIES AND PUBLIC AGENCIES AND ARE APPROXIMATE ONLY. ACTUAL LOCATIONS MUST BE DETERMINED IN THE FIELD BEFORE DESIGNING, EXCAVATING, BLASTING, INSTALLING, BACKFILLING, GRADING, PAVEMENT RESTORATION OR REPAIRING. ALL UTILITY COMPANIES, PUBLIC AND PRIVATE, MUST BE CONTACTED INCLUDING THOSE IN CONTROL OF UTILITIES NOT SHOWN ON THIS PLAN. SEE CHAPTER 370, ACTS OF 1963 MASS. WE ASSUME NO RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES OMITTED OR INACCURATELY SHOWN. BEFORE PLANNING FUTURE CONNECTIONS THE APPROPRIATE PUBLIC UTILITY ENGINEERING DEPARTMENT MUST BE CONSULTED. DIG SAFE TELEPHONE No. 1-888-344-7233.

RECORD OWNER

MARISELA MARRERO
309 GARFIELD ROAD
CONCORD, MA

REFERENCE

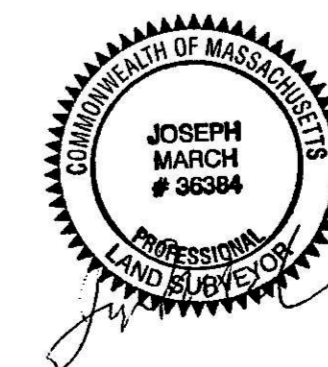
MIDDLESEX REGISTRY OF DEEDS
SOUTH DISTRICT
DEED BOOK 76595 PAGE 289
PLAN No. 906 OF 2019

ZONING DISTRICT

RESIDENCE AA

THE EXISTING DWELLING AND THE PROPOSED GARAGE ON THIS PROPERTY ARE LOCATED AS SHOWN AND ARE NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE AS SHOWN ON FLOOD INSURANCE RATE MAP; MIDDLESEX COUNTY, MASSACHUSETTS; MAP NUMBER 25017C0386 F DATED: JULY 7, 2014.

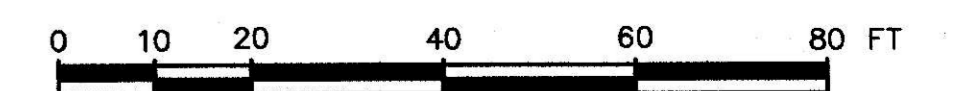
6/15/22 *Joseph March*
DATE REGISTERED PROFESSIONAL LAND SURVEYOR

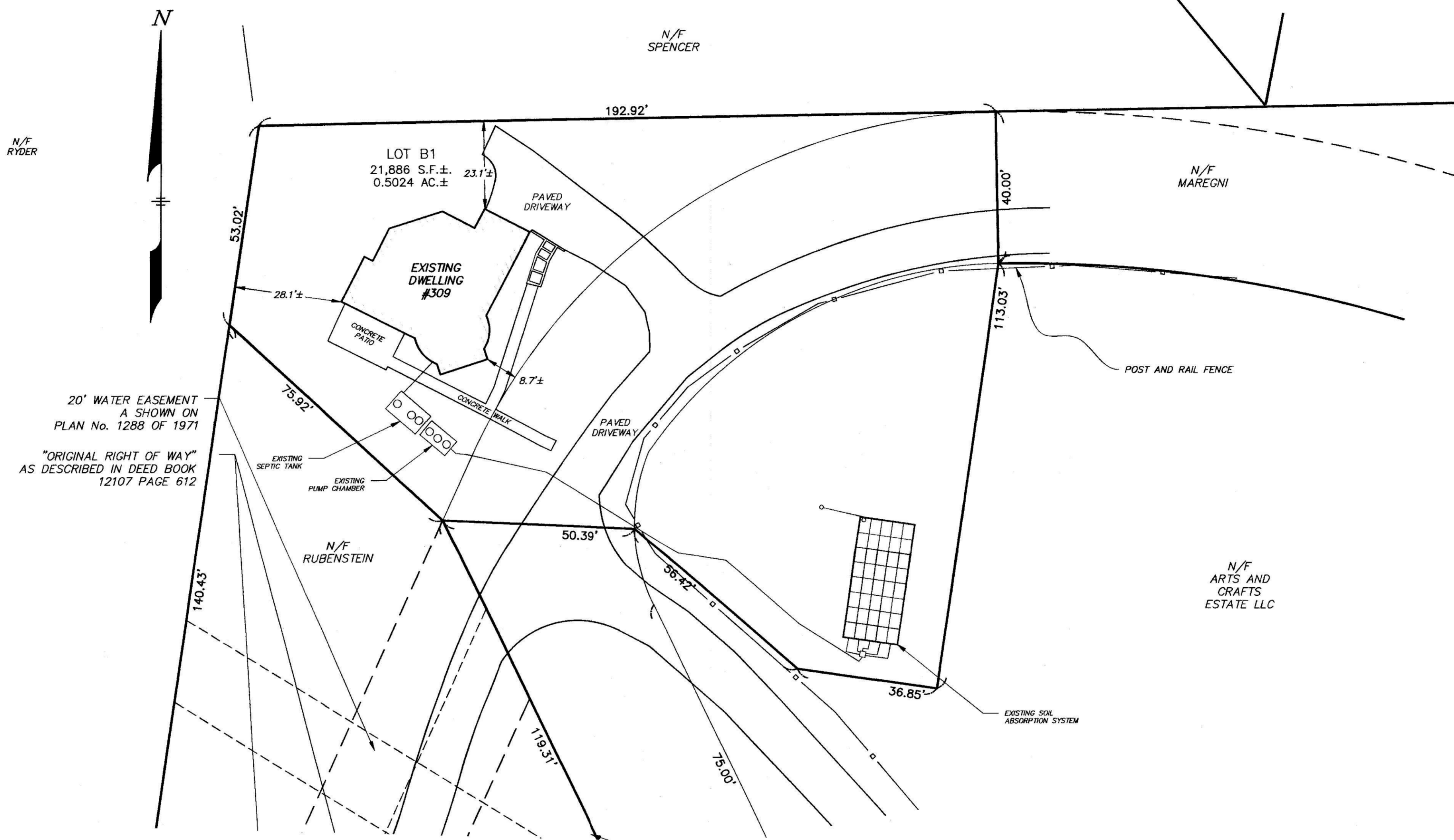


PROPOSED PLOT PLAN
IN
CONCORD, MASSACHUSETTS
(MIDDLESEX COUNTY)

FOR: CARUCCI
SCALE: 1"=20' JUNE 9, 2022

STAMSKI AND MCNARY, INC.
1000 MAIN STREET ACTON, MASSACHUSETTS
ENGINEERING - PLANNING - SURVEYING





UTILITY NOTE:

ALL UNDERGROUND UTILITIES SHOWN HERE WERE COMPILED ACCORDING TO AVAILABLE RECORD PLANS FROM VARIOUS UTILITY COMPANIES AND PUBLIC AGENCIES AND ARE APPROXIMATE ONLY. ACTUAL LOCATIONS MUST BE DETERMINED IN THE FIELD BEFORE DESIGNING, EXCAVATING, BLASTING, INSTALLING, BACKFILLING, GRADING, PAVEMENT RESTORATION OR REPAIRING. ALL UTILITY COMPANIES, PUBLIC AND PRIVATE, MUST BE CONTACTED INCLUDING THOSE IN CONTROL OF UTILITIES NOT SHOWN ON THIS PLAN. SEE CHAPTER 370, ACTS OF 1963 MASS. WE ASSUME NO RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES OMITTED OR INACCURATELY SHOWN. BEFORE PLANNING FUTURE CONNECTIONS THE APPROPRIATE PUBLIC UTILITY ENGINEERING DEPARTMENT MUST BE CONSULTED. DIG SAFE TELEPHONE No. 1-888-344-7233.

RECORD OWNER

MARISELA MARRERO
309 GARFIELD ROAD
CONCORD, MA

REFERENCE

MIDDLESEX REGISTRY OF DEEDS
SOUTH DISTRICT
DEED BOOK 76595 PAGE 289
PLAN No. 906 OF 2019

ZONING DISTRICT

RESIDENCE AA

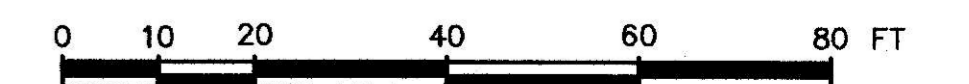
THE EXISTING DWELLING ON THIS PROPERTY IS LOCATED AS SHOWN AND IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE AS SHOWN ON FLOOD INSURANCE RATE MAP; MIDDLESEX COUNTY, MASSACHUSETTS; MAP NUMBER 25017C0386 F DATED: JULY 7, 2014.

6/15/22 *Joseph March*
DATE REGISTERED PROFESSIONAL LAND SURVEYOR

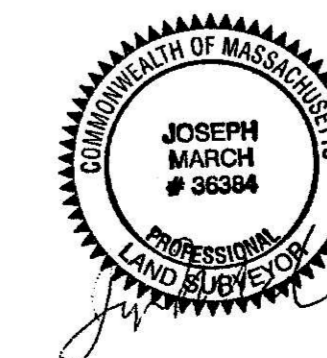
EXISTING CONDITIONS PLOT PLAN
IN
CONCORD, MASSACHUSETTS
(MIDDLESEX COUNTY)

FOR: CARUCCI
SCALE: 1"=20' JUNE 9, 2022

STAMSKI AND MCNARY, INC.
1000 MAIN STREET ACTON, MASSACHUSETTS
ENGINEERING - PLANNING - SURVEYING



(6879.E.PPL.dwg) 309 Garfield Road SM-6879



**Town of Concord
White Pond Task Force
Charge**

Background

White Pond is an approximately 40-acre Great Pond on the southerly border of Concord near the Sudbury town line. The Town of Concord owns 34% of the frontage on the pond; the Commonwealth of Mass. holds fishing rights via a driveway adjacent to the town beach; the rest is privately owned. The town-owned land is used for recreation (town beach) and open space (Sachem's Cove). The town beach is open year-round. Swimming at the beach is available to anyone with a \$5 day pass. Many of the homes built on the pond predate regulations regarding adequate wastewater and stormwater management. The White Pond Advisory Committee (WPAC) was established in April 1973 to preserve and protect the watershed; the charge was amended in January 2018.

Current Situation

Recent changes to the White Pond watershed necessitate a change to the work of the WPAC. These changes include:

- The town's acquisition of the town beach and its active management by the town's Recreation Department.
- The town's capital investment in the restoration of the woodland behind the beach and construction of ADA compliant pathways.
- The town's capital investment in the construction of a stormwater management system at the boat launch adjacent to the beach.
- The continuation of the Bruce Freeman Rail Trail (BFRT) from Powder Mill Rd. into Sudbury. Work is scheduled to begin in fall 2022 with completion within two years.
- The construction of 274 housing units at Cold Brook Crossing across the Sudbury line and development of 48Y Fitchburg Turnpike in Concord.
- Climate Change

Purpose

Recent, substantial changes to the White Pond watershed call for a focused, short-term, practical approach toward the protection of the watershed.

The purpose of the task force is:

- To recommend a prioritized list of activities to undertake to protect the pond and the watershed,
- To determine roles and responsibilities of interested parties relative to these priorities, and
- To recommend the future role of the White Pond Advisory Committee.

Responsibilities of the Task Force

- Solicit input from residents both within and beyond the White Pond watershed via the use of surveys, hearings, forums, etc. to gauge the priorities of town residents regarding the protection of White Pond.
- Solicit input from boards and committees that have responsibility for town-owned land and resources in the White Pond watershed.
- Focus on areas outlined in the *White Pond Vision 2021* document (people management, stormwater management and wastewater management) and those discovered during input sessions.
- Consult with town staff to understand what is involved to accomplish a given priority and how it fits within the scope of other town projects and priorities of town departments.
- Develop a prioritized list of activities with estimated timetables.
- Define roles and responsibilities among the Town of Concord, the Commonwealth of Mass., abutters and residents of the White Pond neighborhoods as they relate to protection of the pond and the watershed.
- Identify overlaps of responsibilities, gaps in responsibility and explore how other entities, e.g., Homeowners' Association, could potentially fill these gaps.
- Consult sources of information such as town bylaws, administrative policies and procedures, state statutes, precedents and cases pending in the courts.
- Look for and evaluate potential funding sources.

Deliverables

Submit a written report to the Select Board no later than December, 2023 that recommends a prioritized list of activities for the protection of the watershed, articulates and delineates roles and responsibilities among interested parties and makes recommendations regarding the future role of the WPAC.

Membership

The task force will be composed of five Concord residents to be appointed by the Select Board. Each member will serve until the task force completes its work and submits a written report to the Select Board. When staffing the task force, preference will be given to people with legal (environmental) skills, aquatic biologist and others with expertise in the protection of inland bodies of water. At least two members of the task force should reside outside the White Pond watershed. The task force will determine frequency of meeting and will be led by a chair elected by the members.

Other Considerations

The task force will conduct its business in full conformance with the Open Meeting Law, Public Records Law, Conflict of Interest Law and other state and local rules encouraging openness and transparency in governance. The task force chair will consult with the Town Manager to discuss the need for staff or financial support for task force activities.

DRAFT

Town of Concord
Finance Department
memorandum

TO: Kerry Lafleur, Town Manager
FROM: Gail S. Dowd, CFO
SUBJECT: Smart Meters
DATE: October 12, 2022

The following memo outlines some of the challenges and financial impacts of the Smart Meters in Concord.

One of the most significant challenges with the Smart Meters is the lack of consistent and reliable cell service coverage within Concord. Cellular service connectivity impacts the ability to pay-by-phone and can also impact the life of the batteries within the Smart Meters. The life of the batteries within the SmartMeters are also impacted by the ability of the solar panels to recharge the batteries and the overall volume of use for the meter. The Smart Meters utilize solar panels to charge the main battery for use during the day and in the evening they utilize back up batteries.

The inconsistent and lack of cellular service in various sections of the Town impact the battery life of the Smart Meters. Based upon the current set up of the Smart Meters they are consistently and unsuccessfully pining the cloud trying to connect. This process takes energy and drains the rechargeable batteries quickly which results in the backup battery being used throughout the day rather than just in the evenings when the solar panels are not powering the batteries. It would be recommended to work that the Town continue to work with its current provider to assess ways in which to preserve battery life by ensuring that the push notifications are not running constantly in the background for the pay by phone features.

The current inventory of approximately 240 Smart Meters requires a combination of upgrading legacy modem cards to 4G and replacing back up batteries.

Updating Legacy Modems:

With changes in cellular technology the Town needs to upgrade the legacy modem cards on its Smart Meters by December 2022. The present modem cards, installed in approximately 120 2G/3G Single Space Smart Meters, need to be upgraded at a cost of \$300 per unit which includes updating the modem card as well as updating the back-up battery. **The estimated cost for this upgrade is \$36,000.** The Town has a combination of Verizon and AT&T modem cards within the Smart Meters on Walden Street, Main Street, Commonwealth Avenue and Thoreau Streets. The upgrade to 4G is anticipated to result in a stronger signal strength but additional testing would need to be conducted to determine the overall improvement in connectivity as there are differences between signal strength for each carrier in different sections of the town. There could be

instances in which meters could be moved around to switch out Verizon and AT&T modems to optimize connectivity.

Required Maintenance:

There are approximately 120 meters that have 4G modem cards that require main board servicing at a cost of approximately \$115 per meter. The service would include replacing the batteries and performing a full maintenance review. The estimated cost for this is **\$13,800**.

On an ongoing basis, it is anticipated that approximately 60 back up batteries would need to be replaced on an annual basis. **The cost of these replacements would be approximately \$2,500.**

Over the past year, the town has purchased 200 back up batteries at a cost of \$7,000.

The Town has contracted with IPS to provide parking meter maintenance at an annual cost of approximately \$131,910 per year. IPS has supplied all of the existing parking meters. The fee for the services provided by IPS is comprised of the following:

\$ 5,130	Credit card transaction fee for single space parking
\$ 15,480	Management system fee for single space parking meters
\$ 1,500	Pay by phone remote push fee
\$109,800	Maintenance fee



Article 29: Appropriation of Parking Meter Receipts

Ms. Ackerman moves to appropriate the sum of \$300,000 from Parking Meter Receipts to fund expenses related to parking enforcement or public transportation initiatives for the fiscal year ending June 30, 2023.

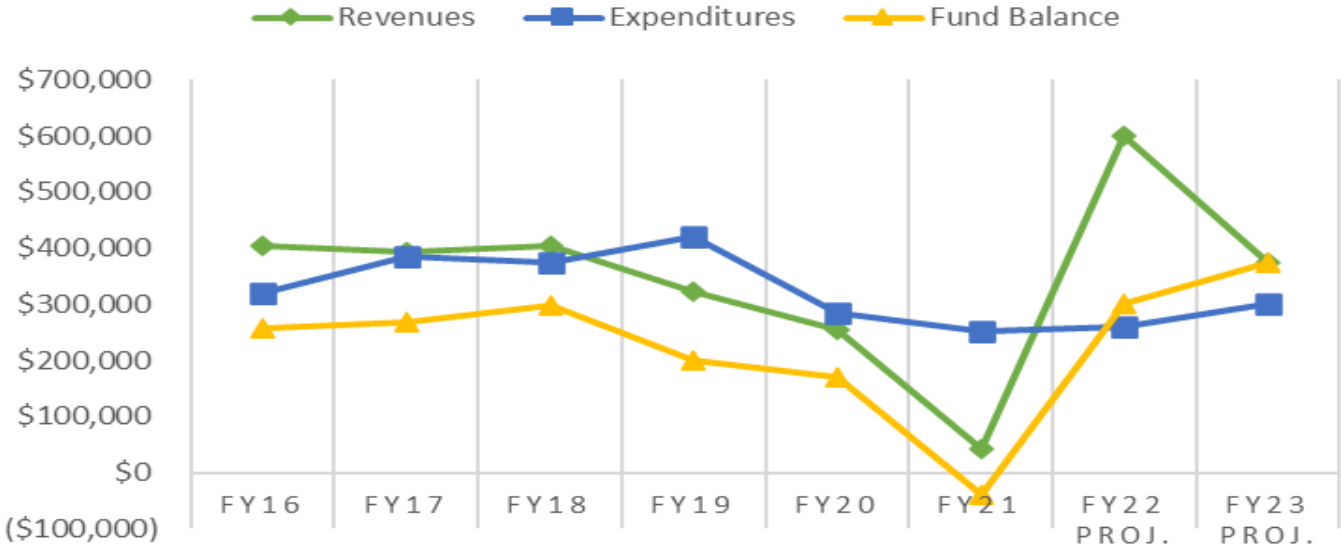


Appropriation of Parking Meter Receipts

- In accordance with Mass. Gen. Laws c.40, §22C, Parking Meter Receipts require annual appropriation
- The amount available for appropriation is up to 100% of the estimated balance as of June 30 of the prior fiscal year



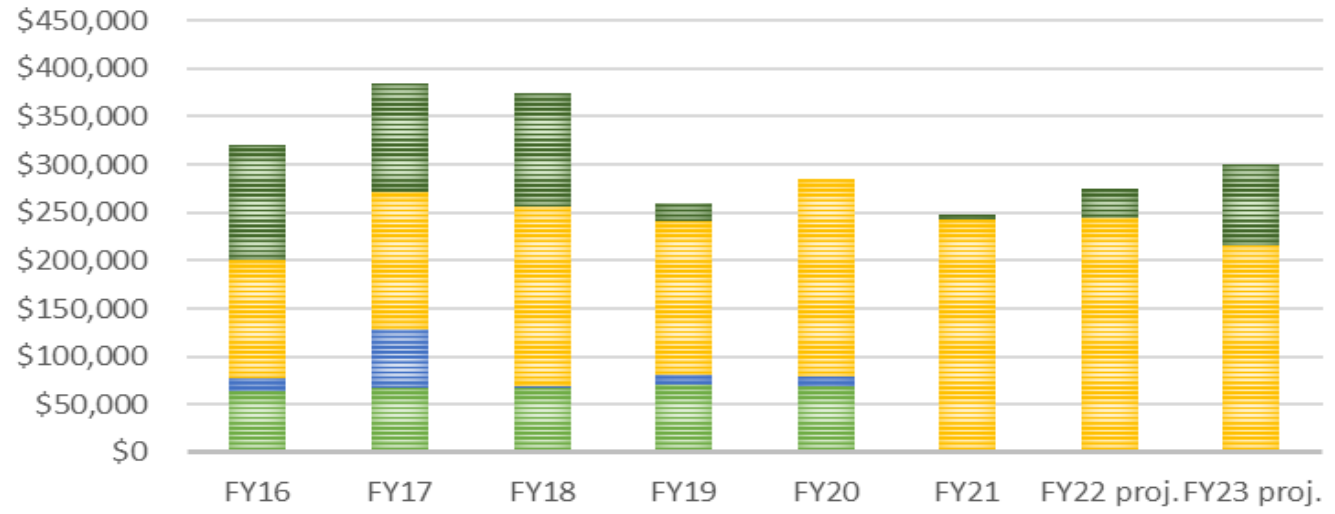
REVENUES, EXPENDITURES AND FUND BALANCE





PARKING METER EXPENSE

■ Transfers ■ Capital ■ O&M ■ Personnel





Article 28: Appropriation of Parking Meter Receipts

Ms. Ackerman moves to appropriate the sum of \$300,000 from Parking Meter Receipts to fund expenses related to parking enforcement or public transportation initiatives for the fiscal year ending June 30, 2023.

Correspondence

Date:

1. 09/28/2022
2. 10/05/2022
3. 10/06/2022
4. 10/08/2022
5. 10/10/2022
6. 10/11/2022
7. 10/11/2022
8. 10/11/2022
9. 10/12/2022
10. 10/12/2022
11. 10/12/2022
12. 10/13/2022
13. 10/14/2022
14. 10/16/2022

From:

Dean Banfield
Kate Kavanagh
Lucy Goldstein
Holly Darzen
League of Women's Voters – Concord
Nancy McJennett
Dorie Kehoe
Patrick and Julie Hirschler-Marchand
Mary Taylor
Gini Goulet
Susan Brinner
League of Women's Voters – Concord
Steve Carr
Anita Tekle

Subject:

Middle School Building Project
Christopher Heights Project
Christopher Heights Project
Christopher Heights Project
Affordable Housing
Christopher Heights Project
Grantham Corporation Funding
Christopher Heights Project
Christopher Heights Project
Christopher Heights Project
Grantham Corporation Funding
Christopher Heights Project
Christopher Heights Project
Christopher Heights Project

From: Dean Banfield

Sent: Wednesday, September 28, 2022 2:57 PM

To: Matthew Johnson <mjohnson@concordma.gov>; Terri Ackerman <tackerman@concordma.gov>; Linda Escobedo <lescobedo@concordma.gov>; Henry Dane <hdane@concordma.gov>; Mary Hartman <mhartman@concordma.gov>

Cc: Kerry Lafleur <klafleur@concordma.gov>; msbc@concordps.org; finance mail <finance@concordma.gov>

Subject: Building Project Concerns

Dear Select Board members,

I am writing to express my concern that the town is not being well served by the OPM, Hill International, on the Middle School Building Project, specifically in technical areas which it is unlikely any committee members possess expertise in. The reason to hire an OPM is because as citizen committee members, it is difficult or impossible to come up to speed on many aspects of building construction. CMSBC members must rely on the OPM to be our town's advocate, to ensure the town is achieving its priorities, but also that the town is receiving value for its investment. Hill should be able to identify potential savings or excesses in the design, and bring them to the CMSBC's attention for review. They should do this by benchmarking similar expense categories against other school projects they have managed. They should show the committee what other projects spend, and where our project lands on that spectrum. They have rarely done this work, either at the gross level (\$/sq ft) or in detailed areas of construction. As a result, the Building Committee has no foundation on which to understand whether a particular expenditure is in line, below, or above average spending on any particular element. They have no way to question the reasonableness of costs and must rely on what is being proposed.

The building committee has recently completed a review of all value management items brought to their attention by Hill. After a summer period of delay, the committee worked diligently with the list provided and was able to identify approximately \$1.65M in savings on a construction cost which was over budget by \$5.3M. There are a few outstanding items which remain to be priced, and the total may end up over \$2M when those numbers are finalized. I believe Hill should have done more to help the committee weigh its options, and to create valid, legitimate VE items to review.

- Auditorium - Hill offered only a draconian option of reducing the auditorium from 420 seats to 275 (holds 1 grade level, the original size, but considered to small by community performing arts advocates). A more modest reduction, 70 seats, to 350 (holds half of a student body of 700) was not discussed. At a time when all wishes for the building must come into balance, a modest reduction should have at least been discussed.

- Gym - I'm not exactly sure where we landed on our space for the gym, but Hill offered another drastic reduction, to a 6000 sq ft gym, which was smaller than the smallest size ever contemplated by the committee (early smaller gym was 7000 sf). During discussions, a functional gym was proposed at 9180 Sq ft. If this is not where we are, what savings could be gained by designing to the 9180 number?

A/V - budget is > \$1M. Hill offered a possible 25% budget reduction with no advocacy for how the original number was arrived at and a half hearted attempt to convince the committee that those savings could be taken with little or no impact on functionality. This is an area where comparisons to other jobs done by Hill and SMMA would be helpful, to put our budget in context.

I have personally been reviewing the materials produced at the end of Design Development. I do not yet have full visibility into how cost estimates tie to design, but some large technology and equipment budget items should be scrubbed for savings, and Hill did not bring any of these other than A/V to the committee for analysis:

- Kitchen outfitting - \$1.3M for a space of approximately 3800 sq ft.(includes servery area)
- Stage Lighting - \$296,000. Stage rigging and draperies - \$116,000
- VOIP, data switches/wireless equipment, loose A/V and computer lab equipment \$1.26M (note: this is categorized as an Furniture, Fixtures and Equipment item, not in the construction cost of the building)
- A/V budget (stated above) - over \$1M (estimator PM&C broke this out as auditorium \$539K, gym \$208K, cafeteria \$130K, band/orch rooms \$180K)
- Other Technology and Security budget - unknown, distributed throughout the paperwork

These budget buckets total in excess of \$4M with a very modest assumption of the embedded networking and security systems that will be included in the building. The committee spent less than 10 minutes discussing a reduction in the A/V budget before agreeing to look for savings that would 'bring the ask below \$1M' for A/V, a strictly political assessment of the optics associated with the expense. It was not presented with any VE options in the other areas.

The Select Board or the Town Manager should make it clear that Hill needs to be working harder on behalf of the town. Hill needs to show how these budget items compare to other projects. It is my unsophisticated view, that between \$500K and \$1M can be wrung out of this > \$4M set of items, which would be a large number in comparison to the ~\$2M the committee worked so hard to find during its VE exercise. I will leave the Board with one image that I think speaks to the problem as I see it. From the security and technology design materials (an area I have not summarized for total cost), attached is a view of the security camera coverage anticipated for the parking lot at the new CMS. Each small circle represents a 360° camera battery (4 cameras?) mounted on a pole. There are 25 of these proposed for the parking lot at CMS. This seems ridiculous on its face - 100 streams of video views. For the parking lot. Who will be watching this? What will we be hoping to catch and investigate after the fact? None of this was surfaced to the committee. Nobody on the committee has seen or reviewed it for appropriateness in Concord. On this design alone, a savings of perhaps 80% may be in order.

Respectfully,
Dean Banfield
73 Walden Terrace

Shannon McAndrew

From: Matthew Johnson
Sent: Wednesday, October 5, 2022 1:56 PM
To: Shannon McAndrew
Cc: Terri Ackerman
Subject: Fw: October 17th: Junction Village

Shannon,

Please add this to the October 17th packet, in accordance with our newly adopted correspondence policy.

Matt Johnson
Select Board, Town of Concord
(508) 878-4117

From: Kate <katekav@gmail.com>
Sent: Wednesday, October 5, 2022 1:03 PM
To: Matthew Johnson <mjohnson@concordma.gov>; Terri Ackerman <tackerman@concordma.gov>; Mary Hartman <mhartman@concordma.gov>; Linda Escobedo <lescobedo@concordma.gov>; Henry Dane <hdane@concordma.gov>
Subject: October 17th: Junction Village

Greetings all,

I was fortunate enough to spend time with you last winter/spring about Ranked Choice Voting. Thank you for your fair hearing. I'm very grateful it passed.

This summer, I was blessed to "win the Lottery" - and moved into the senior affordable housing unit at 409 Old Bedford Road. So grateful to have a home and the Town of Concord as my landlord!

Aside from my own fortunate circumstances: I have long been a supporter of increasing affordable housing in Concord. I understand that on October 17th, you will be reviewing the details of the Junction Village project and voting on whether it can go forward.. I do not want Concord to lose its affordable housing status with the Commonwealth of Massachusetts that permits us to have local influence and advance new affordable development.

The Junction Village project has received a lot of time and funds and it would be a great loss to stop altogether.

I hope to see more affordable housing in Concord in the near future. It's time.

Thank you for your hard work and fair consideration.

It takes a village - our village,
Kate Kavanagh

October 6th, 2022

To: THE CONCORD SELECT BOARD

C/O: Michael Gibbons, Senior Administrative Assistant, mgibbons@concordma.gov

RE: The Junction Village Project

Dear Select Board Members,

I'm writing to voice my support for the Junction Village project. I hope the Select Board will support the project so that Concord may:

- Provide senior residents with affordable housing options in their community (and their current homes may open up for young families).
- Avoid Section 40B.
- Remain in the running to become a model fossil fuel-free community.

In the near term, Junction Village is Concord's only opportunity to stay above the 10% affordable housing threshold. Not only is that crucial for the reasons listed above, but it is also a statement of the Town's priorities.

As a town Concord has made so many positive choices - supporting environmental legislation, investing in the public schools, conserving open spaces. But Concord has neglected to invest substantially in affordable housing.

I grew up in West Concord in the 1980's in a neighborhood characterized by modest ranch and cape homes. Just about all of these houses have now been torn down by developers and replaced by large \$1-2 million homes. We are becoming (or have become) a town accessible only to the wealthy.

Allowing the Town to dip below the 10% threshold sends the message that Concord is a community that's comfortable being inaccessible to most. That's not the type of community that I'm proud to live in, or raise my kids in.

I know there's been ups and downs with the Junction Village developer, but I believe this is a moment for pragmatism. While Junction Village is not perfect, it's the very best (and only) option on the table to maintain the bare minimum of affordable housing in Concord. I hope the Board will do what's in their power to support the project and ensure that it moves forward.

Sincerely

Lucy Goldstein

21 Woodland Rd, Concord, MA

October 8, 2022

To the Members of the Concord Select Board

I am a resident of Concord who has been involved in the quest for more affordable housing in our Town for a long time. I write to urge you to support the Junction Village project with more Town money. I appreciate that the Town has already provided \$2,000,000 toward completion of the project. Although I feel the developer of the project should have foreseen some inflation in the budget during the normal time required to get State support in the form of tax credits, and planned for some expansion of the cost during the time it took for permitting, I understand they feel they have no way to proceed with the project given the unusual growth in budget resulting from the pandemic's unforeseen effect on construction costs. Unfortunately the Town seems to have no alternative to further financial support.

Beyond a lack or any other apparent alternative, three things in particular cause me to feel it is worthwhile to put more Town money behind the project. One is the fact that Concord citizens have spent considerable time and effort forming the Concord Municipal Affordable Housing Trust as a vehicle for holding and disbursing funds for affordable projects, and in fact currently has funds which I and other Concord citizens have voted at Town Meeting to use for affordable housing projects. The second is that even with another \$1,000,000 of funds from that Trust, the Junction Village project will deliver 83 homes for Concord elders in need for less than \$50,000 of Town money per unit – extremely cost effective for the Town and a lot of homes in one development. And thirdly, there would eventually be tax revenue derived from the project on a piece of land that otherwise would otherwise either stay empty or take more than a decade to repermit and develop and likely produce far fewer affordable units.

I have spent considerable time and effort originally on the Concord Housing Trust, on two of the Town committees developing the Trust and its bylaws, and on the Concord Housing Foundation. I understand how very difficult it has been to get any sort of scale to the development of affordable housing in the Town. It would be very unfortunate to lose this project. So I urge the Select Board to support the provision of another \$1,000,000 to Junction Village. Although I happen to be someone who believes in Article 40B as a positive way to provide a small amount of diversity in housing costs, I feel it generally results in a much slower, smaller production of affordable homes than this project would provide.

Holly Darzen

155 Heaths Bridge Rd.

Dear Select Board,

October 10, 2022

On behalf of the League of Women Voters of CC, we write to urge the Select Board to vote to support affordable housing in Concord. For decades Concord's legislature has consistently voted to support affordable housing at Town Meeting. Our history shows the people of Concord are willing to take bold steps to create a diverse community by providing a range of housing types and affordability ranges.

In addition, Concord citizens have voted repeatedly over many years to support environmental initiatives. In 2021 in a near unanimous vote at Town Meeting we voted in favor of a new town bylaw requiring new construction to be fossil fuel free and to request home rule authority to implement the bylaw. With the passage of a comprehensive climate bill sponsored by our own State Senator, Mike Barrett, Concord has the ability to regulate new construction to adapt to our changing climate. But we can only exercise this right if we meet the 10% affordable housing threshold. Let's not throw away a hard-fought opportunity to build for the future by saving a pittance today. The small amount of money not spent today will be dwarfed by the funds needed to adapt to a changing climate in years to come.

Alice Kaufman, Co-Chair, Environmental Committee, League of Women Voters of Concord Carlisle

Janet Rothrock, Co-Chair, Environmental Committee, League of Women Voters of Concord Carlisle

October 11, 2022

Matthew Johnson, Chair
Concord Select Board
Town House, 22 Monument Square
Concord, MA 01742

Dear Mr. Johnson,

I am writing as a member of the Concord Housing Foundation in support of the Junction Village (Christopher Heights) project in West Concord.

As everyone knows, the cost of housing in Concord and elsewhere in the state is increasingly out of reach of the average person. While the need for housing for young families is undeniable, the largest demographic in Concord consists of senior citizens, and their percentage will continue to grow during this decade. Seniors need places where they can afford to move when they downsize, or where they can find assistance to live independently when they are physically frail.

Junction Village has been in the planning stages since 2013. Time, effort, and money have been expended on the project, and various board support has consistently been obtained along the way. In 2020, the pandemic struck and construction costs soared. Because of the cost increases, the state now requires towns to contribute more funding if projects are to receive necessary state funding -- \$1,000,000 in this case. While the developer promised never to ask for more money from the town, the events of the last three years have been extraordinary and unprecedented, and the state's new requirement makes it necessary.

If the town fails to support Junction Village at the 11th hour, it would be a huge lost opportunity. Concord seniors would lose the option of moving to one of the 83 affordable units that would have been built. The town will fall below its "10% affordable" requirement, leaving it open to 40B developments. Falling below this number would also prevent the town from being a leader in fossil-fuel restrictions to new building and renovations, an important state "green" initiative. And the land granted by the state for affordable housing purposes would be left idle for the foreseeable future.

There should be ways to cobble together the necessary funding with ARPA money, CHDC funds, and CMAHT dollars to let this project go forward. I urge the Select Board to approve this additional funding request.

Sincerely,

--Nancy McJennett
500 Thoreau Street

Shannon McAndrew

From: Mary Hartman <maryhartman7@gmail.com>
Sent: Sunday, October 16, 2022 8:38 PM
To: Shannon McAndrew
Subject: Fwd: Funding for Grantham Corporation

Hi Shannon

Here is the email sent directly to all SB members...

----- Forwarded message -----

From: **Dorrie Kehoe** <dorriekehoe@comcast.net>

Date: Tue, Oct 11, 2022 at 10:39 AM

Subject: Funding for Grantham Corporation

To: Mary Hartman <maryhartman7@gmail.com>, Terri Ackerman <tackerman@concordma.gov>, Linda Escobedo <lescobedo@concordma.gov>, Henry Dane <HDane@danelaw.com>, Matt Bonner <meb@mattbonner.com>

Cc: Kerry Lafleur <klafleur@concordma.gov>, Dorrie Kehoe <dorriekehoe@comcast.net>

Good morning to you all,

Five years ago, at Town Meeting, 2017, I spoke against providing funding for Grantham Corporation for many concerns which have all proved to be valid.

Shortly after I spoke, a representative from that Corporation, Walter Ohanian, I believe, stood on the Town Meeting Floor and promised that if Concord voted the funds he was requesting, his Corporation would **never** come back for more funding. They did so in 2020, and now in 2022.

Concord—through various sources --has already promised to provide millions of dollars to Grantham. We should expect that promises be kept. MORE funds from Concord taxpayers should NOT be spent to bolster this FOR PROFIT corporation that does not keep its word. I hope that acting in the interests of tax paying Concordians you will vote NO on this—or any further funding of Grantham.

With sincere thanks,

Dorrie

From: Patrick Marchand
Sent: Tuesday, October 11, 2022 11:52 AM
To: Terri Ackerman <tackerman@concordma.gov>
Cc: Patrick Marchand; Julie Ann HIRSCHLER
Subject: Christopher Heights

Dear Ms Ackerman ,

This concerns the property located at 6X Winthrop St., West Concord to be leased to the Grantham Group for the development of 'Christopher Heights of Concord', an assisted living facility serving low to moderate income seniors.

We support Affordable Housing for families and aging or ailing citizens. In voting for this project we realize that this facility would only provide any preference for Concord residents for one year after its full occupancy.

At the 2017 Town Meeting Grantham stated that if the citizens of Concord voted in favor of funding this project, it would never come back to the Town for more funding. With this understanding we voted yes on the project.

However in 2020, Grantham came back a second time asking for more money from the Town and their request was granted.

Grantham has now come back a third time asking for more money from the Town.

This must stop and we urge the Select Board to turn down this request.

Respectfully,
Patrick Hirschler-Marchand
Julie Hirschler-Marchand

From: Mary Taylor

Sent: Wednesday, October 12, 2022 2:44 PM

To: Michael Gibbons <mgibbons@concordma.gov>

Subject: Mary and Edmund Taylor need Junction Village

Dear Select Persons,

We live at 24 Riverdale Rd and have for over 50 years. If we have to move somewhere else due to health reasons, we won't have the money to buy somewhere else. If Junction Village is available, that would be so helpful. By the way, I worked 20 years as a Children's Library Assistant (without extras or pensions) at the Main Library.

Peace,
Mary Taylor

From: Gini Goulet
Sent: Wednesday, October 12, 2022 2:23 PM
To: Michael Gibbons <mgibbons@concordma.gov>
Subject: Junction Village

Hi. I am at Concord resident and want to say I'm an very much in favor of the Junction Village project. Concord has very little affordable housing. Especially for Seniors. I hood you cats in favor of this and take advantage of tge state money.

Thank you
Gini GOULET
8 Concord Greene
Concord, ma. 01742

Forwarded message -----

From: **Susan Brinner**

Date: Wed, Oct 12, 2022 at 9:27 AM

Subject: Grantham

To: <klafleur@concordma.gov>

In respect to the Grantham Corporation, I do not believe that they should get any more financial support from our town. They have asked for more money from us promising that would be the last and yet they come back for more. The residents of Concord have little to gain from this housing except for the first year which is too little. Please vote no on this request.

Thank you,

Susan Brinner
95 Conant Street, Unit 102
Concord



To: Concord Select Board

October 13, 2022

From: League of Women Voters Concord-Carlisle Housing Issues Committee

The LWVCC Housing Issues Committee voted reluctantly at its October 6th meeting to support giving another \$1 million in funds from the Town of Concord to the Grantham Group to advance the Christopher Heights 83-unit assisted living project in the upcoming state selection. The LWVCC is a longtime supporter of more affordable housing in Town. Given the nine-year saga of multiple requests from the developer for more money, the committee debated whether this was a good financial decision especially since Grantham has requested to withdraw from the project.

After receiving a comprehensive permit from the Concord Appeals Board in May 2017, Grantham failed to get state funding in 2018 and 2019 because family affordable housing projects were considered more urgent. Then the developer came back to the Town requesting a TIF agreement in September 2020. Now, because construction costs have escalated, the state has changed the rules by freezing any state funding requests for affordable projects and requiring all the 34 communities on the list to contribute money. Concord's Municipal Affordable Housing Trust voted to use \$1 million of its funds to give Concord the opportunity to be considered for the required state funding.

In 2013 the Concord Housing Development Corporation procured the deed for the 12.8 acre parcel which can only be used for affordable housing or open space. The CHDC was tasked with finding a developer. The CHDC received 12 proposals and selected the Grantham Group, a for profit company, in September 2014. The lack of transparency in selecting Grantham as the developer has always been a concern of the League Housing Issues Committee.

The Housing Issues Committee is very disappointed in the lack of affordable housing planning because in the nine years the Christopher Heights project has slowly moved forward, no other affordable projects have been built in Concord. Without the 83 units the Town will fall below the state's required 10% SHI (Subsidized Housing Inventory) once the 2020 census is approved.

The LWVCC Housing Issues Committee proactively created a list of possible sites that could be used for affordable housing. In 2021 this list was submitted to all of Concord's housing groups as well as the Planning Department.

There is no guarantee the Christopher Heights project will be approved for state funding, but it is all Concord has to offer to keep the Town from being vulnerable to a large 40B development.

Town officials know there is a need for more housing diversity in Concord and the LWVCC Housing Issues Committee supports working toward that goal.

Sincerely,

LWVCC Housing Issues Committee

From: stephen w carr
Sent: Friday, October 14, 2022 1:18:07 PM
To: Michael Gibbons <mgibbons@concordma.gov>
Subject: October 17 meeting PLEASE distribute to Select Board members

To: Concord Select Board
From: Steve Carr
Date: October 14, 2022
Subject: Christopher Heights/Junction Village

As a member years ago of the Planning Board and the CPC, I from a distance admired all the thoughtful time and many hours of work the members of the Select Board (and the Finance Committee) devoted to Concord in order to help the Town and its residents. Yes, some of the issues are not that important, and some only affect a few people, but others really make a difference - and the Christopher Heights project clearly is VERY important to the Town and its current (and increasingly) aging population.

i would hope that at this point the Select Board would agree that there are many good reasons for it to vote to send a letter of support for the project, but i would think and hope that at least the following two will make it a relatively easy decision:

1. There for years has been (and continues to be) wide-spread support in Concord for more affordable housing in general and this project in particular. For decades one of the most important - but difficult to achieve - goals set forth in our town's long range plans is to increase our affordable housing, and there have been many specific votes of approval with respect to the Christopher Heights project: eg, by the Select Board and the Planning Board in 2016, by the Planning Board a few weeks ago, and by numerous Town meetings. Not to proceed with the project at this point would be a reversal of Concord's long standing (and admirable) support of affordable housing in general and this project in particular.

2. Of course it makes it even easier to support a project that helps satisfy one of the Town's primary goals if the project makes financial sense for the Town - and Christopher Heights will obviously be a HUGE bargain for the Town. At a cost of about \$24,000 per unit (or even \$36,000, if the \$1,000,000 coming from the Trust's funds, NOT the Town's, is added in), the cost is less than 10% of what it usually costs to add one unit of affordable housing in Concord. As a long-time member of the Concord Housing Foundation Board, I am well aware that in most years Concord is lucky if it adds even ONE unit per year - and the cost is likely to be above \$500,000 per unit. Not surprisingly, it is difficult to find and attract developers who think they can make money building affordable housing in our town - and it certainly won't be any easier if after almost 10 years of efforts and costs the Town decides to not support this project!

The project also needs to get another approval from the DHCD. But in a sense that is good news for the Town, because the project will have to compete with others and will only win when and if the DHDC so decides after it again reviews the project, the developer's reputation, the final costs (including the developer's profits), etc.

Thank you again for the time you have spent on this important project, and i hope that you will agree that it continues to merit Concord's support.

Steve Carr

Shannon McAndrew

From: Mary Hartman <maryhartman7@gmail.com>
Sent: Sunday, October 16, 2022 8:39 PM
To: Shannon McAndrew
Subject: Fwd: Grantham Project

----- Forwarded message -----

From: Anita Tekle <anitatekle@gmail.com>

Date: Sun, Oct 16, 2022 at 6:20 PM

Subject: Grantham Project

To: Matthew Johnson <mjohnson@concordma.gov>, Terri Ackerman <tackerman@concordma.gov>, Linda Escobedo <lescobedo@concordma.gov>, Mary Hartman <maryhartman7@gmail.com>, Henry Dane <hdane@concordma.gov>, Kerry Lafleur <klafleur@concordma.gov>

Dear Kerry and Select Board Members,

I am writing with concerns about the latest twist on Junction Village, not the least of which is that the developer promised in 2020 at the Annual Town Meeting that he would not come back to the Town for any additional funding. This commitment was in writing, as part of the TIF agreement signed with the Town, and included with the Town Meeting packet. Voters who supported these appropriations in 2017 and 2020, myself included, did so with the understanding that this would be it for Town funds. A total of \$2 million has already been committed, along with the accompanying tax breaks.

In addition, while all these units would apply towards Concord's 40B count, only a portion would be actually affordable, and Concord preference expires after the initial rental period is over. Is affordable assisted living the greatest need in the affordable housing category at this time?

We have tied up \$2 million for five years, with nothing to show for it and no guarantee that this project can or will proceed in the near future. It's time to say no to this developer and move on. Concord can do better with this land and \$3 million.

Thank you for your consideration.

Sincerely,
Anita Tekle
260 Virginia Road

Sent from my iPhone